

ASTRAZENECA UK LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Terms and Conditions of Sale, unless the context requires otherwise, the following words and expressions shall have the following meanings:

- (a) **“Agent(s)”** means any entity that has been appointed by AstraZeneca to act as AstraZeneca’s agent and supply the Products to Customers on behalf of AstraZeneca, as detailed on <https://medicines.astrazeneca.co.uk/home/supply-of-astrazeneca-medicines/supply-of-medicines.html> (b) **“AstraZeneca”** means AstraZeneca UK Limited, with offices at the 8th floor, 2 St Pancras Square, London, N1C 4AG.
- (c) **“Customer”** means the person, firm, company, institution or legal entity purchasing the Products from AstraZeneca under the terms of the Supply Contract.
- (d) **“Data Protection Legislation”** means (i) the UK GDPR (General Data Protection Regulation)(**“GDPR”**) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.
- (e) **“Products”** means the range of AstraZeneca medicinal products relevant to your Customer sector as set out in the Product range list at <https://medicines.astrazeneca.co.uk/home/supply-of-astrazeneca-medicines/supply-of-medicines.html> the sale and purchase of which is governed by the Supply Contract.
- (f) **“Supply Contract Letter”** means the letter (if any) sent by AstraZeneca to the Customer setting out other general terms and conditions (where applicable) to the purchases of Products made by the Customer.
- (g) **“Standard Terms and Conditions of Sale”** means the AstraZeneca terms and conditions set out herewith.
- (h) **“Supply Contract”** means the Supply Contract Letter (if any) together with the Standard Terms and Conditions of Sale entered into between AstraZeneca and the Customer from time to time for the sale and purchase of the Products.

1.2 The Supply Contract Letter (if any) and the Standard Terms and Conditions of Sale form part of the Supply Contract and shall all have the same force and effect. However, to the extent that any provision of the Supply Contract Letter (if any) and/or the Standard Terms and Conditions of Sale are inconsistent or conflicts with another provision then, the following order of precedence shall apply at all times:

- (1) the provisions of the Supply Contract Letter (if any); and (2) the provisions of the Standard Terms and Conditions of Sale.

1.3 Any purported addition, modification, variation or exclusion of the provisions of the Supply Contract (whether contained in any document of a Customer or otherwise) shall have no effect unless agreed in writing in advance by AstraZeneca. Unless otherwise stated, AstraZeneca reserves the right to amend, vary or alter the provisions of the Supply Contract at any time, details of which will be available at <https://medicines.astrazeneca.co.uk/home/supply-of-astrazeneca-medicines/astrazeneca-customers.html>

1.4 All Products sold by AstraZeneca are sold under the Supply Contract and the placing of an order for Products by a Customer with AstraZeneca (or its Agent) is an offer to purchase Products subject to these terms and conditions and shall be deemed to mean acceptance by the Customer of the Supply Contract.

2. ORDERS

2.1 Acceptance of the Customer’s order by AstraZeneca (or an Agent on AstraZeneca’s behalf) is subject to (without limitation) a satisfactory credit check carried out by (or on behalf of)

- AstraZeneca and supplies of the Products being available and unsold. AstraZeneca reserves the right not to accept Customer orders (in full or in part) at any time and for any reason.
- 2.2 When AstraZeneca (or its Agent) accepts orders placed by the employees, agents or contractors of the Customer, AstraZeneca (or its Agent) shall not be responsible for vetting the authorisation of such employee, agent or contractor and AstraZeneca (or its Agent) shall not be liable to the Customer for any financial losses incurred by virtue of the AstraZeneca's acceptance of such an order.
- 2.3 There are no minimum order quantities for the Products. AstraZeneca will not charge the Customer any additional fees/charges (including delivery or carriage costs) in respect of the size of the orders processed for Products.

3. PRICE

- 3.1 The price payable by the Customer to AstraZeneca for the Products shall be the NHS list price for the relevant Products as agreed by AstraZeneca with the Department of Health from time to time. The NHS list prices for the Products are available at the point of sale.
- 3.2 AstraZeneca may change the NHS list price of the Products at any time without notice to the Customer. In the event that such change is made by AstraZeneca, the new NHS list price will apply to all purchases made by the Customer from the date such change is effective, as determined by AstraZeneca.
- 3.3 Any discounts applicable will apply to all your purchases of the Products from AstraZeneca (or its Agent). You will receive the same percentage discount for a Product regardless of the volume or the value of the purchases of that Product.
- 3.4 These discounts will take the form of net prices payable to us for our Products and will be applied at the point of sale by our Agents on our behalf.
- 3.5 Unless otherwise stated, the list price for the Products are exclusive of Value Added Tax and other similar turnover taxes that are required by local law to be disclosed as a separate item on the relevant invoice.
- 3.6 AstraZeneca will not accept any claims for incorrect Value Added Tax on sales invoices unless those claims are made within a three year period from the date of the invoice containing the incorrect Value Added Tax amount.

