



LEXON - CONDITIONS OF SALE

1. Definitions

1.1 In these Conditions the following expressions shall have the following meanings:

- (a) **"Buyer"** means the person, firm, company or other legal entity (including without limitation any hospital, prison or government agency) placing an order with the Seller;
- (b) **"Contract"** means the contract between the Seller and the Buyer for the sale and purchase of Goods which shall be subject to these Conditions;
- (c) **"Conditions"** means these terms and conditions;
- (d) **"Goods"** means all those goods and materials which are to be supplied to the Buyer by the Seller under the Contract;
- (e) **"Group"** means the subsidiaries and affiliates from time to time of Bestway Panacea Holdings Limited (company number 09225479);
- (f) **"Portal"** means the Seller's online sales portal, accessible via its website;
- (g) **"Seller"** means Lexon (UK) Limited, trading as Lexon (company number 03076698, with registered address 18 Oxleasow Road, Moons Moat East, Redditch, Worcestershire, England, B98 0RE; and
- (h) **"Working Day"** means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

1.3 The headings in these Conditions are intended for reference only and shall not affect their construction.

1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.

2. Formation of Contract

2.1 All Goods sold by the Seller are sold subject to these Conditions, which shall be the sole terms and conditions of any sale by the Seller to the Buyer. These Conditions will prevail over any terms and conditions on the Buyer's order form, form of contract or any other communication sent by the Buyer to the Seller, and any such terms are hereby expressly rejected. The placing of an order for, or the acceptance of, the Goods by the Buyer shall indicate unqualified acceptance of these Conditions, notwithstanding any terms or conditions to the contrary contained in any order or other communication from the Buyer.

2.2 A quotation for the Goods given by the Seller shall not constitute an offer.

2.3 The Contract between the Seller and Buyer shall only be formed once the Seller confirms acceptance of the order to the Buyer. This acceptance shall be provided:

- (a) verbally, where the order is placed with the Seller's telesales or customer services team;
- (b) by transmission of an order acceptance notification, where the order is placed via email or using the Buyer's Patient Medication Record ("PMR"); and
- (c) by the status of an order being updated to "order placed" on the Portal, for orders placed on the Portal.

2.4 No employee, representative, agent or sales person has the Seller's authority to vary, amend or waive any of these Conditions on behalf of the Seller and no amendment or additions to any of these Conditions shall be deemed to have been accepted unless accepted in writing by a director of the Seller or set out as a special condition in the order confirmation.

2.5 In performing its obligations under the agreement, the Buyer shall and shall procure that each member of its group comply with all applicable laws, statutes, regulations and codes from time to time in force.

2.6 The Buyer shall ensure that, at all times, it provides all information in relation to the Contract to the Seller in good faith.

2.7 The Buyer shall immediately notify the Seller in the event of:

- (a) a change of control of Buyer within the meaning of section 1124 of the Corporation Tax Act 2010;
- (b) any change of director of its business or change of superintendent pharmacist; or
- (c) the Buyer receives any notice or communication from any regulatory authority (including but not limited to Medicines and Healthcare products Regulatory Agency ("MHRA"), General Pharmaceutical Council, Home Office, and Pharmaceutical Society of Northern Ireland) informing the Buyer that it is no longer permitted to purchase the Goods and/or supply the Goods to third parties, or of any change in the Buyer's registration, licensing or certification status.

2.8 If any of the events in Condition 2.7 apply, regardless of how the Seller became aware, the Seller may without notice and without prejudice to the Seller's rights or remedies:

- (a) immediately stop supply of Goods to the Buyer and the Buyer shall be required to pay any outstanding invoices for Goods received from the Seller; and/or
- (b) recover Goods delivered to the Buyer if the supply is in breach of any regulatory authority (including MHRA) guidelines or any applicable law.

3. Description of Goods

3.1 All specifications, descriptions, drawings, photographs, illustrations, dimensions, weights and other technical information and particulars of the Goods and any advertising material and sample books are (unless clearly stated otherwise) only intended to serve as a guide and not to be relied on by the Buyer or treated as binding or as forming part of the Contract.

3.2 At the point of delivery, Goods will have at least 6 months until expiry unless otherwise specifically agreed between the Buyer and the Seller. The Seller makes no warranty that



the Goods will be a particular brand or be provided in a certain packaging format (excluding pack size).

include any additional storage charges) or cancellation of any order.

