

1. DEFINITIONS

- 1.1 In these conditions the following expressions shall have the following meanings:
- (a) "Buyer" means the person, firm, company or other legal entity (including without limitation any hospital, prison or government agency) placing an order with the Seller;
 - (b) "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods which shall be subject to these Conditions;
 - (c) "Conditions" means these terms and conditions;
 - (d) "Goods" means all those goods and materials which are to be supplied to the Buyer by the Seller under the Contract;
 - (e) "Seller" means the party detailed in the account opening pack which will be Bestway Pharmacy NDC Ltd. trading as Bestway Medhub.
- 1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.
- 1.3 The headings in these Conditions are intended for reference only and shall not affect their construction.

2. FORMATION OF CONTRACT

- 2.1 All Goods sold by the Seller are sold subject to these Conditions, which shall be the sole terms and conditions of any sale by the Seller to the Buyer. These Conditions will prevail over any terms and conditions on the Buyer's order form, form of contract or any other communication sent by the Buyer to the Seller and the placing of an order for, or the acceptance of, the Goods by the Buyer shall indicate unqualified acceptance of these Conditions.
- 2.2 No employee, representative, agent or sales person has the Seller's authority to vary, amend or waive any of these Conditions on behalf of the Seller and no amendment or additions to any of these Conditions shall be deemed to have been accepted unless accepted in writing by a director of the Seller or set out as a special condition in the order confirmation.

3. DESCRIPTION OF GOODS

All specifications, descriptions, drawings, photographs, illustrations, dimensions, weights and other technical information and particulars of the Goods and any advertising material and sample books are (unless clearly stated otherwise) only intended to serve as a guide and not to be relied on by the Buyer or treated as binding or as forming part of the Contract.

4. ORDERS AND DELIVERY

- 4.1 The Seller hereby notifies the Buyer that telephone calls received by the Seller's order processing and customer support departments may be monitored for quality control, staff training and service improvement purposes.
- 4.2 All times, dates or periods given for the delivery of the Goods are estimates only and shall not be of the essence of the Contract. The Seller shall use reasonable endeavours to supply by agreed delivery dates but shall not incur any liability whatsoever for any loss or damage resulting from delay howsoever caused. All goods are sold subject to reasonable availability and the Seller reserves the right to substitute materials of equivalent or superior specification without notice.
- 4.3 Unless otherwise stated in the Contract, the price of the Goods shall include the cost of delivery where the agreed delivery location is within the United Kingdom, the Isle of Man or the Channel Islands. In the case of 'special deliveries' (i.e. deliveries that are not normal scheduled deliveries) a separate charge will be specified in the Contract.
- 4.4 The Goods shall be delivered to the address stated in the Contract and the signature of an employee or agent of the Buyer at such address on the Seller's delivery note shall be conclusive proof of the delivery of the Goods.
- 4.5 If the Buyer fails to take delivery of the Goods on the date of delivery the Seller will be entitled, at its sole discretion and without prejudice to its other rights, either:
- (a) to store the Goods at the risk of the Buyer and the Buyer shall pay all costs and expenses of such storage (including any insurance) and any additional costs of carriage incurred; or
 - (b) to terminate the Contract with immediate effect and dispose of the Goods as the Seller may determine.
- 4.6 The Seller reserves the right to deliver in instalments at its discretion. Where delivery is by instalment, each instalment shall be treated as a separate contract and the failure by the Seller to deliver any one or more instalments in accordance with these Conditions, or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 4.7 The Buyer shall accept the supply of such quantity of the Goods (whether more or less) as reasonably approximates to the amount stipulated in the Buyer's order.
- 4.8 The Buyer shall indemnify and hold the Seller harmless from and against any costs or losses incurred by the Seller because of the Buyer's failure to take delivery of the Goods on the delivery date (in which case such indemnity shall include any additional storage charges) or cancellation of any order.

