NATIONAL VETERINARY SERVICES
CONDITIONS OF SALE

In these conditions of sale ("the Conditions"), unless the context requires otherwise:
"Supplier" National Veterinary Services Limited whose registered office is at: Spitfire House, Unit C250, Iron Place, Stoke-on-Trent, Staffordshire, ST1 5FG
"Buyer" means the company, firm, body or person purchasing the Goods and/or Services;
"Goods" means the goods which the Supplier is to supply in accordance with these Conditions including (but not limited to) pharmaceuticals, surgical and other instruments, single use products and non-ethical products;
"Order" means a purchase order in respect to the Goods and/or Services issued by the Buyer to the Supplier;
"Services" means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to an Order;

1. GENERAL

1.1 These Conditions shall be incorporated into each contract ("the Contract") for the supply of Goods and/or Services by the Supplier. The Contract will be subject to these Conditions alone. All terms and conditions appearing or referred to in an Order or otherwise stipulated by the Buyer shall have no effect.
1.2 Any variation of the Contract must be expressly agreed in writing and signed by the Supplier's duly authorised representative.
1.3 Any description contained in the Supplier's catalogues, samples, price list or other advertising material is intended merely to present a general picture of the Supplier's Goods or Services and shall not form a representation or be part of the Contract.
1.4 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

2. SPECIFICATIONS, NON-STANDARD ORDERS, ALTERATIONS

2.1 If Goods and/or Services are supplied in accordance with the Buyer's specifications (the "Specifications") the Buyer shall be solely responsible for the Specifications and ensuring that they are suitable and accurate.
2.2 The Buyer shall be responsible for supplying the Specifications and any necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.
2.3 The Supplier shall, prior to delivery, be entitled as its direction to substitute for the Goods forming the subject of the Order similar goods from the same or an alternative source, or to make modifications or alterations to the Goods provided that:
- 2.3.1 in the case of substituted goods, the alternative goods supplied shall be of equivalent or better quality or performance to the substituted Goods;
- 2.3.2 in the case of modified and altered Goods, such modifications or alterations of the Goods shall not materially affect their quality or performance.

3. PACKAGING

Packaging for the Goods shall be at the discretion of the Supplier which shall have the right to pack the Goods in such manner and with such materials and in such quantities as it in its absolute discretion thinks fit.

4. PRICES

4.1 All prices shall be as stated by the Supplier.
4.2 All prices stated shall be subject to variation at the sole discretion of the Supplier at any time without prior notice. The Supplier shall use all reasonable endeavours to notify the Buyer of any variation before delivery of the Goods.
4.3 Where the price for the Goods or Services is varied in accordance with clause 4.2 the price as varied shall be binding on both parties.
4.4 There shall be added to the price for Goods or Services any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods or performance of the Services (whether initially charged on or payable by the Supplier or the Buyer).
4.5 All prices are given by the Seller on a CIF basis, unless otherwise agreed in writing between the Supplier and the Buyer.
4.6 The Supplier shall be entitled to levy, in addition to the price of the Goods or Services, additional charges such as small order charge or fuel surcharge as applicable.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Supplier and the Buyer, liability for payment shall arise in respect of Goods supplied, on delivery and in respect of Services supplied, upon completion thereof. The Supplier shall be entitled accordingly to invoice the Buyer for the price of the Goods and/or Services on or at any time after delivery or completion respectively, unless, in the case of Goods, these are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Buyer for the Price at any time after the Supplier has notified the Buyer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
5.2 The Buyer shall pay the price of the Goods (less any discount agreed in writing by the Supplier, but without any other deduction or set off) on or before the 20th day of the month following the date of invoice.
5.3 If the Buyer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 5.3.1 cancel the contract or suspend any further deliveries or performance under the Contract or any other contract so long as the default continues; and/or
- 5.3.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the appropriate rate level per annum above the base rate of the Bank of Scotland from time to time in force calculated on a daily basis until payment in full is made. This clause does not encumber the Supplier's rights under the Late Payment of Commercial Debts (Interest) Act 1998, to charge interest on and recover debts due; and/or
- 5.3.3 apply this interest to an "interest due" account for that customer. Any unpaid interest would be claimable from the Buyer by the Supplier at its discretion should the Buyer decide to trade with another wholesaler.; and/or
- 5.3.4 withdraw or cancel immediately any discount for prompt payment that has been agreed with or has been granted by the Buyer or to which the Buyer is entitled and debit the Buyer's account accordingly.