4. Orders and Delivery

- 4.1 Orders may be placed verbally, by phone, via PMR or email to the Seller's order processing department or through the Portal. The Seller hereby notifies the Buyer that telephone calls received by the Seller's order processing and customer support departments may be monitored for quality control, staff training and service improvement purposes.
- 4.2 When placing an order with the Seller, whether through the Portal or otherwise, the Buyer is responsible for ensuring that the terms of each order it places with the Seller are complete and accurate.
- 4.3 All times, dates or periods given for the delivery of the Goods are estimates only and shall not be of the essence of the Contract. The Seller shall use reasonable endeavours to supply by agreed delivery dates but shall not incur any liability whatsoever for any loss or damage resulting from delay howsoever caused.
- 4.4 All Goods are sold subject to reasonable availability and the Seller reserves the right to substitute materials of equivalent or superior specification without notice.
- 4.5 Unless otherwise stated in the Contract, the price of the Goods shall include the cost of delivery where the agreed delivery location is to a country where the Seller is licensed to sell goods. In the case of 'special deliveries' (i.e. deliveries that are not normal scheduled deliveries) a separate charge will be specified in the Contract.
- 4.6 Deliveries will be in accordance with MHRA guidelines and good distribution practices ("GDP") as are applicable to the Seller at the time of delivery.
- 4.7 The Goods shall be delivered to the address stated in the Contract and the signature of an employee or agent of the Buyer at such address on the Seller's delivery note shall be conclusive proof of the delivery of the Goods.
- 4.8 If the Buyer fails to take delivery of the Goods on the date of delivery the Seller will be entitled, at its sole discretion and without prejudice to its other rights, either:
 - (a) to store the Goods at the risk of the Buyer and the Buyer shall pay all costs and expenses of such storage (including any insurance) and any additional costs of carriage incurred; or
 - (b) to terminate the Contract with immediate effect and dispose of the Goods as the Seller may determine.
- 4.9 The Seller reserves the right to deliver in instalments at its discretion. Where delivery is by instalment, each instalment shall be treated as a separate contract and the failure by the Seller to deliver any one or more instalments in accordance with these Conditions, or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 4.10 The Buyer shall accept the supply of such quantity of the Goods (whether more or less) as reasonably approximates to the amount stipulated in the Buyer's order.
- 4.11 The Buyer shall indemnify and hold the Seller harmless from and against any costs or losses incurred by the Seller because of the Buyer's failure to take delivery of the Goods on the delivery date (in which case such indemnity shall

- 4.12 Where Goods are delivered to the Buyer in a delivery container or tote (hereinafter called "**Tote**"), the Buyer agrees that it shall be required to return the empty Tote to the Seller. Unless otherwise agreed by the Seller, the Buyer shall make any such Tote available for collection at such times as the Seller (or authorised representative acting on its behalf) shall reasonably request. If the Seller does not specify a particular time or date for collection of the Tote, the Buyer shall make the Tote available for collection by the Seller (or any representative acting on its behalf) upon delivery of the next order at the Buyer's premises. Until the time of collection by the Seller (or its third party representative) the Buyer shall be responsible for storing the Tote separately from the Buyer's other property so that it remains readily identifiable as the Seller's property and the Buyer shall not damage the Tote or remove, deface or obscure any identifying mark or packaging on or relating to the Tote. The Seller shall be entitled to levy a charge at its then current rate in respect of any failure to comply with this Condition 4.12, by issuing an invoice for the amount due, and such charge shall be payable in accordance with Condition 5.

