



### **Fagron UK Limited terms of website use and trade**

By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Fagron UK is a site operated by Fagron UK Limited ("We").

We are **registered in England and Wales under company number 6343757**

Trading address at **First floor, 1 Pink Lane, Newcastle upon Tyne NE1 5DW**

Registered address at **Coburg House, 1 Coburg Street, Gateshead NE8 1NS**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

### **When using our site, you must comply with the provisions below:**

#### **You may use our site only for lawful purposes. You may not use our site:**

In any way that breaches any applicable local, national or international law or regulation. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.

#### **You also agree:**

Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of website use.

#### **Not to access without authority, interfere with, damage or disrupt:**

any part of our site;

any equipment or network on which our site is stored;

any software used in the provision of our site; or

any equipment or network or software owned or used by any third party.

### **The Conditions of trade**

Orders are accepted by Fagron UK Ltd on the basis that these conditions shall take precedence over any other terms or conditions referred to or stipulated by the buyer,

These conditions may not be varied unless agreed in writing and signed by a duly authorised employee of the company.

### **Order**

When placing an order the buyer is responsible for accurately identifying the products required.

Each order for one product shall constitute a separate contract.

The buyer on cancelling an order shall indemnify Fagron UK Ltd against any resulting losses or costs. In addition, an administration charge may be levied.

The buyer will become responsible for the full invoice value of the order once the process has commenced to supply the order by Fagron UK Ltd unless liability is accepted by Fagron UK Ltd under the first clause under liability below.

## Dispatch

Fagron UK Ltd will dispatch the products with a delivery note to an agreed address.

Time of delivery shall not be of the essence.

Where Fagron UK Ltd is unable to dispatch an order in full it will issue an invoice for the actual quantity delivered and/or deliver any balance at a later date.

The signature of the delivery note, drop sheet or courier proof of delivery by any person working at the delivery address shall be conclusive proof of the delivery of the products.

Fagron UK Ltd shall at any time be entitled to cease deliveries and demand payment for any products already supplied, regardless of any previous agreement or arrangement to the contrary.

The buyer must notify Fagron UK Ltd of any potential claim in writing within 3 working days of delivery, show the reason and:

- a) the name and address of the buyer;
- b) the quantity, description, strength and pack size; and
- c) the delivery note number and invoice number and date of the relevant invoice.

## Risk

The products shall be at the buyer's risk from the time of delivery.

## Price

Prices charged will be those ruling at date of dispatch.

All prices quoted are subject to market variation and alteration without notice.

The buyer is liable for any government tax or duty.

## Payment

Fagron UK Ltd shall provide a single invoice at the end of each month in respect of the all delivery notes for products delivered during that month on or shortly after the final trading day of the month.

Payment of the invoice shall be made in full by the buyer by direct debit on the 8th working day following month end after delivery of goods unless any other arrangements have been expressly agreed in writing by Fagron UK Ltd.

Fagron UK Ltd will also provide a credit note, if relevant, for the previous month. The consolidated invoice will detail to the buyer all subsequent outstanding sums due which takes this into account. Any queries must be raised in writing on or before 10th working day of the month with the Customer Services department and any credit will be deducted from the next payment.

If payment is not made by the due date Fagron UK Ltd reserves the right to charge interest daily on the amount unpaid at the rate of 3% per annum above the base rate of FORTIS Bank plc.

Fagron UK Ltd reserves the right to require full or partial payment or the provision of acceptable security from the buyer prior to delivery.

Credit will be available only to customers with approved credit accounts up to an agreed credit limit. In the event of the credit being reached or overdue payments remaining outstanding the credit facility will be suspended pending settlement.

## Transfer of property and title

Property in and title to ("Title") pharmaceutical products ("The Products") shall not pass from Fagron UK Ltd to the buyer until Fagron UK Ltd has received payment of all sums due under these conditions.

Until Title passes to the buyer, the buyer shall hold The Products as Fagron UK Ltd' fiduciary agent and bailee and keep them properly stored, protected, insured and readily identifiable as the property of Fagron UK Ltd.

The buyer may in the ordinary course of business use The Products in manufacture or compounding or may resell, or supply, The Products on normal trade terms, notwithstanding that at the time of such resale The Products remain the property of Fagron UK Ltd, provided that the buyer shall:

- a) account to Fagron UK Ltd as bailee for the sale proceeds to the limit of the total owed to Fagron UK Ltd; and
- b) hold the sale proceeds in a separate account as trustee for Fagron UK Ltd until all sums due are paid.

Until Title passes to the buyer and provided The Products have not been resold, Fagron UK Ltd is entitled to demand their return. If the buyer fails to do so forthwith, Fagron UK Ltd may enter the premises where The Products are stored and repossess them.

The Products may not be pledged or charged by way of security whilst they remain the property of Fagron UK Ltd and if the buyer does so without written permission from Fagron UK Ltd, then all sums will become payable immediately.

The buyer is not acting as the agent of Fagron UK Ltd.

## Liability

Fagron UK Ltd shall not be liable to the buyer for any shortages in quantity delivered, damage or loss, short dated product deliveries, or any defects in the product, unless the buyer notifies Fagron UK Ltd in accordance with clause 3.6. It shall not be liable for any defects in the products caused by abnormal conditions of storage, wilful damage, negligence, failure to follow Fagron UK Ltd' instructions or misuse of the products. Fagron UK Ltd will also not be liable for claims in respect of any products which have been price marked by the buyer.

