Battles

New Account Form

THE INFORMATION ON THIS FORM WILL BE TREATED IN STRICT CONFIDENCE

CUSTOMER INFORMATION

ACCOUNT REQUIREMENTS

| Please ir | ndicate | a suitab | ole credi | t limit | |
|-----------|---------|----------|-----------|---------|--|
| £ | | | | | |

MARKETING NEWS/OFFERS

] I'd like to be contacted with the latest news and offers from Battles Email Address

HOW DID YOU HEAR ABOUT US?

| | Tick |
|--------------------------------------|------|
| Trade Fair | |
| Trade Magazine | |
| Online Search | |
| Word of Mouth | |
| Battles Business Development Manager | |
| Other | |
| If other please specify | |

+44 (0) 1522 529206 info@battles.co.uk 🐺 www.battles.co.uk Battle, Hayward & Bower Limited Crofton Drive | Lincoln | LN3 4NP Fax: +44 (0) 1522 538960 Company registered in England No. 274745

| ABOUT YOUR BUSINESS | |
|---|--|
| SECTION 1 - BUSINESSTYPE | |
| Are you a Retailer / Feed Merchant / Both? YES/NO (Please delete as appropriate) | Name of Nominated SQP on Site |
| If 'YES' | |
| Please answer the below: Tick | |
| Do you have shop premises? | Nominated SQP Number |
| Do you trade from your home address? | |
| Do you trade as 'online only'? | |
| Are you a member of any national trade | Company Registration Number |
| association? If 'YES' which one? | |
| | |
| Are you a member of the Animal Health | |
| | |
| SECTION 2 - VETERINARY / PHARMACEUTICAL | RETAILERS OR MERCHANTS |
| Premises Identification Number (If planning on storing & retailing pharmaceutical products) | Is your premises on the VMD (Veterinary Medicines Directorate) Register of |
| | Approved Retailers Premises? |
| | YES/NO |
| 1. Registered Address for the Sale of Animal Medicines (If different from Registered Business Address) | If 'YES' What is your Premises Type? Tick AM AS AS |
| | |
| | |
| | |
| Postcode | |
| 2. Brief Description of Business | |
| | |
| | 1 |
| Are you a Retailer / Stud / Riding School / Livery Yard? | If you do not fit into categories 1 or 2 please give brief description of your Business / Organisation |
| If 'YES' No | Ĩ |
| Do you have a retail shop and | |
| what are the trading hours? | |
| | |
| TWO TRADE REFERENCES | |
| | |
| Name & Address | Name & Address |

| Name & Address | Name & Address |
|----------------|------------------------|
| | |
| Postcode | Postcode |
| Telephone No | Telephone No |
| Fax No | Fax No |
| Email Address | Email Address |
| SIGNATURE PRII | NT NAME |
| POSITION DATI | EDDMMYY Page 2 of 3 |





Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

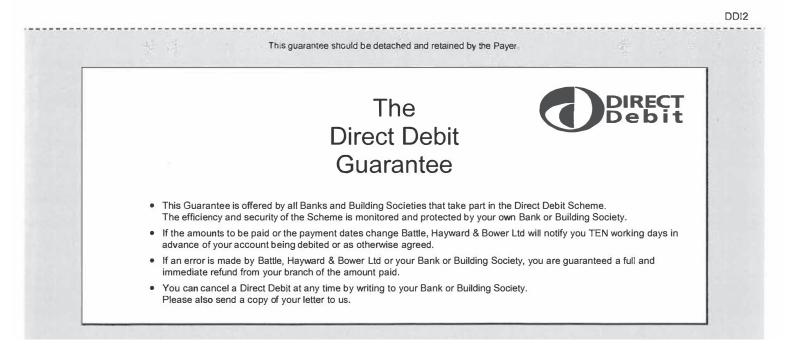
| Battle, Haywar Crofton Drive Lincoln LN3 4NP | | er Ltd | | | |
|---|--------------|--------------|---|------------|---|
| Name(s) of Account Ho | older(s) | | | | |
| | | | | | |
| | | | 1 | | |
| Bank/Building Society | account nun | nber | 1 | | 1 |
| | | | | | |
| Branch Sort Code | | 1 | | | |
| | | | | 0 | |
| Name and full postal ac To: The Manager | aress of you | Jr Bank or I | | k/Building | |
| Address | | | | | |
| | | | | | |
| | | Postcode |) | | |

