

Terms and Conditions of Sale

Terms and conditions for the supply of JOBST products

It is important that you read these Terms and Conditions carefully. Together with our [Privacy Policy](#) they govern our relationship with you in relation to your purchase of goods and to our website. If you have any general queries or questions about these terms and conditions or do not wish to accept them, please contact the Essity Customer Services team on 0845 122 3600 or email compression.uk@jobst.com before continuing. You can also contact us at the following address:

T/A BSN medical Limited
PO Box 258
Willerby
Hull
HU10 6WT

You may have other rights granted by law, and these Terms and Conditions do not affect these unless you are purchasing goods from us in connection with your business, in which case we exclude to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in these Terms and Conditions and the contract between us for the purchase of the goods) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in your favour.

The Contract Between You and Us

a. Any contract for purchases made over the telephone will be between us, Essity T/A BSN medical Limited (“us” or “we”), whose registered office is PO Box 258, Willerby, Hull, HU10 6WT company registration number 04085346. Our VAT number is GB834845602.

b. To purchase from us you must be over 18.

c. Once you have completed your order process, you will be asked to confirm that it is correct and that you accept the following:

Essity has not provided any medical advice or product recommendations. You are purchasing a JOBST medical compression garment that has been prescribed by a healthcare professional within the last 6 months. Other than possibly a different colour, there are no changes to the garment. A healthcare professional has previously recommended and measured you for this JOBST compression garment for your treatment. You are confirming that your current JOBST garment fits correctly and that you have no concerns about your garment. You are confirming that there have been no changes to your overall medical condition or your affected limb since your last garment. When you receive your new JOBST garment, please read the instructions for use inside the packaging. If you have any concerns about the fit of the garment, suitability for your condition or any other medical concerns, please contact your healthcare professional.

If it is not correct or you do not agree to the above, the order will not be placed. It is your responsibility to ensure that your order is correct. Payment is due in full at the time of ordering and you may pay by debit or credit card (VISA or Mastercard but not AMEX). Once payment has been received, we will confirm your order by sending an email to you at the email address you provide to us as part of the order process. The email will include your name, products ordered, the total price and a link to a copy of these terms and conditions. Our acceptance of your order brings into existence a legally binding contract between us on these terms.

d. If the goods that you have ordered are no longer available, we may offer you substituted goods of a similar nature and quality. In this case, we will contact you and ask if you wish to proceed. If you confirm that you do wish to proceed, please remember that we will still not be under an obligation to supply the goods to you until we have confirmed that we have accepted your order.

e. The prices payable for goods as quoted at the time of order are inclusive of VAT and delivery, unless otherwise stated. Essity has taken every care in the preparation of the content of our website to ensure that all products have been fairly described and in particular to ensure that prices quoted are correct at time of ordering. However, prices are subject to change without notice, and orders will only be accepted if there are no material errors in the description of the goods or their prices as quoted or advertised on the website. All payments must be made in full at the time of placing the order by debit or credit card (VISA or Mastercard but not AMEX). If we are unable to accept your order for any reason then we will, at our option, either not debit your credit card or refund any money paid by you in respect of that order. We will not dispatch the goods until we receive payment in full. All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available by e-mailing you.

f. We are unable to deliver to addresses outside of the United Kingdom. If you require delivery of the goods outside the United Kingdom your order cannot be accepted.

Delivery of Goods to you

a. Essity will deliver your goods by courier to the name and address you provide at the time you place your order.

b. Delivery is usually made with 5 working days after your order is accepted and in any event within 30 days of our acceptance of your order. All delivery times quoted, either over the phone, or on our website, are estimates only, based on availability, normal processing and the delivery company.

c. You will become the owner of the goods you have ordered once we have received full payment from you and you have received them.

Your Right to Cancel

a. If you are a consumer (i.e. you are not purchasing the goods in connection with your business or you are not a business) you have the right to return the products to us and receive a refund of your payment. In accordance with the legislation in force on distance selling, the customer has the right to waive his purchase without penalty and without giving reasons. You will need to inform us in writing within fourteen working days, starting on the day after the goods are received by you. You have fourteen calendar days counting from the receipt of the goods ordered to send them back to Essity for an exchange or refund. In order to obtain an exchange or refund, the customer must send back the new products in the original packaging, unopened, undamaged and together with any accessories, to the address below. Products that have been opened will not be refunded.

Address for returning a product: Essity, T/A BSN medical Limited, PO Box 258, Willerby, Hull, HU10 6WT

b. If you choose to cancel in accordance with (a) above then you must return the goods to us in the condition in which you received them at your cost and risk, and we advise you to ensure the goods are adequately insured during the return journey.

c. All correspondence must be addressed to: Essity, T/A BSN medical Limited, PO Box 258, Willerby, Hull, HU10 6WT. Once you have notified Essity that you are withdrawing your order, any sum debited to Essity from your credit card including delivery charges will be re-credited to your account as soon as possible and in any event within 14 days of your notice of cancellation, PROVIDED THAT the goods in question are returned by you and received by Essity in the condition they were in when delivered to you. Essity shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader. The re-payment will be made in the same way the consumer paid their order.

