

Ipsen Limited Terms and Conditions of Sale

1. Definitions

In these STCs, unless the context requires otherwise, the following words and expressions shall have the following meanings:

- (a) **"Affiliate"** means any corporation or other business entity controlling, controlled by, or under common control with Ipsen, as defined in section 1124 of the Corporation Tax Act 2010;
- (b) **"Contract"** means a contract for the sale of Goods between Ipsen and the Customer (or the Distributor and the Customer on Ipsen's behalf) formed in accordance with clause 2
- (c) **"Customer"** means the person(s), firm or company who purchases the Goods from Ipsen under these STCs;
- (d) **"Goods"** means the medicinal products supplied by the Distributor to Customers on behalf of Ipsen, the sale and purchase of which is governed by these STCs;
- (e) **"Insolvency Event"** means in respect of a Customer, if the Customer compounds or makes any arrangement with its creditors, or has a receiver appointed over all or any part of its assets, or goes into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency, or takes or suffers to be taken any similar action as a result of any inability to pay its debts;
- (f) **"Ipsen"** means Ipsen Limited
- (g) **"Order"** means an order for the purchase of Goods placed by a Customer with an Distributor in accordance with their ordering procedures;
- (h) **"STCs"** means the standard terms and conditions of sale set out in this document as amended by Ipsen from time to time; and
- (i) **"Distributor"** means AAH Pharmaceuticals Limited or such other entity notified to the Customer by Ipsen at any time which have been appointed by Ipsen to act as Ipsen's agents to supply the Goods to Customers on behalf of Ipsen;

2. Basis of Contract

- 2.1 Each Contract will be subject to these STCs to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any Order, confirmation of Order or other document) The Customer is responsible for ensuring that its Orders are complete and accurate.
- 2.2 An Order will be deemed to have been accepted by Ipsen at the point of Order placement of the relevant Goods by the Distributor, at which point a legally binding Contract will be formed for the Customer to purchase the relevant Goods subject to these STCs.
- 2.3 These STCs can be updated by Ipsen at any time and revised versions shall be notified to the Customer by Ipsen or the Distributor.
- 2.4 All descriptions illustrations and specifications contained in any of the Distributor's authorised brochures, price lists, websites or any other media whatsoever are for illustration only.

3. Order Process

- 3.1: Orders are subject to Ipsen's acceptance. No order placed by the Customer may be cancelled without the prior authorisation of Ipsen. In the case of acceptance of the cancellation request, Ipsen reserves the right to invoice the Customer the fees and expenses incurred. The fact that it has placed an order implies that the Customer has all required authorisations to purchase, store and sell pharmaceutical products and it should provide proof of this to Ipsen on request. Ipsen reserves the right to refuse to satisfy, or instruct its Distributor not to satisfy, in whole or in part, an abnormal or unreasonable order from the Customer, or for any other legitimate reason. Ordered products are delivered in the standard delivery unit of Ipsen, as defined for each product.
- 3.2 In the event that Ipsen is unable to fulfil the full Order, Ipsen or the Distributor will notify the Customer (via the ordering system, verbally or otherwise) which Goods the Distributor is unable to provide, and for which Goods a follow up delivery will be available.

4. Deliveries

- 4.1 Unless otherwise agreed, delivery of the Goods shall take place at the Customer's normal place of business during normal business hours.
- 4.2 In the absence of notification from the Customer to the Distributor in accordance with these STCs, the Goods as described in the delivery note will be deemed to have been delivered and accepted in full by the Customer in a satisfactory condition.
- 4.3 The signature on the delivery note or electronic hand held device by any

person at the delivery address will be evidence that the Customer has accepted the delivery of the Goods and Ipsen shall be entitled to assume that any signature given is that of a duly authorised representative of the Customer.

- 4.4 Ipsen reserves the right to deliver all or any part of the Goods in instalments. Delivery dates/times are an estimate only and time of delivery will not be deemed to be of the essence. Ipsen will use reasonable endeavours to supply the Goods in accordance with estimated timescales but will not be liable for any loss howsoever arising caused by late, part or non-delivery of the Goods.
- 4.5 Ipsen will have the right to cancel or delay deliveries, or to reduce the amount delivered, and shall have no liability for such cancellation, reduction or delay if Ipsen and/or the Distributor is prevented from, or hindered in or delayed in, manufacturing or in delivering by the normal route or means of delivery, the Goods covered by the Order, through any circumstances beyond its reasonable control, including but not limited to strikes, lock-outs, accidents, reductions or unavailability of power at a manufacturing plant, break-down of plant or machinery, or shortage or unavailability of Goods from the normal source or route of supply.
- 4.6 Title to the Goods will pass to the Customer upon delivery.
- 4.7 The Goods shall be at the risk of the Customer (including for damage to or loss of the Goods) from the time of delivery in accordance with Clause 4.1

