

Unimed Procurement Services limited

Terms and Conditions for a Standard by shipment

Application and entire agreement

1. Conditions:

- 1.1 These Terms and Conditions will apply to all goods and services supplied by us and will apply for each delivery/order number (unless varied in writing for the order and agreed by both parties).
- 1.2 These conditions are reviewed periodically and may be updated.

2. Ordering:

- 2.1 The placing of an order by you for Goods and/or services is an offer by you to purchase those Goods subject to these Conditions, except as described in clause 1.1.
- 2.2 If we are unable to fulfil the order in any respect, we will notify you which items we are unable to provide and for which a “follow up” delivery may be required or alternative goods/services supplied if agreed. We will acknowledge receipt of the order followed by our acceptance. This acceptance creates a Contract for the supply of all of the Goods detailed in the order. Where we have notified you that follow up deliveries will be required:
 - 2.2.1 A Contract will be created in respect of the Goods and/or services that are part of the initial delivery.
 - 2.2.2 If you have indicated to us that you will accept follow up deliveries, then additional separate Contracts will be created in respect for each follow up delivery.
 - 2.2.3 If you have indicated to us in writing that you do not wish to accept follow up deliveries, then no additional Contract is created in respect of the remaining items.
- 2.3 We are not responsible for vetting the authorization of your employees, agents or contractors to place orders or request services on your behalf. We will not be liable for financial losses incurred by the acceptance of an order or request.
- 2.4 All Goods are sold subject to reasonable availability and we may substitute materials of equivalent or superior specification without notice, unless you have requested in writing to our Customer Services team that we do not do so or otherwise agreed. This may include:
 - 2.4.1 substitution with licensed parallel products; and
 - 2.4.2 substitution of generic products of a particular manufacturer with product manufactured by a different manufacturer. Where possible, we will adhere to any manufacturer preferences that you may have specified in writing.
- 2.5 Ordering cut-off times will be reviewed and reassessed by us periodically. We will advise you of any changes in advance.
- 2.6 We reserve the right to refuse an order for reasons which will be advised at the time.

3. Delivery of Goods and provision of Services:

- 3.1 The goods/services will be delivered to the address stated in the order. We will keep the agreed contact updated with progress on delivery timescales.
- 3.2 Confirmation of delivery from our shipping partners with evidence (manual or electronic) will be proof of delivery.
- 3.3 You are responsible for ensuring that the delivery address complies with the appropriate regulatory and registration requirements on an ongoing basis, including but not limited to any requirements specified from time to time by the General Pharmaceutical Council, Medicines and Healthcare products Regulatory Agency (MHRA), Care Quality Commission, or any other relevant bodies in your country or area. You are also responsible for ensuring that an appropriately authorized person supervises the receipt and acceptance of the Goods at the delivery address.
- 3.4 Where delivery is by instalment, each instalment shall be treated as a separate Contract. Any failure by us to deliver any one or more instalments in accordance with the relevant Contracts, or any claim from you in respect of any one or more instalments shall not entitle you to treat the Contracts relating to all of the instalments as repudiated.
- 3.5 Times, dates or periods which are given for the delivery of the Goods or performance of Services are our best estimate. We will use reasonable endeavours to supply them by these dates and will keep you updated but will not be liable for any loss or damage resulting from delay, however caused. This includes delay and non-delivery as a result of circumstances beyond our control including but not restricted to political turmoil, weather conditions etc.
- 3.6 Schedules for the delivery and performance of Goods and Services will be reviewed and reassessed by us regularly. We will advise you of any changes in advance.
- 3.7 If you do not take delivery of the Goods on the date of delivery, we will be entitled at our discretion to either:
 - 3.7.1 store the Goods at your risk, and charge you for costs of such storage, including insurance and carriage; or
 - 3.7.2 dispose of the Goods and charge you for costs of disposal and value of the contract.
- 3.8 You will reimburse and indemnify us for liabilities, costs damages, or losses (including loss of profit) incurred by us if you:
 - 3.8.1 cancel your order for Goods or Services after acceptance by us,
 - 3.8.2 do not return any pallets or containers in which the Goods are delivered undamaged within the pre-agreed number of days after the delivery date (if pre-agreed in the contract).

