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**Terms and Conditions**

1. **DEFINITIONS**

In these conditions “The Company” means DNB Pharma Ltd, and “The Buyer” means the Company, Organisation or individual to whom these terms and conditions are addressed.

1. **DELIVERY**

 Whilst every endeavour will be made to effect deliveries on time, no guarantee as to

 exact dates is to be implied and no liability will be accepted for any loss or damage

 occasioned by delay in delivery howsoever caused.

1. **CANCELLATION**

The Buyer shall be responsible for any non-recoverable costs incurred by the Company should the Buyer cancel any order it has placed.

1. **PRICE**

The prices charged and against which payment must be made will be those prices ruling at the date of despatch of goods.

1. **RENTENTION OF TITLE**

Until the payment of all monies due under the business relationship subsisting from time to time between the Company and the Buyer, including any finance bills or return bills which may exist, the Company shall retain title in all goods whatsoever delivered or supplied by it to the Buyer.

1. **TERMS OF PAYMENTS**

Unless otherwise agreed, cleared funds by pro-forma invoice on all orders. With credit account, subject to set-up and approval unless stated otherwise, see credit period stated on each invoice. The maximum terms are 15 days from date of invoice.

1. **OVERDUE ACCOUNTS**

We reserve the right to cover any costs incurred in the recovery of overdue accounts, and the right to charge interest at the rate of 8 per cent above the Bank of England base rate per annum on overdue accounts and any legal costs incurred.

1. **EARLY SETTLEMENT**

Early settlement discount shall only be taken if settlement amount and terms are stated on the invoice. If settlement period for payment has been exceeded, no settlement discount shall be allowed.

1. **CLAIMS/RETURNS**

Any complaint of short delivery or damaged to goods delivered must be notified by the Buyer to the Company within three working days and any compliant of failure to deliver goods invoiced must be so notified to the Company in writing within 7 days of the date of invoice. The Company will have no liability for such loss, damage or non-delivery unless the terms of this clause are strictly complied with.

If any goods supplied by DNB Pharma Ltd prove on inspection to be defective in any way the Company undertakes as its option to replace the same or refund the Buyer the invoice price of the goods and in no circumstances will liability exceed the cost of replacement or the price paid by the Buyer for such goods.

1. **COMPATABILITY**

Responsibility for establishing the suitability of any of the Company’s products for its intended use shall rest upon the Buyer and the Company shall not be liable for any loss or damage whether consequential or otherwise, and the Buyer shall not rely on representations made by the Company or on behalf of the Company.

1. **ASSIGNMENT OF DEBTS**

 Where there exists at any time any Counterparty Debt, the parties agree that the

 Company shall be entitled to assign the counterparty debt to any third party or to

 several third parties in varying proportions. Where any Counterparty Debt has been

 assigned by the Company, the parties agree that the assignee shall have the right to

 set off such sums against any money it owes to the Counterparty on a monthly basis

 with no arrears by mutual ledger journal entry.

1. **CONFIDENTIALITY**

In accordance with new Government law from the 25th May 2018 GDRP – Each party

 confirms that it will not at any time during the contact disclose to any person outside

 either company confidential information concerning the business. Neither party shall

 use the other party’s confidential information for any other purpose other than to

 perform its obligations under the contract of which they work on.

DECLARATION:

By signing this I confirm that I am authorised to accept your terms and conditions on behalf of my Company. The Buyer as defined above

Signed by ………...............……………Position held…….................…………………….

Signature……………………………........

Dated…….................…….