



## PHARMAXO GROUP STANDARD PURCHASE TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

### 1 Definitions and Interpretation

1.1 In these Terms and Conditions, the following definitions apply:

**Confidential Information** means all information acquired by Supplier concerning Pharmaxo, its business, assets, affairs, operations and the terms of these Terms and Conditions, particularly the Price

**Contract** means as specified in clause 2.2.2;

**Currency** means the currency specified in the Purchase Order;

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**Deliverables** means all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

**Document** means in addition to any document in writing, includes (but is not limited to) any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

**Effective Date** means as specified in clause 2.2.2;

**Goods** means the goods specified in the Purchase Order;

**Intellectual Property Rights** means patents, rights to inventions, copyrights and related rights, trade marks, business names and domain names, rights in get up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply



for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

<b>Key Personnel</b>	means any person specified in the Purchase Order as key personnel or any person who Pharmaxo notifies the Supplier is to be regarded as key personnel during the provision of the Services;
<b>Milestone(s)</b>	means the milestone(s) (if any) specified in the Purchase Order;
<b>Milestone Date(s)</b>	means the date of achievement of Milestones (if any) specified within the Purchase Order;
<b>Notice of Completion</b>	means as specified in clause 5.7;
<b>Order Number</b>	means the unique number specified in the Purchase Order;
<b>Parties</b>	means Pharmaxo and the Supplier;
<b>Pharmaxo</b>	means the specific Pharmaxo Group company identified on the relevant Purchase Order;
<b>Pharmaxo Director</b>	means as specified in clause 22.4;
<b>Pharmaxo Group</b>	means Qualasept Pharmaxo Holdings Limited d.b.a. Pharmaxo and its subsidiaries: <b>(i)</b> Qualasept Limited d.b.a. BathASU; <b>(ii)</b> Pharmaxo Pharmacy Services Limited d.b.a. Pharmaxo Healthcare; and <b>(iii)</b> Corsham Science Limited d.b.a. Pharmaxo Scientific.
<b>Premises</b>	means any land or building where the Goods are to be delivered and/or the Services are to be performed as specified in the Purchase Order or as otherwise notified by Pharmaxo to the Supplier;
<b>Price</b>	means the price for the Goods and/or Services specified in the Purchase Order;
<b>Purchase Order</b>	means an order for the purchase of Goods and/or Services served by a Pharmaxo on the Supplier which includes a description of the Goods and/or Services, the Price and any terms applying to the purchase of the Goods and/or Services which are additional to these Terms and Conditions;
<b>Services</b>	means the services specified in the Purchase Order (and including (but not limited to) any Deliverables to be provided by



the Supplier under the Contract as set out in the Specification);

<b>Specification</b>	means in relation to Goods, any specification for the Goods (including any relevant plans or drawings) provided by Pharmaxo to the Supplier; and, in relation to Services, the description or specification for Services produced by the Supplier and as set out in the relevant Purchase Order (as applicable);
<b>Supplier</b>	means the person, firm or company whose name appears as the addressee in the Purchase Order;
<b>Supplier Code of Conduct</b>	means Pharmaxo's requirements from time to time in relation to the way suppliers conduct their operations, if made available on Pharmaxo's website;
<b>Supplier Dispute Representative</b>	means the representative of the Supplier identified by Pharmaxo;
<b>Supplier IPR</b>	means all Intellectual Property Rights which arise as a result of provision of the Services by Supplier or any sub-contractors (including, by way of example, but not limitation, any copyright in any documentation or designs produced as a result of the Services); and
<b>Terms and Conditions</b>	means these terms and conditions for the supply of Goods and/or Services as amended from time to time.

1.2 In these Terms and Conditions, the following rules of interpretation apply:

- 1.2.1 clause and appendix headings shall not affect the interpretation of these Terms and Conditions;
- 1.2.2 a reference to a statute or statutory provision extends to any amendment or re-enactment of such (and includes any subordinate statute provision also as amendment or re-enacted); and
- 1.2.3 in the event of inconsistency between the terms of these Terms and Conditions and the Purchase Order, the terms of these Terms and Conditions prevail.

## 2 General

- 2.1 The Purchase Order constitutes an offer by Pharmaxo to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions.
- 2.2 The offer shall be deemed to be accepted by the Supplier on the earlier of:



- 2.2.1 the Supplier issuing written acceptance of the Purchase Order;
- 2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order; or
- 2.2.3 if not rejected by the Supplier within 48 hours of receipt of the Purchase Order,  
at which point and on which date a contract (**Contract**) shall become effective  
(**Effective Date**).

