

UNIPHAR STANDARD TERMS & CONDITIONS OF SALE

INTERPRETATION

1. In these Standard Conditions of Sale the following expressions shall unless the context otherwise requires have the following meanings:
 - "**Agreed Price**", the aggregate of the price agreed between the parties for the sale and purchase of the Goods together with any Value Added Tax payable, delivery charges, levies, membership fees and other costs.
 - "**Business Day**", any day except a Saturday, Sunday or public holiday on which the clearing banks in Dublin are open for business.
 - "**Buyer**", the corporate entity, firm or person who purchases Goods from UNIPHAR.
 - "**Conditions**", the terms and conditions of sale as set out herein and all amendments and supplements thereof.
 - "**Contract**", a contract or agreement between UNIPHAR and the Buyer for the supply of Goods by UNIPHAR incorporating, containing or referring to these Conditions.
 - "**Designated Delivery Point**", the place where the delivery of the Goods is to take place.
 - "**Goods**", the goods, articles, items, services or things or any of them or any part of them which the Buyer has ordered and Uniphar agrees to sell to the Buyer.
 - "**Insolvency Event**", means (a) if the Buyer is a company, where the Buyer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within the meaning of Section 450 of the Companies Acts 2014 or a proposal is made for a composition, scheme of arrangement with (or assignment for the benefit of) its creditors or if the Buyer is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 or a liquidator, receiver, examiner or similar officer is appointed in respect of all or a part of the business or assets of the Buyer or a petition is presented to any court for granting of an examination order in respect of the Buyer or any proceedings commence relating to the insolvency or potential insolvency of the Buyer; or (b) if the Buyer is an individual or a partnership, where the Buyer dies (or in the case of a partnership, one partner dies) or has a bankruptcy order made against him/her or is unable to pay his/her debts or makes an arrangement or composition with his/her creditors, or otherwise takes the benefit of any legislation for the time being in force for the relief of insolvent debtors or any proceedings commence relating to the bankruptcy of or potential bankruptcy of the Buyer.
 - "**Order**", an order for Goods submitted by the Buyer in accordance with these Conditions.
 - "**UNIPHAR**" means UniPhar plc or such other subsidiary, or holding company ("subsidiary" and "holding company" having the same meaning given to the terms by Section 7 and Section 8 of the Companies Act 2014 respectively) or any subsidiary of such holding company which supplies Goods to the Buyer from time to time.
 - "**Uplift**" means the collection by UNIPHAR of Goods that are agreed to be returned from the Buyer's designated return point.
2. Any reference to any provision of any legislation shall include any modification re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provisions. Any reference to any provision of any legislation unless the context clearly indicates to the contrary shall be a reference to legislation of Ireland.
3. Words such as "hereunder", "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of these Conditions and not to any particular Section or Clause thereof.
4. The Section and Clause headings in these Conditions are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Conditions.
5. In these Conditions the use of plural shall include the singular and the use of singular shall include the plural.

6. Any reference in these conditions to a person shall include any corporation, association, partnership or other entity as the case may be and include its heirs, executors, administrators, successors, permitted transferees and assigns.
7. These Conditions shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Ireland and the parties hereto submit to the exclusive jurisdiction of the Irish Courts.

GENERAL

8. All Goods supplied by UNIPHAR to the Buyer are supplied on these Conditions to the exclusion of all other terms and conditions put forward by or on behalf of the Buyer (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or any other document). No other terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract and all such conditions, terms or stipulations are excluded or extinguished to the extent that they conflict or are inconsistent with these Conditions.
9. These Conditions apply to all sales of Goods by UNIPHAR and any variation to these Conditions or representations about the Goods shall have no effect unless otherwise agreed in writing by an authorised representative of UNIPHAR.
10. Any quotation provided by UNIPHAR to a Buyer shall constitute an invitation to treat. All Orders for Goods placed with UNIPHAR by the Buyer shall constitute an offer and no Contract shall come into existence until accepted by UNIPHAR. Any acceptance by UNIPHAR shall always be conditional on the Goods being in stock and capable of delivery. UNIPHAR reserves the right to reject in full any Orders placed by the Buyer that do not, in UNIPHAR's determination, meet any regulatory requirements applicable to the Buyer. If the Goods which are the subject of the offer cannot be delivered by UNIPHAR by reason of such Goods not currently being in stock or for any other reason UNIPHAR shall have no liability whatsoever to the Buyer whether in contract, tort, by statute or otherwise howsoever arising out of or in connection with the delivery of all or part of the Goods ordered.
11. Any liability of UNIPHAR under these Conditions shall be subject to and conditional upon the performance and observation by the Buyer of all obligations under these Conditions.
12. Failure or delay by UNIPHAR in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
13. Any waiver by any party to the Contract of any breach of, or default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract. Notwithstanding the foregoing, UNIPHAR undertakes not to issue proceedings for breach of contract because payment is overdue in respect of any Goods supplied to the Buyer provided that payment has been made in line with the agreed account payment terms.
14. Every delivery of Goods under the Contract shall be deemed to constitute a separate enforceable Contract to which these Conditions shall apply.