4. PAYMENT

- 4.1 Payment of all sums due from the Customer to AstraZeneca for the Products shall be made no later than the last working day of the month immediately following the month of the invoice date.
- 4.2 It is essential that the Customer pays for the Products on time and in full in cleared funds. Time for payment shall be of the essence.
- 4.3 The Customer shall make all payments due under the Supply Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.4 Without prejudice to any other right or remedy available to AstraZeneca, AstraZeneca shall be entitled to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on all amounts owed to AstraZeneca and not paid when due.
- 4.5 Any credit terms extended by AstraZeneca to the Customer are subject to review by (or on behalf of) AstraZeneca from time to time. AstraZeneca reserve the right to vary or withdraw credit facilities at any time and without prior written notice. To facilitate this review, the Customer agrees to provide to AstraZeneca (and/or any agent or sub-contractor acting on behalf of AstraZeneca) on request up-to-date financial information.

5. TERMINATION

- 5.1 AstraZeneca may terminate the Supply Contract at any time by giving one month's prior written notice to the Customer.
- 5.2 In the event that:
- (a) the Customer makes any voluntary arrangement with its creditors or becomes insolvent or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administrative order or has a winding up petition made or passes a resolution for voluntary winding up or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (b) an encumbrancer takes possession of any of the property or assets of the Customer or a receiver or a liquidator is appointed; or

- (c) the Customer ceases or threatens to cease, to carry on business; or
 - (d) AstraZeneca has reason to believe (acting reasonably) that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly; or
 - (e) the Customer commits a material or serious breach of the Supply Contract,
- then, without prejudice to any other right or remedy available to AstraZeneca, AstraZeneca shall be entitled to:
- (a) terminate the Supply Contract with immediately effect; and/or
 - (b) suspend any further deliveries of Products with immediate effect; and/or
 - (c) enter without prior notice any premises where the Products may be, and to repossess and dispose of the Products so as to discharge any sums owed to AstraZeneca by the Customer under the Supply Contract, and the Customer's right to sell or otherwise dispose of the Products shall terminate immediately and all sums owing to AstraZeneca by the Customer shall become immediately due and payable without the need to give any prior notice notwithstanding any previous arrangement or agreement to the contrary.

6. DELIVERY

- 6.1 The Customer shall determine a place to receive delivery and shall be responsible for the security of that delivery location. AstraZeneca shall ensure that it or its carrier delivers the Products to the requested delivery location only if in AstraZeneca's reasonable opinion it is suitable, safe, secure and complies with any regulatory and registration requirements in full. The delivery address must be notified by the Customer to AstraZeneca's Agent in advance.
- 6.2 Delivery dates are estimates only and time of delivery is not of the essence.
- 6.3 AstraZeneca shall not be liable for any loss whatsoever or howsoever arising caused by late or non-delivery of the Products.
- 6.4 AstraZeneca reserves the right to make delivery of the Products by instalments.
- 6.5 A Customer shall either itself or by its duly authorised representative sign the delivery note of the electronic device as acknowledgement of full delivery. On delivery to the delivery location nominated by the Customer, AstraZeneca shall be entitled to assume that any signature given is that of a duly authorised representative.
- 6.6 AstraZeneca reserves the right to make a reasonable delivery/carriage charge on all urgent deliveries of Products made at the request of a Customer.
- 6.7 AstraZeneca shall have the right to cancel or delay deliveries or to reduce the amount delivered, if AstraZeneca is prevented from or hindered in or delayed in manufacturing or in delivering by the normal route or means of delivery, the Products covered by the Customer's order, through any circumstances beyond its reasonable control, including but not limited to strikes, lock-outs, accidents, reductions or unavailability of power at a manufacturing plant, break-down of plant or machinery, or shortage or unavailability of Products from the normal source or route of supply. AstraZeneca shall be under no liability arising out of its failure to deliver.