5.3 Any prompt payment (contingent) discount is granted to the Buyer for payment received within the Supplier's normal credit terms. Where discount is taken by the Buyer outside of these terms then the Supplier may either disallow the discount so that it remains due on the account or apply it to a "disallowed discount" account for that Buyer. Any disallowed discount would be reclaimable by the Supplier at its discretion should the Buyer decide to trade with another wholesaler.

6 DELIVERY AND COMPLETION DATES

6.1 Delivery shall take place when the Goods are unloaded or delivered to the Buyer's premises or other delivery location agreed between the Supplier and the Buyer except that:
- 6.1.1 if the Buyer collects or arranges collection of the Goods from the Supplier's premises, or nominates a carrier for the Goods, delivery shall take place when the Goods are loaded onto the collection or carrier's vehicle; or
- 6.1.2 if the Goods are ready to be despatched from the premises of the Supplier to the Buyer and the Buyer has failed or refused to provide the Supplier with detailed delivery instructions and/or the place for delivery has not been agreed in writing by the Supplier the delivery shall take place when the Supplier has notified the Buyer that it is awaiting specific delivery instructions and/or that the place for delivery has not been agreed.

6.2 The dates for delivery of the Goods or performance of the Services are approximate only and time is not of the essence for delivery or performance. The Supplier will use its reasonable endeavours to complete delivery or performance on or before dates requested by the Buyer but will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.
6.3 The Buyer shall accept immediate delivery or arrange to collect the Goods or arrange suitable storage, failing which the Supplier may either: -
- 6.3.1 effect delivery by whatever means it thinks most appropriate; or
- 6.3.2 arrange storage at the Buyer's risk and expense pending delivery; or
- 6.3.3 resell or otherwise dispose of the Goods without prejudice to any other rights the Supplier may have against the Buyer to breach of contract or otherwise.

6.4 Where the Contract provides for delivery by instalments each instalment shall constitute a separate contract and any delay, failure or defect in any one or more instalments delivered shall not entitle the Buyer to reject or cancel delivery or performance of any further instalment of the Contract or any other order from the Buyer or to repudiate the Contract.
6.5 The quantity of the Goods delivered under the Contract shall be stated on the invoice and checked by the Supplier prior to despatch from the Supplier's premises and the stated quantity on the invoice shall be accepted by the Buyer as conclusive evidence of the quantity delivered.

7. EXAMINATION AND RETURN OF GOODS

7.1 The Buyer shall examine the Goods upon delivery, and the Buyer shall notify the Supplier (and the carrier where relevant) within:
- 7.1.1 24 hours (temperature-controlled items)
- 7.1.2 72 hours (pharmaceutical items – veterinary or human) of the delivery time of; non-delivery, short delivery, apparent damage or defect.
- 7.1.3 28 days (ambient goods – waiting room sales / consumables)
- 7.1.4 48 hours (all other items) of the delivery time; non-delivery, short delivery, apparent damage or defect.

7.2 Notification under the above Condition 7.1 shall be made by telephone / email and all goods should be returned via the NVS delivery network and with the corresponding RMA documentation which includes a declaration by an authorised person that the Goods have been stored/kept refrigerated (as appropriate) per manufacturer recommendations since the point of delivery by the Supplier.
7.3 The Buyer shall comply with the carriers' rules, regulations and requirements so as, when appropriate, to enable the Supplier to make a claim against the carrier in respect of any damage or loss in transit.
7.4 In default of notification pursuant to the provisions of this Condition 7, subject to any claim which the Buyer may have under Condition 8, the Supplier shall be deemed conclusively to have properly performed its obligations under the Contract.
7.5 The Supplier shall be under no obligation to accept the return of Goods except in accordance with Condition 7.1.2, 8 and 10.
7.6 Return of Goods for any other reasons shall require the Supplier's prior written consent which shall be in its absolute discretion. The Supplier will, however, give consideration to requests for return which are:
- 7.6.1 in its opinion of a bona fide nature; and
- 7.6.2 made within two working days of delivery; and
- 7.6.3 relate to unused and damaged Goods; and
- 7.6.4 relate to Goods which do not require cold storage; and
- 7.6.5 in respect of Goods specifically identified by an invoice number.

