

Terms and Conditions of Sale

These terms and conditions are between Rosemont Pharmaceuticals Limited (“Company”) and the Customer. The Company is a company registered in England under company number **00924648** and with its registered office at Rosemont House, Yorkdale Industrial Park, Braithwaite Street, Leeds, England, LS11 9XE.

These terms and conditions were last updated in July 2021 coming into effect on [] July 2021.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Conditions	these terms and conditions as applicable at the date any Contract is entered into;
Contract	the contract between the Company and the Customer for the sale and purchase of Products which shall comprise these Conditions and (only if previously requested specifically in relation to an Order) any Quotation provided by the Company;
Customer	any person, firm or company ordering Products from the Company;
Force Majeure	any event beyond the reasonable control of a party to this Agreement including, without limitation, malicious damage, failure of a utility service, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies including as a consequence of pandemics, epidemics and other health incidents having sufficient effect as to lead to governmental intervention.
HMRs	The Health and Medicines Regulations 2012 (SI2012/1916) as applying as EU retained law

Insolvency Event

pursuant to The Human Medicines (Amendment etc.) (EU Exit) Regulations 2019.

a party to a Contract

1. becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order; or
2. such Party becoming the subject of (except for the purposes of solvent amalgamation or solvent reconstruction) a resolution for its voluntary winding-up; or
3. there is a provisional liquidator, Receiver, Administrator or Manager of its business or undertaking appointed to or in connection with that party;
4. or a petition being presented for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986 in respect of that party; or
5. possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge or any equivalent act or thing being done or suffered under any Applicable Laws; or
6. the party becomes unable to pay its debts and such inability is demonstrated upon a basis provided for under s123 of the Insolvency Act 1986.

Order

the Customer's order for the Products which may be set out in Writing and provided by the Customer (subject always to clause 2.2 of these Conditions) or provided verbally;

Products	the range of products from time to time contained in the Company's price list current at the date of any Order or Quotation;
Quotation	the Company's response to any request for a quotation from a Customer.

- 1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7. A reference to Writing includes any communication transmitted by e-mail or facsimile.
- 1.8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9. References to clauses are to the clauses of these Conditions and references to Schedules and paragraphs are to Schedules and paragraphs to these Conditions.
- 1.10. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. AGREEMENT

- 2.1. The Company agrees to sell and the Customer agrees to purchase the Products in accordance with the terms and conditions of any Contract entered into.

- 2.2. Acceptance of a Customer's Order shall always be in accordance with these Conditions. This is to the exclusion of any other terms and conditions that may have been proposed by the Customer including through the issue of a purchase order and which are, accordingly, to be disregarded.
- 2.3. No Order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing or by telephone when an order confirmation has been expressly requested and provided in Writing. In all other cases acceptance of an Order will be through completion of the Order which occurs when the Customer is advised that the Products are to be delivered or are ready for delivery (collection being arranged by the Customer) as provided for in clause 7.
- 2.4. Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, invoice or other document or information issued by the Company may be amended by the Company in order to correct any error without any liability on the part of the Company. Any error in the prices agreed with a Customer in any communication from a Customer shall be corrected by the Company either prior to acceptance of the Order or, if not identified at that time, at the time of invoicing of the Order.
- 2.5. Quotations where requested and then issued by the Company are subject to a Contract on the Company's Conditions being formed with the Company. As a guide, unless otherwise stated on the face of the Quotation the Quotation shall be valid for 30 days from the date of issue the Customer being responsible for requesting an updated Quotation thereafter. Any Order placed following the expiry date of the Quotation shall be delivered by reference to the Company's price list prevailing at the time that the Order is completed.

3. PRICE AND PAYMENT

- 3.1. The price of the Products to be supplied ("the Price") shall be that most recently notified in writing to the Customer prior to an Order being placed where a Quotation has been specifically requested and provided. In all other cases, the price shall be the price listed in the Company's price list in force as at the date the Contract is entered into. If a discount arrangement has been agreed in writing with the Customer this shall be taken into account where appropriate at invoicing stage.

- 3.2. All prices quoted are subject to VAT at the standard rate prevailing at the date of supply.
- 3.3. The Company reserves the right to apply a packing and carriage charge on all Orders below £150 in value and on Orders received where there is a requirement from the Customer to effect deliveries at a frequency of more than once per week.
- 3.4. The Company may raise an invoice on or at any time, following completion of the delivery of the Products and the Customer shall pay the invoices within 30 days of receipt of the invoice.
- 3.5. In the event of failure to pay by the due date the Company may suspend any further deliveries and/or recover the Products in accordance with these Conditions. Title to the Products will remain with the Company until payment is cleared.
- 3.6. If the Customer fails to pay the invoice within 30 days of receipt 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. Interest shall accrue on a daily basis from the due date until the date of actual payment. The Customer must pay the Company interest due calculated under this clause 3.6 together with any overdue amount.

