

Terms and conditions governing the purchase of Products by iEthico.

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document.

Contract: the contract between iEthico and the Supplier for the sale and purchase of the Products in accordance with these Conditions.

Delivery Date: the delivery date set out in the Order.

Delivery Location: the delivery location set out in the Order.

iEthico: iEthico Limited (registered in England and Wales with company number 13124384) whose registered office is at Binley Business Park, Harry Weston Road, Binley, Coventry, West Midlands CV3 2TX.

Order: iEthico's order for the supply of Products.

Products: the products set out in the Order.

Specification: Product Data Sheet registered with the MHRA in respect of such Product or the equivalent international data sheet for such Product.

Supplier: the person or firm from whom iEthico purchases the Products set out in the Order.

1.2 Interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** excludes fax.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. PRODUCTS

3.1 The Supplier warrants that the Products shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Products Act 1979) and fit for any purpose held out by the Supplier;

3.1.3 be delivered to iEthico with a shelf life of not less than 6 months unless stated otherwise in the Order;; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products

- 3.2 The Supplier warrants and represents that it:
- 3.2.1 has all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
 - 3.2.2 shall comply with good distribution practices in supplying the Products, including holding the Products at the correct temperatures; and
 - 3.2.3 shall comply with all laws and regulations relating to the import and distribution of the Products (including, where necessary, carrying out any checks required to be made by a Responsible Person (import)).

- 3.3 The Supplier shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products.

4. **DELIVERY AND RETURNS**

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - 4.1.2 each delivery of the Products is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any), appropriate Patient information leaflets (and such other information as is required by law and regulation) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
- 4.2 The Supplier shall deliver the Products:
- 4.2.1 on the Delivery Date;
 - 4.2.2 at the Delivery Location; and
- 4.3 Delivery of the Products shall be completed on the completion of unloading the Products at the Delivery Location and completion by iEthico of the relevant proof of delivery form.
- 4.4 If the Supplier delivers less than the quantity of Products ordered:
- 4.4.1 iEthico may reject the Products and arrange return of the Products back to the Supplier at the Supplier's risk and cost; or
 - 4.4.2 the Supplier shall credit the value of the missing Products to iEthico,
- and in both cases a fee of 10% of the credited amount shall be payable by the Supplier to iEthico.
- 4.5 If the Supplier delivers more than the quantity of Products ordered, iEthico may at its discretion reject the Products or the excess Products and any rejected Products shall be returnable at the Supplier's risk and expense.
- 4.6 The Supplier shall not deliver the Products in instalments without iEthico's prior written consent. Where it is agreed that the Products are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle iEthico to the remedies set out in clause 5.

5. **IENTHICO REMEDIES**

- 5.1 If the Products are not delivered on the Delivery Date, are defective, damaged or incorrect, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Products, iEthico may exercise any one or more of the following rights and remedies:
- 5.1.1 to terminate the Contract;
 - 5.1.2 to reject the Products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

