



**Pet Food Partners**  
Our Expertise. Your Success

## Application for Credit/ Trading Account

### BUSINESS DETAILS

Full Trading Title			
Trading Address:			
Postcode		Years Established	
Contact Title		Contact Full Name	
Contact Telephone		Contact Mobile	
Contact Email Address			
Preferred Form of Contact	Telephone	Email	Mobile
Nature of Business (e.g. Vet, Pet Shop, Breeder)			

Our preferred method of payment is direct debit, please complete the enclosed mandate and return with your credit application form. If you do wish to pay by direct debit please state **No**

### INVOICE DETAILS *(If different from trading details)*

Contact Title		Contact Full Name	
Contact Telephone		Contact Mobile	
Contact Email Address			
Preferred Form of Contact	Telephone <input type="checkbox"/>	Email	Mobile <input type="checkbox"/>



**Pet Food Partners**  
Our Expertise. Your Success

## Application for Credit/ Trading Account

### LIMITED COMPANIES ONLY

Company Registration Number

Registered Office

VAT REGISTRATION NUMBER

### SOLE TRADERS / PARTNERSHIPS ONLY:

Full Name of Proprietor / Partner

Address

Postcode

VAT Registration Number

### SOLE TRADERS / PARTNERSHIPS ONLY:

Full Name of Proprietor / Partner

Address

Postcode

VAT Registration Number

### BANK ACCOUNT DETAILS

Name of Bank

Bank Address

Postcode

VAT Registration Number

Account Number

Bank Sort Code

Amount of Credit Required per month (£)



**Pet Food Partners**  
Our Expertise. Your Success

## Application for Credit/ Trading Account

**PLEASE SUPPLY NAMES AND ADDRESSES OF TWO TRADE REFERENCES:**

### TRADE REFERENCE ONE

Contact Title		Contact Full Name	
Contact Telephone		Contact Mobile	
Trading Address:			
Postcode			

### TRADE REFERENCE TWO

Contact Title		Contact Full Name	
Contact Telephone		Contact Mobile	
Trading Address:			
Postcode			

Please sign and date the attached Terms & Conditions of Trading and return all 8 pages for the attention of Julie Marsh to [credit.control@ga-petfoodpartners.co.uk](mailto:credit.control@ga-petfoodpartners.co.uk). Our preferred method of payment is direct debit. Please complete the mandate and return with this credit application form. This can also be sent in the post to the below address. We will then contact you in due course to confirm that the account has been opened.

**The Albert Suite, Unit 2 Revolution Park  
Buckshaw Avenue, Buckshaw Village  
Chorley  
PR7 7DW**

### TERMS AND CONDITIONS OF SALE (the “Conditions”)

In these conditions “the Seller” means GA Pet Food Partners Limited The Albert Suite, Unit 2 Revolution Park, Buckshaw Village or their assigns; “the Buyer” means the person, firm or company wishing to buy the Goods from the Seller; “the Goods” means the goods or materials which are the subject of the contract between the Seller and the Buyer and the “Contract” means the contract between the Buyer and Seller for the sale and purchase of the Goods.

#### 1. Acceptance of Order

- I. No orders will be accepted by the Seller other than in writing. Any other mode of acceptance will be deemed to be provisional until confirmed by the despatch of a written order acknowledgement.
- II. All orders are accepted by the Seller subject to these conditions which override any other terms or conditions stipulated except the agreement between the Buyer and Seller aforementioned and attached to these terms. No variation to these conditions are binding on the Seller unless expressly agreed in writing by an authorised representative of the Seller.

#### 2. Price

- I. Unless otherwise agreed between the Buyer and the Seller and subject to the price on the Official Order Confirmation the price or prices charged by the Seller of the Goods shall be those deemed to be ruling at the date of delivery and the Seller may at any time before delivery increase the price of the Goods and the Buyer shall be liable to pay for the Goods at the price ruling at the date of delivery.
- II. The price of all Goods is ex-mill unless the Seller’s quoted price expressly includes delivery or otherwise agreed in writing.
- III. The price of all Goods is exclusive of Value Added Tax.

