

## Terms and conditions governing the sale of Products by iEthico.

The customer's attention is drawn in particular to the provisions of clause 7.

### 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.

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

**Customer:** the person who purchases the Products from iEthico.

**Delivery Location:** the Delivery Location set out in the Order.

**Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control.

**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:** the Customer's order for the supply of the Products.

**Products:** the Products set out in the Order.

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

Interpretation:

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

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

1.1.3 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.

1.1.4 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.

1.1.5 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 Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### 3. DELIVERY AND RETURNS

3.1 iEthico shall ensure that each delivery of the Products is accompanied by a delivery note that shows the date of the Order, 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

3.2 iEthico shall use reasonable endeavours to deliver the Products to such location as the parties may agree (**Delivery Location**) at any time after iEthico notifies the Customer that the Products are ready.

- 3.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location and proof of delivery being obtained by the relevant courier, which evidences receipt of the Products by the Customer.
- 3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. iEthico shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide iEthico with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 3.5 If the Customer fails to accept delivery of the Products then:
- 3.5.1 delivery of the Products shall be deemed to have been completed at 9.00 am on the day iEthico attempted to deliver the Products; and
  - 3.5.2 iEthico shall store the Products until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 3.6 If 10 Business Days after the day on which iEthico notified the Customer that the Products were ready for delivery the Customer has not taken actual delivery of them, iEthico may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Products.
- 3.7 If iEthico delivers less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer (given within 3 Business Days of delivery) that the wrong quantity of Products was delivered, iEthico shall make a pro rata adjustment to the invoice for the Products. If iEthico delivers more than the quantity of Products ordered, the Customer can at its sole discretion:
- 3.7.1 accept the additional Products and pay to iEthico the price of such additional Products; or
  - 3.7.2 return the additional Products to iEthico at iEthico's cost.
- Where the Customer elects to return the additional Products to iEthico it shall return such Products within 3 Business Days of delivery.
- 3.8 iEthico may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.9 Where the Customer returns any Products for any reason the Customer shall comply with iEthico's returns policy. iEthico may refuse to provide any refund or other compensation where the Customer fails to comply with the returns policy.

#### 4. **QUALITY**

- 4.1 iEthico warrants that on delivery the Products shall:
- 4.1.1 correspond with their description and any applicable Specification;
  - 4.1.2 be of satisfactory quality (within the meaning of the Sale of Products Act 1979) and fit for any purpose held out by the Supplier;
  - 4.1.3 be delivered to iEthico with a shelf life of not less than 6 months unless stated otherwise in the Order; and
  - 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products.
- 4.2 Subject to clause 4.3, if within 3 Business Days of delivery:
- 4.2.1 the Customer gives notice in writing to iEthico that some or all of the Products do not comply with the warranty set out in clause 4.1; and
  - 4.2.2 returns such Products to iEthico's place of business at the Customer's cost,
- iEthico shall replace the defective Products or refund the price of the defective Products in full.
- 4.3 iEthico shall not be liable for the Products' failure to comply with the warranty set out in clause 4.1 if:

- 4.3.1 the Customer makes any further use of such Products after giving notice in accordance with clause 4.2.1;
- 4.3.2 the defect arises because the Customer failed to follow iEthico's oral or written instructions as to the storage or use of the Products or (if there are none) good trade practice regarding the same;
- 4.3.3 the Products differ from their description or any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4, iEthico shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.1.
- 4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 4.6 These Conditions shall apply to any replacement Products supplied by iEthico.
- 5. **TITLE AND RISK**
- 5.1 The title and risk in the Products shall pass to the Customer on completion of delivery.
- 6. **PRICE AND PAYMENT**
- 6.1 The price of the Products shall be the price set out in the Order.
- 6.2 The price of the Products:
  - 6.2.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to iEthico at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 6.2.2 includes the costs and charges of packaging, insurance, import duties and transport of the Products to the Delivery Location.
- 6.3 iEthico may issue a VAT invoice the Customer for the Products on or at any time after shipment of the Products, or, if applicable, a proforma invoice shall be issued at the time the Customer places the Order
- 6.4 The Customer shall pay for each Order at the time set out in the Order by BACS in full and in cleared funds to a bank account nominated in writing by iEthico.
- 6.5 If either party fails to make a payment due to the other party under the Contract by the due date, then, without limiting the parties' remedies under clause 8, 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 6.5 will accrue each day at 3% a year above the Bank of England's base rate from time to time.
- 6.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7. **LIMITATION OF LIABILITY**
- 7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in the Contract limits any liability for:
  - 7.2.1 death or personal injury caused by negligence;
  - 7.2.2 fraud or fraudulent misrepresentation;
  - 7.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 7.2.4 defective products under the Consumer Protection Act 1987; or
  - 7.2.5 any liability that legally cannot be limited.
- 7.3 Subject to clause 7.2, iEthico's total liability to the Customer under the Contract shall not exceed the price paid for the Products by the Customer to iEthico.

7.4 Neither party excludes liability for:

- 7.4.1 loss of profits;
- 7.4.2 loss of sales or business;
- 7.4.3 loss of agreements or contracts;
- 7.4.4 loss of anticipated savings;
- 7.4.5 loss of use or corruption of software, data or information;
- 7.4.6 loss of or damage to goodwill; and
- 7.4.7 indirect or consequential loss.

7.5 This clause 7 shall survive termination of the Contract.

## 8. TERMINATION

8.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other if:

- 8.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- 8.1.2 the other party 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; or
- 8.1.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

8.2 Without limiting its other rights or remedies, iEthico may suspend provision of the Products under the Contract or any other contract between the Customer and iEthico if the Customer becomes subject to any of the events listed in clause 8.1.2 to 8.1.3, or iEthico reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, iEthico may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to iEthico all of iEthico's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, iEthico shall submit an invoice, which shall be payable by the Customer immediately on receipt.

8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 9. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 10 Business Days' written notice to the affected party.

## 10. **CONFIDENTIALITY**

- 10.1 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 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 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 10; and
  - 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 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.

## 11. **GENERAL**

### 11.1 **Assignment and other dealings.**

- 11.1.1 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.

### 11.2 **Entire agreement.**

- 11.2.1 The Contract constitutes the entire agreement between the parties.
- 11.2.2 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.

- 11.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 11.4 **Waiver.**

- 11.4.1 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.
- 11.4.2 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.

- 11.5 **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 11.5 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.

### 11.6 **Notices.**

- 11.6.1 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):

Customer: the address linked to the Customer's account with iEthico.

iEthico: [Binley Business Park, Harry Weston Road, Binley, Coventry, England, CV3 2TX ]

- 11.6.2 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.
- 11.6.3 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.
- 11.7 **Third party rights.**
  - 11.7.1 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.
- 11.8 **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.
- 11.9 **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.