

# TERMS AND CONDITIONS

## 1) DEFINITIONS

"Seller" means GlaxoSmithKline Consumer Healthcare (Ireland) Limited of 12 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.  
"Buyer" means the person, firm, or company offering to purchase goods from the Seller.  
"Goods" means the articles or things described in the Order.  
"Order" means an order for Goods placed by the Buyer with the Seller.  
"Restricted Information" means any information which is disclosed to the Buyer by the Seller in connection with the Order whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such.  
"Ireland" means the Republic of Ireland.

## 2) GENERAL

a) These Terms and Conditions apply to all Orders for purchases of Goods by the Buyer from the Seller from time to time and exclude any terms and conditions, standard or otherwise, of the Buyer or implied by trade, custom, practice or course of dealing (including in particular any terms and conditions on the Buyer's contract or order form). Any change or addition to these Terms and Conditions or further representation in respect of the Goods shall have no effect unless made in writing signed by a duly authorised employee of the Seller. Nothing in these Terms and Conditions will exclude or limit the Seller's liability for fraudulent misrepresentation. These Terms and Conditions supersede any previous agreement between the Buyer and the Seller.  
b) There shall be no contract between the Seller and the Buyer, until the Order is accepted in writing by the Seller by means of the issue of the Seller's dispatch note in respect of the Goods which the Buyer has offered to purchase.

c) THE CONTRACTUAL RIGHTS WHICH THE BUYER ENJOYS BY VIRTUE OF SECTIONS 12, 13, 14 AND 15 OF THE SALE OF GOODS ACT, 1893 (AS AMENDED) ARE IN NO WAY PREJUDICED BY ANYTHING CONTAINED IN THESE TERMS AND CONDITIONS SAVE TO THE EXTENT PERMITTED BY LAW.

d) Words and expressions defined in the Sale of Goods Acts, 1893 and 1980 shall, when used in these Terms and Conditions, save where the context otherwise requires, bear the same meaning as therein.

e) Offers to purchase Goods will not be accepted for less than 50 cases or such other minimum quantity as published or expressly stated by the Seller in writing.  
f) Goods will only be supplied in multiples of standard packs.

## 3) STATUS

a) Those medicinal products containing controlled drugs are sold to wholesalers on the understanding that they are holders of a Wholesale Distribution Authorisation under the Medicinal Products (Control of Wholesale Distribution) Regulations, 2007 and are registered with the HPRRA in accordance with the Misuse of Drugs Act 1977, as amended; and to retailers on the understanding that they are lawfully conducting a retail pharmacy business.  
b) Those medicinal products listed for 'Supply through pharmacies only' on the HPRRA website are sold to wholesalers on the understanding that they are holders of a Wholesale Distribution Authorisation under the Medicinal Products (Control of Wholesale Distribution) Regulations, 2007 and to retailers on the understanding that they are lawfully conducting a retail pharmacy business.  
c) Those medicinal products listed for 'Supply through non-pharmacy outlets' on the HPRRA website are sold to wholesalers on the understanding that they are holders of a Wholesale Distribution Authorisation under the Medicinal Products (Control of Wholesale Distribution) Regulations, 2007  
d) Medicinal products are sold to online retailers on the understanding that they display the Common Logo on their website and are entered in the Internet Supply List of the country from where the website is operated under the Falsified Medicines Directive (2011/62/EU).]

## 4) TRANSFER OF OWNERSHIP

a) The legal and beneficial title to the Goods shall transfer from the Seller to the Buyer upon delivery of the Goods to the Buyer (or collection of the Goods by the Buyer, as relevant).  
b) In certain instances, the Seller may sell Goods to the Buyer on pallets or in refundable crates and/or bottles. At all times the said pallets, crates and bottles shall remain the property of the Seller and an additional sum shall be charged by the Seller in respect of such pallets, crates or bottles which sum will be repaid to the Buyer on return of such pallets, crates and bottles.

## 5) DELIVERY

a) Any time or date quoted for delivery is an estimate only and the Seller shall not be liable for any loss or damage arising from any delay in the delivery of the Goods, nor shall delay in delivery entitle the Buyer to reject the Goods unless such delay exceeds 14 days otherwise than as a result of the Buyer's fault.  
b) The Seller shall not (except as provided in Clause 7), be liable to the Buyer for any loss or damage

arising from non-delivery of the Goods, whether in respect of the whole or part of the Goods.

c) The Seller may deliver the Goods in one or more instalments and in such a case each instalment shall be treated as a separate contract. Failure by the Seller to make a delivery of any instalment shall not entitle the Buyer to reject the remaining instalments.

d) If the Seller delivers to the Buyer a quantity of Goods up to 10% more or less than the quantity specified in the Order, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay the price as adjusted in proportion with the quantity of Goods delivered.

e) Provided that deviations in quantity due to breakages or shortage are noted on the Seller's dispatch note at the time of delivery, the Seller shall at its option either supply further Goods to the Buyer or issue credit to the Buyer so as to remedy the deviation.

f) If the Buyer will not accept delivery of any Goods (otherwise than where the Buyer is entitled to reject the Goods and has notified the Seller of this) or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, licences or documents:

i) risk in the Goods will pass to the Buyer upon the due date for delivery; and  
ii) the Seller may dispose of the Goods or store the Goods until delivery and the Buyer shall reimburse the Seller for all related costs including storage.

