1. DEFINITIONS

"B. Braun" - the Company who supplies Goods to the Customer.
"Conditions" - these terms and conditions.
"Contract" - the Contract between B. Braun and the Customer for supply of Goods including the Quotation and the Conditions.
"Customer" - the person, firm or company to whom B. Braun agrees to supply the Goods.
"Goods" - products agreed to be provided to the Customer by B. Braun.
"Quotation" - the quotation by B. Braun stating the price at which, and time period during which, it will supply the Goods to the Customer.

2. GENERAL

2.1 Headings are purely for ease of reference and do not form part of or affect the interpretation of the Conditions.

2.2 In the event of a conflict the contractual documents shall be applied in the following order:

a) the Quotation
b) the Conditions

2.3 No other terms and conditions or warranties are to be incorporated into the Contract unless agreed expressly in writing by B. Braun. In particular, the Customer's terms and conditions are expressly excluded whether provided in full, referred to in other documents and whether before or after the Contract is formed.

2.4 The Contract will be formed upon confirmation of acceptance of the Customer's purchase order by B. Braun.

2.5 B. Braun may update or amend these Conditions from time to time to comply with law or to meet changing business requirements without notice to the Customer.

3. PRICES

3.1 All prices stated in the quotation are exclusive of VAT.

3.2 All prices quoted are subject to change up to the date of delivery, subject to prior written notice by B. Braun.

3.3 All orders, placed by the Customer of the value of £1,000 or under, will be subject to a standard delivery carriage charge of £10 plus VAT, to be paid by the Customer to B. Braun.

3.4 For all orders over the value of £1,000, standard delivery will be free of charge.

The following charges, to be paid by the Customer to B. Braun, will apply for special delivery requirements:Next day before 10.30am - £25.00 – postcode and supply route restrictions apply
Next day before 12 noon - £12.50 – postcode and supply route restrictions apply
Saturday before 12 noon - £22.00 – postcode and supply route restrictions apply
Same day – postcode and supply route restrictions apply – cost dependant on size of order

4. DELIVERY

4.1 Time is not of the essence in relation to delivery. The Customer shall have no right to damages or to cancel the order for any failure to meet any delivery times stated.

4.2 Customers outside of the UK shall be solely responsible for obtaining all import authorisations.

5. RISK AND TITLE

5.1 Risk and title shall pass to the Customer upon completion of delivery of the Goods.

5.2 Upon risk and title passing to the Customer, payment is due to B. Braun within the specified time required, as detailed in the invoice. Any unpaid invoices will be pursued as a debt.

6. TERMS OF PAYMENT

6.1 Payment is due to B. Braun within 30 days of the invoice date.

6.2 Each consignment or partial delivery shall be invoiced and paid for separately.

6.3 No disputes arising under the Contract nor delays in delivery beyond the control of B. Braun shall interfere with the prompt payment in full by the Customer.

6.4 In the event of default in payment by the Customer, B. Braun shall be entitled, without prejudice to any other rights or remedies, to suspend all further deliveries without notice and to charge interest on any amount outstanding at the rate of 4% per annum above the basic rate of HSBC plc during the delay.

6.5 The Customer has no right of set off.

7. GUARANTEE

7.1 B. Braun will use reasonable endeavours to ensure that the Goods:

- **a)** correspond with their description and any applicable specification;
- **b)** be of satisfactory quality and fit for purpose held out by B. Braun or made known to the Customer by B. Braun.
- **c)** where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- **d)** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of Goods.

7.2 Unless otherwise specifically agreed in writing, B. Braun does not warrant the fitness or suitability of any Goods supplied for any particular purpose or application and the implied warranties and conditions contained in sections 13, 14 and 15 of the Sale of Goods Act 1979 and any other condition or warranty implied by trade, custom or usage are expressly excluded.

7.3 In the case of Goods not manufactured by B. Braun:

- **a)** B. Braun gives no assurance or guarantee whatsoever that the sale or use of the Goods will not infringe the patent design right registered, design copyright or other industrial property rights of any other personal firm or Company and
- **b)** the guarantee given to the Customer shall be limited to the guarantee (if any) which B. Braun receives from the manufacturer or supplier of the Goods to B. Braun.

8. MISSING AND DEFECTIVE GOODS

8.1 The Customer must inspect the Goods immediately on arrival at their premises.

8.2 In the case of missing goods or defects apparent on inspection:

- **a)** a written complaint must be made to B. Braun by the Customer within seven days of receipt of the Goods specifying the shortage and/or defect and
- **b)** B. Braun shall be given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

8.3 In the case of defects not apparent on inspection:

- **a)** the Customer shall send a written complaint to B. Braun as soon as reasonably practicable after the defect is noticed and ensure no use is made of or alternations made to the Goods thereafter;
- **b)** the Customer shall allow B. Braun 30 days to inspect the Goods and shall take such steps as are necessary to enable B. Braun to do so including returning the Goods to B. Braun at its head office in the United Kingdom if requested.