5. PRICE AND PAYMENT

- 5.1 The price payable for the Goods shall be the price set out in the order or, if no price is quoted, as stated in the Seller's product price list current at the date the order is accepted by the Seller.
- 5.2 The price is exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price for the Buyer's account unless otherwise stipulated in writing by the Seller.
- 5.3 Unless otherwise agreed in writing, the Buyer shall make payment for the Goods in full not later than the end of the month after the month in which the invoice for the Goods is dated. The Seller shall be entitled to invoice each instalment as and when delivery has been made. Time of payment shall be of the essence of the Contract.
- 5.4 Payment should not be made to any of the Seller's employees. Unless otherwise stated in the Contract payment should be made to: Bestway Medhub, Customer Accounts Department, Merchants Warehouse, Castle Street, Castlefield, Manchester, M3 4LZ
- 5.5 Where, after acceptance of an order, the Seller has grounds for believing that Buyer may not be able to fulfil its payment obligations, the Seller shall be entitled to require from the Buyer suitable security for such payment obligations prior to delivery of the Goods.

- 5.6 In the event of overdue payment, the Seller may charge interest at the higher of a rate of five per cent above Bank of England base rate or such rate as is set down in any relevant statute. Such interest will accrue, compounded on a daily basis, from the date upon which payment was due until payment in full and shall continue both before and after judgment.
- 5.7 The Buyer shall not purport to set off or withhold any payment claimed or due from the Seller under any Contract.
- 5.8 The provisions of this Condition 5 shall be subject to any specific terms entitled 'Standard Trading Terms and Conditions' from time to time governing the sale by the Seller of specific Goods at specific times and notified to the Buyer. Any Goods supplied by the Seller expressly subject to such Standard Trading Terms and Conditions shall be subject to the Standard Trading Terms and Conditions in force at the date that the order is accepted by the Seller.

6. RISK AND OWNERSHIP

- 6.1 Except as otherwise provided in these Conditions, the risk of damage to or loss of the Goods shall pass to the Buyer upon delivery of the Goods in accordance with Condition 4.4.
- 6.2 The Seller shall retain title to and ownership of the Goods and the Buyer will hold them as Seller's bailee and fiduciary agent until the Seller has received payment in full of all sums due under the Contract. If payments received from the Buyer are not stated to refer to a particular invoice the Seller may appropriate such payments to any outstanding invoice at the Seller's discretion.
- 6.3 Until payment of the purchase price the Buyer shall be the bailee of the Goods and except where otherwise permitted by the Seller in writing the Goods shall be stored separately from any goods which belong to the Buyer or any third party and shall be clearly marked and identifiable as being the Seller's property.
- 6.4 If the Buyer fails to make any payment to the Seller when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order made against it or being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Seller has reasonable cause to believe that any of these events is likely to occur:
- (a) the Buyer grants the Seller the right to enter without prior notice any premises where Goods owned by it may be, and to repossess and dispose of any Goods owned by it to discharge any sums owed to it by the Buyer under this or any other contract; and
 - (b) the Buyer's right to sell or otherwise dispose of the Goods shall terminate immediately; and
 - (c) the Seller shall have the right to withhold delivery of any undelivered Goods and stop any Goods in transit; and
 - (d) all sums unpaid in respect of the Goods supplied under the Contract shall become immediately due and payable.
- 6.5 Unless the Seller expressly elects otherwise, any contract between the Seller and the Buyer for the supply of Goods shall remain in existence notwithstanding any exercise by the Seller of its rights under this Condition 6.
- 6.6 The Goods shall, once the risk has passed to the Buyer in accordance with this Condition 6 or otherwise, be and remain at the Buyer's risk at all times unless and until the Seller has retaken possession of them and the Buyer shall comprehensively insure the Goods against loss or damage by accident, fire, theft or other risks usually covered by insurance in the type of business carried out by the Buyer.

7. SALES BY THE BUYER

Goods are sold on the condition that if such Goods may only be supplied to the public by persons who are authorised then they are supplied to the public only by such authorised persons.

8. RECALL OF GOODS

- 8.1 If the Seller should deem a recall of any Goods to be appropriate, the Buyer shall, upon notification from the Seller (which may be made verbally and subsequently confirmed in writing), render all reasonable assistance as may be requested by the Seller and, in particular, shall:
- (a) return to the Seller all of the Goods covered by the recall (the "Affected Goods"), and
 - (b) advise the Seller (as far as practicable) in writing of the buyers of all Affected Goods already sold by the Buyer.
- 8.2 The Seller shall be responsible for the reasonable cost of collection of Affected Goods from the Buyer and shall make the necessary arrangements for the collection of the Affected Goods.
- 8.3 If the Seller is unable to return or replace the Affected Goods within a reasonable period after such recall, the Seller shall supply to the Buyer a credit note to the value of all Affected Goods so retained by the Seller.

