

## Terms and Conditions of Sale (UK)

Alliance Healthcare (Distribution) Limited, and OTC Direct Limited

("we", "us", "the Companies")

These terms and conditions shall apply to all sales by the Companies which for the purposes of these terms shall mean Alliance Healthcare ("Alliance Healthcare"), and OTC Direct (including OTC Direct t/ a North West Ostomy Supplies and Cavendish Pharmaceuticals ("OTC Direct")) and shall prevail and supersede over your terms and conditions (if any), whether printed on any invoice, order, quotation, specification or any other document provided by you.

These are the only terms and conditions upon which Alliance Healthcare (, and OTC Direct are willing to supply products to you.

## 1. The conditions

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1. These conditions (as may be updated from time to time) apply to all orders for products placed by our customers ('you', 'your') to the exclusion of all other terms and conditions (including any of your terms and conditions under any purchase order, confirmation of order or any other document). These terms shall supersede any specific product terms that might apply to your order and in the event of any inconsistency with any other terms that might apply, these terms shall prevail.
2. These conditions replace any other earlier conditions and may be changed by us in writing at any time, including by putting amended conditions on our website.
3. When we accept orders placed by your employees, agents or contractors we will not be responsible for vetting the authorisation of those employees, agents or contractors and we will not be liable to you for any financial losses incurred by you by virtue of our accepting any order.
4. Alliance Healthcare and OTC Direct are business-to-business suppliers. The Alliance Healthcare and OTC Direct websites and ordering portals are intended for use by business customers and not by private individuals acting as consumers.
5. These conditions will apply to all orders for products which are being delivered within the UK. If your order is for products which are being delivered outside of the UK, please refer to our international terms and conditions [here](#).

## 2. Orders

1. We do not accept orders unless and until we confirm them or (if earlier) when we deliver the products to you.
2. Each order for any one product which we accept creates a separate contract.
3. We will accept orders depending on availability. We can refuse to accept orders for any reason.
4. When placing an order you are responsible for accurately identifying the products you need.
5. These conditions and all orders will be made only in the English language.

6. All descriptions, illustrations and specifications contained in our catalogues, brochures and websites are for illustration only and do not form any part of these conditions.
7. If you cancel any order, you will indemnify us (which means you guarantee to cover us), in full, against any loss (including loss of profit), costs, damages, charges and expenses we suffer as a result.
8. If you place an order for goods with us through the online ordering service the following provisions will apply:
  - (i) Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
  - (ii) After you place an order, you will see an acknowledgment that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in condition 2.1 and condition 2.3.

## 3. Delivery

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1. Unless we say otherwise, the price quoted includes delivering the products to the agreed delivery address which must comply with any regulatory and registration requirements in full. However, we may make an extra charge to cover any extra related costs incurred and any increase in transport costs that apply before the date we deliver the products and we will notify you of any change in costs before delivery. You will provide at the delivery address adequate and appropriate equipment and support to enable you to take delivery of the products.
2. Any dates quoted for delivering the products are only approximate. We will not be liable for any delay in delivering the products, however it is caused.
3. If we cannot deliver an order in full, we will either send you a credit note for the shortfall or send you an invoice for the actual quantity delivered and deliver the rest of the order at a later date which we will arrange with you.
4. If we are delivering the products in instalments, each delivery will form a separate contract and failure to deliver any one or more of the instalments in line with these conditions will not render the whole order as terminated.
5. The signature on a delivery note, drop sheet or ePOD by any person working at the delivery address will be evidence that you have accepted delivery of the products in full.
6. If you fail to take delivery of the products or fail to give us adequate delivery instructions at the time given for delivery (unless we are at fault or there are circumstances beyond your reasonable control), without affecting any of our rights and any action we may be entitled to take, we may:
  - (i) store the products until we actually deliver them and charge you for the reasonable costs (including insurance) of storage and any costs related to redelivery; or
  - (ii) sell the products at the best price we can get and (after deducting all related costs, including without limitation all reasonable storage, insurance and selling expenses) pay you any excess we make over the contract price or charge you for any shortfall below the contract price; or
  - (iii) charge you for the products if we are not able to re-sell them as a result of the non-delivery.

