

SUPPLIER TERMS AND CONDITIONS

Prime Medical Auctions Ltd (PMA) is a company registered in England and Wales under number 14252620, VAT number GB 443 4623 05, whose registered address is 11 Dettingen Crescent, Deepcut, Camberley, England, United Kingdom, GU16 6GN.

These terms and conditions (Terms) govern the provision of Services (as defined below) from PMA to you (Client) including the collection of Items and the sale by PMA of Items.

1. DEFINITIONS & INTERPRETATION

1.1 In these Terms, the following words and phrases shall, except where the context otherwise requires, have the following meanings:

- **Auction:** Any of the auctions conducted by PMA.
- **Catalogue:** Any online catalogue prepared in advance of an Auction, or any other brochure, catalogue, advertisement, sales descriptor, report, or any other document, whether in physical or electronic format.
- **Client:** Any person instructing PMA to provide any of the Services and to dispose of Items, and who accepts these Terms.
- **Commission:** The commission % (exclusive of VAT) of the Sale Price of any Sold Items.
- **Effective Date:** The date on which the Terms are accepted.
- **Fees:** The fees payable for the provision of the Services as set out in a separate pricing schedule shared with the Client by PMA.
- **Items:** Any items of medical equipment or other items collected by PMA at the Client's request.
- **Sale Price:** For Sold Items, the hammer price obtained at Auction or the sale price obtained in a sale by other means, each exclusive of VAT.
- **Services:** The services set out in clause 3 as requested by the Client from time to time, which involves "Collection Services", "Data Erasure Services" and "Additional Services".
- **Settlement Statement:** The self-bill statement generated by PMA in relation to each Auction, detailing the Auction results, including a list of Sold Items, the Sale Price achieved for each Sold Item, the Commission(s) payable by the Client to PMA and the payment due to PMA net of Commission and any other legitimate deductions.
- **Sold Items:** Those Items sold by PMA as agent of the Client.
- **Working Days:** Any Monday to Friday except any day that is a statutory bank holiday in England.

1.2 Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations, and partnerships.

1.3 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time and to all subordinate legislation and regulations enacted pursuant to that statute as in force from time to time.

1.4 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.5 The term "in writing" or "written" includes communications by email but not fax.

2. APPOINTMENT OF PMA AS AGENT

The Client hereby appoints PMA to act as its agent for the provision of the Services and the disposal of the Items in accordance with the Terms.

3. SERVICES

3.1 Collection Services

- 3.1.1 PMA may, where required, collect and remove Items from the Client's premises as requested by the Client from time to time. Collection Services are to be charged at a rate to be agreed in advance in writing.
- 3.1.2 In providing the Collection Services, PMA will use appropriately trained personnel and remove the Items in suitable, GPS tracked vehicles.
- 3.1.3 The Client has pre-prepared an inventory of the Items to be collected, this inventory is sent to PMA via either the PMA portal (see clause 6.5 for details) or via email; at the Client's discretion. PMA will remove the Items set out in the inventory.
- 3.1.4 PMA will prepare a collection note with details of all Items collected and will agree the collection note with a representative of the Client before removing the Items from the Client's premises. In the event that there is no representative of the Client available, PMA will provide a copy of the collection note to the Client as soon as possible after collection and the collection note prepared by PMA shall be final and binding on the Client.
- 3.1.5 PMA will handle all Items during the collection and transit process with due care and attention to avoid any damage arising to the Items.
- 3.1.6 PMA accepts risk in the Items from the time that PMA has removed the Items from the Client's premises. PMA will issue a waiver of liability to the Client, confirming that risk has passed to PMA from the point of collection.
- 3.1.7 PMA will remove all markings of the Client from the items to ensure that no Item can be identified as being the former property of the Client once sold.

3.2 DATA ERASURE SERVICES

- 3.2.1 PMA will erase all patient data and Client data from any Items identified by the Client as containing data requiring to be removed.
- 3.2.2 PMA will not accept liability for any losses incurred by the Client for any patient data or other data not removed from any Item which the Client has not identified as containing patient data or other data requiring to be removed by PMA. The Client shall indemnify PMA against any and all claims made by any third party against, and losses incurred by, PMA as a result of patient or other data not being removed from any Item not identified by the Client as requiring data to be removed from it.
- 3.2.3 PMA will provide the Client with appropriate certificates confirming the erasure of patient data and Client data from the identified Items within 10 working days of the Auction.