PRICE/PAYMENT

15. The prices of Goods supplied shall be those on UNIPHAR's price list in force on the date on which the order for the supply of Goods is made or as may be agreed between UNIPHAR and the Buyer from time to time.

16. Prices quoted are exclusive of Value Added Tax and any other applicable taxes, duties and or levies. All costs and charges in relation to loading, unloading and carriage will be paid by UNIPHAR (unless otherwise agreed between UNIPHAR and the Buyer).
17. Payment of the full price of the Goods (as invoiced) shall be made to UNIPHAR without deduction, set-off, counterclaim or withholding of any kind within such period and in such manner as may be agreed between UNIPHAR and the Buyer from time to time. In addition to and without prejudice to any and all other remedies available to UNIPHAR in either law or equity, payment of any amount due is a condition precedent for starting further deliveries. Notwithstanding any other provision hereof, any delivery of Goods made by UNIPHAR to the Buyer at a time when payment is due, shall be without prejudice to the rights of UNIPHAR hereunder. The Buyer hereby irrevocably and unconditionally agrees and acknowledges that failure to pay any amount due may also (at the absolute discretion of UNIPHAR) result in (inter alia) the refusal by UNIPHAR to provide further supplies; and/or refusal by UNIPHAR to allow the Buyer credit in respect of any further supplies; or the loss or suspension of any discounts agreed with the Buyer; and/or refusal by UNIPHAR to allow the Buyer credit in respect of any further supplies. Notwithstanding any agreement in respect of credit terms between UNIPHAR and the Buyer should payment for any Goods become overdue then payment for all Goods supplied by UNIPHAR to the Buyer will, at the discretion of UNIPHAR, become immediately due and owing by the Buyer and the Buyer hereby covenants and agrees that in such circumstances it will pay on demand and discharge all sums outstanding plus any interest due to UNIPHAR plus any bank charges incurred by UNIPHAR as a result of direct debits being returned unpaid.
18. All payments which are not received when payable shall be considered overdue and remain payable by the Buyer together with interest at a rate of the interest rate will be the European Central Bank main refinancing rate plus 7 percentage points at the date on which the payment is due up until UNIPHAR receives payment in full in cleared funds. Notwithstanding the foregoing, UNIPHAR undertakes not to charge such interest if payment has in fact been made within 60 days of the last day of the calendar month in which delivery is made. Said interest shall accrue on the total balance outstanding from the date payment is due until the date of actual payment on a daily basis before as well as after any judgement and is payable on demand. UNIPHAR may at its discretion and without prejudice to any other remedy available, after payment has become due suspend any further deliveries of Goods due under the Contract and/or enter in or upon the Buyer's premises and take possession of the Goods on the relevant invoice or other document.
19. Subject to the other provisions of these Conditions, settlement discounts and any other discounts allowed by UNIPHAR shall be agreed by UNIPHAR with the Buyer from time to time and such discounts will be applied in a manner agreed between UNIPHAR and the Buyer from time to time.

DELIVERY

20. The Buyer will make a Designated Delivery Point available for inspection by UNIPHAR before delivery if so required by UNIPHAR. Unless otherwise agreed between the Buyer and UNIPHAR, delivery will be made to the Designated Delivery Point specified by the Buyer. Delivery is deemed to have occurred when the Buyer has signed for receipt of the Goods. Delivery of Goods whether for retail pharmacy or click & collect may be effected by UNIPHAR in one/the same tote. UNIPHAR reserves the right at its absolute discretion to charge delivery/carriage charges in respect of Goods requiring a special form of delivery. Without prejudice to the other provisions of this condition 20, should the Buyer wish to return Goods that required such a special form of delivery UNIPHAR will in all circumstances be entitled to charge a carriage charge with respect to the collection and return of the relevant Goods.