5. Price and Payment

- 5.1 The price payable for the Goods shall be the price set out in the order or, if no price is quoted, as stated in the Seller's product price list current at the date the order is accepted by the Seller.
- 5.2 The Seller shall be entitled to increase the price for the Goods at any time prior to delivery to take account of increases in costs including (but not limited to) labour, overheads and transport.
- 5.3 The price is exclusive of Value Added Tax ("**VAT**"), customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price for the Buyer's account unless otherwise stipulated in writing by the Seller.
- 5.4 Unless otherwise agreed in writing, the Buyer shall make payment for the Goods (and / or, if applicable, the Tote) in full no later than 30 days from the end of the month in which the invoice for the Goods (and / or, if applicable, the Tote) is dated. The Seller shall be entitled to invoice each instalment as and when delivery has been made. Time of payment shall be of the essence of the Contract.
- 5.5 Payment should not be made to any of the Seller's employees. Unless otherwise stated in the Contract payment should be made to the Seller's bank account, details of which shall be set out in the invoice.
- 5.6 Where, after acceptance of an order, the Seller has grounds for believing that Buyer may not be able to fulfil its payment obligations, the Seller shall be entitled to require from the Buyer suitable security for such payment obligations prior to delivery of the Goods.
- 5.7 The Seller may apply credit limits to any Buyer and may review and vary such credit limits at its own discretion at any time. The Seller shall use reasonable endeavours to notify the Buyer of any applicable credit limit or material change thereto, but failure to do so shall not affect the validity or enforceability of such limit. Where a credit limit is in place, the Seller shall not be obliged to accept or fulfil any order that would cause the Buyer to exceed its applicable credit limit, and any such order may be held or cancelled at the Seller's discretion.



- 5.8 In the event of overdue payment, the Seller may charge interest at the higher of a rate of five per cent above Bank of England base rate or such rate as is set down in any relevant statute. Such interest will accrue, compounded on a daily basis, from the date upon which payment was due until payment in full and shall continue both before and after judgment.
- 5.9 The Buyer shall not purport to set off or withhold any payment claimed or due from the Seller under any contract with the Seller including this Contract.
- 5.10 The provisions of this Condition 5 shall be subject to any specific terms entitled 'Standard Trading Terms and Conditions' that may be issued by the Seller to the Buyer from time to time governing the sale by the Seller of specific Goods. Any Goods supplied by the Seller expressly subject to such Standard Trading Terms and Conditions shall be subject to the Standard Trading Terms and Conditions in force at the date that the order is accepted by the Seller.
- 5.11 The Buyer shall spend at least £2,500 (excluding VAT) on Goods (or such other figure as notified to the Buyer by the Seller from time to time) in each calendar month ("**Minimum Spend**").
- 5.12 The Seller will apply a surcharge of £50 (or such other figure as notified to the Buyer by the Seller from time to time) in each calendar month where the Buyer fails to meet the Minimum Spend.
- 5.13 Payment for Goods will only be accepted by Direct Debit.
- 6. Risk and Ownership**
- 6.1 Except as otherwise provided in these Conditions, the risk of damage to or loss of the Goods shall pass to the Buyer upon delivery of the Goods in accordance with Condition 4.7.
- 6.2 The Seller shall retain title to and ownership of the Goods and the Buyer will hold them as Seller's bailee and fiduciary agent until the Seller has received payment in full of all sums due under the Contract. If payments received from the Buyer are not stated to refer to a particular invoice the Seller may appropriate such payments to any outstanding invoice at the Seller's discretion.
- 6.3 Title to Goods shall not pass to the Buyer until the earlier of:
- (a) the Seller receiving payment in full (in cash or cleared funds) for the Goods and all other sums that are or that become due to the Seller from the Buyer for sales of Goods or on any account, in which case title to these Goods shall pass at the time of payment of all such sums; and
 - (b) the Buyer reselling those Goods, in which case title to those Goods shall pass to the Customer at the time specified in Condition 6.4.
- 6.4 Subject to Condition 6.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- (a) it does so as principal and not as the Seller's agent; and
 - (b) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- 6.5 Until payment of the purchase price by the Buyer to the Seller the Buyer shall be the bailee of the Goods and, except where otherwise permitted by the Seller in writing:
- (a) the Goods shall be stored separately from any goods which belong to the Buyer or any third party and shall be clearly marked and identifiable as being the Seller's property;
 - (b) the Seller shall maintain those Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (c) the Buyer shall notify the Seller immediately if it becomes aware of any of the events listed in Condition 6.6 below; and
 - (d) give the Seller such information as the Seller may reasonably require from time to time relating to:
 - i) the Goods; and
 - ii) the ongoing financial position of the Buyer.
- 6.6 If the Buyer fails to make any payment to the Seller when due, takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Condition 6.6 or if the Seller has reasonable cause to believe that any of these events is likely to occur:
- (a) the Buyer grants the Seller the right to enter, without prior notice, any premises where Goods owned by it may be, and to repossess and dispose of any Goods owned by it to discharge any sums owed to it by the Buyer under this Contract or any other contract;
 - (b) the Buyer's right to sell or otherwise dispose of the Goods shall terminate immediately;
 - (c) the Seller shall have the right to withhold delivery of any undelivered Goods and stop any Goods in transit; and
 - (d) all sums unpaid in respect of the Goods supplied under the Contract shall become immediately due and payable.
- 6.7 Unless the Seller expressly elects otherwise, any contract between the Seller and the Buyer for the supply of Goods shall remain in existence notwithstanding any exercise by the Seller of its rights under this Condition 6.
- 6.8 The Goods shall, once the risk has passed to the Buyer in accordance with this Condition 6 or otherwise, be and remain at the Buyer's risk at all times unless and until the Seller has retaken possession of them and the Buyer shall comprehensively insure the Goods against loss or damage by accident, fire, theft or other risks usually covered by insurance in the type of business carried out by the Buyer.
- 7. Sales by the Buyer**
- Goods are sold on the condition that if such Goods may only be supplied to the public by persons who are authorised then they are supplied to the public only by



