

Impact Health Limited Customer Terms and Conditions

Purpose

To outline the roles and responsibilities between Impact Health Limited, (here after known as the company) and the customer, for the purpose of maintaining good distribution practice whilst purchasing and trading products. These terms relate to the provision of storage and distribution of pharmaceutical products and medicinal devices.

1. Compliance-Licensing EU Customers

- a) Trading will not commence until the new customer has provided the company with a copy of a valid WDA along with a valid GDP certificate. Pharmacies, hospitals, and dispensing doctors should provide a letterhead along with registration details relating to the associated government health organisation/department.

2. Compliance-Licensing Non EU Customers

- a) In cases where the customer is based outside the EU, they must provide a valid translated copy of their license to wholesale or permit to trade with the details of the company that carried out the translation.

3. Customer due diligence

- a) Customer due diligence means taking steps to identify and verify that officers and employees of the company are who they say they are.
- b) The company operate in strict compliance with MHRA and EU/GDP guidelines, therefore for an account to be opened with Impact Health Limited, we will carry out further checks on your company and its officers, and will request copies of government issued documents like utility bills, bank statements or passport and or other official documents for verification to confirm that the customer is who they say they are.
- c) In the event that we cannot verify the license/permit to trade, we will request contact details for the person/department in your countries health department or professional body or a web-link of the national database so that we can confirm the validity of your license. Where viable our regulatory persons may visit your licensed site to carry out an audit. This will speed up the application process.

4. Ownership of goods.

- a) Goods are not supplied on a sale or return basis.
- b) All goods are subject to availability - The company reserves the right to limit quantities and is obliged to ensure the continuity of supply of medicinal products to the UK hospitals and pharmacies and as such cannot supply an item where it has become unavailable or in short supply in the UK market.
- c) All goods remain the property of the company until paid in full. Until such payment is received, the quality of those goods shall be maintained by the customer. We reserve the right to uplift goods in the event of non-payment. The company reserves the right to charge interest on overdue accounts at a rate of 10% on outstanding invoices per month to right of recovery. Further goods will not be supplied until such time when all overdue payments are cleared.

5. Exception to ownership of goods

Means any goods that are not registered for the UK market and are ordered as a special request cannot be returned to the supplier. Therefore the customer is liable for the cost of the goods if they have been ordered in error. This includes

- a) Zero discounts goods
- b) Unlicensed medicines, Specials and Parallel Imported products (specifically sourced from outside the UK for the customer.
- c) Refrigerated goods once they have left the European Union
- d) Goods that have been ordered in error by the customer and have left the European Union.
- e) Goods that have been decommissioned for export purposes

6. Pricing

- a) The company reserves the right to amend any prices.
- b) Notice will be given to the customer prior to the goods being sent or collected.
- c) Prices are subject to VAT where applicable and are subject to availability and can be withdrawn or varied without notice. Please note that prices quoted are subject to change.
- d) Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include:

Manufacture API shortages, changed of distribution authorization, manufacture and government imposed quota restrictions, EU Black triangle listing of medicines, adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Errors and omissions accepted.

7. Payment terms

- a) Payment terms will be agreed when the account setup, prior to the collection/dispatch of the goods
- b) In cases where the customer 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 and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- c) It is declared for the avoidance of doubt without prejudice to the generality of the foregoing that the company may recover the Goods by entering the premises of the customer or of any third party where the Goods are stored and repossess the Goods and payment shall become due if:
 - the Customer does, or fails to do, anything which would entitle an administrator or an administrative receiver to take possession of any of its assets and which would entitle any person to present a petition to wind up the Customer and /or
 - the Customer passes any resolution to wind itself up or publishes a notice convening a meeting of its creditors pursuant to section 28 of the Insolvency Act 1986 or any statutory modification or replacement thereof and/or the Customer, if an individual has a bankruptcy order made against it or enters into any agreement for the benefit of its creditors generally.

8. Product recall

- a) In the event of any product recall the client agrees to co-operate fully with the Company in taking all necessary steps to remove the relevant Goods from the marketplace.

9. Claims and Returned Goods

- a) All claims must be immediately reported to the company by email within 3 days of delivery unless goods are refrigerated which need to be reported within 24 hrs of receipt if good. All goods are to be returned, back to the company within 5 days of company authorisation. Goods must be returned back in the original packaging. Upon receipt we will inspect the goods and check batch numbers, expiry dates etc. against our reference notes.

