



Delivering directly to our Customers

Your personal guide to the changes
to UK Pharmaceutical Distribution
to Pharmacies

Effective 6th July 2009

User Guide

Please retain for future reference

Healthcare Professional,

We are pleased to provide a "User Guide" which describes the new distribution arrangements for Eli Lilly and Company Limited (Lilly) products that are effective Monday 6th July 2009. We hope you will retain this document for future reference.

There are 4 key elements:

- The practical operation of the new distribution model
- Terms and Conditions of Sale
- How to access Lilly products in the case of an emergency
- How to order Somatropin Human Growth Hormone (Humatrope®)

Account set-up information:

If you already have an active trading account with either AAH Pharmaceuticals Limited or PHOENIX Healthcare Distribution you are not required to take any further action. All service arrangements should remain the same for you.

If you do not have an account with either AAH Pharmaceuticals Limited or PHOENIX Healthcare Distribution Limited you should contact both to discuss their respective service offerings. Their contact details are printed on the back cover of this brochure. You should establish a trading account with the Logistics Service Provider (LSP) that best suits your particular business requirements.

From July 6th 2009, if you do not have an account it will not be possible for you to routinely obtain Lilly products and this could be very detrimental to patients. In such situations please call 0870 850 0401 and we will help you to set up an account. This process would typically take 3 to 5 working days.

An emergency process will be available to meet urgent patient needs during the transition to the new distribution arrangements.

You are not obliged to order any other manufacturer's product but you are free to do so should you wish.

Lilly Terms and Conditions:

Your account will be subject to the Terms and Conditions of Sale and Pricing arrangements of Eli Lilly and Company Limited and to the Delivery Terms of the LSP (AAH Pharmaceuticals Limited or PHOENIX Healthcare Distribution Limited) that you choose.

The Terms and Conditions of Sale and Pricing arrangements of Eli Lilly and Company Limited are included in this User Guide for your reference, or can be downloaded from www.lilly.co.uk

Service:

1. Products included in the new distribution arrangements

These are clearly set out in the "PRODUCT LIST" section of this User Guide, along with the Lilly Products & Brands NOT included in the forthcoming changes.

The sale and distribution arrangements for the following Somatropin Human Growth Hormone (Humatrope®) products will also change and will only be available from Healthcare at Home.

NON PROPRIETARY NAME	BRAND & PRESENTATION	PIP CODE	EAN CODE
Somatropin	Humatrope 6mg (18iu) Recon Cartridge	322-9705	5014602500344
Somatropin	Humatrope 12mg (36iu) Recon Cartridge	322-9697	5014602500351
Somatropin	Humatrope 24mg (72iu) Recon Cartridge	322-9689	5014602500368

If you do not already have an account with Healthcare at Home please call 0870 600 1545 to set up this up. If you have used Healthcare at Home in the past they will have your account details and you will be able to place your orders by fax (0870 421 1317) as required. Orders received will usually be delivered within 48 hours.

2. Ordering and delivery process

You may order Lilly products from either AAH Pharmaceuticals Limited or PHOENIX Healthcare Distribution Limited. You will NOT be able to order product directly from Lilly.

All customers (existing or new to PHOENIX Healthcare Distribution or AAH Pharmaceuticals Limited) have the opportunity to order and receive Lilly products up to 11 times a week - twice daily and on Saturday morning - unless your remote location dictates a "once daily" service or where a Saturday delivery is not available. Your order cut off & delivery times (morning and/or afternoon) should be discussed with the LSP you choose.

You should discuss the order placement mechanisms with the LSP that you have chosen. Most Customers will be able to configure their current ordering systems to send orders directly to the LSP. Each LSP will be able to offer advice and help on this aspect of the change or offer advice on alternative order process solutions.

Where an Emergency or Out of Hours service is required, you should be reassured that both AAH Pharmaceuticals Limited and PHOENIX Healthcare Distribution Limited have emergency processes in place at all their branches. You can request these details when you set up your account.

3. Returns

The LSP you have chosen will manage returns on Lilly's behalf.

If you wish to return a Lilly product, then this can be done provided that it is within the Terms and Conditions of Sale included in this document. All returns should be to the LSP you have chosen.

Lilly's Terms and Conditions are based on current MHRA and BAPW guidelines as follows:

- Cold Chain/Fridge items cannot be returned unless they have been delivered in error.
- Non Cold Chain/Fridge (ambient) items that have been ordered in error can be returned to Lilly via the LSP and will be credited if they are suitable for reintegration into the supply chain – i.e. they conform to Lilly's Quality requirements. Notification of intent to return must be within 3 working days of receipt to the LSP.

