

Account application form

Pedigree House
Ambleside, Gamston, Nottingham NG2 6NQ
Tel : 0115 982 3900 Fax: 0115 982 3909

Please complete all sections of application form. If any sections do not apply to your business please enter N/A. Please read terms and conditions attached and sign application form to confirm you wish to open an account and accept our trading terms.

Please post completed application form to: NEW ACCOUNTS, Pedigree Wholesale Ltd, Pedigree House, Ambleside, Gamston, Nottingham, NG2 6NQ. (we are unable to process faxed copies)

On receipt one of our account managers will be in contact to arrange a visit in order to complete your application.

Pedigree Wholesale supports the independent retail pet and aquatic trade. We deliver to TRADE ONLY customers with properly licensed business premises.

TRADING TITLE AND INVOICE ADDRESS

.....

 POSTCODE

MAIN CONTACT / BUYER ACCOUNTS DEPARTMENT (IF SEPARATE)

CONTACT NAME: CONTACT NAME:

TELEPHONE NO: TELEPHONE NO:

FAX NO: FAX NO:

EMAIL ADDRESS: EMAIL ADDRESS:

DELIVERY ADDRESS IF DIFFERENT TO ABOVE

.....
 POSTCODE

NATURE OF OWNERSHIP (TICK ONE)

LIMITED COMPANY: PARTNERSHIP

SOLE TRADER: OTHER (SPECIFY)

COMPANY NAME:

COMPANY REGISTRATION NUMBER:

AT NUMBER (EXPORT ONLY):

FULL NAME(S) OF PROPRIETOR(S)/ DIRECTOR(S):

HOME ADDRESS:

 POSTCODE

HOME PHONE NUMBER:

BUSINESS HOURS: HALF DAYS:

BANKERS NAME AND ADDRESS:

TWO TRADE REFERENCES

(1)

(2)

Account application form

MAIN TYPE OF BUSINESS	(TICK ONE)	DATE BUSINESS WAS ESTABLISHED:
1. PET SHOP	[]	LOCATION: (HIGH ST./IND. EST RETAIL PARK/OUT OF TOWN)
2. AQUATIC SHOP	[]
3. GARDEN CENTRE	[]	SIZE OF SALES FLOOR (m2/ft2):
4. WATER GARDEN	[]	
5. GENERAL STORE	[]	CURRENT WHOLESALE
6. MARKET TRADER	[]	WEEKLY SPEND(ON PET/AQUATIC)
7. BREEDER/KENNEL	[]	
8. WHOLESALE	[]	ARE FISH SOLD? YES [] NO []
9. OTHER	[]	COLDWATER [] NO. TANKS []
10. INTERNET TRADER	[]	TROPICAL [] NO. TANKS []
OTHER (SPECIFY)		

DELIVERY INSTRUCTIONS

OPENING TIMES: LUNCH CLOSURE:

PARKING RESTRICTION DETAILS:

I/WE WISH TO APPLY FOR A TRADE ACCOUNT WITH YOUR COMPANY AND AGREE TO COMPLY WITH YOUR TRADING TERMS DETAILS OF WHICH APPEAR IN THE FRONT OF THE CATALOGUE

SIGNED: PRINT NAME:

DATED: POSITION IN COMPANY:

INTERNAL OFFICE USE ONLY

DEPOT: MI [] NO [] EA [] SO [] WE []

A/C NO:

ACCOUNT MANAGER: REP NO.:

PRICE BAND: PAYMENT TERMS: CREDIT LIMIT:

TELESALES CONTACT:

CALL DAY (S):

TERR. CODE (S):

ACCOUNT MANAGERS COMMENTS/REQUESTS:

.....

SET UP WEB ORDERING ACCOUNT: YES [] NO []
(CHECK E-MAIL ADDRESS IS FILLED IN)

MONTHLY MAIL OUT: YES [] NO []

ORDER TAKEN: YES [] NO []

CATALOGUE TO BE SENT: YES [] NO []

FURTHER ACTION REQUIRED:

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ACCOUNT MANAGER APPROVAL: DATE:

DEPOT MANAGER APPROVAL: DATE:

ACCOUNT AUTHORISATION: SET UP DATE:

(0710 INT)

PEDIGREE WHOLESALE LTD

Terms And Conditions Of Sale

1. These Conditions

- 1.1 The conditions set out here are the only conditions on which we sell goods. Any deviation from these conditions will only apply if agreed in writing and signed by a Director of the Company. In these conditions "goods" means all goods sold by us to you; "we" means Pedigree Wholesale Ltd and "you" means the company, person or legal entity buying the goods.
- 1.2 Nothing in these conditions shall exclude or limit any liability we may have under statute.

2. Orders

- 2.1 All goods are offered and sold subject to stocks being available.
- 2.2 All delivery dates are estimates and not of the essence of the contract between us.
- 2.3 Orders for items not listed in our catalogue will be accepted on the condition that no guarantee can be given regarding delivery date; once ordered the goods must be taken and paid for and such goods when invoiced will only attract our standard discount.
- 2.4 Orders for delivery or collection must comply with our minimum order value applicable at the time of delivery. The minimum order value is published in our catalogue.

3. Prices

- 3.1 All goods are charged at the prices (which are exclusive of VAT but inclusive of delivery in the U.K.) ruling at the time of despatch (but if you have been charged an incorrect price we reserve the right to rectify it).
- 3.2 Value Added Tax will be charged at the rate ruling at the tax point date.
- 3.3 Prices are subject to alteration without notice.