Damaged or defective goods and our liability to you

a. We warrant that on delivery and for a period of 6 months from the date of delivery, the Goods shall:

- conform in all material respects with their description subject to any qualification or representation contained in the brochures, advertisements or other documentation;
- be of satisfactory quality;
- be fit for any purpose we say the goods are fit for or for any reasonable purpose for which you use the goods;
- be free from material defects in design, material and workmanship; and
- comply with all applicable statutory and regulatory requirements for selling the goods in the United Kingdom

b. If you are a consumer this warranty is in addition to your legal rights in relation to goods which are faulty, or which otherwise do not conform with these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice or trading standards office.

c. This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration you carry out without our prior written approval. Compression garments wear out with regular use and should be replaced every six months.

d. In the unlikely event that the goods do not conform with these terms and conditions please let us know as soon as possible after delivery and we will arrange for their return at no cost to you. Once we have checked whether the goods are faulty, we will replace the goods or provide a full or partial refund of the price paid by you.

IF YOU ARE PURCHASING THE GOODS:

- IN CONNECTION WITH YOUR BUSINESS: PARAGRAPHS BELOW DO NOT APPLY;
- FOR PERSONAL USE, PARAGRAPH b BELOW APPLIES.

a. These terms and conditions do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods Act 1982;
- losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- any other matter which it would be illegal for us to exclude or to attempt to exclude our liability.

b. We are only liable to you for losses which you suffer as a result of a breach of these terms and conditions by us. We are not responsible to you for any losses which you may incur which were not a foreseeable consequence of us breaching these terms and conditions, for example if you and we could not have contemplated those losses before or when we enter into a contract. Our liability to you shall not in any circumstances include any business losses you may incur such as:

- loss of income or revenue
- loss of business
- loss of profits or contracts
- loss of anticipated savings
- loss of data,
- waste of office or management time,

however, this clause b shall not prevent claims for foreseeable loss of or damage to your physical property.

c. Subject to paragraph a and b above our liability to you for any losses you incur under each order for goods is limited to 120% of the value of the goods under such order that you purchase from us.

d. If you are purchasing the goods in connection with your business then, except as provided in paragraph a above, we shall have no liability to you whatsoever (whether in

contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation:

- pure economic loss;
- loss of profits (whether direct or indirect);
- loss of business;
- depletion of goodwill and like loss,

howsoever caused arising out of or in connection with the goods, any use made or resale of the goods by you, any breach of contract by us or any statement or representation made by us or on our behalf or otherwise under our contract with you for the purchase of the goods provided that this clause shall not prevent claims for loss of or damage to your tangible property that are covered within clause a above or any other claims for direct financial loss that are not excluded from any of the categories specified in this clause c.

e. Subject to paragraphs a and d above our liability to you for any losses you incur in relation to each order for goods in respect of any breach of contract by us or any statement or representation made by us or on our behalf or otherwise under our contract with you for the purchase of the goods is limited to the value of the relevant order for goods purchased by you.

Third Parties

Nothing in this contract creates any right which is enforceable by any person who is not a party to the contract.

Force Majeure

We will have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control.

Invalidity

If any part of these conditions is unenforceable (including any provision in which Essity excludes its liability to you) the enforceability of any other part of these conditions will not be affected.

Complaints

a. Essity operate a complaints handling procedure which is used to try to resolve disputes when they first arise. If you have a complaint, please contact the Customer Service department at the following address:

Essity Customer Service
Essity
T/A BSN medical Limited
PO Box 258
Willerby
Hull
HU10 6WT

If the product is damaged, the incorrect product has been delivered or the product does not fit, a replacement product will be offered. If the replacement product does not fit, a full refund will be given. The product must be returned to the Customer Service department and a copy of the order details provided. Please contact the Essity Customer Service team by calling 0845 122 3600 or email compression.uk@jobst.com.

b. EU has of 15th of February 2016 installed an Online Dispute Resolution (ODR) platform in order to facilitate for consumers to settle potential disputes out-of-court. You may access the platform here: <http://ec.europa.eu/consumers/odr/>

Entire Agreement

These terms and conditions, together with the current Essity telephone prices and web site, product descriptions, delivery details and Essity contact details, set out the whole of our contract relating to the supply of the goods to you by us. These terms and conditions cannot be varied except in writing signed by a director of Essity.

Promotion Codes

We may run promotions where the use of a promotion code is applicable. In these circumstances:

- Essity reserves the right to decline to accept orders where, in its opinion, a promotion code is invalid for the order being placed
- Promotion codes may be withdrawn at any time
- Only one promotion code can be used per order and cannot be combined with any other promotion codes
- Essity reserves the right to change these Terms and Conditions at any time.
- In the event of product returns, the refund will be given minus the discount, plus a collection fee (if applicable)
- In the event of part of the order being returned, the refund will be given to the applicable product (s) minus the discount, plus a collection fee (if applicable)
- Offer code only available to residents of the UK
- Promotion codes are valid for a limited period as specified on our website, in the relevant marketing communication relating to the promotional code or as advised on the telephone, they cannot be used outside of that period

Other information which you should be aware of:

We advise you to print a copy of these terms and conditions for your information in the future.

Governing Law and Jurisdiction

- a. The formation, existence, construction, performance, validity and all aspects whatsoever of these terms and conditions or of any term of these terms and conditions and any non-contractual obligations arising out of or in connection with them will be governed by the law of England and Wales.

- b. The English courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions or use of the website.

Ownership of rights

All rights, including copyright, on this website are owned by or licensed to Essity. You may not modify, distribute or re-post anything on this website for any purpose. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Essity. To request permission to use contents from our website for corporate use, please contact us at compression.uk@jobst.com.

Accuracy of content

Essity has taken every care in the preparation of the content of this website and in the information provided during the telephone call to order, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, prices are subject to change without notice. Packaging may vary from that shown. Essity shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website or provided over the telephone.