9. USE OF INFORMATION

- 9.1 Information that you provide or which we obtain about you, your business or the Directors/Members of your business will be held in our computer and manual systems and used for credit scoring; administration of your account; customer and product analysis; market research and to improve the products and services we offer. We may monitor calls as described in Condition 4.1.
- 9.2 Unless the Buyer contacts the Seller to say otherwise, the Seller will from time to time send the Buyer information about products and services from the Seller by email, SMS and post.
- 9.3 The Group (being the subsidiaries and affiliates of Bestway Panacea Holdings Ltd Reg no 09225479) may carry out credit checks with licensed credit agencies as guarantors. The Group and the agencies may keep a record of the search. By completing and submitting the application form, the Buyer confirms that the guarantor has been notified of this and that he or she does not object.
- 9.4 Group companies may, with your consent, send you information by email, phone or post about other products and services (including those from other organisations) in which you may be interested.

10. LIMITATION OF LIABILITY

10.1 The following provisions of this Condition 10 set out the Seller's entire liability (including liability for the acts and omissions of its employees, agents and sub-contractors) in respect of:

- (a) any breach of the Contract; and
- (b) any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2 The following provisions are designed to take account of the fact that the Seller is not the manufacturer of the Goods but is simply a reseller. It shall be the responsibility of the Buyer promptly to check the Goods for quantity and patent defects following delivery by the Seller. The Seller shall only be liable for loss of or damage to the Goods whilst in transit or for any claim that the Goods are defective or do not otherwise comply with the Contract where written notice (including photographic evidence in the case of damaged or defective Goods) is given to the Seller by the Buyer:

- (a) in the case of loss, damage defect or non-compliance with the Contract within 24 hours of the time of delivery; or
- (b) in the case of Goods not delivered, within 24 hours of the date upon which the Buyer is notified that the Goods have been consigned for delivery.

10.3 If the Buyer shall fail to give notice in accordance with Condition 10.2 above the items delivered shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall thereafter be wholly barred.

10.4 If the Buyer has a valid claim for any defect, loss, damage or non-compliance with the Contract the Seller's only obligations in respect of such defect, loss, damage or non-compliance shall be to:

- (a) make good any shortage or non-delivery; and/or
- (b) at its option replace the items concerned or refund the cost of such Goods to the Buyer and any transport costs incurred by the Buyer in connection with the delivery of the Goods in question and/or their return to the Seller. Goods requiring temperature-controlled storage will be accepted to correct a delivery error only. In this case, the Goods must be returned not later than the next working day and must have been stored correctly whilst on the Buyer's premises. Goods requiring ambient storage will be accepted if returned within 3 working days and must have been stored correctly whilst on the buyer's premises. All returns shall be subject to the requirements of Condition 11.5.

10.5 Subject to Condition 10.7 the Seller shall not be liable for any costs, claims, damages or expenses, whether arising out of any tortious act or omission, any breach of contract or statutory duty, of an indirect or consequential nature or that are calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

10.6 Subject to Condition 10.7 the aggregate liability of the Seller to the Buyer for any loss or damage (whether asserted by the Buyer or third parties) of whatever nature and caused as set out in Condition 10.1 shall be limited to and in no circumstances shall exceed the total invoice price of the Goods in respect of which the claim relates and the transport costs identified in Condition 10.4(b), less any discount given and excluding VAT.

10.7 Nothing in these Conditions shall operate to exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability that may not be excluded for limited as a matter of English law.

10.8 Nothing herein shall impose any liability upon the Seller in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including (but without prejudice to the generality of the foregoing) any failure by the Buyer to comply with any recommendations of the Seller as to storage and handling of the Goods.

10.9 The Seller makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the Seller accepts no liability in this respect.

10.10 Except as provided for in these Conditions, any conditions and/or warranties, (whether express or implied by statute or common law or howsoever) including but without limitation those relating to satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to the Seller) or market and/or resale value are hereby excluded.

