

UK Retail Order Form

Contact/Delivery Details

Name : _____

Address: _____

Postcode: _____ Telephone: _____

Payment

Cheque or Postal Order enclosed
 (Make cheques payable to Clement Clarke International Ltd.)

I wish to pay by credit/debit card
 (Please contact me by telephone to take my credit/debit card details)

Call me on: _____

Total Cost

Total value of items required from price list (page 1)	
20% VAT (unless exemption declaration is complete)	
Postage & Packing	£ 7.50
Total Cost	

VAT Exemption Declaration

I (Mr/Mrs/Miss _____

of (address) _____

declare that I am suffering from (illness) _____

and I claim the supply of _____ for my personal use and I am eligible for relief from Value Added Tax under group 12 of the zero rate schedule of the Value Added Tax Act 1994.

Signed: _____

Date: _____

Part Code: 1902088 Issue 30 Sep 2017

- General** - Any contract made with **Clement Clarke International Limited** (hereinafter called **The Company**) for the supply of goods, or the rendering of any services shall include the following Standard Conditions and no exclusion variation or addition shall be valid unless expressly agreed to, in writing, by **The Company**.
- Formation of Contract** - No order shall become binding on **The Company** until it has been expressly accepted by **The Company** in writing. No alteration to the contract or any of its conditions shall be binding on **The Company** unless agreed in writing.
- Ordering** - Reference numbers shown in catalogues, or price lists, should be quoted to avoid misunderstanding. The voltage and current, whether A.C. or D.C. must be stated when an electrical supply is necessary. Whilst every effort is made to ensure accuracy of statements and illustrations contained in catalogues and price lists, such statements are statements of opinion only and not statements of fact.
- Prices** - Unless otherwise specified in the quotation, all prices quoted are 'net ex works' and are based on current labour and material costs. The customer therefore liable for all charges for transport, packaging and insurance. In the event of any increase in cost of materials, rates of wages, statutory levies or rates of exchange between the date of quotation and the date of despatch, **The Company** shall be entitled to charge prices in force at the date of despatch without notice. Prices exclude Value Added Tax, which will be applied at the current rate to supplies for United Kingdom destinations.
- Delivery** - **The Company** will use its best endeavours to comply with the delivery dates specified in the quotation but shall not be liable for any loss or damage suffered by the Purchaser because of failure from any cause whatsoever to deliver by the due date. Time for delivery shall not be of the essence and failure to deliver by the due date shall not give the Purchaser the right to rescind the contract. Where circumstances beyond the reasonable control of **The Company** cause delivery to be impossible or impractical as envisaged by the Contract, **The Company** will accept no liability for loss or damage resulting.
- Carriage, Packing & Insurance** - Unless otherwise stated, goods will be despatched, carriage paid and insured in transit. The cost of carriage, packing and insurance will be charged to the purchaser. Claims for shortages, or damage in transit, will be considered only if the carrier and **The Company** are advised in writing within three days of receipt of consignment, retaining the goods and packaging materials for inspection. Claims for loss in transit should be made in writing within twenty-one days from advised date of despatch.
- Risk/Passing Property** - The property in the goods sold shall remain with **The Company** until the Purchaser pays for them (cash or cleared funds) in full and the Purchaser shall have possession of them until payment as **The Company's** fiduciary agent and bailee only and shall keep the goods identified as **The Company's** property. Risk in the goods sold shall pass to the Purchaser on delivery notwithstanding that ownership will not pass until payment is made in full. The Customer grants an irrevocable licence to **The Company** and its agents to enter onto the Customer's premises with vehicles if necessary for the purpose of taking possession of **The Company's** property. In the event of any resale by the Customer to a third party of **The Company's** goods, the beneficial entitlement of **The Company** shall attach to any claim against the Customer's purchaser and to any proceeds of that sale and the Customer shall have a fiduciary duty to account to **The Company** for the claim and the proceeds. Where proceeds of such a sale are received by the Customer, the Customer shall keep them in a separate account as agent for **The Company** until the amount due to **The Company** is paid.
- Goods Returned** - Goods may be returned only by prior written consent from **The Company**. They must be sent carriage paid and insured in transit. If returned from overseas they should be sent by air/surface post and NOT by freight, unless size and weight make it absolutely necessary. All charges and clearance on importation will be for the consignor's account. **The Company** reserves the right to charge a reasonable handling charge where this is justified.
- Cancellation or Postponement** - Orders cannot be cancelled or deliveries postponed except with the consent of **The Company** and on terms which will indemnify **The Company** against all loss.
- Payment - United Kingdom** - Settlement to be received by the end of the month following month of invoice.
 Overseas - For clients with an account with us - Settlement to be received by the end of the month following month of invoice. For clients who have no account with us, payment to be made by Letter of Credit (see below) Sight Draft or payment prior to despatch. If payment is not received by the due date **The Company** will be entitled to charge interest on the amount due from that date until the date of payment in full (whether before or after judgement) at 4% over Barclays Bank Base Rate in force for the time being.
Letters of Credit -
 1. To be opened through Barclays Bank PLC, International Services Branch, 28 George Street, Luton, U.K. Telex 826401 Swift No. BARCGB22. In the name of Clement Clarke International Limited, and to be confirmed and endorsed 'irrevocable' and drawn at Sight and Payable in London.
