



# DODSON & HORRELL

ANIMAL HEALTH, NUTRITION AND WELL-BEING

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## Standard Terms & Conditions of Sale

### 1. Interpretation

1.1. In these Terms:

"BETA NOPS Terms and Conditions" means the British Equestrian Trade Association Terms and Conditions for Contamination of Horse Feed and Related Products by Prohibited Substances as amended from time to time which are available upon request and are also set out in full on the BETA website at: <http://www.beta-uk.org/media/trade/download/beta-nops-terms-and-conditions.pdf>

"GOODS" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;

"CONTRACT" means the contract for the sale and purchase of the Goods;

"CUSTOMER" means the person who accepts the Seller's quotation for the sale of the Goods or whose order for the Goods is accepted by the Seller;

"DELIVERY POINT" the Seller's premises or such other location specified on the order which is accepted by the Seller

"FORCE MAJEURE" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any acts of god, epidemic/pandemic, terrorist attack, civil commotion or riot, chemical or biological contamination, any law or any action taken by a government or authority including without limitation imposing any export or import restriction or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, strike, lock-out or other industrial action, increases in contracted prices, difficulties in obtaining or default of suppliers or subcontractors in relation to raw materials, labour, fuel, parts or machinery and interruption or failure of utility services or breakdown in machinery);

"INCOTERMS" means the international rules for the interpretation of trade terms of the International Chamber of Commerce (ICC) (known as *Incoterms*<sup>®</sup> Rules) as in force at the date when the Contract is made and any term described in *Incoterms*<sup>®</sup> has the same meaning in this agreement. *Incoterms*<sup>®</sup> is a trademark of ICC. Use of this trademark does not imply association with, approval of or sponsorship by ICC unless specifically stated above. The *Incoterms*<sup>®</sup> Rules are protected by copyright owned by ICC. Further information on the *Incoterms*<sup>®</sup> Rules may be obtained from the ICC website [iccwbo.org](http://iccwbo.org).

"PROHIBITED SUBSTANCES" means such substances as are found in horse feed and related products and are contained on the prohibited substance lists of the British Horseracing Authority and the Federation Equestre Internationale;

"SELLER" means Dodson & Horrell Limited (registered in England and Wales under number 2098720);

"SELLER'S GROUP" means Dodson & Horrell Group Limited (registered in England and Wales under number 10034186) and its subsidiaries as defined by section 1159 of the Companies Act 2006

"TERMS" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Customer and the Seller;

1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re enacted or extended at the relevant time.

1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2 Basis of the sale

2.1. These Terms apply to all contracts for the sale of Goods by the Seller to the Customer and supersede any previous terms and conditions of sale published by the Seller. These Terms apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.3. Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Customer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3 Orders and specifications

3.1. No contract for the supply of Goods will be created by the acceptance by the Customer of a quotation unless the Seller accepts the Customer's order or delivers the Goods.

3.2. The Customer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3. All brochures, catalogues, price lists, samples and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods. Unless expressly incorporated the same shall not form part of the Contract. The Seller reserves the right to make minor alterations to the specification of the Goods without prior notification to the Customer.

3.4. No order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

### 4 Price of the goods

4.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 7 days only or until earlier acceptance by the Customer, after which time they may be altered by the Seller without giving notice to the Customer.

4.2. Except as otherwise stated in the Seller's written quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Customer and the Seller, all prices are given by the Seller on basis that the Delivery Point is the Seller's premises (ex store/ex works). If a Delivery Point other than the Seller's premises is agreed the Customer shall be liable to pay the Seller's charges for transportation to the agreed Delivery Point.

4.3. The price of the Goods excludes amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Seller at the prevailing rate subject to receipt of a valid VAT invoice and excludes the costs and charges of insurance and transport of the goods which shall be additionally charged.

### 5 Terms of payment

5.1. Subject to any special terms agreed in writing between the Customer and the Seller, the Seller may invoice the Customer for the price of the Goods on or at any time after the Goods are delivered to the Delivery Point

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5.2.If the Seller has agreed to provide credit terms to the Customer the Customer shall pay the price of the Goods within 30 days of the date of the Seller's invoice or in accordance with any other credit terms agreed by the Seller and confirmed in writing to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3.If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.3.1.cancel the contract or suspend any further deliveries to the Customer;

5.3.2.appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Customer); and

5.3.3.charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above LIBOR from time to time (or if at anytime LIBOR is below 0% at the rate of 5% per annum), until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4.All amounts due shall be paid in full without set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 6 Delivery

6.1.Delivery of the Goods shall be made by the Seller delivering the Goods to the Delivery Point.

6.2.Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Customer.

6.3.Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

6.4.Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.5.If the Customer fails to take delivery of the Goods at the Delivery Point or fails to give the Seller adequate delivery instructions at the time stated for delivery at the Delivery Point (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.5.1.store the Goods until actual delivery or collection and charge the Customer for the reasonable costs (including insurance) of storage or any additional delivery charges; or

6.5.2.sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

## 7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer on delivery to the Delivery Point (and if such Delivery Point is the Seller's premises risk shall pass after the loading of the Goods onto the Customer's transport)

7.2 If the Customer wrongfully fails to take delivery of the Goods at the Delivery Point at the time when the Seller has tendered delivery of the Goods risk shall pass to the Customer at the time of tendered delivery notwithstanding that the Goods have not been loaded onto the Customer's transport.

