



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
Tel: 01527 505442
Email: yogesh.patel@lexonuk.com

SUPPLIER / WHOLESALE CUSTOMER APPROVAL FORM

Data Validity: Only valid when all pages are presented together as one document and declaration has been signed



COMPANY INFORMATION										
Company Name:					Trading Name: <i>(if different)</i>					
Company Registration Number:					VAT Registration:					
Website:										
Account Type										
Company type		Select Select			Specify <i>(other)</i> : Specify <i>(other)</i> :					
Product type		Select Select Select			Specify <i>(other)</i> : Specify <i>(other)</i> : Specify <i>(other)</i> :					
Address		Registered:								
		Trading: <i>(if different)</i>								
		Warehouse:								
If applicable, please list all MHRA site IDs that will be used in the procuring / holding / supply of products with Lexon (UK) Limited										
Site ID		Site ID		Site ID		Site ID		Site ID		
Site ID		Site ID		Site ID		Site ID		Site ID		
Site ID		Site ID		Site ID		Site ID		Site ID		
Site ID		Site ID		Site ID		Site ID		Site ID		
Site ID		Site ID		Site ID		Site ID		Site ID		
Site ID		Site ID		Site ID		Site ID		Site ID		
Transport Method					Company Name:					
LICENCE/ MEMBERSHIP INFORMATION <i>(complete as applicable)</i>										
Licence Type:		Select			Licence Ref No.:					
		Select			Licence Ref No.:					
		Select			Licence Ref No.:					
		Select			Licence Ref No.:					
		<input type="checkbox"/> POM <input type="checkbox"/> P <input type="checkbox"/> GSL <input type="checkbox"/> AVM-GSL <input type="checkbox"/> NFA-VPS <input type="checkbox"/> POM-VPS <input type="checkbox"/> POM-V <input type="checkbox"/> OTHER								
Authorised to supply cold chain medicinal products: <input type="checkbox"/> Yes <input type="checkbox"/> No										
Authorised to supply Controlled Drugs: <input type="checkbox"/> Yes <input type="checkbox"/> No										
CD Schedules: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 (Part I) <input type="checkbox"/> 4 (Part II) <input type="checkbox"/> 5 Licence Ref No.:										
Certificate Type:		Other			Issuing Authority:					
		Certificate No.:								
		Issue/ Inspection Date:			Validity Ends: <i>(No. of years permitted to be relied upon)</i>					
		Other			Issuing Authority:					
		Certificate No.:								
		Issue/ Inspection Date:			Validity Ends: <i>(No. of years permitted to be relied upon)</i>					
		Other			Issuing Authority:					
		Certificate No.:								
		Issue/ Inspection Date:			Validity Ends: <i>(No. of years permitted to be relied upon)</i>					
Note: Mention 'Various' in the fields for Certificate No., Issue/ Inspection Date, and Validity Ends if there is more than one site.										
Member of a trade association: <input type="checkbox"/> Yes <input type="checkbox"/> No					Name of the association:					
Member of Pharmacy Group: <input type="checkbox"/> Yes <input type="checkbox"/> No				Name of Group:			Number of Shops:			
FMD Status: <input type="checkbox"/> MAH <input type="checkbox"/> Designated Wholesaler <input type="checkbox"/> NA										
Do you use brokers?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA			If yes, will you use in transactions with Lexon			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Brokers Registration Number										

SUPPLIER / WHOLESALE CUSTOMER APPROVAL FORM



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Please send a copy of full current licence(s) as completed above and include the certificate for all authorised and nominated sites for Procuring /Supplying medicinal goods to Lexon UK. Send these documents by e-mail or fax (+44 1527 505 401). Please send an official English translation where originals are not in English.