7. At any time, we can stop making deliveries and demand payment for any products we have already supplied to you, no matter what previous agreement or arrangements have been made.

## 4. Price

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1. The price of the products will be the price in our price file at the time of acceptance of the order, except where your order is for products ordered under a promotion or special offer and the price then will be as stated in that promotion or offer.
2. The price does not include any value added tax ("VAT"), government tax or duty which will be charged and payable in addition to the price at the time when payment for the products is due.
3. The price list is subject to change at any time without notice to you.
4. We can charge the costs of pallets and returnable containers, such as totes, to you if you return these to us damaged or do not return them within 10 days of the delivery of the products.
5. We will be entitled to charge, and you will pay, (by address) any account surcharge,(for instance for fuel or returns ordered in error ("OIE"))from time to time where applicable.

## 5. Payment

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1. We will invoice you for the price of the products, any other amount due to us, and any applicable VAT, tax or duty on or at any time after delivery, unless you fail to take delivery of the products. If this happens, we will be entitled to invoice you at any time after we have tried to deliver the products. If you have any queries, you must contact the Customer Services Department of the Company making the delivery within three working days of the invoice date.
2. Provided no other invoice or amount owing to us is overdue, or no other event has occurred to cause us to review your credit terms, you may be entitled to a settlement discount for paying on time. This discount figure will be shown on your monthly statement. Any queries relating to the settlement discount should be directed in writing to the Customer Finance Department of the Company responsible for your order (as shown on the statement) before the 15th day of the month in which we sent the statement to you.
3. We are entitled not to give you any credit terms, but any credit terms given to you are subject to review by us from time to time and we can at any time and without prior notice suspend or vary any credit terms given to you. To facilitate this review you agree to provide us with your up-to-date financial information and statements of NHS income on request.
4. Subject to the following sentence, you must pay the price of the products (less any discount you may be entitled to, but without any other deduction), and any other amount due to us, so that cleared funds are received by us into our bank account on or before the last working day of the month following the month of the invoice date or by any other earlier date as we may notify to you from time to time. We shall be entitled at any time to require you to pay for any product before we supply it to you.
5. It is a material term of this contract that you pay for the products on time. You must send your payment to the Customer Finance Department of the Company responsible for your order (as shown on the Company's invoices and statements). None of our drivers or agents can accept payment unless we have given you permission in writing beforehand.

6. Any variation to these terms of payment must be agreed in writing by the relevant Company's Customer Finance Department.
7. Due to the costs of processing a payment, we are entitled to withhold the payment of any rebate owed to you that is under the value of £10. This amount can be withheld until a rebate is owed for a value greater than £10.
8. In the event that any payment is outstanding from you, we may (without affecting our other rights and any action we may be entitled to take) seize, recover and may resell any products and you agree to give us the right to enter your premises, land or buildings to recover these products if you:
  - (i) agree to sell or otherwise dispose of your business or any part of it;
  - (ii) agree to sell or otherwise dispose of all or any part of the products to someone else (other than in the usual course of your business);
  - (iii) breach these conditions or fail to pay any amounts due under these conditions (or any other agreement between you and us, or any of our subsidiaries, associates or holding companies) within three days of them becoming due (whether we demand it or not);
  - (iv) have a Receiver, Administrative Receiver, Administrator, Provisional Liquidator or Liquidator appointed, pass a resolution for winding-up, have a court order made against you, are judged insolvent or bankrupt, cannot pay your debts as they fall due or make any arrangements with your creditors;
  - (v) encumber or in any way charge any of the products;
  - (vi) cease to trade; or
  - (vii) are late in making any payment to us and we will be entitled to demand payment of all outstanding invoices, whether they are due or not, and you must return any products we have delivered.
9. You must write to the relevant Customer Finance Department within three working days of any of the events set out in condition 5(5) or if there is any material change in:
  - (i) the information supplied by you to us which we considered before granting credit facilities to you; or
  - (ii) the nature or value of your assets including but not limited to the crystallisation of any security.
10. You must pay us by one of the following payment methods: Direct debit, BACS, CHAPS, credit or charge card or, with our prior agreement, cheque. We do not accept payment in cash.
11. If you fail to make a payment by the due date, without affecting our other rights and remedies, we may:
  - (i) cancel the contract or suspend any further deliveries;
  - (ii) use or set off any payments you have made against any sums due as we decide;
  - (iii) reduce or cancel any discount and review the discount available to you in the future;
  - (iv) charge you for all and any costs and expenses we have incurred for the collection of any payments due (including but not limited to a charge of £25 plus VAT on each event that any cheque presented by you is returned unpaid, or any standing order or direct debit instruction fails. A £50 arrears charge will be issued on each transaction whereby the collection of any sum due to us is referred to a third party collection agency or legal agents including solicitors); and
  - (v) charge you interest (both before and after any judgment) on the amount you have not paid. We will use an annual rate of 5% above National Westminster Bank's base rate until you pay us in full. We will treat a part of a month as a full month for the purpose of working out interest.

