

1. Prices

Starkey Laboratories Limited supplies goods by reference to the published price list at the time of receipt of order. Special written price agreements between Starkey Laboratories Limited and the customer may supersede the published price list. Any written price agreement will lapse 12 months from the date of issue. All prices are exclusive of VAT and Postage and Packaging (P&P). Starkey Laboratories Limited reserves the right to vary prices in accordance with changes in costs and market conditions. There is a minimum order charge of £5.00 (excluding VAT and P&P) on all accessories and consumables.

2. Terms of Payment

Invoices are due for payment no later than 30 days following the end of the month of issue. All invoices should be checked and any disputes directed to the Accounts Department within 14 days of receipt of invoice (0161 483 2200 / accounts@starkey.co.uk). For undisputed overdue invoices not paid in full Starkey Laboratories Limited reserves the right to:

- suspend future deliveries
- discontinue price list discounts
- charge interest on overdue invoices

3. Payment Methods

Payment will be accepted by bank transfer, cheque and credit/debit card. All payments should be accompanied by a remittance advice.

4. Title of Goods

Title of goods supplied to the customer shall remain with Starkey Laboratories Limited until full payment for the goods has been received and cleared. Until title to the goods passes to the buyer, Starkey Laboratories Limited may repossess the goods supplied, or, should the customer have resold the goods, claim any proceeds from the resale. The proceeds from any resale transaction should be held on trust for Starkey Laboratories Limited.

5. Delivery

Delivery of goods is subcontracted to independent specialist suppliers and subject to the subcontractor's terms and conditions. All the subcontractor's delivery options are available to the Customer, and additional charges are levied appropriately, at Starkey Laboratories Ltd discretion. Charges for the Standard delivery options are shown on the Service, Warranty and Delivery page of the Starkey Laboratories Ltd Price List. Other options and associated delivery charges can be quoted for, on request. Starkey Laboratories Ltd reserves the right to use alternative delivery methods, and may charge appropriately for their service, when delivery directly to a consumer or a residential address (i.e. not one belonging to an account holder) is requested. Starkey Laboratories will use a method that provides proof of delivery and invoice additional charges to the account holder. Consignment of goods to Starkey Laboratories Limited is the responsibility of the consignee.

6. Defective Goods

6.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within 14 Business Days of such delivery and returns the item to Supplier within 45 days, the Supplier shall at its option:

6.1.1. replace the defective Goods within 45 Business Days of receiving the Customer's notice; or

6.1.2. refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective;

but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

6.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

6.3 Goods, other than defective Goods returned under sub-Clauses 1.1 or 1.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

7. Return Privilege

All Starkey Laboratories Limited hearing instruments, unless subject to any alternative written agreement, may be returned for full credit to the customer's account within 90 days from the invoice date.

Starkey Laboratories Limited grants an additional 60 days grace period within which a £25.00 deduction per hearing aid from the credit amount is made, making a total of 150 days from the invoice date.

Starkey Laboratories Limited returns policy does not affect the customer's payment obligations. Hearing instruments should be returned as new.

Credit may be reduced to compensate for damage or incomplete packaging and/or accessories. Earmoulds, equipment and sundries are excluded from this return privilege. Starkey Laboratories Limited also reserves the right to charge an administration fee to cover the cost of processing returned items.

8. Marketing of the Products

The Customer shall be entitled to promote and market the Products within the United Kingdom and Ireland in such manner as it may think fit subject to the following. In connection with the promotion, and marketing of the Products the Customer shall:

- not destroy, deface, obscure, conceal or interfere with any identifying mark, markings, labels or other indications placed on the Products by Starkey Laboratories Limited;
- not make any additions, alterations or modify in any way the Products, their carrying cases or the operating instruction books as supplied by Starkey Laboratories Limited without the prior written consent of Starkey Laboratories Limited;
- use in relation to the Products only such advertising, promotional and selling materials as are approved in writing by the Starkey Laboratories Limited.

9. Intellectual Property

The Starkey Laboratories Limited hereby grants to the Customer the non-exclusive right in the United Kingdom and Ireland to use the trademarks or trade names of the Products for the purposes only of exercising its rights and performing its obligations under these terms and conditions. The Starkey Laboratories Limited makes no representation or warranty as to the validity or enforceability neither of the Intellectual Property nor as to whether they infringe any intellectual property rights of third parties.

