



TERMS AND CONDITIONS OF SALE

INTRODUCTION

1. The Term 'Buyer' shall mean any person or organisation placing an order for goods with Aspire Pharma Limited.
2. These conditions of sale supersede all prior terms and conditions that may have been in force and are subject to change without notice.
3. All orders are subject to acceptance by Aspire Pharma Limited and are governed solely by these conditions of sale.

MINIMUM ORDER VALUE

4. Any single order received by Aspire Pharma Limited shall be for a minimum order value of £75 (excluding VAT). Orders below the minimum order value will result in an administration charge of £20 + VAT being added to the invoice.

PAYMENT

5. Please see your invoice for the payment due date. Aspire Pharma Limited reserves the right to charge the Buyer interest at 3% above the Bank of England base rate per month (or part thereof) on all overdue amounts.

TITLE

6. Goods supplied by Aspire Pharma Limited remain the property of Aspire Pharma Limited until payment from the Buyer in cleared funds has been received in full. Aspire Pharma Limited reserves the right to enter a Buyer's property to recover goods where payment is not received.

QUALITY

7. Aspire Pharma Limited is not responsible for any goods which have been tampered with in any way or are dispensed outside of Aspire Pharma Limited's original or approved packaging.

RETURNS & CREDITS

8. Goods will not be accepted for return without the previous written authorisation of Aspire Pharma Limited.
9. Goods may only be returned by the Buyer.
10. Credit for returned goods from premises covered by a current Wholesale Dealer's Licence will only be considered within 21 days from the despatch date from Aspire Pharma's warehouse facility, and upon provision of a signed declaration of storage from the Responsible Person at the licensed premises.
11. Credit for returns from premises without a Wholesale Dealer's Licence will only be considered within 5 days from the despatch date from Aspire Pharma's warehouse facility and upon provision of a signed declaration of storage by an authorised individual.
12. Credit for returned goods will only be considered if the Buyer requests Aspire Pharma Limited to collect the goods. The returned goods must be in the condition as originally supplied by Aspire Pharma Limited i.e. no packages, pallets or containers opened, nor contents partly used, and no seals or labels broken, damaged, marked or defaced.
13. Claims in respect of non delivery, short delivery or goods damaged upon delivery must be submitted to Aspire Pharma Limited via email to orders@aspirepharma.co.uk, or by phoning 01302 553070, quoting our Despatch Note number, within five (5) days of our invoice date. Claims from un-licensed premises (e.g. hospitals and pharmacies) will require a signed declaration of storage from an authorised individual before goods can be uplifted and full credit provided. In respect of claims for damaged goods, the Buyer must have signed the carrier's delivery documentation "contents un-examined".
14. All other claims for credit must be in writing via email to info@aspirepharma.co.uk, stating Aspire Pharma Limited's invoice number.
15. Goods subject to a recall will be credited in full.

FORCE MAJEURE

16. Deliveries may be totally or partially suspended by Aspire Pharma Limited during any period in which it may be prevented or hindered from manufacturing, supplying or delivering the goods, through any circumstances outside the control of Aspire Pharma Limited.

01 October 2012