12. If you fail to make any payment by a due date, you will be liable to pay all outstanding invoices immediately that are payable to the relevant Company.
13. You are not entitled to withhold payment or use any amounts as a set off against any amount we may owe you.
14. If you are liable to us, and as a result owe us money, under these conditions or otherwise (or to any of our subsidiaries, associates or holding companies), we may use any amount you owe us to pay off any amount that we (or any of our subsidiaries, associates or holding companies) may otherwise owe you.
15. We can ask you to pay the full amount you owe or part of it or provide acceptable security before we make a delivery.
16. To prevent bank fraud, it is important to keep your account information secure and not to provide your bank details to unauthorised persons. For Alliance Healthcare customers, see The Guide to Working With Alliance Healthcare [here](#) for more information about how Alliance Healthcare communicates with you about your bank account details or changes to Alliance Healthcare bank account details. For OTC Direct customers please refer to the OTC Direct website [here](#) for further information. We do not accept responsibility if you transfer funds to an incorrect account.

## 6. Risk and property

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1. You will be responsible for any damage to or loss of the products from the time we deliver them or, if you fail to accept the products, the time when we tried to deliver them.
2. You will not own any of the products in any circumstances until we have received cleared funds for all sums due to us in respect of:
  - (i) the products; and
  - (ii) all other sums which are or which become due to us from you on any account.
3. Until you own the products, you will
  - (i) hold the products on a fiduciary basis as the Company's bailee;
  - (ii) store the products (at no cost to us) separately from all your other goods or those of any third party in such a way that they remain readily identifiable as our property;
  - (iii) not destroy, deface or obscure in any way any identifying mark or packaging on or relating to the products; and
  - (iv) maintain and store the products in satisfactory conditions according to their label storage conditions and keep them insured on our behalf for their full price against all risks.
4. You may sell or dispense the products before ownership has passed to you solely on the following conditions:
  - (i) any sale is in the ordinary course of your business at full market value and you shall hold the amount of the proceeds that represents the amount owed by you to us on behalf of us and you shall account to us accordingly; and
  - (ii) any such sale shall be a sale of our property on your own behalf and you shall deal as principal when making the sale.
5. Until you own the products (and as long as you have not sold or dispensed them), we will be entitled to enter your premises to repossess the products or ask you to deliver them to us. You

grant to us, our agents and employees an irrevocable licence to, at any time, enter any premises where the products are or may be stored in order to inspect or repossess the products.

6. You are not entitled to promise, or use as security for any debts, any of the products which are still our property. If you do, you will have to repay us all amounts you owe unless you first get our written permission.
7. Your right to the products shall terminate immediately if any of the circumstances set out in condition 5(8) apply.

