

TERMS for use of the E-Commerce Site

You, Yours and a Subscriber are defined as the organisations who have established an authorised account for access to and use of the Site with Sunrise Medical Limited whose registered office is at Sunrise Business Park, High Street, Wollaston, West Midlands DY8 4PS and whose company registration number is 0357024.

Any reference to us, our or we is to Sunrise Medical Limited.

The Terms set out the full terms and conditions governing your use of and access to the site at <http://sales.sunrisemedical.co.uk> ("the Site") and will continue in force until such time as either you or we terminate the Terms. Please read the Terms of use carefully, then sign and return a copy to Sunrise Medical Limited. By signing and returning the Terms you are agreeing to be legally bound by them.

Ordering products online through the site at <http://sales.sunrisemedical.co.uk> is only available for use by Subscribers.

By becoming a Subscriber, you are representing that the information you have supplied to us is accurate and true. You agree to inform us forthwith of any changes in the information supplied to us, in particular to your contact details by contacting Sunrise Medical Ltd.

LICENCE

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You are hereby granted a non-transferable, non-exclusive, limited licence to access and use the Site for the purpose of order entry and account enquiry in accordance with these Terms. No licence or consent to access, download, or copy any portion of the Site or any information about other Subscribers of the Site is given, except where expressly stated within the Terms.

On acceptance of your application to become a Subscriber, you will be forwarded a user identification ("ID") and password. Each ID and password is for a single user only and we reserve the right to restrict the number of ID's and passwords provided to you. We do not permit any sharing of user ID's or passwords or access through a single user ID and password being made available to multiple users on a network. If you require additional ID's and passwords you must contact Sunrise Medical Ltd. You are only permitted to use the Site for your own business purposes and not on behalf of or as agent for any third party.

CONFIDENTIALITY

You are responsible for the use of and for protecting the confidentiality of user ID's and passwords issued to you, and for ensuring that all use of the Site complies fully with the provisions of these Terms.

WHAT DOES THE AGREEMENT BETWEEN US CONSIST OF?

The Terms govern use of the Site. Purchase of goods through the Site is governed exclusively by our sale and purchase conditions which are attached to the Terms.

HOW THE AGREEMENT IS FORMED

You by sending your application to become a Subscriber and signing the Terms, will be making us an 'offer' to become a Subscriber. We will then either 'accept' or 'reject' your offer to become a Subscriber. If your 'offer' is accepted, we will contact you by e-mail, telephone, post or other appropriate method to confirm this and forward your password and user ID details to you. As soon as we 'accept' your 'offer', the Terms will be in force.

TERMINATION

If either you or us wish to terminate your subscription this can be done at any time by sending an e-mail (by us to your e-mail address and by you to webmaster@sunmed.co.uk) or by post (by us to your usual address and by you to our address provided above). Notices will be deemed to have been served one hour after transmission by e-mail and 3 working days after despatch by post. You are responsible for notifying us of any change to your e-mail address and/or your postal address.

Any breach of the Terms shall entitle us to immediately terminate your access to the Site or to terminate you as a Subscriber or both without notice.

Neither party is obliged to provide to the other any reason for their decision to terminate the access to the Site or to terminate the subscription.

USE OF THE SITE

User ID's, passwords and access to the Site may only be used for the purposes for which they are intended namely; account enquiry and order entry.

INTELLECTUAL PROPERTY

Unless expressly stated otherwise, any intellectual property rights arising in respect of the Site's design, text, graphics, its selection and arrangement, underlying source code software and all other material (the "Content") belong to us or our licensors or to both. Any use of the Content is strictly prohibited except where expressly permitted in the Terms.

You may retrieve and display the Content on a computer screen, for the purpose of viewing it while connected to the internet only. [You may make one copy of the Content for your company records i.e. financial or order records. - please confirm if you are happy with this] Any other use of the Content, including reproduction for purposes other than that hereby authorised (including the removal of copyright or trade mark notices), creation of an electronic or manual database by systematically downloading and storing the Content, distribution (whether electronically or not) or republication is prohibited.