 2. The Opener to pay all banking, negotiation and amendment charges.
 3. Should reach us in good time to allow for any necessary amendments prior to the date of readiness as specified in our acknowledgement.
 4. The latest date for shipment should be at least 2 months beyond the date of readiness as specified in our acknowledgement.
 5. The date of expiry should be at least 1 month after the latest date for shipment.
 6. The Port of Shipment is to be described as UK Port/Airport and no individual port nominated.
- Tools** - Where special tools are required to produce goods as to the purchaser's own specifications, any charges made in respect of such tools represent part costs only and all special equipment, tools and dies shall remain the property of **The Company**.
- Frustration** - If any contract or any part of it shall be frustrated and be impossible of performance, then **The Company** shall nonetheless be entitled to a fair proportion of the contract price based on the work done on the contract up to the date of frustration, provided that an allowance shall be made to the Purchaser for the net proceeds of sale of any goods manufactured by **The Company** under the contract which are in a saleable state at the date of frustration and are in fact sold within two months of that date.
- Patents** - If the goods to be supplied under any contract are to be in accordance with design instructions or specifications supplied by the Purchaser, and compliance with such instructions or specifications involves the breach of any Patent right, Registered Design or Trade Mark, then the Purchaser agrees to indemnify **The Company** against all costs, claims, actions, demands, damages or penalties to which **The Company** may become liable in respect of any such breach.
- Warranty** - (i) Subject to due compliance with such operating instructions as may be supplied with its goods and to normal usage, **The Company** warrants that any equipment or part actually manufactured by **The Company** will correspond with its specification and be free from defects of material or workmanship for a period of twelve calendar months from the date of dispatch and in the event of any such equipment or part being defective, undertakes to replace or repair it free of charge, provided it is returned to **The Company** Works at Harlow, Essex, (or elsewhere as **The Company** may direct) carriage and insurance paid by the Purchaser. (ii) If the goods supplied under any contract consist of or include equipment manufactured by any other person or company in respect of which a warranty or guarantee has been given to **The Company** by the supplier thereof, **The Company** agrees to assign the benefit of such warranty or guarantee to the Purchaser. (iii) The warranty contained in paragraph (i) of this clause shall immediately cease to have effect if any equipment or any part of the equipment- (a) has been injured by neglect or has been improperly installed or used, or (b) has had the identification marks or number removed, or (c) has been repaired or serviced by any person or company other than **The Company** or its approved representatives.
- PHARMACOVIGILANCE**
 1. Medical Device Event (MDE)
 Any problem occurring with a medical device that relates to the safety of the device, injury caused by the device, failure or malfunction of the device, deterioration in its effectiveness or inadequacy in its labelling or in its instructions for use, or that might lead to or might have led to a deterioration in the health of a patient can be termed as MEDICAL DEVICE EVENT (MDE). The Distributor shall notify CCI about the MDE's concerning any of the products in the territory.
 • 1 Business day of the awareness date for MDE's involving serious public threat.
 • 3 Business days of the awareness date for MDE's involving death, serious injury or lack of therapeutic benefit.
 • 15 Business days of the awareness date for other MDE's.
 2. The Distributor must retain traceability data (Despatch history Data) for all products received down to serial number level for applicable devices and make available the information on request by **The Company**.
 3. The Distributor will assist CCI in fulfilling its responsibility for post-production monitoring as described as 93/42/EEC Annex II section 3.1, seventh indent and process all customer complaints in accordance with documented procedures.
- Right to Sub-Contract** - **The Company** shall be entitled to sub-contract any part of the contract.
- Hazardous Products** - Unless otherwise stated by **The Company**, under normal conditions of use, products supplied do not include any hazardous substances as defined by EHS issued by The Health and Safety Executive.
- Exclusions** - (i) Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. (ii) Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Purchaser are not affected by these conditions. (iii) Except in respect of death or personal injury caused by **The Company's** negligence **The Company** shall not be liable to the Purchaser 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) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of **The Company's** employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the purchaser, except as expressly provided in these conditions.
- No Right of Set-Off** - The Purchaser shall not be entitled to the benefit of any set-off to which he might be otherwise entitled in law or in equity. All sums payable under this contract will be payable without any deduction and **The Company** shall be entitled in the event of non-payment to obtain and enforce judgment thereon without any stay of execution pending the determination of any cross claim by the Purchaser.
- Proper Law of Contract** - Any contract shall be deemed to be made in England and all questions arising out of such contract shall be governed and decided in accordance with English law.
- Arbitration** - **The Company** reserves the right to refer any dispute under this contract to arbitration in accordance with the Arbitration Acts 1950 and 1955 with any statutory modifications thereof for the time being in force and the arbitrator shall be appointed by agreement between the parties or in default of agreement by **The Company**.
- Unenforceable Conditions** - 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 of these conditions and the remainder of the provision in question shall not be affected thereby.



