

Jolinda **M**edical Supplies Ltd

Importers & Exporters of Pharmaceuticals

27 Oakridge Avenue
Radlett WD7 8EW
United Kingdom

Tel : + 44 (1923) 83 99 99

Tel : + 44 (1923) 83 99 39

e-mail : medicines@jolinda.co.uk

TERMS & CONDITIONS OF SALE PAYMENT NET 30

Any orders or transactions placed by the customer (hereinafter called the 'Customer') with Jolinda Medical Supplies Ltd, (hereinafter called the 'Company'), shall only constitute a contract between the Company and the Customer upon written Order Confirmation of the Company.

The Customer shall be deemed to have accepted the terms and conditions of the Company by placing an Order or accepting delivery of the goods.

1. PRICES & AVAILABILITY

- a) Prices and delivery terms are valid as defined in the written Order Confirmation.
- b) In the event of a shortage in the market or by manufacturer's decision, we cannot be held responsible to supply. The Company will inform the Customer within 14 days upon occurrence.
- c) All goods are subject to VAT at the prevailing rate

2. CARRIAGE

- a) A carriage charge of £25.00 + VAT will be charged on all vaccine cold chain orders under £1500 (ex VAT) unless otherwise arranged for a next day courier delivery service. **It is very important that when goods arrive they are unpacked and refrigerated immediately upon receipt**
- b) Cold chain orders are delivered by Polar Speed refrigerated transport on a next day service between 9am-5pm. If Polar Speed are unable to deliver to the clinic due to the fault of the clinic they will attempt a second delivery next working day but there will be an additional £25.00 + vat delivery charge.
- c) A carriage charge of £10.00 + VAT will be charged on all ambient orders under £500 (ex VAT) unless otherwise arranged for a next day courier delivery service.

3. PAYMENT TERMS

- a) **All invoices will be due for payment net 30 by BACS unless notified in advance that pre-payment is required for special orders. Orders we receive will be dispatched on receipt of the order confirmed in writing via email. If you are ordering an "Unlicensed Medicine" please ensure the clinical need is stated with the signed order and that you accept the medicine is unlicensed. We will send our invoice with the goods and a copy by e-mail when the order is dispatched. The invoice will be due for payment 30 days from the date of the invoice. Please send an email to confirm when payment has been sent to include the invoice number and amount for ease of reconciliation. Your credit limit will initially be £5000.00.**
- b) In the case of non-payment of the account by the date due, we will take appropriate action to recover all debts (Including all professional fees from the Customer)
- c) The Company reserves the right to charge the Customer our banker's interest rate for every month on the amount which remains overdue.
- d) The Company reserves the right to offset any existing or future debts whatsoever incurred to the company by the Customer against the value of any transactions between the Company and the Customer. This will also apply if the Customer is in administration or insolvency, whether known or unknown by the Company.

4. TITLE OF GOODS

- a) Title of the Goods shall remain with the Company until payment of the goods has been received for the said goods.
- b) The Company will be entitled to take possession of unpaid goods if: the Customer has failed to pay for the goods within the agreed timescale, or the Customer shall become insolvent or bankrupt.

5. RETURNS OF GOODS & DELIVERY SHORTAGES

Conditions for returns of goods, which are the subject of complaint, are as follows:

- a) Any stock for return, for whatever reason, must be authorised by the Company in writing.
- b) Goods must be returned within three days of receipt.

*Registered Office: The Business Orchard Consultancy Ltd. 3a Chestnut House,
Farm Close, Shenley, Herts. WD7 9AD*

*Registered in England No.3691473 VAT Registration Number : 460 7013 76
Directors : B J Mickler PhC; M J Mickler*

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- c) Any delivery shortages must be reported by the Customer to the Company on the day of delivery.
- d) Goods returned by the Customer must be returned in the same condition as when they left the Company – if they are not, then they shall be classed as 'defective' where the Customer shall incur all cost for rectifying the situation.
- e) **The Company will not accept returns of refrigerated lines unless subject to a manufacturer recall or if the goods were received in a damaged condition.**

6. NON - DELIVERY

Non-delivery must be notified to the Company by 5pm on the expected delivery date.

7. DATA PROTECTION

We may transfer information about you to our bankers/financiers for the purpose of providing services for the following reasons;

- a) Obtaining Credit Insurance
- b) Making Credit reference agency searches
- c) Credit Control
- d) Assessment and analysis (including credit scoring, product and statistical analysis)
- e) Securitisation
- f) Protecting our interest

A company Director / Partner or Authorised Personnel must complete the section below:

Declaration

I/We am authorised to sign and agree to set up an account with Jolinda Medical Supplies Ltd. with credit payment terms of net 30 from the date of invoice with a credit limit of £5000.00.

I/We confirm that I have read and accept the Terms & Conditions. I understand that these may be amended periodically. I also understand that all orders will be placed on those terms (or any terms later adopted by the Company and notified in writing).

I/We hereby give consent to Jolinda Medical Supplies Ltd to process any personal data provided in the Customer Qualification Account Opening Form and agree that Jolinda Medical Supplies Ltd may use this data in a manner deemed appropriate to administer this account. This may include the exchange of information with credit agencies and other parties for the purpose of opening and monitoring the account and responding to requests for references from third parties.

I /We understand if we wish to order **Unlicensed medicine** for "special needs" of patients or during a UK shortage the order must be confirmed in writing by the prescribing doctor, dentist, nurse/pharmacist independent prescriber or supplementary prescriber responsible for the patients care stating the clinical need on a prescription or signed order on headed note paper.

Signature:

Name:

Position:

Date:

Once we receive this signed document and the Customer Proposal form is verified the credit terms will be activated and your account will be set up for order processing and we will contact you immediately.