

STANDARD CONDITIONS OF SALE

1. INTERPRETATION AND DEFINITIONS

“Buyer” means the corporate entity, partnership, firm or person who purchases Products from United Drug;

“Conditions” means these standard terms and conditions of sales of the Products between United Drug and the Buyer;

“Delivery Point” means the place where delivery of the Products to the Buyer is to take place;

“Insolvency Event” means any of the following event:-

- (i) If the Buyer is a company where any proposal is made for a voluntary winding up within the meaning of section 564 of the Companies Act 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 trustee, receiver, examiner or a similar officer is appointed in respect of all or a part of the business or assets of the Buyer or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Buyer or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up 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
- (ii) an order is made or resolution is passed, or any analogous proceedings are taken against the Buyer in a jurisdiction outside Ireland for the winding up, administration, examinership, receivership or dissolution (other for the purposes of a solvent amalgamation or reconstruction) of the Buyer; or
- (iii) the Buyer's financial position deteriorates to such an extent that in United Drug's reasonable opinion the Buyer's capability to adequately fulfil its obligations under these Conditions has been placed in jeopardy;

“Products” means the Products which the Buyer agrees to buy from United Drug;

“Premises” means the relevant United Drug premises or depot from which deliveries of the Products are made to the Buyer or such other United Drug premises or depot as notified by United Drug to the Buyer from time to time;

“Scheduled Delivery Date” means the date upon which the Products are scheduled for delivery by United Drug to the Buyer;

“United Drug” means United Drug Distributors Ireland Limited: and

“United Drug Affiliate” means a company which is within the same group (as defined in s.8(3) of the Companies Act 2014) as United Drug Distributors Ireland Limited

The Buyer and United Drug are each a “party” and together the “parties”.

- 1.1. In these Conditions, reference to these Conditions shall include these conditions of sale and all amendments and supplements thereof.
- 1.2. In these Conditions reference to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3. The use of headings shall not affect the construction of these Conditions.
- 1.4. The use of the plural shall include the singular and the use of the singular shall include the plural.

2. INCORPORATION OF TERMS

- 2.1. These Conditions exclude 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, specification or other document).
- 2.2. These Conditions supersede any prior agreements and understandings between United Drug and the Buyer and represents the entire, complete and exclusive agreement and understanding of the parties hereto with respect to the subject matter hereof.
- 2.3. These Conditions apply to all of United Drug’s Product sales and any variations of these Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by an authorized representative of United Drug.
- 2.4. Where United Drug has provided the Buyer with a quotation, it shall constitute an invitation to treat. All orders placed with United Drug by the Buyer for Products shall constitute an offer to United Drug and no contract shall come into being until the offer is accepted by United Drug. Acceptance by United Drug of an offer from a Buyer shall in all circumstances be conditional on the Products being currently in stock and capable of being delivered to the Buyer. If all or part of the Products cannot be delivered by United Drug by reason of such Products not currently being in stock or otherwise howsoever arising United Drug 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 non-delivery of all or part of the Products ordered.
- 2.5. Each delivery of Products under these Conditions shall be deemed to constitute a separate enforceable contract to which these Conditions apply.
- 2.6. Any liability of United Drug under these Conditions shall be subject to and conditional upon the due performance and observance by the Buyer of all its obligations under these Conditions, and the Buyer shall not be entitled to withhold or delay payment or exercise any right of set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.
- 2.7. No failure, delay, relaxation or indulgence on the part or either party in exercising any power or right conferred upon such party by these Conditions or by law, shall operate as a waiver of such power or rights, or of any other power or right on any subsequent occasion.

