



Terms and Conditions V2.001 August 2019

This page sets out the terms and conditions on which we supply to you pharmaceutical products (**Products**). Please read these terms and conditions carefully before ordering any Products. By ordering any Products from us, whether online or otherwise, you agree to be bound by these terms and conditions.

You can print a copy of these terms and conditions for future reference.

1. ABOUT US

1.1 www.ithpharma.com is a site operated by ITH Pharma Limited of Unit 4, Premier Park, Premier Park Road, London NW10 7NZ (Company Registration No. 06569105). Our contact details are Tel: 0208-838-8260 Fax: 0208-838-8261, e-mail info@ithpharma.com. Contact names are: Karen Hamling, Managing Director or Andrew Winstanley Commercial Director.

1.2 We are authorized and licensed by The Medicines and Healthcare Products Regulatory Authority of 10 South Colonnade, Canary Wharf, London E14 4PU.

1.3 We supply aseptically compounded products in accordance with:

THE HUMAN MEDICINES REGULATIONS 2012 (as amended) (SI 2012/1916)
THE VETERINARY MEDICINES REGULATIONS 2013 (SI 2013/2033)

AUTHORISATION / REGISTRATION NO. MS 33634

2. APPLICATION OF TERMS

2.1 These terms apply to the supply of Products by us in addition (where applicable) where such supply is on formal NHS supply agreement.

3. REGISTRATION

3.1 In order to be able to place an order with us through our website you first need to register with us. You can do this **on line** by completing the enquiry form on our website. Registration may take up to 48 working hours as we carry out the necessary bona fide checks and enquiries. ITH Pharma reserves the right to refuse registration for any reason.

3.2 By default we only accept online orders placed through our secure ITHOS system, if you need to order by fax or email, an approval process will be required.

3.3 If you are not registered with us you may be able to still place an order with us, subject to usual bona fide checks. Please print off and complete the appropriate order form from our website and then fax it to us on the number stated on the form.

3.4 If you order from our website you must ensure that all the necessary details are complete and correct. Once the order has been placed electronically we may not be able to implement any subsequent amendments to that order.

4. PRODUCTS

- 4.1 The Products are sold by description and we use best endeavours to ensure the Products supplied comply with the description specified.
- 4.2 We can take no clinical responsibility for the selection or dispensing of any Products which must remain the responsibility of the prescribing physician, ordering/dispensing pharmacist or technician.
- 4.3 Where Products are ordered by the patient direct (as opposed to being ordered through a registered pharmacy, doctor's surgery, hospital, clinic or hospice), we cannot despatch any products until we receive the ORIGINAL prescription form, duly signed and correctly completed and payment has been received in full.
- 4.4 We cannot accept cancellation or amendment of orders once we have started to process them. Depending on the stage of compounding it is entirely at our discretion if we accept cancellation with or without a charge.
- 4.5 We use best endeavours to deliver the Products, sometimes through third parties, to you appropriately packaged and suitable for use. You are responsible for their storage, control and condition from when they are delivered to you.
- 4.6 You must provide us with all relevant delivery details, documentation, licences and authorities to enable us to effect delivery. If for any reason you fail to accept delivery of any of the Products when they are ready for delivery or if we cannot deliver the Products on time because you have not done so, then;
- (a) You will be responsible for the Products and payment (and any consequences of late delivery);
 - (b) the Company may store the Products until delivery can be made. You will be liable for all related costs and expenses (including storage, insurance and extra delivery costs).
- 4.7 You must notify us immediately by telephone 0208-838-8260 if any Products have not been received when you expected them to be delivered. We cannot be held responsible for the consequences of late delivery where we have not been notified that Products have not been received.
- 4.8 You must also notify us immediately by telephone 0208-838-8260 if upon receipt of the Products, these are subject to any defect.
- 4.9 In addition to Clause 4.5, there may be requirements for us to deliver your products to alternative addresses either at your request or as a requirement by us. In this case an alternative delivery address will be provided where products can be delivered.