4. Invoicing and Cash Collection

The LSP you have chosen will manage these processes on Lilly's behalf.

An invoice/delivery note is included with all shipments. The price shown on this document is the net price that you will pay for Lilly products – that is the Public/List or MIMS price applicable at the time, less the appropriate discount. VAT at the appropriate rate is then added.

At the end of each month, the LSP will issue a Summary Statement documenting the total purchases of Lilly products for that month.

For customers who have multiple delivery points it may be appropriate to receive a single Summary Statement for the group. You should discuss this with the LSP that you have chosen.

Customers should pay the total amount appearing on the Summary Statement and this should be remitted to the LSP you have chosen. The LSP will collect payments on behalf of Lilly and remit to Lilly on your behalf. Payment is due at the end of the month following the month of the Summary Statement.

5. Questions and Issue resolution

All questions related to accounts, order processing, delivery, invoicing and remittance should be directed to the LSP you have chosen, through the channels they have communicated to you.

If you are unable to receive product from the LSP or been informed that they cannot supply, please call Lilly on 0870 850 0401.

Please Note – The “Direct to Pharmacy” Fax order service currently operated by Lilly will cease on Tuesday 30th June 2009.

We will offer an emergency service on a very restrictive basis if patients are running out of their medicine before 6th July 2009 (e.g. Insulin, Zyprexa).

DISCOUNT STRUCTURE

We are pleased to have been able to work with the PSNC, Community Pharmacy Scotland and PCCNI to make changes to simplify the discount structure for Lilly medicines.

The discounts shown below will apply to all purchases of Lilly products via your chosen Logistic Service Provider. Each band carries a different percentage discount. This will be deducted from NHS list price and applied as a net price at point of sale by the LSP on our behalf. No further discounts will be available on Lilly products.

Please note that you will receive the same percentage discount for purchases of a Lilly product regardless of volume or value.

DISCOUNT LEVEL	NON PROPRIETARY NAME	LILLY BRAND
15%	Pergolide Fluoxetine hydrochloride	Celance tablets Prozac
8.5%	Tadalafil Duloxetine HCl Prasugrel Insulin Delivery Devices Atomoxetine Duloxetine SUI Olanzapine	Cialis tablets Cymbalta capsules Efient tablets Humapen Luxura Humapen Luxura HD Humapen Memoir Strattera capsules Yentreve capsules Zyprexa tablets Zyprexa Velotab
0%	Exenatide Human insulin Human insulin lispro Somatropin	Byetta Humulin range Humalog range Humatrope cartridges



PRODUCT LIST

Non proprietary name	Brand & presentation	PIP code	EAN code
Atomoxetine	Strattera 10mg x 28	304-3247	5014602300999
Atomoxetine	Strattera 10mg x7	304-3254	5014602300845
Atomoxetine	Strattera 18mg x 28	304-3304	5014602300937
Atomoxetine	Strattera 18mg x 7	304-3312	5014602300807
Atomoxetine	Strattera 25mg x 28	304-3262	5014602300913
Atomoxetine	Strattera 25mg x 7	304-3270	5014602300814
Atomoxetine	Stratt era 40mg x 28	304-3288	5014602300920
Atomoxetine	Strattera 40mg x 7	304-3296	5014602300821
Atomoxetine	Strattera 6 0mg x 28	304-3320	5014602300944
Atomoxetine	Strattera 80mg x 28	328-6127	5014602301040

Non proprietary name	Brand & presentation	PIP code	EAN code
Duloxetine HCl	Cymbalta Cap 30mg x 28	304-3239	5014602300982
Duloxetine HCl	Cymbalta Cap 60mg x 28	304-3213	5014602300968
Duloxetine SUI	Yentreve 20mg x 28	318-3688	5014602301026
Duloxetine SUI	Yentreve 40mg x 56	304-3338	5014602300951

Non proprietary name	Brand & presentation	PIP code	EAN code
Exenatide	Byetta 0.3mg/1.2ml	314-9432	5014602101282
Exenatide	Byetta 0.6mg/2.4ml	314-9424	5014602101299