such authorised persons.

8. Recall of Goods

- 8.1 If the Seller should deem a recall of any Goods to be appropriate, the Buyer shall, upon notification from the Seller (which may be made verbally and subsequently confirmed in writing including by email), render all reasonable assistance as may be requested by the Seller and, in particular, shall:
- (a) comply with the Seller's instructions (including any instruction the Seller provides from the MHRA and/or any third party supplier to the Seller) in relation to the recall;
 - (b) return to the Seller all of the Goods covered by the recall (the "Affected Goods"), and
 - (c) advise the Seller (as far as practicable) in writing of the buyers of all Affected Goods already sold by the Buyer.
- 8.2 The Seller shall be responsible for the reasonable cost of collection of Affected Goods from the Buyer and shall make the necessary arrangements for the collection of the Affected Goods.
- 8.3 If the Seller is unable to return or replace the Affected Goods within a reasonable period after such recall, the Seller shall, at its discretion (acting reasonably), either supply to the Buyer a credit note to the value of all Affected Goods so retained by the Seller, or replace the Goods. In the event that a credit note is to be issued to the Buyer, this shall be once the Affected Goods have been returned to the Seller and the Seller has received credit from the supplier who instigated the recall.

9. Use of Information

- 9.1 A copy of the Seller's Privacy Policy can be found at <https://www.lexonuk.com/terms-and-conditions> (or such other location as the Seller makes available from time to time) and the Seller's Privacy Policy is applicable in relation to the Seller's use of the Buyer's personal data.
- 9.2 Information that the Buyer provides or which the Seller obtains about the Buyer, the Buyer's business or the Buyer's directors/members will be held in the Seller's computer and manual systems and used for credit scoring; administration of the Buyer's account; customer and product analysis; market research and to improve the products and services the Seller offers. The Seller may monitor calls as described in Condition 4.1.
- 9.3 Unless the Buyer contacts the Seller to say otherwise, the Seller will from time to time send the Buyer information about products and services from the Seller by email, SMS and post.
- 9.4 The Group may carry out credit checks with licensed credit agencies on guarantors. The Group and the agencies may keep a record of the search. By completing and submitting the application form, the Buyer confirms that the guarantor has been notified of this and that they do not object.
- 9.5 Any of the Group companies may, with the Buyer's consent, send the Buyer information by email, phone or post about other products and services (including those from other organisations) in which the Buyer may be interested.

10. Limitation of Liability

- 10.1 The following provisions of this Condition 10 set out the

Seller's entire liability (including liability for the acts and omissions of its employees, agents and sub-contractors) arising under or in connection with this Contract, including but not limited to liability in contract, any representation (other than fraudulent misrepresentation) statement, tort (including negligence), restitution or otherwise.

