

Terms & Conditions for EMP Exempt Medicinal Products Ltd,
Registered Address, Unit 3 Boyne Business Park, Greenhills Road,
Drogheda, Co. Louth, company number 570480, VAT number
3390049QH ('EMP' hereafter).

1. Definitions:

- **Conditions** - the terms and conditions as set out in this document and amended from time to time;
- **Contract** - the contract between EMP and the Customer for the sale and purchase of the Items in accordance with these conditions;
- **Items** - Those products (or any part of them) manufactured or wholesaled by EMP as set out in the Order; the customer agrees that these Items may include Exempt Medicinal Products;
- **Exempt Medicinal Products** - a medicinal product to which paragraph 2 of Schedule 1 of the Medicinal Products (Control of Placing on the Market) Regulations 2007, as amended, or any equivalent legislation in any EEA State other than the State, applies. This states that "an exempt medicinal product may be sold or supplied ...in response to a bona fide unsolicited order, formulated in accordance with the specifications of a practitioner for use by his individual patients on his direct personal responsibility, in order to fulfil the special needs of those patients;"
- **Customer** - the person or organisation qualified to purchase Items from EMP and who requests information about and orders for Exempt Medicinal Products;
- **Order** – means an order for Items placed with EMP or its authorised representatives;
- **Price** - the amount payable by the Customer to EMP in respect of an Order;
- **Delivery Location** - the location set out in the Order;
- **Force Majeure Event** - A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving a party's own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

2. Basis of Contract:

These Conditions apply to the Contract to the exclusion of any other terms whether Customer terms, or which would otherwise be implied by trade, custom, practice and/or course of dealing. The Contract shall apply only to Orders accepted by EMP when it

provides a written or oral confirmation of the Order and EMP may reject Orders, at its discretion, prior to this point.

3. Quality:

EMP warrants that on delivery the Items shall conform with their description, be free from defects in material and workmanship and be of the quality specified in the Order. Any delivery of non-conforming goods, for whatever reason, will be dealt with in accordance with EMP's Quality System and customer complaints procedure and incorporated into these Conditions by reference. This procedure is available on request. EMP shall not be liable for the failure of any Items to comply with the warranty set out below where: the defect arises because the Customer failed to follow EMP's instructions as to the storage of the Items, or regulations or good trade practice regarding storage; the defect arises as a result of EMP following any formula, design or specification supplied by the Customer; the Customer alters or modifies such Items or their packaging without the written consent of EMP; the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or the Items differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. Except as set out in these Conditions, all warranties, conditions and other terms otherwise implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. These Conditions shall apply to any replacement Items supplied by EMP.

4. Delivery:

EMP shall use reasonable endeavours to ensure that:

Each delivery of Items is accompanied by an invoice which shows the document date, relevant Customer and EMP reference numbers, the type and quantity of the Items and if the Order is being delivered by instalments. Storage instructions will be on the Item label. EMP shall deliver the Items to the Delivery Location and delivery will be deemed to have occurred on the completion of unloading of the Items at the Delivery Location.

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. EMP shall not be liable for any delay in delivery of the Items that is caused by a Force Majeure Event or the Customer's failure to provide EMP with adequate delivery instructions or any other instructions that are relevant to the supply or delivery of the Items by EMP.

If the Customer fails to take delivery of the Items within two business days of EMP dispatch of the Items, except where such failure or delay is caused by a Force Majeure Event or EMP's failure to comply with its obligations under the Contract: delivery of the Items shall be deemed to have been completed at 9.00 am on the second business day after dispatch by EMP; and EMP or its agents shall store the Items until delivery takes place, and charge the Customer for all related costs and expenses (including storage and insurance costs).

EMP may deliver the Items by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. If at any time EMP is unable to fulfil an Order submitted by the Customer, either party may cancel such Order with immediate effect.

5. Risk and Title:

The risk in the Items shall pass to the Customer on completion of delivery. Title to the Items shall not pass to the Customer until EMP has received payment in full (in cash or cleared funds) provided always that the Customer may resell or use the Items in the ordinary course of its business.

For the Items; and any other goods that EMP has supplied to the Customer in respect of which payment has become due. Until title to the Items has passed to the Customer, the Customer shall: hold the Items on a fiduciary basis as EMP's bailee; store the Items according to the labelled conditions, separately from all other goods, products or stock held by the Customer so that they remain readily identifiable as EMP's property; not remove, deface or obscure any identifying mark or packaging on or relating to the Items; maintain the Items in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; give EMP such information relating to the Items as EMP may require from time to time.

