

European Bulk Trade Account Application

Name of Business:			
Nature of Business:			
University Yes/No	Reg No:		
Invoice Address:			
		Post Code:	
Tel No:			

Shipping Preference	
Do you prefer to organise own Shipping? Yes/No	Would you prefer us to organise Shipping? Yes/No
Name of Shipping Company:	
Shipper Tel:	
Shipper Email:	

Your Name:
Your Position:

Name of Contact:	
VAT No:	
EORI No:	
Delivery Address (if different):	
	Post Code:
Email:	

If Retail outlet, please provide a Trade Reference.	
Trade Reference 1:	
Address:	
	Post Code:
Trade Ref Tel No:	
Trade Ref Email:	

Signed:
Date:

<u>Bank Details</u>
Bank Name:
Bank Address:

Acc Name:
Acc No:
Sort Code:
IBAN:

Equidiet (UK) Ltd Terms and Conditions

1. Terms and Conditions

These terms and conditions will apply to the sale of any goods by EQUIDIET (UK) LTD. Acceptance of delivery of the Goods will be deemed to effect acceptance by the Purchaser of these terms and conditions. They will apply to the exclusion of any other terms or conditions, notwithstanding the date or dates of issue of those terms or conditions, except for any variation in quantity, price, and date of delivery or specification of the Goods which has been agreed by EQUIDIET (UK) LTD.

2. Definitions

In these terms and conditions: -

“EQUIDIET (UK) LTD”, - means any one of EQUIDIET (UK) LTD brands, each having its registered office at Wood Farm, Wood Farm Close, Nettleton, Lincolnshire, England, LN7 6NL.

“the Purchaser”- means the purchaser of the Goods and/or any person who orders goods from EQUIDIET (UK) LTD;

“the Price”- the price of the Goods quoted by EQUIDIET (UK) LTD or, if no such price is quoted, the price of the Goods specified in EQUIDIET (UK) LTD most recent list or such other price for the Goods agreed between EQUIDIET (UK) LTD and the Purchaser, together with any additional transport, freight and/or insurance costs specified by EQUIDIET (UK) LTD;

“the Goods”- means such goods as EQUIDIET (UK) LTD shall supply, or any part thereof;

“in writing”- means, in relation to EQUIDIET (UK) LTD, signed by director of EQUIDIET (UK) LTD, Headings are given for convenience only and will not affect the interpretation of these conditions.

3. Cancellation by the Purchaser

If after making an order to purchase goods from EQUIDIET (UK) LTD but before those goods are delivered the Purchaser cancels the order in whole or part then the purchaser will pay EQUIDIET (UK) LTD the cancellation charges specified by EQUIDIET (UK) LTD.

4. Price and Payment

(a) The Purchaser will pay the Price to EQUIDIET (UK) LTD without deduction. The price may be increased by EQUIDIET (UK) LTD at any time before delivery to reflect any increase in cost beyond EQUIDIET (UK) LTD control (such as, but not limited to, foreign exchange fluctuation, currency regulation, significant increase in the cost of labour, materials and other costs of manufacture).

(b) If the Purchaser fails to return any pallets and/or returnable containers in accordance with EQUIDIET (UK) LTD instructions from time to time then the Purchaser will reimburse to EQUIDIET (UK) LTD the cost of such pallets and/or containers.

(c) Our Policy in securing orders is a deposit of 30% on proforma basis and the remaining 70% balance paid prior to despatch of goods. If the Purchaser fails to make payment on the due date then the Purchaser will pay EQUIDIET (UK) LTD interest on all sums due but unpaid at the rate of 4 (four) per cent over the base rate of the Governor and Company of Barclays Bank from time to time from the due date until the actual date of payment. In addition EQUIDIET (UK) LTD may cancel or suspend any further supplies or deliveries to the Purchaser (d) Price are shown exclusive of value added tax which will be payable to EQUIDIET (UK) LTD in addition where applicable.

5. Delivery

(a) Any date for delivery of the Goods is an indication given by EQUIDIET (UK) LTD in good faith of the date upon which the Goods will be available for delivery but is not binding on EQUIDIET (UK) LTD.

(b) The Purchaser will be deemed to have accepted the Goods on the expiry of 24 (twenty four) hours of their delivery.

(c) If the Purchaser fails to take delivery of the Good or fails to give EQUIDIET (UK) LTD adequate delivery instructions at the time stated for delivery then, without prejudice to any other right of remedy available to it, EQUIDIET (UK) LTD may:-

(i) Store for Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage; or

(ii) Treat the order for the Goods as having been cancelled by the Purchaser.

6. Risk in and Title to the Goods

(a) Risk of damage to or loss of Goods will pass to the Purchaser at the time of delivery of the Goods to the Purchaser (where the Goods are so delivered in the United Kingdom) or at such time as shall be agreed between EQUIDIET (UK) LTD and the Purchaser (in all other cases). Sub sections (2) and (3) of section 32 of the Sale of Goods Act 1979 shall apply subject to such agreement.