## 6) RISK

a) Subject to clause 5(f), the Buyer shall carry all risk of loss of and/or damage to the Goods from the delivery of the Goods to the stipulated place of delivery, which event shall constitute delivery to the Buyer. If the Goods are collected by the Buyer from the Seller's premises, the risk in the Goods shall pass to the Buyer when they are loaded on the vehicle of the Buyer or his carrier or other agent.

## 7) LOSS OR DAMAGE

a) The Buyer shall take all reasonable measures for the purpose of averting or minimising loss of Goods. The Buyer shall:

i) inspect the Goods immediately on delivery and shall notify the carrier immediately of any lost or damaged Goods or any shortfall in delivery compared to the carrier's copy of the delivery note for the Goods.

ii) apply immediately for a survey by the carrier's representative if any loss or damage is apparent to the Goods or there is any shortfall in delivery compared to the carrier's copy of the delivery note for the Goods.

iii) record any loss or damage to, or shortfall in delivery of, the Goods on the carrier's copy of the dispatch note for the Goods.

iv) notify the Seller in writing of any non-delivery of, or loss or damage to, the Goods within three (3) days of the delivery or, in the case of damage not apparent on inspection, within three (3) days of the date on which the Buyer discovers or ought to have discovered the damage.

b) The Buyer shall not be entitled to reject any Goods or make any claim in relation to a shortfall in delivery pursuant to clause 7(a) where such rejection or claim has not been notified to the Seller within the above time limits.

## 8) PRICES

a) Unless otherwise agreed to in writing, all prices shall be as specified in the Seller's price list current on the date of acceptance of the Order by the Seller and shall be exclusive of VAT and any other duties or tax payable which is additional to the price and payable by the Buyer.

b) The Seller reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increase in the costs to it of materials, labour and services or of any currency fluctuations which increase the costs to it of Goods imported into Ireland.

c) The prices payable for Goods apply to Ireland only. Unless otherwise stated, the price includes the cost of delivery to the Buyer's address as agreed between the Seller and the Buyer, and insurance in transit.

## 9) TERMS OF PAYMENT

a) Payment shall be made to the Seller upon delivery of the Goods. In the event of the Buyer being given credit by the Seller, then payment of invoices in respect of deliveries within any month or, where the Buyer has a four (4) week trading period within any such period, will be due at the Seller's office at 12 Riverwalk, Citywest Business Campus, Dublin 24, Ireland by the 25<sup>th</sup> day of the month following the month of delivery. All invoices, statements and credit notes are inclusive of VAT and other applicable taxes and will not be subject to any further discount. No payment shall be deemed to have been made until the Seller has received cleared funds. The Buyer shall make all payments due without deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

b) The Seller reserves the right to charge the Buyer interest on overdue payments calculated on the day-to-day balance at a rate of 5% per annum above the

base rate from time to time of The Central Bank or a rate equivalent to the rate of statutory interest payable by the Seller on overdraft borrowings. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments, and thereby compounded, from time to time as the Seller may determine. A statement from the Seller as to the rate of interest applicable under this paragraph shall, in the absence of manifest error, be conclusive.

c) If payment is not made in accordance with these Terms and Conditions, or if at any time the credit standing of the Buyer has, in the opinion of the Seller, been impaired, the Seller may refuse delivery of any further Goods until arrangements as to payment or credit have been established to the satisfaction of the Seller.

d) Nothing in this clause shall be taken as limiting the Seller's rights under clause 11.

## 10) REMEDIES AND LIMITS ON LIABILITY

a) If by reason of any defect in the Goods there shall be a breach of any implied condition or warranty applicable thereto, the Seller shall at its option either replace the Goods or issue credit to the Buyer, provided that:

i) the Seller is notified in writing within 7 days of the discovery of any such defects by the Buyer and in any event not later than 30 days after purchase;

ii) the relevant Goods are returned to the Seller at the cost of the Buyer;

iii) examination of such Goods by the Seller shall disclose to its satisfaction that the defect existed at the time of delivery or that a breach of an implied condition or warranty shall have occurred as aforesaid, and in particular that the Goods shall not have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Seller; and  
iv) the Buyer shall pay to the Seller the cost (as stated by the Seller) of any examination of the Goods as a result of which the Seller does not admit liability.

b) The Seller shall not be liable for any (i) losses that were not caused by any breach on its part (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses, as may be suffered by the Buyer; and in no event will the Seller be liable to the Buyer for any amount in addition to the return of any moneys paid by the Buyer to the Seller for Goods. This provision shall not exclude or restrict the Seller's liability for death or personal injury arising from its negligence.

c) The Seller's liability shall be limited to a period of one year from the date of receipt of the Goods by the Buyer.

d) The Buyer shall not reject any Goods or cancel or purport to cancel the contract or any part of it because of any alleged default unless and until the Seller shall have failed to correct such alleged default within thirty days of written notice specifying the default.

