



# New Account Pack

## ARK in Schools

# Welcome to Arcadia



Dear Customer,

Thank you for choosing Arcadia Medical.

Please ensure all sections on the application and order form are completed. If you have any questions regarding how to complete sections of this form, please do not hesitate to contact us.

Please complete and return the following:

## **Pages 3 & 4**

We kindly ask you to read our Terms and Conditions enclosed with this pack carefully, as these are the contractual terms that will apply to all purchases which you make from **Arcadia Medical**.

If you wish to discuss any of the Terms and Conditions, please contact our friendly customer services team on **01792 940270**. Our opening hours are Monday to Friday 9am to 5:30pm (excluding Bank Holidays).

Please return your completed account form and order form via email to:

[customerservices@arcadiamedical.co.uk](mailto:customerservices@arcadiamedical.co.uk)

Upon receipt of your application form, we will endeavor to set up your account as soon as possible. When your account is open and providing you have enclosed our order form, we will contact you shortly after to arrange payment. Once this is completed, we will process your order.

We look forward to providing you with a first-class service and quality products.

The Arcadia Medical Team.

# New Account Form



For Office Use Only

Account Number:

## CONTACT INFORMATION

School Name:

Head Teacher / Principle Name:

Order Contact Name:

Telephone Number:

E-mail:

## DELIVERY INFORMATION

Delivery Point Name:

Delivery Point Address:

City:

Post Code:

## PAYMENT INFORMATION

Payment Method

BACS

Credit/Debit Card

Cheque   
(May incur additional cost)

## IMPORTANT INFORMATION

Here at Arcadia Medical we take your privacy seriously and will only use your information to administer your account and to provide the products and services you have requested from us. However, from time to time we would like to contact you with details of other products and services we provide. If you consent to us contacting you for this purpose and this purpose only, please tick to say how would like us to contact you:

Email

Telephone

Post

Do Not Consent

## OFFICE USE ONLY

### KEY ACCOUNT MANAGER

Key Account Manager Name:

Decommission Required:

Yes

No

### CUSTOMER SERVICE

Price List Reference:

Customer Group:

Account Opened By (Sign & Date):

### QUALITY

Account Verified by (Sign & Date):

SAP Activation Completed (Sign & Date):

|                            |
|----------------------------|
| <b>For Office Use Only</b> |
| <b>Account Number:</b>     |

| ACCOUNT INFORMATION |
|---------------------|
| <b>School Name:</b> |

| ORDER INFORMATION  |   |                |          |          |   |   |                |  |   |   |                |  |                                 |  |               |  |
|--|---|----------------|----------|----------|---|---|----------------|--|---|---|----------------|--|---------------------------------|--|---------------|--|
| <p>We wish to purchase emergency ARK Rescue Kit(s) for use in our school for the wellbeing of our asthmatic / severely allergic children.</p> <p>Please make your selection from the following ARK Kits:</p>   |   |                |          |          |   |   |                |  |   |   |                |  |                                 |  |               |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">KIT NAME</th> <th style="width: 50%;">CONTENTS</th> <th style="width: 15%;">PRICE</th> <th style="width: 15%;">QUANTITY</th> </tr> </thead> <tbody> <tr> <td>                     ARK001<br/> <b>ARK Junior Anaphylaxis Kit 150MG</b> </td> <td>                     2 x Jext Adrenaline Auto-Injector<br/>                     1 x Salbutamol inhaler<br/>                     1 x Spacer delivery device (for salbutamol inhaler)<br/>                     Additional security ties &amp; supporting information / documentation                 </td> <td style="text-align: center;"><b>£249.00</b></td> <td></td> </tr> <tr> <td>                     ARK002<br/> <b>ARK Senior Anaphylaxis Kit 300MG</b> </td> <td>                     2 x Jext Adrenaline Auto-Injector<br/>                     1 x Salbutamol inhaler<br/>                     1 x Spacer delivery device (for salbutamol inhaler)<br/>                     Additional security ties &amp; supporting information / documentation                 </td> <td style="text-align: center;"><b>£249.00</b></td> <td></td> </tr> <tr> <td>                     ARK003<br/> <b>ARK Asthma Kit</b> </td> <td>                     1 x Salbutamol Inhaler<br/>                     2 x Spacer delivery device (for salbutamol inhaler)<br/>                     Additional security ties &amp; supporting information / documentation                 </td> <td style="text-align: center;"><b>£59.95</b></td> <td></td> </tr> </tbody> </table> | KIT NAME  | CONTENTS       | PRICE    | QUANTITY | ARK001<br><b>ARK Junior Anaphylaxis Kit 150MG</b> | 2 x Jext Adrenaline Auto-Injector<br>1 x Salbutamol inhaler<br>1 x Spacer delivery device (for salbutamol inhaler)<br>Additional security ties & supporting information / documentation | <b>£249.00</b> |  | ARK002<br><b>ARK Senior Anaphylaxis Kit 300MG</b> | 2 x Jext Adrenaline Auto-Injector<br>1 x Salbutamol inhaler<br>1 x Spacer delivery device (for salbutamol inhaler)<br>Additional security ties & supporting information / documentation | <b>£249.00</b> |  | ARK003<br><b>ARK Asthma Kit</b> | 1 x Salbutamol Inhaler<br>2 x Spacer delivery device (for salbutamol inhaler)<br>Additional security ties & supporting information / documentation | <b>£59.95</b> |  |
| KIT NAME   | CONTENTS  | PRICE          | QUANTITY |          |   |   |                |  |   |   |                |  |                                 |  |               |  |
| ARK001<br><b>ARK Junior Anaphylaxis Kit 150MG</b>  | 2 x Jext Adrenaline Auto-Injector<br>1 x Salbutamol inhaler<br>1 x Spacer delivery device (for salbutamol inhaler)<br>Additional security ties & supporting information / documentation | <b>£249.00</b> |          |          |   |   |                |  |   |   |                |  |                                 |  |               |  |
| ARK002<br><b>ARK Senior Anaphylaxis Kit 300MG</b>  | 2 x Jext Adrenaline Auto-Injector<br>1 x Salbutamol inhaler<br>1 x Spacer delivery device (for salbutamol inhaler)<br>Additional security ties & supporting information / documentation | <b>£249.00</b> |          |          |   |   |                |  |   |   |                |  |                                 |  |               |  |
| ARK003<br><b>ARK Asthma Kit</b>  | 1 x Salbutamol Inhaler<br>2 x Spacer delivery device (for salbutamol inhaler)<br>Additional security ties & supporting information / documentation                                      | <b>£59.95</b>  |          |          |   |   |                |  |   |   |                |  |                                 |  |               |  |
| <p><b>Please Note: "Jext" adrenaline auto-injector, salbutamol inhaler and spacer will automatically be supplied in the ARK box.</b></p>   |   |                |          |          |   |   |                |  |   |   |                |  |                                 |  |               |  |