3.3 ADDITIONAL SERVICES

- 3.3.1 PMA will at the request of the Client undertake site clearances on a project basis, subject to terms and conditions and fees to be agreed in advance of each such project.
- 3.3.2 PMA will at the request of the Client itself, or by engaging appropriately qualified third parties, disconnect, de-install and remove unwanted medical equipment requiring specialist knowledge, expertise, equipment or vehicles subject to terms and conditions and fees to be agreed in advance of each such project.
- 3.3.3 PMA will upon request provide indicative pricing of equipment, this will be based on market knowledge, current demand, and saturation. This is in no way a definitive return price list and may fluctuate at auction.

4. SALE OF ITEMS

- 4.1 PMA will attempt to sell all Items except those Items which, in the reasonable opinion of PMA, are not capable of being sold. Items will normally be sold at an Auction but may be sold by private treaty or tender as PMA considers to be most appropriate and PMA will use all reasonable endeavors to obtain the best Sale Price for each Item.
- 4.2 PMA will act as agent for the Client and title in the Items will not pass to PMA but directly to the buyer of each Sold Item.
- 4.2.1 Where the Client is an NHS hospital. PMA will actively work with the Client to assist in the Greener NHS agenda 2035. PMA understands and commits to working in partnership with the NHS towards reaching its Carbon Net Zero goal and aligning its 'moral responsibilities' towards Agenda 2035. Through active communication, PMA will assess collections and equipment that is highlighted as high energy or high emission and will be marked as 'for sale outside the UK' only, meaning that only vetted buyers purchasing equipment for direct export will be allowed to buy these Items (lots).
- 4.3 Unless instructed in writing by the Client, all Items are sold "as is", where "as is" means each Item is sold and purchased in its actual state and condition as at the point of sale, including with any faults and defects affecting the Item. Items will be made available for inspection by potential buyers prior to the Auction or private sale. Any buyer or its agents are deemed to have satisfied itself as to the state and condition of each Item they purchase.
- 4.4 PMA will notify the Client of the Sale Price of each Sold Item as soon as practicable after its sale and in any event within 20 Working Days. PMA shall pay the Sale Price less any Fees or other amounts deducted in accordance with these Terms to the Client within 30 days after the month in which the Sold Items were sold by way of bank transfer to the account nominated and notified by the Client to PMA in writing.
- 4.5 PMA shall be entitled to deduct from the Sale Price all Fees, Commission and VAT due which are unpaid by the Client at the time of payment of the Sale Price.

5. INDEMNITY

- 5.1 In consideration of the Client entering into these Terms and paying the Commission and Fees, PMA agrees to indemnify the Client against any loss of or damage to Items occurring from the point of collection and whilst the Items are in the possession of PMA until the point of sale.
- 5.2 The indemnity set out in clause 5.1 shall not apply to any loss or damage caused by:
- a) Fair wear and tear.
 - b) The Client's failure to adequately prepare the Items for collection.
 - c) Any inherent defect in the Items.
 - d) Any circumstances beyond PMA's reasonable control.

6. FEES AND COMMISSION

- 6.1 The Client shall pay PMA the Commission on the Sale Price of each Sold Item as specified in the Settlement Statement.
- 6.2 The Client shall also pay PMA the Fees for the Services provided as specified in the pricing schedule or as otherwise agreed in writing between the parties.
- 6.3 PMA shall be entitled to deduct the Commission, Fee and any VAT chargeable from the Sale Price before remitting the balance to the Client.
- 6.4 All amounts payable by the Client under these Terms are exclusive of VAT, which shall be added at the prevailing rate.

