

1. DEFINITIONS & INTERPRETATIONS

1.1. The following words and/or expressions shall, for the purposes of these Terms and Conditions, have the following meanings:

“Business Day” means any day which is not a Saturday, Sunday or public holiday in the Territory, and **“Business Days”** will be construed accordingly;

“Confidential Information” means any and all information of any nature in whatsoever form relating to either party’s respective businesses, and their respective customers, competitors, shareholders, associates, prospective business(es), technical processes, intellectual property or finances, or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into the other party’s possession by virtue of the Contract or which could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information.

“Contract” means the letter agreement between UD Consumer and the Supplier for the distribution of Products and/or, where applicable, provision of Sales Services which incorporate these Terms;

“Delivery Date” has the meaning given in paragraph 3.1.1.5;

“Distribution Services” has the meaning given in Annexure B to the Contract;

“Details” means, in the context of Sales Services, the contacting of end customers in the Territory or such persons as both parties agree should be contacted by Sales Representatives in connection with the promotion of the Products;

“Employment Regulations” means the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 or any other legislation or binding legal obligation providing for the transfer of employment in service provision arrangements;

“Group” means a group of companies as is more particularly defined in s.8 of the Companies Act 2014;

“Losses” means all and any costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands or legal costs (on a full indemnity basis) and judgments;

“Products” means the Supplier’s products the subject of the Distribution Services and, where applicable, Sales Services, as more particularly set out in Annexure A to the Contract;

“Product Cost” means the cost to Supplier of manufacturing the Product and delivering the Product to UD Consumer, otherwise referred to as “cost of goods sold”;

“Product Prices” means the price payable by UD Consumer to the Supplier in accordance with Annexure C to the Contract and these Terms;

“Reclaims” means, where applicable, the reclaims payable by the Supplier to UD Consumer as set out in Annexure C to the Contract;

“Sales Services” has the meaning given in Annexure B to the Contract;

“Sales Representatives” means, the non-dedicated sales team employed by UD Consumer and more particularly described in Annexure B to the Contract and **“Sales Representative”** shall be construed accordingly;

“Short Dated” means, in respect of Products, having an expiry date or (if there is no stated expiry date), a remaining shelf life that is less than twelve (12) months upon delivery;

“Supplier” shall mean the supplier of Products named in the Contract entered into with UD Consumer;

“Terms” means these terms and conditions;

“Territory” means the Republic of Ireland;

“UD Consumer” means UD Consumer Pharmaceutical Distributors Limited or any member of its Group that is expressly identified as UD Consumer in the Contract.

1.2. Any reference to UD Consumer in these Terms shall be deemed to be a reference to any member of its Group that is identified as UD Consumer in the Contract.

1.3. A **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); references to a party includes its successors or permitted assigns; any phrase introduced by the terms “including, include, in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; use of the singular includes the plural and vice versa; use of gender includes the other genders.

1.4. Any reference to a statute, statutory provision or subordinate legislation (**“legislation”**) shall (except where the context otherwise requires) be construed as referring to (i) such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation, and (ii) any former legislation which re-enacts, consolidates or enacts in rewritten form.

2. APPOINTMENT & PROVISION OF SERVICES

2.1. The Supplier acknowledges and accepts that it has appointed UD Consumer to act the Supplier’s distributor in the Territory in accordance with the Contract and these Terms.

2.2. Where the Supplier has appointed UD Consumer as its exclusive provider of Distribution Services and, where applicable, Sales Services, the Supplier undertakes that it shall not:

2.2.1. appoint any other person, firm or supplier in the Territory as a distributor or agent for Products in the Territory;

2.2.2. supply to any other person, firm or supplier in the Territory any of the Products for resale; or

2.2.3. where applicable, appoint any other person, firm or supplier in the Territory as its provider of Sales Services in respect of the Products.

2.3. The Contract shall apply to the exclusion of all other terms and conditions, including any terms or conditions which the Supplier may purport to apply and/or seek to incorporate.

