

Terms and Conditions of Trading

Oxylitre Holdings Limited and its operating businesses

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Company	Oxylitre Holdings Limited (Reg. No. 11095954)
Governing law	England

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TERMS AND CONDITIONS OF TRADING

1. Interpretation

1.1 In these Conditions the following definitions apply:

- (a) **"Company"** means Oxylitre Holdings Limited (registered in the United Kingdom, company number 11095954), and includes the businesses through which it trades; Oxylitre, Oxylitre Medical Services (OMS) and Paramount, and any operating business through which the Contract is performed;
- (b) **"Customer"** means the person who accepts a quotation or agreement of the Company for the sale of the Goods, or whose order for the Goods is accepted by the Company;
- (c) **"Goods"** means the goods (including any instalment of the goods or any parts for them; servicing of goods or repair) which the Company is to supply in accordance with these Conditions;
- (d) **"Contract"** means the contract between the Company and the Customer for the sale and purchase of the Goods;
- (e) **"Conditions"** means these standard terms and conditions of trading and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Customer and the Company;
- (f) **"Writing"** includes email, facsimile transmission, letter and any comparable means of communication.

1.2 Any reference to a statute or statutory provision is construed as a reference to it as amended or re-enacted.

1.3 The headings in these Conditions are for convenience only and do not affect their interpretation.

2. Basis of the Sale

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company that is accepted by the Customer, or any verbal or written order of the Customer that is accepted by the Company, subject in either case to these Conditions, which govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions is binding unless agreed in Writing between the authorised representatives of the Company and the Customer.

2.3 The Company's employees and agents are not authorised to make any representation concerning the Goods unless confirmed by the Company in Writing. In

entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any representation that is not so confirmed.

- 2.4** Any advice or recommendation given by the Company or its employees or agents as to the storage, application or use of the Goods that is not confirmed in Writing is followed or acted upon entirely at the Customer's own risk, and the Company is not liable for any such advice or recommendation.
- 2.5** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Company is subject to correction without liability on the part of the Company.

3. Orders and Specifications

- 3.1** The Company may accept an order placed by the Customer verbally, in Writing, or by despatching the Goods or otherwise carrying out the order in accordance with its terms within fourteen days of the date the order was placed.
- 3.2** The Customer is responsible for ensuring the accuracy of the terms of any order (including any applicable specification) and for giving the Company any necessary information relating to the Goods in sufficient time to enable the Company to perform the Contract.
- 3.3** The quantity, quality and description of, and any specification for, the Goods are those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).
- 3.4** The Company reserves the right to make any change in the specification of the Goods that is required to conform with any applicable safety or statutory requirement, or that does not materially affect their quality or performance.

4. Price of the Goods

- 4.1** The price of the Goods is the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's price list, or Export Price List if applicable, current at the date of the order.
- 4.2** The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company that is due to any factor beyond its control (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, or significant increase in the costs of labour, materials or manufacture), any change in delivery dates, quantities or specifications requested by the Customer, or any delay caused by the Customer's instructions or failure to give adequate information.

- 4.3** Except as otherwise stated in any quotation or price list, and unless otherwise agreed in Writing, all prices are given on an ex works basis. Where the Company agrees to deliver the Goods otherwise than at its premises, the Customer is liable to pay the Company's charges for transport, packaging and insurance and, if delivery is effected outside the United Kingdom, all customs charges, duties, taxes and related expenses of whatsoever nature.
- 4.4** All prices are exclusive of value added tax, which the Customer is additionally liable to pay to the Company at the prevailing rate unless a valid exemption certificate is supplied with the order.

5. Terms of Payment

- 5.1** Subject to any special terms agreed in Writing, the Company is entitled to invoice the Customer for the price of the Goods on or at any time after despatch, unless the Goods are to be collected or the Customer wrongfully fails to take delivery, in which case the Company may invoice at any time after notifying the Customer that the Goods are ready for collection or after tendering delivery.
- 5.2** All payments are made in Pounds Sterling unless otherwise agreed in Writing in advance.
- 5.3** The Customer shall pay the price of the Goods (less any discount to which the Customer is entitled, but without any other deduction or set-off) within 30 days of the date of the Company's invoice, notwithstanding that delivery may not have taken place and that property in the Goods has not passed to the Customer. The time of payment is of the essence of the Contract. Receipts for payment are issued only on request.
- 5.4** If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy, the Company may:
- (a) cancel the Contract or suspend any further deliveries to the Customer;
 - (b) appropriate any payment made by the Customer to such of the Goods (or to goods supplied under any other contract) as the Company may think fit; and
 - (c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 3 per cent per annum above Lloyds Bank plc base rate from time to time, until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).
- 5.5** The Company may agree in Writing that the Customer may make payments by instalments or that a due date may be extended, but may cancel any such agreement at any time by notice in Writing to the Customer.

- 5.6** Payment is made to an employee of the Company only if that employee holds a written authority to collect, issued by a Director of the Company.