4. ORDERS

- 4.1. Orders are accepted at the discretion of the Company but are only acknowledged in circumstances in which clause 2.3 or 4.2 applies.
- 4.2. Customers may receive acknowledgement of an Order where this is requested at the time of placing the Order or subsequently by request in writing.
- 4.3. No Order may be cancelled by the Customer except with the prior written consent in writing of the Company which may be given on such terms as the Company in its sole discretion determines.

5. WARRANTIES

Subject as expressly provided in these Conditions, and except where the Products sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) any conditions or warranties (whether express or implied by

statute or common law or arising from the conduct or previous course of dealing or trade, custom or usage) are hereby excluded to the fullest extent permitted by law.

6. REPRESENTATIONS

- 6.1. No date, description, information, warranty, condition, or representation whether made verbally or contained in any catalogue, price list, advertisement, or other written communication made by the Company its agents or employees shall be construed to enlarge, vary, or override in any way these Conditions.

7. DELIVERY

- 7.1. The date of delivery of the Products is the date on which the Company informs the Customer that the Products are ready for collection at the Company's premises (if the Customer has requested this and the Company has agreed) or the date on which the Company dispatches the Products to the warehouse/site or other place nominated by the Customer and as agreed in writing between the parties.
- 7.2. Delivery arrangements are based upon standard working hours of Monday to Friday 8.30am to 4.30pm (UTC adjusted by 1 hour to British Summer Time during the relevant time period). Where a Customer requires delivery outside of this period this must be agreed by the Company and the details together with any supplementary charges agreed in writing with the Customer.
- 7.3. Any dates quoted for delivery of the Products are approximate only.
- 7.4. The Company will not be liable for any delay in delivery or failure to deliver except in the event of wilful default on the part of the Company.

8. RISK AND TITLE

- 8.1. The risk of damage or loss of the Products shall pass to the Customer at the time of delivery.
- 8.2. Title to the Products shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Products.

- 8.3. Until such time as title in the Products passes to the Customer the Customer shall hold the Products as the Company's fiduciary agent and bailee and shall keep the Products separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Products in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise the invoiced value of the Products, whether including where necessary through allocation of the benefit of insurance proceeds and shall keep all such proceeds received from any third party separate from any monies or property of the Customer and third parties.
- 8.4. Until the property in the Products passes to the Customer (and provided the Products are still in existence and have not been re-sold or utilised by the Customer) the Company shall be entitled at any time to require the Customer to return the Products and, on failure to do so, to enter upon the premises of the Customer or any third party where the Products are stored and repossess the Products. The Customer shall in circumstances in which the Products are stored by a third party and the provisions of this clause 8.4 apply provide to the Company authorisation to request access to and take possession of any relevant Products.
- 8.5. The Customer shall not be able to pledge or in any way charge by way of security for any indebtedness any of the Products, which remain the property of the Company. If the Customer does so pledge or charge any of the Products which remain the property of the Company all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

9. DAMAGE OR LOSS IN TRANSIT

- 9.1. Claims based on any defect in the quality or condition of the Products will only be considered if notified in writing to the Company within 3 days of the date of delivery.
- 9.2. Claims for non-delivery of the Products will only be considered if notified in writing to the Company within 7 days of the date of invoice.
- 9.3. The Company shall not be liable to the Customer or be deemed to be in breach of any provisions of these Conditions by reason of any delay in

performing, or any failure to perform any of the Company's obligations in relation to the Products, if the delay or failure is due to any cause beyond the Company's reasonable control.

10. CONSEQUENTIAL LOSS

- 10.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
 - 10.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents, or subcontractors;
 - 10.1.2. fraud or negligent misrepresentation;
 - 10.1.3. breach of the terms implied by the section 12 of the Sale of Goods Act 1979; and
 - 10.1.4. defective products under the Consumer Protection Act 1987.
- 10.2. The Company shall under no circumstances be liable to the Customer, whether in contract, tort, 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 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, shall in no circumstances exceed 100% of the price of the Products.

11. Returns

- 11.1. Provided the Products:
 - 11.1.1. conform in all material respects with their description and specification;
 - 11.1.2. are free from material defects;
 - 11.1.3. are of satisfactory quality (in accordance with the Sales of Goods Act 1979); and
 - 11.1.4. fit for their purpose held out,the Company will not accept the return of any of the Products.
- 11.2. Subject to clause 11.1 unlicensed Products may in some circumstances be returned to the Company but only with the specific prior written consent of the Company, which may or may not be granted at the Company's entire discretion but, if granted, shall be on such terms as the Company shall from time to time consider appropriate.

- 11.3. The Customer is reminded that all Products bear an expiry date based on storage under normal conditions or as otherwise indicated.