The Customer shall ensure that each reference to and use of any of the trademarks or trade names of the Products by the Customer is in a manner from time to time approved by the Starkey Laboratories Limited and accompanied by an acknowledgment, in a form approved by the Starkey Laboratories Limited, that the same is a trade mark or trade name of the Starkey Laboratories Limited.

The Customer shall not:

- alter, remove, conceal or tamper with any Intellectual Property, numbers, or other means of identification used on or in relation to the Products;
- use any of the Intellectual Property in any way which might prejudice their distinctiveness or validity or the goodwill of the Starkey Laboratories Limited therein;
- use in relation to the Products any trademarks or trade names other than those approved by the Starkey Laboratories Limited without obtaining the prior written consent of the Starkey Laboratories Limited;
- use any trademarks or trade names so resembling any trade mark or trade names of the Starkey Laboratories Limited or used by the Starkey Laboratories Limited as to be likely to cause confusion or deception;
- sub-license, transfer or otherwise deal with the rights of use of the Intellectual Property granted under these terms and conditions.

Except as provided above the Customer shall have no rights in respect of Intellectual Property or of the goodwill associated therewith, and the Customer hereby acknowledges that, except as expressly provided in these terms and conditions, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Starkey Laboratories Limited or such other third party who owns them.

The Customer shall at the request of the Starkey Laboratories Limited execute such registered user agreements or licences in respect of the use of any Intellectual Property as the Starkey Laboratories Limited may reasonably require.

The Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

The Customer shall promptly and fully notify the Starkey Laboratories Limited of any actual, threatened or suspected infringement of any Intellectual Property which comes to the Customer's notice, and of any claim by any third party so coming to its notice that the Intellectual Property infringes the rights of any other person, and the Customer shall at the request and expense of the Starkey Laboratories Limited do all such things as may be reasonably required to assist the Starkey Laboratories Limited in taking or resisting any proceedings in relation to any such infringement or claim.

10. Warranty

Starkey Laboratories Limited strongly advises that consumers insure their hearing equipment against loss and accidental damage. Starkey Laboratories Limited warrants that, according to its own discretion, it will either repair, or refund, any goods or services that it accepts as being defective or not in accordance with an agreed contract within the following schedule;

Hearing Instrument (except below)	24 months
AMP	12 months
Active Noise Protection Products	12 months
Passive Hearing Protection Products	21 days
In Ear Monitors	12 months
Earmoulds	21 days
Hearing Instrument Repair (chargeable)	6 months
SurfLink Products	24 months
Diagnostic Equipment	12 months
Synergy Charger	24 months

Warranty is assumed to commence 14 days following dispatch from Starkey Laboratories Limited unless otherwise notified.

Exclusions include but are not limited to;

- Specific written agreements that replace standard terms and conditions. e.g. an authorised extended warranty plan.
- Damage due to improper handling, accident, unauthorised repair, changes to ear physiology, fair wear and tear and solvents and aural secretions.
- Remake due to fit issues is only guaranteed for the initial credit return period of 150 days. It does not include remake due to growth, damage, theft or loss.
- Hearing instrument warranty can be extended by purchasing an additional 12, 24, or 36 months, up to a maximum of 60 months.

These additional warranties for new hearing instruments must be purchased within the initial Credit Return Period to become valid.

- Paediatric Warranty Programme: When a 2 Year, or 3 Year, Paediatric Warranty is purchased, the cover provides for any number of aid remakes due to growth or damage, during the relevant period. Up to date impressions would be needed, so that a new aid can be made and sent, before the old aid needs to be returned. This ensures continuity for the wearer. The Paediatric Warranty also covers for one loss of the aid.

11. Repair

Starkey Laboratories Limited operates a fixed tariff repair service. Fixed tariff repair prices are designed to reduce costs to Starkey Laboratories Limited, the buyer and the customer by reducing administration. Starkey Laboratories Limited reserves the right to charge for quotations for repairs. Starkey Laboratories Limited reserves the right to vary repair charges at its own discretion.

