

Terms and Conditions of Sale

1. The Conditions

1.1 These Conditions apply to the sale of all Goods and Services supplied by us, except for:

Goods and/or services supplied by us in circumstances where we have a separate written agreement in place which governs the supply of such goods and/or services (save as otherwise agreed between us from time to time).

1.2 We may update these Conditions periodically. Updates are available on the website. It is your responsibility to check this page periodically to ensure you are aware of and understand the Conditions which apply on the date you place any order with us.

1.3 Please read these Conditions carefully and ensure that you understand them before placing an order for Goods and/or Services with us.

1.4 Your use of our Website is governed by our Terms of Access at all times.

2. Ordering

2.1 Each order you place with us is an offer by you to purchase those Goods specified in such order subject to these Conditions, save as described in clause 1.1. You are responsible for ensuring that each order is complete and accurate.

2.2 We reserve the right at our sole discretion to decline to accept any order (in part or in whole) and/or to supply any Goods to you.

2.3 If we are unable to fulfil your order in any respect, we will notify you (whether that be verbally or by other means) which items we are unable to provide and for which a "follow up" delivery may be required. If we have not notified you of any out of stock items within one working day following receipt of your order, then we are deemed to have accepted your order in full. This 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:

(a) A Contract will be created in respect of the Goods that are part of the initial delivery.

(b) If you have indicated to us that you will accept follow up deliveries, then additional separate Contracts will be created in respect of each follow up delivery of Goods.

(c) 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 Goods.

2.4 A request from you to us to provide Services to you is an offer by you to purchase those Services subject to these Conditions, (save as described in clause 1.1). Where we confirm to you in writing that we will provide the relevant Services, this creates a Contract between us for their supply.

2.5 You are responsible for all orders placed with us through your account. We are not responsible for vetting the authorisation of your employees, agents or contractors who place orders or request services on your behalf and save as otherwise set out in these Conditions we will not be responsible for any costs you incur in connection with such orders.

2.6 All Goods are sold subject to 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. This may include:

(a) substitution with licensed parallel import products from outside the UK; and\or

(b) substitution of generic products of a particular manufacturer with products manufactured by a different manufacturer. Where possible, we will adhere to any manufacturer preferences that you may have specified in writing.

2.7 Ordering cut-off times will be reviewed and reassessed by us periodically. We will advise you of any changes in advance.

2.8 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 Goods will be delivered to the address you give us at the time you place your order. The signature on our delivery note provided by your staff or agents (manually or electronically) at this address will be proof of delivery of the Goods.

3.2 You are responsible for ensuring that the premises at 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), or Care Quality Commission. You are also responsible for ensuring that an appropriately authorised person supervises the receipt and acceptance of the Goods at the delivery address.

3.3 In addition to our rights under clause 2.3, we may deliver Goods in instalments. 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 Contract(s), 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 other instalments as repudiated.

3.4 During the order process we will let you know when we will deliver the Products to you. Delivery times vary depending on stock availability and the delivery destination, 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 but will not be liable for any loss or damage resulting from delay, however caused.

3.5 Schedules for the delivery of Goods and performance of Services will be reviewed and reassessed by us periodically. We will advise you of any changes in advance.

3.6 If you do not take delivery of the Goods on the date of delivery, we will be entitled at our discretion to either:

(a) store the Goods at your risk, and charge you for costs of such storage, including insurance and carriage; or

(b) terminate the relevant Contract with immediate effect and dispose of the Goods.

3.7 You will reimburse and indemnify us for liabilities, costs damages, and losses (including loss of profit incurred by us) if you cancel your order for Goods and \or Services.

4. Returns

4.1 You must notify us either in writing (including email) or by telephone of any loss, damage or discrepancies in the quantity of Products delivered to you within the following timelines:

(a) within 1 working day following delivery in the case of ambient Goods;

(b) within 1 working day following delivery in the case of Goods that require refrigerated storage or controlled drugs; 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 QUANTITY WITHIN THESE TIMELINES.

4.2 Clarity Pharma offers a claims and returns service. In summary, Clarity Pharma will not accept Goods for return other than :

(a) If the Product has been incorrectly supplied by us

(b) 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 4.2

(a) The original complete packaging should be retained and returned with all Goods.

(b) Goods will not be accepted for return if they have been relabelled or if tamper evident seals have been broken.