7.7 Goods which are accepted for return by the Supplier pursuant to Condition 7.6 shall be accompanied by an RMA document with the same declaration noted in 7.2 above. The Supplier reserves the right to levy a handling charge if goods are accepted for return under this clause.

8. **WARRANTY AND LIMIT OF RESPONSIBILITY**

8.1 The Supplier warrants (the "Warranty") that the Goods will correspond with their specification at the time of delivery and will be reasonably free from defects in design (other than a design submitted or specified by the Buyer) material or workmanship for a period of three months from the date of delivery or for a period ending on the date of expiry of the shelf life of the Goods, whichever is the shorter (the "Warranty Period") provided always that in respect of goods, materials, parts or components supplied but not manufactured by the Supplier the Warranty will be equivalent to the Warranty (if any) which the Supplier may have received from the manufacturer or Supplier of such goods, materials, parts or components but not so as to impose a liability greater than that imposed on the Supplier by the aforesaid Warranty Period and provided that the Buyer has given the Supplier written notice and satisfactory proof of such defect within the Warranty Period.

8.2 The Supplier's obligations to the Buyer under 8.1 above shall not apply: -

8.2.1 to damage caused by the Buyer's or any third party's act, default or misuse of the Goods or by failure to follow any instructions supplied with the Goods;

8.2.2 if the Goods have been stored, handled or applied in such a way that damage is likely to occur;

8.2.3 if the Goods are altered, modified or repaired by any person other than the Supplier or any person who has been expressly nominated or approved in writing by the Supplier;

8.2.4 if the Buyer shall not have paid by the due date for payment for all Goods or Services supplied whether under the Contract or under any other contract between the Supplier and the Buyer;

8.2.5 in respect of any defect in the Goods arising from any free issue materials or any drawing, design or specification supplied by the Buyer.

8.3 Subject as expressly provided in 8.1 and 8.2 above and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by status or common law are excluded to the fullest extent permitted by law.

8.4 Subject to 8.2 above, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods is notified to and accepted by the Supplier in accordance with these Conditions the Supplier shall be entitled to replace or repair the Goods (or the part in question) free of charge, or, at the Supplier's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Supplier shall have no further liability to the Buyer.

8.5 Save for liability for death or personal injury arising from the Supplier's negligence and for liability arising under the Consumer Protection Act 1987 (which if proved is not excluded) the Supplier's opinion to repair, replace re-perform or refund as aforesaid shall constitute the full extent of the Supplier's liability in respect of any loss or damage sustained by the Buyer (whether caused by any breach of the Contract or by misrepresentation (unless fraudulent) or by the negligence of the Supplier, its employees or agents or arising from any other cause whatsoever) and the Supplier shall not in any circumstances be liable for any damages, compensation, cost, expenses, losses or other liabilities, whether direct or consequential (including loss of profits) suffered by the Buyer arising therefrom.

8.6 The cost to the Supplier of and incidental to the return by the Buyer to the Supplier of any of the Goods delivered hereunder shall, except to the extent that the Supplier has accepted responsibility hereunder, be the responsibility of the Buyer who shall indemnify the Supplier against any such cost including, but without limitation to the generality of the foregoing, cost of transport and testing or any other cost or loss to the Supplier arising therefrom.

