

MWI Animal Health – Terms & Conditions

1. Definitions

1.1 'Company' means MWI Animal Health Limited

1.2 'Customer' means the veterinary practice (member or non-member) 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's Customer Service Department not later than three working 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 (Please see separate returned goods policy)

4. Price of Goods

Goods will be invoiced at the prevailing price as at the date of order by 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 which the customer shall be additionally liable to pay the Company.

5. Terms of Payment and Settlement Discount

5.1 a) Settlement discount that has been agreed between the customer and the Company will be allowed off the purchase price of qualifying products if payment is received by the 15th of the month following the date of invoice.

b) An additional discount will be allowed on the purchase price for orders placed electronically.

5.2 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 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. Bar Codes Applied by the Company to Paperwork

The Company uses all reasonable skill and care in providing relevant information through the tote list bar codes, but can accept no liability for any such information that is inaccurate. The customer should use their own expertise to ensure that the information provided by and within the bar code is correct.

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. 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, acts of terrorism, 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.

11. Insolvency

11.1 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; or
- 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.

11.2 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.

12. 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 possession, storage, supply or use of the Goods or as a result of any breach of the Contract by the customer.

13. 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.

14. Data Protection

We will supply details of your veterinary practice's purchases of veterinary products to veterinary products manufacturers and to organisations such as GfK Animal Health Limited (which is a company specialising in processing data of this nature). These data record your purchase volumes and allow manufacturers to calculate any payment accruing to your practice from their rebate schemes. Additionally the data is used to support sales' management and marketing by the manufacturers and by us. The information provided by your veterinary practice may be accessed by or given to staff of those companies who are located outside the European Economic Area ("EEA"). Countries outside the EEA do not always have strong data protection laws, but we will take reasonable steps to ensure that the information provided by your veterinary practice is used by those staff in accordance with this policy. The data also contribute to a separate database relating to analysis of industry trends and are presented in aggregate form only and do not contain any information that would permit your veterinary practices to be identified. The data remain strictly confidential and are not used for any purpose other than stated above. Unless to do so by law, we will not otherwise share, sell or distribute any of this information without your consent.

15. Terms and Conditions

The Company reserves the right to change these terms and conditions of trading without notice, subject only to subsequent notification within a reasonable time period.