21. Any time or date for delivery specified by UNIPHAR on any quotation, sales order or other document is an estimate only and UNIPHAR shall not accept liability for any loss or damage or any consequential loss arising either directly or indirectly from delay in delivery howsoever caused.
22. The Buyer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been delivered. The quantity of any consignment of Goods as recorded by UNIPHAR on dispatch from UNIPHAR's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence to the contrary within two Business Days of the date of delivery of the Goods.
23. The liability of UNIPHAR for non-delivery of Goods shall be limited in all circumstances to replacing the Goods within a reasonable amount of time or issuing a credit note at the original price in respect of the Goods undelivered.
24. Subject to condition 23 above, UNIPHAR shall not under any circumstances have any liability to the Buyer in respect of the non-delivery of Goods howsoever arising. For the avoidance of doubt UNIPHAR shall not under any circumstances be liable for any consequential or incidental loss, nor for any loss of profits, loss of use, loss of bargain, loss of contract, loss of business opportunity, loss of goodwill, interruption or disruption arising out of non-delivery of Goods.
25. If the Buyer fails to accept delivery of the Goods when UNIPHAR has placed the Goods which are the subject of the Contract at the Buyer's disposal at the Designated Delivery Point, then, except where such failure or delay is caused by a force majeure event as provided for in condition 45 or UNIPHAR's failure to comply with its obligations under the Contract in respect of the Goods, the delivery of Goods shall be deemed to have been completed at the time of attempted delivery and UNIPHAR shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance).

CANCELLATION/RETURNS POLICY

26. No cancellation of the whole or any part of any Contract by instalment or otherwise by the Buyer is permitted except where agreed in writing in advance with an authorised UNIPHAR representative.
27. UNIPHAR shall be entitled at all times to refuse to accept the return of Goods (except in the case of out of date, damaged Goods or Goods which have not been ordered but which are delivered to the Buyer's premises or in the case of a general product recall). If UNIPHAR at its absolute discretion decides to accept the return of Goods and give credit, such acceptance of the returns will be strictly on the basis of the following conditions:
 - 27.1. Goods for return and/or credit must be notified to UNIPHAR within 2 days of the delivery of such Goods by UNIPHAR to the Buyer (such notification to specify the invoice number) and the Buyer must be able to demonstrate documentary evidence of this. The Buyer shall make such Goods available for Uplift by UNIPHAR;
 - 27.2. UNIPHAR shall be entitled to examine all Goods returned or purported to be returned from the Buyer to ensure that they are free from defects arising as a result of misuse, neglect, accident, improper storage, installation or handling by the Buyer. To the extent that any defect has so arisen or the Goods have not been notified for Uplift within two days of delivery, UNIPHAR shall be entitled to refuse to accept the return of such Goods or part thereof and to refuse to give credit in respect of the return of such Goods or part thereof. In such circumstances UNIPHAR will return such Goods to the Buyer and the Buyer shall be obliged to pay for such Goods in accordance with these Conditions. UNIPHAR may at its absolute discretion charge the Buyer for any

carriage or delivery costs incurred by UNIPHAR in connection with the return of the Goods. As a result of the costs incurred by UNIPHAR for regulatory compliance, carriage, and/or handling and processing of returned Goods, UNIPHAR will charge the Buyer a restocking fee for all returned Goods of 7.5% based on the original invoiced Contract price of the returned Goods;

- 27.3. unless the Goods are defective (which defect must be brought to the attention of UNIPHAR within twenty four hours of the time of delivery at the Designated Delivery Point) UNIPHAR will not accept the return (or provide credit in respect of Goods returned) of any refrigerated Goods or exempt medicinal products; and,
- 27.4. in the case of returns as a result of a general product recall of the Goods, the provisions of conditions 27.1 to 27.3 shall not apply.
28. Any Goods returns must be made within 10 calendar days of the original date of delivery, unless agreed otherwise by UNIPHAR, all returns outside of this timeframe will be returned to the Buyer and no credit will be issued. Any Goods returns that UNIPHAR agrees to receive that are to be returned outside 10 calendar days of the original date of delivery are deemed as exceptional returns. Exceptional returns will be assessed on a case by case basis in line with the UNIPHAR exceptional returns policy before UNIPHAR will, at its sole discretion, accept the return. The exceptional returns policy:
- applies to Goods which have been outside the UNIPHAR supply chain for more than 10 days;
 - applies to Goods which cannot be sold by the Buyer before the end of the product expiry;
 - applies only to Goods sold by UNIPHAR to the Buyer in the previous 3 months;
 - requires Goods to be subject to and to pass (which UNIPHAR shall determine) a deviation and a risk assessment which shall be aligned to HPRA Guidelines;
 - applies to Goods with a minimum of 60 days remaining shelf at the point of return;
 - excludes fridge products;
 - will incur a re-stocking charge of 7.5% of the original invoiced Contract price of the returned Goods; and