- 10.2 The following provisions are designed to take account of the fact that the Seller is not the manufacturer of the Goods but is simply a reseller. It shall be the responsibility of the Buyer promptly to check the Goods for quantity and defects following delivery by the Seller. The Seller shall only be liable for loss of or damage to the Goods whilst in transit or for any claim that the Goods are defective or do not otherwise comply with the Contract where written notice (including photographic evidence in the case of damaged or defective Goods) is given to the Seller by the Buyer:
- (a) in the case of loss, damage, defect or non-compliance with the Contract within 24 hours of the time of delivery; or
 - (b) in the case of Goods not delivered, within 24 hours of the date upon which the Buyer is notified that the Goods have been consigned for delivery.
- 10.3 If the Buyer shall fail to give notice in accordance with Condition 10.2 above the items delivered shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall thereafter be wholly barred.
- 10.4 Subject to the Buyer notifying the Seller in accordance with Condition 10.2 (and the claim not being barred by Condition 10.3), in the event that the Buyer has a valid claim for any defect, loss, damage or non-compliance with the Contract the Seller's only obligations in respect of such defect, loss, damage or non-compliance shall be to:
- (a) make good any shortage or non-delivery; and/or
 - (b) at its option replace the items concerned or refund the cost of such Goods to the Buyer and any transport costs incurred by the Buyer in connection with the delivery of the Goods in question and/or their return to the Seller, provided that **if there are issues with Goods:**
 - (i) that require temperature-controlled storage (including cold-chain conditions) the Goods must be returned within 24 hours of delivery (unless the Seller notifies the Buyer of a different timeframe in advance); and the Buyer must provide written evidence to the Seller that the Goods were stored correctly throughout the period whilst on the Buyer's premises; or
 - (ii) that require ambient storage, the Goods will be accepted if returned within 3 Working Days provided that they have been stored correctly whilst on the Buyer's premises,
- and in each case, all returns shall be subject to the requirements of Condition 11.7. The parties shall act in accordance with MHRA guidelines and procedures in relation to any returns, and in the event of any conflict between the timeframes prescribed in this Condition 10.4(b) and the MHRA guidelines in force at the applicable time, the MHRA guidelines shall take precedence in relation to the returns process.
- 10.5 Subject to Condition 10.7 the Seller shall not be liable for any



loss of profits; loss of sales or business; loss of production, loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

- 10.6 Subject to Condition 10.7 the aggregate liability of the Seller to the Buyer for any loss or damage (whether asserted by the Buyer or third parties) of whatever nature and cause as set out in Condition 10.1 shall be limited to and in no circumstances shall exceed the total invoice price of the Goods in respect of which the claim relates and the transport costs identified in Condition 10.4(b), less any discount given and excluding VAT.
- 10.7 Nothing in these Conditions shall operate to exclude or in any way limit either party's liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by its negligence, or any other liability that may not be excluded for limited as a matter of English law.
- 10.8 Nothing herein shall impose any liability upon the Seller in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including (but without prejudice to the generality of the foregoing) any failure by the Buyer to comply with any recommendations of the Seller as to storage and handling of the Goods.
- 10.9 The Seller makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the Seller accepts no liability in this respect.
- 10.10 Except as provided for in these Conditions, any terms, conditions and/or warranties, (whether express or implied by law, trade custom, practice, course of dealings or howsoever) including but without limitation those relating to satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to the Seller) or market and/or resale value are hereby excluded.

11. Returns

- 11.1 Unless contrary to applicable law, the Buyer may request to return Goods to the Seller subject to the remaining provisions of this Condition 11.
- 11.2 All returns under this Condition 11 are at the absolute discretion of the Seller and no returns should be made until the Seller's customer service team has been contacted pursuant to Condition 11.5 and the Buyer has then been notified by the Seller that the return is approved.
- 11.3 The Seller reserves the right to refuse a request to return in the event the Seller, acting reasonably, considers the Buyer to be acting in bad faith or acting unreasonably or if the Buyer makes an unusual or high number of returns. If the Buyer receives a delivery for Goods but subsequently decides that it does not want the Goods (including, but not limited to the quantity of the Goods order), the Seller is under no obligation to approve and accept any returns of those Goods.
- 11.4 The following Goods are not returnable pursuant to this Condition 11:
- (a) Goods that are required to be stored in refrigerated conditions ("Fridge lines"); and
 - (b) Goods that are secure storage controlled drugs ("CDs").
- 11.5 All return requests must be logged by the Buyer with the

Seller's customer service team (T: 0800 138 2293; E: returns@lexon-uk.com) within 24 hours of delivery.