6. Product Recalls:

The Customer agrees to provide EMP with all necessary assistance in the event of a product recall carried out according to EMP's Quality System, including the return of Items in accordance with EMP's instructions. The customer agrees that their account will only be credited after credit for such recalled goods has been received by EMP from any relevant 3rd party supplier or manufacturer.

7. Price and Payment

The price of the Items shall be the price set out in EMP's invoice. The price of the Items is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from EMP, pay to EMP such additional amounts in respect of VAT as are chargeable on the supply of the Items.

EMP may invoice the Customer for the Items on or at any time after the completion of delivery. EMP will provide the Customer with a monthly statement detailing all invoices issued during the previous month and the sum payable from the Customer to EMP which shall be paid by the Customer by direct debit or debit card and to the terms agreed at account opening or as updated by agreement between the parties.

Time of payment shall be of the essence. Any queries regarding the invoice must be raised with EMP within 14 days of receipt by the Customer.

Customers with an approved credit account shall be allowed a limited credit facility at the discretion of EMP. EMP reserves the right to suspend this facility at any time (including but not limited to as a result of non-payment). EMP may, by giving notice to the Customer at any time before delivery, increase the price of the Items to reflect any increase in the cost of the Items that is due to: any factor beyond EMP's control (including foreign exchange fluctuations, increases in taxes and duties, regulatory or legislative changes, and increase in third party labour, materials and other manufacturing costs); any request by the Customer to change the delivery date(s) or quantities or types of Items ordered; or any delay caused by any instructions of the Customer or failure of

the Customer to give EMP adequate or accurate information or instructions.

If the Customer fails to make any payment due to EMP under the Contract by the due date for payment, then the Customer may be liable to pay interest on the overdue amount. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). EMP may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by EMP to the Customer.

8. Events influencing a Customer's ability to trade:

These include: the Customer is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, or (being a partnership) has any partner to whom any of the foregoing apply; the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned. The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; the Customer's financial position deteriorates to such an extent that in EMP's reasonable opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; and the Customer breaches any exclusivity granted under the Contract.

If the Customer brings about, or becomes subject to any of the events listed above, or EMP reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to EMP, EMP may cancel or suspend all further deliveries to the Customer without incurring any liability to the Customer, and all outstanding sums in respect of Items delivered to the Customer shall become immediately due.

9. Limitation of Liability:

Nothing in these Conditions shall limit or exclude EMP's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation;

EMP shall not be liable to the Customer, whether in contract, tort

(including negligence) or restitution, or for breach of statutory duty, or otherwise for any: loss of profit; loss of goodwill; loss of business; loss of business opportunity; loss of anticipated saving; loss or corruption of data or information; special, indirect or consequential damage; and/or loss relating to any advice or recommendation given by any of EMP's employees or agents concerning storage, use or application of any Items, which has not been confirmed in writing by EMP.

EMP's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the net price invoiced for the Items to which the breach relates.

10. Force Majeure:

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

11. Prevention of Bribery:

Each party shall promptly report to the other party any incidents or allegations of bribery in connection with the Contract.

12. Assignment and subcontracting:

EMP may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract; the Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of EMP.

13. Notices:

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, email or fax.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email or fax, one business day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. Severance:

If any court 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 to be deleted and the validity and enforceability of the other provisions of the Contract shall not be affected.

15. Waiver:

A waiver of any right or remedy under the Contract 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 preclude or restrict the further exercise of that or any other right or remedy. 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.

16. Third party rights:

A person who is not a party to the Contract shall not have any rights under or in connection with it.

17. Variation:

Except as set out in these Conditions, any variation to the Contract shall only be binding when agreed in writing by the Customer and EMP.

18. Entire Agreement:

The Contract is the entire agreement between the parties and supersedes all and any previous agreements, understandings, warranties, representations and undertakings (whether written or oral) relating to its subject matter. Each party agrees and acknowledges that in entering into the Contract it has not relied on, nor been induced by, and shall have no remedies in respect of, any statement, representation or warranty not expressed in this Contract.

19. Governing law and jurisdiction:

The Contract is governed by Irish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.