

Terms and Conditions ("Terms")

Please read these terms and conditions carefully before using Our Service.

1. Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

Definitions

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- **“Account”** means an account created for You to access our Service or parts of our Service.
- **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for the election of directors or other managing authority.
- **“Company”** (referred to as either "the Company", "We", "Us" or "Our") refers to BHA Medical Limited.
- **“Content”** refers to any text, images, or other information made available by You, regardless of the form.
- **“Country”** refers to United Kingdom.
- **“Device”** means any device that can access the Service such as a desktop computer, laptop, a cellular phone, or a digital tablet.
- **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **“Orders”** means a request by You to purchase Products from Us.
- **“Products”** refer to the products or items offered for sale on the Service.
- **“Promotions”** refers to promotions offered through the Service.
- **“Service”** refers to the Website Buying Portal.

- **“Shipping”** also referred to as delivery.
- **“Terms and Conditions”** (also referred as **“Terms”**) refers to these Terms and Conditions that form the entire agreement between You and the Company for making use of the Service.
- **“You”** refers to an individual, or a company, or a legal entity on behalf of which such individual is accessing or using the Service.
- **“Your”** refers to an individual, or a company, or legal entity on behalf of which such individual is accessing or using the Service.
- **“Website”** refers to www.bha-medical.com, accessible from bha-medical.com.

2. Acknowledgment

The Terms and Conditions governing the use of this Service and the agreement between You and the Company. These Terms and Conditions define the rights and obligations of all users making use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service. You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3. Electronic Communication

When You use Our service or send e-mails to us, You are communicating with Us electronically. We will communicate with You electronically in a variety of ways, such as by e-mail, text, in-app push notices or by posting e-mail messages or communications on the website or through the

other Services. For contractual purposes, You agree that all agreements, notices, disclosures, and other communications that We provide You electronically satisfy any legal requirement that such communications be in writing unless mandatory applicable laws specifically require a different form of communication.

4. User Accounts

When You create an account with Us, You must provide Us with information that is current, complete, and accurate. Failing this constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username, the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

5. Privacy Policy

We respect Your privacy and will take all reasonable measures to protect it, as more fully detailed in our [Privacy Policy](#), which is incorporated by reference.

6. Placing Orders for Products

By placing an Order for Products through the Service, You warrant that You are legally capable of entering into a binding contract.

7. Shipping and Payment

Please refer to our Shipping and Payment Policy for more information about delivery and payment. The [Shipping and Payment Policy](#) is incorporated by reference and forms part of these Terms and Conditions.

8. Your Information

If You wish to place an Order for Products available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct, and complete.

By submitting such information, You grant us the right to provide the relevant information for delivery and payment processing to third parties for purposes of facilitating the completion of Your Order.

9. Returns

Please refer to our Returns Policy for more information about returning products and related refunds or replacements. The [Returns Policy](#) is incorporated by reference and forms part of these Terms and Conditions.

10. Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Products availability
- Errors in the description or prices for Products
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

We will not accept the cancellation of orders if You participate in the “Buy Together” buying drives.

Any products You purchase can only be returned or refunded in accordance with the Returns Policy which is incorporated by reference and forms part of these Terms and Conditions.

11. Warranty

We offer the manufacturer's warranty on products, which will differ depending on the Product. For all warranty claims please email orders@bha-medical.com.

12. Availability, Errors, and Inaccuracies

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

13. Our Liability

We will do Our utmost to ensure that the availability of the Services will be uninterrupted and error-free. However, due to the nature of the internet, we cannot guarantee this. In addition, Your access may also be suspended or restricted occasionally to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

We will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both You and us when You commenced using the service. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause, which is beyond our reasonable control. This condition does not affect Your legal right to have goods sent within a reasonable time or to receive a refund if goods ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

14. Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order. The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

15. Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms. If You participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

16. Intellectual Property

The Service and its original content excluding Content provided by You or other users, features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks may not be used in connection with any product or service without the prior written consent of the Company.

17. Your Feedback to Us

You assign all rights, title, and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify, and exploit such Feedback without restriction.

18. Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

19. Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

20. Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

21. Disputes Resolution

If You have any concerns or disputes about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

22. Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

23. Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service.

24. Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: www.bha-medical.com
- By sending us an email: compliance@bha-medical.com