

# Terms and Conditions of Sale

## 1. THESE CONDITIONS

- 1.1. These conditions of Sale apply and govern any contract of sale between the Company and the Customer to the exclusion of any other conditions contained in any documentation emanating from the Customer, and no variation of these Conditions of Sale shall be effective unless expressly agreed by the Company in writing.
- 1.2. These Conditions are the only conditions on which We sell goods. Unless otherwise agreed in writing they will apply notwithstanding any other terms on which You wish to purchase goods from Us. Our representatives, staff and vehicle drivers are not authorised to agree to any other conditions, or to vary these Conditions.
- 1.3. These Conditions supersede any previous conditions between You and Us (whether verbal or written) and also supersede any previous course of dealing, trade custom or understanding between You and Us.
- 1.4. In these Conditions "Goods" means all goods sold by Us to You, "We/Us/Our/the Company" means Trust Pet Products Ltd. and "You/Your/the Customer" means the person, company or other legal entity purchasing the Goods.
- 1.5. We reserve the right not to supply any person or company without explanation or notification.
- 1.6. We reserve the right to suspend delivery in the event that circumstances arise which, in Our view, oblige Us to do so, or in the event that our accounts are not paid to terms, or Your insolvency. We reserve the right to reduce or cancel orders in the event of Your insolvency, Our inability through shortage of stocks or for any other reason to execute delivery wholly or in part and to make reasonable alterations to products and/or packaging as circumstances may demand. We will not be liable for costs, damages, losses or expenses of any nature resulting from part delivery, suspension of delivery, reduction or cancellation of orders.
- 1.7. There is no contract between us until We accept your order. Each order constitutes a separate contract.

## 2. PRICES

- 2.1. We reserve the right to refuse orders considered not economically viable, hazardous to our vehicles or drivers, or otherwise impracticable to fulfil for whatever reason.
- 2.2. VAT will be charged at the rate prevailing at the tax point date.
- 2.3. If You have been charged an incorrect price We reserve the right to rectify Our invoice provided only that any claim in respect of incorrect prices is brought to Our attention in writing no later than one working day from the date of the invoice.
- 2.4. Prices are based on the price ruling on the day of or despatch, and are subject to change without prior notification.
- 2.5. The agreed price band is dependent up on monthly spend as laid out in the Price List Introduction and is subject to review on a continuous basis and subject to amendment without prior notification.

## 3. DELIVERY AND ACCEPTANCE

- 3.1. Minimum order value £200 excluding VAT.
- 3.2. Any delivery dates or times quoted or agreed by Us are estimates and do not constitute parts of the contract between You and Us.
- 3.3. Whilst every effort is made to honour delivery dates/times we cannot accept responsibility for circumstances beyond our control which may delay such deliveries. The Company shall not be liable to make good any loss or damage arising from any such delay.
- 3.4. All Goods should be examined upon delivery prior to being accepted (subject to sub-clause 3.5 below).
- 3.5. If You discover damaged Goods when they are delivered, or that the order is short or otherwise incorrect, You may return such Goods to Us on the vehicle in which they were delivered. The annotations or alterations should be noted on the delivery note (and agreed with Our driver). Upon receipt and checking of returns a credit note or 'to follow' note will be issued. Damaged goods must be returned in their 'as delivered' condition. All cages and fragile items must be checked at time of delivery.
- 3.6. Goods delivered which have passed their "sell by", "best before", "use by" or similar date must also be dealt with in accordance with condition sub-clause 3.4, 3.5, 3.8 or 3.9 as the case may be.
- 3.7. Special orders of non-stock lines are supplied in good faith and may not be returned for credit.
- 3.8. In the event of non-arrival of the Goods or if You learn that they have been lost or destroyed in transit, notice from You of this must be received by Us as set out in sub-clause 3.5 above, such notice to be given at the latest the working day after delivery was due.
- 3.9. If You discover damaged Goods, shortages or any other mistakes after they have been delivered and the delivery vehicle has left, You must notify Us by phone within one working day of the delivery, setting out full details of damage, shortage or incorrect delivery, by way of product description and code. Credit will only be considered by Us where these terms are complied with in full. If notification is not received within one working day of the delivery then the Goods shall be deemed to have been properly delivered and accepted.