8.7 Notwithstanding sub-clause 8.5 above the Buyer shall, except where he is a person who suffers personal injury or death or loss or damage to property such as to give rise to claim under the Consumer Protection Act 1987, indemnify the Supplier against all loss, damage, liability, legal fees and cost arising from any such claim made against the Supplier under the Consumer Protection Act 1987.

8.8 Save for liability for death or personal injury arising from the Supplier's negligence and for liability arising under the Consumer Protection Act 1987 (which if proved is not excluded), the maximum liability of the Supplier under or in connection with the Contract shall not exceed the price of the Goods or Services.

9. **TITLE TO GOODS**

9.1 Unless the Contract otherwise stipulates, risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods in accordance with Condition 6 above or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods and the Goods should be insured by the Buyer accordingly.

9.2 Notwithstanding that risk in the Goods shall pass to the Buyer in accordance with Condition 9.1, legal and beneficial ownership of the Goods shall remain with the Supplier until payment in full has been received by the Supplier:

9.2.1 for those Goods;

9.2.2 for any other goods supplied by the Supplier;

9.2.3 of any other monies due from the Buyer to the Supplier on any account.

9.3 Until property in the Goods passes to the Buyer under Condition 9.2 the Buyer shall:

9.3.1 be bailee of the Goods;

9.3.2 keep the Goods separately and readily identifiable as the property of the Supplier.

9.4 Notwithstanding Condition 9.2 the Buyer may as principle in ordinary course of its business sell the Goods by bona fide sale at full market value.

9.5 Goods shall be deemed sold or used in the order delivered to the Buyer.

9.6 Any resale by the Buyer of Goods in which property has not passed to the Buyer shall (as between the Supplier and the Buyer only) be treated as if made by the Buyer as agent for the Supplier.

9.7 If Goods in which property has not been passed to the Buyer are mixed with or incorporated into other goods the property in those other goods shall be held on trust by the Buyer for the Supplier to the full extent of the sums recoverable by the Supplier under Condition 9.2.

9.8 The proceeds of sale of any Goods and any other goods referred to in Condition 9.7 shall be held by the Buyer in trust for the Supplier to the extent of all sums recoverable by the Supplier under Condition 9.2.

9.9 The Buyer shall keep any proceeds of sale as referred to in Condition 9.8 in a separate account but in any event the Supplier shall have the right to trace such proceeds (according to the principles in re Halletts estate (1880) 13 ChD 696).

9.10 The Buyer assigns to the Supplier all rights and claims the Buyer may have against its own customers and others in respect of the Goods specified in Condition 9.6, goods specified in Condition 9.7 and proceeds of sale specified in Condition 9.8.

9.11 At any time before property in Goods passes to the Buyer (whether or not any payment to the Supplier is then overdue or the Buyer is otherwise in breech of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights):

9.11.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Buyer hereby authorises;

9.11.2 require delivery up to it of all or any part of the Goods;

9.11.3 terminate the Buyer's authority to re-sell or use the Goods forthwith by written notice to the Buyer which authority shall automatically terminate (without notice) upon any insolvency of the Buyer or it going into liquidation (as defined in the insolvency Act 1986) or it having a receiver appointed or calling a meeting of its creditors or any execution or distress being levied on Goods in its possession

9.12 The Supplier may at any time appropriate to such indebtedness as it thinks fit sums received from the Buyer notwithstanding any purported appropriation by the Buyer.

9.13 Each clause and sub-clause of this Condition 9 is separate, servable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

10. **RECALL**

10.1 The Supplier may at any time and in its absolute discretion request, either orally or in writing, the recall of any Goods supplied ("Recall"). Where such a request is made orally, it shall be confirmed by the Supplier in writing.

10.2 The reasonable cost of collection of any goods subject to Recall be borne by the Supplier and the Buyer shall render all reasonable assistance in the arrangements for collection and return of such Goods.

10.3 If the Goods cannot be replaced within a reasonable period, the Supplier shall issue to the Buyer a credit note for the price then current of the Goods subject to Recall.

11. **TERMINATION**

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the proposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Buyer or if the Buyer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired or if the buyer shall commit any breach of any part of the contract the Supplier may without prejudice to its rights and remedies under these conditions stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the contract immediately.