3. PRICES/PAYMENT

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- 3.1. The price for the Products supplied by United Drug will be the price applicable at the date of order and United Drug reserves the right to amend its quoted price at any time prior to the date of order.
- 3.2. Any discounts if applicable will be agreed by United Drug with the Buyer and such discounts are subject to change at United Drug's absolute discretion.
- 3.3. The price for the Products shall be exclusive of any Value Added Tax. All costs and charges in relation to loading, unloading, carriage and insurance, shall be paid by the Buyer to United Drug.
- 3.4. Unless otherwise agreed between United Drug and the Buyer the payment of the total price of the Products (as invoiced) shall be made to United Drug without deduction **no later than the last day of the month in which delivery is made**. In addition to and without prejudice to all other remedies available to United Drug at either law or in equity, payment of any overdue amount is a condition precedent for further delivery of Products. All costs and losses incurred by United Drug arising out of the withholding of deliveries of Products due to non-payment of overdue amounts by the Buyer shall be borne by the Buyer. Notwithstanding any other provisions herein, should United Drug deliver Products to the Buyer at any time while overdue amounts remain outstanding, such delivery shall be without prejudice to the rights of United Drug herein. The Buyer hereby unconditionally agrees that failure to pay any overdue amount may (at the absolute discretion of United Drug) result in the refusal by United Drug to allow the Buyer credit in respect of any further Products or the loss or suspension of any discounts expressly agreed by United Drug with the Buyer.
- 3.5. All payments which are not received when payable will be considered overdue and payable by the Buyer together with interest for late payment of 4% above the then current lending rate of the European Central Bank. Interest shall accrue daily from the date on which the payment is due up until United Drug receives payment in full in cleared funds.

4. DELIVERY

- 4.1. Save where the Delivery Point is the Premises, if so requested by United Drug, the Buyer will make the Delivery Point available for inspection by appropriate United Drug staff before the Scheduled Delivery Date. Unless otherwise specified by the Buyer, delivery will be made by United Drug to the Delivery Point stipulated by the Buyer.
- 4.2. The Scheduled Delivery Date referred to in any quotation or sales order is approximate only and does not have any binding contractual effect. While United Drug will use reasonable efforts to meet any Scheduled Delivery Date, it shall not have any liability for any loss or damage or consequential loss arising either directly or indirectly incurred by the Buyer as a result of any failure to deliver on the Scheduled Delivery Date.
- 4.3. When United Drug has placed the Products at the Delivery Point at the Buyer's disposal, and the Buyer has signed for receipt of the Products delivery is deemed to have occurred. United Drug has complied with its obligations under these Conditions in respect of the Products and for the purposes of the Buyer's payment obligations under condition 3.4. The Buyer is responsible for its own procurement processes and failure by the Buyer to retain a copy of the

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invoice or delivery docket shall not entitle the Buyer to delay or withhold payment for the Products.

- 4.4. If for any reason, the Buyer will not accept delivery of any of the Products when ready for delivery, or United Drug is unable to effect delivery on arrival at the Delivery Point for any reason whatsoever an additional charge for any return visit or subsequent visit may be levied by United Drug on the Buyer.

5. NON-DELIVERY

- 5.1. The Buyer shall not be entitled to reject a delivery of the Products on the basis that an incorrect volume of the Products has been delivered. The quantity of any Products as recorded by United Drug upon dispatch from the Premises shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary within 48 hours of the date of the delivery of the Products.
- 5.2. The liability of United Drug for non-delivery of the Products shall be limited in all circumstances to delivery of the non-delivered Products within a reasonable time or issuing a credit note at the original price in respect of the Products undelivered. The Buyer agrees that the remedies in this condition [5.2](#) shall be the Buyer's exclusive remedies for non-delivery of Products.

6. CANCELLATION/RETURNS POLICY

- 6.1. No cancellation of the whole or any part of any order, whether it is an order by instalment or otherwise, by the Buyer is permitted except where agreed in writing in advance by an authorized representative of United Drug.
- 6.2. United Drug shall be entitled at all times to refuse to accept returns of Products (except in the case of out of date, damaged Products or Products which have not been ordered but which are delivered at the Delivery Point or in the case of a Product recall).
- 6.3. If United Drug in its absolute discretion agrees to accept the return of Products and give credit in respect of returned Products these returns must be in accordance with conditions [6.4 to 6.9](#) below.
- 6.4. Products for return must be notified to United Drug (the notification must specify the invoice number) within 48 hours of the delivery of the Products at the Delivery Point and the Buyer must be able to show documentary evidence of its compliance with this time limit.
- 6.5. United Drug will not accept return or provide credit in respect of any refrigerated Products unless the refrigerated Products are defective, and this defect must be brought to the attention of United Drug within 48 hours of the time of delivery of the Products at the Delivery Point.
- 6.6. The Buyer must return the notified Products within 10 calendar days of the date on the invoice. Unless otherwise agreed with United Drug if the Buyer does not return notified Products within 10 calendar days no credit will be issued to the Buyer.
- 6.7. Notwithstanding the fact that the Buyer might in certain circumstances request United Drug's carrier to assist it in returning Products, it shall be the sole responsibility of the Buyer to return the Products to the Premises within the 10 calendar days specified in 6.6. Products shall be returned at the risk of the Buyer until they have been safely and securely delivered to the Premises and neither United Drug nor its carrier shall have any liability whatsoever in respect

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of Products lost, damaged or stolen in transit to the Premises. If the Buyer returns or purports to return the Products using United Drug's carrier the Buyer must retain documentary evidence that the Products were given to United Drug's carrier.