## 11) DEFAULT BY BUYER

a) If the Buyer ceases to trade for any reason, fails to comply with any term of the contract (including stipulation as to payment), commits an act of bankruptcy, is unable to pay its debts as they fall due, makes an arrangement or composition with creditors, suffers any distress or execution, resolves or is ordered to be wound up or has a receiver appointed, or suffers an analogous proceeding, then:

i) all sums outstanding in respect of the Goods shall become payable to the Seller immediately;

ii) the Seller shall have the right (without prejudice to any other remedies) to repossess and use the Goods. For this purpose, the Seller may enter any premises or vehicles owned, occupied or controlled by the Buyer where the Goods are reasonably thought to be, to remove them and the Buyer gives the Seller irrevocable authority to enter its premises or vehicles without notice;

iii) any rights of the Buyer to sell, dispose of, deal or in any way use the Goods shall immediately cease; the Seller shall have the right to cancel any uncompleted orders and withhold or suspend delivery of further Goods;

iv) all other monies whatsoever owing by the Buyer to the Seller shall immediately become due and payable.

b) In the event that the Seller exercises any rights it may have to stop Goods in transit because of the Buyer's financial condition, the Seller may at its option resell such Goods at public or private sale without notice to the Buyer and without affecting the Seller's rights to hold the Buyer liable for any loss or damage caused by breach of contract by the Buyer.

## 12) SUPPLEMENTARY TERMS

a) The Seller (at its discretion) may apply terms supplementary to these Terms and Conditions which may make provision for discounts or rebates of different amounts on the price of Goods sold on the basis of:

i) the different functions in relation to the sale and distribution of the Goods performed by buyers of the Goods;

ii) product or group product purchases for "in-store" promotions or other promotional activities;

iii) purchases in excess of agreed amounts or values.

## 13) FORCE MAJEURE

The Seller shall not be under any liability of whatever kind for non-performance in whole or in part of its obligations under the contract due to causes beyond the control of the Seller or beyond the control of the Seller's suppliers including, but not limited to, war (whether any actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, acts of the Buyer or a third party, failure or delay in transportation, acts of any Government or any agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Seller or the Seller's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event, the Seller may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such causes.

## 14) ASSIGNMENT

The Buyer shall not assign or transfer or purport to assign or transfer to any other person the contract or the benefit thereof or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof or relating to the Goods.

## 15) HEADINGS

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.

## 16) WAIVERS

A waiver by the Seller of any of the foregoing conditions shall not constitute a general waiver or such condition.

## 17) WARRANTIES

a) The Seller warrants that the Goods supplied comply with all applicable statutory requirements and regulations presently in force in Ireland but not outside it.

b) The Seller does not warrant the suitability of Goods for storage or use outside Ireland.

## 18) STATUTORY REGULATIONS

The Buyer must ensure that all containers used to store, consign, carry and deliver or sell the Goods are labelled in accordance with all statutory and other regulations for the time being in force. The Seller shall have no liability to the Buyer in respect of any loss or damage to the extent that such loss or damage arises because the Buyer failed to comply with this clause or otherwise failed to follow the Seller's instructions as to the storage or use of the Goods.

## 19) INTELLECTUAL PROPERTY

a) The Buyer shall not infringe any patent, trade mark, trade name, registered design, copyright or any other intellectual property belonging to the Seller and relating to the Goods or any other things supplied by the Seller with or in relation to the Goods. Use of containers bearing a registered trademark for goods other than those associated with such trade marks is an infringement of the Consumer Information Act 1978.

b) If the Seller makes any changes to any Goods at the request of the Buyer, the Buyer shall indemnify the Seller against all claims, costs and liabilities arising from any resultant infringement of a third party's intellectual property rights.

## 20) CONFIDENTIALITY

The Buyer shall at all times keep all Restricted Information confidential and not disclose any Restricted Information to any person unless such Restricted Information is or becomes public knowledge through no fault of the Buyer or it can be shown to the reasonable satisfaction of the Seller that such Restricted Information was known to the Buyer before it was disclosed by the Seller.

## 21) SEVERABILITY

Any provision of these Terms and Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Terms and Conditions.

## 22) REPORTING

If the Buyer becomes aware of any issue relating to the health or wellbeing of a consumer following use of the Goods, the Buyer shall inform the Seller as soon as is reasonably possible. The Buyer can call the Seller on 1800 441 442 or email customer.relations@gsk.com to report any such issues.

## 23) ANTI-BRIBERY

The Buyer shall comply fully with all applicable laws and regulations, including but not limited to applicable anti-corruption laws of the territory in which the Buyer conducts business with the Seller.

## 24) GOVERNING LAW

This contract shall be governed and construed in all respects in accordance with the laws of Ireland.