5. **GDPR**

The EU General Data Protection Regulation (GDPR) is a privacy and data protection regulation in the European Union effective from May 25 2018.

The GDPR imposes new obligations on organisations that control or process personal data and introduces new rights and protections for EU citizens.

We are committed to ensuring that your privacy is protected and we adhere to the provisions of all relevant Data Protection Legislation, including GDPR, ensuring all personal data is handled in line with the principles outlined in the regulations:

Personal data shall be:

- Processed lawfully, fairly and in a transparent manner in relation to the data subject

- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes

- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed

- Accurate and, where necessary, kept up to date

- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed

- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures

ITH Pharma Ltd respect our customers and patients rights to data privacy and protection and as such we have revised our internal policies, procedures, working practices in order to meet the requirements of the GDPR.

We place a high priority on protecting and managing data in accordance with accepted standards.

ITH Pharma Ltd are committed to compliance with the GDPR as both a processor and controller of personal data and have established a working group to lead our GDPR implementation and ensure compliance on an ongoing basis.

For further information please send requests to email info@ithpharma.com

6. PAYMENT TERMS

- 6.1 If you have an account with us, payment of our invoice should be made within 30 days of invoice/delivery. We reserve the right to charge interest under The Late Payment of Commercial Debts (Interest) Act 1998 (or at 4% p.a. above base rate of Barclays Bank PLC if higher) on late payments. We also reserve the right to withhold delivery and/or refuse further orders if you have exceeded our credit terms or are late in payment.

7. OUR REFUNDS POLICY

- 7.1 In the case of a defective product and we agree to accept back a Product and you return a Product to us we will process the refund due to you within 30 days of notice. We will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us except where we agree that the Product is defective in which case we will also refund the cost incurred by you in returning the Product to Us.

8. OUR LIABILITY

- 8.1 We are insured for product liability limited to £5m. You agree that our liability to you is limited to this sum. Such limit does not apply to damages for death or personal injury caused by our gross negligence.
- 8.2 We agree to only supply products compounded under a Manufacturers Specials License under the auspices of the MHRA. Any deviation of this and you will be notified immediately.
- 8.3 You agree that we shall not be liable for any consequential losses arising from any defect in the Products or non-delivery of the Products where you have not immediately notified us of such defect or non-delivery or otherwise have failed to provide us with a reasonable opportunity to rectify the same or provide a replacement.
- 8.4 The Products supplied to you are aseptically compounded, you acknowledge that they do not undergo terminal sterilisation and that ITH Pharma will use best endeavours to supply products that are manufactured within and to a maximum of GMP and you have no expectations for ITH Pharma to exceed these regulations and our liability is limited to GMP expectations including negligence.
- 8.5 ITH Pharma adheres to GMP regulations in relation to disinfection and we follow a process of sanitisation which involves the reduction of microorganisms and therefore the reduction of risk to the Products. Sterilisation is the absence of microorganisms which MHRA GMP Q+A guidance cannot guarantee as the Products do not go through terminal sterilisation.
- 8.6 By ordering these Products, you agree to be bound by these terms and conditions, in addition you agree to use these product on specific patients for specific clinical needs and have explained the nature of aseptically produced products to the patients and have accepted these products save for negligence on the part of ITH Pharma.

9. THIRD PARTY RIGHTS

- 9.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Impossibility of the use of public or private telecommunications networks.
 - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 10.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

11. ENTIRE AGREEMENT

- 11.1 These terms and conditions, together with the order form, constitute the entire agreement between us. Any statements, variations to this contract or representations about the Products or the contract between us must be in writing and signed (or otherwise authorised) by a duly authorised person at ITH Pharma before they are binding upon us or can be relied upon by yourselves.

12. LAW AND JURISDICTION

Contracts for the purchase of Products and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.