- 6.8. United Drug shall be entitled to examine any Products returned by the Buyer to ensure that they are free from defects arising from the misuse, neglect, accident, improper storage or handling by the Buyer. In the event the Products are found to be defective under this condition 6.8 United Drug shall be entitled to refuse to accept the return of the Products or part thereof and to refuse to give credit in respect of the return of the Products or part thereof. In these circumstances United Drug will return the Products to the Buyer and the Buyer shall be obliged to pay for the Products in accordance with condition [3](#) and the Buyer shall also discharge any carriage/delivery costs incurred by United Drug in connection with the return of the Products.
- 6.9. United Drug (save for defective Products which were notified to United Drug within 48 hours of delivery and returned within 10 calendar days of date of invoice) may, at its absolute discretion apply a re-stocking fee of 7.5% of the invoice price of the Products. This re-stocking fee will be charged to the Buyer either (i) by way of a reduction in the amount of the credit to be issued; or (ii) by adding an amount equivalent to the re-stocking fee to the Buyer's account with United Drug.
- 6.10. United Drug reserves the right at its absolute discretion to charge delivery/carriage charges in respect of Products requiring a special form of delivery. Should United Drug wish to apply such a charge in respect of the special form delivery the Buyer will be informed in advance. Without prejudice to the other provisions of this condition [6](#), should the Buyer wish to return Products that require such a special form of delivery United Drug will in all circumstances be entitled to charge a carriage charge for the collection and return of these Products.

7. RISK/TITLE

- 7.1. Ownership of the Products shall not pass to the Buyer until United Drug has received in full (in cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to United Drug from the Buyer on any account or otherwise howsoever arising. Notwithstanding that title in the Products shall not pass to the Buyer the Products are at the risk of the Buyer from the time of delivery of the Products at the Delivery Point.
- 7.2. Until title of the Products has passed to the Buyer, the Buyer must:
- (i) hold the Products on a fiduciary basis as United Drug's bailee;
 - (ii) store the Products in such a way that they remain readily identifiable as United Drug's property;
 - (iii) not destroy, deface or obscure any identifying mark or packing on or related to the Products;
 - (iv) maintain the Products in satisfactory condition, insured on United Drug's behalf for its full price against all risks to the reasonable satisfaction of United Drug. On request, the Buyer shall produce the policy of insurance to United Drug; and

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- (v) hold the proceeds of any insurance claim on trust for United Drug and not mix such proceeds with any other monies, or pay the proceeds into an overdrawn bank account.
- 7.3. Notwithstanding the passing of risk in relation to the Products in accordance with condition [7.1](#), the Buyer may resell the Products before ownership has passed to it solely on the following conditions:-
- (i) any sale shall be effected in the ordinary course of the Buyer's business and the Buyer shall hold such part of the proceeds of sale as represents the amount owed by the Buyer to United Drug on behalf of United Drug and the Buyer shall account to United Drug accordingly; and
 - (ii) any such sale shall be a sale of United Drug's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 7.4. United Drug shall at all times be entitled to repossess all Products supplied to the Buyer to the extent that payment is overdue in respect of any of the Products supplied to the Buyer and/or should any of the circumstances referred to in condition [7.5](#) arise, and thereafter to resell same. For this purpose, the Buyer grants United Drug, its agents and employees an irrevocable licence to enter any premises at any time where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession is terminated, to recover them.
- 7.5. The Buyer's right to possession of the Products supplied by United Drug and the Buyer's power to sell under condition [7.3](#) above shall terminate immediately if:
- (i) payment overdue in respect of any Products supplied;
 - (ii) an Insolvency Event occurs in respect of the Buyer;
 - (iii) the Buyer fails to observe/perform any of its obligations under these Conditions or any other contract between United Drug and the Buyer;
 - (iv) United Drug is of the view, acting reasonable and in good faith that any of the matters set out in sub-condition [7.5\(i\) to \(iii\)](#)(inclusive) is/are either threatened or pending.
- 7.6. United Drug shall be entitled to recover payment for the Products notwithstanding that ownership of the Products has not passed from United Drug.
- 7.7. Where any of the events set out in sub-condition 7.5(i) to (iv)(inclusive) apply, the Buyer's right to any discount as may have accrued (where applicable) shall automatically lapse and shall not be payable by United Drug.
- 7.8. On termination of these Conditions, howsoever caused, United Drug's (but not the Buyer's) rights contained in this section entitled Risk/Title shall remain in effect.

