

Receipt of goods

- The Buyer shall be prepared to accept receipt of goods within a time period and a location specified at point of sale. If the Buyer is unable to receive the goods upon the first delivery attempt, the buyer will accept liability for the goods hence forth.
- Unless otherwise expressly agreed, the Seller may affect delivery in one or more installments. Where the goods are delivered in installments; each installment shall be treated as a separate contract. Failure by the Seller to deliver one or more of the installments in accordance with these conditions, or any claim by the Buyer in respect of one or more installments, shall not entitle the Buyer to treat the contract as a whole as repudiated.
- The Seller is under no obligation to remunerate the buyer for losses incurred as a result of a failure to receive goods on the first delivery attempt in accordance with the terms and conditions. The buyer is defined as the individual whom places, pays for or signs for the consignment i.e account holder/prescriber
- If the Buyer refuses or fails to take delivery of the goods delivered in accordance with the terms and conditions or fails to take any action necessary on its part for delivery and/or a shipment of the goods, the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as it deems fit, and to recover from the Buyer any loss or associated costs.
- The Seller shall not be held liable for goods, whether cold chain or ambient, once they have been accepted by a third party on behalf of the Buyer or left in a requested location on behalf of the Buyer. This will include, but is not limited to; employees of the Buyer, hotel/hospital/apartment building staff, safe places, neighbours etc. The Buyer shall ensure that any third parties authorised to accept deliveries on behalf of the Buyer have been notified and are prepared for the acceptance of the goods. The Buyer shall ensure that the authorised third party accepting the delivery of the goods store them in the correct conditions until the goods are received by the Buyer.

Risk and Title

- Risk of damage to or loss of goods shall pass to the Buyer as follows:
 - in the case of goods to be delivered to the Sellers premises, at the time when the Seller notifies the Buyer that the goods are available for collection or delivery;
 - in the case of the goods to be delivered to the Buyer, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, at the time when the Seller has tendered delivery of the goods. Notwithstanding delivery and the passing of risk, 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 agreed price and all other amounts owed under these conditions by the Buyer to the Seller.
- Until title in the goods has passed to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall
 - not part with possession of the goods;
 - keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured as the Seller's property, taking all reasonable steps to prevent any damage to or deterioration of the goods;
 - keep the goods free from any charge, lien or other encumbrance. If the Buyer fails to do so, all monies owing by the Buyer to Seller shall (without prejudice to any other right or remedy to the Seller) immediately become due and payable;
- Until title in the goods has passed to the Buyer (providing that the goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and if the Buyer fails to do so with immediate effect, to enter any premises of the Buyer or any third party where the goods are stored, and inspect or repossess the goods.
- Any rights the Buyer may have to possession of the goods shall in any event cease if:
 - any sum owed by the Buyer to the Seller (whether in respect of the goods or otherwise) is not paid to the Seller by the date when it is due;

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- the Buyer commits a breach of any contract with the Seller.
- Whilst the Buyer is in possession of the goods with the Seller's consent (but not otherwise) the Buyer may in the ordinary course of its business sell the goods provided that:
 - as between the Buyer and its sub-buyer or customer, the Buyer shall sell the goods as principal and shall not be empowered to commit the Seller to any contractual relationship with, or liability to, the sub-buyer or customer or any other person;
 - as between the Seller and the Buyer, the Buyer shall sell the goods in a fiduciary capacity as agent for the Seller;
 - the Buyer shall hold the proceeds of such sales on trust for the Seller;
 - the Seller shall be entitled to any interest earned on the fiduciary account;
 - if proceeds of the sales received by the Seller exceed all amounts owed by the Buyer to the Seller in respect of the goods, the Seller shall return the excess to the Buyer.
- The Seller shall be entitled to bring an action against the Buyer for the price of the goods in event of non-payment by the Buyer by the due date even though property in the goods has not passed to the Buyer and/or shall have the right by notice to the Buyer at any time after delivery to pass property in the goods to the Buyer as from the date of such notice.

Liability

- The Seller warrants that the goods shall be of satisfactory quality and shall correspond with any specification at the time of delivery. All other conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are excluded to the fullest extent permitted by law.
- The Seller's only obligation in relation to defective goods shall be at its option to make good any shortage or non-delivery and/or appropriate to replace any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.
- The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price paid by the Buyer for the goods in respect of any occurrence or series of occurrences.
- The Seller shall not be liable to the Buyer:
 - for defects in the goods caused by abnormal or unsuitable conditions of storage (including in the manner in which the goods are stacked and moved within the warehouse or other storage facility) or use by, or any act, neglect, or default of the Buyer or any third party;
 - for defects in the goods or discrepancies in delivery, unless notified to the seller within 24 hours of receipt of the goods by the Buyer, or where the defect would not have been apparent on reasonable inspection, within 12 months of delivery;
 - for defects in the goods arising from any drawing, design or specification supplied by the Buyer;
 - for goods disposed of by the buyer without the express consent of the seller.
 - if the total price of the goods has not been paid;
 - unless the Buyer with the Seller's prior authorisation, returns alleged defective goods, freight prepaid to the Seller's point of shipment; or
 - for an indirect or consequential loss or damage (whether for loss of profit, revenue, goodwill or any economic loss including physical damage or otherwise), costs or expenses suffered by the Buyer, howsoever caused.
- Nothing in these conditions shall exclude or limit the Seller's liability for death or personal injury caused by its negligence.