8.4 In any potential case of a product being defective pursuant to Part 1 of the Consumer Protection Act 1987, the Customer must send the complaint within 12 months of the date of delivery by B. Braun or in the case of the items not manufactured by B. Braun, within the guarantee period specified by the manufacturer of such item.

8.5 Any complaints made outside of the periods specified in clause 8 will not be considered.

8.6 All allegations of total non-delivery of any consignment of the Goods must be made by notice in writing by the Customer to B. Braun within 10 days of the specified delivery date. Failure by the Customer to give such notice shall render the Customer liable for any temporary or permanent loss of the Goods and all additional costs and expenses incurred by B. Braun in relation to such loss.

9. LIABILITY

9.1 Save where Goods manufactured by B. Braun are held to be defective as defined in Part 1 of the Consumer Protection Act 1987, B. Braun's sole obligation in the event of any missing or defective Goods, shall be to repair or replace the Goods.

9.2 B. Braun shall not be liable in respect of consequential loss, loss of profits, damage to property, loss of goodwill, loss of business opportunity, wasted expenditure, cost of mitigation arising out of or occasioned by any fault or defect in the Goods supplied or any other losses howsoever caused.

9.3 The maximum total liability under or arising out of in connection with this Agreement will not exceed the total of the Contract value.

9.4 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from negligence or their fraudulent acts, omissions or statements or for infringement of a third party's intellectual property rights.

9.5 For purpose of the Health and Safety at work etc Act 1974, B. Braun relies upon the testing examination and research carried out by the suppliers to it of proprietary equipment and component parts of the Goods.

9.6 This clause 9 shall survive termination of the contract.

10. RETURN OF GOODS

10.1 In cases where Goods are not defective and the Customer requests to return the Goods, B. Braun shall be under no contractual obligation to accept the return except in the event of any error on its part as to the amount or type of Goods delivered.

10.2 The return of pharmaceutical and veterinary pharmaceutical products from unlicensed and licensed premises (excluding cold chain pharmaceutical products) will only be considered if:

a) the Customer Care Team is notified immediately or in any event within 48 hours of receipt of the Goods by the Customer;

b) the Goods must be returned to and received by B Braun's Central Warehouse within 5 days of delivery of the Goods to the Customer;

c) Goods returned to and received by B Braun's Central Warehouse after 5 days of delivery of the Goods to the Customer will be considered from licensed premises only at B. Braun's sole discretion

d) temperature data is provided by the Customer confirming that the Goods have been stored at the licensed or labelled temperatures whilst at the Customer's premises; and

e) the Customer must provide B Braun with the relevant information and temperature data as well as the completed Record Form for Pharmaceutical Product Returns and prior to the actual return of the Goods

For the avoidance of doubt, return of pharmaceutical products will only be considered in compliance with this clause 10.2.

10.3 B. Braun is not able to accept the return of pharmaceuticals supplied to a Customer under the Cascade Exemption, in **any** circumstances.

10.4 The return of cold chain pharmaceutical products will only be considered if the return is from a Licensed Wholesale Dealer. Consideration to requests for return may be given if:

a) the Customer Care Team is notified within 24 hours of delivery;
b) the Goods must be returned to and received by B Braun within 3 days of delivery to the Customer; and
c) temperature data is provided by the Customer confirming that the products have been stored at the licensed or labelled temperatures whilst at the Customer's premises.

For the avoidance of doubt, return of cold chain pharmaceutical products will only be considered in compliance with this clause 10.4.

10.5 In cases of return of medical devices, the Customer Care Team must be notified within 10 working days of the date of actual delivery.

10.6 The return of Goods to correct an error in delivery or ordering will only be considered if the Customer Care Team is notified immediately or in any event within 48 hours of delivery to the Customer.

Goods must be returned to B Braun's Central Warehouse within 5 days of delivery to the Customer to correct an error in delivery or ordering.

10.7 For the avoidance of doubt, unless defective, the returns of Goods as detailed in sections 10.2, 10.4, 10.5 and 10.6 must be unused, undamaged and in the original undamaged packaging. The Goods must be the same batch as originally supplied by B. Braun and are not falsified/counterfeit. All Goods are individually assessed by B. Braun before being authorised for return.

10.8 The return of Goods under sections 10.2 and 10.4 will **only** be accepted in the event that they are uplifted and transported by B. Braun and in no other circumstances.

10.9 Return of other Goods for any reason shall require prior consent from B. Braun which shall be sent solely at the discretion of B. Braun. To obtain consent, the Customer Care Team must be notified. Consideration to requests for return may be given if**:**

a) of a bona fide nature;
b) made within 10 working days of actual delivery; and

c) unless defective, the Goods must be unused, undamaged and in the original undamaged packaging. The Goods must be the same batch as originally supplied by B. Braun and not falsified/counterfeit.