2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Subject to clause 14.2, the Contract constitutes the entire agreement between the Parties relating to the supply of Goods and/or Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing, but only to the extent there is not a formal written agreement between the Parties. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

2.5 All of the Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### **3 Supply of Goods**

3.1 The Supplier shall supply the Goods in accordance with the Purchase Order.

3.2 The Goods shall:

- 3.2.1 be to the reasonable satisfaction of Pharmaxo;
- 3.2.2 be fit and sufficient for all purposes for which such Goods are generally used and for any specific purpose made known to the Supplier by Pharmaxo;
- 3.2.3 be supplied in accordance with this Contract;
- 3.2.4 be of the same quality and description as any description and/or sample provided;
- 3.2.5 where applicable, be free from defects in design, materials and workmanship and remain so for a reasonable duration after delivery; and
- 3.2.6 comply with any requirements given on any Specification.
- 3.2.7 be supplied in compliance with:
  - i. all applicable laws and regulations;
  - ii. the terms of all and any licence or consent;
  - iii. Supplier Code of Conduct;
  - iv. Health and Safety Policies; and



v. any other applicable Pharmaxo policies from time to time notified to Supplier.

#### **4 Delivery of Goods**

- 4.1 The Supplier shall deliver the Goods to the address for delivery specified in the Purchase Order.
- 4.2 Where the Supplier requires access to the Premises in order to deliver the Goods:
- 4.2.1 the Supplier shall agree delivery times with Pharmaxo in advance (unless Pharmaxo agrees otherwise);
- 4.2.2 the Supplier shall comply with any rules or security requirements applied by Pharmaxo in relation to access to the Premises.
- 4.3 Except where otherwise agreed by Pharmaxo, delivery of the Goods shall include unloading the Goods at such place and in such manner as Pharmaxo shall reasonably direct.
- 4.4 The Supplier shall deliver the Goods on or (where Pharmaxo agrees) before the date or dates given in the Purchase Order. Unless the Purchase Order provides otherwise, the time of delivery is of the essence in this Contract and any failure to deliver the Goods by the date (or at the time) given in the Purchase Order shall entitle Pharmaxo to give the Supplier notice terminating the Contract with immediate effect.
- 4.5 Without prejudice to Pharmaxo's other rights and remedies under this Contract, property and risk in the Goods shall pass to Pharmaxo on acceptance of delivery.
- 4.6 Any consignment of Goods despatched by the Supplier for delivery to Pharmaxo shall be accompanied by a delivery note prepared by the Supplier marked with the Order Number. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages.
- 4.7 The Goods shall be appropriately packaged and clearly labelled. The labelling and packaging shall comply with any reasonable requirements of Pharmaxo of which the Supplier is aware and with all applicable statutory requirements. In particular, if the packages contain any material which is hazardous, noxious or dangerous this shall be clearly indicated.
- 4.8 Where applicable, the Supplier shall ensure that only full box quantities of the Goods are delivered. The Supplier shall not deliver multiple part boxes in place of full box quantities. Pharmaxo reserves the right to reject any deliveries that do not comply with these requirements, and the Supplier shall, at no additional cost to Pharmaxo, promptly replace any rejected deliveries with Goods that meet the specified requirements.
- 4.9 All packaging shall be considered non-returnable and shall be destroyed or otherwise disposed of by Pharmaxo.
- 4.10 Where some or all of the Goods have been damaged in transit (or have failed to arrive at Pharmaxo after despatch by the Supplier) the Supplier shall either repair or replace the Goods



in question (at sole discretion of Pharmaxo) provided always that:

- 4.10.1 in the case of damage in transit Pharmaxo has informed the Supplier of the damage within 5 days of receiving the Goods; and
- 4.10.2 in the case of non-delivery and where the Supplier has notified Pharmaxo of the intended date of delivery, Pharmaxo has informed the Supplier within 10 days of the notified delivery date that the Goods have not been received.
- 4.11 The Supplier shall permit Pharmaxo to inspect the Goods and shall provide all reasonable assistance to Pharmaxo in undertaking an inspection.
- 4.12 Pharmaxo shall not be deemed to have waived any of its rights under this Contract (and in particular its right to reject the Goods) if Pharmaxo does not carry out an inspection or if Pharmaxo approves the Goods following an inspection.
- 4.13 Pharmaxo may, by written notice to the Supplier, reject any of the Goods which fail to meet the requirements of this Contract.
- 4.14 If Pharmaxo rejects any of the Goods pursuant to this clause, Pharmaxo shall be entitled:
  - 4.14.1 to have the Goods concerned either repaired by the Supplier or (at the choice of Pharmaxo replaced by the Supplier with Goods which comply with this Contract; or
  - 4.14.2 to obtain a refund of any payment it has made to the Supplier.
- 4.15 Any Goods rejected or returned to the Supplier shall be returned at the Supplier's expense.
- 4.16 Where the Purchase Order requires the Supplier to install the Goods at the Premises:
  - 4.16.1 the Supplier shall make no delivery of plant, materials or equipment and shall not commence any installation work without the prior consent of Pharmaxo
  - 4.16.2 the Supplier shall carry out the installation work diligently and with reasonable skill and care;
  - 4.16.3 the Supplier shall comply with Pharmaxo's requirements relating to access to and use of the Premises and shall co-ordinate its work with any other employee or contractor who is carrying out work for Pharmaxo;
  - 4.16.4 the Supplier shall keep the Premises clean and tidy at all times and shall remove all plant and unused materials when the installation work is complete.
- 4.17 Pharmaxo shall have the power at any time during any installation works to give notice to the Supplier requiring:



- 4.17.1 the removal from the Premises of any materials which are hazardous or noxious or not in accordance with the Contract;
- 4.17.2 the substitution of proper and suitable materials; and/or
- 4.17.3 the removal and re-execution of any installation work or any Goods which are not in accordance with the Contract.

## **5 Supply of Services**

- 5.1 The Supplier shall provide the Services in accordance with the Purchase Order.
- 5.2 In performing the Services the Supplier will be an independent contractor and nothing in the Contract shall render the Supplier, or any of its staff, an employee, worker, agent or partner of Pharmaxo and the Supplier (and shall procure that anyone providing the Services) shall not hold itself out as such.
- 5.3 The Supplier shall perform the Services:
  - 5.3.1 to the reasonable satisfaction of Pharmaxo;
  - 5.3.2 with the level of care, skill and diligence that would be expected of an expert in their field and in accordance with the industry standards and best practices, techniques, methods and standards which apply to the industry;
  - 5.3.3 so that they are fit for the intended purpose expressly made known to the Supplier, or which could and/or should reasonably have been inferred by the Supplier; and
  - 5.3.4 be of the same quality and description as any description and/or sample provided;
  - 5.3.5 in a proper and workmanlike manner;
  - 5.3.6 in accordance with this Contract;
  - 5.3.7 using the appropriate number of staff (with all such staff having the appropriate skills, qualifications and experience);
  - 5.3.8 in such a manner as not to cause any disruption, delay or interference to Pharmaxo, or any other Suppliers, consultants or third parties engaged by Pharmaxo. Supplier shall co-operate and co-ordinate with such other parties and comply with any reasonable instructions or directions given by Pharmaxo in relation to the delivery of the Services in relation to such co-operation and co-ordination;
  - 5.3.9 in compliance with:
    - i. all applicable laws and regulations;
    - ii. the terms of all and any licence or consent;
    - iii. Supplier Code of Conduct ;



iv. Health and Safety Policies; and

v. any other applicable Pharmaxo policies from time to time notified to Supplier.

5.4 The Supplier will complete each Milestone (if any) by the respective Milestone Date and reach completion of the Services by the Date of Completion. Time is of the essence for all times, dates and periods specified in this Contract.

5.5 The Supplier will immediately notify Pharmaxo of any event or issue (actual or anticipated) that will or is likely to delay or impede the performance of the Services and/or delay any Milestone and/or the Date of Completion. Such notification shall not discharge any obligation of Supplier to meet its obligations under this Contract, including but not limited to, any Milestone Date and/or the Date of Completion.

5.6 If Supplier fails to meet any of the Milestones and/or the Date of Completion, Supplier will, at the request of Pharmaxo (and without prejudice to any other rights or remedies that Pharmaxo may have), provide all such additional resource as is necessary to fulfil Supplier's obligations, in accordance with this Contract as expeditiously as possible. The provision of such additional resource notification shall not discharge any obligation of Supplier under this Contract, including but not limited to meet any Milestone and/or the Date of Completion.

5.7 When all Milestones (if any) and the Services have been completed, Supplier will notify Pharmaxo in writing that it has completed the Services. Pharmaxo will then assess completion, in accordance with this Contract (and any specific criteria set out in the Specification) and if Pharmaxo is satisfied that completion has been achieved, Pharmaxo will issue a notice of completion (**Notice of Completion**).

