

**MANDEVILLE MEDICINES WEBSITE
TERMS AND CONDITIONS
JULY 2013**

1. PREAMBLE

These Terms and Conditions relate to the use of the Mandeville Medicines website and purchase orders made from the website. We have tried to keep our Terms and Conditions as simple and clear as possible so that you know what to expect when dealing with Mandeville Medicines on-line. When you place a purchase order you will have to accept our Terms and Conditions which may change from time to time. If you are making annual purchases from our website then we suggest that you check the date of the Terms and Conditions to make sure you are aware of any changes.

2. DEFINITIONS

In these conditions "The Company" means Mandeville Medicines which is a trading style of Corpus Nostrum Limited. Corpus Nostrum Ltd is a company registered in England and Wales number 2376579. The address of the Company is as stated in the "Contact Us" section of the website. These Terms and Conditions are addressed to "you" as the individual, company, or organisation using the Mandeville Medicines website or making purchases through it (you the "Buyer"). In these conditions "Products" means the medicines manufactured, assembled and/or distributed by Mandeville Medicines directly or through another trading style of Corpus Nostrum Ltd.

3. CONTRACT

When you order Products from the Mandeville Medicines website and accept these Terms and Conditions you effectively enter into a contract with us. These Terms and Conditions set out the basis for that contract and help explain both of our obligations to each other. You will not be able to order from the Mandeville Medicines website if you do not accept these Terms and Conditions. If you do not accept our Terms and Conditions but still wish to order Product then you may order directly by telephoning 01296 394142.

4. GENERAL

The Products offered by Mandeville Medicines are unlicensed medicines (Specials) as defined in the Medicines Act. Products will either be manufactured by Mandeville Medicines or sourced through the Company wholesale operation. Corpus Nostrum Limited operates in accordance with GMP under its MHRA Manufacturers' Specials Licence No.: MS/10410 and under its MHRA Wholesale Dealers Licence No.: WL/10410. Mandeville Medicines does not commit to any specific lead times and accepts no responsibility whatsoever for delays in supply of any kind howsoever caused. Mandeville Medicines endeavours to despatch stocked items on the same day that the order is received (except on Fridays) provided that the order is received prior to 3.30pm. Orders received on Friday will be despatched on the first working day of the following week unless special arrangements are made to the contrary. Mandeville Medicines endeavours to despatch extemporaneously manufactured products by the end of the following working day provided that it has all of the necessary ingredients and components to do so. Approximately 95% of orders are despatched within one working day. All stock items are despatched with a Certificate of Analysis. All extemporaneously manufactured products are despatched with a Certificate of Conformance. Mandeville Medicines does not have a minimum order requirement and Mandeville Medicines is willing to investigate, develop and manufacture new products with very small requirements. Responsibility for the use, safety, efficacy and quality of the Products ordered and purchased from Mandeville Medicines rests with the Buyer and the prescriber. Furthermore the Buyer must satisfy their self that any Product ordered and purchased from Mandeville Medicines is of an appropriate quality for its intended purpose.

5. PRICE

Prices for Products are available on request by telephoning 01296 394142. Internet orders may be placed with Mandeville Medicines which are conditional upon confirmation of an acceptable price. The Company reserves the right to alter prices without notice at any time before delivery save where a price has been agreed as a condition of accepting the order. All prices quoted are in British Pounds Sterling (£) and are exclusive of VAT and carriage unless otherwise stated.

6. VAT

Value Added Tax will be charged at the current UK rate for purchases made from within EU countries.

7. BONA FIDES

In placing an order with the Company you assert that you are a Bona Fide customer legally authorised to place such an order and legally authorised to receive and possess such Products as have been ordered from the Company. Furthermore, you assert that the unlicensed Products that you have ordered from the Company are intended to meet a justified clinical need for a patient which cannot be reasonably met by a licensed equivalent product. The Company shall conduct Bona Fide checks on all orders placed through the Mandeville Medicines website and the Company shall telephone to effect the same.

8. DELIVERY

Any date or period for delivery stated on the website or subsequent correspondence is intended by the Company and accepted by you as being an estimate only, and you further accept that the delivery period or date is not a contractual obligation placed on the Company. Refunds will not be issued and returns will not be accepted by the Company for any delays howsoever caused.

