

**SOUTH WALES SPECIALS LIMITED TERMS & CONDITIONS OF TRADING**

**Definitions**

- 1. a) 'the Company' means South Wales Specials Limited.
- b) 'the Goods' means the pharmaceutical products or things or any of them described in the Order
- c) 'Customer' means the person or firm who places the Order and who warrants that he or it is a registered Pharmaceutical Chemist and is in possession of a prescription for the Goods written by a Registered Medical Practitioner.
- d) 'Order' means the order placed by the Customer for the supply of the Goods.

**Variation of Terms**

- 2. Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by the Company.

**Delivery & Specification**

- 3. Any time or date for delivery named by the Company is an estimate only and the Company shall not be liable for the consequences of any delay.
- 4. Quotations prices and delivery terms are without engagement and may be subject to variation without notice prior to the Company accepting the Customer's Order either by the issue to the Customer of the Company's acknowledgment and acceptance in writing or upon delivery of the Goods in performance of the Order whichever shall first occur.
- 5. Quantities supplied will be in the nearest multiple of the standard packaging container sizes to the quantities ordered.
- 6. Goods are offered subject to raw materials and production availability. Carriage will be charged at cost for delivery of the Goods to the Customer's registered address.

**Notification and Extent of Claims**

- 7. No claim for damage in transit, shortage of delivery or loss of Goods will be entertained, unless in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the Company within three days of the receipt of goods, followed by a complete claim in writing within seven days of receipt of Goods and in the case of loss of Goods, notice in writing is given to the Company and a complete claim in writing made within seven days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed 'not examined'.
- 8. Notwithstanding anything hereinbefore contained the Company shall not be obliged to accept the return of Goods except in the case of error on the part of the Company. The Company will only consider agreeing to the return of Goods in accordance with the current code of the Association of the British Pharmaceutical Industry. Such Goods as are accepted will be credited at the original invoice price.

**Title/Risk**

- 9. Notwithstanding that risk in the Goods shall pass upon delivery to the Customer, the Goods detailed herein shall remain the property of the Company until such time as full settlement of the cost has been made and until such time, property shall not pass to the Customer, who shall hold and retain the same on a fiduciary basis as the bailee of the Company. In the event that the Customer shall sell or dispose of such Goods before property has passed to the Customer, in such a way as to pass title to a third party, the Customer shall whether such Goods have been sold or otherwise, hold the consideration for such Goods upon trust for the Company.

- 10. Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 11. The Customer shall insure and keep insured the Goods at the full value invoiced by the Company against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company.

**Payment Terms**

- 12. Net payment shall become due on the 28<sup>th</sup> day of the month following the month in which the Goods are invoiced.
- 13. In the event of any delay in payment within the due time the Company reserves the right to charge interest at the rate of 2% per month for every month or part month on the amounts which remain outstanding.
- 14. In the event of any payment being insufficient to discharge the whole of any outstanding account or accounts following delivery of any statement by the Company the Company shall be at liberty to appropriate such payment to such individual invoice or account as they shall elect despite any purported designation by the Customer and irrespective of it.
- 15. In the event of any payment falling overdue by more than 14 days, all sums outstanding for Goods supplied to the Customer by the Company will fall due for immediate payment.
- 16. The Customer will reimburse the Company for all costs and expenses including solicitors costs incurred in the collection of any overdue amount and whether or not legal proceedings are commenced.

**Construction of Law**

- 17. Unless otherwise agreed these conditions and the contract shall be subject to and construed in accordance with English Law.

**Acceptance of these conditions**

Signature .....

Date .....

**Trade References** *(one of which must be a major Pharmaceutical Wholesaler)*  
**(Please provide full name and address)**

Reference 1 .....

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Reference 2 .....

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