5.8 The Supplier shall remove and/or re-execute (at the sole discretion of Pharmaxo) any work that has been rejected by Pharmaxo.

5.9 Pharmaxo may require the immediate removal from the Premises anything delivered by the Supplier which, in the reasonable view of Pharmaxo, is hazardous or noxious. The Supplier shall comply with any such request at its own expense.

## **6 Supplier's Personnel**

6.1 The Supplier shall make Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of Pharmaxo.

6.2 Where requested by Pharmaxo, the Supplier shall provide Pharmaxo with a list of the names of any person being used to provide the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence (such as qualifications and experience) as Pharmaxo may reasonably require.

6.3 The Supplier shall comply with any notice reasonably given by Pharmaxo stating that a person named in the notice is not to be involved any further in the provision of the Services. The Supplier shall replace any such person with someone of equivalent skills and qualifications.



## **7 Pharmaxo's Obligations**

7.1 Pharmaxo shall:

7.1.1 provide the Supplier with reasonable access at reasonable times (which Pharmaxo will confirm to Supplier and may change from time to time) to the Premises for the purpose of delivery of the Goods and/or providing the Services; and

7.1.2 provide such information as the Supplier may reasonably request for the provision of the Goods and/or Services and Pharmaxo considers reasonably necessary for the purpose of providing the Goods and/or Services.

## **8 Charges and Payment**

8.1 The Price for the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise specified in the Purchase Order. No extra charges shall be effective unless specified in the Purchase Order.

8.2 The Price for the Services shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed specified in the Purchase Order, the Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice Pharmaxo on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Pharmaxo on completion of the Services. Each invoice shall include such supporting information required by Pharmaxo to verify the accuracy of the invoice.

8.4 The invoice issued by Supplier shall be in the Currency and shall include: (i) the Order Number; (ii) itemised service tax; (iii) supporting information; and (iv) bank account and sufficient details to enable payment.

8.5 Pharmaxo shall pay undisputed invoices within 30 days from the end of the month in which it is received.

8.6 Pharmaxo will only pay Supplier in the Currency.

8.7 Pharmaxo will not, in any event, pay for works or materials that are not executed or used.

8.8 Unless specified in the Purchase Order, the Price is exclusive of amounts in respect of services tax (VAT or similar). Pharmaxo shall, on receipt of a valid service tax (VAT) receipt and invoice from Supplier, pay to Supplier any additional amounts in respect of the service tax (VAT) as are chargeable on a supply of Services.

8.9 If Pharmaxo fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that Pharmaxo disputes in good faith.



8.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Pharmaxo to inspect such records at all reasonable times on request.

8.11 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Pharmaxo in order to justify withholding payment of any such amount in whole or in part. Pharmaxo may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier under any contract against any amount payable by Pharmaxo to the Supplier under any contract.

## **9 Intellectual Property Rights**

9.1 Supplier shall assign to Pharmaxo absolutely with full title guarantee all Supplier IPR. Supplier shall take all such action as Pharmaxo may from time to time require (which includes executing documentation) as may be required for the purpose of giving full effect to this assignment.

9.2 Supplier shall ensure that Supplier IPR does not infringe any third-party Intellectual Property Rights.

## **10 Health and Safety**

10.1 The Supplier warrants and represents that:

10.1.1 it has satisfied itself that all necessary examinations have been made prior to delivery of the Goods to ensure that the Goods are designed and constructed so that they can be used without risk to health and safety; and

10.1.2 that it has made available to Pharmaxo adequate information about any conditions necessary to ensure the Goods can be used safely and without risk to health.

10.2 The Supplier shall indemnify Pharmaxo against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which Pharmaxo may incur as a result of or in connection with any breach of clause 10.1.

10.3 The Supplier will provide to Pharmaxo :

10.3.1 notification any health and safety hazards that may arise in connection with the performance of this Contract; and

10.3.2 method statements and/or risk assessments as required for performance of the Services, such to be subject to written approval by Pharmaxo prior to commencement of the Services

10.4 Pharmaxo shall notify the Supplier of any health and safety hazards which may exist or arise at the Premises, and which may affect the Supplier. The Supplier shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

## **11 Confidentiality and Marketing**



- 11.1 Supplier must not disclose any Confidential Information.
- 11.2 Supplier must not refer to the Goods and/or Services (as applicable), this Contract and/or Supplier’s involvement with the Goods and/or Services or this Contract, or otherwise refer to Pharmaxo in any external or marketing communications, except where Pharmaxo has given prior written consent to do so.