## 4. PROPERTY AND RISK

- 4.1. Risk in the Goods shall pass to You at the time of delivery of the Goods to You or Your agent and You hereby undertake to insure the Goods to their full value. Title in the Goods will only pass to You when We have received cleared payment in full for the Goods plus VAT and/or any other payment howsoever due to Us from You. Until all such payments have been received, full legal and equitable title shall remain with Us and You shall be required to store the Goods in such a manner as to preserve their value and in such a way that they may be clearly identified as Our property. If payment is overdue in whole or in part, or upon commencement of any proceedings for insolvency, We may (without prejudice to any of Our other rights) recover or recall the Goods or any of them and We (and Our agents) may enter upon Your premises or any premises where the Goods are stored for such purpose and You hereby grant Us (and Our agents) a licence to enter upon any premises occupied or controlled by You so as to recover such Goods, title to which has not passed to You (irrespective of whether such Goods can be specified, or attributed to corresponding purchase orders or delivery notes and without regard to sub-clause 5.1. below) to the value of the amount due and payable.
- 4.2. You may not for any indebtedness pledge or in any way charge by way of security (including without limitation fixed and floating charges) any of the Goods which remain Our property. Without prejudice to Our other rights, if You do so, all sums owing by You to Us shall forthwith become due and payable.

## 5. PAYMENT

- 5.1. Payment can be made by cash or cheque at time of delivery or by credit card or debit card when the order is placed.
- 5.2. Any other payments are in accordance with specific credit terms agreed with Us in writing in advance. Time of payment is of the essence and constitutes part of the contract.
- 5.3. If at any time any invoices are overdue then all unpaid balances owing to Us from You shall become immediately due and payable.
- 5.4. All cheques must be made payable to Trust Pet Products Limited and crossed "not negotiable - account payee only". We cannot accept responsibility for lost remittances.
- 5.5. We reserve the right to make a charge on overdue invoices at an interest rate of 2% per month compound.
- 5.6. We reserve the right to withdraw any credit facilities and suspend deliveries if circumstances arise which in Our view oblige Us to do so.
- 5.7. Returned/Re-presented cheques will be subject to a charge of £15.
- 5.8. We shall endeavour to comply with reasonable requests to supply copies of goods receipt notes. This service may be subject to a charge of £5 per copy.

## 6. OPEN DATE MARKETING

- 6.1. No Goods are offered on a sale or return basis. Our representatives are not authorised to accept orders on a sale or return basis. It is therefore Your responsibility to sell the Goods prior to the expiry of any "sell by", "best before", "use by" or similar date.

## 7. PALLETS

- 7.1. You will pay Us on demand for all pallets on which You have received Goods from Us at cost to Us unless they (or pallets of an equivalent standard) are returned to Us or Our nominated agents within a reasonable time of delivery.

## 8. CONSUMER COMPLAINTS

- 8.1. Any consumer complaint concerning any of Our Goods must be referred directly to Us and We will deal with it. We will not accept responsibility for any payment made by You to a consumer in settlement of any such claim.

## 9. WARRANTIES AND LIABILITY

- 9.1. Nothing in these Conditions shall affect Our implied undertakings given to You under the Sale of Goods Act 1979 or Your statutory rights under the Agriculture Act 1970 (as amended).
- 9.2. Nothing in these Conditions shall exclude or limit Our liability for death to human beings or personal injury resulting from Our negligence.
- 9.3. Nothing in these Conditions shall exclude or limit any liability We may have under the Consumer Protection Act 1987.
- 9.4. All Goods are warranted by Us on delivery to comply with all relevant UK food law from time to time in force. No warranty is given that the Goods comply with food and other relevant legislation or do not infringe third party rights outside the UK. We warrant the Goods are sold with good title and comply with Our description and specification of them.
- 9.5. Save as set out between sub-clauses 10.1-10.4 inclusive, all conditions, warranties, guarantees and representations (both innocent and negligent) whether Express or implied by law custom or trade or otherwise are excluded.
- 9.6. Our liability to You under or in any way related to the sale and purchase of goods or otherwise whether involving Our negligence or not shall only extend to giving an appropriate credit for or repayment of the price paid by You for defective goods.
- 9.7. Nothing in these conditions shall affect Your duty to mitigate Your losses. Save as set out above We shall not have any liability whatsoever to You under or if any way related to the sale and purchase of the Goods or otherwise (whether in contract, tort (including without limitation negligence) or by way of statutory duty) for any claims, loss or damage of any nature whatsoever including without limitation consequential losses of any nature whatsoever.

## 10. FORCE MAJEURE

- 10.1. Notwithstanding any other condition We shall have no liability whatsoever under or in any way related to the sale and purchase of the Goods or otherwise (whether in contract, tort (including without limitation negligence) or by way of statutory duty) for any failure to fulfil any obligation hereunder if and to the extent that such fulfilment is prevented by circumstances beyond Our reasonable control.

## 11. LAW

- 11.1. These Conditions shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.