

Requeira
08 JUL 2024



Laxmico Limited
Account Opening Application Form

Laxmico Limited (t/a B&SDistribution)
23 Wadsworth Road, Perivale, Middlesex UB6 7JD
Tel: 0800 019 3839
Fax: 0800 028 6057

Email: credit.control@bnsdistribution.uk

Submitted by:		Submitted date:	
Linked accounts:		Web ordering: Yes / No	
Company details:		Trading address:	
Registered company number:		Trading name:	
Registered company name:		Address line 1:	
VAT number:		Address line 2:	
Pharmacist/RP/Doctor's Name:		Postcode:	
Business name on NHS license:		Telephone no.:	
Buying group:		Email address:	
NHS contractor/dispenser code:		GPhC premises no/GMC No.:	
CD license no.:		WDA no.:	
PMR System:			
Payment contact:		Payment contacts name:	
Payment By: Direct Debit / BACS			
Tel no.:		Mobile:	Email:
Director / Partner / Sole Trader details:		Director2 / Partner2 details:	
Name:		Name:	
% of equity owned:		% of equity owned:	
Home address line 1:		Home address line 1:	
Town:		Town:	
Postcode:		Postcode:	
Entity type (tick one):		Business type (tick all that apply):	
Sole trader <input type="checkbox"/>		Pharmacy <input type="checkbox"/>	
Partnership <input type="checkbox"/>		Dispensing Doctor <input type="checkbox"/>	
Private Limited Company <input type="checkbox"/>		100 Hours Pharmacy <input type="checkbox"/>	
Public Limited Company <input type="checkbox"/>		Wholesaler <input type="checkbox"/>	
Limited Liability Partnership <input type="checkbox"/>		Online Pharmacy <input type="checkbox"/>	
Other (Please specify) <input type="checkbox"/>		If Wholesaler: WDA licence <input type="checkbox"/> CD licence <input type="checkbox"/>	
Other information:			
Do you factor NHS Income? Yes / No			
Estimated monthly purchases £			
<i>Note: invoices & statements are sent by email only</i>			
<i>Documents to be included:</i>			
NHS change of ownership letter <input type="checkbox"/>			

Declaration:

I am authorised to apply to open an account with Laxmico Limited and I confirm that the information contained in this account application is accurate and correct. I confirm that I have read and accept the terms & conditions of sale. I understand that all orders will be placed on those terms (or any terms later adopted by Laxmico Limited and notified in writing). I agree that all contracts made with Laxmico Limited will be governed by your terms and conditions in force from time to time.

We will use your data to:

- comply with laws and regulations for the supply of pharmaceutical products
- form a trading relationship with you which will entail, amongst other things forming a credit opinion
- keep accounting records of the transactions with you

Signature (wet signature only):	Full name:	Date:
Signature of B&S representative (wet signature only):	Full name:	Date:



Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Laxmico Ltd
T/A B&S Distribution
23 Wadsworth Road
Perivale
Greenford
Middlesex
UB6 7JD

Service user number

2 7 7 3 2 2

Name(s) of account holder(s)

Two empty lines for name(s) of account holder(s).

Bank/building society account number

Empty grid for bank/building society account number.

Branch sort code

Empty grid for branch sort code.

Name and full postal address of your bank or building society

To: The Manager Bank/building society
Address
Postcode

FOR Laxmico Ltd T/A B&S Distribution OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society

Instruction to your bank or building society

Please pay Laxmico Ltd T/A B&S Distribution Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Laxmico Ltd T/A B&S Distribution and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Reference

Empty grid for reference.

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Laxmico Ltd T/A B&S Distribution will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Laxmico Ltd T/A B&S Distribution to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Laxmico Ltd T/A B&S Distribution or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Laxmico Ltd T/A B&S Distribution asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



COPY

Sequeira
26 SEP 2024



DISTRIBUTION
PHARMACEUTICAL SUPPLIER

DIRECTOR'S GUARANTEE

To: Laxmico Limited, 4 Bradfield Road, Ruislip, Middlesex, HA4 0NU

Date:

Dear Sirs,

In consideration of you agreeing to supply goods to or continuing to supply goods to and provide credit terms to:

Company name:

Registered number:

Registered address:

("the Company") I, as a director of the Company, guarantee to you all of the monies due to you presently and in the future from the Company ("the Liabilities").