4. Delivery and Notification of Damage and Loss

- 4.1 All goods should be examined on delivery and signed for.
- 4.2 Goods which show any sign of having been tampered with, damaged or shortage must be signed for accordingly and written notice from you of this must be received by us within ten days of delivery.
- 4.3 Telephone claims for damage or shortage must be made by the end of the working day following the day of delivery.
- 4.4 All glass articles must be inspected thoroughly at the time of delivery as no claims for damage can be accepted once our vehicle has left your premises.
- 4.5 No responsibility will be considered for loss of fish or plants after acceptance has been made by you. It is your responsibility to examine the condition of all fish and plants before signing the delivery note or leaving our premises.
- 4.6 Claims for damage or shortage of goods which have been collected from our premises will not be accepted once you have departed.

5. Property and Risk

- 5.1 Property and risk in the goods shall pass from us to you on delivery except that if the goods have not been paid for, property in them shall pass only when they have been paid for or immediately prior to property passing from you to a third party pursuant to an arms-length sale by you to a third party.
- 5.2 Legal ownership and title to the goods supplied by us to the buyer shall remain in us until the goods are paid for in full and any other money due from the buyer to us has been paid. Until then the buyer holds the goods as bailee for us and must store them separately from its other goods. In the event of any dispute or disagreement it shall be presumed that the goods on the buyer's premises are those comprised in any unpaid invoices. During this period we have the right to enter on premises where the goods are stored and to remove them to dispose of them at our discretion.

6. Payments

- 6.1 Where credit terms have been granted payment is due within 14 days of the invoice date unless other terms have been agreed in writing. These terms will be shown clearly on your invoice. Otherwise payment is due on delivery and time is of the essence.
- 6.2 If at any time invoices are overdue then all unpaid balances owing to us from you shall become immediately due and payable.

- 6.3 All cheques should be made payable to Pedigree Wholesale Ltd and crossed "not negotiable - account payee only". In the case of dispute or legal proceedings our office shown on the invoice is to be deemed the place where payment is made.
- 6.4 Overdue invoices shall at our discretion carry interest at the rate of 3 per cent per annum above the base lending rate of Barclays Bank plc ruling from time to time.
- 6.5 Dishonoured cheques will incur an administration charge at the rate ruling at the time of payment. This amount is clearly shown in our catalogue.
- 6.6 In the event of your account being passed to external debt collectors following non-payment then a 10 per cent surcharge will be applied to the outstanding balance to cover our additional costs.

7. Pallets

- 7.1 Pallets on which goods have been supplied must be returned or exchanged otherwise we reserve the right to charge you for all pallets on which goods have been supplied.

8. Restricted Sale Goods

- 8.1 If you order goods which require a licence or other such authority to use or offer for resale such goods then by ordering these goods it is implied that you hold the necessary licence or authority.

9. Returned Goods

- 9.1 Should you wish to return any goods purchased from us for whatever reason then written authority must first be obtained from us by way of a signed collection note.
- 9.2 Where goods have been delivered in accordance with your order in good condition then we reserve the right to refuse to accept the return of such goods. Where return is accepted in such a case then a 10 per cent handling charge will be deducted from the amount credited.
- 9.3 Medicinal products bearing the GSL mark must be returned within 7 days of receipt to comply with the Veterinary Medicines Directorate regulations.

10. Warranty

- 10.1 We warrant that the goods are sold with good title and comply with our description and specification of them and are of sound merchantable quality.

11. Exclusion of Warranties and Limitation of Liability

- 11.1 All conditions, guarantees, representation and warranties not set out in condition 10 whether express or implied by Law, custom or trade or otherwise as to quantity, quality, description, fitness for purpose, condition, performance, merchantability or otherwise are excluded.
- 11.2 Our liability to you under or in any way related to the sale and purchase of goods or otherwise whether involving our negligence or not shall only extend to giving appropriate credit for or repayment of the price of the defective goods.
- 11.3 Nothing in these conditions shall affect your duty to mitigate loss and apart from what is set out above we shall not have any liability whatsoever to you under or in any way related to the sale and purchase of the goods (except for personal injury and/or death) or otherwise (whether in contract, tort (including negligence) or otherwise) for any loss or damage of any nature whatsoever including, without limitation, consequential loss (including loss of profit or use or third party claims).
- 11.4 All the exclusions and limitations set out in this condition 10 are subject to the provisions of Condition 1.

12. Suspension of Deliveries and Cancellation

- 12.1 We shall be entitled to suspend deliveries and cancel any agreement if you are overdue with and payment (under any agreement with us) if you exceed your credit limit, you become insolvent or we have serious doubts regarding your solvency.

13. Set Off

- 13.1 We are a subsidiary of Gamston Kennels and Farms Ltd and reserve the right to set off against any amount due from it or any of its subsidiaries (including us) to you any amount owing from you to it or any of its subsidiaries (including us).

14. Force Majeure

- 14.1 Notwithstanding any other conditions we shall have no liability whatsoever under or in any way related to the sale and purchase of goods or otherwise (whether in contract, tort (including negligence) or otherwise) for any failure to fulfil any obligation hereunder if and to the extent that such fulfilment is prevented by circumstance beyond our reasonable control.

15. Law

- 15.1 The agreement shall be governed by the Laws of England.