Non proprietary name	Brand & presentation	PIP code	EAN code
Fluoxetine hydrochloride	Prozac 20mg Blister Pack 30	048-2638	5014602300616
Fluoxetine hydrochloride	Prozac Liquid 70ml 20mg/5ml	020-7860	5014602500221

Non proprietary name	Brand & presentation	PIP code	EAN code
Human insulin	Humulin I 3ml pen 5	271-0515	5014602101138
Human insulin	Humulin I Cart 3ml x5	221-0896	5014602100759
Human insulin	Humulin I. 10ml Vial 100iu/ml	039-0567	5014602100094
Human insulin	Humulin M3 10ml Vial 100iu/ml	040-1216	5014602100131
Human insulin	Humulin M3 Cart 3ml x5	221-0904	5014602100780
Human insulin	Humulin M3 Pen 3ml x 5	314-6321	5014602101305
Human insulin	Humulin S Cart 3ml x5	221-0888	5014602100742
Human insulin	Humulin S. 10ml Vial 100iu/ml	039-0724	5014602100087
Human insulin lispro	Humalog 10ml Vial 100iu/ml	231-0498	5014602100957
Human insulin lispro	Humalog 3ml Pen x 5	271-0507	5014602101145
Human insulin lispro	Humalog Cart 3ml x5	248-7486	5014602101046
Human insulin lispro	Humalog Kwikpen 100u/ml X5	339-1844	5014602101411
Human insulin lispro	Humalog Mix 25 Kwikpen 100u/ml X5	339-1828	5014602101428
Human insulin lispro	Humalog Mix 50 Kwikpen 100 u/ml X5	339-1836	5014602101435
Human insulin lispro	Humalog Mix25 3ml Cartridges 5	258-9604	5014602101176
Human insulin lispro	Humalog Mix25 3ml Pens 5	258-9596	5014602101169
Human insulin lispro	Humalog Mix50 3ml Cartridges 5	321-2685	5014602101183
Human insulin lispro	Humalog Mix50 3ml Pens 5	271-0499	5014602101152

Non proprietary name	Brand & presentation	PIP code	EAN code
Insulin Delivery device	Humapen Luxura HD	327-2903	5014602500429
Insulin Pen device - Burgundy	Humapen Luxura	314-6347	5014602500337
Insulin Pen device - Champagne	Humapen Luxura	320-1217	5014602500405

Non proprietary name	Brand & presentation	PIP code	EAN code
Olanzapine	Zyprexa 2.5mg Tabs 28	253-0335	5014602400897
Olanzapine	Zyprexa 5mg Tabs 28	234-8597	5014602400705
Olanzapine	Zyprexa 7.5mg Tabs 56	234-8589	5014602400712
Olanzapine	Zyprexa 10mg Tabs 28	234-8571	5014602400729
Olanzapine	Zyprexa 15mg Tabs 28	287-2919	5014602401016
Olanzapine	Zyprexa 20mg Tabs 28	229-4239	5014602401023
Olanzapine	Zyprexa Velotab 5mg tabs 28	269-7498	5014602400941
Olanzapine	Zyprexa Velotab 10mg tabs 28	269-7514	5014602400958
Olanzapine	Zyprexa Velotab 15mg tabs	287-2927	5014602401030
Olanzapine	Zyprexa Velotab 20mg tabs	314-6305	5014602401139

Non proprietary name	Brand & presentation	PIP code	EAN code
Pergolide	Celance 250mcg 100	045-3001	5014602400545
Pergolide	Celance 0.05mg x 100	214-1463	5014602400583
Pergolide	Celance 1mg x 100	045-3019	5014602400552

Non proprietary name	Brand & presentation	PIP code	EAN code
Prasugrel	Efient Tab 5mg x 28	338-1399	5014602401214
Prasugrel	Efient Tab 10mg x 28	338-1407	5014602401207

Non proprietary name	Brand & presentation	PIP code	EAN code
Tadalafil	Cialis 2.5mg x 28	335-3851	5014602401191
Tadalafil	Cialis 5mg x 28	335-3869	5014602401177
Tadalafil	Cialis 10mg x 4	291-7243	5014602401054
Tadalafil	Cialis 20mg x 4	291-7250	5014602401061
Tadalafil	Cialis 20mg x 8	291-7268	5014602401078

The following Lilly Medicines & Brands are NOT included in the forthcoming changes and you should continue to order in the same way as you do today:

Teriparatide (Forsteo®), Drotrecogin Alfa (activated) (Xigris®), Gemcitabine (Gemzar®), Pemetrexed (Alimta®), Abciximab (Reopro®) & Olanzapine (Zyprexa IM®).

