

CLEARWAX LTD
TERMS & CONDITIONS OF SALE, TRAINING, REPAIR AND SERVICE

Clearwax Ltd designs, develops, manufactures, distributes and sells ear wax visualisation devices and ear wax removal instruments and provides associated training, repairs, servicing and technical support.

1. DEFINITIONS

Buyer means the business customer purchasing Goods and/or Services.

Device means medical devices supplied by Clearwax including the WAXscope® and iCLEARscope®.

Goods means devices, consumables, accessories, instruments, replacement parts and related products.

IFU means the applicable Instructions for Use (e.g. User Guide) supplied with the Device.

Services means training, repair, servicing and support services.

2. APPLICATION

These Terms apply to all quotations, orders, sales, repairs, servicing and training. Business customers only. Acceptance of delivery, training attendance, repair submission or use of Goods constitutes acceptance.

3. QUOTATIONS, PRICES AND PAYMENT

Quotations valid 30 days. Prices exclude VAT unless stated. Delivery and handling may apply. Late payments may accrue interest at 2% above Bank of England base rate. Clearwax may suspend supply or support for overdue accounts.

4. PROFESSIONAL USE, TRAINING REQUIREMENTS AND INTENDED PURPOSE

Devices are professional-use medical devices and must be used only in accordance with intended purpose and IFU.

WAXscope®:

(a) video otoscopy may be undertaken without in-person Clearwax training where used within competence and IFU requirements;

(b) ear wax removal may be undertaken without in-person Clearwax training where used within competence and IFU requirements.

iCLEARscope®:

(a) video otoscopy may be undertaken without in-person Clearwax training where used within competence and IFU requirements;

(b) ear wax removal requires successful completion of training delivered by Clearwax, an authorised Clearwax representative or by another training course provider.

Devices must not be supplied, transferred, resold, loaned or made available to persons who do not satisfy applicable training requirements.

Clearwax may request evidence of training status and may refuse support, servicing, warranty assessment, consumables supply or training where there are reasonable grounds to believe a Device is used contrary to these Terms.

5. DELIVERY, TITLE AND RISK

Delivery dates are estimates only. Risk passes on delivery. Title remains with Clearwax until payment in full.

6. RETURNS

6.1 Orders are accepted on a business-to-business basis only. Subject to clauses 6.2 and 6.8, Clearwax Ltd does not accept returns or provide refunds for change of mind, incorrect ordering, purchases no longer required or similar discretionary reasons.

6.2 Goods may only be returned where they are:

(a) faulty;

(b) damaged on delivery; or

(c) incorrectly supplied by Clearwax Ltd.

6.3 Where Goods are accepted for return under clause 6.2, Clearwax Ltd shall, at its option:

- (a) repair the Goods;
- (b) replace the Goods;
- (c) supply the correct Goods; or
- (d) issue a refund where repair, replacement or correction is not reasonably practicable.

6.4 Due to professional-use, hygiene, product integrity and regulatory requirements, opened, used, clinically deployed or installed Goods are not eligible for return except where clause 6.2 applies.

6.5 Any defect, shortage, damage or supply error must be notified in writing within 14 days of delivery.

6.6 Any approved return requires prior written authorisation and must follow Clearwax return instructions.

6.7 Consumables, including but not limited to specula, suction tips and similar single-use or hygiene-sensitive products, are non-returnable once opened, used, clinically deployed, installed or removed from original packaging.

6.8 Nothing in these Terms limits any mandatory legal rights or remedies that cannot lawfully be excluded.

7. WARRANTY

Warranty excludes misuse, operation outside intended purpose, failure to comply with IFU, failure to satisfy training requirements, accidental damage, unauthorised repair, consumables and normal wear. Remedies are limited to repair, replacement or refund at Clearwax's discretion.

8. REPAIRS AND SERVICING

Devices returned for assessment may be fully or partially disassembled.

Devices returned unrepaired may appear to be in worse condition following assessment because damaged optical and internal components may not be capable of being reassembled to original condition.

Repair quotations remain valid for 30 days.

Devices awaiting repair authorisation or collection instructions are stored free of charge.

Clearwax reserves the right to dispose of Devices and removed components after 6 months from receipt where repair authorisation or instructions have not been received.

Repairs performed by Clearwax are warranted for 12 months from completion of repair solely against defects in repaired or replacement components supplied as part of the repair. Warranty excludes unrepaired components, unrelated faults, misuse, accidental damage, consumables and normal wear.

9. TRAINING

Training reservations are confirmed only upon receipt of payment.

Cancellation:

- (a) more than 4 weeks before training: full refund;
- (b) between 4 weeks and 2 weeks before training: 50% refund;
- (c) less than 2 weeks before training: no refund.

10. INTELLECTUAL PROPERTY

All intellectual property rights remain property of Clearwax Ltd. No licence is granted except for intended use.

11. LIABILITY

Nothing excludes liability that cannot lawfully be excluded. Subject to this, Clearwax is not liable for indirect or consequential loss. Total liability shall not exceed sums paid under the relevant order.

12. REGULATORY COMPLIANCE

Buyers remain responsible for compliance with applicable laws and professional obligations. Patient safety concerns, adverse incidents, suspected misuse and suspected regulatory non-compliance may be documented and reported to relevant authorities including the MHRA where required by law or reasonably necessary.

13. FORCE MAJEURE

Clearwax is not liable for events beyond reasonable control.

14. GOVERNING LAW

These Terms are governed by the laws of England and Wales and constitute the entire agreement between the parties.