7. DAMAGED PRODUCTS AND SHORTAGES

- 7.1 AstraZeneca shall have no liability for any defects or shortages that would be apparent on careful inspection of the Products on delivery unless a written complaint is sent to AstraZeneca's Agent within three (3) days of delivery of the Product. The Customer must retain all damaged Products and/or packaging for inspection by the Agent on AstraZeneca's behalf.
- 7.2 AstraZeneca's liability in respect of defects or shortages shall be limited to either providing replacement Products or giving credit for such Products as determined by AstraZeneca.

8. TITLE AND RISK

- 8.1 Notwithstanding delivery, legal and beneficial title to the Products shall remain with AstraZeneca until payment for the Products is received in full (and in clear funds) by AstraZeneca. The Customer shall keep the Products in satisfactory condition as bailee on a fiduciary basis for and on behalf of AstraZeneca until title passes. The Customer shall during such time: (a) keep (at no cost to AstraZeneca) the Products separate and readily identified as AstraZeneca's at a location belonging to the Customer (or at a location agreed with AstraZeneca), and (b) not destroy, deface or obscure in any way any identifying mark or packaging on the Products.
- 8.2 The Customer may sell the Products before legal and beneficial title passes to the Customer solely on the following conditions:

- (a) any sale is in the ordinary course of the Customer's business and the Customer holds the amount of the proceeds that represents the amount owed by the Customer to AstraZeneca on AstraZeneca's behalf; and
- (b) any sale is a sale on the Customer's own behalf (not on behalf of AstraZeneca) and the Customer deals as a principal when making the sale.
- 8.3 If a Customer defaults in payment on the due date or if any event specified in Section 5.2 shall occur AstraZeneca shall be entitled (without prejudice to its other rights under the Supply Contract) at any time to enter upon any land or premises where the Products are located for the time being to recover the Products.
- 8.4 The risk in the Products shall pass to a Customer at the point of delivery, which shall be the point at which the Products are off loaded from the carrier's vehicle at the delivery location specified by the Customer and approved by AstraZeneca. AstraZeneca shall, notwithstanding that legal and beneficial title in the Products is retained by AstraZeneca as stated above, have no responsibility in respect of the safe custody of the Products thereafter. Accordingly, the Customer should insure the Products against such risks (if any) that the Customer thinks appropriate.
- 8.5 In the absence of written advice from the Customer to AstraZeneca's Agent in accordance with Section 7.1 above, the Products shall be deemed to have been delivered and accepted by the Customer complete and in a satisfactory condition.

9. WARRANTY

- 9.1 AstraZeneca warrants that the Products are manufactured with reasonable care and skill and are of satisfactory quality. AstraZeneca will not be liable for any faults in the Products caused by the Customer as a result of deliberate damage, negligence, failure to follow AstraZeneca's instructions (including without limitation storage requirements) or misusing the Products.
- 9.2 Subject to Section 7.1, AstraZeneca shall have no further liability in respect of the Products or any defects therein or any shortages in the quantity of Products delivered and all representations, conditions, guarantees and warranties whether express or implied by law as to the quantity, quality of the Products or their fitness for a particular purpose or otherwise are expressly excluded except insofar as such exclusion is prevented by law.
- 9.3 Nothing in the Supply Contract shall be deemed to limit or exclude the liability of either AstraZeneca or the Customer for death or personal injury caused by their negligence.
- 9.4 AstraZeneca's liability in respect of the Products hereunder (whether arising by reason of breach of contract or under the general law of tort), subject to Section 9.3 above, shall in no event exceed the purchase price of the Products nor extend to the Customer's loss of profits, increased cost of working or any other consequential loss.

10. RETURNS

- 10.1 No Products that require refrigerated storage or which have been discontinued will be accepted for return and credit by AstraZeneca. AstraZeneca will only accept Products for return and credit or provide replacement Product to the Customer for such Products where: (i) the Customer has stored them correctly whilst in its possession; and (ii) Products are returned no later than three working days after they have been delivered by AstraZeneca.
- 10.2 If the return of Products is accepted by the Agent on behalf of AstraZeneca, then the Agent shall arrange for collection of the Products on behalf of AstraZeneca and the risk shall pass to AstraZeneca on collection from the Customer.
- 10.3 The Agent may refuse to accept the return of Products if they are not in current whole packs with unbroken seals or, if in the Agent's sole opinion, are not in a good condition or unfit for sale.
- 10.4 To comply with the Adverse Event Reporting Procedure, all faulty products should be reported to AstraZeneca's 'Medical Information Department' (Tel: 0800 783 0033) immediately, if possible, but in any event no later than within twenty-four (24) hours of receipt of any customer complaints, medical queries and any information relating to the Products which come to its attention (including those reported to any Personnel) concerning any unexpected adverse events. Under the instructions of AstraZeneca's Medical Information Department, all faulty products must be returned to AstraZeneca for investigation and then the Customer will be issued with replacement products. No credit will be issued if the faulty products are not returned direct to AstraZeneca, via Medical Information.

