

CLINIMED LIMITED CONDITIONS OF SALE

1. GENERAL AND VARIATION

1.1 These terms and conditions shall govern any sale of goods by Clinimed Limited, CRN 01646927, registered office Cavell House, Knaves Beech Way, Loudwater, High Wycombe, Bucks HP10 9QY (hereinafter called "the Company") to the exclusion of any other terms and conditions including printed terms proposed by the purchaser in any of its documents.

1.2 Neither the purchaser nor Company shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf by a Director.

2. LAW

These terms and conditions shall be governed by English Law. The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Courts.

3. ORDER QUANTITIES

All orders shall be accepted at the discretion of the Company which shall be free to determine such minimum and maximum order quantities as it deems fit. Orders below the minimum amount specified by the Company from time to time may be accepted upon payment of a surcharge.

4. STORAGE, RESALE AND EXPORT

Wholesalers and retailers should store the Company's goods in accordance with the instructions identified on the primary or secondary packaging and shall not resell or supply such goods for other than the recommended use as laid down in Department of Health regulations or after the expiry date.

5. SAMPLES

Notwithstanding that a sample of the goods has been exhibited to and inspected by the purchaser, it is hereby declared that such a sample was so exhibited and inspected solely to enable the purchaser to judge for himself the quality of the bulk, and not so as to constitute a sale by sample.

6. LIABILITY

6.1 No liability whatsoever shall be incurred by the Company in respect of any representation of any kind made by the Company or its agents to the purchaser or its agents before the contract was made.

6.2 The liability of the Company in respect of any express terms or terms implied by statute or common law or any negligence shall in all cases be limited to the price of the goods supplied. The Company shall not be liable for loss of profit or any consequential losses whatsoever.

6.3 Nothing in these conditions shall limit or exclude the Company's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of terms implied by s12 of the sale of goods Act 1979 or any matter of which it would be unlawful for the Company to exclude or limit liability.

7. PRICE

Unless otherwise stated all prices quoted by the Company include packaging and (subject to clause 8) delivery but exclude Value Added Tax (or any other similar government taxes imposed from time to time) which will be charged according to law.

8. PAYMENT

8.1 Payment is due in full not later than the last day of the month following the date of the invoice covering the supply of goods.

8.2 If payment of the price or any part thereof is not made by the due date, the Company shall be entitled to:

- 8.2.1 charge interest on the outstanding amount at the rate of 4% per annum above the base rate of Barclays Bank plc accruing daily;
- 8.2.2 require payment in advance of delivery of undelivered goods;
- 8.2.3 refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability; and
- 8.2.4 terminate the contract without prejudice to the right of the Company to pursue a claim for all outstanding sums (notwithstanding that pursuant to clause 9 hereof, property in the goods has not passed to the purchaser).

9. PROPERTY

9.1 Until all debts due from the purchaser to the Company for the relevant goods have been paid, property in such goods shall not pass to the purchaser notwithstanding delivery thereof. Pending payment of all such

debts, the goods should be stored by the purchaser in such a way that they are identifiable as those of the Company. Should the purchaser dispose of the goods before property has so passed, the proceeds realised shall be held in a separate bank account in trust for the Company until all debts due to it by the purchaser have been paid.

9.2 The Company shall have the right at all times to enter upon any premises where goods have been stored or located by the purchaser to inspect or repossess goods.

10. DELIVERY AND LATE DELIVERY

10.1 Should delivery be required by any means other than the Company's normal distribution arrangements, or to a third party other than the purchaser, a special charge may be made to cover the additional cost.

10.2 Time of delivery will not be of the essence of the contract unless expressly so stipulated in writing. Failure to deliver by a quoted or specified time shall not be a ground for cancellation or refusal to take delivery or entitle the purchaser to any claim by reason of such failure but if delivery shall be delayed by more than six months by any cause, the Company may cancel the contract for sale insofar as it relates to the goods affected by such delay.

10.3 Each delivery represented by the Company's invoice shall be deemed to be a separate and distinct contract subject to these conditions.

11. RISK

Save as otherwise agreed the risk in goods supplied by the Company shall pass upon delivery by the Company's carrier to the delivery address nominated by the purchaser.

12. INSTALMENT ORDERS

In the case of contracts for delivery of stated quantities of goods by instalments over a defined period and contracts whereby the purchaser may call for delivery from time to time of such goods as may be required up to an agreed quantity, it shall be a condition that the total quantities specified shall be accepted by the purchaser within twelve months of the date agreed for the commencement of the arrangement or, if a defined period has been agreed for such an arrangement, before the end of that period. Each delivery and instalment shall be separately paid for at the price relating to the total quantity specified in the contract but should a purchaser fail to call for the full quantity of goods covered by the agreement within the defined period, a surcharge will be made by the Company to reflect the reduction in quantity discount appropriate to the volume of goods actually delivered.

13. SET OFF

There shall be no right of set off between debts arising between the Company and the purchaser.

14. ASSIGNMENT

No contract between the Company and the purchaser may be assigned by the purchaser.

15. SHORT DELIVERY AND RETURNS

15.1 Any claims or complaints as to defect or short delivery must be made to the Company within 48 hours of receipt by the purchaser of the goods.

15.2 Return of licensed pharmaceutical goods will only be accepted if made within 14 days of notification by the purchaser under paragraph 15.1 above.

15.3 Without prejudice to 15.2, goods correctly supplied may not be returned without the Company's prior agreement. Should the Company agree to accept returns a handling charge of 30% will be made based upon the full list price without discounts of any sort. All goods returned must be in their original packaging, clean and in a re-saleable condition, otherwise the Company has the right to refuse the goods.

16. FORCE MAJEURE

If delivery is delayed by fire, accidents, defective materials, delays in receipt of raw materials, bought-in goods or components, or any other cause beyond the reasonable control of the seller or by strikes, lockouts or other industrial action, the terms of clause 8.2 shall not apply and a reasonable extension of time for delivery shall be granted. If delivery is delayed by more than six months by any such cause, the Company may cancel the contract insofar as it relates to the goods affected by such delay.

17. INTELLECTUAL PROPERTY INFRINGEMENTS

The Company gives no indemnity in respect of any actual or alleged infringements of patents, trade marks, trade names, registered designs or any other intellectual property right relating to the goods it supplies.