8. LIMITATION OF LIABILITY

- 8.1. To the fullest extent permitted by law, in no case shall United Drug be liable for (i) any adverse effects resulting from use of the Products; (ii) any expenditure incurred by the Buyer in respect of Products alleged to be defective; (iii) any economic loss, loss of revenues, profits, contracts, business or anticipated savings, any consequential loss whether direct or indirect, indirect loss,

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any loss of goodwill or reputation, or damage of any kind to the Buyer (whether or not such losses were within contemplation of the parties at the date of acceptance of the order) or to any person to whom the Products were supplied by the Buyer or to any employee, agent, licensee, invitee or customer of the Buyer howsoever caused; or (iv) any Products which have been processed in any way by the Buyer or damaged after the risk in the Products has passed to the Buyer.

- 8.2. To the fullest extent permitted by law the maximum liability, if any, of United Drug for any reason arising out of or in connection with these Conditions shall be limited to the invoiced amount payable in respect of the Products which are the subject of the claim.
- 8.3. United Drug makes and gives no warranty, condition or representation in regard to the Products 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 is not a condition of these Conditions for the supply of the Products by United Drug to the Buyer that the Products are fit of the purpose for which the Buyer wants them, whether or not this purpose has been made known to United Drug. The Buyer accepts that prior to agreeing to placing an order for the Products that they have satisfied themselves as to the Products fitness for purpose and as to their merchantable quality in regard to the use for which they are required and has not relied upon United Drug's skill, judgement or representations, if any, before so satisfying itself. No terms, conditions, guarantees, representations or understandings made to the Buyer by agents, employees, or representatives of United Drug shall be binding unless confirmed in writing by an authorized representative of United Drug.
- 8.4. The limitations/exclusions of liability set out in this condition [8](#) shall apply (mutatis mutandis) in respect of the officers, employees, agents and subcontractors of United Drug.

9. WARRANTY

The Buyer represents to United Drug that the Buyer buys or received the Products from United Drug in the course of a business of selling the Products and for the purpose of a trade or undertaking carried on by the Buyer and that the Buyer does not deal with United Drug as a "Consumer" within the meaning of Section 3 of the Sale of Goods and Supply of Services Act, 1980.

10. ASSIGNMENT

The Buyer shall not be entitled to assign these Conditions or any part of it without the prior written consent of United Drug. United Drug may assign these Conditions or any part of it to any person, firm or company without the consent of the Buyer.

11. FORCE MAJEURE

United Drug shall not be under any liability whatsoever for non-performance in whole or in part of its obligations under these Conditions due to causes beyond the control of United Drug including, but not limited to, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, extreme adverse weather conditions, outbreak of disease or epidemic, lock outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. In any such event, United Drug may, without liability, terminate or vary these Conditions including but

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not limited to extending the time for performing under these Condition for a period at least equal to the times lost by reason of such event.

12. SEVERABILITY

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 provision (as the case may be) all of which remaining provisions shall remain in full force and effect.

13. WAIVER

The waiver by United Drug or any breach of any item hereunder shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

14. COMPLIANCE

14.1 The Buyer and United Drug warrant that throughout the term of these Conditions they will (i) comply with their own respective group policies and guidelines implemented in relation to compliance (particularly anti-corruption, competition law compliance and code of conduct), (ii) maintain adequate procedures, to ensure compliance with the applicable laws, and (iii) will enforce them where appropriate. These compliance policies and guidelines may be regularly amended by the respective party. Furthermore, both the Buyer and United Drug shall:

- a. comply with all applicable laws in the relevant market with respect to anti-corruption, competition and sanctions;
- b. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of these Conditions.