10.10 On the Customer contacting B. Braun to request a return, the Customer will be issued with a returns authorisation number by B. Braun.

10.11 Goods returned will be subject to the following charges:

a) for palletised items there will be a standard charge of £75.00 per pallet for any returns uplifted by B. Braun;

b) for the return of a small parcel there will be a £15.00 charge per parcel; and

c) if a request for a return is after 10 working days, B. Braun reserves the right to apply a discretionary re-stocking charge.

In the event of a return resulting from an error on the part of B. Braun in relation to the amount or type of Goods delivered, no charges under this clause 10.11 will apply.

11. CANCELLATION POLICY

11.1 In the event of cancellation before delivery and if returned after delivery where products are not defective, there will be a re-stocking charge of not less than 30% of the invoice value charged at the discretion of B. Braun.

11.2 Cancellation of an order will only be agreed by B. Braun, at its sole discretion, on condition that all costs and expenses incurred by B. Braun up to the time of cancellation and all loss of profits and other loss or damage resulting to B. Braun by reason of such cancellation will be reimbursed by the Customer to B. Braun forthwith.

12. SPECIFICATIONS

B. Braun reserves the right to alter or change the specification and dimensions of the Goods supplied within reasonable limits having regard to the nature of the Goods. Dimensions specified by B. Braun are to be treated as an approximate only unless the Customer specifically states in writing that exact measurements are required.

13. MARKING AND INSTRUCTIONS

13.1 No name, mark, numbering, colouring, appearance or log on the Goods or packaging will be obscured, removed or concealed by the Customer.

13.2 The Customer will not repackage or alter the presentation of the Goods and it will not assist, cause or enable any other party to do any of the said acts or deal in Goods or packaging which have been subject to any of the said acts.

13.3 The Customer hereby acknowledges that it is under a duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied by B. Braun with the Goods.

14. CONFIDENTIAL INFORMATION

14.1 Each party shall treat the Contract as private and confidential and neither party shall publish or disclose any particulars without the prior written consent of the other with the exceptions of 14.2 below.

14.2 The obligations expressed in 14.1 above shall not apply to any information which :-

a) Is or subsequently comes into the public domain other than by breach of this clause;

b) The disclosure of which is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction;

c) Comes into the possession of one of the parties prior to its disclosure by the other, or which is acquired lawfully and in good faith from an independent third party.

14.3 On the conclusion or termination of the Contract both parties shall destroy all copies of confidential information obtained from the other and the obligations relating to the confidentiality shall continue for a period of 10 years.

14.4 The Customer shall not, without the prior written consent of B. Braun, advertise or make known to any third party that B. Braun provides Goods to the Customer.

15. INSOLVENCY

15.1 Without limiting its other rights or remedies, B. Braun shall be entitled to cancel the contract, in whole or in part, by notice in writing if:

a) the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction);

b) An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

c) The Customer ceases, or threatens to cease, to carry on business;

d) B. Braun reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

16. SUB-CONTRACTORS

B. Braun shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under the contract.

17. FORCE MAJEURE

17.1 B. Braun shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances or causes beyond its reasonable control.

17.2 B. Braun shall use reasonable endeavours to mitigate the effect of a Force Majeure event on the performance of its obligations.

18. WAIVER

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

19. SEVERENCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable whilst retaining the risk and reward between the parties. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall become effective unless it is agreed in writing and signed by B. Braun.

21. GENERAL

The rights and remedies of B. Braun set out in these Conditions shall be in addition, and without prejudice to any other rights and remedies which may be available to B. Braun at common law or under statue.

22. GOVERNING LAW AND JURISDICTION

22.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including not-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter of formation (including non-contractual disputes or claims).

22.3 The schedules to the Uniform Law of International Sales Act 1967 shall not in any circumstances apply to the contract.

23. ENTIRE AGREEMENT

23.1 This Contract constitutes the whole agreement and understanding of the parties in relation to its subject matter and supersedes any previous arrangement, understanding, representations, (including any information or data set out in any sales and marketing literature), or agreement between them relating to the subject matter of this Agreement.

23.2 Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Agreement and has no rights and remedies in respect thereof.

24. THRD PARTY RIGHTS

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any legal entity who is not party to this Agreement.

25. NOTICES

25.1 Any notice to be given under this Agreement may be : delivered personally; sent by e-mail; or sent by pre-paid first-class post or recorded delivery.

25.2 A notice or any other communication given in connection with this Agreement is deemed to have been received at the time of: actual delivery if hand delivered, transmission if sent by e-mail, or on the second business day after posting if sent by pre-paid first class post or recorded delivery.