- 5.1.3 to require the Supplier to replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid) together with a fee to the iEthico of 10% of the amount refunded for rejected Products;
- 5.1.4 to refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;
- 5.1.5 to recover from the Supplier any costs incurred by iEthico in obtaining substitute Products from a third party; and
- 5.1.6 to claim damages for any other costs, loss or expenses incurred by iEthico which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2 If the Supplier fails to deliver the Products within 2 weeks of the Delivery Date, the Supplier shall pay iEthico a fee of 5% of the gross purchase price of the Products for each subsequent week (or part thereof) of delay.
- 5.3 If the Supplier fails to deliver the shipping details within 3 days after shipping, or delivers incorrect shipping details, including batch numbers and expiry dates, a fee of 10% of the total value on the relevant invoice for the Products shall be payable by the Supplier to iEthico.
- 5.4 These Conditions shall apply to any replacement Products supplied by the Supplier.
- 5.5 iEthico's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 6. **TITLE AND RISK**
Title and risk in the Products shall pass to iEthico on delivery.
- 7. **PRICE AND PAYMENT**
 - 7.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list as notified to iEthico in force as at the date the Contract came into existence.
 - 7.2 The price of the Products:
 - 7.2.1 excludes amounts in respect of value added tax (**VAT**), which iEthico shall be liable to pay in addition to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 7.2.2 includes the costs of packaging, insurance, import duties and carriage of the Products.
 - 7.3 No extra charges shall be effective unless agreed in writing with iEthico.
 - 7.4 The Supplier may invoice iEthico for the price of the Products plus VAT at the prevailing rate (if applicable) on or at any time after shipment. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, iEthico's order number, details of the Products, a breakdown of the price and shipping costs, the Supplier's VAT registration number and any supporting documents that iEthico may reasonably require.
 - 7.5 iEthico shall pay correctly rendered invoices within 30 days of receipt of the invoice or, if later, within 7 Business Days of receipt of payment from the buyer of the Products from iEthico. Payment shall be made to the bank account nominated in writing by the Supplier.
 - 7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 3% a year above the Bank of England's base rate from time to time,. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from the due date.
 - 7.7 iEthico may at any time, on notice to the Supplier, set off any liability of the Supplier to iEthico against any liability of iEthico to the Supplier. Any exercise by iEthico of its rights under this clause 7.7 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

8. INDEMNITY AND LIABILITY

8.1 The Supplier shall indemnify iEthico against all liabilities, costs, expenses and damages (including interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by iEthico as a result of or in connection with:

- 8.1.1 any claim made against iEthico for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Products;
- 8.1.2 any claim made against iEthico by a third party for death, personal injury or damage to property arising out of or in connection with defects in Products; and
- 8.1.3 any claim made against iEthico by a third party arising out of or in connection with the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8.2 iEthico shall, in the event of a claim pursuant to clause 8.1 (a "**Claim**"):

- 8.2.1 as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
- 8.2.2 allow the Supplier, at the Supplier's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim;
- 8.2.3 not make any admission of liability, settlement or compromise in relation to the Claim without the prior written consent of the Supplier; and
- 8.2.4 provide the Supplier, at the Supplier's cost, with reasonable information, assistance and co-operation in responding to and defending the Claim.

8.3 Nothing in these Conditions limits any liability for:

- 8.3.1 death or personal injury caused by negligence;
- 8.3.2 fraud or fraudulent misrepresentation;
- 8.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 8.3.4 any liability that cannot legally be limited.

8.4 Nothing in these Conditions shall limit the Supplier's liability under clause 8.1.

8.5 The Supplier's total liability to iEthico under the Contract shall not exceed 200% of the price paid for the Products.

8.6 This clause 8 shall survive termination of the Contract.

9. INSURANCE

During the term of the Contract and for a period of two years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract.

10. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

10.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

11. TERMINATION

11.1 Without limiting its other rights or remedies, iEthico may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- 11.1.1 the Supplier commits a material breach of the Contract;
- 11.1.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its

creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 11.1.3 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 11.1.4 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 11.2 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

CONFIDENTIALITY

- 11.4 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.5.
- 11.5 Each party may disclose the other party's confidential information:
 - 11.5.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 0; and
 - 11.5.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.6 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. GENERAL

12.1 Assignment and other dealings

- 12.1.1 Neither party shall assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the other.

12.2 Entire agreement.

- 12.2.1 The Contract constitutes the entire agreement between the parties.
- 12.2.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 12.3 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.

12.4 Waiver.

- 12.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 12.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.6 **Notices.**
- 12.6.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the following addresses (or an address substituted in writing by the party to be served):
- Supplier: the address linked to the Supplier's account with iEthico.
- iEthico: [Binley Business Park, Harry Weston Road, Binley, Coventry, England, CV3 2TX]
- 12.6.2 Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 12.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 12.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 12.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.