2.4. In the event of any Conflict between the Contract and these Terms, the Contract shall prevail.

3. SUPPLY OF PRODUCTS ON PURCHASED STOCK BASIS

3.1.1. Where UD Consumer has been appointed as distributor on a purchased stock basis, the following specific terms shall apply:

3.1.1.1. Supplier shall supply and sell to UD Consumer the Products at the Product Prices (subject to any Reclaims) and UD Consumer shall store and resell the Products in accordance with good distribution practice (having regard to the nature of the Products);

3.1.1.2. Supplier may only amend the Product Prices provided it notifies UD Consumer at least four (4) weeks prior to such amendments taking effect and such amendments will not apply to any purchase orders submitted to the Supplier before such amendments are due to take effect;

3.1.1.3. UD Consumer shall submit purchase orders for the Products in accordance with historical demand for such Products in the Territory;

3.1.1.4. Supplier shall accept and fulfil UD Consumer’s purchase order for Products in accordance with these Terms;

3.1.1.5. the date for delivery of Products shall be as set out in UD Consumer’s purchase order or otherwise expressly agreed by the

parties in writing or, if no such date is specified, within fourteen (14) days of the purchase order (the “**Delivery Date**”);

3.1.1.6. UD Consumer shall be entitled to cancel any purchase order for Products (at no cost) in the following circumstances:

3.1.1.6.1. at any time, provided such cancellation occurs within three (3) Business Days of when the purchase order was made;

3.1.1.6.2. in the case of manifest error as to the amount or type of Products ordered; or

3.1.1.6.3. in the event the Supplier fails to deliver the Products within five (5) Business Days of the Delivery Date.

3.1.1.7. Supplier shall ensure that Products are delivered to UD Consumer at its nominated premises (DDP, Incoterms® 2010);

3.1.1.8. Risk in the Products shall pass to UD Consumer upon accepted delivery of the Products by UD Consumer. After delivery of Products, risk in the Products shall remain with UD Consumer unless and until UD Consumer provide the Supplier with a written notice of any alleged shortage or damage in accordance with the provisions of paragraph 3.1.1.10, or where there has been a total loss of the Products, within five (5) Business Days of the date of the Supplier’s invoice. Title in the Products shall pass to UD Consumer upon the earlier of (i) when payment has been made to the Supplier in respect of the Products ordered, or (ii) when UD Consumer resell the Product to end customers in the Territory.

3.1.1.9. In the event that any Product(s) delivered by Supplier is Short Dated upon delivery, then the Supplier shall either (at the option of UD Consumer):

3.1.1.9.1. repurchase the relevant Product(s) from UD Consumer at the invoiced price; or

3.1.1.9.2. where it is nevertheless possible to sell the relevant Product(s) to a third party, provide such support as UD Consumer reasonable requires in order to make such a sale, including (but not limited to) reimbursing UD Consumer in full for any discount or the cost of any other incentive UD Consumer advises is necessary to give in order to achieve a sale;

3.1.1.10. Supplier shall be under an obligation to accept the return of any Products supplied to UD Consumer and, where applicable, refund the invoiced price where (i) there has been an error as to the amount or type of Product(s) delivered, or (ii) the Product is found to defective or damaged and UD Consumer has notified the Supplier within five (5) Business Days of its delivery (in respect of visible defects), or five (5) Business Days from the discovery of the defect (in respect of latent defect(s));

3.1.1.11. Where UD Consumer returns any Products pursuant to paragraph 3.1.1.10, Supplier shall be given an opportunity to inspect the damaged Products and investigate any complaint and raise any reasonable queries with UD Consumer in respect of any such defects. Save where any such defect is as a result of the negligent act or omission of UD Consumer, the Supplier shall within ten (10) Business Days of UD Consumer’s notification of the defect, either pay the invoiced price paid by UD Consumer for the affected Products or issue a credit note to UD Consumer for the invoiced price of the affected Products or replace any affected Products free of charge. Furthermore, the Supplier shall responsible for any return costs reasonably incurred by UD Consumer in connection with any Products found to be defective.

3.1.1.12. Supplier shall provide UD Consumer with reasonable advance notice (and in any event, not less than three (3) months’ notice) in the event that any of the Products are to be discontinued and/or replaced with updated version. In such circumstances, UD Consumer shall use reasonable endeavours to sell any Products affected by such notice save that, in the event it is not possible to sell all of the affected Products, Supplier shall either (i) re-purchase the affected Products from UD Consumer at the invoiced price, or (ii) where it is nevertheless possible to sell the affected Products to a

third party, the Supplier agrees to provide the same support as outlined in paragraph 3.1.1.9.2 in respect of the affected Product(s).