The sale and distribution arrangements for Somatropin Human Growth Hormone (Humatrope®) will also change as described above (Service: 1. Products included in the new distribution arrangements).

TERMS & CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "Terms of Sale" means these terms and conditions of sale.
- 1.2 "Products" means the pharmaceutical product(s) which are described in the Price List or in any other document and to which these Terms of Sale may refer.
- 1.3 "We", "us", "our" or "Lilly" means Eli Lilly and Company Limited, with registered office at Lilly House, Priestley Road, Basingstoke, Hampshire, RG24 9NL.
- 1.4 "You" or "Yours" means the customer purchasing from Lilly.
- 1.5 "Price List" means the lists containing our list prices and any applicable discounts for the Products as may be issued from time to time. A copy of the current Price List is available upon request.
- 1.6 "Price" means the price as shown in the Price List.
- 1.7 "LSP" means the logistics service provider(s) as appointed by us from time to time.

2. PURCHASING AND SUPPLY OF PRODUCTS

- 2.1 All orders placed by You must in a format as agreed by us, you and the LSP and given to the LSP. Subject to clauses 2.5 and 5.4 and the availability of any of the Products we will accept Your orders by dispatching the ordered Products for delivery.
- 2.2 All sale of Product to you shall be governed exclusively by these Terms of Sale unless otherwise agreed in writing by our respective authorised signatories. Without limiting the above we will not be bound by any standard or printed terms furnished by You in any of Your documents.
- 2.3 Any Products sold by Lilly to You are sold subject to these Terms of Sale and the Price List, and such terms and conditions shall be the sole terms and conditions of such sale. In the event of any inconsistency between these Terms of Sale and the Price List, the provisions of these Terms of Sale shall prevail.
- 2.4 Any of Your terms and conditions whether printed on Your order or other documents or otherwise notified to Lilly shall not form part of any contract with Lilly and shall not, in any event, be binding on Lilly.
- 2.5 Lilly intends to use all reasonable endeavours to supply Your requirements for the Products but is not obliged to accept any order.

3. DELIVERY

- 3.1 We shall use reasonable endeavours to deliver, within the agreed schedule as notified to You from time to time, the units of Products ordered by You and accepted by us in the manner set out above (at our discretion in one or more consignments) and to the delivery address specified by You in writing or by such date and to such other delivery address as we may mutually agree in writing. However we shall not be liable to You or any third party for our failure to deliver the Products in whole or part within such time scales and to such addresses or at all.
- 3.2 The Products shall, unless we otherwise agree in writing, be deemed delivered as soon as they are received by You at your given delivery address. Lilly may make partial deliveries or deliveries by installment unless otherwise agreed in writing. Where the Products are delivered to You in partial deliveries or installments these Terms of Sale shall constitute a separate contract for each installment and shall be separately invoiced. Where we agree to deliver the Products to an address other than the agreed delivery address we may charge You for our transport, packaging and insurance costs. Any failure to accept or pay for such deliveries may be treated by Lilly as a repudiation of these Terms of Sale.
- 3.3 The risk of loss or damage to the Products shall pass to You on delivery. Title shall only pass to You on receipt by us of the full amounts due to us under any and all contracts with us. Until payment is received by us:
 - 3.3.1 You shall keep the Products fully insured against all loss or damage howsoever caused at Your expense (such insurance to note the interest of Lilly in the Products);
 - 3.3.2 You shall not sell or dispose of the Products otherwise than in the ordinary course of Your business;
 - 3.3.3 You grant us an irrevocable licence, without prejudice to any other remedy we may have, to enter Your premises and repossess any Products owned by us;
 - 3.3.4 You shall keep the Products within an area specific to those Products and shall store the Products in such a way that they are clearly identifiable as Lilly's property and shall keep them adequately insured;
 - 3.3.5 We shall be entitled to trace the proceeds of any sale of Products owned by Lilly and any insurance proceeds received in respect of Products owned by Lilly. Any such proceeds shall be held by You on trust for Lilly;
 - 3.3.6 nothing in this Clause shall prevent Lilly from claiming for the Price of any Products when due;
 - 3.3.7 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Lilly, but if You purport to do so all monies owing by You to Lilly shall without prejudice to any other right or remedy of Lilly forthwith become due and payable.
- 3.4 Delivery dates and times given by Lilly are intended by Lilly as estimates only and are not an essential condition of performance.
- 3.5 Lilly shall not be liable for any loss or damage, whether direct, indirect or consequential, or any costs or expenses arising from any delays in or failure of delivery of the Products howsoever caused.
- 3.6 No delay in delivering the Products shall give rise to a right by You to treat these Terms of Sale as repudiated or to reject the Products unless the cause of such delay is within the reasonable control of Lilly.
- 3.7 If You refuse or fail to take delivery of any Products at the time stated for delivery in the relevant order Lilly shall be entitled, at its discretion, to store the Products under suitable storage conditions appropriate to the product, at Your risk. You shall in addition pay all costs and expenses of such storage and any additional costs of carriage incurred. In no circumstances shall You be entitled to delay acceptance of delivery or refuse payment of the Price therefore.
- 3.8 No claim for non-delivery or short delivery of the Products may be made unless notified to the LSP, in writing, within three working days of delivery or, in the case of non-delivery, within three working days of the date of invoice.