**12 Insurance**

- 12.1 Supplier has the insurances in place and at the levels set out below:

Employer’s compulsory insurance	£5 million (for each and every occurrence)
Public liability insurance	£5 million (for each and every claim)
Contractors All Risk insurance	£5 million (for each and every claim)
Professional Indemnity insurance	£2 million (for each and every claim)

**13 Indemnity**

- 13.1 Supplier shall indemnify keep indemnified and hold harmless Pharmaxo against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) howsoever arising suffered or incurred by Pharmaxo out of or in connection with:

- 13.1.1 any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, use or supply of the Services (excluding the Customer Materials);
- 13.1.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with Supplier’s provision of the Services; and
- 13.1.3 any claim made against Pharmaxo by a third party arising out of or in connection with the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by Supplier.

**14 Change Control**

- 14.1 There shall be no change to the amount of or description of the Goods and/or Services or the Price unless Pharmaxo has issued a new purchase order in substitution for the Purchase Order. These Terms and Conditions shall apply to any new purchase order and the new purchase order shall become the “Purchase Order” for the purpose of this Contract from the moment it is received by the Supplier.
- 14.2 This Contract may not be varied or amended unless the variation or amendment is in writing



and agreed by both Pharmaxo and the Supplier.

**15 Assignment and Sub-contracting**

- 15.1 Pharmaxo may assign its obligations under this Contract without Supplier's prior written consent.
- 15.2 Supplier must not assign or transfer any obligations under this Contract.
- 15.3 Supplier may only sub-contract performance of the Services (or any part of the Services) with Pharmaxo's prior written consent. Any sub-contracting will not relieve Supplier of its responsibilities and obligations to Pharmaxo in accordance with this Contract. Supplier will ensure that all sub-Suppliers comply with the Health and Safety Policies, Supplier Code of Conduct and all applicable laws and regulations.

**16 Third Party Rights**

- 16.1 No one, other than a party to this Contract, shall have any right to enforce any of its terms. The operation of the Contracts (Rights of Third Parties) Act is excluded.

**17 Suspension of Services, Breach and Termination**

- 17.1 Pharmaxo may suspend Supplier's provision of Services at any time immediately on written notice to Supplier. Supplier shall resume the provision of Services on Pharmaxo's written notice to Supplier.
- 17.2 Pharmaxo may terminate this Contract at any time immediately on written notice to Supplier.
- 17.3 In the event of a breach by Supplier of any obligation under this Contract which, in the opinion of Pharmaxo, is remediable, Pharmaxo may by written notice to Supplier at any time, require Supplier to remedy such breach within the timescale specified by Pharmaxo to Supplier in that notice. If Supplier fails to remedy such breach within the specified timescale, Pharmaxo may (at its sole discretion):
  - 17.3.1 extend the period for rectification by written notice to Supplier; or
  - 17.3.2 terminate this Contract with immediate effect without the requirement for any further notice.
- 17.4 In the event of a material breach by Supplier of any obligation under this Contract which, in the opinion of Pharmaxo, is non-remediable, Pharmaxo may by written notice to Supplier at any time terminate this Contract with immediate effect.
- 17.5 Pharmaxo may terminate this Contract with immediate effect by giving Supplier written notice if:
  - 17.5.1 Supplier suspends, or threatens to suspend, payment of debts or is unable to pay debts as they fall due or admit inability to pay debts or (being a company or limited liability partnership) is deemed unable to pay their debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the



satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or if you are an individual you are deemed either unable to pay your debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the IA 1986 or if you are a partnership have any partner to whom any of the foregoing apply;

- 17.5.2 Supplier commences negotiations with all or any class of Supplier's creditors with a view to rescheduling any of their debts, or makes a proposal for or enters into any compromise or arrangement with any of their creditors;
- 17.5.3 Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 17.5.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Supplier's winding up (being a company, limited liability partnership or partnership);
- 17.5.5 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over Supplier (being a company, partnership or limited liability partnership);
- 17.5.6 the holder of a qualifying floating charge over Supplier's assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 17.5.7 a person becomes entitled to appoint a receiver over all or any of Supplier's assets or a receiver is appointed over all or any of Supplier's assets;
- 17.5.8 a creditor or encumbrancer of Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Supplier's assets and such attachment or process is not discharged within 14 days;
- 17.5.9 Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of Supplier's business;
- 17.5.10 Supplier's financial position deteriorates so far as to reasonably justify the opinion that Supplier's ability to give effect to the terms of this Contract is in jeopardy;
- 17.5.11 any event occurs, or proceeding is taken, with respect to Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.5.1 to 17.5.10 (inclusive); or
- 17.5.12 Pharmaxo considers that Pharmaxo's brand or reputation could be damaged if Pharmaxo continues to engage Supplier.