12. **FORCE MAJEURE**

12.1 Insofar as the performance of the Contract by the Supplier may be affected by a strike, any lack of available shipping or transport or materials, any restriction regulation or decree by any local or municipal authority or government department or by any cause beyond the Supplier's reasonable control (which shall be construed without reference to the proceeding causes) the Supplier may elect, at its absolute discretion, either: -

12.1.1 to terminate the Contract; or

12.1.2 to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances.

12.2 In the event that the Supplier makes an election under 12.1 the Buyer shall accept the Goods or such part of them as are delivered to it notwithstanding any delay.

13. **PATENTS**

The Buyer shall indemnify the Supplier against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Supplier with the Buyer's instructions, whether express or implied.

14. **INDEMNITY**

The Buyer agrees upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

14.1 designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods and/or Services;

14.2 defective materials or products supplied by the Buyer to the Supplier and incorporated by the Supplier in the Goods; or

14.3 the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.

15. **ASSIGNMENT AND SUBCONTRACTING**

15.1 None of the rights or obligations of the Buyer under the Contract may be assigned or transferred in whole or in part without prior written consent of the Supplier.

15.2 The Supplier shall be entitled to subcontract any work relating to the Contract without obtaining the consent of/or giving notice to the Buyer.

16. **HEALTH AND SAFETY**

The Buyer agrees to pay due regard to any information or any revised information whenever supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

17. **NOTICES**

17.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by pre-paid first-class letter post, facsimile transmission or electronic message.

17.2 Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission or electronic message, at the time of transmission.

18. **DATA PROTECTION**

The Supplier processes personal data in accordance with the General Data Protection Regulation and the Data Protection Act 2018. Further details are set out in the Supplier's Data Protection Policy and applicable Privacy Notices which can be found at www.nvsweb.co.uk.

19. **INVALIDITY**

The invalidity, illegality or unenforceability of any provision of these Conditions in whole or in part shall not prejudice the effectiveness of the rest of these Conditions or the remainder of any part of the Condition affected.

20. **WAIVER**

No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

21. **LAW AND JURISDICTION**

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

22. **OUR COMMITMENT TO RESPECT**

Definitions:

"Harassment" means unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

"Sexual harassment" means unwanted conduct of a sexual nature that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

"Victimisation" means subjecting a person to a detriment because they have raised, supported or participated in a complaint or concern relating to discrimination or harassment, or are believed to have done so.

"Inappropriate conduct" includes bullying, intimidation, threatening, aggressive or abusive behaviour and other conduct which could reasonably cause offence, distress or concern.

Third-Party Harassment and Respect at Work

The Customer acknowledges the Supplier's commitment to providing a safe, respectful and inclusive working environment for its employees, workers, contractors and representatives.

The Customer shall ensure that its employees, officers, agents, contractors and representatives do not engage in any conduct that constitutes harassment, sexual harassment, bullying, victimisation, discrimination, intimidation, abuse or any other inappropriate behaviour towards the Supplier's personnel.

The Customer shall:

1. Take reasonable steps to prevent harassment, discrimination and other inappropriate conduct by its employees, contractors and representatives.
2. Promptly investigate any complaint relating to conduct covered by this clause.
3. Co-operate fully with any reasonable investigation undertaken by the Supplier.
4. Take appropriate corrective action where misconduct is identified, including removing individuals from involvement with the services where appropriate.
5. Inform the Supplier of any action taken in response to a substantiated complaint, where reasonably requested.

Where the Supplier reasonably believes that the health, safety or wellbeing of its personnel is at risk as a result of conduct by the Customer or its representatives, the Supplier may:

- withdraw affected personnel from the Customer's premises or activities;
- suspend performance of the affected services until appropriate safeguards are implemented; and/or
- require the Customer to replace the individual(s) concerned.

Any material breach of this clause shall constitute a material breach of the Agreement and may entitle the Supplier to terminate the Agreement immediately by written notice, without prejudice to any other rights or remedies available.