|                      |  |
|----------------------|--|
| <b>Discount Code</b> |  |
|----------------------|--|

**ARK can be positioned anywhere but we suggest positioning in high-risk areas. ARK kits are easily portable for situations such as day or residential trips.**

**Disclaimer:**

**It is the school's responsibility to decide on the most suitable areas to position ARK kits. Please refer to manufactures guidance for storage limits.**

| DECLARATION  |
|--|
| <p><b>I have read and agree to be bound by Arcadia Pharma Ltd t/a Arcadia Medical Terms &amp; Conditions, Privacy &amp; Cookies Policy, which are enclosed within this application form.</b></p> |
| SIGNATURES   |
| <p><b>Sign (Head teacher/Principal):</b></p><br><br><p><b>Name &amp; Position:</b></p><br><br><p><b>Date (mm/dd/yy):</b></p>   |
| <p><b>Please return completed forms by Email: <a href="mailto:customerservices@arcadiamedical.co.uk">customerservices@arcadiamedical.co.uk</a></b></p>   |

## 1. Application of Terms and Conditions

- 1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller and
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

## 2. Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"Business Day"** means any day other than a Saturday, Sunday or bank holiday;

**"Buyer"** means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

**"Contract"** means the contract for the purchase and sale of the Goods which shall incorporate, and be subject to, these Terms and Conditions.

**"Price"** means the price stated payable for the Goods;

**"Delivery Date"** means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller, as evidenced in the Contract;

**"Goods"** means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with the Contract;

**"Month"** means a calendar month; and

**"Seller"** Means Arcadia Pharma Ltd, a company registered in England under 8497840 of Unit 3, Bell Court, Swansea West Industrial Park, Fforestfach, Swansea, SA5 4HP and includes all employees and agents of Arcadia Pharma Ltd.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "Writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.2.2 A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 "These Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 A Schedule is a schedule to these Terms and Conditions; and

2.2.5 A Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 A "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

## 3. Basis of Sale

3.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by the Buyer by whichever is the earlier of:

3.3.1 The Seller's written acceptance;

3.3.2 Delivery of the Goods; or

3.3.3 The Seller's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## 4. Orders and Specifications

- 4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless confirmed by an Order Acknowledgement.
- 4.2 The customer is responsible to the Seller for ensuring accuracy of the content of any order submitted, and must also give the Seller any necessary information relating to the product within a timescale to enable the Seller to perform the contract in accordance with its terms.
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 4.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the prior written consent of the Seller and the Seller shall in its sole discretion determine.