Uk Order Form

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www.clement-clarke.com



UK Retail Price List

Valid until March 2019. All prices exclude VAT unless otherwise noted.

Part code:	Description:	Price:	Qty:
Compressor Nebulisers			
3605902	Airmed Travel-Air (with battery)	£129.99	
3605900	Airmed 1000	£ 39.99	
3605020 HWA	Medix AC2000	£119.77	
3605040 HW	Medix Econoneb	£125.02	
3605050 HW	Medix Turboneb	£135.53	
Year Packs			
3605542	Airmed 1000 Adult Year Pack	£ 19.99	
3605543	Airmed 1000 Child Year Pack	£ 19.99	
3605544	Airmed Travel-Air Child Year Pack	£ 19.99	
3605545	Airmed Travel-Air Adult Year Pack	£ 19.99	
L3103001	Actineb Adult Year Pack	£ 19.99	
L3702080	Actineb Child Year Pack	£ 19.99	
L3605122	Adult Year Pack (for use with World Traveller, AC2000, Econoneb & Turboneb)	£ 19.99	
L3605123	Child Year Pack (for use with World Traveller, AC2000, Econoneb & Turboneb)	£ 19.99	
L3605125	Adult Year Pack (2012 - AC2000) (for use with AC2000 models made in 2012 and onwards)	£ 19.99	
L3605124	Child Year Pack (2012 - AC2000) (for use with AC2000 models made in 2012 and onwards)	£ 19.99	
Accessories			
3604777	Actineb Filters (pack of 4)	£ 1.99	
3605290	Battery Pack for World Traveller	£ 61.19	
3605917	Airmed Travel-Air Spare Battery	£ 24.99	
3605918	Airmed Travel-Air DC Car Lighter	£ 9.99	
3605667	12 volt DC Car Lighter Lead (World Traveller)	£ 10.19	
Flutter			
3102000	Flutter - Mucus Clearance Device	£ 49.95	
Shoulder Bags			
3607691	Shoulder Bag (AC2000 & World Traveller)	£ 56.39	
3605913	Airmed 1000 Shoulder Bag	£ 11.99	
1150136	Fuse Pack for AC4000 & AC3000	£ 1.55	
3605532	Fuse Pack for Turboneb & Econoneb	£ 1.55	
3605535	Fuse Pack for World Traveller	£ 1.55	
3605534	Fuse Pack for AC2000	£ 1.55	

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Dimensions: 106 x 66 x 128mm (w/o battery)
Weight: 395g (w/o battery)

Airmed Travel-Air

Comes complete with a Starter Pack.

The Airmed Travel-Air is a low cost option for a portable hand-held compressor, which can be used worldwide, on a mains supply or a 12V DC lead. Travel-Air is supplied with a rechargeable battery and an AC adaptor.



Dimensions: 175 x 112 x 140mm
Weight: 138kg

Airmed 1000

Comes complete with a Starter Pack.

Low cost option for a powerful compressor, suitable for respiratory conditions, such as asthma. Compact and lightweight, Airmed 1000 remains cool during demanding use, reliable performance.



Dimensions: 210 x 185 x 185mm
Weight: 2.35kg

Medix Econoneb

Comes complete with a Starter Pack.

Powerful, continuously rated unit; suitable for nebulising bronchodilators, corticosteroids and antibiotics.



Dimensions: 210 x 185 x 185mm
Weight: 2.7kg

Medix Turboneb 2

Does not include a Starter Pack.

The Turboneb 2 has the highest flow rate of all the Medix nebulisers, for fast drug delivery. It is continuously rated, making it a cool running nebuliser for demanding use; suitable for CF patients, easy carrying handle, reliable and easy to use.

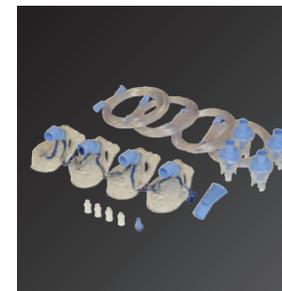


Dimensions: 375 x 235 x 115mm
Weight: 2.45kg

Medix AC2000

Comes complete with a Starter Pack.

A high flow solution that is suitable for nebulising all commonly prescribed medications for chronic and acute chest conditions. Designed with a storage compartment for drugs and accessories to be neatly stored.



Year Packs

There are a number of Year Packs on offer, these are nebuliser specific. Please see the price list for more details. Each Year Pack provides the patient with enough replacement consumables to last for a 12 month period.



Flutter

A convenient method of bringing relief from discomfort caused by excessive mucus in the lungs, reducing complications associated with excess mucus production. For use at home, work or 'on the go.'

Please note:

Flutter should not be used by patients with the following: Pneumothorax, severe Tuberculosis, Haemoptysis (coughing up blood).