

## Terms and Conditions of Sale

### General

1. These Terms and Conditions of Sale ("the Conditions") shall apply to and form part of the contract ("the Contract") between Qualasept Ltd ("the Company") and the buyer named overleaf ("the Buyer") for the supply of goods and services ("the Deliverables") specified on any invoice from the Company dated on or after the date of the Contract and shall operate to the entire exclusion of any terms or conditions incorporated expressly or by reference or otherwise in the Buyer's order ("the Order"). No representation, assurance or other statement made by any of the Company's representatives shall be construed as enlarging, varying or overriding any of the Conditions and neither the Buyer nor the Company shall be bound by any variation, waiver of or addition to the Conditions unless expressly agreed in writing. No waiver by the Company of any default shall be deemed to be a waiver of any default which may occur thereafter.
2. An account may be opened by the Company at its sole discretion following receipt of a completed quotation acceptance form and a completed new account application form, and may be suspended or closed at any time with or without prior notice.

### Price

3. All Orders for the Deliverables shall be deemed to be an offer by the Buyer to purchase subject to these Conditions at the price stated in the quotation provided by the Company, which the Company shall be free to accept or decline at its absolute discretion.
4. Unless otherwise agreed in writing, the price of the Deliverables is exclusive of carriage charges and VAT. The Contract Price shall be the total of the price of the deliverables plus carriage charges and where applicable, VAT.

### Payment

5. The Company shall be entitled to invoice the Buyer on or at any time after acceptance by the Company of an Order. The Buyer shall pay invoices in full by return or, if so agreed in writing with the Company, within 30 days of date of invoice.
6. The time of payment shall be of the essence of the Contract and if the Buyer shall default in payment on the due date, the Company may refuse to deliver the Deliverables and terminate the Contract without notice and without prejudice to any right of the Company existing at the time of such termination and to any other remedies provided by law.
7. Without prejudice to Condition 6, the Company reserves the right to charge interest at 8% per annum above the base rate of the Bank of England on all overdue payments and all other expenses incurred by the Company on account of the failure of the Buyer

to pay on the due date. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

8. If the Buyer disputes any part of an invoice, it will promptly notify the Company, providing reasonable detail, and cooperate reasonably and in good faith to resolve the dispute. The Company reserves the right to issue a new invoice for the undisputed part of that disputed invoice. The new invoice will be payable within the payment period applicable to the original invoice.

## Delivery

9. The Company's liability for delivery shall be limited to making the Deliverables available in the packing, if any, necessary to enable the Buyer to take delivery of the Deliverables at the place specified in the Order. The Buyer shall be responsible for unloading the Deliverables. If the place of delivery is not specified in the Order the Company's liability for delivery shall be limited to making the Deliverables available at a warehouse of the Company in the United Kingdom.
10. Delivery dates are given in good faith but are not guaranteed and the Company shall not be liable for any direct, indirect or consequential loss whatsoever suffered or caused through late delivery or non-delivery. The time of delivery shall not be of the essence of the Contract and the Company shall be at liberty to deliver the Deliverables by instalments.
11. The Deliverables shall be deemed to have been delivered to the Buyer in accordance with the Contract and the Buyer shall not be excused payment of the Contract Price when due by reason of any allegation of non-delivery of the Deliverables unless the Buyer shall give notice of any such allegation to the Company addressed to it at 3 Corsham Science Park, Park Ln, Corsham, Wiltshire, SN13 9FU, UK, within two days of receipt by the Buyer of the Company's invoice for the Deliverables. If it is proved to the Company's satisfaction that the Deliverables have not been delivered the Company shall without prejudice to the provision of Condition 9 hereof at its option either make a further delivery of goods in conformity with the Company's invoice for the Deliverables or give the Buyer credit for the

## Deliverables

12. Following delivery in accordance with clauses 8-10 above, the Buyer shall have seven calendar days in which to check and reject the deliverables due to them being faulty. If no such rejection is received within this time, the Deliverables shall be deemed accepted. As the carriage of Deliverables is at the risk of the Buyer, the Company shall not be liable for any faults in the Deliverables that have been caused by carriage. If in the Company's opinion, Deliverables are faulty due to the Company's fault, it shall, at its option, repair or replace faulty Deliverables or refund their price.

### Limitation of Liability

13. The Company's total liability arising under or in connection with the Contract, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to the Contract Price. Nothing in these Conditions shall limit or exclude the liability of the Company for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation.

### Force Majeure

14. The Company (or any person acting on its behalf) shall not be liable for any failure to perform its obligations hereunder which is due to an event beyond its control which by its nature could not have been foreseen by the Company (or such person acting on its behalf) or, if it could have been foreseen, was unavoidable and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources and no delay in dispatch as a result of any such event shall entitle the Buyer to rescind the Contract. The Company shall be entitled by notice in writing after such event shall have come to its knowledge, to cancel the Contract or any part thereof then unfulfilled and thereupon the Company shall be released from all further liability under the Contract or the part thereof which shall have been cancelled.

