



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

1. 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

1. 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.

ETHICS

1. Aspire Pharma Limited complies with the requirements of the Modern Slavery Act 2015, and any Buyer must comply with these terms and conditions as well as ethical standards in line with the Modern Slavery Act 2015 to eliminate modern slavery and human trafficking. For Aspire Pharma Limited's Modern Slavery and Human Trafficking Policy Statement visit www.aspirepharma.co.uk.
2. Aspire Pharma Limited has a zero tolerance approach to modern slavery and human trafficking. If Aspire Pharma Limited becomes aware of any Buyer with practices of modern slavery or human trafficking we retain the right to terminate the business relationship immediately.

DATA PROTECTION

1. All Buyers must comply with EU General Data Protection Regulation and the UK Data Protection Act, and agree to Aspire Pharma Limited using their data for the purpose of provision of the goods and services. All Buyers have a right of access to their personal data which Aspire Pharma Limited hold. Aspire Pharma Limited will store Buyers data for as long as is legally required. For Aspire Pharma Limited's External Privacy Policy visit www.aspirepharma.co.uk.

TITLE

1. 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

1. 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.
2. The Buyer will notify Aspire Pharma Limited of any changes to their licences/authorisations including changes to their premises, licenced activities and/or the types of products they are licenced to receive, within a timely manner. The Buyer will notify Aspire Pharma Limited of any cancellations, revocations or suspensions of their licences/authorisations within 24 working hours.
3. The Buyer must maintain the appropriate licences/authorisations to procure the goods/services, including compliance with EU Good Distribution Practice (2013/C 343/01), where appropriate.

RETURNS & CREDITS

1. Goods will not be accepted for return without the previous written authorisation of Aspire Pharma Limited.
2. Goods may only be returned by the Buyer.
3. Credit for returned goods from premises covered by a current Wholesale Distribution Authorisation (WDA[H]) will only be considered within 21 days from the despatch date from Aspire Pharma's warehouse facility.
4. Claims from un-licensed premises without a WDA(H) (e.g. hospitals and pharmacies) will only be considered within 5 days from despatch date from Aspire Pharma's warehouse facility and will require a signed declaration of storage from an authorised individual covering the information required before goods can be uplifted and full credit provided.
5. 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, no serial numbers decommissioned, no damaged, marked or defaced goods, and no tamper-evident seals or labels broken, damaged, marked or defaced.
6. No goods reported stolen or lost will be accepted for return or credited.
7. 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 01730 231148, quoting our Despatch Note number, within three (3) days of the delivery date. In respect of claims for damaged goods, the Buyer must have signed the carrier's delivery documentation "contents un-examined".
8. All other claims for credit must be in writing via email to orders@aspirepharma.co.uk, stating Aspire Pharma Limited's invoice number.
9. Goods subject to a recall will be credited in full.

FORCE MAJEURE

1. 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 or through any circumstances outside the control of Aspire Pharma Limited.

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