10. Specification of acceptable stock conditions and goods will only be accepted for return for the following reasons.

- a) Goods or packaging are faulty or damaged.
- b) Response to a product or batch recall by manufacturer.
- c) To correct a picking and packing error. (Goods must be returned in a good clean re-saleable condition).
- d) Goods sent in error with shelf life less than that requested by the customer (Goods must be returned in a good clean re-saleable condition)
- e) FMD Fault

11. Specification of stock that is not acceptable for return.

- a) Refrigerated goods - will not be accepted back for credit or replacement unless it is a packing/picking error, and will only be accepted if the Credit Request has been sent within 24 hours of delivery. Any fridge lines that are returned will also require a certificate confirming that the products have been in maintained at the proper temperature whilst in cold chain storage.
- b) Due to regulatory law, Ambient and Refrigerated medicines will not be accepted back for credit once they have left the European Union.
- c) Goods that have left the EU are considered 3rd country medicines and are therefore no longer sellable within the EU.
- d) As of February 9th 2019 FMD became law, and any goods that have been decommissioned for export purposes will not be accepted back for credit once they have been decommissioned, unless relating to manufacturers product recall.
- e) Return of zero/discounted lines - The "company" will not be able to accept for credit any zero/discounted line (as per MHRA/GDP/GMP instruction) returned from customers marked "ordered in error". However we will credit items relating to manufacturers product recall.
- f) Stock must be received in a perfect condition. The company will not accept stock that is received damaged. This includes rips, tears, holes, markings and scuffs of any kind to the packaging. The product must be packaged according to GDP in order to ensure that such damage isn't obtained during transportation. The company reserves the right to refuse any items received in such condition.
- g) Returns via a courier will not be accepted unless valid proof that good distribution practice has been maintained whilst the goods are in the responsibility of the customer and the courier. In accordance with this if the company needs to make collections or deliveries they will do using the designated courier. Cold chain collections/deliveries will be made using the MHRA approved cold chain company.
- h) Any goods must be accompanied with temperature records to confirm that the goods were kept within the MA holders requirements whilst in the customers care and whilst the goods were in transit back to Impact Health Limited's warehouse.

- i) The Company, batch record each single product that enters the warehouse. Returns will only be accepted if the batch details are confirmed at point of claim.

12. Credits and refunds

- a) The value of all successfully returned items will be credited to the account used at time of purchase. Refunds issued where a currency conversion took place for the initial payment then the exchange rate used will be the same as the one used to fund the original payment.

13. Responsibilities of the customer (including transport)

- a) To maintain all aspects of GDP during storage and transportation and protect the stock from risk of damage or theft, risk of contamination.
- b) Should the customer provide their own transport or arrange a third party to collect, the customer will assume responsibility of maintaining good distribution practice guidelines once the stock is collected from the company. Proof that good distribution practice is being maintained should be provided on request. Returns or collections using a courier will not be accepted unless such proof can be provided. The customer should inform the company the arrangements of the collection before the collection is made.
- c) Impact Health Limited reserves that right to include data loggers in shipments to validate and risk assess transport routes. The purpose of this is to ensure that optimal temperatures for the goods are maintained by the courier and the packaging throughout its journey.
- d) For all consignments where the customer arranges collection/transportation, Impact Health Limited requires the documents listed below from the freight forwarding company or from your organisation
 - Airway bill
 - CMR
 - Single Administration document or SAD form (AKA - C88)

14. Delivery of goods

- a) Impact Health Limited will not be liable for any delay in delivery that:
 - b) Is of reasonable length
 - c) Is caused by circumstances referred to in section 6 of the T&Cs
 - d) In the event where the delivery is prevented by, industrial action, manufacturers delay, or restriction by a competent authority, failure by a third party courier and by any circumstance beyond Impact Health Limited's control
 - e) In the event that the company is prevented from delivering the Goods, as soon as possible, the company will notify the customer of the circumstance behind the prevention and will provide a new delivery date, or notify the customer that the order shall be deemed as cancelled.
 - f) Delivery can be withheld by the company in circumstance where as the Customer account is on hold due to exceeding their credit limit, payment terms, or license to trade has expired

15. Changes to the agreement:

- a) The agreement is valid for a period of 3 years from the date of the customer's signature.
- b) All information exchanged between the two parties regarding the consignment remains strictly confidential and will not be passed to third parties without the authorisation of both parties if necessary.
- c) All orders are accepted by the company, subject to the above conditions of sale. The company reserves the right to refuse any order. Errors and omissions accepted

16. Privacy Policy

- a) As of the 25th May 2018, changes have been applied to Data Protection Regulation. As a result of this all companies will be expected to implement and comply with the EU General Data Protection Regulation (GDPR). It requires all companies to obtain explicit consent for any individual whose personal data it intends to hold for business reasons, before it will be permitted to do so.
- b) At Impact Health Limited we take privacy very seriously and believe that close business relationships with all of our clients is the key to success. Impact Health Limited will retain business related information that will include, but not be limited to, information such as your name or email address and business telephone number, purely in relation to your business. The data retained by us will be limited and only ever used for legitimate business reasons. This will enable us to continue to conduct business with yourselves in accordance with the current regulations.
- c) We have not ever and will not ever share your data with a 3rd party for any reason. All data will always be retained securely and processed confidentially to ensure full fairness and transparency manner.
- d) In continuing to do business with Impact Health Limited, you will be deemed to have accepted this condition.
- e) If you no longer consent to have your personal data retained by us and wish to opt out, please email optout@impacth.co.uk, with your name and company name.