Goods returned under the exceptional returns policy that do not conform to the requirements of such policy will be sent back to the Buyer, including stock received in unsaleable condition, at the Buyer's cost.

RISK/TITLE

29. Title to the Goods shall not pass to the Buyer until UNIPHAR has received in full (in cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to UNIPHAR from the Buyer on any account or otherwise howsoever arising. Notwithstanding that title in the Goods shall not pass to the Buyer, such Goods are at the risk of the Buyer from the time of delivery at the Designated Delivery Point.
30. Until title to the Goods has passed to the Buyer, the Buyer must:
- 30.1 hold the Goods on a fiduciary basis as UNIPHAR's bailee;
- 30.2 store the Goods on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of UNIPHAR;

- 30.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 30.4 maintain the Goods in satisfactory condition, insured on UNIPHAR's behalf for its full price against all risks to the reasonable satisfaction of UNIPHAR. On request, the Buyer will produce the policy of insurance to UNIPHAR; and,
- 30.5 hold the proceeds of any insurance claims in respect of the insurance on trust for UNIPHAR and not mix them with any other money, or pay the proceeds into an overdrawn bank account.
31. Notwithstanding the passing of risk in relation to the Goods in accordance with condition 29 above the Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 31.1 any sale shall be effected in the ordinary course of the Buyer's business; and,
- 31.2 any such sale shall be the sale of UNIPHAR's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
32. UNIPHAR shall at all times be entitled to repossess all Goods supplied to the Buyer to the extent that payment is overdue in respect of any Goods supplied to the Buyer and/or should any of the circumstances referred to in condition 33 arise, and thereafter to resell same. For this purpose the Buyer grants UNIPHAR, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession is terminated, to recover them.
33. The Buyer's right to possession of all Goods supplied by UNIPHAR to the Buyer and for the avoidance of doubt the power to sell under condition 31 shall terminate immediately if:
- 33.1 payment is overdue in respect of any Goods supplied;
- 33.2 an Insolvency Event occurs in respect of the Buyer;
- 33.3 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it or fails to observe/perform any of his/its obligations under the contract or any other contract between UNIPHAR and the Buyer, or the Buyer ceases to trade or the Buyer encumbers or in any way charges any of the Goods; or,
- 33.4 UNIPHAR is of the view, acting reasonably and in good faith, that an Insolvency Event or any of the matters set out in conditions 33.1, 33.2 or 33.3 above is/are either threatened or pending.
34. UNIPHAR shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from UNIPHAR.
35. On termination of the Contract, howsoever caused, UNIPHAR's (but not the Buyer's) rights contained in this section entitled Risk/Title shall remain in effect.

LIABILITY

36. To the fullest extent permitted by law, in no case shall UNIPHAR be liable for:
- 36.1 any adverse effects resulting from application of the Goods to any process, operation or treatment unless specifically recommended or agreed to in writing by UNIPHAR;
- 36.2 any expenditure incurred by the Buyer in respect of the Goods alleged to be defective;

