

## STANDARD TERMS AND CONDITIONS OF PURCHASE

These terms and conditions shall apply to and be incorporated into every contract for the purchase of Goods and/or Services by Mawdsley-Brooks & Company Limited (company no 44701) registered in England and Wales, registered office: Number Three, South Langworthy Road, PO Box 18, Salford M50 2PW (the "Buyer") from the Seller.

### 1. Definitions

"Delivery" means the method of delivery specified in the purchaser order, or otherwise agreed between the Buyer and the Seller in writing.

"Goods" means any products or materials ordered by the Buyer from the Seller.

"Order" means the Buyer's written purchase order for Goods and/or Services.

"Seller" means the person from whom, or which, the Buyer orders Goods and/or Services.

"Services" means the work and /or services ordered by the Buyer from the Seller.

"Working Day" means any day on which banks in the United Kingdom generally are open for business.

### 2. Acceptance of Order

2.1. The Buyer's purchase order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller at the prices stated in the purchase order and upon these terms and conditions.

2.2. Acknowledgment of the Buyer's purchase order by the Seller, or the commencement of the supply of the Goods and/or the Services shall constitute acceptance of these terms and conditions which shall override any terms and conditions set out or referred to in any order acknowledgment, invoice, delivery note, or other documents issued by, or correspondence sent by the Seller to the Buyer.

### 3. Delivery

3.1. Time for Delivery of the Goods and performance of the Services shall be of the essence.

3.2. The Seller shall Deliver the Goods on the date specified in the Buyer's purchase order and shall perform the Services during the period specified in the purchase order, or, if no such date or period is specified, within a reasonable period of time.

3.3. The Buyer shall have no obligation to accept Delivery of any Goods and/or the supply of any Services before the Delivery date.

3.4. The Seller shall give the Buyer not less than 24 hours' advance notice in writing of delivery of the Goods (including by email) to such address as the Buyer may notify the Seller from time to time.

3.5. Title to the Goods shall pass to the Buyer on Delivery.

### 4. Specification

4.1. The Goods shall be manufactured in accordance with all applicable legal (statutory and regulatory) requirements.

4.2. The Goods shall conform in all respects to their relevant specification, shall be of satisfactory quality and free from defects.

4.3. Any Goods which are medicinal products shall have not less than fifty per cent (50%) or twelve (12) months of the full

shelf life unexpired on Delivery, whichever is greater, unless otherwise agreed in advance in writing by the Buyer. The Seller shall give written notice in advance of Delivery to the Buyer if it is unable to deliver Goods with not less than the required unexpired shelf life and the Buyer may, in its sole discretion, decide whether or not to purchase such Goods.

4.4. The Services shall be performed with all reasonable skill care and diligence in accordance with all applicable legal (including statutory and regulatory) requirements by suitably experienced, qualified and skilled personnel.

### 5. Packaging and Labelling

5.1. The Goods shall be packed and marked in accordance with the Buyer's instructions and all applicable legal (statutory and regulatory) requirements.

### 6. Hazardous Goods

6.1. The Seller shall comply with all applicable international and domestic laws in relation to the packaging, labelling and carriage of any hazardous Goods.

6.2. All hazardous Goods must be marked by the Seller with international danger symbol(s) and display the name of any hazardous material in English.

6.3. All documents provided by the Seller in relation to any hazardous Goods including transport and other documents must include a declaration of hazard, the name of the hazardous material in English and emergency information in English in the form of written instructions, labels or markings.

### 7. Defective Goods

7.1. The Buyer shall inspect the Goods on Delivery and shall give written notice to the Seller of any defects which are apparent on a reasonable visual examination within three (3) Business Days from the date of Delivery.

7.2. The Seller shall, at its own expense, and at the Buyer's option, promptly replace or refund or credit the price of any defective Goods.

### 8. Price and payment

8.1. The price of the Goods and/or Services shall be as stated on the Buyer's purchase order.

8.2. The Seller shall issue an invoice for the Goods on Delivery and for the Services upon completion of the Services, unless otherwise agreed in writing by the Buyer.

8.3. The Buyer shall make payment of the Seller's invoice within sixty (60) days from the date of receipt of the invoice unless otherwise agreed in writing by the Buyer.

8.4. The Buyer reserves the right to withhold any disputed amounts until the dispute is resolved.

8.5. The Buyer may deduct or offset any amount owing to it from the Seller from any amount owed to it by the Seller.

### 9. Intellectual Property

9.1. The Seller warrants that none of the Goods or Services shall infringe any intellectual property rights including patents, registered and unregistered designs, trademarks, copyright, know-how, operating and manufacturing techniques and inventions, discoveries improvements and processes, (whether or not patentable) in any part of the world.

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**10. Indemnity and Insurance**

- 10.1. The Seller shall indemnify and keep the Buyer indemnified against any and all damages, costs, claims, liabilities, expenses, losses and demands (and expenses in connection therewith, including legal fees) which may be brought or asserted against the Buyer or suffered or incurred by the Buyer as a result of, arising out of, or in connection with :
- 10.1.1. any breach by the Seller of the warranties and/or obligations under these terms and conditions and any other act, omission or default by the Seller, its employees or agents; and
- 10.1.2. any third party injury, loss, or damage arising directly or indirectly from the supply of the Goods and/or the Services.

**11. Cancellation**

- 11.1. The Buyer may cancel a purchase order without liability to the Supplier at any time prior to Delivery by giving reasonable notice to the Seller.
- 11.2. The Buyer may cancel a purchase order at any time without liability to the Seller if the Seller is delayed or prevented from performing its obligations under these terms and conditions by circumstances beyond its reasonable control.
- 11.3. The Buyer may cancel a purchase order at any time without any liability to the Seller if:
- 11.3.1. the Seller 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 (otherwise than for the purposes of amalgamation or reconstruction); or
- 11.3.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
- 11.3.3. the Seller ceases, or threatens to cease to carry on business; or
- 11.3.4. the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Seller and notifies the Buyer accordingly.

**12. Confidentiality**

- 12.1. All information received by the Buyer from the Seller and by the Seller from the Buyer in connection with a purchase order, including the nature of the Goods and /or Services to be provided by the Seller to the Buyer shall be kept in confidence and not disclosed to any other parties. The receiving party shall not use such information for any purpose other than the fulfilment of a purchase order without the prior written consent of the disclosing party.
- 12.2. The receiving party shall use the same standard of care to protect the confidential information of the disclosing party as it uses to protect its own confidential information and shall limit such information to those of its personnel who need to know it for the purposes of fulfilling the purchase order and who have are bound by an obligation to protect such confidential information.

**13. Assignment and subcontracting**

- 13.1. The Seller shall assign, transfer or sub-contract any of the rights and obligations under these terms and conditions to any third party without the prior written consent of the Buyer.

**14. Variation or amendment**

- 14.1. No variation to these terms and conditions shall be binding on the Buyer unless expressly agreed in writing by a person duly authorised to sign on the Buyer's behalf.

**15. Waiver**

- 15.1. No waiver of any breach of these terms and conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

**16. Invalidity**

- 16.1. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms and conditions shall not be affected thereby.

**17. Governing law and jurisdiction**

These terms and conditions shall be governed by and interpreted in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.