- 17.6 In the event of notice of termination, Supplier must co-operate with Pharmaxo to bring all work to an orderly conclusion and shall, as soon as is practicable (and in any event, within three



days of termination, provide Pharmaxo with all documentation and data related to the Services. If Pharmaxo requires, Supplier will (at Supplier's expense) co-operate with any subsequent supplier that Pharmaxo appoints to ensure expeditious and effective transition to complete the Services.

- 17.7 Subject to clause 17.8, Pharmaxo will not be liable to Supplier for:
- 17.7.1 any costs, expenses, disbursements or losses, any loss of profit, fees, chance or similar or any indirect or consequential losses arising out of the termination of this Contract (including, but not by limitation, arising out of Pharmaxo's termination of this Contract); and
  - 17.7.2 any payment for Good and/or Services delivered after the date of termination.
- 17.8 If this Contract is terminated in accordance with clause 17.2, Pharmaxo shall pay Supplier for the Services provided until the date of termination on a pro-rated basis and for all costs committed to any third parties which were agreed by Pharmaxo in writing before they were incurred.
- 17.9 Termination will not affect either Pharmaxo's or Supplier's accrued rights under this Contract. Certain provisions also survive termination or expiry of this Contract (including clauses: and any relevant appendices referenced in these clauses: 1, 9, 12, 13, 20 and 23).
- 17.10 Upon termination of this Contract by Pharmaxo, under clause 17.2 or 17.4 Pharmaxo may require Supplier to pay for Pharmaxo's costs of procuring a replacement Supplier to carry out and complete the Services where these costs exceed the amount of the Price. Pharmaxo may deduct any such amount from any amount payable to Supplier under this Contract (and if any amount is left outstanding, Pharmaxo may claim it as a debt due from Supplier upon which Pharmaxo may charge interest at the rate detailed in clause 8.9).

## **18 Consequences of Termination**

- 18.1 On termination of the Contract or any part of it for any reason:
- 18.1.1 where the Services are terminated, the Supplier shall immediately deliver to Pharmaxo all Deliverables, whether or not then complete, and return all Pharmaxo Materials. If the Supplier fails to do so, then Pharmaxo may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
  - 18.1.2 the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **19 Waiver and Cumulative Remedies**

- 19.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be



deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 19.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **20 Notices**

- 20.1 Any notice under or in connection with this Contract must be sent to the relevant party using the contact details for Pharmaxo specified in the Purchase Order and Supplier's address specified in the Purchase Order (or such other contact details as either party may, from time to time, notify to the other in writing).

- 20.2 A notice or communication shall be deemed to have been received 3 days after posting in the case of first-class delivery and 5 days after posting in the case of second-class delivery unless the receiving party proves otherwise.

## **21 Data Protection**

- 21.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation.

## **22 Dispute Resolution**

- 22.1 If a Dispute arises, the Parties shall follow the procedure set out in this clause.

- 22.2 In the event of a Dispute, the Parties shall act in good faith and promptly to attempt to result the Dispute.

- 22.3 Either Party shall give to the other a Dispute Notice, together with relevant supporting documents. On service of the Dispute Notice, both Parties shall attempt in good faith to resolve the Dispute.

- 22.4 If both Parties are for any reason unable to resolve the Dispute within ten days of service of the Dispute Notice, the Dispute shall be referred to the Director of Pharmaxo nominated by Pharmaxo (**Pharmaxo Director**) and Supplier Dispute Representative who shall attempt in good faith to resolve it.

- 22.5 If Pharmaxo Director and Supplier Dispute Representative are for any reason unable to resolve the Dispute within 20 days of it being referred to them, where Pharmaxo requests, the Parties shall enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within ten days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give a Mediation Notice. A copy of the Mediation Notice should be sent to CEDR and subject to clause 22.4, unless otherwise agreed between the Parties, the mediation will start not later than five days after the date of the Mediation Notice.



22.6 Nothing prescribed in clauses 22.1 to 22.4 (inclusive) shall prevent the Parties commencing or continuing court proceedings at any time.

**23 Choice of law and jurisdiction**

23.1 This Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.