(b) Title to the Goods will remain with EQUIDIET (UK) LTD until such time as all sums due from the Purchaser to EQUIDIET (UK) LTD are paid in full, notwithstanding delivery and/or acceptance of the Goods.

7. EQUIDIET (UK) LTD Obligations

(a) EQUIDIET (UK) LTD will supply the Goods to Purchaser in accordance with these terms and conditions.

(b) EQUIDIET (UK) LTD warrants that it has the right to sell the Goods, free from any charge or encumbrance.

(c) EQUIDIET (UK) LTD warrants that the Goods will comply with EQUIDIET (UK) LTD specifications for such goods from time to time (which is subject to change by EQUIDIET (UK) LTD).

(d) Except as set out in paragraphs (a)-(c) above EQUIDIET (UK) LTD shall owe no further obligation to the Purchaser in relation to the supply of the Goods (except insofar as EQUIDIET (UK) LTD has otherwise agreed in writing).

(e) Except as set out in paragraphs (a)-(c) above any terms, conditions and/or warranties implied by law or otherwise into contract for the sale of the Goods by EQUIDIET (UK) LTD to the Purchaser are excluded (save insofar as such exclusion is prohibited by law or has been waived by EQUIDIET (UK) LTD in writing).

(f) Without prejudice to the above EQUIDIET (UK) LTD makes no warranty or representation as to the quality or fitness of the Goods for any particular purpose, it being the Purchaser's responsibility to ensure that goods of the specification referred to in Clause 7(c) above are suitable for the purpose for which Goods are used or to be used.

8. Storage and Use

(a) EQUIDIET (UK) LTD advice and recommendations as to storage, application and use of the Goods which are set out in technical service sheets for the Goods published by EQUIDIET (UK) LTD, together with any other advice and recommendations made by EQUIDIET (UK) LTD in writing, must be followed by the Purchaser. EQUIDIET (UK) LTD shall not be liable for the consequences of the Purchaser's failure to do so.

(b) Any advice or recommendation given by EQUIDIET (UK) LTD or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is neither confirmed in writing by EQUIDIET (UK) LTD nor set out in the technical service sheet in relation to Goods purchased by EQUIDIET (UK) LTD is followed or acted upon entirely at the Purchaser's own risk and accordingly EQUIDIET (UK) LTD shall not be liable for any such advice or recommendation which is not so confirmed.

(c) EQUIDIET (UK) LTD employees or agents are not authorised to make any representations concerning the Goods unless confirmed by EQUIDIET (UK) LTD in writing. The Purchaser acknowledges that it does not rely on any such representations which are not so confirmed.

(d) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documents or information

issued by EQUIDIET (UK) LTD shall be subject to correction without any liability on the part of EQUIDIET (UK) LTD.

9. Limitation of Liability

(a) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to EQUIDIET (UK) LTD, EQUIDIET (UK) LTD shall be entitled to replace the Goods (or the part of the Goods in question) free of charge or, at EQUIDIET (UK) LTD sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price), but EQUIDIET (UK) LTD shall have no further liability to the Purchaser.

(b) Except in respect of death or personal injury EQUIDIET (UK) LTD liability for breach of any duty owed in the performance of its obligations to the Purchaser and/or for its negligence shall be limited, on the basis that each limitation is separate, independent and severable from each other limitation, as follow:-

(i) EQUIDIET (UK) LTD shall have no liability for consequential or collateral loss;

(ii) One month after the best before date specified by EQUIDIET (UK) LTD in relation to the Goods; and

(iii) The total liability of EQUIDIET (UK) LTD in relation to the Goods shall in no circumstance exceed the purchase price of the Goods.

10. Cancellation by EQUIDIET (UK) LTD If:-

(a) the Purchaser shall fail to pay any sums due to EQUIDIET (UK) LTD on their due dates;

(b) the Purchaser becomes apparently insolvent or bankrupt;

(c) any security holder or mortgagee takes steps to realise or enforce his security over any asset of the Purchaser;

(d) control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) or the Purchaser shall change; or

(e) the Purchaser or any subsidiary or holding company of the Purchaser or any subsidiary of such holding company (a "Relevant Company") shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with its creditors or if a Relevant Company shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if trustee, receiver, administration receiver or similar officer is appointed in respect of all or any part of the business or assets of the Relevant Company or if a petition is presented or a meeting of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Relevant Company or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps (including the presentation of a petition) are taken for the winding up of a Relevant Company or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) (where the words "subsidiary" and "holding company" shall have the meaning given to them in the Companies Act 1985 as modified, supplemented or replaced from time to time): then EQUIDIET (UK) LTD may cancel or suspend any further deliveries of the Goods.

11. Data Protection Act

EQUIDIET (UK) LTD reserves the right to consult whomsoever it considers appropriate for the purchaser of Trade References and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of credit risk.

12. Law

These terms and conditions and the sale of the Goods by EQUIDIET (UK) LTD to the Purchaser shall be governed by constructed in accordance with the law or United Kingdom and EQUIDIET (UK) LTD and the Purchaser, for the benefit of EQUIDIET (UK) LTD, hereby propagate the jurisdiction of the Court of Session and the Sherriff Court of United Kingdom.