5. Price

5.1 The net price payable for the Goods shall be the price agreed in writing between you and us at the time you request such Services.

5.2 It is always possible that, despite our reasonable efforts, some of the Goods may be incorrectly priced. If we mistakenly accept or process your

order where a pricing error could reasonably have been recognized by you as an error, we may retrospectively seek to correct this error by issuing an additional invoice or credit.

5.3 The price is inclusive of the cost of delivery as specified in clause 5.7 but exclusive of Value Added Tax and all other taxes and duties which you shall pay in addition to the price.

5.4 Prices and discounts are our confidential information and are not to be disclosed to a third party unless you are required by law to do so. If you are required by law to disclose prices and discounts to a third party, you must consult us in advance of any disclosure.

6. Invoicing and Payment

6.1 Any queries regarding the amount you have been invoiced must be raised with us in writing within one week following receipt of the invoice. Otherwise, you will be deemed to have accepted the amount invoiced.

6.2 Payment for any Goods or Services should not be made to any of our employees. Payment for all Goods and Services supplied pursuant to these terms and conditions of sale should be made to Clarity Pharma's nominated bank account as shown on our invoices. Any remittances should be emailed to remits@clarity-pharma.com in advance of, or on, the day of payment.

6.3 Our preferred method of payment is by Bank Transfer, with the bank details shown on your invoice or statement.

6.4 Where we have grounds to believe that you may not be able to fulfil the payment obligations, we are entitled to require suitable security from you prior to the delivery of Goods or performance of the Services.

6.5 If payment is overdue, we are entitled to:

(a) charge interest at the higher of five per cent per annum above Bank of England base rate or such other rate as is specified by law. Such interest will accrue, compounded daily, from the date upon which payment was due until payment is made in full whether before or after judgment; and/or

(b) suspend your account, vary or withdraw any credit terms given; or

6.6 You agree not to offset or withhold payments claimed and/or due to us under any Contract, unless required by law. If you do so, then we are entitled to withdraw any discount, credit or rebate due (whether due as part of the Contract or any separate arrangement agreed with you).

6.7 If payments received from you are not identified as relating to a particular invoice, we may allocate them to any outstanding invoice of yours at our discretion.

7. Recall of Goods

7.1 In certain circumstances a recall of Goods may be appropriate or required. 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:

- (a) return to us all of the Goods covered by the recall (the “Affected Goods”);**
- (b) advise us (as far as practicable) in writing of the business to business buyers of all Affected Goods already sold by you; and**
- (c) you will advise your Clarity Pharma account manager of any quality issues or potential “adverse events” related to the Affected Goods as defined by MHRA guidelines.**

7.2 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.

8. Your Sales

8.1 In those circumstances where Goods can only be supplied to the public by authorised persons, we sell the Goods to you on the condition that any onward supply to the public is conducted on that basis and we are not responsible in the event any onward supply is not done so in compliance with such requirements.

8.2 You agree not to sell or supply any medicinal Goods to customers in any country outside of the European Economic Area or to any third party in the

knowledge that the Goods will be sold or supplied on to customers outside of the European Economic Area.

8.3 Where you are entitled to any discount, rebate or credit on the price of Goods (whether agreed as part of the Contract or any separate arrangement agreed between us in writing), we shall be permitted to withhold all or part of any discount or rebate where we believe that the Goods purchased by you have been purchased with the intention of onward sale and not for dispensing by you, or where we subsequently identify that you have done so. Such decision to withhold discount or rebate will be made at our sole discretion having regard to the information available to us.

8.4 We may monitor your ordering patterns of controlled drugs as defined under the Misuse of Drugs Act 1971 and other substances as deemed reasonably appropriate by us. In certain circumstances, we may report such ordering patterns to competent authorities without notifying you. Your ordering patterns of controlled drugs may also be subject to internal and external monitoring by the competent authorities.

8.5 You are responsible for maintaining all necessary licenses, consents and permissions together with complying with all applicable laws, rule and regulations, necessary for your performance under each Contract and thereafter.

9. Risk and Title

9.1 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).

9.2 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.

9.3 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 and are insured against all risks for their full price on our behalf from the date of delivery. You will ensure that the products will not be marked or damaged whilst storing them on our behalf.