If the Liabilities are not recoverable from the Company by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other reason, I shall remain liable under this guarantee for the Liabilities as if I was the principal debtor.

I, as principal obligator, and as a separate and independent obligation and liability from my obligations and liabilities under this guarantee, undertake to indemnify and keep you indemnified in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by you arising out of, or in connection with, any failure of the Company to perform or discharge any of its obligations or liabilities in respect of the Liabilities.

If the Company defaults in payment of any of the Liabilities when due, I agree that I shall pay to you on demand, without set off or other deduction, an amount equal to the amount so unpaid. I agree that you may make demand on me without prior demand on the Company.

I shall not be discharged by time or any other concessions given to the Company or any third party by you or by anything that may do or omit to do or by any other dealing or thing which, but for this provision, would or might discharge us.

This guarantee is in addition to any other guarantee or security held by you at any time for the Liabilities.

This guarantee shall be a continuing guarantee, and shall not be discharged by any intermediate settlement of the Liabilities and shall remain in effect until the Liabilities are discharged in full.

I agree that you shall not be obliged before taking steps to enforce any of its rights and remedies under this guarantee: to make demand, enforce or seek to enforce any claim, right or remedy against the Company or any other person.

I may terminate this guarantee at any time by notice to you in writing and which must be sent by recorded delivery to your registered office address with effect from the date ("the Termination Date") specified in that notice to be not less than 28 days after the notice is actually received by you.

Notwithstanding any notice of termination given above my liability under this guarantee shall continue in full force and effect in relation to all the Liabilities which:

- (i) have become due on or before the Termination Date; and
- (ii) may become due, owing or incurred by Company to you pursuant to any transaction, dealing commitment or other engagement entered into or effected either:
 - (a) Prior to the Termination Date; or
 - (b) On or after the Termination Date pursuant to any commitment, expressed or implied, assumed or undertaken between us prior to the Termination Date.

This guarantee 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 England and Wales.

I irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims).

This guarantee is executed and delivered as a deed on the date stated at the beginning of it by:

Signature of Guarantor*:	Signed in the presence of:
.....	Signature of Witness*:
Guarantor full name:	Witness full name:
	Witness address:

**Wet signature only, the signed form may be scanned and sent as a PDF document*

Location.

- 4.4 Any claims by the Buyer in respect of alleged shortage or damage or loss in transit must be notified to the Seller within 48 hours of delivery. Any evident damage to external packaging must be the subject of an endorsement on the Seller's delivery note at the time of delivery. No claim can be made by the Buyer under this clause if an acceptance note relating to the Goods has been signed by the Buyer or his agent or employee without reference to the alleged damage, shortage or loss in transit.
- 4.5 Any dates quoted for delivery of the Goods are approximate only however, if Orders are made before 1900 hours (or 1700 hours in the case of sales by Laxmico Limited) the Seller shall endeavour to ensure that delivery is made the next day (save in circumstances where such a day is not a Business Day (other than a Saturday) when delivery will take place on the next Business Day. The time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.7 If delivery cannot be made due to the fault of the Buyer, the Goods shall be returned to the Seller who shall be entitled to re-sell them. In circumstances where the Goods have been made to a specification the Seller and the Buyer shall agree another date for the delivery of the Goods however nothing in this clause shall remove any obligation on the Buyer to make payment in accordance with clause 9.
- 4.8 The Seller may deliver the Goods by instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 4.9 The Seller shall be under no obligation to make any delivery of Goods (including delivery of incomplete Orders) to the Buyer if the Buyer is in breach of any of these Conditions.