7. CLIENT'S OBLIGATIONS

- 7.1 The Client shall provide PMA with all necessary information and assistance required by PMA to perform the Services.
- 7.2 The Client shall ensure that the Items are available for collection at the agreed times and locations.
- 7.3 The Client warrants that it has full title to the Items and the right to sell them free from any encumbrances.
- 7.4 The Client shall indemnify PMA against all claims, losses, damages, costs, and expenses arising from any breach of the warranty set out in clause 7.3.
- 7.5 The Client shall use the PMA Portal to manage the collection and sale of Items, including inventory preparation and communication with PMA.

8. INTELLECTUAL PROPERTY

- 8.1 PMA shall have the right to take photographs or create descriptions of the Items for use in catalogues, online listings, or other marketing materials. PMA shall own all intellectual property rights in such photographs and descriptions.
- 8.2 Subject to clause 8.1 above, the parties agree that each party will retain the intellectual property rights it has in any products, systems or other materials and no such rights will be transferred under this agreement.

9. LIABILITY

- 9.1 Each party's total liability to the other in respect of any breach of these Terms or any tortious act or omission, including negligence, but excluding in respect of liability under any indemnity, shall be limited to the Commission and Fees received by PMA in respect of the relevant Auction or sale.
- 9.2 Neither party shall be liable for any indirect or consequential losses, including loss of profit, business, or goodwill.
- 9.3 Nothing in these Terms shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.

10. SUBCONTRACTORS

- 10.1 PMA shall be entitled to subcontract any of its obligations under these Terms without the prior written consent of the Client.
- 10.2 Notwithstanding any subcontracting permitted hereunder, PMA shall remain primarily liable to the Client for the performance of its obligations under these Terms and shall be responsible for all acts and omissions of its subcontractors as if they were its own.
- 10.3 PMA shall ensure that any subcontractor it engages in relation to these Terms complies with all relevant terms of these Terms, including but not limited to those relating to confidentiality, data protection, and intellectual property rights.

11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the relevant data protection legislation and the General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679). This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable data protection legislation and GDPR.
- 11.2 Without prejudice to the generality of clause 11.1, the Client will ensure that it has all necessary appropriate consents or notices in place to enable lawful transfer of the personal data to PMA for the duration and purposes of these Terms.

12. TERMINATION

- 12.1 Either party may terminate these Terms by giving the other party not less than 30 days' written notice.
- 12.2 Either party may terminate these Terms with immediate effect by giving written notice to the other party if the other party:
 - a) Commits a material breach of these Terms and fails to remedy that breach within 14 days of being notified in writing to do so.
 - b) Becomes insolvent or is unable to pay its debts as they fall due.
- 12.3 Termination of these Terms shall not affect the accrued rights and liabilities of the parties at the date of termination.

13. CONFIDENTIALITY

- 13.1 Each party shall keep confidential all information disclosed to it by the other party which is marked as confidential or which ought reasonably to be regarded as confidential.
- 13.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms.
- 13.3 Each party may disclose the other party's confidential information to its employees, agents, and subcontractors who need to know it for the purpose of performing its obligations under these Terms, provided that the disclosing party ensures that such employees, agents, and subcontractors comply with this clause 13.

14. FORCE MAJEURE

- 14.1 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control, and without the fault or negligence of the party affected and which that party is unable to prevent or provide against by the exercise of reasonable diligence.
- 14.2 In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

15. GENERAL

- 15.1 Entire Agreement: These Terms constitute the entire agreement between the parties and supersede all previous agreements and understandings relating to its subject matter.
- 15.2 Variation: No variation of these Terms shall be effective unless in writing and signed by a duly authorised representative of each party.
- 15.3 Waiver: No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy.
- 15.4 Severance: If any provision of these Terms is found by any court or competent authority to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 15.5 Contact Information: For any queries or to contact PMA, please use the following telephone number: +44 (0)1189291618 or email: admin@primemedicalauctions.co.uk.
- 15.6 Notices: Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be delivered by hand, or by pre-paid first-class post or

other next working day delivery service at its registered office, or sent by email to the address specified by the party. Notices shall be deemed to have been received:

a) If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.

b) If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

c) If sent by email, at 9.00 am on the next working day after transmission.

15.7 Governing Law: These Terms shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation.

By accepting, the Client agrees to be bound by the Terms set out above.