



Careousel Advance GSM Automatic Pill Dispenser

TERMS AND CONDITIONS

1 Definitions

1.1 In these Conditions:

"Agreement" means any contract between us and you for the System incorporating these Conditions;

"Device" means the Careousel Advance GSM Automatic Pill Dispenser

"System" means the combination of the Device, the SIM card, mobile phone networks and Administration Centre

"We", "Our" and "Us" means Pharmacell Medication Systems Ltd and its authorised Distributors and Retailers.

"You", "Your" or "Yourself" means the customer with whom we make the Agreement

1.2. Headings are for ease of reference only and do not affect interpretation or construction of these Conditions

2 Application

2.1 The Agreement will be made subject to these Conditions and to the exclusion of all other terms and conditions (whether or not in conflict or inconsistent with these Conditions), contained or referred to in any documentation submitted by you or in correspondence or elsewhere or implied by trade custom, practice or course of dealing

2.2 No variation of these Conditions shall be binding unless agreed in writing between us

3 Sale, Risk and Title

3.1 Ownership of the Device will pass to you only when we have received payment in full in cleared funds.

3.2 Any dates quoted for the provision or start of the service are approximate and we shall not be liable for any delay in relation to the same however caused.

3.3 Delivery of the Device will normally be arranged by us. Once delivered the device becomes your risk.

4 Charges

4.1 Costs and payment terms are as detailed on your initial invoice and will remain in force for the duration of this Agreement

5 SIM card

5.1 The SIM card in your Device, if supplied by us, remains our property at all times and it must not be removed from the Device without our permission

5.2 Should the SIM card be removed from the Device and be used improperly then you are liable for any and all charges which might accrue

5.3 You acknowledge that if your SIM card (if supplied by us) is lost or stolen, you will not be responsible for any airtime charges incurred after you have notified us of that fact but you will be responsible for any charges incurred beforehand.

5.4 You must not use the SIM card (or allow it to be used) for any illegal purpose.

6 Your Liability and Responsibility

6.1 The System is an aid designed to assist the user to remember to take their medication. Pharmacell Medication Systems Ltd, its authorised distributors and retailers offer no guarantee that the device is suitable and fit for purpose for specific individual users. It is your responsibility that an assessment is made to determine whether or not an individual is a suitable user of the device. (see also para 8 below).

6.2 It is the user's responsibility to ensure that medication is taken as prescribed

6.2 You are responsible for entering the information required on the Administration Centre

6.2.1 You are not obliged to answer all or any fields on the form (save for those marked obligatory) and you understand that any alert message could be delayed or impaired if relevant information is not entered

6.2.2 You are responsible for amending any information on the Administration Centre as may be necessary from time to time.

6.3 You expressly agree that you use the Device at your sole risk. As we have no control over those elements of the System provided by third parties including mobile phone networks or internet service providers, we (including our employees and agents) are unable to warrant that the operation of your Device will be uninterrupted or error free.

6.4 You agree and accept that failure of the Device does not affect any of the terms conditions or obligations of this Agreement

6.5 We will supply you with an Instruction Manual for the Device. In order to reduce the risk that the system will fail it is your responsibility to ensure that all the instructions and advice contained in the Instruction Manual are adhered to and in particular:

- Monitor the battery power and replace the batteries as required
- Monitor the SIM balance and top up as required (if applicable).
- Ensure that the device is used in a location with a suitable mobile network signal

7. Our Liability

7.1 Subject to these Conditions we warrant that the device shall at the time of delivery and for a period of 12 months from the date of delivery be free from manufacturing defects and if the device does not conform to this warranty we will at our option repair or replace such part of the device as is found not to conform to this Warranty;

This Warranty is limited to manufacturing defects and will not apply to any parts of the device which have, in our reasonable opinion, been damaged modified or misused by you or any third party.

7.2 We do not accept responsibility for faults or other consequences arising from any misuse of the Device, for example, damage from dropping, moisture, liquids and heat, insertion of foreign objects, forced or unauthorised opening of the dispenser

7.3 All warranties and representations express or implied as to the quality or fitness for any purpose of the system are hereby excluded.

7.4 You agree that we accept no liability for failed Data or SMS messages, email, API or App notifications.

8 Refund Procedure (ref: 6.1 above)

8.2 In the event that the device is found not to be suitable for the user you may cancel this agreement and return the device (including its SIM) to us providing that we are advised in writing within fourteen days of its delivery and that we receive it undamaged, with the original packaging and complete with all the original parts within 30 days.