6. Delivery

- 6.1** Delivery of the Goods is made by the Customer collecting the Goods at the Company's premises after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place.
- 6.2** Any dates quoted for delivery are approximate only, and the Company is not liable for any delay in delivery howsoever caused. Time for delivery is not of the essence unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of any quoted delivery date.
- 6.3** The Company may deliver the Goods in instalments. Each delivery constitutes a separate contract, and failure by the Company to deliver any one or more instalments in accordance with these Conditions, or any claim by the Customer in respect of any instalment, does not entitle the Customer to treat the Contract as a whole as repudiated. Any shortfall, mispricing or defect in Goods supplied does not entitle the Customer to delay or withhold payment for any other Goods supplied.
- 6.4** Claims for shortage or non-delivery must be made in Writing within **14 days** of despatch.
- 6.5** If the Company fails to deliver the Goods for any reason other than a cause beyond its reasonable control or the Customer's fault, the Company's liability is limited to the excess (if any) of the cost to the Customer, in the cheapest available market, of similar goods to replace those not delivered over the price of the Goods.
- 6.6** If the Customer fails to take delivery of the Goods or to give the Company adequate delivery instructions (otherwise than by reason of a cause beyond its reasonable control or the Company's fault), the Company may:
- (a) store the Goods until actual delivery and charge the Customer the reasonable costs (including insurance) of storage; or
 - (b) sell the Goods at the best price readily obtainable and, after deducting all reasonable storage and selling expenses, charge the Customer for any shortfall below the price under the Contract.
- 6.7** If the Customer returns the Goods for any reason other than a defect in the Goods returned, the Company is entitled to charge the Customer a handling charge of **20 per cent** of the price of the Goods so returned. The Company may refuse to accept any returned Goods that are not in good condition or in respect of which the

Customer has not complied with the Company's instructions relating to the return of goods issued in Writing.

7. Risk and Property

- 7.1** Risk of damage to or loss of the Goods passes to the Customer:
- (a) in the case of Goods to be collected, at the time the Company notifies the Customer that the Goods are available for collection; or
 - (b) in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery, at the time the Company has tendered delivery.
- 7.2** Notwithstanding delivery and the passing of risk, property in the Goods does not pass to the Customer until the Company has received cash or cleared funds in payment in full of the price of the Goods and of all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 7.3** Until property passes, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, shall keep them separate from the goods of the Customer and third parties and properly stored, protected, insured and identified as the Company's property, and shall not obscure or remove any identifying mark. The Customer may resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds (whether tangible or intangible, including insurance proceeds) and keep them separate from its own moneys and property.
- 7.4** Until property passes (and provided the Goods still exist and have not been resold), the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so forthwith, may enter any premises of the Customer or any third party where the Goods are stored and repossess them.
- 7.5** The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that remain the property of the Company. If the Customer does so, all moneys owing by the Customer to the Company (without prejudice to any other right or remedy) forthwith become due and payable.
- 7.6** If any third party threatens or appears likely to seize or take possession of the Goods before property has passed to the Customer, the Customer shall, as soon as it becomes aware of the threat or likelihood, immediately inform the Company by telephone, confirmed in Writing.

8. Warranty and Liability

- 8.1** All products manufactured by the Company carry the manufacturer's warranty on function and design. The Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the periods set out below, effective from the date of despatch from the Company or the date on which the repair or service was carried out:
- (a) medical devices — **7 years**, irrespective of attachments and accessories;
 - (b) flexible hose assemblies and medical gas pipeline hoses — **5 years**;
 - (c) the service and repair of medical devices — **3 months**.
- 8.2** The Company does not warrant spare parts, rubber seals or similar consumable items, and does not warrant accessories used with its devices that are made by external manufacturers. In respect of any parts, materials or equipment not manufactured by the Company, the Customer is entitled only to the benefit of any warranty or guarantee given by the manufacturer to the Company.
- 8.3** The warranty in clause 8.1 is given subject to the following conditions:
- (a) the Company is under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), misuse, or alteration or repair of the Goods without the Company's approval;
 - (b) the Company is under no liability under the warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; and
 - (c) the Company will not accept a warranty claim for Goods found to contain unauthorised parts, or found to have been serviced by unauthorised personnel.
- 8.4** Any claim by the Customer that is based on a defect in the quality or condition of the Goods, or their failure to correspond with specification, must be notified to the Company in Writing within **7 days** of delivery or, where the defect or failure was not apparent on reasonable inspection, within **7 days** of its discovery. If the Customer does not so notify the Company, the Customer is not entitled to reject the Goods, the Company has no liability for the defect or failure, and the Customer is bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.5** Where a valid claim is notified in accordance with these Conditions, the Company may, at its sole discretion, repair or replace the Goods (or the part in question) free of charge, or refund to the Customer the price of the Goods (or a proportionate part of the price), and has no further liability to the Customer.