12. Definitions

"Customer"

All customers purchasing goods from Starkey Laboratories Limited;

"Intellectual Property"

Means all intellectual and industrial property rights of whatsoever nature of the Starkey Laboratories Limited or used by or licensed to the Starkey Laboratories Limited including without limitation, patents, copyright, moral rights, related rights, design rights, trade marks or trade names, service rights, internet rights, website rights, domain names, rights in databases, trade secrets and know-how, in each case whether or not registered, other industrial or intellectual property right subsisting in the Products and confidential information of the Starkey Laboratories Limited and applications for any of the foregoing and forms of protection of similar nature or having equivalent or similar effect to those anywhere in the world;

"Product"

The products to be supplied by Starkey Laboratories Limited;

13. GDPR Data Protection Schedule

13.1 The Customer and Starkey Hearing Technologies UK agree that, for the purposes of this Agreement, Starkey Hearing Technologies UK (and each permitted subcontractor) shall be a data processor of the Patient Data for the Customer as data controller.

13.2 Starkey Hearing Technologies UK, when acting as data processor for the Customer, shall only process the Patient Data in accordance with the Customer's documented instructions including as set out in Starkey Hearing Technologies UK data protection policy.

13.3 Each party shall comply with all Data Protection Law applicable to it in connection with the processing of Patient Data.

13.4 Please refer to our online pricelist at uk.starkeypro.com for full details of our data protection policy.

SMART REWARDS TERMS and CONDITIONS

These Terms and Conditions ("Terms") govern the collection and use of SMART Rewards Points and any offers associated with the SMART Rewards programme.

The Terms set out the terms of the contract between Starkey Laboratories Limited ("Starkey", "We" or "Us") and you, the account holder.

"Points" means "SMART Rewards Points" as created under this programme.

The SMART Rewards programme is open to all independent Starkey customers, subject to approval and acceptance of these terms and conditions.

SMART Rewards Points are only available on specified product lines. Please review the latest SMART Rewards Catalogue for details.

SMART Rewards Points are attributed to the customer when the product is invoiced.

In the event of a return for credit of goods purchased from Starkey, where the original purchase attracted SMART Rewards Points, all such SMART Rewards Points attributed from the original purchase will be deducted accordingly.

In the event of an account acquiring a negative points balance due to redeeming points on purchases which are subsequently returned for credit, Starkey withhold the right to invoice customers for the value of the negative balance.

SMART Rewards Points expire 12 months from the date acquired. Points unused after 12 months will be cancelled.

There is no cash value for any SMART Rewards Points.

Customers will receive notification of their SMART Rewards points balance via an email statement.

Starkey withhold the right to withdraw any reward from the SMART Rewards Catalogue at any time.

SMART Rewards Points can be redeemed against any of the items in the SMART Rewards catalogue providing the account holder holds sufficient points corresponding to the point requirement of that item.

SMART Rewards Points will be deducted from the customer's balance upon Starkey's receipt of the request. The latest edition of the SMART Rewards catalogue will void the availability of rewards shown in previous catalogue.

SMART Rewards Points cannot be transferred from one customer account to another.

SMART Rewards Points shall become invalid if the customer's account is closed and may not be subsequently redeemed.

SMART Rewards Points will be suspended if trading accounts are outside of agreed trading terms & conditions.

Starkey reserves the right to amend or terminate the SMART Rewards Points programme, or these terms and conditions at its sole discretion any time, with or without notice and any points gained will be null and void.

You are responsible for notifying us if your details change.

In the event of a breach by us of these Terms, our sole liability shall be to credit you with SMART Reward Points in the event that such points were incorrectly deducted or should have been credited but were not.

In the event of any conflict or inconsistency with any other communication, including advertising, marketing or promotional material, these Terms shall prevail.

Starkey Laboratories Limited retains the sole responsibility for the redemption of SMART Rewards Points arising from participation in the SMART Rewards Points programme.

Starkey may refuse to redeem SMART Rewards Points and/or authorise the issue of SMART Rewards Points if it considers that the programme is being misused, or if you are in breach of any of the terms of your account agreement.

Standard terms of 'Force Majeure' shall apply.

Starkey Laboratories reserves any copyright and any other rights which may exist in conjunction with the supply of any product and images as part of the SMART Rewards Points programme.

Starkey Laboratories shall not be liable for any damage or injury as a result of the supply of any products or services in the SMART Rewards Points programme.