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| **Company Details (To be Completed by the Customer)** | | | |
| Company Name: |  | | |
| Customer Name (if different from above): |  | | |
| Registered Office: |  | | |
| Customer Address (if different from above): |  | | |
| Company Registration Number: |  | | |
| VAT Registration: |  | | |
| Pharmacy GPhC Licence Number (if applicable) |  | | |
| WDA (H) Licence Number (if applicable) | *Attach Copy (Wholesale Customers only)* | | |
| CD Licence Number (if applicable) | *Attach Copy (Wholesale Customers only)* | | |
| Prescriber Name and GMC number **(CBPMs only)** |  | | |
| Contact Name: |  | Telephone Number: |  |
| Email Address: |  | Fax Number: |  |
| Accounts Payable Contact Telephone Number: |  | Accounts Payable Contact Email Address: |  |
| Any Other Details: |  | | |

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| **Terms (Must be agreed with the Customer and Eaststone Ltd)**  **(To be completed by Eaststone Ltd)** | |
| Discount Terms: |  |
| Price List: |  |
| Department: (i.e. Group/Independent/Wholesaler |  |
| Credit Terms (if greater than standard 30 days): |  |
| Delivery Preference (if applicable i.e., Wholesalers): |  |
| Any Other Arrangements: |  |

**Terms & Conditions**

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| **INTERPRETATION**  1.1 Definitions**.** In these Conditions, the following definitions apply:  **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.  **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.  **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Services in accordance with these Conditions.  **Customer:** the person or firm who purchases the Services from the Supplier.  **Force Majeure Event:** has the meaning given in clause 11.  **Services:** the Services (or any part of them) set out in the Technical Agreement.  **Technical Agreement:** the current Technical Agreement signed by Eaststone Ltd and the Customer which details the responsibilities of the Customer and Supplier and the Service provided by the Supplier.  **Supplier:** Eaststone Limited, (registered in England and Wales with company number 06408803).  1.2 Construction.In these Conditions, the following rules apply:  (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).  (b) A reference to a party includes its personal representatives, successors or permitted assigns.  (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.  (d) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.  (e) A reference to **writing** or **written** includes faxes and emails.  **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 trade, custom, practice or course of dealing.  2.2 The Technical Agreement constitutes an offer by the Customer to purchase the Services or services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Technical Agreement and any applicable Technical Agreement submitted by the Customer are complete and accurate.  2.3 The Technical Agreement shall only be deemed to be accepted when the Supplier issues a written acceptance of the Technical Agreement, at which point the Contract shall come into existence.  2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.  2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.  **SERVICES**  3.1 The Services are described in the Technical Agreement.  3.2 The Supplier reserves the right to amend the detail of the Services if required by any applicable statutory or regulatory requirements.  (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Services or (if there are none) good trade practice regarding the same;  (c) the Customer alters or repairs such Services without the written consent of the Supplier;  (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or  (f) the Services differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.  5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Services' failure to comply with the warranty set out in clause 5.1.  5.5 The terms implied within the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from the Contract.  5.6 These Conditions shall apply to any repaired or replacement Services supplied by the Supplier.  **TITLE AND RISK**  6.1 The risk in the Services provided by the Supplier shall remain with the Supplier.  6.2 Title to the stock relating to the Services provided shall remain with the Customer.  **PRICE AND PAYMENT**  7.1 The price of the Services shall be the price agreed with the sales agent, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.  7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Services to reflect any increase in the cost of the Services that is due to:  (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);  (b) any request by the Customer to change the delivery date(s), quantities or types of Services or  (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.  7.3 The price of the Services is exclusive of the costs and charges of packaging, insurance and transport of the Services, which shall be invoiced to the Customer.  7.4 The price of the Services is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.  7.5 The Supplier may invoice the Customer for the Services on or at any time after the stock has been officially released by the Supplier.  7.6 The Customer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.  7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above The Bank of England’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.  7.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any  (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.  9.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.3(a) to clause 9.3(l), or the Supplier 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.  9.5 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.  9.6 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.  9.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.  **SUPPLIER WARRANTIES**  10.0 The Supplier warrants that:  10.1 it has and shall maintain the necessary licences for the manufacture and assembly of the Products and at all times will comply with applicable law relating to the manufacture and assembly of the Products; and  10.2 Products supplied in accordance with this Agreement will be of satisfactory quality provided that the warranty will not apply to any of the Products where the Products’ failure to comply with the warranty has been caused by the Products being tampered with or otherwise altered by the Customer or Customer personnel or the Products being subject to misuse, neglect, accident, improper storage or other negligent act or omission by the Customer or Customer personnel.  10.3 Except as expressly set forth in this Agreement, all conditions, warranties and other terms and all representations expressed or implied by statute, common law or otherwise with respect to the Products are excluded to the fullest extent permitted by law.  **LIMITATION OF LIABILITY**  11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:  (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);  (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Services Act 1979;  (d) defective products under the Consumer Protection Act 1987; or  (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.  11.2 Subject to clause 11.1:  (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or  consequential loss arising under or in connection with the Contract; and  (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services.  **DATA PROTECTION**  12.1 Each party warrants that it has made all relevant notifications in accordance with its obligations under the Data Protection Act 1998 to the extent required for the processing of personal data (as defined under that Act) in the performance of its obligations and exercise of its rights under this Agreement.  12.2 The parties agree to comply with the relevant provisions of the Data Protection Act 1998 and any directions issued by the Information Commissioner in its processing of such personal data.  remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.  15.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.  15.6 **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 in writing and signed by the Supplier. | **DELIVERY**  4.1 The Supplier shall ensure that:  (a) each delivery is accompanied by a contract packaging distribution report which shows the type and quantity of stock which has been released.  (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the contract packaging distribution report. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.  4.2 The Supplier shall deliver stock to the location set out in the Technical Agreement, if instructed to do so by the Customer, any time after the Supplier notifies the Customer that the stock has been released for resale onto the UK market.  4.3 Delivery of the Services shall be completed either upon collection by the customer’s representatives or if delivered by the Supplier on the arrival at the delivery address stated within the Technical Agreement  4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Services that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Services.  4.5 If the Customer fails to accept delivery of stock within three Business Days of the Supplier notifying the Customer that the stock is ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:  (a) delivery of the Services shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the stock was ready; and  (b) the Supplier shall store the stock until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).  4.6 The Supplier may deliver the Services 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.  **QUALITY**  5.1 The Supplier warrants that on delivery, the stock shall:  (a) conform in all material respects with their description and any applicable Technical Agreement.  (b) be free from material defects in design, material and workmanship; and  (c) be fit for any purpose held out by the Supplier.  5.2 Subject to clause 5.3, if:  (a) the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the stock does not comply with the warranty set out in clause 5.1;  (b) the Supplier is given a reasonable opportunity of examining such stock; and  (c) the Customer (if asked to do so by the Supplier) returns such stock to the  Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective stock, or refund the price of the defective Services in full.  5.3 The Supplier shall not be liable for Services' failure to comply with the warranty set out in clause 5.1 in any of the following events:  (a) the Customer makes any further use of such stock after giving notice in accordance with clause 5.2;  amount owing to it by the Customer against any amount payable by the Supplier to the Customer.  7.9 If the Customer defaults in the fulfilment of any of its obligations under this clause, all reasonable costs incurred by the Seller in obtaining payment will be borne by the Customer, these may include but are not limited to legal fees, collection agency charges and the cost of obtaining a judgement regarding the payment of any outstanding sums.  **RECALL**  8.1 The Customer will comply to all reasonable requests regarding recall of any stock as detailed within the Technical Agreement.  **TERMINATION AND SUSPENSION**  9.1 If the Customer becomes subject to any of the events listed in clause 9.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.  9.3 For the purposes of clause 9.1, the relevant events are:  (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or  (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;  (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;  (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or a Technical Agreement is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the  solvent reconstruction of the Customer;  (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;  (e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;  (f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;  (g) (being an individual) the Customer is the subject of a bankruptcy petition or Technical Agreement;  (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;  (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(a) to clause 9.2(f) (inclusive);  (j) the Customer suspends, threatens to suspends, ceases or threatens to cease to carry on all or a substantial part of its business;  (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and  **PREVENTION OF BRIBERY**  13.1 Each party shall comply with the provisions of the Bribery Act 2010 and shall take all measures necessary to ensure that its employees, consultants and contractors do not do anything on behalf of that party which would constitute a breach of the Bribery Act by that party.  13.2 Each party shall promptly report to the other party any incidents or allegations of bribery in connection with this Agreement.  **FORCE MAJEURE**  14.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.  **GENERAL**  15.1 **Assignment and other dealings.**  The Customer may not assign, transfer, mortgage, charge, subcontract, 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 Supplier.  15.2 **Notices.**  (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.  (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail one Business Day after transmission.  (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.  15.3 **Severance.**  (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.  (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.  15.4 **Waiver.**  A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or  15.7 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.  15.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). |

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| Terms & Conditions accepted by: | |
| Company Name: |  |
| Print Name: |  |
| Position: |  |
| Signature: |  |
| Date: |  |