- 3.9 You shall:
- 3.9.1 inspect all Products after delivery and shall notify the LSP, in writing, within 3 working days of any damage; and
- 3.9.2 on delivery, mark on the LSP's receipt note the details of any visible damage.
- Subject to Clause 6, Lilly will not consider any claim made by You in respect of shortages or damage unless You perform such obligations.

4. LSP DELIVERY TERMS

- 4.1 Delivery of the Products shall be carried out on our behalf by the LSPs. You may choose one or more LSPs to carry out the delivery of Products.
- 4.2 The LSP also shall be responsible for the day-to-day administration of Your account with us. Payment for Products shall be made by You to the LSP acting on our behalf in accordance with the "Payment Terms" described below. You and the LSP should make the practical arrangements for this.
- 4.3 Please note that an LSP may impose a low account surcharge depending upon the volume of Products that are supplied to you by that LSP.
- 4.4 For the avoidance of doubt, opening an account with us via a particular LSP does not in any way obligate you to purchase other products from that LSP.
- 4.5 Please note that, where you open an account with the LSP for supply of products other than the Products, the supply of the Products by us to You shall remain on these Terms of Sale.

5. PAYMENT TERMS

- 5.1 Unless otherwise agreed by us in writing, all Products will be delivered and invoiced at the price stated in the relevant Price List as at the date of delivery. We may change the Price List at any time and will give You prior notice of any such change. All prices are exclusive of VAT and any other taxes or levies.
- 5.2 Payments due for each order (or part thereof) delivered to You and set out in the relevant invoice that you receive from the LSP shall, unless agreed otherwise by us in writing, be made in full to the LSP no later than the end of the calendar month after the calendar month in which Your order was delivered by us without any set off or counterclaim. Payment shall preferably be by direct debit to a named bank account, details of which will be given to You in writing, or otherwise by BACS or Cheque.
- 5.3 Any amount due to us by You and not paid within the agreed period shall be subject to an interest charge at a rate of 2% above the Bank of England Base Rate (both before and after any judgment), which shall accrue on a daily basis from the date the payment was due to the date it is paid in full (inclusive). Without prejudice to our rights, we reserve the right to withhold delivery of any further Products until payment has been made in full.
- 5.4 If, in our opinion, Your creditworthiness deteriorates before any delivery, we may require full or partial payment for the Products before delivery or the provision of security for payment in a form acceptable to us.

6. LIABILITY

- 6.1 Lilly warrants that, in so far as they have been manufactured by Lilly, the Products will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship from their date of delivery and Lilly will in its absolute discretion refund the price paid therefore or replace free of charge that part of the Products which examination by Lilly confirms are defective provided that:
- 6.1.1 the defect is notified to Lilly within 3 days from the date of delivery in accordance with provisions of Clause 3, or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the defect, and in any event within six months of such delivery;
- 6.1.2 You have stored the Products strictly in accordance with any instructions or recommendations of Lilly or other specifications of the Products laid down by Lilly in writing; and
- 6.1.3 You have allowed Lilly reasonable opportunity to inspect the Products and such inspection confirms that the Products are defective.
- 6.2 To the maximum extent permitted by law, all warranties and other terms implied by statute, custom, law or usage including, without limitation, in relation to satisfactory quality or fitness for purpose, are hereby expressly excluded.
- 6.3 We shall not be liable for any loss of profit, loss of goodwill, loss of anticipated savings, loss of business or any other consequential loss or damage suffered by You however caused.
- 6.4 In no circumstances shall Lilly's liability to You for any breach or alleged breach of this clause exceed the price paid for the Products with respect to which the claim is made.