## 5. Price

- 5.1 The Price of the Goods shall be the price by the Seller current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.
- 5.2 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3 Any settlement discount specified by the Seller in the Contract will be allowed by the Seller to the Buyer in respect of Goods for which payment is received by the Seller on or before the due date and otherwise in accordance with the payment terms agreed.
- 5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller's charges for packaging and transport.
- 5.5 The Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

## 6. Payment

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the Price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the Price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the Price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, credit or set off) within 30 Business Days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.
- 6.4 If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 6.2 of these Terms and Conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

## 7. Delivery

- 7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance and/or the Contract as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

# Terms & Conditions



7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and 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.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

7.5 Our standard courier service is 2 working days. Alternative services can be arranged on request and may incur additional costs. Our delivery charges are as follows:

| <u>Location</u>   | <u>Prices</u>                |                             |                             |   |
|---|------------------------------|-----------------------------|-----------------------------|---|
|   | <b>Orders Under<br/>£150</b> | <b>Orders Over<br/>£150</b> | <b>Cold Chain<br/>Items</b> | <b>Delivery Charges in<br/>Extreme<br/>Temperatures</b> |
| <b>UK Mainland<br/>(Excluding Scottish Highlands,<br/>Islands &amp; Northern Ireland)</b> | £10                          | Free                        | £18 per<br>Consignment      | £18 per Consignment                                     |
| <b>Isle of Wight</b>  | £10                          | £10                         | £18 per<br>Consignment      | £18 per Consignment                                     |
| <b>Northern Ireland</b>   | £30                          | £30                         | £48 per<br>Consignment      | £48 per Consignment                                     |
| <b>Scottish Highlands, Isle of<br/>Man, Jersey &amp; Guernsey</b>                         | £65                          | £65                         | £65 per<br>Consignment      | £65 per Consignment                                     |

## 8. Inspection/Shortage

8.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

8.2 Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".

8.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within three working Business Days of delivery detailing the alleged damage or shortage.

8.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

8.5 Subject to sub-Clauses 9.3 and 9.4, the Seller shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

## 9. Risk and Retention of Title

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

9.1.1 In the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

9.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the

Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

9.3 [Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.]

9.4 Until payment has been made to the Seller in accordance with these Terms and Conditions and the Contract and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as Bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

9.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9.6 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.

9.7 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:

9.7.1 The Buyer commits or permits any material breach of his obligations under these Terms and Conditions;

9.7.2 The Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

9.7.3 The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

9.7.4 The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

## 10. Assignment

10.1 The Seller may assign the Contract or any part of it to any person, firm or company without the prior consent of the Buyer.

10.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

## 11. Defective Goods

11.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within three Business Days of such delivery, the Seller shall at its option:

11.1.1 Replace the defective Goods within three Business Days of receiving the Buyer's notice; or

11.1.2 Refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.

11.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

11.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Seller's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

11.4 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.5 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Terms and Conditions, the



Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

11.6 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

## 12. Limitation of Liability

12.1 Subject to the provisions of Clauses 7, 8 and 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

12.1.1 Any breach of these Terms and Conditions or the Contract;

12.1.2 Any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

12.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:

12.3.1 for death or personal injury caused by the Seller's negligence;

12.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

12.3.3 for fraud or fraudulent misrepresentation.

12.4 Subject to sub-Clauses 12.2 and 12.3:

12.4.1 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price; and

12.4.2 The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 13. Confidentiality, Publications and Endorsements

13.1 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default.

13.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor.

13.3 The Buyer will use all reasonable endeavours to ensure compliance with this Clause 13 by its employees, servants and agents.

13.4 The provisions of this Clause 13 shall survive the termination of the Contract.

## 14. Communications

14.1 All notices under these Terms and Conditions and under the 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.

14.2 Notices shall be deemed to have been duly given:

14.2.1 When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

14.2.2 When sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

14.2.3 On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

14.2.4 On the tenth business day following mailing, if mailed by airmail, postage prepaid.

14.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## 15. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 16. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

## 17. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the contract shall be valid and enforceable.

## 18. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 19. Law and Jurisdiction

19.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

At Arcadia your privacy matters to us and we want you to be confident that your data is safe and secure with us. We invite you to carefully read this Privacy Policy, which sets out in which context we are processing your data and explains your rights and our obligations when doing so. Should you have any further question in relation to the processing of your data, you can contact us via email to our Data Protection Officer at [info@arcadiapharma.co.uk](mailto:info@arcadiapharma.co.uk)

## What information do we have about you?

We collect various types of data about you, including:

- Your general and identification information (e.g. name, first name, last name, email and/or postal address, fixed and/or mobile phone number, organisation bank details);
- Your function (e.g. title, position, name of company and/or trading name)

You can visit our website without providing any information. We may collect your identifiable information (such as name, address, telephone number, e-mail address or other identifying information) only when you choose to submit it to us, for example if you are required to register to use any part of our website.