4. SUPPLY OF PRODUCTS ON CONSIGNED STOCK BASIS

4.1. Where UD Consumer has been appointed as distributor on a consigned stock basis, the following specific terms shall apply:

4.1.1. Supplier agrees to supply stocks of Products on a consigned basis to UD Consumer’s nominated premises at such times and in such quantities as both parties shall from time to time agree but in any event so that there shall always be sufficient stock as is reasonably required by UD Consumer to fulfil orders for the Product(s) in the Territory. The consent of UD Consumer shall be required in the event Supplier wishes to store in excess of eight (8) weeks’ stockholding of the Products (in accordance with historical demand in the Territory), it being acknowledged that UD Consumer reserves the right to charge storage fees in respect of any excess stockholdings.

4.1.1.1. Supplier shall ensure that consigned Products are delivered to UD Consumer at its nominated premises (DDP, Incoterms® 2010).

4.1.1.2. Following delivery, UD Consumer shall undertake visual inspection of the consigned Products and shall notify Supplier in writing of any visible defects or patent errors in either the delivery or the Products forming part of the delivery within five (5) Business Days after delivery.

4.1.2. UD Consumer shall store and hold the Products on consignment:

4.1.2.1. to the order of the Supplier;

4.1.2.2. in accordance with good distribution practice having regard to the nature of the Products and such written procedures as may be agreed by the parties from time to time.

4.1.3. Title in Products held on consignment shall remain with the Supplier until such time as the Products are resold by UD Consumer in accordance with paragraph 4.1.5. Subject to paragraph 13.4, risk in the Products held by UD Consumer on consignment shall at all times remain with the Supplier until such time as the Product(s) is/are sold to an end customer in accordance with paragraph 4.1.5. For the avoidance of doubt, Supplier shall be responsible for ensuring that it maintains in effect at all times during the term of the Contract “Property All Risks” insurance in respect of Products held on consignment by UD Consumer.

4.1.4. In the case of any damage to, loss or removal of Products held on consignment that is caused by UD Consumer’s (or that of its employees, officers or agents) negligence during the time in which such consigned Products remain under the custody of UD Consumer, the maximum liability of UD Consumer to the Supplier in respect of any such damaged consigned Products shall be the Product Cost.

4.1.5. UD Consumer shall be permitted to sell Product forming part of the consignment stock to end customers in the Territory and Supplier agrees to supply and sell to UD Consumer such Products at the Product Prices (but subject to any Reclaims). In pursuance of the right granted in this paragraph 4.1.5 and in fulfilment of any order from end customers in the Territory, UD Consumer shall be entitled to withdraw Product from consignment and deliver same to end customers. Upon delivery of the Product(s) to the end customer, title in the Product(s) shall pass to UD Consumer. Subject to paragraph 4.1.4, risk in Products withdrawn from consignment shall not pass to UD Consumer but shall pass to the end customer upon delivery.

4.1.6. Where UD Consumer have sold consigned Product to end customers pursuant to paragraph 4 and the end customer returns any such Product(s) to UD Consumer claiming such Product(s) contained any defect or damage, UD Consumer shall notify the Supplier as soon as practicable and provide Supplier, where requested, a reasonable opportunity to inspect the affect Product(s) to satisfy itself as to the damage or defect thereon (acting reasonably). Supplier shall accept the return of Product(s) found to be defective or damaged which have been returned to UD Consumer by end customers, save where it can

be reasonably demonstrated that such damage was caused by the negligent act or omission of UD Consumer whilst the affected Product(s) were in its possession (in which case the provisions of paragraph 4.1.4 shall apply). Where the Supplier reasonably believes the damage and/or defect was caused by the end customer, it shall promptly notify UD Consumer (in addition to providing specific details as to on what basis it came to this conclusion) who shall in turn notify the end customer that no refund and/or replacement shall be made available (and, save where damage and/or defect is caused by UD Consumer, Supplier shall be responsible for any acts and/or demands made by end customer as a result of same). Where Supplier concludes (acting reasonably) that damage and/or defect was not caused by UD Consumer and/or the end customer, Supplier shall within ten (10) Business Days of UD Consumer's notification of damage and/or defect pay the invoiced price paid by UD Consumer in respect of the affected Product(s) (or issue credit note for the same value) or replace the affected Product(s) free of charge. In such circumstances, Supplier shall also be responsible for any reasonable costs incurred in the return of such affected Product(s).

