### **TERMS AND CONDITIONS**

#### **Our Details**

This site is owned and operated by JB Pharmatron Group. The Old Mill, Blisworth Hill Farm, Stoke Road, Blisworth, Northamptonshire, NN7 3DB, United Kingdom.

JB Pharmatron Ireland, Office 6, Floor 2, Airport Building 1, Gulfstream Avenue, Airport Business Park, Waterford, Ireland.

## Copyright

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### Use of www.jbpharmatron.com

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## **Use of Your Account**

In order to purchase you will first need to register an account with us. If you register on the website, you are responsible for maintaining the confidentiality of your account details, username and password. You agree to take full responsibility for all activities that take place under your account. Our site is fully secure and we have an SSL (Security Sockets Layer) encryption which supports all information between your browser and our server to be encrypted. If you have any reason to believe your account may have been mis-used in any way you should contact us immediately

## Prices, Details and Availability

All prices shown are in Pounds Sterling and Euros and exclude VAT. Some further reaching parts of the UK / Europe may incur a delivery surcharge. We reserve the right to contact you in the event of a delivery incurring this surcharge at the pre-shipping stage, or if the online store has calculated the delivery cost incorrectly. JB Pharmatron Group make every effort to ensure prices, description and product details displayed on the website are accurate at all times. If a pricing error is detected we will inform you as soon as possible giving you the option to reconfirm your order at the correct price or cancelling your order. All prices, products and specifications are subject to change without notice. All goods are subject to availability. All quotations and prices are without obligation and remain valid for 30 days. All prices stated on the basis of the prices applying at the date of quotation / contract. Once your order has been received, we will contact you to confirm

availability. When you complete the online checkout process, you will be sent an email acknowledging receipt of your order. JB Pharmatron Group will only accept this order when we contact you to confirm acceptance of your order. JB Pharmatron Group reserves the right to cancel any offer.

## Ordering & Payment Methods / Terms

To place an order, please use the online store. The final payment amount to include any extra charges such as shipping will be clearly identified. Unless otherwise agreed in writing, payment terms are net, within thirty days of invoice date. For contracts that include stage payments payment is due on invoice date. We reserve the right to charge interest on overdue accounts at a rate equal to the average prevailing clearing bank lending rate. Any order is subject to a minimum order value of £50.00 / €50.00. Currently all payments run through your specified company account. When products are purchased you are required to provide a purchase order reference number. After confirmation of the order we can then update you with the shipment information of your order. Once your products have been shipped for delivery you will then be invoiced for your order. JB Pharmatron Group has the right to fulfill orders or commissions / contracts in parts and invoice them in parts. In this case the customer is obliged to accept the part deliveries and to pay for them. New accounts or purchases of a certain monetary value will be subject to a credit check and may require a deposit payment at time of order. Payment terms for existing customers will be 30 days from the delivery of your order and must be made in the invoiced currency. New customers will require a 30% pre-payment at time of order and the balance payment on the delivery of your order.

### Non-Payment

In the event of a non-payment or late payment, JB Pharmatron Group reserves the right to charge the customer interest from the date of invoice of 8% per month on the outstanding invoice amount.

If after receiving a notice of default the customer still fails to pay the amount due JB Pharmatron Group shall have the right to pass on the debt for collection without prior warning. All costs of collection, both legal and extrajudicial shall be payable by the customers / debtor.

# All goods remain the property of JB Pharmatron until full payment is received.

### Stock

We endeavor to hold a vast range of stock at our site in the UK. When an order is placed but an item is out of stock we will contact you within 1-2 working days. We will inform you of current lead times and give you an estimated dispatch date. If you would like to check availability of an item before you order please contact us.

### **Delivery**

See Delivery Policy Page for further details

Delivery charges are £10.00 for UK customers and €10.00 for Irish Customers. Deliveries to any other parts of Europe will be provided at the time of confirming the order. Delivery is in accordance with the product availability at time of order. If products are not in stock then the estimated delivery time will be communicated to you when you place your order. Distribution of products

will be the most economical and quickest means to ensure fast delivery. All orders placed and confirmed will be sent an order confirmation stating the expected delivery time. This can be dependent on the availability and type of product purchased.