4. Returns Policy:

- 4.1 All returns must be pre-agreed and comply with our returns policy with all documentation and packaging.
 - 4.1.1 You must notify discrepancies in supply quantity to us with the following timelines:
 - 4.1.2 In writing within 3 working days following delivery in the case of ambient Goods; or
 - 4.1.3 In writing within 1 working day following delivery in the case of Goods requiring refrigerated storage; or you will be deemed to have accepted the supply of the quantity of Goods advised on the delivery note if you do not notify us of a discrepancy in supply quantity within these timelines
- 4.2 Unimed offers a claims and returns service. In summary, Unimed will not accept Goods for return other than:
 - 4.2.1 in accordance with Good Distribution Practice (Guidelines on Good Distribution Practice of Medicinal Products for Human Use) and all associated regulations and guidelines issued by the MHRA from time to time.
- 4.3 Notwithstanding clauses 1.1 and 1.2
 - 4.3.1 Goods requiring refrigerated storage will be accepted to correct a delivery error only. In this case, the Goods must be returned not later than the next working day and must have been stored correctly whilst on your premises.
 - 4.3.2 Any goods where a return is agreed must have been stored correctly whilst on your premises. These goods must be packaged correctly for collection.
 - 4.3.3 Any returned product covered by the Misuse of Drugs Act 1971 must be packaged separately and entered onto a separate returns note. The agreement of the supplying branch for the return must be obtained in advance.
 - 4.3.4 We do not accept the return of special products ordered – where they are delivered as ordered.
 - 4.3.5 In certain instances, a returns charge may be incurred – this will be pre-agreed where relevant.

5. Recall of Goods

- 5.1 In certain circumstances a recall of Goods may be appropriate. This may be at the request of the manufacturer, Marketing Authorisation holder, at our discretion or that of another competent authority. If a recall is required, we will advise you of the steps to take. This notification may be verbal and subsequently confirmed in writing. You agree, upon receipt of notification from us, to provide all reasonable assistance as may be requested by us. In particular, you agree to:
 - 5.1.1 return to us all of the Goods covered by the recall (the “Affected Goods”); and
 - 5.1.2 advise us (as far as practicable) in writing of any business to business buyers of all Affected Goods already sold by you; and
 - 5.1.3 you will advise us of any quality issues or potential “adverse events” related to the Affected Goods as defined by MHRA guidelines.
- 5.2 In the event that we are unable to replace the Affected Goods within a reasonable period, we shall supply to you a credit note to the value of the Affected Goods which have been returned to us.

6. Risk and Title

- 6.1 The risk of damage to or loss of the Goods shall, except where stated otherwise in these Conditions, pass to you upon delivery of the Goods (or where you fail to accept delivery, when we have attempted to deliver them).
- 6.2 We shall retain title to the Goods and you will hold them on our behalf (as our bailee and fiduciary agent) until we have received payment of all amounts due to us, whether under the relevant Contract or any other contracts between you and us.
- 6.3 Until the purchase price has been paid, you agree to ensure that the Goods are stored in an appropriate area separately from any goods that belong to you or any third party, except where otherwise agreed by us in writing or as permitted by clause 9.4. You also agree to ensure that the Goods are clearly identifiable as being our property. You will ensure that the products will not be marked or damaged whilst storing them on our behalf.
- 6.4 You can supply or use the products before title has passed to you solely on the following conditions:
 - 6.4.1 any such supply shall be in the ordinary course of your business;
 - 6.4.2 any such supply shall be on your own behalf and you shall deal as principal when making such supply;
 - 6.4.3 title to the Goods shall pass from us to you immediately before the time at which such supply by you occurs; and
 - 6.4.4 any such supplies shall be subject to the terms of clause 8.
- 6.5 If there is a delay in making payment to us or if you are subject to an Event as defined in clause 13:
 - 6.5.1 we may, in order to satisfy your debt to us, enter any premises where the Goods owned by us may be located without prior notice, and repossess and dispose of any Goods owned by us; and
 - 6.5.2 your right to sell or otherwise dispose of the Goods shall end immediately; and
 - 6.5.3 we may withhold delivery of any undelivered goods (including goods in transit) and suspend performance of any incomplete Services (in each case where under the Contract or any other contract between you and us); and/or
 - 6.5.4 any and all sums unpaid in respect of the Goods or Services shall become immediately due and payable.
 - 6.5.5 Unless we expressly advise otherwise, any contract between you and us for the supply of Goods or Services shall remain in existence notwithstanding any exercise by us of our rights under this clause

7. Warranties

7.1 We warrant that:

7.1.1 on delivery, the Goods provided will comply with the specification as set by the relevant manufacturer and will be free from material defects in materials and workmanship; and

7.1.2 all Services will be provided with reasonable skill and care.