Where liability is accepted by Fagron UK Ltd under clause immediately above, Fagron UK Ltd' only obligation shall be at its option to make good any shortage or non delivery and/or replace any products found to be damaged or defective and/or refund the cost of any such products to the buyer by either a credit note or a cash sum. Fagron UK Ltd' maximum liability is limited to the net price of the products invoiced.

Any returned products covered by the Misuse of Drugs Act, must be packaged and advised separately. Customer Services must be pre-advised by telephone and in writing/ by email of any such returns.

Any returned products of an hazardous nature must be packaged and advised separately in accordance with the prevailing statutory safeguards relating to the handling of the hazardous chemicals.

Any returned products which require temperature storage will only be accepted by Fagron UK Ltd to correct a delivery error and providing that they have been stored correctly in the interim. In such cases, the relevant products must be returned not later than the next working day after delivery and must be packaged and advised separately. Customer Services must be pre-advised by telephone and in writing / email of any such returns.

Any products subject to a manufacturers recall, will only be accepted in accordance with the specific instructions given at the time of such recall. All such products must be packaged and advised separately, clearly identified as returns relating to the product or batch recall and indicating the type of recall and where appropriate all batch numbers.

The buyer is responsible for organising return of product to Fagron UK Ltd. Fagron UK Ltd can offer this service at a cost quoted at the time of the return. All necessary storage and handling requirements are the responsibility of the buyer. Any subsequent claim for credit may be refused unless such proof of despatch by the buyer can be provided on request.

Except as expressly provided in these conditions, all conditions, warranties, representations and other terms expressed or implied by statute, common law or otherwise in relation to the products are hereby excluded.

Fagron UK Ltd will not be liable to the buyer for any reason whatever for any consequential loss, arising from the supply of any products or their use except as expressly provided in these conditions.

Fagron UK Ltd will assume no liability as a result of circumstances beyond its control, including but not limited to trade disputes, inclement weather, breakdowns or acts of God.

Employees or agents of Fagron UK Ltd are not authorised to make any representations concerning the products unless confirmed by Fagron UK Ltd in writing.

Fagron UK Ltd will not be liable for any advice or recommendation given by its employees or agents as to storage, application or use of the products, which is not confirmed in writing.

All descriptions and specifications are for identification only and do not form part of these conditions or given to any liability on the part of Fagron UK Ltd.

## General

Any notice given under these conditions shall be in writing and addressed to:-

- a) the buyer at the agreed delivery address or such other address as may have been notified to Fagron UK Ltd;
- b) Fagron UK Ltd at First floor, 1 Pink Lane, Newcastle upon Tyne NE1 5DW.

No waiver by Fagron UK Ltd of any breach of these conditions by the buyer shall be considered as a waiver of any subsequent breach.

These conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

Be accurate (where they state facts).

Be genuinely held (where they state opinions).

Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

Contain any material which is defamatory of any person.

Contain any material which is obscene, offensive, hateful or inflammatory. Promote sexually explicit material.

Promote violence.

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any copyright, database right or trade mark of any other person.

Be likely to deceive any person. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

Promote any illegal activity. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

Be likely to harass, upset, embarrass, alarm or annoy any other person.

Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Give the impression that they emanate from us, if this is not the case.

Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

We are owners or licensees of all intellectual property rights in our site, and in the material published on it.

Our site and any part of it including material published on it by us are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status as the authors of material on our site must always be acknowledged.

You must not use any part our site or any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site or any materials thereof in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, We and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data; loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

We process information about you in accordance with our [privacy policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site without our express permission, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to make any use of material on our site other than that set out above, please address your request to [sales@fagron.co.uk](mailto:sales@fagron.co.uk)

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

#### Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### Your concerns

If you have any concerns about material which appears on our site, please contact [sales@fagron.co.uk](mailto:sales@fagron.co.uk)

#### Fagron UK Limited privacy policy

Fagron UK Limited ("We") are committed to protecting and respecting your privacy.

This policy (together with our [terms of use](#) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the Act), the data controller is Fagron UK Limited of First floor, 1 Pink Lane, Newcastle upon Tyne NE1 5DW.

Our nominated representative for the purpose of the Act is Mr Jonathan S Fawdry.

We may collect and process the following data about you:

Information that you provide by filling in forms on our site [www.fagron.co.uk](http://www.fagron.co.uk)

This includes information provided at the time of registering to use our site, purchasing goods or requesting further services.

We may also ask you for information when you register to attend seminars or other events hosted or co-hosted by us or a promotion sponsored by us, and when you report a problem with our site.

If you contact us, we may keep a record of that correspondence.

We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service.

They enable us:

To estimate our audience size and usage pattern.

To store information about your preferences, and so allow us to customise our site according to your individual interests.

To speed up your searches.

To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies.

However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system may issue cookies when you log on to our site.

All information you provide to us is stored on our secure servers. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

We use information held about you in the following ways:

To ensure that content from our site is presented in the most effective manner for you and for your computer.  
To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.  
To carry out our obligations arising from any contracts entered into between you and us.  
To allow you to participate in interactive features of our service, when you choose to do so.  
To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the order form OR registration form). You can also exercise the right at any time by contacting us at [optout@fagron.co.uk](mailto:optout@fagron.co.uk). The email should have the phrase opt out in the message header.

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.

We may disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If Fagron UK Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Fagron UK Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@fagron.co.uk](mailto:info@fagron.co.uk)