Service User Number 8 3 6 5 3 3 Reference

Instruction to your Bank or Building Society Please pay Battle, Hayward & Bower Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Battle, Hayward & Bower Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account



and to be supplied or when the Goods are delivered whichever in England and Wales with company number 274745). provisions of clause 9. 2.4 The Customer waives any right it might otherwise have to occurs first 2.3 applicable Specification are complete and accurate. responsible for ensuring that the terms of the Order and any 2.2 The Order constitutes an offer by the Customer to purchase course of dealing. preceding those terms. 1.2.3 a reference t subordinate legislation made under that statute or statutory contained in the catalogue the specification agreed with the set out in the Supplier's catalogue or in the case of Goods not acceptance of the Supplier's quotation, or overleaf, as the case Order. a party's reasonable control as set out in clause 4.2. Customer for the sale and purchase of the Goods in accordance rely on any term endorsed upon, delivered with or contained Supplier notifies the Customer of the Goods which are available the Goods in accordance with these Conditions. The Customer is incorporate, or which are implied by trade, custom, practice or any other construed as illustrative and shall not limit the sense of the words provision, as amended or re-enacted A reference to a statute or statutory provision includes any "Supplier" means Battle, Hayward and Bower Limited (registerec may be the Customer's purchase order form, the Customer's written "Goods" means the goods (or any part of them) set out in the from the Supplier. with these Conditions. clause 11.4. document as amended from time to time in accordance with public holiday) when banks in London are open for business The customer's attention "include", "in particular" or any similar expression shall be eference to such statute or provision as amended or re-enacted i.2.1 1.2 Interpretation: Justomer. "Specification" means the Supplier's description for the Goods 'Order" means the Customer's order for the Goods, as set out in 'Force Majeure Event" means an event or circumstance beyond "Delivery Location" means the location for delivery of the Goods Customer" means the person or firm who purchases the Goods Contract" means the contract between the Supplier and Conditions" means the terms and conditions set out in this 'Business Day" means a day (other than a Saturday, Sunday or i22 These Conditions apply to the Contract to the exclusion of The Order shall only be deemed to be accepted when the BASIS OF CONTRACT Definitions. INTERPRETATION a reference to a statute or statutory provision is any phrase introduced by the terms "including" a reference to "writing" or "written" includes emails terms that the Customer seeks to impose S drawn in particular to the the 9 3 delivered ex-works. 4.2 Supplier's expense. requirements. Contract Conditions DELIVERY GOODS

BATTLE, HAYWARD AND BOWER LIMITED'S - TERMS AND CONDITIONS OF SALE

any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 6 Business Days from its date of issue.

3.1 The Goods are described in the Supplier's catalogue or the Specification. In the event of a conflict between the two the Specification will take precedence.

specification. This clause 3.2 shall survive termination of out of or in connection with the Supplier's use of the Customer's infringement of a third party's intellectual property rights arising any claim made against the Supplier for actual or alleged expenses) suffered or incurred by the Supplier in connection with interest, penalties and legal and other professional costs consequential losses, loss of profit, loss of reputation and expenses, damages and losses (including any direct, indirect or Customer shall indemnify the Supplier against all liabilities, costs, accordance with a specification supplied by the Customer, the 3.2 To the extent that the Goods are manufactured and the മ

3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4.1 If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on a delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier expected.

4.2 Goods for Customers in the UK and Eire shall be delivered to the location set out in the Order or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods are ready. Goods for export will be delivered exworks.

4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location or in the case of Goods for export, making them available for collection ex-works.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on

these which the Supplier notified the Customer that the Goods were 5.

ready; and 4 4.5.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and

place, and charge the Customer for all related costs and expenses (including insurance). 4.6 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

4.7 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

QUALITY

5.1 The goods supplied to the Customer by the Supplier under these terms and conditions shall, on the date of delivery:5.1.1 conform in all material respects with the Specification;

1 conform in all material respects with the Specification;

and

5.1.2 be free from material defects in design, material and workmanship.

5.2 The Customer may reject any Goods delivered to it that do not comply with clause 5.1, providing that:

5.2.1 notice of rejection is given to the Supplier:

5.2.1.1 in the case of a defect that is apparent on normal visual inspection or, in the case of shortage or non-delivery, within 3 business days of Delivery;

5.2.1.2 in the case of a latent defective, within a reasonable time of the latent defective having become apparent; and

none of the events listed in clause 5.3 apply. 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

anter grinning nouce in accordance with crackers 2.2, 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or writen instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. 5.4 Excent as provided in this clause 5 the Supplier shall have

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sume: and

time of payment of all such sums; and 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in