9. TITLE TO AND RISK IN PRODUCTS

Products which are supplied by the Company to the Buyer shall remain the property of the Company until full payment for the goods supplied to the Buyer and all other payments whatsoever due from the Buyer to the Company have been made. Separate identity of those goods must be maintained by the Buyer. Until the property in the Products passes to the Buyer, the Buyer shall hold the goods as a fiduciary and bailee for the Company. The Buyer may, however, sell such goods in the normal course of business as agent and bailee for the Company and the proceeds of such sale shall be held separately in trust for and to the account of the Company up to the amount of the full purchase price of the Products sold. The Buyer's right to sell goods shall terminate immediately upon whichever is the earlier of written notice to the Company of the appointment of any Receiver, Manager or Administrative Receiver to the whole or any part of the undertaking, business or assets of the Buyer or if any petition is presented applying to the court for the winding up of, or for an Administration Order to be made in relation to the Buyer or a resolution is passed for its winding up or dissolution, or the Buyer becomes bankrupt or enters into a composition or voluntary arrangement with its creditors. The Buyer grants an irrevocable licence to the Company and its agents to enter into the Buyer's premises immediately on notice with vehicles if necessary for the purpose of taking possession of the Company's property. After delivery of the Products to or collection by the Buyer, the Products shall be at the Buyer's risk and the Buyer shall insure the Products against loss or damage howsoever caused.

10. CANCELLATION

You may cancel your order at any time by provided your order has not been processed. To cancel your order you must contact 01296 394142. Once your order has been processed you will no longer be able to cancel your order and you will be liable for the full costs of the Products so ordered. The Company will accept returns and refunds only in strict accordance with the terms of its Product Returns Policy.

11. CLAIMS

- a) The Buyer will notify the Company of any shortages or damages on the same day of receipt.
- b) The Company will have no liability for such loss, damage or non-delivery unless the terms of this clause are strictly complied with.
- c) The Company will not in any event be liable for any special, consequential or indirect loss or damage suffered by the Buyer as a result of any breach by the Company of any of these conditions.

12. LIABILITY

Products are sold and service information and advice rendered to the Buyer on the understanding that the Buyer has sole responsibility for determining the suitability of the Products for the purpose for which the Buyer intends to use them. Accordingly, the liability falling on the Company for any loss or damage suffered by the Buyer and arising by reasons of defects of the Products or otherwise howsoever shall be limited to the purchase price of the Products in respect of or in relation to which loss or damage is claimed. Notification of any alleged defects in the Products (immediately they become apparent) must be made by the Buyer in the first instance by telephone and then in writing to the Company giving full details and when required the Products must be returned to the Company by the Buyer for inspection. Liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Products and save as provided in this clause the Company shall not be under any liability whether in contract tort breach of statutory duty or otherwise in respect of defects in Products delivered or for any injury (other than death or personal injury caused by negligence on the part of the Company as defined in the Unfair Contract Terms Act 1977), damage or loss resulting from such defects (other than strict product liability for defective goods under the Consumer Protection Act 1987) or from any information service or advice rendered by the Company or its employees or agents. The Company accepts no liability whatsoever for any harm or injury arising as a result of the clinical use of the Products howsoever and to whomsoever caused and the Buyer accepts that in purchasing and using the Products the Buyer accepts and takes upon their self full responsibility and liability for any harm or injury arising from or in relation to the clinical use of the Products to such extent as the Buyer is deemed liable in law by virtue of their professional obligations in using such Products.

13. TERMINATION

The Company shall be entitled, without prejudice to its other rights and remedies, to cancel its contract with you under these Terms and Conditions in whole or in part and to suspend deliveries to you if you are in breach of any term of these Conditions and if you are a registered trade Buyer then accordingly the Company may cancel its contract with you if you (as the Body Corporate) become insolvent or a Receiver, Manager or Administrative Receiver is appointed to the whole or any part of your undertaking, business or assets or if any petition is presented applying to the court for the winding up of, or for an Administrative Order to be made in relation to you (as the Body Corporate) or a resolution passed for your (Body Corporate) winding up or dissolution, or you (as the Body Corporate) become bankrupt or enter into a voluntary arrangement with your creditors.