5. SHORT DATED STOCK AND QUALITY OF GOODS

- 5.1 The Seller occasionally sells Goods that are close to their expiry date. It is the sole responsibility of the Buyer to ensure that all precautions are taken when selling such Goods to third parties. The Buyer hereby acknowledges its duty of care to third parties in these circumstances.
- 5.2 The Seller warrants that on delivery, the Goods shall: (a) be as described in any catalogue provided by the Seller from time to time or in any specification as appropriate and (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.3 Subject to clause 5.4 if: (a) the Buyer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.2; (b) the Seller is given a reasonable opportunity of examining such Goods; and (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business, then the Seller shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 5.4 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 5.2 if: (a) the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.3; (b) the defect arises because the Buyer failed to follow the manufacturer's oral or written instructions as to the storage, use or maintenance of the Goods; (c) the defect arises as a result of the Seller following any specification supplied by the Buyer; (d) the defect arises as a result of fair wear and tear, wilful damage, or negligence; or (e) the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.5 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.2.
- 5.6 The terms of these Conditions shall apply to any replacement Goods supplied by the Seller under clause 5.3.

6. RETURNS AND RECALLS

- 6.1 Specifically ordered or non-stock items or those manufactured to the Buyer's specification are not returnable.
- 6.2 Costs of collection and re-delivery of replacement items will be met by the Buyer unless attributable to the negligence of the Seller.
- 6.3 Only Goods returned in saleable condition and in their original packaging can be accepted for credit. Returns must be requested within 48 hours of the date of their delivery to ensure that the Seller adheres to MHRA policy.
- 6.4 The Seller reserves the right to levy a re-stocking and handling charge.
- 6.5 All returns must be sanctioned by the Seller prior to Goods being brought back.
- 6.6 All returns must be **REQUESTED WITHIN 48 hours**, 2 days after delivery, as per B & S Distribution Policy.
- 6.7 All returns must be **RECEIVED** back to B&S Group within 5 working days of delivery, including transportation, as per Good Distribution Practice (GDP) requirements.
- 6.8 Any return requests made due to customer ordering error reserve the right to be declined, and may be subject to collection handling charges.
- 6.9 Any return request due to cost variation within the market made after order delivery will be declined. Please ensure you are satisfied with any price at time of order.
- 6.10 Any return requests made for short dated lines (identified with SD on their description) or sold as short dated reserve the right to be declined.
- 6.11 All returns requests must be made by contacting B&S distribution Customer Services on customerservices@bnsdistributions.com or by calling 0800 019 3839 - Option 5 or by visiting our website: <https://www.bnsgroup.co.uk/customerservice.do>
- 6.12 Should the Seller recall the Goods for any reason, the Buyer shall return the goods to the Seller immediately. If the Goods cannot be replaced with a suitable substitute credit will be made to the Buyer's account for the price paid for the Goods.

7. TITLE AND RISK

- 7.1 The risk in the Goods shall pass to the Buyer on completion of delivery where the Goods are delivered by the Seller. Where the Goods are collected by the Buyer, the risk in the Goods shall pass to the Buyer when the employees or agents of the Seller have completed lading to the satisfaction of the vehicle's driver.

- 7.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: (a) the Goods; and (b) any other goods that the Seller has supplied to the Buyer irrespective of whether payment has become due.
- 7.3 Until title to the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery; (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 12.1; and (f) give the Seller such information relating to the Goods as the Seller may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.
- 7.4 In the event that the Buyer shall in the course of its business dispose of the Goods to a bona fide purchaser without notice of the Seller's rights then the Buyer shall have a duty to account to the Seller for the proceeds of that sale.
- 7.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 12.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8. BUYER'S OBLIGATIONS

- 8.1 The Buyer shall: (a) ensure that the terms of the Order and any specification are complete and accurate; (b) in the event that the Goods do not accord with the Order, the Buyer must notify the Seller within 48 hours from the date of delivery, failing which the Buyer will be deemed to have accepted the Goods; and (c) ensure that it conforms at all times with any direction required by its regulatory authority.
- 8.2 In consideration of your agreement to supply goods on credit to the Company described above applying for credit herein ('the Company') I/we the undersigned being director(s)/member(s) of the Company/LLP hereby unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Company to Laxmico Limited, its subsidiaries and successors, including all monies due and owing by reason of any increases in the credit limit granted by Laxmico Limited from time to time following review of the Company's credit account and note the additional terms below.

