

## New Customer Account Application Form

Please select - Limited Company ☐ Sole Trader ☐ LLP ☐

Owner Company name & address:

Trading name & address (delivery):

Pharmacy GPC number:

Contact name:

Telephone number:

Email address:

Company Registration number:

VAT Registration number:

Controlled drug schedules (if applicable):

WDA number (if applicable):

EORI number (if applicable):

We hereby acknowledge receipt of your attached Standard Terms and Conditions of Sale which we have read and accept and shall apply to every sale contract entered into between us. In particular we have noted and accept that title and property in all goods supplied remain with you until all monies outstanding under any sale contract have been received by you by way of cleared funds.



Payment Terms Agreed – End of month following date of invoice, payable by [Direct Debit](#)

Name:  Position:

Signature:  Date:

## Mediwin PPIP Ltd - Terms & Conditions

### Basis of Sale:

Mediwin PPIP Ltd (herein after called the Company) reserves the right to amend any kind of terms & conditions and prices without any kind of prior notice.

The Company agrees to sell and you (herein after called the Customer) agree to buy the goods as detailed in your order and confirmed in our invoice subject to these conditions, which shall govern this contract.

On placing the order the Customer shall have deemed to have accepted the terms and conditions of the Company.

The Company will only supply medicines to pharmacies registered with GPhC or to any wholesaler with a valid and current Wholesale Dealer's Authorisation (WDA). Customers are required to notify the Company immediately, should there be any change in registration and/or licensing status.

### Prices:

The Company reserves the right to amend any or all of their prices without any kind of prior or due notice. Orders are accepted on condition that goods will be invoiced at the prices prevailing at the date of delivery.

### Value Added Tax (V.A.T.):

All orders and prices quoted are subject to the standard rate of V.A.T. on the net invoice value.

### Title and Risk:

Goods supplied remain property of the Company until full payment is made and acknowledged. The Company reserves the right to uplift or retake the possession of unpaid goods in an event of non-payment.

The Company shall be entitled to retake possession of unpaid goods if:

- The Customer has failed to pay for the same in accordance with contract.
- The Customer shall become insolvent or bankrupt.

The risk in the Goods shall pass to the Customer on completion of delivery, or if the Customer wrongfully fails to take delivery of the Goods, at the time when the Supplier has tendered delivery of the Goods.

### Payments:

Payment is to be made by direct debit arrangement. Nevertheless, the Company conducts credit checks during the account opening process, as well as periodic reviews throughout the relationship with our customers. In certain cases, advance payment may be required to process your orders. Time of payment is of the essence. The Company reserves the right to charge interest on overdue accounts at the rate of 8% above the Bank of England base rate per month without prejudice to right to recovery. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

### Delivery:

Goods are not sold on a "sale or return" basis.

Goods are subject to availability and the Company reserves the right to limit quantities.

While every effort will be made to deliver goods in accordance with customer requirements the Company does not undertake any kind of responsibility for delays, howsoever caused.

**Non-Delivery:**

Non-delivery must be notified to the Company within 2 days of invoice date or advice of dispatch. Any credit issue will not be addressed unless the criteria are met.

**Returned Goods:**

All claims to be made within 2 days of delivery and confirmed in writing including account and invoice number. Goods are to be returned in their original packaging as supplied, and following Mediwin instructions, failing which no credit claims of any kind will be entertained.

The Company reserves the right to impose handling charges on any kind of goods being returned for any reasons. Under the existing rules and regulations, goods will only be accepted for return by the Company for the following reasons:

- To correct an error in delivery or order processing.
- In response to a product or batch recall instigated by a manufacturer.
- Where products or packages are alleged to be faulty.

**Shortages:**

If the parcel is damaged in any way, please check contents in front of the carrier and sign the carriers' sheet in accordance with actual condition and quantity of contents.

Any shortages must be advised in writing within 2 days of delivery, with appropriate details.

**Force Majeure:**

The Company is released from its obligation to execute orders in the case of the advent of instances of force majeure that make any delivery impossible. The following in particular constitute instances of force majeure: strikes, fires, accidents, technical incidents, or any other similar fact.

**Governing Law and Jurisdiction:**

The Contract, and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with English Law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.