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14. FORCE MAJEURE

If the Company is delayed or hindered in or prevented from performing any of its obligations to you under these Terms and Conditions by things beyond its control such as an Act of God, fire, flood, accident, explosion, breakdown or failure of plant or machinery, labour dispute, acts or regulations of Government, shortage of material or fuel or labour or transport or anything else which is beyond its control, then the Company shall be under no liability to you whilst the conditions of Force Majeure persist. This means that you the Buyer may not cancel your order with the Company for any delays in the supply of the Products that you ordered from the Company until 28 days have elapsed after the conditions of Force Majeure have ended or until the conditions of Force Majeure have delayed your order by three months from the date of your order where upon you may elect to cancel your order with immediate effect by writing to the Company to advise the Company of the same.

15. RIGHTS, REMINDERS, WAIVERS

The rights and remedies of the Company under the contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure or delay by the Company in asserting or exercising any such rights or remedies.

16. ASSIGNMENT

The contract shall not be assigned by you to any other person or body without prior written consent from the Company.

17. HEALTH AND SAFETY

Unlicensed medicines represent an un-quantified risk to human health both in terms of efficacy and safety. Any suspected or actual adverse drug reactions must be reported to the Company and to the relevant authorities in accordance with local regulations. It is the responsibility of the Buyer to take adequate precautions to ensure safe handling, storage and use of the Products in accordance with all available information concerning the Products.

18. PATENTS

The Company gives no warranty that the use or sale of any Products supplied by the Company will not cause you to infringe upon any other letters patent or other industrial property rights.

19. PROPER LAW

The construction, validity and performance of any contract entered into when you order Products from the Mandeville Medicines website shall be governed by English Law. Similarly, the operation of this website shall be governed in accordance with English Law. If you are not a resident of the UK and you choose to use this website then you are responsible for complying with local laws if and to the extent that such local laws are applicable. Corpus Nostrum Ltd makes no representations that the Products on this website are appropriate or legitimate for use in locations other than the UK and if you decide to order Products from this website to use in locations outside of the UK then you agree to undertake full legal responsibility for using the Products in your location.

20. RETURNS POLICY

Under normal circumstances Products will not be accepted for return. Products will only be accepted for return to correct an error in delivery, in response to a Product Recall, or where Products are alleged to be faulty, or damaged in transit. To make a request for a return the Buyer must inform the Company on the day of the receipt of the Products that they wish to make a return and the Buyer must confirm their request in writing to the contact address given on the website or via e-mail to info@mandevillemedicines.com. Products which have been ordered in error cannot be accepted for return. Where the Company agrees to accept the return of Products the Company will issue either a replacement Product or a refund for the Products at the purchase price plus VAT where applicable. Products damaged in transit or which are received as being faulty or Products which are the subject of a Product recall may be returned for a replacement provided that they have not been used in any way. The Company will arrange collection of the damaged or faulty or recalled Products and once received will issue a replacement or refund where appropriate. Other than those situations mentioned above the Company will not accept Products for return.

21. PAYMENT

Payment shall be made in accordance with such instructions and on such terms as are specified in the invoices or statements issued by the Company or otherwise agreed with the Company in writing. Where early settlement discounts have been offered then such discounts are conditional upon payment of the amount outstanding against the account within a defined deadline. Failure to settle the account within such a deadline will result in the automatic withdrawal of the early settlement discount and the Buyer shall be liable to pay the full amount outstanding on the account. Where no terms have been specified or agreed by the Company then payment shall become due 30 days after the date of invoice and the Company reserves the right to levy interest against unpaid outstanding amounts at a rate of 2% above LIBOR.

22. COMPLAINTS

All complaints must be addressed in writing to the Company at the contact address stated on the website.

23. OWNERSHIP OF RIGHTS

All rights, including Copyright, trademarks and all other intellectual property rights in all material and content this website are owned or licensed by Corpus Nostrum Ltd or its holding company. Any use of this website or its contents, including but not limited to copying, downloading, publishing, transmitting, sharing or storing of the website whether in whole or in part, other than for your personal, non-commercial use is strictly prohibited without the express written permission of Corpus Nostrum Ltd. You may not modify, distribute, reproduce or re-post anything on or from this website for any purpose. You may not create links to this website without the prior written permission of Corpus Nostrum Ltd and you may not interfere, restrict or inhibit the use of the website by any other persons.

