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Credit Application Form

Account Details

Full Legal Business Name	
Trading Name (if different)	
Company Reg. Number	
Wholesalers Dealers License No.	
Pharmacy Reg. Number	
VAT No.	

Invoice Address

Director name (s)	
Business Address	
Post code	
Telephone Number	
Fax Number	
Email	
Registered address (If Different)	
Post code	



Ordering Details

Name	
Position In company	
Telephone Number	
Mobile Number	
Email	

Delivery Address (if Different from Invoice Address)

Address	
Post Code	

Bank Reference (we will contact bank for reference)

Bank Name	
Sort Code	
Account number	
Branch address	
Post code	
Telephone Number	
Contact Name	

Signature _____

Name of person _____

Date _____



TERMS & CONDITIONS OF BUSINESS FOR FIRST CHOICE PHARMA LTD

1. THE CONTRACT

- 1.1 For the purposes of this contract hereafter **First Choice Pharma Ltd** shall be described as the "Supplier" and the entity placing an order shall be described as the "Customer".
- 1.2. There can be no variance to these Terms and Conditions of Business (the Contract) whatsoever unless varied by written documentation and signed by an authorised signatory of the Supplier.
- 1.3. The placing of an order by a Customer shall be deemed acceptance of these Terms in their entirety. Any subsequent verbal orders will be bound by these Terms.

2. DELIVERY & RETURNS

- 2.1 All dates given by the Supplier for delivery are estimated dates only and therefore the Supplier shall incur no liability for any loss or damage whatsoever as a result of a failure to adhere to any such dates.
- 2.2 The Supplier shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.
- 2.3 Carriage charges are to be borne by the Customer at all times unless agreed otherwise.
- 2.4 All goods supplied for destinations outside the United Kingdom are sold ex-works and acceptance by a carrier on behalf of the Customer shall constitute delivery of the goods, and insurance and risk liability shall pass to the Customer at this point.
- 2.5 It is the Customers responsibility to inform the Supplier of any short delivered or damaged goods. Notification of such items must be given in writing to the Supplier within 3 working days from the date of delivery. The supplier will not accept the return of refrigerated lines.
- 2.6 A Customer Returns Form must be completed and signed in advance of collection of any items notified for return to the supplier. Goods must be returned within 5 working days of dispatch for Wholesaler Dealer Licence Holders and 3 working days for non Wholesaler Dealer Licence Holders. Checks will include reference to the original batch as supplied, any evidence of tampering, having been stored at a licensed wholesaler site and in accordance with GDP regulations. All items will only be accepted for refund/credit by the Supplier if they are returned in the original boxes/packaging.

3. PRICES

- 3.1 All prices quoted are exclusive of V.A.T. and are subject to the prevailing rate of V.A.T. at the date of invoice.
- 3.2 All prices quoted apply to a specific order only and are subject to change.
- 3.3 Unless varied in writing, all prices are quoted exclusive of all carriage charges.

4. TERMS OF PAYMENT

- 4.1 The Supplier shall at its discretion, render invoices as at the date of dispatch or the date when an order is completed, and such goods are available for collection/dispatch.
- 4.2 Payment terms to the Supplier will be to the terms agreed on account opening. The Supplier's standard terms are payment of cleared funds within **30 days** of the invoice date. These payment terms shall apply at all times unless varied by the Supplier. Terms of payment shall apply to all goods delivered or where delivery has been attempted but not affected.
- 4.3 All remittances received will be allocated to invoices and credited to the Customers' account in chronological order.
- 4.4 All amounts overdue for payment due to the Supplier shall, at the Suppliers discretion bear interest at the rate of 2% per month, compounded, for the period from the date of invoice to the date of settlement. (Such penalty shall apply regardless as to whether Judgment in a Court of Law has been obtained). In addition all costs of recovery shall be borne by the Customer.
- 4.5 In the event of the Supplier having any indication of the Customer being unable to settle its accounts as and when they fall due, notwithstanding any other remedies, all amounts due to the Supplier shall become payable in full immediately. In addition the Supplier reserves the right to uplift goods supplied to mitigate amounts due to it and shall assess such goods and credit such values, as it deems reasonable.
- 4.6 All invoices issued on a Pro-Forma basis are due for immediate payment.
- 4.7 The Supplier reserves the right to charge up to 10% of the value of any Pro-Forma invoice as a penalty for the cancellation of any order.

5. TITLE AND RISK

- 5.1 Risk and therefore responsibility for insurance of all items supplied shall pass to the Customer upon delivery within the United Kingdom. The Customer shall bear the risk for any items supplied to the Customer for display purposes.
- 5.2 Title of items supplied by the Supplier does not pass until all outstanding amounts due to the Supplier, for any reasons whatsoever, have been settled in full, including any penalties for late payment accruing under these Terms or as varied by Government Legislation.
- 5.3 No goods are supplied on a "sale or return" basis unless agreed in writing by the Supplier.

6. WARRANTY

- 6.1 The Supplier warrants that all goods supplied are to the best of their knowledge of merchantable quality, fit for the purpose upon which they are supplied and are free of any defects due to materials, design, or workmanship.
- 6.2 Should the Supplier accept the validity of any claim, total liability shall be limited to replacement or value of such items? The method of settlement of any claim is at the discretion of the Supplier. No third party claims will be entertained whatsoever.
- 6.3 All goods are supplied subject to availability.
- 6.4 The Supplier at all times reserves the right, not withstanding any other remedies available to it, to refuse to supply and/or suspend further deliveries and/or stop goods in transit or fulfil any other obligations of this contract without having to give a reason, whether or not the Customer fails to fulfil any of its obligations under this contract.

7. LIABILITY

- 7.1 In the event of insolvency, liquidation, receivership or bankruptcy not withstanding any other remedies available to the Supplier clause 5.2 of this contract applies.
- 7.2 The supplier has no liability to the client for consequential loss whatsoever due to short, late or incomplete deliveries or damaged goods.
- 7.3 The Supplier shall not be held responsible to the Customer and therefore has no liability to the Customer whatsoever for any non-performance whatsoever in whole or in part of its obligations as conferred under the Terms of this contract for any reason or cause beyond its control. Such reasons shall include (but not inclusively) strikes, lockouts, disruption of power, transport, materials or fuel supplies, acts of war and civil disturbance.

8. CANCELLATION

- 8.1 Should the Customer decide at any time after placing an order, to cancel or change their instructions, the Supplier shall, at his discretion, be entitled to invoice as if the order had been fulfilled in its entirety, such entitlement shall be in addition to other rights conferred upon the Supplier as contained in these Terms.

9. LAW

- 9.1 This agreement is governed by the Laws of England and Wales.