- 36.3 any economic loss (including loss of revenues, profits, contracts, business or anticipated savings), any consequential or indirect loss, any loss of goodwill or reputation, or damage of any kind to the Buyer (whether or not such losses were within the contemplation of the parties at the date of acceptance of the order) or to any person to whom the Goods were supplied by the Buyer or to any employee, agent, licensee, invitee or customer of the Buyer howsoever caused; or,
- 36.4 any Goods which have been processed in any way by the Buyer or damaged after the risk in the Goods has passed to the Buyer.
37. To the fullest extent permitted by law the maximum liability, if any, of UNIPHAR for any reason arising out of or in connection with any Contract to provide Goods to the Buyer shall be limited to the amount of the purchase price payable with respect to the Goods in dispute.
38. UNIPHAR makes and gives no warranty, condition or representation in regard to the Goods and excludes to the fullest extent permitted by law all warranties, conditions, terms, undertakings and obligations, express or implied by statute, law or otherwise except where expressly stated. It shall not be a condition of any Contract for the supply of Goods by UNIPHAR to the Buyer that the Goods supplied are fit for the purpose for which the Buyer wants them, whether or not this purpose has been made known to UNIPHAR. The Buyer accepts that prior to agreeing to placing an Order for the Goods to be supplied by UNIPHAR she/he/it has satisfied herself/himself/itself as to their fitness for her/his/its purpose and as to their merchantable quality in regard to the use for which they are required and has not relied upon UNIPHAR's skill, judgment or representations, if any, before so satisfying himself/itself. No terms, conditions, guarantees, representations or understandings made to the Buyer by the salesmen, agents, employees or representatives of UNIPHAR shall be binding unless confirmed in writing by UNIPHAR.
39. The limitations/exclusions of liability set out in these Conditions shall apply (*mutatis mutandis*) in respect of the officers, employees, agents and sub-contractors of UNIPHAR.

WARRANTY

40. The Buyer represents to UNIPHAR that the Buyer buys or receives the Goods from UNIPHAR in the course of a business of selling goods of the class ordered or for the purpose of a trade or undertaking carried on by the Buyer and that the Buyer does not deal with UNIPHAR as a "Consumer" within the meaning of Section 3 of the Sale of Goods and Supply of Services Act, 1980.
41. The Buyer represents and warrants to UNIPHAR that the Buyer shall comply with the Medicinal Products (Control of Wholesale Distribution) (Amendment) Regulations 2019 (S.I No.217 of 2019) (as amended and replaced from time to time) and any regulations or guidance issued by any regulatory body such as the Health Products Regulatory Authority and the Pharmaceutical Society of Ireland.

CHANGE IN STATUS AND CREDIT LIMIT

42. Under the Pharmacy Act 2007 a pharmacy must be registered with the PSI in order to operate. In the event of a change in the Buyer's legal status no change in the legal status of the Buyer will be allowed until the Buyer completes and submits evidence of the applicable authorisations and associated new account application paperwork under the new status to UNIPHAR and until acceptance of that new status is given in writing by UNIPHAR.
43. UNIPHAR may set from time to time a limit on the credit that it is willing to offer to the Buyer and which it may alter by notice in writing to the Buyer at its absolute discretion. On the

imposition of such limits, the Buyer shall immediately reduce the amount outstanding by the Buyer to UNIPHAR to the amount of such credit limit.

ASSIGNMENT

44. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of UNIPHAR.

FORCE MAJEURE

45. UNIPHAR shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the control of UNIPHAR including but not limited to war (whether an actual declaration is made or not), sabotage, insurrection, riot or other act of any civil disobedience, acts of the Buyer or a third party, failure or delay in transportation, acts of any government or any agency or subdivision thereof, government regulations, judicial actions, labour disputes, strikes embargoes, illness, epidemic, pandemic, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to UNIPHAR or shortage of labour, fuel, raw materials or machinery/technical failure. In any such event, UNIPHAR may, without liability, cancel or vary the terms of the Contract including but not limited to, extending the time for performing the Contract for a period at least equal to the time lost by reason of such event.

INDEMNITY

46. The Buyer shall be liable for and shall indemnify UNIPHAR against all loss, damage and expense suffered or incurred by UNIPHAR as a result of any breach of the Contract by the Buyer. In the event of breach of the Contract by the Buyer, UNIPHAR reserves the right to cancel the Contract and to hold the Buyer responsible for any loss caused thereby (or otherwise) to UNIPHAR.
47. The Buyer agrees to indemnify UNIPHAR against claims brought against UNIPHAR by any customer of the Buyer, except where UNIPHAR is responsible for the claims brought by the Buyer's customer against UNIPHAR. This indemnity shall not apply in respect of claims pursuant to the Liability for Defective Products Act, 1991 where the Buyer is not a "producer" as defined therein.

SEVERABILITY

48. If and to the extent that any provision or any part of these Conditions is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect.

NOTICES

49. Any notice given under a Contract or these Conditions shall be sent by prepaid recorded delivery or registered post or fax or electronic mail to the other party and shall be deemed to have been received by the addressee within 72 hours of posting if sent to the correct address or 24 hours of transmission if sent by fax to the correct fax number (with fax delivery confirmation) or 24 hours of transmission if sent to the correct email address.