CONTACT INFORMATION			
Main Contact	Name:		
	Position:		
	Phone:	Fax:	
	E-mail:		
RP / QP	Name:		
	Phone:	Fax:	
	Out of Hours:		
	E-mail:		
Finance	Name:		
	Position:		
	Phone:	Fax:	
	E-mail:		
RPI (If applicable)	Name:	Email:	
FINANCIAL INFORMATION			
Payment terms:		Freight and Insurance terms (for UK suppliers):	
Expected Spend (for UK Wholesale Customers):			
Retention of Title Policy:			
Bank Name:	Sort Code:	A/C No.:	
IBAN No.:	BIC/ SWIFT No.:		
Bank Address:			Country:
Preferred address for the financial correspondences:			
QUESTIONNAIRE			
Do you maintain a Quality Management System?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Does your QMS contain procedures for Risk Assessment, Deviations, CAPA and Change Control?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do staff receive initial and continuous training?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have suitable and adequate premises, installations, and equipment to ensure correct storage and distribution of medicinal products?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a procedure on how to handle temperature deviations?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Is the warehouse secured and only accessible by authorised personnel?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a cleaning schedule in place?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a pest control system in place?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you verify Suppliers / Customers prior to working with them?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you keep a maintained supplier / customer list?			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a written procedure for handling customer complaints			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a written procedure for handling returns			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a written procedure for handling suspected falsified medicinal products			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Do you have a written recall procedure			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Please provide details of recall contact:		Name:	Position:
Phone:	Email:	Out of Hours:	

SUPPLIER / WHOLESALE CUSTOMER APPROVAL FORM



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Are any outsourced activities covered by GDP guidelines covered in a Technical Agreement	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do you have a self-inspection procedure in place	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Are procedures in place to ensure medicinal products are maintained at the required storage conditions during transportation	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Are procedures in place to ensure temperature sensitive products are transported using the correct thermal packaging and containers or vehicles	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
For Brokers, do you comply with GDP requirements	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

Declaration: I/ We hereby declare that the above information is correct and true at the time of signing this document. I/We undertake responsibility of the mandate to notify **Lexon UK** as soon as practicable for any changes in the current status of the authorisation(s). To be signed by Responsible Person or delegated person(s)

Name: _____ Signature: _____ Date: _____

APPROVAL (to be completed by Lexon UK)

Copy of all relevant authorisations/ licenses and Certificates received: YES NA

If selected 'NA' above provide the reason:

Authorised Legal Categories: POM P GSL AVM-GSL NFA-VPS POM-VPS POM-V OTHER

Cold Chain Medicinal Products: YES NO

Controlled Drugs: YES NO

Controlled Drug Schedules Verified Against Licence (UK): 1 2 3 4 (Part I) 4 (Part II) 5

Controlled Drug Schedules Verified Against Licence (Europe): Psychotropic / Narcotic

An official English translation of the original documents received: YES NA (original documents are in English)

Credit Check (for UK suppliers/ wholesale customers): YES NO NA

Company House (for UK suppliers/wholesale customers): YES NO

Any other checks: YES NO Specify:

Details Verified: YES Verified against:

Comments:

Verified by: _____ Signature: _____ Date: _____

Wholesale Customers Only

Credit Limit:

Approved By: _____ Signature: _____ Date: _____

Provide this form and all associated documents including the evidence for the verification where appropriate to the RP. The suppliers of pharmaceutical raw materials are to be authorised by the QA Manager.

Authorisation: (To be completed by RP / WQP or QA)	Reviewed authorisation(s)/ licence(s): <input type="checkbox"/> YES <input type="checkbox"/> NA
	Reviewed GMP/ GDP certificate: <input type="checkbox"/> YES <input type="checkbox"/> NA
	Reviewed ISO certificate: <input type="checkbox"/> YES <input type="checkbox"/> NA
	FMD Status: <input type="checkbox"/> MAH <input type="checkbox"/> Designated Wholesaler <input type="checkbox"/> NA
	Reviewed verification documentation: <input type="checkbox"/> YES <input type="checkbox"/> NA (comment is required)
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	Comments: (If any)

Name: _____ Signature: _____ Date: _____

Added the supplier to Navision: YES NO (provide reason):

Added on: _____ Added by: _____ Signature: _____



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Lexon (UK) Limited

18 Oxleasow Road
Moons Moat East
Redditch
Worcestershire
B98 0RE

Name(s) of Account Holder(s)

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Originator's Identification Number

8	3	7	5	6	6
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FOR Lexon (UK) Limited OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.
Details Checked By:

Signature:

Reference Number:

Date mandate sent to bank:

Instruction to your Bank or Building Society

Please pay Lexon (UK) Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Lexon (UK) Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signatures

Date

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Lexon Customer Account Number

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Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date, or frequency of your Direct Debit Lexon (UK) Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request Lexon (UK) Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Lexon (UK) Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Lexon (UK) Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.