7.2 We make no representation or warranty that the Goods, any items provided to you as part of the Services, or the use of the Goods or items will not infringe the rights of any third party and we shall have no liability in this respect.

7.3 Except as provided for in these Conditions, any conditions and/or warranties, (whether express or implied by statute or common law or howsoever) including but without limitation those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to us) are hereby excluded, to the extent permitted by law.

8. Liability

8.1 The following provisions set out our entire liability (including but not limited to liability for the acts and omissions of our employees, agents and sub-contractors) in respect of

8.1.1 any breach of the Contract;

8.1.2 any representation (other than fraudulent misrepresentation); and

8.1.3 any statement or tortious act or omission (including but not limited to negligence) arising under or in connection with the Contract.

The following provisions are also designed to take account of the fact that we are not the manufacturer of the Goods and are simply a reseller.

8.2 It shall be your responsibility to promptly check the Goods for quantity and defects following delivery by us. Subject to clause 12.6, we shall not be liable for any claim that the Goods do not comply with the Contract, or any associated losses unless written notice is given to us by you within the timelines identified in clause 3.6. If you do not give notice in accordance with this clause 12.2, the items delivered shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by you, you shall be bound to accept and pay for the same and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall thereafter be wholly barred.

8.3 In the event that you have a valid claim for any loss, damage or non-compliance with the Contract in respect of Goods or Services, our only obligations in respect of such loss, damage or non-compliance shall be to:

8.3.1 make good the relevant defect or non-performance; and/or

8.3.2 replace the items concerned or refund the cost of such Goods or Services to you and/or

8.3.3 reimburse any transport costs which you incur in connection with the return of the relevant Goods to us. Please note that Goods may only be returned in line with clause 4 and 7 above.

- 8.4 Subject to clause 12.5 we shall not be liable for any costs, claims, damages or expenses, whether arising out of any tortious act or omission (including but not limited to any negligent act or omission), any breach of contract or statutory duty:
- 8.4.1 of an indirect or consequential nature; or
 - 8.4.2 that are calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals; or
 - 8.4.3 that are calculated by reference to accrual of such costs, claims, damages or expenses on a time basis.
- 8.5 Subject to clause 12.6 our aggregate liability to you for any loss or damage (whether asserted by you or third parties) of whatever nature shall be limited to and in no circumstances shall exceed the total net price of the relevant Goods or price of the Services as described in clause 4, excluding VAT.
- 8.6 Nothing in these Conditions shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability that may not be excluded for limited as a matter of English law.
- 8.7 Nothing herein shall impose any liability upon us in respect of any defect in the Goods arising out of your or your representatives' or agents' acts, omissions, negligence or default, including any failure to comply with recommendations from us as to storage and handling of the Goods.
- 8.8 We shall not be liable for any failure to comply with the Contract (and shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered) if and to the extent that we are prevented from or hindered in or delayed in obtaining or delivering the Goods or otherwise complying with the Contract through any circumstances beyond our control including accidents, war, fire, breakdown of equipment, shortage or unavailability of materials from normal sources of supply, industrial disputes and environmental incidents.
- 8.9 Information, illustrations or other particulars of the Goods or Services contained in advertising material, catalogues or similar documents, or on any e-commerce portals or other websites, or in any correspondence are (unless we expressly state otherwise in writing) intended to serve as a guide only. They are not to be treated as having influenced your decision to enter into any Contract and do not form part of the Contract.
- 8.10 A waiver by us of any right, or our failure to exercise any right or to insist on the strict performance of any provision of the Contract, shall not operate as a waiver of, or preclude any further exercise or enforcement of (as the case may be) or other exercise or enforcement by us of that or any other right or provision.
- 8.11 Each provision and each part of each provision of the Contract is severable and distinct from the others. We and you intend that every provision and each part of each provision shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes wholly or partly invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but all other provisions and parts of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby be affected or impaired. No person who is not a party to a Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The third parties mentioned in clause 10 shall be entitled to rely on consents given pursuant to such

clause, but their consent shall not be required to any termination, rescission or variation of any Contract or any of these Conditions.

- 8.12 You cannot transfer or sub-contract the Contract or any of your rights or obligations under it to any third party without our prior written consent.
- 8.13 We may transfer or sub-contract the Contract or any of our rights or obligations under it to any other party without your consent.
- 8.14 The Contract and any non-contractual rights and obligations arising out of or in connection with it shall in all respects be governed by and construed in accordance with English law. Both parties submit to the exclusive jurisdiction of the English and Welsh courts in respect of such matters.