

## STANDARD CONDITIONS OF SALE

### **1. GENERAL**

(1) Subject to paragraph 2, these Conditions are the only Conditions upon which the Seller is prepared to deal with the Purchaser and together with the matters set out on the face hereof, they shall govern this Contract to the entire exclusion of any other express or implied conditions.

(2) These Conditions may only be modified by a variation expressed in writing and signed on behalf of the Seller by a Director or the Secretary and no other action on the part of the Seller (including delivery of the goods) shall be construed as an acceptance of any other conditions.

### **2. PRICE**

(1) The price payable for pharmaceutical products shall be the Seller's price in the Sales Invoice prior to their delivery to the Purchaser less such discounts as may be specified on the face hereof.

(2) The Price shall be subject to the addition of Value Added Tax or any other applicable tax levied on the sale of the Goods.

### **3. PAYMENT**

(1) Payment of the price must be made by the 25th day of the month following invoice date.

(2) Should payment not be made within that time, the Seller may charge the Purchaser interest on a day to day basis at a rate equivalent to an annual rate of 2% over the National Westminster Bank Base Rate from time to time applicable on the amount from time to time outstanding until the sum due is paid in full.

### **4. DELIVERY**

(1) The goods will be delivered to the address specified for that purpose in the Purchaser's order subject to availability of such goods.

(2) Unless otherwise instructed by the Purchaser, the Seller will arrange carriage and insurance for the Goods. If the purchase price (less any agreed discount and not including V.A.T.) of the goods in a particular consignment exceeds £150 no further charge for carriage and insurance will be made by the Seller. In any other case, the Seller may make such additional charge for these items as is specified on the face hereof.

(3) All delivery times specified on the face hereof or elsewhere are business estimates only and the Seller shall not be liable for any loss suffered by reason of any failure to comply therewith.

(4) The Seller reserves the right to withhold the delivery of the Goods if any sum due to the Seller under this or any other contract is overdue or if, in the opinion of the Seller, the credit standing of the Purchaser has been impaired for any other reason, until such time as arrangements for payment or credit have been established which are satisfactory to the Seller.

### **5. PACKAGING**

The Goods will be delivered in the Seller's standard packaging. Should the Purchaser wish any special type of packaging it should request the Seller for a special quotation.

### **6. RISK**

Risk in the Goods shall pass to the Purchaser when they are delivered in accordance with clause 4 (1).

### **7. STORAGE CONDITIONS**

All the Company's products shall be stored in accordance with the recommended storage conditions as laid down by the Seller from time to time, in particular Consilient Products must be stored not above 25 degrees centigrade and not refrigerated or frozen. Specified storage conditions must be maintained during transport to the address on the purchase order.

### **8. TITLE**

(1) Title in the Goods shall not pass to the Purchaser until all sums due under this or any other contract have been paid in full.

(2) The Purchaser may, subject to paragraph 4 of this Clause, sell or use the Goods in the ordinary course of its business notwithstanding that title has not yet passed to it.

(3) The Purchaser shall be obliged to account for any sums received by the Purchaser in respect of the Goods until such time as title to the Goods would have passed to the Purchaser under paragraph 1 of this Clause.

(4) The Seller may terminate the Purchaser's power of sale and use at any time if any sums due to the Seller become overdue.

(5) The Purchaser hereby grants to the Seller an irrevocable licence to enter its property to repossess any goods in respect of which the power of sale and use has been terminated.

### **9. GUARANTEE**

(1) Subject to paragraph 2, the Seller undertakes that, in the event that any of the Goods are shown to its satisfaction to have been defective at the time of delivery to the Purchaser, it will at its option replace the defective Goods or refund that part of the price which was paid for them.

(2) The foregoing guarantee shall not apply;

(i) to Goods which, in the Seller's opinion, have been rendered

defective by misuse or neglect on the part of the Purchaser (including, but not limited to, failure on the part of the Purchaser to comply with the Seller's recommended storage conditions).

(ii) to Goods marked with an expiry date and in respect of which no claim is made by the Purchaser until after that date has passed;

(iii) unless the Purchaser makes a written claim upon the Seller in respect of the defect as soon as the same is discovered and in any event, within one year of delivery of the defective Goods; and

(iv) in respect of a defect that ought to have been discovered upon delivery unless the provisions of Clause 10 are complied with.

(3) With the exception of paragraph 1, all conditions and warranties express or implied (whether by statute, common law or otherwise) as to the quality of the Goods are hereby expressly excluded and the Seller shall have no other liability for any loss or damage, howsoever arising caused by the defective nature of the Goods or any accompanying instruction.

### **10. INITIAL DEFECT**

(1) Any claim in respect of a defect that ought to be discovered on delivery of the Goods shall be made within five days of delivery to the Purchaser. The shipping agent must be notified in writing on delivery of defective goods.

(2) Any claim in respect of non-delivery of any Goods whatsoever shall be made within seven days of receipt of this document.

(3) If any of the Goods delivered do not comply with the description on the face hereof, the Seller shall at its option replace the Goods that do not comply or refund that part of the purchase price which was paid for them provided that the Purchaser complies with paragraph 1 above.

(4) If the quantity of Goods delivered differs from that set out on the face hereof then:

(i) if the quantity delivered exceeds the contract quantity the Purchaser shall at its option, return the excess or pay for the excess at the contract rate; and

(ii) if the quantity delivered is less than the contract quantity, the Seller shall at its option make the deficiency or return that part of the purchase price which was paid for the deficiency.

Provided, in each case that the Purchaser makes its election or claim (as the case may be) within seven days of delivery to it. Failure to make an election in the case of sub-paragraph (i) shall entitle the Seller to charge the Purchaser at the contract rate for the excess. Failure to make a claim under sub-paragraph (ii) shall disentitle the Purchaser to any remedy at all.

(5) The remedies set out in paragraphs 3 and 4 of this Clause shall be the only remedies of the Purchaser for any failure on the part of the Seller to deliver Goods complying with their description or the contract quantities. In particular (but without prejudice to the generality of the foregoing), the Purchaser shall in no circumstances be entitled to reject the whole of any consignment by reason of any such failure.

### **11. RETURNS**

Goods which are not defective (as defined above), will not be accepted for return without the prior written consent of Consilient Health. The Company must be notified of a returns request within four working days of delivery for ambient storage products. A completed Storage Declaration must be provided, duly signed by a 'Responsible Person', for authorised returns from any location which does not have a valid Wholesale Dealers Licence.

### **12. FORCE MAJEURE**

The Seller shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Seller's control, including but not limited to an Act of God; civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind; import or export regulations; strike, lock-out or trade dispute (whether involving its own employees or those of any other person); difficulties in obtaining labour or materials; breakdown of machinery; fire or accident. Should any such event occur the Seller may cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned.

### **13. TERMINATION**

(1) The Seller may terminate this contract at any time if the Purchaser:

(i) fails to pay for the Goods within the time provided by Clause 3(1);

(ii) commits any material breach of its Obligations under this contract and (where such breach is capable of remedy) fails to remedy the same within thirty days after being required so to do by the Seller; or

(iii) goes or threatens to go into administration, receivership or liquidation.

(2) Termination of this Contract shall be without prejudice to any right of the Seller to repossess the Goods under Clause 8, or to sue for the price, or to any other accrued right of the Seller.

### **14. LAW**

This contract shall be governed by and construed in accordance with the Laws of Ireland.