## How will we use the information?

We always process your data for a specific purpose and only process the data which is relevant to achieve that purpose. In particular, we process your data for the following purposes:

- Process your order;
- Manage your account;
- Provide you with appropriate, adequate and updated information about our products and services;
- Improve the quality of our interactions and services by adapting our offering to your specific needs;
- Answer your requests and provide you with efficient support;
- Track our activities (e.g. measuring interactions or sales, number of appointments/calls);
- Manage our IT resources, including infrastructure management and business continuity;
- Preserve the company's economic interests and ensure compliance and reporting (such as complying with our policies and local legal requirements, tax and deductions, managing alleged cases of misconduct or fraud; conducting audits and defending litigation);
- Manage mergers and acquisitions involving our company;
- Archiving and record keeping;
- Billing and invoicing;
- Any other purposes imposed by law and authorities.

With your consent we will:

- Send you surveys (e.g. to help us improve your future interactions with us)

## Who has access to your data and to whom are they transferred?

We will not sell, share, or otherwise transfer your data to third parties other than those indicated in this Privacy Policy.

In the course of our activities and for the same purposes as those listed in this Privacy Policy, your data can be accessed by, or transferred to the following categories of recipients, on a need to know basis to achieve such purposes:

- Our personnel (including management, staff personnel and departments);
- Our suppliers and services providers that provide services and products to us;
- Our IT systems providers, cloud service providers, database providers and consultants;
- Our business partners who offer products or services jointly with us or with our subsidiaries or affiliates;
- Any third party to whom we assign or novate any of our rights or obligations; and

- Our advisors and external lawyers in the context of the sale or transfer of any part of our business or its assets.

The above third parties are contractually obliged to protect the confidentiality and security of your data, in compliance with applicable law.

Your data can also be accessed by or transferred to any national and/or international regulatory, enforcement, public body or court, where we are required to do so by applicable law or regulation or at their request.

## How do we protect your data?

We have implemented appropriate technical and organisational measures to provide a level of security and confidentiality to your data.

These measures take into account:

- The state of the art of the technology;
- The costs of its implementation;
- The nature of the data; and
- The risk of the processing.
- The purpose thereof is to protect it against accidental or unlawful destruction or alteration, accidental loss, unauthorised disclosure or access and against other unlawful forms of processing.

Moreover, when handling your data, we:

- Only collect and process data which is adequate, relevant and not excessive, as required to meet the above purposes; and
- Ensure that your data remains up to date and accurate.

For the latter, we may request you to confirm the data we hold about you. You are also invited to spontaneously inform us whenever there is a change in your circumstances so we can ensure your data is kept up-to-date.

## Where do we store your data?

Your data is stored at our office, Unit 3 Bell Court, Fforestfach, Swansea, SA5 4HP. Some data is held in a hard copy at our secure premises, on our Customer Account Management system, our cloud service provider, our accounting system and with our contracted IT service provider.

Your data will always be kept safe and secure whilst with us and our providers.

## How long do we store your data?

We will only retain your data for as long as necessary to fulfil the purpose for which it was collected or to comply with legal or regulatory requirements.

## Cookies

Our Website uses cookies. They are used to make our service more user-friendly, effective and secure. Cookies are small text files that are deposited on the computer and stored by the browser. Most of the cookies we use are session cookies, which are automatically deleted at the end of your visit. Cookies do not damage your computer and do not contain viruses.

You can block or remove cookies at any time within the relevant browser settings.

## What are your rights and how can you exercise them?

You may exercise the following rights under the conditions and within the limits set forth in the law:

- The right to access your data as processed by us and, if you believe that any information relating to you is incorrect, obsolete or incomplete, to request its correction or updating;
- The right to request the erasure of your data or the restriction thereof to specific categories of processing;
- The right to withdraw your consent at any time, without affecting the lawfulness of the processing before such withdrawal;
- The right to object, in whole or in part, to the processing of your data;

If you have a question or want to exercise the above rights, you may send an email to [info@arcadiapharma.co.uk](mailto:info@arcadiapharma.co.uk) or a letter to Data Privacy, Arcadia Pharmaceuticals, Unit 3 Bell Court, Fforestfach, Swansea, SA5 4HP.

If you are not satisfied with how we process your data, please address your request to our Data Protection Officer at [info@arcadiapharma.co.uk](mailto:info@arcadiapharma.co.uk), who will investigate your concern. In any case, you also have the right to file a complaint with the competent data protection authorities, in addition to your rights above.

## How will you be informed of the changes to our Privacy Policy?

Any future changes or additions to the processing of your data as described in this Privacy Policy will be notified to you in advance through an individual notice through our usual communication channels (e.g. by email or via our internet websites).