

# Terms & Conditions

## VETERINARY INSTRUMENTATION LTD TERMS AND CONDITIONS OF TRADE

### 1. Definitions

- 1.1 'Company' means Veterinary Instrumentation Ltd.
- 1.2 'Customer' means the veterinary practice or any person to whom the Company has agreed to supply goods.
- 1.3 'Goods' means the products which the Company is to supply to the customer in accordance with these conditions.
- 1.4 'Writing' includes telex, cable, facsimile transmission, e-mail or similar means of communication.

### 2. Breakages and Shortages

In the case of obvious shortages or suspected damage to deliveries of goods, the driver's delivery note must be signed accordingly by the person accepting the delivery on behalf of the customer. All claims for broken or missing goods should be reported to the Company no later than three days from the date of delivery. Where independent transport is used failure to sign or indicate on delivery notes any shortage and/or damage will invalidate the Company's claim against the carrier involved and therefore the customer's claim against the Company.

### 3. Returned Goods Policy

- 3.1 Under normal circumstances, goods will not be accepted for return for credit other than for the following reasons:
  - a) To correct a Company delivery or order error.
  - b) In response to a recall instigated by a manufacturer.
  - c) Where the products or packages are alleged to have been faulty, damaged or tampered with prior to delivery.
  - d) Where the products have been offered on a pre-arranged 'sale or return' basis.
  - e) Where the Company agrees, in advance of their return, to accept goods not covered by any of the above criteria.
- 3.2 Goods Returned to Correct a Company Error:
  - a) The goods must be returned within 7 working days of receipt. Goods requiring temperature-controlled storage must be notified to the Company no later than the next working day and must have been stored in accordance with the manufacturer's recommendations whilst on the customer's premises. Goods must be adequately packaged to ensure that no damage is caused during their return to the Company.
  - b) All returned goods must be in perfect original condition; not marked in any way; should not show any evidence of being tampered with.
  - c) To be considered for return for credit, the goods must be accompanied by a copy of the original invoice or delivery note, or the number of the specific invoice on which the goods were supplied, together with a reason for their return. If this information is missing, there will be a delay in issuing a credit.

- 3.3 Returns where the products or packages are alleged to have been faulty, damaged or tampered with prior to delivery:
  - a) Details of the fault or damage should be notified to the Company as soon as possible in order that the manufacturer can be alerted if appropriate.
  - b) Goods must be packed separately and accompanied by a copy of the invoice or delivery note or completed returns form (as in 3.2(c)).
- 3.4 Where the Company agrees to accept the return of goods not covered by any of the criteria recited in clauses 3.2 - 3.4. Goods will only be accepted by prior agreement with the Company and must be accompanied all the information detailed in 3.2(c) in addition to the name of the person who has authorised the return.

Please note: Goods returned under this category may be subject to a handling charge.

### 3.5 Goods Returned to Stock

Goods returned by customers for any of the above reasons will only be considered for credit if:

- a) It is known that they have been stored in accordance with the manufacturers recommendations.
- b) They have been assessed and accepted by a person authorised by the Company so to do. The assessment will take into account the nature of the product, any special storage conditions required and the time elapsed since the goods were supplied.

### 3.6 Special Orders

These products will not be accepted for return or credit unless supplied as a result of a Company error. In such cases, the product must be returned within 7 working days of receipt.

### 3.7 Packaging

All returned goods must be securely packaged to prevent damage during the return journey.

- 3.8 Date Expired Goods Date Expired Goods will only be accepted for credit in accordance with the terms laid down by the manufacturer concerned.

## 4. Price of Goods

Goods will be invoiced at the prevailing price at the date of despatch to the customer. The price of goods shall be subject to alteration by the Company without prior notice to the customer. The price is exclusive of any Value Added Tax for which the customer shall be additionally liable to pay the Company.

## 5. Terms of Payment

- 5.1 The customer shall pay the amount of the invoice on or before the last day of the month following the date of the Company's invoice unless otherwise agreed in writing by the Company. If the customer fails to pay on the due date,

the Company reserves the right to:

- a) Suspend any further deliveries to the customer.
- b) Appropriate any payment raised by the customer to such of any other invoices raised by the Company for goods supplied to the customer as the Company may think fit, notwithstanding any purported appropriation by the customer and:
- c) Charge the customer interest (both before and after any judgement) on amounts unpaid at the rate of 2.5% per month until payment is made in full. Notice of interest charges will be served in writing on the customer.

## 6. Delivery

Any dates/times quoted for delivery of the goods are to be treated as estimates only and the Company shall not be liable for any loss, injury, damage or expense arising from delay in delivery of the goods howsoever caused.

## 7. Force Majeure

The Company shall not be liable to the customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or third parties);
- c) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- d) Import or export regulations or embargos;
- e) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- f) Power failure or breakdown in machinery.

## 8. Liability

Goods are sold on the understanding that the customer is solely responsible for determining the suitability of the goods for the purposes for which the customer intends to use them. Accordingly the Company's liability for any loss or damage suffered by the customer and arising by defects in the goods, shall be limited to the invoice price of the goods in respect of or in relation to which loss or damages is claimed. The Company will not accept under any circumstances liability for consequential loss, damage or loss of profits arising from the use of the goods, service, information and advice.

## 9. Title and Risk

Unless otherwise agreed in writing between the parties prior to delivery, the title to the goods shall not be transferred to the customer until the full purchase price has been paid to the Company. The risk of loss or damage to the goods shall pass to the customer on the date that the goods are received and accepted by the customer.

## 10. Insolvency

10.1 This clause applies if:

- a) The customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction);
- b) An encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the customer;
- c) The customer ceases, or threatens to cease, to carry on business;
- d) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the customer. If the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 11. Indemnity

The customer agrees to indemnify the Company against all loss, damage, costs, legal costs and professional and other expenses of any nature whatsoever incurred or suffered by the Company or by a third party as a result of the use of the Goods, the breach of any legislation relating to the use of the Goods or as a result of any breach of the Contract by the customer.

## 12. Jurisdiction

These conditions shall be construed in accordance with and governed by English Law. Each of the parties irrevocably submits for all purposes in connection with the Conditions to the exclusive jurisdiction of the Courts of England.