### Title and risk

15. Title to the Deliverables shall pass to the Buyer on receipt of payment in full. Risk in respect of the Deliverables shall pass to the Buyer on delivery of the Deliverables to the Buyer in accordance with conditions 8, 9 and 10.

### Patents, trademarks etc.

16. The Company shall not be responsible for any infringement or unauthorised use of any patent, trade mark, copyright or other right belonging to a third party and nothing herein contained shall be construed to be a transfer or assignment of any such rights contained in the Deliverables and all such rights are expressly reserved to the Company or such other the true and lawful owner thereof.

### Warranty

17. The Buyer warrants to the Company that it is authorised to purchase unlicensed medicinal products ("Specials") from the Company and that the Buyer's employee, officer, agent or any other representative placing an order for such Specials is either:

- (i) a doctor or dentist requiring the Specials for patients under his or her direct control and responsibility, or
- (ii) a pharmacist in a hospital, healthcare centre or registered pharmacy, or
- (iii) a licensed wholesaler permitted to supply any of the above.

The Company supplies the Specials on the strict understanding that they are not for resale (except in accordance with clause 16 (iii)) and shall not be liable in respect of any Specials resold by the Buyer. Buyer further warrants that it is not buying the Specials on behalf of a third party and, other than in relation to 16 (iii), confirms that any resale represents a fundamental breach of these terms and conditions. The Buyer shall indemnify the Company against any liability, claims, loss, damages or costs it incurs as result of the Buyer breaching this condition 16.

### **Set off**

18. No Claims arising out of or in respect of the Contract or any other contract between the parties shall excuse the payment of the Contract Price when due and no right of set off shall exist in favour of the Buyer.

### **Delivery by instalments**

19. In the event that the Contract calls for delivery by instalments each instalment shall be deemed to be a separate contract and default by either party with respect to any instalment shall not entitle the other party to cancel this contract with regard to any instalment deliverable save that if the Buyer shall default in payment of the Contract Price or any part thereof on the due date the Company may refuse to make further deliveries and terminate the Contract without notice and without prejudice to any right of the Company under the Contract existing at the time of such termination.

### **Data Protection and data processing**

20. For the purpose of the Contract "Data Protection Legislation" means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the European General Data Protection Regulation (Regulation (EU) 2016/679) as enacted into the laws of the United Kingdom by the Data Protection Act 2018 and any amendment or re-enactment thereof and Data Subject; Controller; Processor; and other words and phrases used in this clause shall have the same meanings as in the Data Protection Legislation unless the context otherwise requires.

21. The Buyer and the Company acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Data Controller and the Company is the Data Processor in respect of any Personal Data.

22. The Company shall process the Personal Data only in accordance with the Buyer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Buyer or as otherwise required by law.

23. The Company will take all reasonable steps to (a) ensure the reliability and integrity of any of its personnel who have access to the Personal Data and (b) ensure that they are aware of and comply with the Company's duties concerning Personal Data under the

Contract.

24. The Company and the Buyer each agree that they will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
25. The Company shall ensure that it has in place appropriate technical and organisational measures (Protective Measures) designed to (a) protect against an event that results, or may result, in unauthorised access to Personal Data held by the Company under the Contract and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach (a Data Loss Event) having taken account of the nature of the data to be protected; the harm that might result from a Data Loss Event; the state of technological development; and cost of implementing any measures; (b) enable the Company to take appropriate steps should a Data Loss Event occur, and (c) protect the rights of any Data Subject who has been or may be affected by any Data Loss Event which occurs.

#### **Cancellation of Order**

26. An Order once placed and accepted cannot be cancelled except with the Company's written consent and on the terms which will indemnify the Company against any loss incurred thereby. Where the Deliverables are returned by the Buyer without the Company's consent other than under the provisions of these Conditions they will not be accepted for credit.

#### **Cancellation of Contract**

27. If the Buyer defaults in complying with any of these Conditions or those of any other contract between the Company and the Buyer or in the event of the Buyer becoming bankrupt or if an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of the Buyer or if a receiver shall be appointed of any of the Buyer's property or if distress or execution shall be levied against the Buyer or if the Buyer shall stop payment or shall cease to carry on business or threaten to cease to carry on the same or is deemed unable to pay its debts, or if the Buyer shall make any arrangement or composition with its creditors, the Company may refuse to make any further deliveries (if any) under the Contract and may without prejudice to any other rights to which it shall then be entitled, cancel the Contract without notice and in the event of such cancellation any deposit paid by the Buyer to the Company shall thereupon be forfeited.

#### **Jurisdiction**

28. This Contract shall be read and construed in all respects in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction in respect of any matter that arises out of or in connection with it.

## **Rights of Third Parties**

29. None of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

## **Entire Agreement**

30. These Conditions and any documents annexed as appendices to them or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

Our Terms & Conditions and Privacy Policy are available to read at [www.bathasu.com](http://www.bathasu.com)