- 11.6 The Seller may charge the Buyer for the costs of returning the Goods to the Seller. However, no returns charge will be applied where the Goods need to be returned due to a delivery error by the Seller.
- 11.7 The Buyer must comply with the following process for returning Goods. The Seller shall be entitled to refuse to accept a return and shall not be liable to the Buyer in respect of any loss of Goods or delay or loss of credit in respect of returned Goods where this process is not followed:
- (a) Goods must be returned in original saleable condition, unopened and not tampered with and must be of a minimum refund value of £25.
 - (b) the Goods must have been stored in accordance with any requirements made known to the Buyer by the Seller and the Buyer's Responsible Pharmacist must confirm in writing that the Goods were stored as such, and provide evidence that the Goods were kept at the correct temperature, from the point of delivery;
 - (c) returned Goods must be packaged securely within the pharmacy tote in which the relevant Goods were received by the Buyer;
 - (d) the Buyer must attach a returns label including the reference number provided by the Seller's customer service team to the outside of the tote;
 - (e) the Buyer must make the returned Goods available for collection by the Seller's logistics provider on the day after the return request is made; and
 - (f) the original invoice for the returned Goods must be enclosed and returned with the returned Goods.
- 11.8 If the requirements of this Condition 11 is complied with in relation to returned Goods, the Seller shall refund the Buyer or issue a credit note.

12. Use of the Seller's Portal

- 12.1 The Buyer acknowledges that it has a non-exclusive licence to access the Seller's Portal, which may be accessed through the Seller's website, for so long as the Seller permits and that such licence is non-transferable, non-sublicensable by the Buyer. Use of the Seller's Portal by the Buyer is solely for the purpose of placing orders for Goods with the Seller.
- 12.2 When using the Portal the Buyer:
- (a) shall use the Portal only in connection with the consideration and placing of orders for Goods and purposes ancillary thereto (for example contacting the Seller to discuss an order);
 - (b) agrees not to use the Portal in any way that will damage, impair or render it less efficient; and
 - (c) acknowledges that its use of the Portal does not grant it any rights in relation to the Seller's intellectual property.
- 12.3 The Seller shall make reasonable efforts to update the information on the Portal, but makes no representations, warranties or guarantees, whether express or implied, that the content on the Portal is accurate, complete or up to date.



- 12.4 The Seller does not guarantee that the Portal will be secure or free from bugs or viruses. The Buyer is responsible for configuring its information technology, computer programmes and platform to access the Portal and should use its own virus protection software.
- 12.5 The Buyer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Seller's Portal in whole or in part.
- 12.6 The Buyer shall be responsible for use of the Seller's Portal by the Buyer's employees, directors and agents, and shall only permit access to the Seller's Portal to those individuals who strictly need access as part of their role at the Buyer's business. Each individual shall have a separate account and password and the Buyer is responsible for ensuring that its employees, directors and agents at all time adhere to this requirement.
- 12.7 The Buyer shall notify the Seller as soon as it becomes aware of any unauthorised use of the Seller's Portal by any person.
- 12.8 The Seller may revoke access to the Portal at any time at its discretion and without notice, regardless of whether there is a reason or not.
- 12.9 The Buyer shall not allow the Seller's Portal to become the subject of any charge, lien or encumbrance; and deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Seller.
- 12.10 The Buyer may not use the Seller's Portal:
- (a) in any way that breaches any applicable local, national or international law or regulation;
 - (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - (c) for criminal purpose in any way;
 - (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Seller's reasonable expectations and standards;
 - (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - (f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - (g) to reproduce, duplicate, copy or re-sell any part of the Seller's Portal in contravention of the provisions of the Seller's terms and conditions; or
 - (h) to access without authority, interfere with, damage or disrupt: any part of the Seller's Portal; any equipment or network on which Seller's Portal is stored; any software used in the provision of Seller's Portal; or any equipment or network or software owned or used by any third party.
- 13. Termination and consequences of expiry or termination of the Contract**
- 13.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Condition 13.1(b); or
 - (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on business.
- 13.2 Without affecting any other right or remedy available to it, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer repeatedly breaches any of the terms of the Contract in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - (b) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; or
 - (c) any of the events within scope of Condition 2.7 occurs.
- 13.3 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in Condition 13.1(b), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 13.4 On termination or expiry of this Contract for any reason the Buyer shall:
- (a) immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt; and
 - (b) promptly return to the Seller all equipment, materials and property belonging to the Seller that the Seller had supplied to it or a member of its Group in connection with the supply and purchase of the Goods under this Contract, and return to the Seller (or, at the Seller's prior written request, destroy) all documents and materials (and any copies) containing the Seller's confidential information and erase all the Seller's confidential information from its computer systems (to the extent possible).
- 13.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.