11. RETURNS DUE TO ORDERING/OVERSTOCKING ERRORS

11.1 The Buyer may return Goods to the Seller on request if they have been ordered in error by the Buyer, subject to the remaining provisions of this Condition 10.10.

11.2 The following Goods are not returnable pursuant to this Condition 10.10:

- (a) Goods that are required to be stored in refrigerated conditions (Fridge lines); and
 - (b) Secure storage controlled drugs (CDs).
- 11.3 All return requests must be logged by the Buyer with the Seller's customer service team (T: 08000 50 10 55 E: customerservices@bestwaymedhub.co.uk) within 24 hours of delivery.

11.4 Goods must be returned in original saleable condition, unopened and not tampered with and must be of a minimum refund value of £10.

11.5 The Buyer must comply with the following process for returning Goods. The Seller shall be entitled to refuse to accept a return and shall not be liable to the Buyer in respect of any loss of Goods or delay or loss of credit in respect of returned Goods where this process is not followed:

- (a) Returned Goods must be packaged securely within the pharmacy tote in which the relevant Goods were received by the Buyer;
- (b) The Buyer must attach a returns label including the reference number provided by the Seller's customer service team to the outside of the tote;
- (c) The Buyer must make the returned Goods available for collection by the Seller's logistics provider on the day after the return request is made; and
- (d) The original invoice for the returned Goods must be enclosed and returned with the returned Goods.

11.6 The Buyer agrees to promptly return all empty pharmacy tote containers to the Seller with the next available driver. The Seller shall be entitled to levy a charge at its then current rate in respect of any failure to comply with this Condition 11.6.

12. FORCE MAJEURE

The Seller shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from normal sources of supply.

13. WAIVER

The waiver by the Seller of any right, or the failure by the Seller to exercise any right or to insist on the strict performance of any provision of the Contract, shall not operate as a waiver of, or preclude any further exercise or enforcement of (as the case may be) or other exercise or enforcement by that party of that or any other right or provision.

14. SEVERABILITY

Each provision of the Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby be affected or impaired.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16. ASSIGNMENT AND SUB-CONTRACTING

The Buyer shall not without the Seller's prior written consent assign, novate, transfer or sub-contract the Contract or any of its rights or obligations under it to any other person, firm, company or third party. The Seller may assign, novate, transfer or sub-contract the Contract or any of its rights or obligations under it to any other person, firm, company or third party.

17. GOVERNING LAW

The Contract shall in all respects be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

18. NOTICES

All notices under this Contract 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:

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

19. ANTI-CORRUPTION

It is the 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:

- (a) 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;
- (b) 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;
- (c) 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 of that Act and will enforce them where appropriate;
- (d) 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;
- (e) breach of this Condition 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.

20. MODERN SLAVERY ACT 2015 ANTI – SLAVERY & HUMAN TRAFFICKING

20.1 It is the policy of both parties to comply with all laws and regulatory requirements affecting its business including modern anti-slavery and human trafficking laws set down in the Modern Slavery Act 2015 within the United Kingdom.

20.2 Both parties shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to modern anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 ("Relevant Requirements") that are applicable within the United Kingdom;
- (b) not engage in any activity, practice or conduct which would constitute an offence under Chapter 30 Part 1 sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out either wholly or partially within the UK;
- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements (especially Part 6 section 54), and will enforce them where appropriate;
- (d) promptly provide an anti-slavery and trafficking transparency statement regarding its supply chains on request as well as at the anniversary of the Agreement;
- (e) the anti-slavery and trafficking transparency statement should include information as recommended under Part 6 section 54 of the Modern Slavery Act 2015;
- (f) confirm that no slavery or human trafficking is taking place in any of its supply chains, nor in any part of its own businesses;

20.3 Breach of this Condition shall be deemed a material breach of this 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 this Contract.

20.4 Both parties acknowledge and agree that there are anti-slavery and human trafficking laws to which both parties are subject to which prohibit slavery, servitude and forced or compulsory labour as well as human trafficking. These laws include but are not limited to the Modern Slavery Act 2015.

20.5 Both parties agree to refrain from, and to procure that its staff, agents or sub-contractors refrain from any activity in connection with this Contract that would constitute a violation by either party of an Anti-Slavery and Human Trafficking Statute under the UK Modern Slavery Act 2015.