14.2 The Buyer and United Drug represent and covenant further that in connection with these Conditions, they, their directors, their employees, their officers, and anyone acting on their behalf in connection with the performance of these Conditions

a. shall not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value or any asset or benefit to any public official, healthcare professional, customer, business partner or any other person (including the commercial sector) for purposes of

- i. influencing any act or decision of a.m. parties affecting private or official decision-making;
 - ii. inducing any of the a.m. parties to do or omit to do any act in violation of the lawful duty;
 - iii. securing any improper advantage; or
 - iv. inducing any of the a.m. parties to use his influence to affect or influence any act or decision of the government with respect to any activities undertaken relating to these Conditions or induce someone to breach professional duties and standards.
- b. may only provide lawful, adequate, documented and transparent remuneration, gifts, hospitality, sponsoring and donations.
- c. consider facilitation payments as bribe and must accordingly never be given or accepted.

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14.3 The Buyer and United Drug will not make or permit any off-the-books accounts, inadequately identified transactions, recording of non-existent expenditures, entry of liabilities with incorrect identification of their object, or the use of false documents in connection with performing under these Conditions. The Buyer and United Drug will keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of funds paid under these Conditions.

14.4 The Buyer hereby acknowledges and agrees that the business relationship is subject to applicable export control and economic sanctions laws and regulations imposed by, inter alia, the European Union, the United Kingdom, the United Nations and the United States ("Export Control and Trade Economic Sanctions Rules").

14.4.1. Where United Drug is required by any Export Control and Economic Sanctions Rules to impose new obligations on the Buyer, the Buyer shall accept such obligations and comply with them.

14.4.2 In the event of termination or refusal of performance for the aforementioned reasons, the assertion of a claim for damages or the assertion of other rights by the Buyer due to the termination or refusal of performance is excluded. Delays due to any approval procedures abrogate deadlines and delivery times.

14.4.3 The Buyer shall not engage in any actions that would violate any Export Control and Economic Sanctions Rules, and will refrain from any actions or omissions that may engage United Drug' or United Drug Affiliate liability in light of applicable Export Control and Economic Sanctions Rules, which may include laws that are applicable to United Drug or United Drug Affiliate only.

14.5. United Drug and the Buyer agree that all of the representations contained herein shall remain true and accurate throughout the duration of these Conditions. United Drug and the Buyer must inform each other promptly and in writing if it becomes aware of any potential breach of this condition 14 or the applicable law of the relevant market or any other change that would render any of the representations herein untrue or inaccurate in connection with the performance of these Conditions. Failure to notify the other party under this condition 14.5 shall constitute a material breach of these Conditions entitling the other party to immediately terminate these Conditions.

14.6. The Buyer or United Drug shall have the right to suspend or terminate these Conditions and any payments thereunder if it has a good faith belief that the other party or any of its personnel may have violated or acted contrary to any of the terms of this condition 14 or the applicable law. In this case, no party shall be liable for any compensation, indemnity or damages of any kind the other party may sustain in connection with these Conditions, whether because of the loss by the other party of present or anticipated profits or sales of the other party, or because of expenditures, investments, or commitments made by the other party in connection with these Conditions.

14.7. The Buyer and United Drug will inform and train its employees appropriately in order to enable them to meet the requirements of the compliance obligations as stated under this condition 14.

14.8. The Buyer and its employees can report securely and confidentially (suspected) misconduct through PHOENIX' case reporting system.

<https://phoenixgroup.integrityplatform.org/>

The Buyer agrees to make relevant personnel in its organization aware of the availability of this reporting system.

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14.9. United Drug shall have the right to audit or to appoint an independent auditor to audit all relevant books and record of the Buyer to ensure compliance with this condition 14 for the period of two (2) years following termination of these Conditions.

15. INDEMNITY

15.1 The Buyer shall be liable for and shall indemnify United Drug and United Drug Affiliate against all loss, damage and expense suffered or incurred by United Drug and United Drug Affiliate as a result of any breach of these Conditions by the Buyer. In the event of breach of these Conditions by the Buyer, United Drug and United Drug Affiliate reserves the right to terminate these Conditions and to hold the Buyer responsible for any loss caused by the termination (or otherwise) to United Drug and United Drug Affiliate.

15.2 The Buyer agrees to indemnify United Drug and United Drug Affiliate against claims brought against United Drug and United Drug Affiliate by any customer of the Buyer. 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.

16. GOVERNING LAW

These Conditions, 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 laws of the Republic of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

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