- 13.6 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

14. Confidentiality

- 14.1 Each party undertakes that it shall not at any time during the Contract and for a period of three (3) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 14; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. Force Majeure

The Seller shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from normal sources of supply.

16. Waiver

The waiver by the Seller of any right, or the failure by the Seller to exercise any right or to insist on the strict performance of any provision of the Contract, shall not operate as a waiver of, or preclude any further exercise or enforcement of (as the case may be) or other exercise or enforcement by that party of that or any other right or provision.

17. Severability

Each provision of the Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby be affected or impaired.

18. Contracts (Rights of Third Parties) Act 1999

No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts

(Rights of Third Parties) Act 1999 or otherwise.

19. Assignment and Sub-contracting

The Buyer shall not without the Seller's prior written consent assign, novate, transfer or sub-contract the Contract or any of its rights or obligations under it to any other person, firm, company or third party. The Seller may assign, novate, transfer or sub-contract the Contract or any of its rights or obligations under it to any other person, firm, company or third party.

20. Entire agreement

The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

21. Notices

- 21.1 Subject to Condition 21.2, all notices under this Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice. Notices shall be deemed to have been duly given:
- (a) when delivered, if delivered by courier or other messenger (including registered mail) between 9am and 5pm on a Working Day, or otherwise at 9am on the next Working Day; or
 - (b) on the second Working Day following mailing, if mailed by first class post, postage prepaid; or
 - (c) on the tenth Working Day following mailing, if mailed by airmail, postage prepaid; or
 - (d) if sent by email to returns@lexonuk.com or such other email address as notified to the Buyer from time to time (in the case of notices to the Seller) or to the address used by the Buyer in the ordinary course of its business (in the case of notices to the Buyer), provided that no bounce-back or other notice of non-delivery is received by the sender: (i) when sent, if sent between 9am and 5pm on a Working Day; or (ii) otherwise, at 9am on the next Working Day.
- 21.2 This Condition 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- #### 22. Anti-Bribery and Anti-Corruption
- 22.1 It is the policy of each of the parties to comply with all laws and regulatory requirements affecting its business including anti-corruption and anti-bribery laws within the United Kingdom. Each party shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") that are applicable within the United Kingdom;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;



- (c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements of that Act and will enforce them where appropriate; and
- (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of the Contract.

22.2 Breach of this Condition 22 shall be deemed a material breach of the Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate Contract.

23. Modern Slavery Act 2015 Anti-Slavery & Human Trafficking

23.1 Both parties acknowledge and agree that there are anti-slavery and human trafficking laws to which each of the parties are subject to which prohibit slavery, servitude and forced or compulsory labour as well as human trafficking. These laws include but are not limited to the Modern Slavery Act 2015.

23.2 Each party shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to modern anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Laws**") that are applicable within the United Kingdom;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out either wholly or partially within the UK;
- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Modern Slavery Act 2015, to ensure compliance with the Anti-Slavery Laws (especially Part 6 section 54), and will enforce them where appropriate;
- (d) promptly provide an anti-slavery and trafficking transparency statement regarding its supply chains on request as well as at the anniversary of the Contract, such anti-slavery and trafficking transparency statement should include information as recommended under Part 6 section 54 of the Modern Slavery Act 2015;
- (e) notify the other party as soon as it becomes aware of any actual or suspected breach of Condition 23.2(a) or Condition 23.2(b)); and
- (f) confirm that no slavery or human trafficking is taking place in any of its supply chains, nor in any part of its own businesses;

23.3 Breach of this Condition 23 shall be deemed a material breach of this Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate this Contract.

23.4 Each party agrees to refrain from, and to procure that its staff, agents or sub-contractors refrain from any activity in connection with this Contract that would constitute a violation by either party of an Anti-Slavery and Human Trafficking Statute under the Anti-Slavery Laws.

24. Governing Law and jurisdiction

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall in all respects be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Last updated: 3 August 2026