

Terms and conditions of sale for clinical trial customers

1. Contracts

- a) Acceptance by ADAllen Pharma Ltd of 32 Bower Hill Industrial Estate, Epping, Essex CM16 7BN (hereinafter called the 'Company'), of any order placed by the customer (hereinafter called the 'Customer') shall constitute a contract between the Company and the Customer upon and subject to the following Terms and Conditions to the exclusion to the extent permitted by law of all other warranties and conditions expressed or implied by law or otherwise.
- b) The Company will perform the work defined in the agreed Quotation (hereinafter called the "Project") for the Customer and the Customer shall pay for the Project as provided in the agreed Quotation.
- c) The Quotation provided by the Company and these Terms and Conditions supersede any terms and conditions contained in the Customer's purchase order and the Customer shall be deemed to have accepted the Terms and Conditions of the Company by placing the order.

2. Prices and price changes

- a) Prices and delivery terms quoted are without engagement and may be subject to variations without notice.
- b) All goods are subject to Value Added Tax at the prevailing rate.
- c) The Company may revise prices if:
 - i) Any information relating to the quotation and provided by the Customer is inaccurate or incomplete.
 - ii) The Customer revises its instructions, procedures or specification in any way.
 - iii) Unforeseen circumstances affect the work required to fulfil the order.

3. Carriage

- a) All items are quoted excluding shipping and other transport costs which will be passed on to the Customer.
- b) Orders are normally despatched by courier service and the Company undertakes to use its best endeavours to deliver on a specific day.

4. Payment Terms

- a) The Customer shall be invoiced for the Project as provided for in the agreed Quotation.
- b) Payment is due 30 days from the date of invoice. The account will be deemed to be overdue in the event of non-payment by the date due.
- c) In case of non-payment of the account by the due date, further orders may not be fulfilled.
- d) The Company reserves the right to charge the Customer interest at a rate of 4% over Lloyds-TSB plc base rate per month for every overdue month or part month on the amount which remains outstanding.

5. Termination

If the Customer terminates the contract, the Customer shall pay all costs for materials purchased, currency dealing undertaken and services performed by the Company, in regard to the Project, prior to formal notification of termination.

6. Limitation of Liability

Notwithstanding any other provision in the Company's Quotation, in no event shall the Company's liability exceed the total amount paid by the Customer to the Company for the order less any discount and excluding VAT.

7. Title of Goods

- a) Title of the Goods shall remain with the Company until payment for the goods has been received for said goods.
- b) The Company be entitled to retake possession of unpaid goods if:
 - i) The Customer has failed to pay for the same in accordance with the Contract.
 - ii) The Customer shall become insolvent or bankrupt.

ADAllen Pharma Limited

32 Bower Hill Industrial Estate, Epping, Essex CM16 7BN, United Kingdom
Phone +44 (0)1992 566 366, www.adallenpharma.com

8. Return of Goods, Damaged Goods and Shortages

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

- a) Any stock for return, for whatever reason, must first be authorised by the Company.
- b) Goods must be returned within 3 days of receipt and be accompanied by a fully completed 'goods returned form'.
- c) Cold storage goods must be returned within 1 day of receipt and be accompanied by a fully completed 'goods returned form' and proof that storage conditions have been met.
- d) All returns must be in good condition and sent in packaging that maintains the integrity of the products using an appropriate courier.
- e) Any damage or shortages must be reported within 2 days of receipt of the delivery.

A credit note will not be issued unless these criteria are met.

9. Confidentiality

Any information relating to the Company or the Customer, which the other party receives in connection with this Project, shall be confidential. Neither party shall, without the other party's prior written consent, use such information or disclose such information to anyone other than employees, independent contractors or agents of the receiving party or its associates or affiliates who require such information to perform such party's obligations under this Project. This undertaking shall survive for 5 years following completion of this Project and does not relate to information which is:

- a) Already known to the receiving party as evidenced by written records;
- b) Independently developed or discovered by the receiving party without the aid application or use of any item of the disclosing party's confidential information, as evidenced by written records;
- c) In the public domain other than through the fault of the receiving party;
- d) Disclosed to the receiving party by a third party not in breach of a duty of confidentiality owed to the disclosing party; or
- e) Required to be disclosed by law, or court or administrative order; provided that the receiving party first gives prompt notice thereof to the disclosing party.

10. Use and Disposal

The Customer represents and warrants to the Company that all product(s) delivered to the Customer by the Company will be held, used and/or disposed of by the Customer in accordance with all applicable laws, rules and regulations including but not limited to MHRA and other Government directives relating to the conduct of clinical trials.

In addition, the Customer represents and warrants to the Company that all product(s) delivered to the Customer by the Company will be disposed of so that no product will reach any commercial market anywhere in the world.

11. Force Majeure

The Company shall not be liable to the Customer for any failure to perform, loss or damage caused to or suffered by the Customer as a direct or indirect result of supply of the goods or services by the Company being prevented, restricted, hindered or delayed by reason of any circumstances outside the reasonable control of the Company or due to compliance with any regulations, orders, law, or acts of God, lockouts, strikes, embargoes, other industrial action, wars, hostilities, terrorist action, riots, delays or shortages including, without limitation, circumstances affecting the provision of all or any part of the goods by the Company's usual source of supply or delivery.

12. Prior Conduct

These Terms constitutes the entire agreement by the parties relating to the Project. Any previous written acknowledgement, statement or prior understanding between the parties related to the Project is superseded by these Terms. These Terms may not be modified without the Company's prior written consent.

ADAllen Pharma Ltd is licensed by the MHRA to wholesale pharmaceuticals. Licence number WL/13611/1

ADAllen Pharma Limited

32 Bower Hill Industrial Estate, Epping, Essex CM16 7BN, United Kingdom
Phone +44 (0)1992 566 366, www.adallenpharma.com