9. CHARGES AND PAYMENT

- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Seller's published price list exclusive of VAT, as at the date of delivery. The price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 9.2 The Seller reserves the right to increase the price of the Goods by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to: (a) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Buyer to change the delivery date(s), the number of deliveries, quantities or types of Goods ordered, or any specification; or (c) any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.
- 9.3 The Seller shall invoice the Buyer on or at any time after completion of delivery of the Goods, or where credit facilities are unavailable before delivery takes place.
- 9.4 The Buyer shall pay each invoice submitted by the Seller in cleared funds and without deduction or set off, in accordance with the terms stated on the Seller's invoices from time to time. Payments may only be made by Direct Debit collection or electronic bank transfer direct to the Seller's bank account. Cheque payments are not accepted. The Buyer's attention is drawn to the fact that the Contract Price will remain due up to and until such a time as the Seller receives cleared funds from the Buyer.
- 9.5 Time for payment of the Seller's invoice shall be of the essence of the Contract.
- 9.6 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT") which shall be payable in addition upon receipt of a valid VAT invoice.
- 9.7 Without limiting any other right or remedy of the Seller, if the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment ("Due Date"), the Seller shall have the right to levy interest and charges on the overdue amount either: (a) at a rate of 2% per month, or (b) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or such amendment or replacement authority in place from time to time; the Seller reserves the right to withdraw any loyalty discount that may be due to the Buyer should it fail to make any payment to the Seller on the date that it falls due.
- 9.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
- 9.9 Non-payment by the Buyer by the Due Date shall entitle the Seller to demand payment of all outstanding balances under the Contract or any other contract or agreement between the parties whether due or not and to cancel forthwith any outstanding orders without prejudice to all other rights the Seller may have.

10. CONFIDENTIAL INFORMATION

Neither party shall during and after termination of the Contract, without the prior written consent of the other party use or disclose to any other party any information of the other party which is identified as confidential or which is confidential by its nature. This clause 10 shall survive termination of the Contract.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (e) defective products under the Consumer Protection Act 1987.
- 11.2 Subject to clause 11.1: (a) the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort

(including negligence), 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 (b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Contract Price.

- 11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract.

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the Buyer defaults in any of its payment obligations; (b) the Buyer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach; (c) any distress or execution is levied upon any assets of the Buyer; (d) a winding up petition is filed in relation to the Buyer, or where the Buyer is an individual, they become subject to a bankruptcy petition or order; (e) the Buyer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Buyer; (f) the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller the capability of the Buyer adequately to fulfil its obligations in accordance with the Contract has been placed in jeopardy; or (g) the Buyer suspends, or threatens to suspend, payment of its debts and/or threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.
- 12.2 Without limiting its other rights or remedies, the Seller may terminate the Contract: (a) by giving the Buyer 7 days' written notice; or (b) with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 12.3 Without limiting its other rights or remedies, the Seller shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if: (a) the Buyer fails to pay any amount due under the Contract on the due date for payment; or (b) the Buyer becomes subject to any of the events listed in clause 12.1, or the Seller reasonably believes that the Buyer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

- 13.1 On termination of the Contract for any reason: (a) the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest; (b) the accrued rights and remedies of the Seller as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. GENERAL

14.1 Force majeure:

(a) For the purposes of the Contract, "Force Majeure Event" means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or by any failure of the Seller's subcontractors to supply the Seller.

(b) The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 14 days, the Seller shall, without limiting its other rights or remedies, have the right to terminate the Contract (without liability) immediately by giving written notice to the Buyer.

14.2 Assignment and subcontracting:

(a) The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.3 Waiver and cumulative remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Seller in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.4 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 14.5 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

- 14.6 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 14.7 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Seller.

- 14.8 **Costs of enforcement:** The Buyer must pay to the Seller all and any reasonable expenses and legal costs incurred by the Seller in taking any steps, including Court action, to enforce the Buyer's obligations under the Contract for the payment of

any monies owed by the Buyer to the Seller.

