

## Terms and Conditions – Sale

### 1. General Terms

1.1 These terms and conditions apply to all Goods and Services provided by us, except for:

(a) Products supplied through any agency, direct-to-pharmacy, or similar agreements. In such cases, the terms specified by the respective manufacturer will apply; and

(b) Goods and/or services supplied where a separate written agreement exists governing the supply of these items (unless otherwise agreed between us).

1.2 We may update these terms from time to time. Any revisions, after the noted date, will be available on our website. It is your responsibility to check this page regularly to ensure you are aware of and understand the terms that apply when placing an order.

1.3 Please read these terms carefully and ensure that you understand them before placing any order with us.

1.4 Your use of our website, northumbriapharma.com is governed by the applicable Terms of Access.

### 2. Ordering

2.1 Each order placed with us is an offer by you to purchase the Goods specified, subject to these terms, except as described in clause 1.1. You are responsible for ensuring the completeness and accuracy of each order.

2.2 We reserve the right, at our discretion, to reject any order in part or in full and/or to refuse to supply any Goods to you.

2.3 If we are unable to fulfill your order, we will notify you of the items unavailable, which may require a follow-up delivery. If we do not notify you of any out-of-stock items within one working day after receiving your order, the order is considered accepted in full. When a follow-up delivery is required:

(a) A contract will be created for the Goods delivered initially.

(b) If you agree to follow-up deliveries, separate contracts will be formed for each follow-up delivery.

(c) If you indicate in writing that you do not want follow-up deliveries, no additional contracts will be created for the remaining Goods.

2.4 A request from you to provide services is an offer to purchase those services under these terms. A contract is created upon our written confirmation of the services to be provided.

2.5 You are responsible for all orders placed through your account, regardless of who places them. We are not responsible for verifying the authorization of employees, agents, or contractors who place orders on your behalf. You are responsible for ensuring the security of your account credentials, and we will not be liable for costs incurred from unauthorized orders.

2.6 All Goods are subject to availability.

2.7 Ordering cut-off times may change periodically. We will inform you of any updates in advance.

2.8 We reserve the right to decline any order for reasons that will be communicated at the time.

### 3. Delivery of Goods and Services

3.1 Goods will be delivered to the address provided when the order is placed. Delivery will be confirmed by a signature (manually or electronically) on the delivery note.

3.2 You are responsible for ensuring the delivery address complies with regulatory requirements, including those specified by relevant authorities such as the General Pharmaceutical Council and the MHRA. You must also ensure that an authorized person supervises the receipt of Goods.

3.3 We may deliver Goods in installments. Each installment will be treated as a separate contract. Failure to deliver any installment does not entitle you to cancel the entire contract.

3.4 We will provide an estimated delivery date during the ordering process. Delivery times depend on stock availability and destination. We will make reasonable efforts to deliver by the estimated dates but are not liable for any delays.

3.5 Delivery schedules will be periodically reassessed, and we will notify you of any changes.

3.6 If you do not accept the Goods on the scheduled delivery date, we may at our discretion:

(a) Store the Goods at your expense, including insurance and storage costs; or

(b) Terminate the contract and dispose of the Goods.

3.7 You must reimburse us for any costs incurred due to:

(a) Order cancellations

## 4. Returns

4.1 Claims and returns can be notified in writing (including email) or by phone.

4.2 Returns are accepted only under the conditions outlined in the Returns Policy and in accordance with Good Distribution Practice guidelines set by the MHRA.

4.4 Additional return conditions:

(a) Refrigerated products cannot be returned.

(b) Ambient products must be returned within specified timeframes based on product type.

(c) Goods subject to the Misuse of Drugs Act must be packaged separately and returned following prior approval.

4.5 Goods that are not accepted for return may incur additional handling and disposal charges.

4.6 If returns exceed a certain threshold for errors, additional administrative fees may apply.

## 5. Pricing

5.1 The price for Goods is as follows:

(a) Orders via phone or writing, the price is as quoted at the time of acceptance, adjusted for any discounts or promotions.

5.2 The price for Services will be agreed upon in writing at the time of request.

5.3 We may increase the price of Goods or Services before delivery to reflect changes in costs. You will be notified and can cancel your order.

5.4 If you cancel an order after dispatch, Goods must be returned, and we will process any due refunds.

5.5 If we make a pricing error, we may correct it by issuing an additional invoice or credit.

5.6 Surcharges may apply for fuel or returns, and we will notify you of such charges.

5.7 Prices include standard delivery costs within the UK, but special deliveries will incur additional charges.

5.8 Prices exclude VAT and any applicable taxes or duties.

5.9 Prices and discounts are confidential and should not be disclosed to third parties without prior consent.

## 6. Invoicing and Payment

6.1 Invoices for Goods are issued after delivery. Services are invoiced as they are performed.

6.2 Any queries regarding invoices must be raised within one week. After this, the invoice is considered accepted.

6.3 Payments must be made to our nominated bank account.

6.4 Discounts may apply if payments are received by the last working day of the following month.

6.5 We may require security if we believe there may be difficulty fulfilling payment obligations.

6.6 Late payments may incur interest or lead to suspension of your account or withdrawal of discounts.

6.7 Payments should not be offset or withheld unless required by law.

6.8 Payments not identified with a specific invoice may be applied to any outstanding invoices at our discretion.

6.9 Payment terms will be indicated on the invoices.

## 7. Recall of Goods

7.1 If a recall is necessary, we will notify you and request the return of affected Goods.

7.2 If replacement Goods are not available, we will issue a credit note for the returned items.

## 8. Your Sales

8.1 You must only supply Goods to authorized persons and ensure compliance with all relevant regulations.

8.2 You agree not to sell or supply Goods outside the European Economic Area or to third parties who will sell them outside the EEA.