S.3 Until title to the Goods has passed to the Customer, the

o.3 Until lute to the Goods has passed to the Customer, the

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of

delivery; 6.3.4 notify the Supplier immediately if it becomes subject to

any of the events listed in clause 8.1; and 6.3.5 give the Supplier such information relating to the Goods

6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent;

and 6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the

Customer immediately before the time at which resale by the Customer occurs. 6.5 If before title to the Goods passes to the Customer the

c.5 in before rule to the Goods passes to the Costonner the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
6.5.2 the Supplier may at any time:

6.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

prossession that have not been resolut, or interocably incorporated into another product; and 6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third narty where the Goods

premises of the Customer or of any third party where the Goods are stored in order to recover them. 7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Supplier's latest catalogue; newsletter; or emailed price list; or in

| DATE | Z | POSITION | ADDRESS |
|--|--|--|--|
| | SS NAME | PRINT NAME BUSINESS | SIGNATURE PR |
| ORDERS YOU PLACE WITH US | S AND CONDITIONS WILL GOVERN ALL ORDERS YOU PLACE WITH US | YOUR ACCEPTANCE THAT THESE TERMS A | PLEASE SIGN BELOW TO CONFIRM V |
| | Contract by giving 7 days written notice to the affected party. 11. Assignment and other dealings. 11.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract deriver a trust over or deal in any other manner with any or all of its rights or obligations under the Contract. 11.2 Confidentially. 11.2 The Customer may not assign, transfer, mortgage, charge, subcontract, deriver a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier. 11.2 Confidentially. 11.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or supplies of the other party belongs, except as permitted by clause 11.2.2. For the purposes of this clause, "group "means, in relation to a party, that party, and any subsidiary from time to time of a holding company of that party. 11.2.2 Each party may disclose the other party's confidential information: 11.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, confidential information complexity with any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement. 11.3 This Contract onstitutes the entire agreement between the parties and superstandings between them, whether written or oral, respective of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. 11.3 This Contract shall have no reaming the single or any statement is undergreement. 11.4 Variation. No variation of this Contract shall have mo ciam for inc | placed in jeopardy. 8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Gustomer and the Supplier reasonably believes that the Customer fails to pay any amount due under this Contract on the Gustomer and the Supplier reasonably believes that the Customer fails to payment. 8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment. 8.5 Termination of the Contract for any reason the Customer shall immediate effect by giving written oiustanding unpaid invoices and interest. 8.6 Any provision of the Contract shall not affect any of the parties' ights and remedies that have accrued as at termination. including the right to claim damages in respect of any breach of this Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); 9.1.4 defective products under the Consumer Protection Act 1987, or 9.1.4 defective products under the Consumer Protection Act 1987, or 9.1.4 defective products under the Consumer Protection Act 1987, or on any indirect or consequential loss anising under or in connection with the Contract, and 9.2 the Supplier's total liability to the Customer in respect of any loss of profit, or any indirect or consequential loss anising under or in connection with the Contract, and 9.2 the Supplier's total liability to the Customer in respect of the Goods. 9.2 the Supplier's total liability to the Customer in respect of the Goods. 9.2 the Supplier's total liability to the Customer in respect of the Goods. 9.2 | website. 72.1 Reprice of the Goods: 72.2 Reprice shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and 72.2 Reprice the costs and charges of transport of the Goods for Goods destined for export and on orders for delivery as set by the Supplier from time to time. 7.3 The Supplier may invoice the nonth in the month of invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment due to the Supplier under the Contract by the due date for payment, then the Supplier under the Contract by the due date for payment, then the Supplier under the Contract by the due date for payment, then the Supplier under the Contract by the due date for payment, then the Supplier may at any time, without any set-off, counterclaim, deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies the Contract with immediate effect by giving written information or a solvent restructuring), being wound up the Supplier to the Customer fill. 8.1 TERMINATION 8.1 TERMINATION 8.1 TERMINATION 8.1 The Customer takes any step or action in connection with its creditors or withholding required by law). The Supplier is the Customer fills or remedies, the Supplier may inverse of the applier to the Customer fills or remedies. The Supplier may inverse of the applier of the count within a material breach of any term of the Contract and (if such a park) of the part purpler of the count within the customer fills or remediable) fails to remedy the before or action in a solvent restructuring), being wound up (whether thean in relation to a solvent restructuring), being wound up (whether thean in relation to a solvent restructuring), being wound up (whether thean in relation to a solvent restructuring), bei |
| 11.5.2 prevent or restrict the further exercise of that or any | continues for 2 weeks, the party not affected may terminate this | adequately fulfil its obligations under the Contract has been | the case of Goods ordered from the Supplier's website on the |