

# Fagron UK New Account Application

**1** **Company information** Company Name .....

**2** **Company information** Company (if different from above) .....  
Web Address .....  
Reg Office or Home Address .....  
..... Postcode .....

**3** **Owner information** Name/s of Owners or Main Directors .....  
Nature of Business .....

**4** **Company information**  Sole Trader  Partners  Private Company  
 Division  PLC  Academic Institute  
Division of whom? .....

**5** **Invoice information** Invoicing Address (if different from above) .....  
..... Postcode .....  
Accounts Contact ..... Email .....  
Phone No ..... Fax No .....

**6** **VAT information** Company Reg No .....  
VAT No .....

**7** **Delivery information** Delivery Address .....  
City ..... County .....  
Country/Region Code ..... Postcode .....  
Phone No ..... Primary Contact No .....  
Contact ..... Fax No .....  
Email ..... Website .....

**8** **Instruction information** Special Instructions .....

# Fagron UK New Account Application

## 9 Authority information

Authority to possess materials (please supply copy of relevant certificates).

- MHRA (e.g. MS License, MIA License, WDA, GDP, GMP)     CD Licence     N/A\*  
 Other (if other please state) .....

\*If you are not buying materials for compounding select N/A.

## 10 Signatures

Signed ..... Date .....

Name ..... Position .....

## 11 Internal Use:

General Manger .....

Approval .....

Credit Admin/Manager .....

Approval .....

Fagron UK Ltd Media Exchange - 4B Coquet Street - Newcastle upon Tyne - NE1 2QB  
Tel: +44 (0) 845 652 2525 - Fax: +44 (0) 845 652 2525 - info@fagron.co.uk  
Bank: GBP: BNP Paribas - A/C 13555022 - Sort Code 40-63-84  
Euro: BNP Paribas - A/C 13555014 - Sort Code 40-63-84  
SWIFT: BNPAGB22 - IBAN: GB89 BNPA 4063 8413 5550 14  
Company No. 6343757 - VAT Reg. 920 5308 55 - DUNS No. 210108738

## 1. The Conditions

- 1.1 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.
- 1.2 These conditions may not be varied unless agreed in writing and signed by duly authorised employee of the company.

## 2. Order

- 2.1 When placing an order the buyer is responsible for accurately identifying the products required.
- 2.2 Each order for one product shall constitute a separate contract.
- 2.3 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.
- 2.4 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 clause 8.1 below.

## 3. Despatch

- 3.1 Fagron UK Ltd will dispatch the products with a delivery note to an agreed address.
- 3.2 Time of delivery shall not be of the essence and Fagron UK Ltd shall not be liable for any losses, costs, damages or expenses incurred by the buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 The buyer must notify Fagron UK Ltd of any potential claim in writing within 14 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.

## 4. Risk

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

## 5. Price

- 5.1 Prices charged will be those ruling at date of dispatch.
- 5.2 All prices quoted are subject to market variation and alteration without notice.
- 5.3 The buyer is liable for any government tax or duty.

## 6. Payment

- 6.1 Fagron UK Ltd shall provide a single invoice in respect of each delivery note on or shortly after the date of delivery.
- 6.2 Payment of the invoice shall be made in full by the buyer 30 days following date of invoice unless any other arrangements have been expressly agreed in writing by Fagron UK Ltd.
- 6.3 Fagron UK Ltd will also provide a credit note if relevant. Any queries must be raised in writing with the Customer Services department on or before the 14th working day following date of invoice.
- 6.4 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 BNP Paribas.
- 6.5 Fagron UK Ltd reserves the right to require full or partial payment or the provision of acceptable security from the buyer prior to delivery.
- 6.6 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.

## 7. Transfer of property and title

- 7.1 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.
- 7.2 Until Title passes to the buyer, the buyer shall hold The Products as Fagron UK Ltd's fiduciary agent and bailee and keep them properly stored, protected, insured and readily identifiable as the property of Fagron UK Ltd.
- 7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 The buyer is not acting as the agent of Fagron UK Ltd.

## 8. Liability

- 8.1 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's 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.
- 8.2 Where liability is accepted by Fagron UK Ltd under clause 8.1, Fagron UK Ltd's 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's maximum liability is limited to the net price of the products invoiced.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 Fagron UK Ltd will assume no liability as a result of circumstances beyond its control, including but not limited to trade disputes, inclement weather, break-downs or acts of God.
- 8.11 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.
- 8.12 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.
- 8.13 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.

## 9. General

- 9.1 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 Media Exchange, 4B Coquet St., Newcastle upon Tyne NE1 2QB.
- 9.2 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.
- 9.3 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.

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Phone No ..... Primary Contact No .....  
Contact ..... Fax No .....  
Email ..... Website .....

**3** **Instruction information** Special Instructions .....

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Accounts Contact ..... Email .....  
Phone No ..... Fax No .....

**5** **Company information**  Sole Trader\*  Partners\*  Private Company  
 PLC  Division  Division of whom?

**6** **VAT information** Company Reg No ..... VAT No .....

**7** **Company information** Company (if different from above) .....  
Web Address .....  
Reg Office or Home Address\* .....  
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**8** **Owner information** Name/s of Owners or Main Directors .....  
Nature of Business .....

**9** **Authority information** Authority to possess materials (please supply copy of relevant certificates).  
 MHRA  RPSGB  Company/PLC  Home Office  
 Academic Institute  Other  N/A\*

\*If you are not buying materials for compounding select N/A.

**10** **Signatures** Signed ..... Date .....  
Name ..... Position .....