- 4.8 If, for any reason, the Customer fails or is unable to accept delivery of Goods (or any parts thereof) in accordance with Clause 4.1 when Ipsen or its Distributor is ready to deliver them or Ipsen or its Distributor is unable to deliver the Goods because the Customer has not provided appropriate instructions, documents, licences or authorisations or the delivery premises do not comply with registration and regulatory requirements in full then the Goods will at such time be deemed to have been delivered, risk passing to the Customer, and Ipsen may invoice the Customer immediately for the Goods and:
 - (a) store the Goods until actual delivery; and/or
 - (b) following a reasonable period, cancel or suspend its performance of the Contract, and Ipsen shall be entitled to charge the Customer all costs and expenses relating to storage, re-delivery, insurance and/or destruction.

5. Inspection and Damaged Goods

- 5.1 Ipsen will have no liability in respect of any damage to Goods in an Order delivery that would be apparent on careful inspection of the Goods upon delivery, unless full details are notified to Ipsen or the Distributor:
 - (a) in writing within three working days following delivery of ambient Goods; or
 - (b) upon delivery of Goods requiring refrigerated storage.
- 5.2 The Customer must retain all damaged Goods (including any damaged packaging) for inspection by (and, upon request, return to) the Distributor on behalf of Ipsen.
- 5.3 Ipsen's liability in respect of damage to Goods in an Order delivery will be limited to giving credit for the purchase price of such Goods.

6. Order and Delivery Errors

- 6.1 Ipsen will only accept the return of ambient Goods where they have been delivered in error by the Distributor or if there is a fault with the Product.
- 6.2 Ipsen will only accept the return of Goods requiring refrigerated storage where they have been delivered in error by the Distributor or faulty.
- 6.3 For the avoidance of doubt, Ipsen will not accept the return of Goods that are ordered in error by the Customer under any circumstances.
- 6.4 If the return of Goods is accepted by the Distributor on behalf of Ipsen in accordance with Clause 6.1 or 6.2 above, then the Distributor will credit the Customer for such Goods and arrange for collection of the Goods on behalf of Ipsen. The risk in the Goods will remain with the Customer until they are collected by the Distributor.
- 6.5 Notwithstanding any other provision in these STCs, Goods subject to recall will be credited in full by the Distributor on behalf of Ipsen.

7. Adverse Events, Product Complaints & Recalls

- 7.1 The Customer will notify Ipsen's Medical Information team on 01753 627777 or email medical.information.uk@ipsen.com of any complaint or adverse event report received by the Customer relating to any of the Goods within twenty-four (24) hours of the Customer's receipt of such complaint.
- 7.2 In the event that a recall of any of the Goods is required by Ipsen, the

Customer will provide Ipsen and/or the Distributor with all necessary assistance as may be reasonably requested in order to effect the recall.

7.3 In the event that Ipsen is not able to replace the returned Goods covered by the recall within five working days, the Distributor will issue a credit note to the value of the Goods covered by the recall that have been returned to the Distributor by the Customer.

8. Pricing

8.1 The price of the Goods will be the price notified by Ipsen as at the date of the relevant Order. The Customer acknowledges that the price of the Goods is subject to change, and any discounts, rebates, promotions or special offers may be withdrawn at any time on written notice to the Customer.

8.2 Unless otherwise stated, the price of the Goods is exclusive of value added tax and other similar taxes which will be disclosed as a separate item on the relevant invoice. Where applicable, value added tax (and other similar taxes) will be added to the price at the appropriate rate in force at the date of the relevant Order.

8.3 The price for the Goods shall include the cost of all deliveries and collections made in accordance with these STCs. Ipsen and/or the Distributor may, however, make an additional charge for urgent express deliveries or collections.

9. Invoicing and Payment

9.1 Any queries regarding the amount invoiced must be raised by the Customer in writing with the Distributor within one week following receipt of the relevant invoice. Otherwise, the Customer will be deemed to have accepted the amount invoiced.

9.2 The payment of all sums due to Ipsen for the Goods will be made by the Customer to the Distributor no later than the last working day of the month immediately following the month of the invoice date.

9.3 The Customer will pay the full amount shown on the invoice due without making any deductions or offsets for any reason whatsoever unless previously agreed in writing by Ipsen.

9.4 Payment by the Customer will be made either: (a) by bank transfer to a bank located in the United Kingdom (as notified by Ipsen or the Distributor to the Customer in writing from time to time); or (b) by variable Direct Debit (from the Customer's bank account notified in writing by the Customer to Ipsen or the Distributor from time to time).