12. UNITED KINGDOM REGULATIONS

- 12.1. The Products are intended only for the resale within the United Kingdom and the Customer alone shall be responsible for compliance with any laws, regulations, or requirements in force in relation to the Products outside the United Kingdom.
- 12.2. The Customer if it enters into a Contract as a wholesaler warrants that it is at the time any Contract is entered into and will be at the time delivery is effected duly authorised under the HMRs to possess and distribute any Products that may be the subject of the relevant Contract that are regulated and require authorisation to undertake these activities under the HMRs.
- 12.3. The Customer if it enters into a Contract as a reseller warrants that it is at the time any Contract is entered into and will be at the time delivery is effected duly authorised to carry on the business of retail pharmacy under the Medicines Act 1986 (as amended).

13. PATENTS AND TRADE MARKS

- 13.1. Nothing in these Conditions shall be construed as granting or implying the grant of any licence under patent or trade mark rights or any other industrial property rights held by the Company anywhere in the world to any person, and the Company shall be entitled to exercise such patent or trade mark rights and/or other industrial property rights to the fullest extent legally permissible at the time of such exercise.

14. ANTI-BRIBERY

- 14.1. The Customer will:
- 14.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery including but not limited to the Bribery Act 2010;

- 14.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
- 14.1.3. comply with the Anti-Bribery and Anti-Corruption Policy in each case as the Company or the relevant industry body may update them from time to time;
- 14.1.4. have and will maintain in place so long as these Conditions are in force its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010;
- 14.1.5. notify the Company (in writing) if the Customer becomes aware of any breach of clauses 14.1.1 or 14.1.2 above, or has reason to believe that the Customer or any person associated with the Customer has received a request or demand for any undue financial or other advantage in connection with the Contract; and
- 14.1.6. promptly confirm in writing to the Company when reasonably requested to do so that it has complied with the anti-bribery and anti-corruption requirements.

15. WHISTLEBLOWING

- 15.1. The Company makes the Customer aware that it has implemented a Whistleblowing policy and will take seriously and deal with any disclosure made in accordance with that policy. A copy of the policy will be provided on the request of a Customer.

CRIMINAL FINANCES ACT

- 15.2. the Customer confirms that
 - 15.2.1. it not has been convicted of any offence involving a breach of the Criminal Finances Act 2017; and
 - 15.2.2. it will ensure that it does not enter into transactions or commitments that would constitute a breach of the Criminal Finances Act 2017

16. MODERN SLAVERY ACT

- 16.1. the Customer confirms that it will:

- 16.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- 16.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015.

17. FORCE MAJEURE

- 17.1. Neither party shall be in breach nor liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this agreement if it is due to an event of Force Majeure.
- 17.2. If a party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by Force Majeure (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 17.3. The corresponding obligations of the other party (except for any liability to pay any sum due and payable to the other party) will be suspended, and the time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 17.4. The Affected Party shall:
 - 17.4.1. as soon as reasonably practicable after the start of the event of Force Majeure but no later than five days from its start, notify the other party in writing of the event of Force Majeure, the date on which it started, the likely or potential duration, and the effect of the event of Force Majeure on its ability to perform any of its obligations under the Contract; and
 - 17.4.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 17.5. If the event of Force Majeure prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 13 weeks, the party not affected by the event of Force Majeure Event may terminate the Agreement by giving five days written notice to the Affected Party.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 18.1. The Parties intend that no provision of the Contract shall confer any benefit, nor be enforceable by any Person who is not a party by virtue of the Act.
- 18.2. any Contract may accordingly be rescinded, amended or varied by the Parties without notice to or the consent of any of said members even if, as a result, any of said members' right to enforce a term of the Contract may be varied or extinguished.

19. INSOLVENCY OF THE CUSTOMER

- 19.1. This clause applies if the Customer:
 - 19.1.1. becomes subject to or the subject of an Insolvency Event; or
 - 19.1.2. the Customer ceases or threatens to cease, to carry on business;or
 - 19.1.3. the Company reasonably apprehends that any of the events mentioned above under clause 19.1.1 or 19.1.2 is about to occur in relation to the Customer and notifies the Customer accordingly.
- 19.2. If this clause applies, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any Contract that is unperformed or only partly performed in each case by reference to the obligation upon the Company to deliver Products to the Customer or suspend any further deliveries under any Contract without any liability to the Customer and if any Products have been delivered but not paid for the balance of the price outstanding shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

20. GENERAL

- 20.1. No variation of these Conditions which is intended to form part of or to amend an Agreement is permitted unless expressly accepted by a Director of the Company in Writing in accordance with the Change Control Procedure.
- 20.2. The Company's employees or agents are not authorised to make any representations concerning any Equipment and/or Services unless confirmed by the Company in Writing. In entering into an Agreement, the Customer

acknowledges that the Customer does not rely on, and waives any claim for breach of, any such representations which are not so confirmed. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Equipment which is not confirmed in Writing expressly addressed to the Customer and clearly specific to a particular Quotation provided upon which an Agreement has been formed, is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

- 20.3. No waiver by the Company of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 20.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 20.5. The construction validity and performance of the Agreement and all matters pertaining thereto shall be governed in all respects by English Law. The English High Court of Justice shall have jurisdiction to entertain any action brought in connection with the Agreement or matters pertaining thereto.