## 7. Liability

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1. We will not be liable to you for any **shortages** in the quantity we deliver, **damage or loss**, **short-dated stock**, or any **faults** in the products, unless you give us notice in accordance with this condition 7 and/or the Returns Policy (see condition 8(1) below) of the relevant Company (as appropriate) the goods delivered will be deemed to be in accordance with these conditions and you shall be bound to accept and pay for them and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall be wholly barred. We will not be liable in any circumstance for any faults in the products caused by abnormal storage conditions, deliberate damage, negligence, failure to follow instructions or misusing the products. We will also not be liable for claims for any products which you have marked in any way.
2. It is your responsibility to check the goods for quality defects or shortages promptly on receipt of your delivery.
3. You must notify us of any potential claim for **missing goods** within three (3) working days of the delivery. You must for goods ordered (i) from Alliance Healthcare complete the e-Missings form online <https://www.alliance-healthcare.co.uk/e-missings-portal> and (ii) from OTC Direct complete, a 'missing goods claim form'
4. Unless we say otherwise in these conditions, our aggregate liability to you in connection with each contract, whether arising from negligence, breach of contract or otherwise (including in respect of our employees, agents or sub-contractors) is limited to making good any shortfall in delivery, replacement of any goods which are damaged or faulty or to refund the cost of any goods either using a credit note or payment refund. In no circumstances will we be liable to pay more than the net price of the goods, less any settlement discount or other discount which may apply.
5. Unless we say differently in these conditions, we exclude to the fullest extent possible any conditions, warranties, representations and other terms expressed or implied by any law or Act of Parliament.
6. We will not be liable to you for any pure economic loss, consequential loss, loss of profit, loss of business, depletion or loss of good will (in each case whether indirect or direct) you suffer from our supplying any goods or how you use or resell them.
7. Nothing in these conditions excludes or in any way limits our liability for fraud, or for death or personal injury caused by our negligence, or any other liability that may not be excluded or limited under English law.
8. We will not be liable for circumstances beyond our control, including but not limited to trade disputes, poor weather, breakdowns or natural disasters.

9. Our employees or agents are not authorised to make any claims about the goods unless we confirm the claims in writing.
10. We will not be liable for any advice or recommendation our employees or agents give you about storing or using the goods unless we confirm this information in writing.

## 8. Returns

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1. You may be able to return goods in certain circumstances. For goods received from (i) Alliance Healthcare see the Alliance Healthcare Returns Policy [here](#), (ii) OTC Direct the OTC Direct Returns Policy [here](#) and (iii) OTC Direct t/a North West Ostomy Supplies the NWOS Returns Policy [here](#).
2. You must comply with our Returns Policy and use our standard forms where relevant.
3. **OIE:** You may not return veterinary medicines, refrigerated products or Specials (non-stocked and unlicensed medicines) OIE through us. In the absence of error on our part, we will not issue any credits for these goods ordered.
4. **Faulty goods:** You may return at any time a product that has been returned by patients as faulty. Please note faulty Pfizer, GSK, Astellas, AstraZeneca or Novo Nordisk products should be returned directly to the manufacturer and not Alliance Healthcare or OTC Direct (as applicable).
5. **Transfer Orders:** You cannot return faulty or damaged products we supply which are covered by a transfer order unless you have received authorisation from Customer Services.
6. **Recalls:** We will only accept any medicinal products which are recalled by the manufacturer, product licence holder or regulatory authority in line with the specific instructions given at the time of the recall. All products must be packaged separately, clearly identified as returns relating to the product or batch recall and accompanied by a separate returns note. The returns note must give details of the type of recall and, where appropriate, all batch numbers. Credit will be issued by us as authorised by the manufacturer or product licence holder concerned at the time specified by them. Specific instructions about a recall will be placed upon our website.