5. QUALITY OF PRODUCTS

5.1. All Products supplied to UD Consumer pursuant to the Contract shall meet and be strictly in accordance with:

- 5.1.1. where applicable, any marketing authorisation applying to that Product;
 - 5.1.2. the written specifications of the Product; and
 - 5.1.3. all standards imposed on the Product by applicable law (including any requirements for such Products to be approved or have consent for sale in the Territory).
- 5.2. Supplier warrants that all Products supplied to UD Consumer pursuant to the Contract shall:
- 5.2.1. at the time of delivery correspond to the description given by the Supplier;
 - 5.2.2. be free from defects of any nature, including in materials, design or manufacture;
 - 5.2.3. conform and meet with all warranties implied by law; and
 - 5.2.4. not be Short Dated.

6. SALES SERVICES

6.1. Where selected and paid for by Supplier pursuant to the Contract, UD Consumer will provide Sales Services to Supplier to support the promotion of the Products in the Territory. The Sales Services shall be delivered by the Sales Representative(s) and shall comprise of the Sales Representative(s) carrying out Details in the Territory in respect of the Products. For the avoidance of doubt, the Service Representative(s) shall promote the Products of more than one UD Consumer Client and are provided to Supplier on syndicated basis.

6.2. UD Consumer shall (and shall procure the Service Representative(s)) exercise reasonable skill and care in carrying out the Sales Services in accordance with standard industry practice. All other conditions, warranties or other terms which might have effect between the parties in respect of the Sales Services or be implied or incorporated into the Contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.

6.3. Where requested, UD Consumer will use reasonable endeavours to procure that the Sales Representative(s) is/are available to attend an initial training course and any subsequent training course requested by the Supplier, such training course(s) to be arranged, delivered and paid for by the Supplier (unless otherwise agreed in writing).

6.4. If, during the term of the Contract, any Service Representative ceases to be employed by UD Consumer or is transferred away from provision of the Sales Services for the Supplier, then UD Consumer shall assign a replacement to the Sales Services as soon as reasonably practicable and Supplier shall arrange training for the replacement as soon as reasonable practicable after they have been assigned to

provide the Sales Services. UD Consumer gives no guarantee as to the number of availability of suitable replacements for any such Service Representative and the only remedy to which the Supplier shall be entitled in the event that no suitable replaced is found within reasonable period shall be to immediately terminate the provision of Sales Services pursuant to the Contract (which, where applicable, shall not be deemed to terminate the delivery of Distribution Services which shall continue in full force and effect).

6.5. UD Consumer shall be responsible for the management of the delivery of the Sales Services more particularly set out in Annexure B to the Contract.

6.6. The following sets out a non-exhaustive list of the Supplier's obligations in connection with the provision of the Sales Services:

6.6.1. it shall provide the Service Representative with an adequate level of training and knowledge prior to the commencement of the Sales Services (or shall procure the provision of) in respect of the Products, the Supplier's operations, the Product marketing strategy, the relevant medical condition to which the Products apply and such other information relating to the Products as is relevant and necessary so as to allow UD Consumer and the Service Representative to carry out their duties in delivery of the Sales Services.

6.6.2. it shall use reasonable endeavours ensure that the Supplier's sales, marketing and medical personnel are fully briefed as to the complementary role of the Service Representative in the provision of the Sales Services, and shall ensure full co-operation by its personnel with the Service Representative and procure and co-operate to ensure the Supplier's personnel co-operate with the Service Representative where required in connection with the delivery of the Sales Services.

6.6.3. it shall provide UD Consumer with all support materials (in sufficient quantities and in a timely manner) for use in the provision of the Sales Services (the "Support Materials") and such Support Materials shall comply with all applicable regulatory requirements and applicable law and the Supplier expressly acknowledges and agrees that UD Consumer shall have no liability for any costs, losses, damages or claims, including but not limited to regulatory code breaches and/or an claims by any third party relating to infringement of intellectual property rights, arising out of or in connection with the use by UD Consumer and/or the Service Representative of the Support Materials;

6.7. Supplier shall indemnify UD Consumer and shall keep UD Consumer indemnified from and against all Losses suffered by UD Consumer as a result of any claim that the Support Materials and/or Products infringe the intellectual property rights of a third party or breach any regulatory code or applicable law.