- 14.9 **Governing law and jurisdiction:** The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15. ANTI-CORRUPTION

It is a corporate policy of both parties to comply with all laws and regulatory requirements affecting its business including anti-corruption and anti-bribery laws within the United Kingdom. Both parties shall:

- 15.1 Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") that are applicable within the United Kingdom.
- 15.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 15.3 Have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 15.4 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 the Contract.
- 15.5 Breach of this clause shall be deemed a material breach of the Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate Contract.

16. NOTICES

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given:

- 16.1 When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 16.2 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 16.3 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 16.4 service by e-mail shall not be effective.

--- End ---

Effective Date: 01Apr2025

Review Date: 01Apr2027

Dear valued customer

We have updated our Customer Returns & Missing Lines Reporting Policies and we would like to share it with you, as well as some important reminders.

The instructions below will allow us to process **Ambient** returns accurately and in a timely manner.

- All returns/missing lines must be **reported within 48 business hours, 2 working days** after delivery, as per B&S Distribution Policy. All returns must be **received** back to B&S Group within 5 working days of delivery, including transportation, as per Good Distribution Practice (GDP) requirements.
- Any return requests made due to customer ordering errors reserve the right to be declined, and may be subject to a restocking fee. Please be aware you may need to provide specific details of the error made while ordering.
- *It is imperative that customers check orders for errors so these can be identified and corrected before the warehouse distribution process begins for the order.*
- Any return request due to cost variation within the market made after order delivery will be declined. Please ensure you are satisfied with any price agreed upon at time of completion of order.
- Any return requests made for short dated lines (identified with SD on their description) or sold as short dated on that basis reserve the right to be declined.
- All returns and missing line requests must be made by contacting B&S Distribution Customer Services on customerservices@bnsdistribution.uk or by calling 0800 019 3839 - Option 5 or by visiting our website and reporting a Return: <https://www.bnsgroup.co.uk/customerservice.do> If Customer Services do not contact you within 24 hours of reporting your returns request it is advisable to contact your respective Telesales Representative.
- Customer Services will email across the RMA (Returns Material Authorisation) number and a barcode to you on the email address which you have supplied.
- Please print and cut the correct barcode and attach to every box in which you have packed the goods to be returned.
- 3 barcodes are supplied per RMA, however if you have more than 3 boxes to return on a particular RMA, please reprint the bar code document and attach the barcodes to the other boxes. Please ensure each box has a barcode.
- Insert the rest of the document which has been emailed to you inside one of the boxes as this will have details of what you are returning back to us.
- **Do not** mix returns relating to multiple RMAs in the same box, as the barcodes will differ. If you have mixed stock from multiple RMAs in one box, we will not be able to credit the products not relating to the barcode attached. **You will be doing this at your own risk.**
- The B&S delivery driver collecting the goods will scan the barcode and enter the number of boxes that they are collecting.



- **Only cardboard packaging is acceptable for returns (with the exception of CD's).** Bottles should be adequately protected i.e., bubble wrapped before boxing. Drivers will refuse collection with unsuitable packaging and **without barcodes.**



Please note – any returns without both the barcode attached to the outer box and/or incorrectly packaged, will not be processed for credit and the goods destroyed – i.e., **you will not be credited.**

Product that has labels attached directly onto the medicinal item and/or secondary packaging, or is marked/opened in any manner will be destroyed upon checking and will not be credited – **please note this also includes patient information leaflets.**

REMINDER

Refrigerated return products will only be accepted from licensed wholesale customers, **not** Retail Pharmacies. All refrigerated returns must be **requested on the same day** as delivery is received and a **signed declaration document** must be enclosed so B&S Group which can verify the status of goods. If requested, customer must provide **timed temperature readings** to demonstrate correct fridge cold storage throughout the period it was under their care.

Thank you for your help in ensuring the above returns processes are adhered to as per MHRA guidelines.

Kind regards

Declan Glavin
Chief Operating Officer (COO)

Revision History:

Version	Previous version	Reason for revision	Issued
01	N/A	New Policy introduced	Jul 2021
02	01	Periodic review	Oct 2023
03	02	Clarification of policy details on returns due to customer ordering errors	Apr 2025