7.3. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, property and title to the Goods shall not pass to the Customer until the Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller 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 sums.

7.4.Until title to the Goods has passed to the Customer, the Customer shall:

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

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

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

7.4.4.notify the Seller immediately if it becomes subject to any of the events listed in clause 9.1; and

7.4.5.give the Seller such information relating to the Goods as the Seller may require from time to time.

7.5.If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, then, without limiting any other right or remedy the Seller may have:

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

7.5.2.if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 8 Warranties and liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Subject to the following provisions the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material until the expiry of the best before date printed on the Goods.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Customer;

8.2.2 the Seller shall be under no liability in respect of any defect arising from wilful damage, negligence, abnormal or poor storage conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval;

8.2.3 the Goods differ from their specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements

8.2.4 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

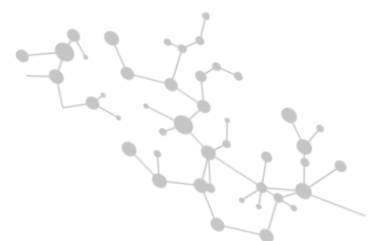
8.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer Contract the statutory rights of the Customer are not affected by these Terms.

8.5 All reasonable efforts are taken to avoid contamination of our Goods with Prohibited Substances. Any alleged contamination or alleged liability arising from the presence or the alleged presence in any of the Goods of a Prohibited Substance shall be governed by the BETA NOPS Terms & Conditions

8.6.A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Seller accordingly, the Customer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Customer

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shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.7. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price).

8.8. Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or defective products under the Consumer Protection Act 1987.

8.9. Subject to clauses 8.5 and 8.8 above the following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

8.10. The Seller has insurance in respect of own liability in relation to defective goods. The Seller's total liability to the Customer shall not exceed the Seller's insurance cover.

8.11. The Seller 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 Seller's obligations in relation to the Goods, if the delay or failure was due to a Force Majeure

8.12. This clause 8 shall survive termination of the Contract.

## 9 Termination

9.1. Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Customer if:

9.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

9.1.2. the Customer takes any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, a bankruptcy order or any other insolvency proceeding is made or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4. the Customer's financial position deteriorates to such an extent that in the Seller's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Customer and the Seller if the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or the Seller reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4. On termination of the Contract for any reason the Customer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices

and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 10 Export terms

10.1. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms

10.2. Where the Goods are supplied for export from the United Kingdom, (unless otherwise agreed in writing) the Customer is responsible for obtaining at its own cost such import licences and other consents in relation to the goods as are required from time to time and, if required by the Seller, the Customer shall make those license and consents available to the Seller prior to the relevant shipment.

10.3. If the Seller is required to provide any certification, consent or any other documents in relation to export of the Goods from the United Kingdom the Seller shall be entitled to charge for the service of providing the same.

10.4. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them and any associated costs arising after delivery at the Delivery Point including but not limited to any demurrage costs howsoever arising

10.5. Unless otherwise agreed in writing between the Customer and the Seller, the Delivery Point for Goods supplied for export from the United Kingdom shall be the Customer's port of entry on an Incoterms CIF basis

10.6. Subject to any special terms agreed in writing between the Customer and the Seller, the Seller may invoice the Customer for the price of exported Goods on or at any time after despatch of the Goods to the Delivery Point

## 11 General

11.1. The Seller is a member of the group of companies whose holding company is Dodson & Horrell Group Limited, and accordingly the Seller may perform any of its obligations or exercise any of its rights under the Contract by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

11.2. The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign transfer, charge, subcontract or deal in any other manner with all or any of rights or obligations the Contract without the prior written consent of the Seller.

11.3. A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.4. By entering into the Contract or requesting a quotation from the Seller the buyer authorises the Seller's Group to make a credit search against the Customer and to keep a record of that search for 6 years after fulfilment of the Contract and the Customer will provide if specifically requested written authorisation the Customer authorising such a credit search.

11.5. Customer privacy and personal information is important to the Seller. Any personal information provided by a Customer to the Seller will be dealt with in line with the Seller's Privacy Policy, which explains what personal information the Seller will collect from Customers, how and why the information is collected,

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BY APPOINTMENT TO HER MAJESTY  
QUEEN ELIZABETH II  
HORSE AND VETERINARY MEDICINE MANUFACTURERS  
DODSON & HORRELL LIMITED, KETTERING

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stored, used and shared, Customer's rights in relation to personal information and how to contact the Seller and supervisory authorities in relation to a query or complaint about the use of personal information. The Seller's Privacy Policy is available at <https://www.dodsonandhorrell.com/privacy-policy> or on request.

11.6.No waiver by the Seller of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.7.If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

11.8 The Contract and these Terms shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts

Edn July 2020

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