8.3 You will pay the cost of returning the device to us

8.4 We undertake to refund to you any monies paid to us within thirty days of receipt of the return of the device subject to clause 9.5 (below)

8.5 if you have incurred any communication charges we may deduct the cost from the refund we make to you

9 Exclusions of Liability

9.1 We will not be liable to you for any loss of profits, goodwill, business opportunity or anticipated savings, business interruption, loss of programs or other data whether incurred directly or indirectly or for any indirect, incidental, consequential, special or punitive loss or damage whatsoever and howsoever arising regardless of whether such loss or damage was reasonably foreseeable by the parties

10 Suspension

10.1 Without prejudice to our other rights we may without liability suspend provision of or access to all or part of the System:

10.1.1 in response to or compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, any emergency service or any other competent regulatory authority;

10.1.2 in the circumstances set out in Condition 15.2 or to carry out routine or emergency maintenance or repair work on the System or any of our networks and systems;

10.1.3 if you abuse the System

10.1.4 as an alternative to the termination of the Agreement

10.2 Wherever possible we will give reasonable prior notice of any suspension and details of the anticipated length of the suspension

10.3 Where suspension is due to your default, reinstatement of the Agreement will be at our sole discretion and in any event you will be liable for any costs to reinstate the system

11 Termination

11.1 We may immediately terminate the Agreement if:

11.2.1 You fail to perform one or more of your obligations under these Conditions and you do not remedy the failure within 14 days of a request by us to remedy it;

11.2.2 any information provided by you or otherwise relied upon by us proves to be or becomes inaccurate or incorrect to an extent that in our reasonable opinion it affects our ability to provide the System to you;

11.2.3 You fail to pay your debts as and when due

11.3 If the Agreement is terminated for any reason you will still be responsible for paying any outstanding charges which relate to the period before termination together with any additional expense we might incur to recover the outstanding charges.

12 Personal Data

12.1 We will use any personal details you supply to us for the purposes of transmitting alert messages in accordance with the principles contained in the Data Protection Act 1998 and Regulation (EU) 2016/679 of the European Parliament dated 27 April 2016

12.2 In the case that we are unable to contact you using any other supplied data we may use personal details as entered in the Administration Centre to contact you.

13 Notices

14.1 All notices will be sent to the recipient at the email or postal address set out in the initial invoice - in which case they are considered to have been received 72 hours after the date of mailing.

15 Force Majeure

15.1 We shall not be liable to you for any loss or damage which may be suffered by you as a direct or indirect result of the supply of the System by or on behalf of us being prevented hindered delayed cancelled or rendered uneconomic by reason of circumstances or events beyond our reasonable control ("force majeure circumstances") including but not limited to government regulations, fire, flood, war, civil war, terrorism or an act of God. If we are affected by force majeure circumstances we must inform you in writing as soon as reasonably practicable

15.2 In force majeure circumstances we may in our sole discretion suspend or terminate the Agreement pursuant to these Conditions

16 General

16.1 If any of these Conditions is held to be invalid, illegal or unenforceable in any respect whether in whole or in part such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the remainder of these Conditions and the remainder of the affected Condition

16.2 We may transfer, assign, or pass our rights or obligations under this agreement or arrange for any other person or organisation (a "transferee") to carry out our rights or obligations under this agreement.

16.3 None of your rights or obligations under these Conditions may be assigned transferred or sub-contracted in whole or in part without our prior written consent which we will not unreasonably withhold

16.4 Failure by us to exercise or enforce any rights under the Agreement or any contract subject to these Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter

16.5 A Party which is not a party to the Agreement or any contract subject to these Conditions has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of these Conditions

16.6 Nothing in these Conditions or any action arising pursuant to them shall constitute or be deemed to constitute between the parties a partnership, agency, association, joint venture or other corporate entity. Neither party shall have the authority to negotiate or conclude contracts or otherwise enter into binding arrangements with any third party on behalf of the other

16.7 Except as otherwise provided in these Conditions, these Conditions are intended and agreed to be solely for the benefit of us and you and their permitted assigns (if any) and no third party shall acquire any benefit, claim or rights of any kind whatsoever pursuant to, under, by or through these Conditions

17 Governing Law

These Conditions and the Agreement to which these Conditions apply are subject to English law and all claims are subject to the exclusive jurisdiction of the English Courts.

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