

## ***Terms and Conditions of Sale***

1. Each Contract (meaning the sale of Goods from Flamingo Pharma (UK) Ltd., hereafter called "Flamingo", to the Buyer; any company or body to whom Flamingo supplies any Goods), shall be subject to these Terms and Conditions of Sale to the exclusion of any conditions of the Buyer, unless otherwise agreed in writing by Flamingo. Acceptance of an order by Flamingo shall be deemed acceptance of these Terms and Conditions by Buyer.
2. The Buyer hereby warrants that it holds all the relevant wholesale dealing licenses as required by EU legislation covering the delivery address and shall supply such documentation promptly to Flamingo on request.
3. All goods are subject to availability. Flamingo reserves the right to limit quantities and to refuse any order.
4. Flamingo reserves the right to amend prices of goods at any time. Notice will be given to the Buyer prior to goods being despatched from Flamingo's premises.
5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by Flamingo shall be subject to correction by Flamingo without any liability on the part of Flamingo.
6. Payment and Payment Terms
  - i. New accounts will require review by our Finance Team prior to a credit account being established. This may include submission of bank and trade references.
  - ii. Prepayment is the acceptable terms for payment on new accounts, or where accounts are not deemed credit worthy or where registered accounts have been dormant for more than 6 months. Where accounts have been approved for credit, payments are due 30 days from invoice date, unless otherwise agreed by Flamingo, without any deduction, set-off or counterclaim.
  - iii. Any extension of credit allowed to the customer may be changed or withdrawn at any time and shall not give rise to any right to any subsequent extension on credit.
  - iv. If the customer defaults in the payment of any invoice, Flamingo reserves the right to charge the Buyer interest on any overdue amount of 4% per annum over the base rate at HSBC Bank PLC, or at the rate specified under or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the higher) accruing on a daily basis until payment is received in full after as well as before any judgement. Further Goods shall not be supplied until such time when all overdue payments are cleared.
  - v. Prices are subject to VAT where applicable.
  - vi. In cases where the Buyer makes a voluntary arrangement with its creditors or becomes subject to an Administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
  - vii. All BACS/cheques are payable to Flamingo Pharma (UK) Ltd.
7. Ownership - All goods remain the property of Flamingo until payment in full has been received. Until such payment is received, the quality and integrity of those goods shall be maintained by the Buyer. Flamingo reserves the right to uplift goods in the event of non-payment.
8. Non Delivery - All effort will be made to supply orders promptly. A signature will be required at the time of delivery. Non delivery of goods must be notified within 3 working days of advise of dispatch or invoice date. The company will not accept responsibility for suspension or delay in deliveries nor for the consequences thereof once the goods have left our premises..
9. Returned Goods - All claims and notification of any shortage must be immediately reported to the company by telephone, and confirmed by email at sales@flamingopharma.co.uk within 72 hours of delivery. Flamingo Goods Return Form must be completed by the Buyer's Responsible Person or nominated deputy to ensure that the Goods have been stored and handled in accordance with EU (GDP) Directive 92/25/EEC Article 10 and Rules and Guidance for Pharmaceutical Distributors 2007 relating to medicinal products for human use. Additional temperature records may be requested to support this prior to a return being authorised. Goods must be returned in the original packaging via Flamingo's approved carrier. Upon receipt, Flamingo will inspect the goods. Goods are not supplied on a sale or return basis.

Goods will only be accepted for return for the following reasons.

- Goods or packaging are damaged or faulty.
- To correct a picking and packing error.
- In response to a product or batch recall.

Refrigerated goods will only be accepted if the request is made within 24 hours of delivery. Any fridge lines that are returned will also require an acceptable Flamingo Goods Return form to be completed and acceptable temperature records will also be requested by Flamingo before a return is authorised.