6.8. In the event that any act or omission of the Supplier (or the Supplier's employees or agents) results in a claim by the Service Representative for discrimination, constructive dismissal and/or unfair dismissal, the Supplier shall indemnify UD consumer against all Losses arising in respect of any resulting claim (including but not limited to settlement or compensation amounts, and related costs and expenses) which may be brought by the Service Representative as a result of such act or omission.

6.9. In the event of the Supplier wishes to call any area or national meeting, training course, conference or event involving the Service Representative, attendance by the Service Representative at such an event shall only be permitted with the prior consent of UD Consumer, and the Supplier shall meet fully all costs relating to attendance at such an event in respect of the Service Representative. Such permission may be conditional upon the Supplier agreeing to pay an amount (to be agreed between the parties) to UD Consumer in order to compensate UD Consumer (and/or in order for UD Consumer to compensate its other client or clients who are provided services delivered by the syndicated team on which the Service Representative works) for any losses caused by the temporary cessation of work in

the Territory by the Service Representative. All costs in connection with any exhibitions, conference and/or advertising in respect of the Products shall be for the account of the Supplier (unless otherwise agreed in writing).

7. THE SERVICE REPRESENTATIVE(S)

7.1. The Service Representative(s) shall be employed and managed by UD Consumer. The Service Representative(s) shall remain at all times under the supervision and control of UD Consumer. UD Consumer shall have responsibility for all employment matters relating to the Service Representative(s) including but not limited to paying the Service Representative(s) and where appropriate for the deduction and payment of all income taxes applicable to the Service Representative(s).

7.2. Grievance and disciplinary matters and termination of employment (where necessary) in respect of the Service Representative(s) will be conducted by UD Consumer in accordance with UD Consumer's disciplinary and grievance procedures. The Supplier shall give UD Consumer such co-operation as UD Consumer may reasonably request (including but not limited to the production of relevant documents and the attendance of witnesses) in any internal grievance or disciplinary proceedings, employment tribunal proceedings or other legal proceedings in relation to any member of the Service Representatives' performance or conduct in connection with the provision of Services.

7.3. If the Supplier has any concerns regarding the Service Representative, whether regarding their capabilities in performing the Sales Services, their conduct, or otherwise, it shall at the earliest reasonable opportunity raise the issue in writing with UD Consumer, giving full details of its concerns. UD Consumer shall take appropriate action, disciplinary or otherwise. In the case of any such issue which amounts to gross misconduct by the Service Representative, the Supplier shall be entitled to require, if it is reasonable to do so, that the Service Representative is as soon as reasonably practicable removed from provision of the Sales Services and replaced at UD Consumer's earliest reasonable opportunity.

7.4. Matters which affect (or may affect) the employment of any Service Representative shall be communicated to the Service Representative by UD Consumer and the Supplier undertakes not to communicate any such matters to the Service Representative.

7.5. If the Supplier wishes to appoint any Service Representative (or a candidate who is or has been under consideration by UD Consumer for an personnel position or a member of UD Consumer's personnel who had previously supplied the Sales Services or are connected with delivery of same), either before, during or within nine (9) months after the end of this Agreement to a position with the Supplier (or any member of its Group) then UD Consumer shall charge the Supplier thirty five per cent (35 %) of the relevant individual's gross first year's salary with the Supplier as a transfer fee (the "**Transfer Fee**"). For the purposes of this paragraph, the date of appointment shall be considered to be the date the Supplier makes a job offer to the relevant individual.

7.6. UD Consumer shall be entitled to invoice the Transfer Fee on acceptance of the post with the Supplier by the relevant individual, and the Transfer Fee shall be payable within 30 days of date of invoice. For the purpose of invoicing the correct amount, the Supplier shall provide details of the starting salary to UD Consumer as soon as reasonably possible and warrants and represents the accuracy of such salary.