7. RETURN OF PRODUCTS FOR EXCHANGE OR CREDIT

- 7.1 Products may only be returned in accordance with BAPW and MHRA guidelines.
- 7.2 You will have been deemed to accept the Products unless You have notified the LSP of any defects or missing products subject to clause 3.
- 7.3 Any Products for return will only be accepted on the approval and authorisation of Lilly. All returned Products are to be dispatched to Lilly via the LSP.
- 7.4 Credit for Products returned by You will be based on the Price paid by You on delivery or an appropriate proportion thereof as decided by Lilly in its discretion.
- 7.5 Defective Cold chain product will not be returned to Lilly but will be destroyed locally by You at your cost.

8. RECALLS

- 8.1 If for any reason Lilly shall in its sole discretion deem a recall of Products to be appropriate then You upon notification from Lilly follow all reasonable instructions given by Lilly or the LSP to assist in this process and in particular:
- 8.2 Make available for collection by the LSP all affected Products
- 8.3 Provide all necessary documentation and relevant information as requested
- 8.4 Lilly will be responsible for all costs associated with the collection via its LSP
- 8.5 You will be credited with the appropriate reimbursement in accordance with these conditions at the invoice value less any appropriate discount or rebate.
- 8.6 Lilly reserves the right to destroy all affected Products in the interests of health and safety.

9. FORCE MAJEURE

Without prejudice to the other provisions of this Terms of Sale, Lilly shall not be liable for any failure or delay in performance, or any non-performance of any of the terms of this Terms of Sale due to any reason not within its reasonable control.

10. TERMINATION

- 10.1 We shall be entitled to terminate these Terms of Sale immediately by giving You written notice if any of the following events occur:
 - 10.1.1 You breach any term of these Terms of Sale and the breach has not been remedied after 14 days of receiving written notice from us to remedy the breach; or
 - 10.1.2 You make any voluntary arrangements with Your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 10.1.3 an encumbrancer takes possession or a receiver is appointed of any of Your property or assets; or
 - 10.1.4 You cease, or threaten to cease, to carry on business.
- 10.2 We shall be entitled to terminate these Terms of Sale, for any reason whatsoever, at any time by giving You 30 days prior notice in writing.

11. GENERAL

- 11.1 You must not, without our prior written consent, disclose or make any reference to these Terms of Sale or any Price which the Products are to be supplied to You by us.
- 11.2 You must as soon as reasonably possible notify us if You become aware of any complaints by Your customers relating to the Products and take such steps in relation to these complaints as we request.
- 11.3 You must fully cooperate with us and take all steps required by us if we, in our sole discretion, decide to recall any of the Products from the market.
- 11.4 You warrant to us that You will at all times have and comply with all necessary licenses, consents and authorisations in full force and effect to enable You to perform Your obligations under these Terms of Sale and will at all times comply with all relevant laws, regulations and codes applicable to Your performance.
- 11.5 Nothing in these Terms of Sale shall prejudice any right or remedy which we may be entitled to by law.
- 11.6 You will not export any of the Products to any countries outside of the EEA or to Switzerland.
- 11.7 You must not assign, transfer or subcontract any of Your rights or obligations under these Terms of Sale to a third party without our prior written consent.
- 11.8 Any notice required or permitted to be given by either party to the other under these Terms of Sale shall be in writing addressed to that other party if a company at its registered office or if an individual or firm at his or its principal place of business or such other address as may at the relevant time have been notified pursuant to this clause to the party giving the notice.
- 11.9 A failure or delay by us in exercising any rights under these Terms of Sale shall not operate as a waiver of that right, nor shall the single or partial exercise of any right, preclude any other or future exercise of that right or the exercise of any other right.
- 11.10 If any provision or part of a provision of these Terms of Sale shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms of Sale, all of which shall remain in full force and effect.
- 11.11 The contract arising from these Terms of Sale shall be governed by the laws of England and You agree to submit to the exclusive jurisdiction of the English courts.

NOTES

Eli Lilly and Company Limited
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AAH Pharmaceuticals Limited,
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newaccountenquiries@aah.co.uk

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Further copies of this brochure can be downloaded from www.lilly.co.uk

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