



Terms and Conditions of Sale

29th May 2018

Version 1.1

1. Contracts

Acceptance by Lexon Pharmaceuticals Ireland Ltd., of Unit 22 Block 4, Port Tunnel Business Park, Clonshaugh Industrial estate, Co. Dublin, Ireland (hereinafter called the 'Company'), of any orders placed by the customer (hereinafter called the 'Customer'), shall constitute a contract between the Company and the Customer upon subject to the following Terms and Conditions to the exclusion to the extent permitted by law of all other warranties and conditions expressed or implied by law or otherwise. The company shall be deemed to have accepted an order upon delivery of the goods in performance of the order. The customer shall be deemed to have accepted the terms and conditions of the company by placing the order.

2. Prices

Prices and delivery terms are without engagement and may be subject to variations without notice. All goods are subject to Value Added Tax at the prevailing rate.

3. Carriage

A Carriage charge of €7.50 will be levied on orders under €100 unless otherwise arranged.

3. Account Terms

The company reserves right to:

- Charge carriage of €7.50 will be levied on orders under €100 unless otherwise arranged.
- To limit purchase of difficult lines to customers not spending across the range on any category.
- Apply credit limits to any customer and review this at its own discretion at any time.
- Reserve the right to decline any account at its own discretion.

The company will only supply medicines classified as POM to pharmacies registered with Irish Pharmacy Union (IPU) for fitness to practice, to hospitals or to any wholesaler registered with WDA. Customers are required to notify the company immediately, should there any change in registration and/or licensing status.

4. Payment Terms

Payment is due by the 25th of the month following the date of invoice. The account will be deemed to be overdue in the event of non-payment by the date due. In case of non-payment of the account by the due date, orders will not be assembled and the account suspended, without further notification. The Company reserves the right to charge the Customer interest at a rate of 2% per month for every month on the amount which remains overdue, and further legal and administration fees should the account default.

5. Title of Goods



Title of Goods shall remain with the company until payment for all goods supplied has been received. If the customer fails to comply with the Terms and Conditions as indicated, then the company is entitled to enter without prior notice any premises where Goods owned may be and repossess them so as to discharge any sums owed to it by the customer under this or any other contract.

6. Returns of Goods and Shortages

Conditions for return of goods, which are the subject of complaint, are as follows:

- Any stock for return, for whatever reason, must be authorised by the Company.
- Goods must be returned within 4 working days of receipt and be accompanied by the appropriate returns form with an authorisation number.
- Any discrepancies must be reported within 48 hours of receipt of the delivery.

The direct line for credit authorisation is 01 871 0500

A credit note will not be issued unless the above criteria are met.

Lexon Pharmaceuticals Ireland Ltd. is licensed and regulated by the HPRA.

HPRA authorisation number W436.