10.4 Notwithstanding any other provision of the Supply Contract, Products subject to recall will be credited or replaced in full by the Agent on behalf of AstraZeneca (where relevant).

11. PERSONAL DATA AND INFORMATION

- 11.1 Customer personal data, including but not limited to Customer name, address, email address and telephone number will be primarily obtained by AstraZeneca from the Agents and Customer responses to AstraZeneca mailings where Customer personal data are provided. For the avoidance of doubt all Customer personal data that is obtained shall be done so and processed in accordance with Data Protection Legislation.
- 11.2 AstraZeneca and/or the Agent will only use personal data collected from the Customer when the law allows them to, such circumstances include: (i) performance of a contract; (ii) compliance with legal obligations; or (iii) necessary for AstraZeneca and/or Agent's legitimate interests. In accordance with the grounds for processing set out in this clause 11.2 AstraZeneca and/or the Agent may process personal data collected from the Customer in its capacity as an unincorporated trader and other sources for administration, customer services, marketing, risk assessment, VAT reporting, product information updates, commercial information updates, analysing the Customer's purchasing preferences, statistical analysis and credit checking.
- 11.3 AstraZeneca and its group companies and/or the Agent may contact the Customer by mail, telephone, fax or email (or other electronic messaging service) about AstraZeneca's Products and services which AstraZeneca (and/or the Agent) reasonably believes may be of interest to the Customer. By providing AstraZeneca these details, the Customer consents to being contacted by these methods for these purposes. In the event that the Customer does not wish to receive marketing information from AstraZeneca, or its group companies the Customer should contact AstraZeneca at the address set out in Section 12.1 below.
- 11.4 By providing AstraZeneca with personal data, the Customer consents to the processing of that data, by AstraZeneca and its Agents and sub-contractors for the purposes described above. The Customer also consents to the transferring of Customer personal data to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary for the purposes set out in Section 11.2 above. In the event that AstraZeneca makes such transfer, AstraZeneca will, put a contract or appropriate measures in place to ensure that Customer information is adequately protected.

12. NOTICE

- 12.1 Any notice to be given to AstraZeneca under the Supply Contract shall be made in writing for the attention of the Supply Chain Lead and sent to: 8th floor, 2 St Pancras Square, London, NC1 4AG and shall be deemed to have been duly given, if sent by post or 48 hours after posting .
- 12.2 Any notice to be given to the Agent under the Supply Contract shall be made in writing and sent to the address specified in the delivery note and shall be deemed to have been duly given, if sent by post or 48 hours after posting or if by email, at the time of sending.
- 12.2 Any notice to be given to the Customer under the Supply Contract shall be made in writing and sent to the delivery address specified by the Customer and approved by AstraZeneca and shall be deemed to have been duly given, if sent by post or 48 hours after posting. Email notices should be sent to **Supply.chain@astrazeneca.com**

13. GENERAL

- 13.1 The Supply Contract shall be governed by English law and AstraZeneca and the Customer shall submit to the exclusive jurisdiction of the English courts.
- 13.2 The Supply Contract is personal to the Customer. The Customer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Supply Contract without the prior written consent of AstraZeneca. Such consent will not relieve the Customer from any liability or obligation under this Agreement.
- 13.3 Other than a company of the AstraZeneca plc group, a person who is not a party to the Supply Contract has no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Supply Contract. The consent of any or all AstraZeneca plc group companies other than AstraZeneca is not required for any variation (including any release or compromise of liability) of the Supply Contract.

- 13.4 The invalidity or unenforceability of any provision of the Supply Contract shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.
- 13.5 The failure by AstraZeneca to enforce any right or provision contained in the Supply Contract shall not constitute a waiver of that right or provision.
- 13.6 The contents of the Supply Contract are private and confidential. You must not disclose the information contained in the Supply Contract to any third party without the prior written consent of AstraZeneca. This includes any other companies within your same legal group.
- 13.7 In the event that any dispute arises out of the Supply Contract, where necessary, we will contact you within 7 working days of the start of the dispute to discuss and try to resolve the dispute. If the dispute remains unresolved, it will then be transferred to a senior manager from each of our respective businesses who will make every effort to resolve the dispute within 14 working days, failing which either of us may commence legal proceedings in accordance with the terms of the Supply Contract.