### **Refund Policy**

See Refund Policy Page for further details

#### **Customs**

Overseas product orders, may be subject to import taxes and duties. These will be applied when the package reaches the specified destination. Any additional charges for custom clearance will be the responsibility of the customer and that cross-border deliveries may be subject to opening and inspection by customs authorities.

#### **Retention of Title**

All goods sold and delivered to the customer remain the property of JB Pharmatron Group until full payment of the goods delivered or to be delivered, including all charges has been received by JB Pharmatron Group. As long as the title remains with JB Pharmatron Group, the customer does not have the right to process the goods, pledge them, transfer ownership as a security or grant any other right to them to third parties, except within the normal exercise of their business.

#### Liability

JB Pharmatron Group is not liable for direct or indirect loss or damage to persons and/or goods, including loss or damage due to a stoppage of business resulting for instance from the operation of, or any defect or shortcoming in any goods supplied or from any work performed by or omission or shortcoming by personnel of JB Pharmatron Group. If the goods to be supplied by JB Pharmatron Group are used outside the United Kingdom or Republic of Ireland, JB Pharmatron group is similarly not liable for any consequences for the use or application of the supplied goods arising from technical requirements, standards and /or regulations laid down by laws or stipulation of the country in which the goods are being used.

## **Privacy Policy**

We are committed to protecting your privacy and maintaining the security of any personal information received from you. We strictly adhere to the requirements of the data protection legislation in the UK.

We use your personal information for payment, billing, delivery, email update messages and for the fulfillment of your order by our Accessories Team. We do not store your financial details. We do not sell, rent or exchange your personal information with any third party for commercial reasons, beyond the essential requirement for credit validation during purchase. We follow strict security procedures in the storage and disclosure of information that you have given us, to prevent unauthorised access in accordance with the UK data protection legislation.

We use a technology called "cookies" as part of a normal business procedure to track patterns of behavior of visitors to our site. A cookie is an element of data that our website sends to your browser and is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser

settings. In order to process your order we may be require us to verify your personal details you have given us. If you have any questions please contact us, or to obtain our full privacy policy or download the PDF.

### Force Majeure

Without prejudice to any other terms, we shall not be liable for the failure to fulfill our obligations under the Contract if the carrying out of any obligation is hindered or prevented by any event or circumstance which is beyond our reasonable control including, but not limited to, Acts of God, fire, theft, riot, war, embargo, strikes, civil disobedience, lockouts, shortages of labour, delays in delivery of materials by suppliers, prohibition of import or export, confiscation, failure or breakdown of plant, transport or equipment. We agree to make and you agree to accept delivery whenever such causes of delay have been remedied.

### **Complaints**

JB Pharmatron Group will only process complaints if these are submitted to JB Pharmatron Group in writing by mail / email within 3 days of receipt. If JB Pharmatron Group finds a complaint to be justified, JB Pharmatron Group will arrange for either a repair or replacement at its discretion and its expense. JB Pharmatron Group is not obliged to pay any compensation. Any complaints do not result in payment obligations being suspended and do not entitle a customer to cancel any orders made or to refuse delivery of such orders.

## **Further Extended Terms and Conditions**

### Information on the Website

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#### **External Links**

External links may be provided for your convenience, but they are beyond the control of JB Pharmatron Group and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use.

#### **Warranties**

JB Pharmatron Group makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, your or your company's personal information or material and information transmitted over our system.

#### Use of the Website

JB Pharmatron Group does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction (other than the UK and Republic of Ireland). By accessing the website, you warrant and represent to JB Pharmatron Group that you are legally entitled to do so and to make use of information made available via the website.

## **Applicable Laws**

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of England without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of England in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

### **Comments or Questions**

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us at **info@jbpharmatron.com**