For the avoidance of doubt, this permission does not transfer ownership or confer any other right to you in the whole or any part of the Content.

[Any requests for permission to use the Content in a manner otherwise than permitted by these Terms should be addressed to webmaster@sunmed.co.uk or in writing to Sunrise Medical Ltd.]

Our name and logos are trade marks and in many cases registered trade marks. You are not permitted to use or reproduce or allow anyone else to use or reproduce these trade marks for any reason, unless otherwise expressly stated within these Terms. Other product and company names mentioned on the Site may also be trademarks or registered trademarks of their respective owners.

UNAUTHORISED ACCESS BY THIRD PARTIES

It is possible that third parties may access the website and alter its contents (for example, but without limitation hackers). Whilst we will use our reasonable endeavours to stop such access we will not be liable for any damages or loss arising out of or in connection with such unauthorised access. In particular we will not be liable for any damages or loss arising out of or in connection with any defamatory statements made by third parties on the website.

ADVERTISEMENT

The Site may contain material, including advertising and sponsorship, which originates from third parties. We have no control over this material and are not responsible for the content of this material.

HYPER-LINKS

We provide hyper-links from the Site to web sites of third parties. Please note that we have no control over and are not responsible for the availability or content of linked web sites. We provide these links for your reference only but do not endorse the material on those web sites nor are we in any way responsible for any transaction conducted between you and any such third parties to whose web sites we provide a link. You proceed to these web sites at your own risk.

COOKIES

In order to improve the quality of our website (e-commerce only) and services as well as to build up profile information about visitors to our web, we may from time to time send you what is known as a "Cookie". A Cookie is a piece of text which attaches to your hard drive (but does not access your hard drive) and from which it can store and sometimes track information on how you make use of a website. Please note that the websites to which this site may be linked may also make use of their own Cookies to collect information from you.

Cookies help us to gauge the amount of people who make use of our facilities and the extent of the repeated usage by registered and unregistered clients. A Cookie assists in identifying, for example, your account number, whether you have visited our website on a previous occasion and what pages on our website are most or least popular.

Most browsers will automatically accept a Cookie but it is possible to set your browser to notify you prior to it being sent and at which point you can accept or reject it. However rejecting the cookie will mean that access to the e-commerce site will be denied.

SECURITY

We place a high importance on ensuring that transactions are secure.

As you may be aware, no data transmission over the internet can be entirely secure. As a result, while we will always use reasonable endeavours to protect the personal information you provide to us, we cannot guarantee the security of your information and the use of our facilities (e.g. e-mail) is at your own risk.

DISCLAIMER

We make no guarantee that the Site or Content is free from infection by viruses or anything else that has contaminating or destructive properties, or that the Site is year 2000 compliant.

The information on the Site is provided 'as is' and 'as available'. Due to the nature of the electronic distribution via the internet it is for information purposes only and we do not hold ourselves out as providing any advice or recommendation of whatsoever nature and you should not rely on any information on the Site to make (or refrain from making) any decision or take (or refrain from taking) any action. To the extent permitted by applicable law, we disclaim all warranties, conditions or duties of every nature whatsoever including without limitation any implied warranties or duties regarding for example accuracy, fitness for any particular purpose or any express or statutory warranties, and any warranties or duties regarding completeness, performance, accuracy, lack of negligence or of workmanlike effort.

LIMITATION OF DAMAGES

To the full extent permitted by applicable law, we will not be liable to you or any third parties in contract, tort or otherwise howsoever for:

- (a) indirect loss or loss of profits or of the use of money;
- (b) loss of revenue;
- (c) loss of business or goodwill;
- (d) loss of, damage to or corruption of data; or
- (e) loss of opportunity; or
- (f) other indirect loss

whether arising out of, in connection with or in relation to your use of the Site.

You therefore agree that your only recovery for all loss that you may incur and that your exclusive remedy shall be strictly limited to the direct damages incurred by you in your use of the Site up to the limit of a refund of the amount you paid for the use of the Site during the month in which the damage first occurred.

Nothing in these Terms shall limit our liability to you for personal injury or death caused by our negligence.

