

Terms and Conditions

1. Definitions

The term "Supplier" shall mean IPG Pharma Ltd or one of its subsidiary or associated companies. The term "Customer" shall mean the person, firm or company that orders Goods or Services from the Supplier. The term "Goods" includes all Goods covered by the order including but not limited to raw materials, processed materials or fabricated products, machinery or equipment. The term "Service" includes all work to be undertaken and materials to be delivered by the Supplier as set out in the Order.

2. Passing of Property and Risk to the Customer

Title and risk in the Goods and Services shall remain with the Supplier until delivery as specified in the Order, upon which risk shall pass to buyer and beneficial title upon payment in full, with full right of access should Customer be in receivership or the like.

3. The Price

Additional charges incurred by the Supplier due to additional or changed instructions from the Customer may be charged to the Customer. Any delivery terms stated on the order are as defined in Incoterms 2000.

4. Delivery

The Supplier shall use reasonable endeavours to meet Customer delivery dates and shall not be liable for any consequential loss resulting from any late delivery.

5. Cancellation

Orders shall be considered firm. If Customer seeks to cancel an order in full or part, with or without cause, by written notice to the Supplier and Supplier agrees to same in writing, Customer shall pay for Supplier procurement and shipping costs incurred

6. Packaging and Weights

The Goods will be shipped in appropriate container(s) per Supplier specification unless otherwise specified by Customer with Supplier written approval. Supplier weights shall govern unless proven to be incorrect.

7. Sampling and Testing

The Customer (or their representative) shall make an examination and test of Goods delivered hereunder immediately upon receipt in accordance with specifications. Failure of Customer to give notice of any fault within seven (7) days after the receipt of Goods, or such longer time agreed with Supplier in writing, at its facility shall be unqualified acceptance of said Goods.

8. Patent

The Customer indemnifies the Supplier against any claim for infringement of Letters Patent, Registered Design, Trademark or Copyright arising out of delivery, use of or onward sale of any Goods supplied to the Customer. Furthermore, the Supplier assumes no liability for any infringement of patent or other rights. The patent position in the concerned country should be verified by the Customer.

Any such claims shall be notified to the Customer who shall deal with them as he thinks fit to his own expense but with reasonable assistance of the Supplier unless the Customer fails within a reasonable time to take over the claim in which case all costs will be borne by the Customer. The Supplier will not make any admission which might be prejudicial thereto.

9. Indemnity

The Supplier shall use reasonable endeavours not to damage or injure any property or persons and shall satisfy all claims founded on any such damage or injury which arise out of or in consequence of any operations under the Order whether such claims are made by the Customer or by a third party against the Supplier.

10. Secrecy

Any know how, specification or other information of a commercial or technical nature disclosed to the Supplier as a result of the Order shall remain the Customer's property. It will be kept secretly by the Supplier during and after the execution of the order and will not be used or disclosed by him without the Customer's prior written consent save where such use or disclosure is necessary for the proper execution of the Order.

Furthermore, the Supplier will not without written consent from the Customer, publish or consent to publication or otherwise disclose to any third party any information photographs manuals data released to or arising out of the performance of the Order or any other information given or otherwise obtained relating to the Customer's business. Mutatis mutandis shall apply.

11. Force Majeure

Either party shall be discharged from such performance of its obligations which are in connection with the Order if such performance is prevented, prohibited or delayed by circumstances beyond the reasonable control of that party.

12. Warranty

The Supplier will supply goods which are of merchantable quality and conforming to the Supplier's standard specification or to such other specification as shall have been agreed to in writing by the Supplier and Customer. The Supplier makes no warranty, express or implied, of the fitness for a particular use or fit to or in to other products or parts, transformance or otherwise and Customer assumes all risk whatsoever as to the result of the use of the Goods purchased, whether used singly or in combination with substances or in any manufacturing or packing or conversion process.

13. Compliance with Statutes and Regulations

The Supplier will use reasonable efforts to ensure but does not however warrant that the Goods and deliveries thereof and any works undertaken comply with all relevant national and international statutes, regulations and other legal requirements including those relevant to the environment, health safety & welfare.

14. Hazards

The Supplier will inform and keep the Customer informed of all hazards and regulations (statutory or otherwise) which the Supplier knows or believes to be associated with the use, handling, storage, labelling and transport of the Goods and the Supplier will ensure that the relevant consignments are properly marked and labelled with appropriate internationally recognised hazard symbols and that prominent hazard and safety warnings, words and phrases appear in English on all packages and supporting documents.

15. Acceptance

No terms or conditions submitted or referred to by the Customer at any time shall form part of the contract unless specifically agreed in writing by the Supplier. The Goods are deemed to have been accepted by the Customer unless written notice to the contrary is received by the Supplier within 7 days of notified date of delivery of the Goods at the address stated in the Order. Use of the Goods under clause twelve (12) shall not constitute non-acceptance.

16. Payment terms

Standard payment terms are 30 days net unless otherwise stated over leaf. In case of late payment, the Supplier reserves the right to charge the Customer 8% over Bank of England base interest rate per week, absent rejection under clauses seven (7), twelve (12) and fifteen (15) above in line with the Late Payment of Commercial Debts [Interest] Act 1998.

17. Governing Law

The construction, validity and performance of the contract shall be governed in all respects by the Laws of England.