7.7. Neither UD Consumer nor the Supplier intend that due to application of any Employment Regulations, the provision of Sales Services is or is likely to result in the transfer of employment of any personnel to the other party, its affiliates or subcontractors. The Supplier represents and warrants that upon entry into of any Contract for the supply of Sales Services, it has not engaged (whether directly

or through a third party) any sales representatives on a dedicated basis in respect of its Products and in any event, where by application of the Employment Regulations, the employment of any personnel is or is alleged to transfer to UD Consumer, its Associated Companies or subcontractors (whether personnel of the Supplier, its Associated Companies or their service provider(s), Supplier agreed to fully indemnify and hold UD Consumer, its Associated Companies and subcontractors harmless against any and all Losses arising out of any claim, action or proceedings (including without limitation redundancy costs and any claim which pertains to the period prior to the date of transfer).

8. Invoicing and Payment

8.1. All Product Prices shall be inclusive of all carriage, packaging and insurance, unless expressed otherwise in writing. Any and all payments made by either party to the other pursuant to the Contract exclude Value Added Tax (VAT) and all other taxes or duties, unless otherwise stated in writing.

8.2. Unless otherwise agreed, payment of the Product Price shall be made against the Supplier's invoices for same, which shall be calculated and invoiced monthly in arrears by way of a single invoice addressed to UD Consumer. Payment of Supplier's invoices for the Product Prices shall be made within period specified in Contract or where not specified, within sixty (60) days from the end of the month in which the invoice is issued.

8.3. UD Consumer may set off against the Product Price (including any applicable VAT payable) any Reclaims and/or any charges agreed by the parties or any lawful set off or counterclaim to which UD Consumer may at any time be entitled.

8.4. To the extent any Reclaims are not set off by UD Consumer as against amount due to Supplier, Supplier shall pay the Reclaims, together with any other charges, costs or expenses payable to UD Consumer (pursuant to Sales Services or otherwise), which shall be calculated and invoiced monthly in arrears by way of a single invoice addressed to Supplier. Payment of UD Consumer's invoices for Reclaims (which are not set off against payment of Product Price), and any other charges, costs or expenses incurred by Supplier, shall be made by Supplier within thirty (30) days of the invoice date (or as otherwise agreed in writing).

8.5. Interest shall be payable on any amounts properly due from one party to the other from the date on which payment was due to the date on which it is made at the rate of no more than three per cent (3%) per annum over the base rate for the time being of Ulster Bank (Ireland) Limited.

9. Supplier Directions

9.1. In the event that the Supplier requires and/or directs UD Consumer to carry out any specific promotions with end customers in the Territory in respect of any Products, the Supplier shall reimburse UD Consumer in connection with the reasonable costs incurred in the carrying out of such promotion, including (but not limited to) the reimbursement of the invoiced price paid by UD Consumer (or the supply of Products free of charge, as applicable) in respect of any Product Stock sold free of charge by UD Consumer pursuant to promotional activities as a result of, by way of example only, an offer for four (4) free Products with every twelve (12) Products purchased.

9.2. Save in circumstances where UD Consumer is providing Sales Services, the Supplier shall be responsible and on risk for any bad debts arising with customers in the Territory. Bad debts are only considered bad debts after all fair means of recovery have been exhausted (it being acknowledged that there shall be no requirement to initiate legal proceedings) and 180 days have lapsed from the date of invoice (a "**Recoverable Bad Debt**"). UD Consumer shall provide reasonable notice to the Supplier in the event it believes a bad debt may be incurred so as to enable the Supplier to decide as to whether to maintain supplies to the relevant end customer in the Territory.

Where a Recoverable Bad Debt becomes due after 180 days, UD Consumer shall be entitled to raise an invoice with the Supplier for reimbursement at the invoice price unless otherwise agreed in writing. Any such invoice(s) shall be paid within 30 days of the date of invoice.

9.3. In the event the end customer subsequently makes payment to UD Consumer in respect of a Recoverable Bad Debt and the Supplier had already reimbursed UD Consumer in respect of such amount owing, UD Consumer shall reimburse the Supplier with an amount equal to the amount actually received from the relevant end customer. Both Parties agree to co-operate in good faith in connection with the recovery of any amounts due by end customers in connection with the sale of Products.

10. Termination

10.1. Either party may end the Contract immediately by giving written notice to the other party if the other party commits a material breach of the Contract and, where the breach is incapable of being remedied, fails to remedy the breach within 30 days of that written notice.

10.2. Either party may end the Contract immediately by giving written notice to the other if the other ceases (or threatens to cease) to trade, goes into liquidation or bankruptcy as applicable (or has a petition for its winding up or bankruptcy presented or passes a company resolution for its winding up), goes into administration (or is subject to an administration order), has a receiver appointed over its assets, proposes an arrangement or compromise with people whom it owes money or enters into (or proposes to enter into) any insolvency related event in any jurisdiction analogous to any of the above.

10.3. The election by either party to terminate does not affect or limit that party's right to pursue any other legal or equitable remedies available to them. The Termination of only the Sales Services (or Distribution Services) does not automatically terminate the Contract which shall continue in full force and effect.

11. Consequences on Termination

11.1. Following termination of the Contract:

11.1.1. each party shall keep any accrued rights, obligations or liabilities to the extent arising prior to the end of the Contract;

11.1.2. those terms of the Contract which are expressed, or by implication are intended to continue in force on or following the end of the Contract shall do so.

11.2. On the date the Contract is ended, each party shall promptly return any Confidential Information, data or property of the other party to that other party.

12. Indemnity

12.1. Supplier shall indemnify and keep UD Consumer indemnified from and against any and all Losses that UD Consumer incurs or suffers as a consequence of any liability incurred by UD Consumer in respect of (i) damage to property, death or personal injury arising in connection with the Products, (ii) in connection with the recall of any Product.

13. LIMITATION OF LIABILITY (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION)

13.1. Nothing in these Terms shall limit or exclude UD Consumer's liability for:

13.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

13.1.2. fraud or fraudulent misrepresentation; or

13.1.3. such liability that cannot, as a matter of law, be limited.

13.2. Subject to paragraph 13.1:

13.2.1. UD Consumer shall under no circumstances whatever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business or business opportunity, loss of reputation or goodwill, loss of data or any indirect or consequential loss arising under or in connection with the Contract ; and

13.2.2. UD Consumer's total liability to the Supplier in respect of any one claim or series of connected claims under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total discount received by UD Consumer on the Product Prices in the twelve (12) months immediately preceding the claim (or series of connected claims) or, if greater, €100,000 (one hundred thousand Euros).

13.3. UD's charges to Supplier are determined on the basis of the exclusions from and limitations of liability contained herein and Supplier acknowledges that these exclusions and limitations are reasonable because of (amongst other matters) the likelihood that otherwise the amount of damages awardable to Supplier for breach by, or negligent performance by, UD Consumer of the Contract may be disproportionate to the monies being made by UD Consumer in connection with same.

13.4. This Condition 13 shall survive termination of the Contract.

14. Confidentiality

14.1. A party (a "receiving party") shall keep in strict confidence all Confidential Information disclosed to the receiving party by the other party (a "disclosing party"), its employees, agents or subcontractors. The receiving party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This paragraph 14 shall survive termination of the Contract.

15. NOTICES

15.1. Any notices must be in writing and may be delivered only by hand, special delivery post or fax, addressed to the recipient at its registered office, or to any other address or fax number as notified in writing to the sender by the other party. Notices shall be deemed to be served on the Business Day following receipt of the recipient of the notice.

16. SUBCONTRACTING & ASSIGNMENT

16.1. UD Consumer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

16.2. The Supplier shall not, without the prior written consent of UD Consumer assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

17. FORCE MAJEURE

17.1. For the purposes of these Terms, Force Majeure Event means an event beyond the reasonable control of a party including but not limited to strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, compliance with any new law or governmental order, rule, regulation or direction, accident, fire, flood, storm or adverse weather conditions.

17.2. Neither party shall be liable to the other party as a result of any delay or failure to perform their respective obligations under the Contract as a result of a Force Majeure Event.

17.3. If the Force Majeure Event prevents a party from performing its obligations under the Contract for more than six weeks, the affected party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the party subject to the Force Majeure Event.

18. GOVERNING LAW AND JURISDICTION

18.1. The Contract shall be governed by and construed in accordance with the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish courts in the event of any dispute.

19. GENERAL

19.1. If any part of the Contract is found by any court or authority to be illegal, invalid or unenforceable then that part will be removed from the Contract to the extent required, but the other parts of the Contract will remain in full force and effect.

19.2. If, at any time, either party fails to exercise any right or remedy in connection with any part of the Contract, this will not operate as a waiver of that right or remedy.

19.3. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier

19.4. Nothing in the Contract is intended or shall be deemed to constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.