9.5 Without prejudice to any other right or remedy available to Ipsen, Ipsen will be entitled to charge interest in an amount equal to eight percent (8%) per annum above the Bank of England base rate pro-rata on a daily basis from the first day that such payments were due on all amounts owed to Ipsen and not paid on the due date.

9.6 Any credit terms extended by Ipsen to the Customer are subject to review by (or on behalf of) Ipsen from time to time

10. Customer Sales

10.1 In respect of Goods that may only be supplied to the public by persons who are authorised to do so, Ipsen sells such Goods to the Customer on the condition that the supply to the public is conducted on that basis.

10.2 The Customer agrees not to sell or supply any Goods to customers in any country outside of the United Kingdom.

11. Warranties

Ipsen warrants that:

11.1 It has the right to sell the Goods to the Customer in accordance with these STCs; and

11.2 Each of the Goods complies with the relevant applicable laws in the United Kingdom relating to the manufacture, packaging and labelling of the Goods.

12. Intellectual Property

Any intellectual property rights created by Ipsen in the course of the performance of the Contract or otherwise in the manufacture of and/or in the Goods shall remain Ipsen's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of Ipsen's intellectual property rights.

13. Personal Data

13.1 For the purposes of applicable data protection laws and regulations, including, but not limited to, the UK General Data Protection Regulation, the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the UK or Ireland Data Protection Act 2018 and any other statutory measure which amends, replaces or is made pursuant to such laws and regulations,

("Applicable Data Protection Legislation"), Ipsen Limited and Ipsen Pharma SAS shall be the data controllers of any customer personal data (as defined in the Applicable Data Protection Legislation) that is provided by the Customer to, or collected from the Customer by, Ipsen or the Distributor in relation to any Order and/or these STCs, including, for example, the name, job title, postal address and email address of the Customer (if it is an individual) or its employees ("Personal Data"). The Distributor will be either the processor (where acting on behalf of Ipsen) or will also be the controller where also processing such Personal Data in the course of its existing wholesale business. For details about how Ipsen processes customer personal data please see our Privacy Policy <https://www.ipсен.com/uk/privacy-policy/>.

14. Liability

14.1 Unless otherwise stated in these STCs, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

14.2 Nothing in these STCs shall exclude or limit Ipsen's liability for death or personal injury caused by Ipsen's negligence or for fraudulent misrepresentation or for any other liability which cannot lawfully be excluded.

14.3 Subject to Clause 14.2:

(a) Ipsen shall not be liable for any economic loss or loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused;

(b) Ipsen's total aggregate liability for breach of Contract shall in no event exceed the price paid or payable by the Customer for the Goods in respect of which the claim relates; and

(c) Ipsen shall be under no liability under the Contract in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal storage conditions, failure to follow Ipsen or the Distributor's instructions (whether oral or in writing), misuse or alteration of the Goods without Ipsen's approval or if the Customer makes any further use of the Goods after giving notice in accordance with Clause 5. Ipsen will not be liable for any defect in the Goods caused by the Customer (or any third party acting on the Customer's behalf) as a result of deliberate or accidental damage, negligence, failure to follow Ipsen's or the Distributor's instructions (including without limitation storage requirements) or misusing the Goods.

15. Termination

15.1 Ipsen may immediately suspend performance of the Contract, cancel any outstanding deliveries of the Goods, stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Customer if:

(a) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Ipsen to remedy such breach within 14 days; or

(b) the Customer suffers an Insolvency Event or Ipsen has reason to doubt the credit worthiness of the Customer.

15.2 Notwithstanding any such termination or suspension in accordance with Clause 15.1, the Customer shall pay Ipsen for all Goods delivered up to and including the date of suspension or termination and invoiced by Ipsen or the Distributor.

15.3 Termination of the Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination.

16. General

16.1 Any notice to be given under these STCs to:

(a) Ipsen will be made in writing for the attention of Customer Services at custservuk@ipсен.com;

(b) the Customer will be made in writing and sent to the delivery address stated in the latest Order, and in each case will be deemed to have been duly given, if sent by post, 48 hours after posting or if by email, at the time of sending.

16.2 If any of these STCs is held to be invalid or unenforceable (whether wholly or partly) for any reason, such part shall be deemed severable to the extent of such invalidity and the remaining STCs shall not be affected.

16.3 These STCs are personal to the Customer. The Customer will not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under these STCs without the prior written consent of Ipsen. Such consent will not relieve the Customer from any liability or obligation under these STCs. Other than an Affiliate of Ipsen,

a person who is not a party to these STCs has no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any of their terms.

16.4. The Contract, these STCs and any dispute or claim arising out of or in connection with them will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts

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