



ACCOUNT OPENING PACK





Terms and Conditions of Sale

1. Contracts

Acceptance by Lexon (UK) Limited, of 18 Oxleasow Road, East Moons Moat, Redditch, Worcestershire, B98 0RE (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.

The company has implemented an anti-corruption and bribery policy copy of which is available on request and expects all third parties with which it contracts to be compliant with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to the Bribery Act 2012. The company will 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.

This contract is governed by English Law and all disputes will be dealt with by English Courts.

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. Account Terms

The company reserves right to:

- Charge a delivery charge appropriate to the distance and location of delivery for any order placed that is below the net value of £200.
- Apply a minimum daily spend threshold for daily spending accounts not meeting a threshold of £3000 net in England, Wales and all other territories £4000.
- To apply quota on purchase, where imposed by any manufacturer, or in limited supply.
- 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 P, POM or POMV and/or controlled drugs (CD's) to pharmacies registered with GPhC for fitness to practice, to doctors with a fitness to practice certificate or to any wholesaler with a valid and current Wholesale Distribution Authorisation (WDA(H)) with the appropriate schedules. Customers are required to notify the company immediately, should there any change in registration and/or licensing status.

4. Payment Terms

Where credit terms have been agreed, our standard payment terms are 30 days month end, 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.

All credit accounts must be paid by direct debit unless otherwise approved.

5. Title of Goods

Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and / or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.

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 5 working days of receipt and be accompanied by the appropriate returns form, with an authorisation number.
- Any discrepancies must be reported within 24 hours of receipt of the delivery.
- Cold Chain lines may not be returned for credit in accordance with regulatory requirements.

The direct line for credit authorisation is 01527 505406/ 0800 138 2293

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

Lexon (UK) Limited is licensed and Regulated by the Medicines and Healthcare Products Regulatory Agency (MHRA).

Wholesale Distribution Authorisation No.: WDA(H) 15184.

LEXON RETURNS POLICY 2022

To obtain authorisation for return phone:

Redditch: 0800 138 2293 (Freephone) – 01527 505406 (Returns Office)
Ferryhill: 01388 720661 (Option 2) – 01388 724175 (Returns Office)

For credit to be issued the following criteria must be met:

- Authorisation must be obtained within **24 hrs** from date of invoice. Authorised sites (Wholesalers) must contact within **72 hrs**.
- Returned products must be returned to Depot within **5 days**
- Storage declaration must be signed and dated as instructed at the bottom of the 'returns slip' for confirmation that manufacturer's storage conditions have been maintained.
- Anti-Tamper Device must not be tampered with.
- The product must be undamaged, unopened, and un-dispensed
- **Fridge lines are non-returnable if ordered in error.** Returns for other reasons must be authorised by an R.P. or deputy on Form FGB1205 prior to stock being returned for credit. Products must be returned to Depot within **24 hrs** from date of invoice. Fridge temperature records must be supplied prior to authorisation being issued. Your Lexon driver will sign the pre-authorised form FGB1205 to confirm products have been uplifted which must be signed by a Pharmacist/Deputy and a copy to be returned with the product for credit to be processed.
- **Schedule 2 and Schedule 3 (signable) Controlled Drugs are non-returnable if ordered in error.** Returns of all other Schedules must be authorised by an R.P. or deputy prior to returning to Depot and must be returned within **5 days from date of invoice** and be accompanied by the authorised form FGB1200. A signature for collection by your driver will need to be kept for your reference for proof of collection on FGB1200.
- **Nutritional supplements ordered in error are not able to be returned.**
- **Courier collections - If items being returned are ordered in error by the customer, and the value is less than £18, the customer will be asked to pay for their own uplift.**
- CD orders, delivered by a Lexon driver, must be opened, checked, and signed for on delivery and the purple CD receipt given back to Driver for return to vault. Any discrepancies to be reported immediately to Returns team for investigation to be initiated.
- Product recall will remain open for **6 weeks** from the date of notification, or the return will not be authorised or credited.
- Drivers will only collect products if accompanied by the relevant paperwork and authorisation code with the declaration of storage signed and dated by customer.
- Stock received with price labels, ink marks or dispensing labels attached will be refused credit and disposed.



www.lexonuk.com

Yogesh Patel
18/07/2022

Yogesh Patel
Responsible Person / QA Manager
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ACCOUNT OPENING FORM - DISPENSING DOCTORS

18 Oxleasow Road | East Moons Moat | Redditch | Worcestershire | B98 0RE

P: 01527 501900 | F: 01527 502949 | sales@lexonuk.com

Practice Name:

ADDRESS AND CONTACT

Practice Address:	Contact Name:	
	Position:	
	E-mail:	
	Practice Phone:	Fax:
	Company Reg No.:	
Post Code:		
Dispex Account No. (if any):	VAT No.:	EORI No.:

AUTHORISATION

Does the practice employ a pharmacist?	Yes/	No	GPhC Reg No.:			
Pharmacist's full name:			Hold Wholesale Dealer's Authorisation: Yes No			
*WDA(H) No.:			WDA(H) Issuing Authority:			
Hold CD Licence for Schedule:	2*	3*	4* (Part I)	4* (Part II)	5*	Ref No.:
Legal Categories able to receive:	POM	P	GSL	Cold Chain		
Partner's full name				GMC No.		

I/ We hereby apply for a credit account and thereby agree *terms & conditions* available at http://www.lexonuk.com/site/lexon_terms_conditions.php

Sign:	Sign:
Print Name:	Print Name:
Date:	Date:

Please return completed form by post, Fax: 01527 502949 or via e-mail

Post: Account Opening, Unit 18, Oxleasow Road, East Moons Moat, Redditch, B98 0RE

OFFICE USE ONLY

Reviewed GPhC / GMC Authorisation:	Yes	No	
WDA(H) Applicable:	Yes	NA	
WDA(H) Verified:	Yes	NA	
Reviewed Credit Check:	Yes	No	
Reviewed VAT Number:	Yes	No	
Reviewed Company Reg:	Yes	No	
Checked by:	Name:	Sign:	Date:
Reviewed by:	Name:	Sign:	Date:
Approved		Declined	
Authorised by: (To be completed by RP)	Name:	Sign:	Date:

