

Terms & Conditions

These Terms and Conditions are effective from 01 August 2011 until further notice.

1. Word Definitions

You, the Customer are a person or company buying Products from us.

Pharma Germania (us, our/s) the Product vendor as identified on your invoice and other documentation.

Pharma Germania branded products are products that are listed on our price list under our label and distributed directly by us. Product as described in Order Confirmation may include Pharma Germania branded products and 3rd Party Products. 3rd Party Products are all goods that are not Pharma Germania, but occur on the pricelist.

Order Confirmation our formal acknowledgement of Product ordered by you, sent by Pharma Germania

Price stated in Order Confirmation.

2 Application of these Terms

This Agreement applies to this sale and all statements made by Pharma Germania in brochures, price lists, adverts, quotations, on the internet, email or verbally. Any differences to this Agreement must be confirmed by Pharma Germania in writing. Any other Terms and Conditions are excluded. Placing your order with Pharma Germania means acceptance of this Agreement. This Agreement does not apply to Product purchases from a reseller or distributor. This is not a reseller or distribution agreement.

3 Prices and Payment Terms

Product prices, tax and shipment are as shown on your invoice. Changes to exchange rates, duties, and freight and stock purchase costs may cause Pharma Germania to adjust prices accordingly. Payment must be made before supply, within 14 days of the invoice date without further communication from Pharma Germania . We will deliver on full payment for that order. Payment timing is important.

4 Quotations / Orders / Contract

The quotations and price lists, both electronic and printed, constitute an offer to treat and not an offer for sale. Quotations are only valid if done in writing and during the period that they state. If unstated, the period is 10 days (incl. 3rd Party Products). Orders may be received by email, writing, internet, telephone or fax but are only binding when accepted by Pharma Germania in a written or Email Order Confirmation. Please check the Order Confirmation and notify Pharma Germania of any mistake by your chosen method of communication, backed up by in writing, fax or email immediately or the details stated in the Order Confirmation will apply to this Agreement. Pharma Germania reserves the right to change Products (incl. 3rd Party Products) at any time, but Pharma Germania guarantees to offer you an equivalent product or your money returned.

5 Delivery / Title / Risk

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment. If you refuse delivery without Pharma Germania agreement, you must pay our expenses or losses resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

6 Force Majeure

Pharma Germania is not liable for delays (incl. delivery) caused by circumstances beyond its reasonable control and will be entitled to a time extension under these circumstances; examples include strikes, terrorist acts, war, supplier transport and/or production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than one month, this Agreement may be terminated by either party without compensation.

7 Acceptance

When you receive the Product you must inspect it for any defects or non-conformity within seven days. After this period, you will have accepted the Product. If Pharma Germania agrees to the return of the Product, it must be returned with packaging, and a return note, and the return costs may be payable by you.

8 Termination of Contract

Pharma Germania may terminate this Agreement with immediate written notice if you: 1) fail to pay in full on time, . Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

9 Your Obligations as a Customer

You are responsible for:

- Your own choice of Product and its suitability for purpose.
- Your service provider, telephone & postal charges in contacting Pharma Germania, if any;

You must provide Pharma Germania with all reasonable courtesy, information and cooperation to enable Pharma Germania to perform its service, failing which Pharma Germania shall not be obliged to perform any service or assistance. You are responsible for all of your legal and regulatory requirements.

10 Consumer Rights

If you are a Consumer you may cancel your purchase at any time within seven working days of receipt without cause and receive a refund of the Price paid for the Product or Products.

To do this you must inform Pharma Germania in writing and return the products immediately, as described in Point 7. Acceptance. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer.

11 Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

12 Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Pharma Germania may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You, the customer may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post considered delivered 48 hours after posting) and sent to a legal officer of either party.

13 Warranty

Unless otherwise stated, Pharma Germania guarantees to you that Pharma Germania-branded Products will be free from defects on delivery. Should the product be defective, then Pharma Germania will replace the Product within a reasonable time. All reasonable care and effort shall be used to resolve problems within a realistic period in the circumstances. Pharma Germania warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. Pharma Germania may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

Pharma Germania does not give a warranty guarantee protection for:

- damage caused by incorrect use, by any unqualified 3rd party or yourself;
- fitness for any particular purpose;
- 3rd Party Products used by you. You will receive the warranty or licence for these products directly from their manufacturer or licensor;