24. ACCURACY OF CONTENTS

The Company has taken every effort to ensure that the contents of the website are accurate and correct and warrants that the information provided on the website is free from any deliberate deceptions. The Company however takes no responsibility for any unintentional inaccuracies of the information provided and you must decide for yourself whether you accept or believe the information on the website and should you decide to use the information then you do so at your own risk. The Company reserves the right to correct any errors when such errors have been detected and to make changes to the website without notification or notice of the same. In the event that the Company needs to correct a term or condition after you have placed an order but before you have received your Products, then the Company shall be within its rights to cancel your order. The Company shall then contact you to give you the option to continue with your order under the corrected term or condition or to formally cancel your order.

25. DAMAGE TO YOUR COMPUTER

The Company has taken every care to ensure that its website is free from viruses or other forms of malevolent programmes. However, the Company cannot guarantee that your use of this website or any other website linked to this website will not cause damage to your computer. You are responsible for ensuring that your computer is suitably protected to allow it to safely use this website. The Company accepts no responsibility whatsoever for any loss or damage to your computer arising from the access or use of this website.

26. REGISTRATION

This website may from time to time provide for certain pharmaceutical and medical professional persons or organisations to register with the Company to receive certain professional benefits and proprietary information. You may be eligible to register with the Company if you belong to such a qualifying professional organisation. Persons eligible to register with the Company shall be identified in relevant "members" sections of the website. The Company will check all registrants before registering them on the website. Registration information will be held confidentially and the Company will endeavour to protect registrant confidential information at all times. Information provided by you during registration will only be used by the Company in the provision of services to you and shall not be transferred or sold to third parties save if the business of Corpus Nostrum Ltd as a whole is sold to a third party in which case the third party shall be required to honour the privacy of your registration details. The Company reserves the right at all times to cancel your registration without giving cause or reason.

27. PRIVACY

You may access and browse this website without disclosing any of your personal details. Should you decide to order from this website then you agree to disclose your personal details to us in accordance with these Terms and Conditions. The Company will retain your personal details in execution and as evidence of the contract that is entered into between you and the Company when you make your order. Your personal details will remain confidential to the Company and the Company will not share your details with anyone else (other than its bank and any regulatory authorities entitled to know the same) unless it is required to do so by the service upon it of a legally binding order to do so by the courts. The Company will only use your details to advise you of information or offers relating to the website or its Products. If you do not wish to receive further information or offers then please e-mail the Company at info@mandevillemedicines.com and ask to have your name removed from our mailing list. If you do not agree to the Company privacy policy then you must not register with the website and you must not order Products through the website.

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28. PASSWORD SECURITY

If you have registered with this website then you will need a user name and password to access the registered member parts of the website. You are responsible for maintaining the confidentiality of your password and account. Any abuse of your user name or password which provides unauthorised non-registrants with access to registered member areas of the website will result in cancellation of your registration and furthermore any outstanding orders may be cancelled and still charged at the full sales price.

29. COOKIES

This website uses "cookies" to help with certain services that we offer and to improve the functionality of the website. Cookies are small files that websites put on your computer to make future communication easier. When websites and computers talk for the first time they have to electronically introduce themselves and this takes time. Cookies are a little bit like calling cards and basically allow websites and computers to remember that they have already been introduced. This website uses cookies when you browse, order or register with the website. You can remove these cookies from your computer at any time from within your internet browser window. You can get more information about cookies at www.allaboutcookies.org. The cookies used by this website are not knowingly malicious.

30. DISCLAIMERS

Any disclaimers or stated limitations of liability made on this website or in these Terms and Conditions shall not apply to any damages resulting from death or personal injury caused by the negligence of Corpus Nostrum Ltd and shall not apply to any instance of fraud. Disclaimers and exclusions from liability shall be judged in accordance with English Law and if any disclaimer or exclusion or any part thereof is deemed to be void, unlawful or unenforceable then that provision shall be deemed severable and shall have no bearing on the validity of the rest of these Terms and Conditions.