

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Contracts

Acceptance by reactpharma (a division of ADAllen Pharma Limited), of 32 Bower Hill Industrial Estate EPPING Essex CM16 7BN (hereinafter called the 'Company'), of any order placed by the customer (hereinafter called the 'Customer') shall constitute a contract between the Company and the Customer upon and subject to the following Terms and Conditions to the exclusion to the extent permitted by law of all other warranties and conditions expressed or implied by law or otherwise. The Company shall be deemed to have accepted an order upon delivery of the goods in performance of the order. The Customer shall be deemed to have accepted the Terms and Conditions of the Company by placing the order.

### 2. Prices

- a) Prices and delivery terms are without engagement and may be subject to variations without notice.
- b) All goods are subject to Value Added Tax at the prevailing rate.

### 3. Carriage

- a) A carriage charge of £10.00 will be levied on orders under £500.00.
- b) Orders are despatched by courier service and we undertake to use our best endeavours to deliver the day following the order provided that the order is received before the relevant cut off time.
- c) Orders can be despatched with guaranteed next day delivery. The cost of this additional service will be charged to the customer.

### 4. Payment Terms

- a) Payment is due by the 30th of the month following the date of invoice. The account will be deemed to be overdue in the event of non-payment by the date due.
- b) In case of non-payment of the account by the due date, orders will not be assembled without further notification.
- c) The Company reserves the right to charge the Customer interest at a rate of 4% over Lloyds-TSB plc base rate per month for every overdue month or part month on the amount which remains outstanding.

### 5. Title of Goods

- a) Title of the Goods shall remain with the Company until payment of the goods has been received for the said goods.
- b) The Company be entitled to retake possession of unpaid goods if:
  - i) The Customer has failed to pay for the same in accordance with the Contract.
  - ii) The Customer shall become insolvent or bankrupt.

### 6. Returns of Goods and Shortages

Conditions for returns of goods which are the subject of complaint are as follows:

- a) Any stock for return, for whatever reason, must be authorised in advance by the Company.
- b) Goods must be returned within 3 days of receipt and be accompanied by a fully completed Company 'goods returned form'.
- c) Cold storage goods must be returned within 1 day of receipt and be accompanied by a fully completed Company 'goods returned form' and proof that storage conditions have been met.
- d) All returns must be in good condition and sent in packaging that maintains the integrity of the product(s), using an appropriate courier at the customer(s) cost.
- e) Any shortages must be reported within 2 days of receipt of the delivery.
- f) All returns must be authorised by the Company before return.
- g) Our driver WILL NOT accept unauthorised returns.

A credit note will not be issued unless the criteria are met.

**reactpharma** (a division of ADAllen Pharma Limited) is licensed by the MHRA to wholesale pharmaceuticals under License number WL/13611/1.