9.4 You can supply or use the Goods before title has passed to you solely on the following conditions:

- (a) any such supply shall be in the ordinary course of your business;**
- (b) any such supply shall be on your own behalf and you shall deal as principal when making such supply;**
- (c) title to the Goods shall pass from us to you immediately before the time at which such supply by you occurs; and**
- (d) any such supplies shall be subject to the terms of clause 8.**

9.5 If you are late making payment to us or if you are subject to an Event as defined in clause 14:

- (a) 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;**
- (b) your right to sell or otherwise dispose of the Goods shall end immediately;**
- (c) 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**
- (d) any and all sums unpaid in respect of the Goods or Services shall become immediately due and payable. 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 9.**

10. Use of Information

Any personal data you provide to us will be dealt with at all times in accordance with our Privacy Policy and related legislation. A copy of our Privacy Policy can be found on the website.

11. Warranties

11.1 We warrant that:

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

(b) all Services will be provided with reasonable skill and care.

11.2 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.

11.3 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.

12. Liability

12.1 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

(a) any breach of the Contract;

(b) any representation (other than fraudulent misrepresentation); and

(c) any statement or tortious act or omission (including but not limited to negligence) arising under or in connection with the Contract. You acknowledge and agree that the following provisions take into account that we are a reseller of the Goods and not the manufacturer.

12.2 It shall be your responsibility to promptly check the Goods for quantity and quality defects following delivery by us. Subject to clause 12.4, 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 4.1. 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.

12.3 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:

- (a) make good the relevant defect or non-performance; and/or**
- (b) replace the items concerned or refund the cost of such Goods or Services to you and/or**
- (c) 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 clauses 4 and 7 above.**

12.4 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:

- (a) of an indirect or consequential nature; or**
- (b) that are calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals; or**
- (c) that are calculated by reference to accrual of such costs, claims, damages or expenses on a time basis.**

12.5 Subject to clause 12.6 our aggregate liability to you in connection with each Contract 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 under such Contract as described in clause 4, excluding VAT.

12.6 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.

12.7 Nothing in these Conditions 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.

12.8 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.

12.9 Information, illustrations or other particulars of the Goods and \or Services contained on our Website, any third party websites, online portals or in any other advertising material, catalogues or similar documents, 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.

12.10 The information and Goods available on our website are not intended to be relied upon by you in making (or refraining from making) any decision regarding a patient's health or wellbeing.

13. General

13.1 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.

13.2 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.

13.3 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.

13.4 We may transfer or sub-contract the Contract or any of our rights or obligations under it to any other party without your consent.

13.5 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.

14. Definitions and Interpretation

14.1 The expressions below shall have the following meanings in these Conditions:

(a) “Conditions” means these terms and conditions as updated from time to time in accordance with clause 1.2;

(b) “Contract” means the contract between you and us for the sale and purchase of Goods or Services in accordance with these Conditions;

(c) “Event” means where compound with your creditors, execute an assignment for the benefit of your creditors, have a bankruptcy order made against you or being a company, enter into voluntary or compulsory liquidation or have an administrator or administrative receiver or receiver appointed over all or part of your assets or take or suffer any similar action in consequence of debt or become insolvent or if we have reasonable cause to believe that any of these events is likely to occur.

(d) “Goods” means those products, goods and/or materials which are to be supplied to you by us under the Contract;

(e) “Services” means those services which are to be supplied to you by us under the Contract;

(f) “we” or “us” means Clarity Pharma

(g) “working day” means any day other than the following: a Saturday; Sunday; a bank or public holiday in England; and

(h) “you” means the person, company or other legal entity placing an order with or requesting services from us;

14.2 Words in the singular shall be interpreted to cover the plural and vice versa. The headings in these Conditions are included for reference only and do not affect how the relevant clauses are to be construed. The words

“include”, “includes”, “including”, “such as”, “in particular and any similar words or phrases are not to be construed as limiting the scope of the preceding words.

14.3 Where these Conditions state that we have any particular rights or remedies against you, then those rights and remedies shall be in addition to any other rights or remedies that we may have against you, whether under the relevant Contract or otherwise.

WE AMEND THESE TERMS FROM TIME TO TIME. EVERY TIME YOU WISH TO PLACE AN ORDER, PLEASE CHECK THESE TERMS TO ENSURE YOU UNDERSTAND THE TERMS THAT APPLY AT THAT TIME.

IF YOU DO NOT ACCEPT THE UPDATED TERMS AND CONDITIONS, PLEASE DO NOT PLACE ANY ADDITIONAL ORDERS.