8.3 We may monitor your purchasing of controlled drugs and report patterns to authorities if necessary.

8.4 You are responsible for maintaining necessary licenses, consents, and compliance with applicable laws.

## 9. Risk and Ownership of Goods

9.1 Risk of loss or damage to the Goods shall transfer to you upon delivery, or, in cases where you fail to accept delivery, at the time we attempt to deliver the Goods, unless specified otherwise in these Terms.

9.2 Ownership of the Goods shall remain with us until we have received full payment of all amounts owed under the relevant contract or any other agreements between us. Until that time, you will hold the Goods as our agent, fiduciary, and bailee.

9.3 Until payment has been made in full, you agree to store the Goods in an appropriate manner, separate from any goods that belong to you or any third party, unless otherwise agreed by us in writing. You also agree to keep the Goods clearly marked as our property and fully insured for their total value on our behalf, from the moment of delivery. The Goods should not be damaged or marked while in storage.

9.4 You are permitted to sell or use the Goods before ownership passes, only under the following conditions:

(a) The supply is made in the ordinary course of your business; (b) You act as the principal in such a transaction; (c) Ownership of the Goods will pass to you immediately before any supply occurs; (d) Such transactions shall be subject to the conditions set forth in Clause 8.

9.5 If payment is not made on time, or if you experience an "Event" as defined in Clause 14:

(a) We may enter any premises where our Goods are located to reclaim and dispose of them, without prior notice; (b) Your right to sell or dispose of the Goods ceases immediately; (c) We may withhold delivery of any outstanding Goods and suspend any ongoing services under this or any other contract between us; (d) All outstanding sums for Goods or Services will become immediately due.

## 10. Data and Privacy

Any personal data you provide to us will be processed in line with our Privacy Policy and applicable data protection legislation. A copy of our Privacy Policy can be found on our website.

## 11. Warranties

11.1 We warrant that:

(a) On delivery, the Goods will conform to the specifications provided by the relevant manufacturer and will be free from material defects in workmanship and materials; (b) All Services will be provided with reasonable skill and care.

11.2 We do not make any representations or warranties that the Goods or any services provided will not infringe the intellectual property rights of any third party, and we are not liable for any such infringement.

11.3 Except as explicitly stated in these Terms, all other warranties or conditions, whether express or implied (including, without limitation, implied warranties of satisfactory quality or fitness for a particular purpose), are excluded to the fullest extent allowed by law.

## 12. Liability

12.1 Our total liability to you, whether in contract, tort (including negligence), or otherwise, is set out as follows:

(a) For any breach of contract; (b) For any misrepresentation (excluding fraudulent misrepresentation); (c) For any tortious act or omission (including negligence) arising under or in connection with the contract.

12.2 It is your responsibility to inspect the Goods immediately upon delivery for any quantity or quality defects. Unless you notify us in writing within the timeframes set out in Clause 4.1, we will not be liable for claims regarding non-compliance with the contract, including issues of loss, damage, or defect.

12.3 If you have a valid claim for loss or non-compliance with the contract, our only obligation will be to:

(a) Repair or replace the Goods or Services concerned; (b) Refund the cost of the relevant Goods or Services; (c) Reimburse any transport costs you incur when returning the Goods to us (as outlined in Clauses 4 and 7).

12.4 Subject to Clause 12.5, we will not be liable for indirect, consequential, or loss of profit damages, nor for any claims calculated based on time or production.

12.5 Our total liability under any contract for loss or damage shall be limited to the total net price of the Goods or Services under the relevant contract, excluding VAT.

12.6 We do not exclude or limit liability for fraud, death, or personal injury caused by our negligence, or any other liability that cannot be excluded or limited under English law.

12.7 We shall not be liable for defects arising from your actions or failure to follow our guidelines on handling or storage of the Goods.

12.8 We shall not be liable for any defects arising from using the product not in compliance with the MHRA registered information detailed with the Summary of Product Characteristics (SmPC) and the Patient Information Leaflet (PIL).

12.9 Descriptions, illustrations, and other details regarding the Goods and Services found on our website, third-party platforms, or promotional materials are intended as guides only. They do not form part of the contract unless explicitly stated in writing.

### 13. General Terms

13.1 A waiver by us of any rights under this contract will not prevent us from exercising those rights again in the future.

13.2 If any provision of the contract is deemed invalid, illegal, or unenforceable, the remaining provisions will continue to be valid and enforceable.

13.3 You may not assign or subcontract your rights or obligations under the contract without our written consent.

13.4 We may assign or subcontract our rights or obligations under this contract without your consent.

13.5 The contract and any non-contractual rights arising from it shall be governed by and interpreted in accordance with English law, and both parties submit to the exclusive jurisdiction of the English courts.

### 14. Definitions and Interpretation

14.1 In these Terms, the following terms shall have the meanings set out below:

(a) “Conditions” refers to these terms and conditions, as updated from time to time; (b) “Contract” means the agreement for the sale and purchase of Goods or Services, governed by these Conditions; (c) “Event” includes insolvency, liquidation, or other financial distress; (d) “Goods” refers to the products or materials we supply under the contract; (e) “Services” refers to the services we provide under the contract; (f) “we” or “us” refers to Northumbria Pharma; (g) “you” refers to the party entering into the contract with us; (h) “working day” means any day excluding Saturdays, Sundays, and public holidays in England.

14.2 Words in the singular include the plural, and vice versa. Headings are for reference purposes only and do not affect the interpretation of these Conditions.

14.3 Our rights and remedies under this contract are in addition to any other rights we may have under law.

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### Changes to Terms

We may amend these Terms from time to time. Before placing any order, please ensure you review the Terms applicable at that time. If you do not accept the updated Terms, please refrain from placing any further orders.