- 8.6** Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a consumer transaction, the statutory rights of the Customer are not affected by these Conditions.
- 8.7** Except in respect of death or personal injury caused by the Company's negligence, the Company is not liable to the Customer, by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), or any costs, expenses or other claims for consequential compensation whatsoever, that arise out of or in connection with the supply of the Goods or their use or resale by the Customer.
- 8.8** The Company is not liable for any failure to perform, or delay in performing, its obligations that is caused by circumstances beyond its reasonable control, including: act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial action or trade disputes; difficulty in obtaining raw materials, labour, fuel, parts or machinery; and power failure or breakdown in machinery.

9. Indemnity

- 9.1** If any claim is made against the Customer that the Goods, or their use or resale, infringe the patent, copyright, design, trade mark or other intellectual property rights of any other person, the Company shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim, or paid in settlement of the claim, provided that:
- (a) the Company is given full control of any proceedings or negotiations in connection with the claim;
 - (b) the Customer gives the Company all reasonable assistance for the purposes of those proceedings or negotiations;
 - (c) except pursuant to a final award, the Customer does not pay or accept any such claim, or compromise any such proceedings, without the consent of the Company (which is not to be unreasonably withheld);
 - (d) the Customer does nothing that would or might vitiate any policy of insurance or insurance cover it may have, and this indemnity does not apply to the

extent that the Customer recovers any sums under such cover (which the Customer shall use its best endeavours to do);

- (e) the Company is entitled to the benefit of, and the Customer accordingly accounts to the Company for, all damages and costs (if any) awarded in favour of the Customer or agreed to be paid by any other party in respect of the claim; and
- (f) the Customer takes such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable under this clause.

10. Insolvency

10.1 This clause applies if:

- (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation, otherwise than for the purposes of amalgamation or reconstruction;
- (b) an encumbrancer takes possession, or a receiver or administrator is appointed, of or over any of the property or assets of the Customer;
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) the Company reasonably apprehends that any of the above events is about to occur in relation to the Customer and notifies the Customer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy, the Company may cancel the Contract or suspend any further deliveries without any liability to the Customer and, if the Goods have been delivered but not paid for, the price becomes immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Export Terms

11.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce in force at the date the Contract is made. Any term defined in, or given a particular meaning by, Incoterms has the same meaning in these Conditions, but if there is any conflict between Incoterms and these Conditions, these Conditions prevail.

11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause apply (subject to any special terms agreed in Writing between the Customer and the Company) notwithstanding any other provision of these Conditions.

- 11.3** The Customer is responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 11.4** Unless otherwise agreed in Writing, where the order is for at least **£500**, the Goods are delivered FOB the air or sea port of shipment, and the Company is under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.5** Unless otherwise agreed in Writing, payment of all amounts due to the Company is made by delivery of a banker's draft for the full amount due at the time of placing the order or, if the Company has agreed in Writing on or before acceptance of the order to waive this requirement, by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank in the United Kingdom acceptable to the Company.
- 11.6** The Customer undertakes to comply with any instruction in Writing of the Company, given at or before the time the order is placed, to the effect that the Goods shall not be offered for resale in any country notified by the Company to the Customer.

12. General

- 12.1** Where the Company is or becomes a member of a group of companies, it may perform any of its obligations or exercise any of its rights under these Conditions by itself or through any other member of that group, provided that any act or omission of that member is deemed to be the act or omission of the Company.
- 12.2** Any notice required or permitted to be given by either party to the other under these Conditions must be in Writing addressed to that party at its principal place of business or such other address as may at the relevant time have been notified under this provision.
- 12.3** No waiver by the Company of any breach of the Contract by the Customer is considered a waiver of any subsequent breach of the same or any other provision.
- 12.4** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question is not affected.
- 12.5** The Contract is governed by and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts.

Appendix A — Export Terms Glossary

This glossary is provided for information only and does not form part of the contractual Conditions. It uses customs concepts that may operate differently for United Kingdom traders following the UK's departure from the European Union, and should be read alongside current UK customs guidance.

IPR — Inward Processing Relief

A means of obtaining relief from customs duties and import VAT on goods that are imported for processing and subsequent re-export, intended to promote exports and help businesses compete in world markets.

OPR — Outward Processing Relief

Duty relief on the re-import of goods that have been produced from previously exported goods.

NCTS — New Computerised Transit System

The electronic system through which traders submit and process transit declarations; unless otherwise approved, transit declarations must be submitted electronically through it.

T1 — Transit document

A document used for the movement of non-Union goods that have not yet cleared customs, allowing them to be transported between borders or stored under customs control until duties are paid and the goods are cleared at their destination.

T2 — Transit document

A document used to declare goods of Union status when transporting them to a country outside the customs union or to a Common Transit country.

Union Transit

A customs procedure allowing goods to move between two points under customs control, with charges suspended until they are paid on arrival at the destination.

EFTA — European Free Trade Association

An intergovernmental organisation for the promotion of free trade among its member states.