You hereby agree to fully indemnify us against any claim brought by a third party resulting from use of the site and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by us in consequence of a breach by you or your non-observance of the Terms.

ILLEGAL USE

You may only use the Site for lawful purposes. You must not illegally transmit, distribute or store any material or violate any applicable regulation. This includes, without limitation, material which is protected by copyright, trademark, trade secret or intellectual property right which you use in breach of the Terms.

You will not use the Site for anything prohibited by the Terms.

You may not circumvent or attempt to circumvent our security (referred to as 'cracking' or 'hacking'). In the interests of all our Subscribers, we will co-operate with investigations by any law enforcement or relevant authorities of suspected criminal activity or violation of systems or network.

PRIVACY

We take our obligations under the Data Protection Act 1998 and its subordinate legislation (the "Act") very seriously.

As a responsible site and company, Sunrise Medical Limited will never divulge or give any information submitted in the registration form to any other third party. You will only be contacted if you ticked the appropriate boxes when registering with the Sunrise members' area or register an interest in any promotions or products.

Sunrise Medical Limited will hold all personal information (including contact details) which you provide to us in order to respond to orders and/or enquiries from you. We may also be required to share your personal information with other companies within the Sunrise Medical Group who are situated in foreign jurisdictions (both within and outside of the European Economic Area) in order to respond to your orders and/or enquiries.

By providing your details to us, you will be deemed to have consented to such processing and in addition, where you have provided sensitive personal data (i.e. data relating to mental and physical health or conditions) you will be deemed to have explicitly consented to our processing of such information in order to fulfil your requests.

So that we may comply with our obligations under the Act, you are required to ensure your authorised users of the Site read the Privacy Statement before providing us with any personal data. Failure to do so is a breach of the Terms.

It is your responsibility to make sure that information which we hold about your organisation is up to date and accurate. Failure to do so will be a breach of the Terms.

INFORMATION REQUESTS AND UPDATES

Please be assured that SML is happy, on written request from you, to provide details of any personal information which you have provided us with (this may be at a small charge) and/or to cease to make use of your personal information for the above mentioned purposes. We take the issue of protecting your personal data seriously and follow strict storage and disclosure procedures which means that we may occasionally require proof of identity from you prior to disclosing such information.

In order that we may provide you with an optimum service and comply with our obligations under UK Data Protection legislation, we should be grateful if you would please contact us on 0 1384 446688 / webmaster@sunmed.co.uk if any personal information which you have provided to us becomes inaccurate or out of date.

CHANGES

We reserve the right to modify, add to or change the Terms at any time and any such modifications, additions or changes will be effective immediately upon being notified to you. You will be deemed to have accepted them if you access the Site after notification of any such modifications, additions or changes have been made.

We will do our best to ensure that the Site is what we believe to be as relevant, and up to date as possible and we accordingly reserve the right, at our discretion, to make changes to any part of the Site. We reserve the right to suspend this site temporarily or permanently at any time without notice.

THIRD PARTIES

The Terms are intended to be for the benefit of you and us and are not intended to create any right enforceable by any other person.

GOVERNING LAW AND DISPUTES

The Terms are deemed to have been made in England and is exclusively governed by English Law. Any dispute relating to the Terms shall be referred to the English courts.

For the exclusive benefit of us, we retain the right to bring proceedings in the courts of the country of your residence or your principal place of business.

If any provision in the Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under the Terms does not constitute a waiver of the right or remedy. Headings in the Terms are for convenience only and will have no legal meaning or effect.

The Terms cannot be varied except in writing by a director of us. Nothing said by any employee or agent of us will be capable of varying these Terms.

The headings in this agreement are for convenience only and shall not effect the interpretation or construction of the Terms.

The rights granted by the Terms are personal to you, and you may not assign, novate or otherwise transfer any or all of your rights under the Terms without our prior written consent.

The Terms contain all the terms agreed between you and us regarding its subject matter and supersedes any prior agreement, understanding or arrangement between you and us whether oral or in writing. You shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into the Terms (unless such untrue statement was made knowing that it was untrue) other than any remedy you may have for breach of the express terms of the Terms.