## 9. Anti Bribery and Sanctions

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1. We are committed to eliminating all risk of bribery and corruption in our business. We comply with our [Anti Corruption and Bribery Policy](#). We expect all our customers and partners to uphold the spirit of this policy and you shall not do any act or thing nor omit to do any act or thing for the benefit of, in the name of or on behalf of us that could cause us to be in breach of this policy or could be construed as an offence under any applicable anti corruption legislation including (but not limited to) the UK Bribery Act.
2. Certain products sold by Alliance Healthcare and/or OTC Direct may be subject to export control regulations of the United Kingdom, the United States of America, the European Union and other countries ("Export Laws"). It is your responsibility to comply with such Export Laws and obtain any licence or permit required to transfer, export, re-export or import the products.

## 10. Your information

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- “Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- “Business Data”** any data or information relating to your business including, but not limited to, details of these conditions, your business’s -spend, products purchased from us or data collected on your EpoS and/or PMR systems (to the extent applicable) and provided to us. Business Data includes the name of your pharmacy(s).
1. We are entitled to use, share or sell to third parties or publish any Business Data for our legitimate interests. Where you operate your business as a sole trader or as an unincorporated partnership, Business Data may include your own name(s), as well as the trading name of your business but will not be combined with any other Personal Data.
  2. We will only process the Personal Data of your business’s employees and other staff in accordance with applicable privacy laws and only to the extent required for us to pursue our legitimate interests where we believe your /their fundamental rights or freedoms would not be overridden.
  3. If you are a member of a buying group, we will communicate information (which may include Personal Data) to the buying group to which you belong to enable it to act on your behalf according to the terms of your arrangements with it.
  4. We may use contact information of your business, employees and staff to let you know about other products and services offered by us, and other companies in the Alliance Healthcare Corporate Group which we think will be of interest to you.
  5. If you or any of your employees or staff wish to amend or update your Personal Data , wish us to delete your or their Personal Data, or have any questions about how we process your or their Personal Data, please contact us at [Privacy@alliance-healthcare.co.uk](mailto:Privacy@alliance-healthcare.co.uk).
  6. For more information on Privacy at Alliance Healthcare (Distribution) Limited and OTC Direct Limited please read our [Privacy statement](#).

## 9. General

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1. We will be entitled to transfer to any other person all or any of our rights or the benefit of those rights created by any contract between us and you to which these conditions apply (or both).
2. You will not be entitled to transfer to any other person or company all or any of your rights, or the benefit of those rights, created by any contract between us to which these conditions apply.
3. Any notice given under these conditions must be in writing and addressed to:
  - (i) you at the agreed delivery address or any other address you have told us about; or
  - (ii) us at the relevant Company’s registered office set out below. Please mark any notice for the attention of the Company Secretary.



4. No waiver or retraction of a waiver by us under these conditions will be valid or binding unless it is in writing and signed by us. Our failure to exercise any right under these conditions, or to require your performance of any provision under these conditions, or our waiver of any breach of these conditions, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of these conditions.
5. If at any time:
  - (i) any of these conditions should be wholly or partly illegal, invalid or unenforceable, then such illegality, invalidity or enforceability will not affect the other remaining conditions in any way;
  - (ii) any of these conditions should be wholly invalid or unenforceable but would be valid or enforceable if some part of the condition were deleted, then the condition in question shall apply with such modification as may be necessary to make it valid and enforceable.
6. You agree with us that except as expressly provided in conditions 5(11) and 5(14) no term of these conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
7. We reserve the right to make a charge of £10 per copy for any copy document you request we provide.
8. These conditions are governed by English law. The Courts of England and Wales shall have exclusive jurisdiction.

Alliance Healthcare (Distribution) Limited (Registered No. 3446039) has its registered office at 43 Cox Lane, Chessington, Surrey KT9 1SN. VAT registration number 391532058

OTC Direct Limited (Registered No. 03118885) has its registered office at 43 Cox Lane, Chessington, Surrey KT9 1SN. VAT registration number 391535058

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