#### 3. Terms of Payment

- I. Unless otherwise agreed in writing between the Buyer and the Seller, payment for the Goods shall be made in accordance with the terms of the Seller’s relevant invoice or quotation. Notwithstanding the above, the Seller may at any time require the Buyer to make payment in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the Contract.
- II. Without prejudice to any other rights hereunder the Seller shall at its discretion have the right to charge interest at the rate of 1.5% per month on any sum outstanding from the date on which payment became due up to the actual date of payment and both before and after any judgement for such sum.
- III. The place for payment is The Albert Suite, Unit 2 Revolution Park, Buckshaw Avenue, Buckshaw Village, Chorley, PR7 7DW as stated on the invoice.
- IV. When payment is to be made by instalments the failure of the Buyer to pay any instalment on the due date shall entitle the Seller to demand repayment of all the outstanding instalments which shall then become due and payable.

#### 4. Delivery and Passing of Property

Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply:

- I. Title to all Goods supplied by the Seller to the Buyer will remain with the Seller until payment in full has been made of all amounts owing by the Buyer to the Seller on any account whatsoever. The Buyer acknowledges that it is in

## Application for Credit/ Trading Account

possession of Goods solely as bailee for the Seller until such time as such sums have been paid and until the Buyer agrees that it will store the Goods separately on its premises from goods belonging to any other person or the Buyer itself and in a manner which makes them readily identifiable as the Goods of the Seller. So long as the Goods remain the property of the Seller the Seller shall be entitled to require the Buyer to deliver the Goods up to the Seller and the Buyer grants to the Seller an irrevocable right and licence to enter upon any of the Buyer's premises and remove the Goods and all costs incurred by the Seller in repossessing the Goods shall be borne by the Buyer.

If the Buyer sells Goods belonging to the Seller, any proceeds of such sales are to be held by the Buyer upon trust for the Seller, to be identifiable at all times as monies of the Seller and not to be mingled with monies of the Buyer or paid into a bank account in overdraft. The Buyer will, if required to do so by the Seller, assign to the Seller all rights against any person to whom such Goods have been supplied but in respect of which payment has not been made to the Buyer.

- II. Risk of damage to or loss of the Goods shall pass to the Buyer:-
  - a. In the case of Goods to be delivered at the Seller's premises at the time when the Seller notified the Buyer that the Goods are available for collection; or
  - b. In the case of Goods to be delivered other than at the Seller's premises at the time of delivery or, if the Buyer wrongfully fails to accept delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- III. All delivery dates given by the Seller are estimates only and the Seller shall not in any circumstances be liable for failure to deliver by such dates, nor for any damage or loss arising directly or indirectly out of delay in delivery or as a result of non-delivery, nor shall the Buyer be entitled to refuse the Goods in such circumstances.
- IV. If the Buyer refuses to accept delivery of the Goods when delivery falls due or fails to require delivery or to collect Goods at such time, the Seller may store or arrange storage of the Goods for the Buyer (in which event the price of the Goods will become immediately due and payable and the Buyer will pay the Seller's storage charges comprising an immediate stocking charge equal to 3% of the net invoice value of the goods plus the cost to the Seller of storing such Goods); and/or either immediately or subsequently elect by written notice sent to the Buyer to treat the Contract as repudiated by the Buyer.

### 5. Shortages and Damage and Loss in Transit

- I. Unless otherwise agreed in writing between the Seller and the Buyer, the Seller may deliver against any order an excess and/or deficiency of up to 30% of the weight or volume ordered without any liability whatsoever save that the Buyer shall only be required to pay for the quantity of Goods actually delivered.

### 6. Containers

- I. All large containers, tote bags and pallets are the property of the Seller and shall be returned empty to the Seller in good condition by the Buyer within two months of delivery otherwise such containers, pallets and bags will be charged to the Buyer at replacement value. The said items must not be re-filled or used for any unauthorised purpose prior to the return to the Seller.
- II. Products sold in large tote bags will be quoted for gross including the weight of the bags, with the bags remaining the property of the Seller as in 6(i) above.

### 7. Exclusion and Extent of Liability

- I. To the extent permitted by law:

## Application for Credit/ Trading Account

- a. Save as provided in these Conditions the Seller excludes all conditions, guarantees or warranties whether expressed or implied by statute, common law or otherwise, including (without prejudice
- b. to the generality of the foregoing) conditions, guarantees or warranties as to quality, fitness for purpose, or description of the goods or as to their life, wear or use under any conditions where known or made known to the Seller or not;
- c. The Seller's liability to the Buyer in respect of defective or damaged Goods or any shortfall or delay in supply shall be excluded, save as set out in these Conditions and the Seller shall be under no liability in contract or tort or otherwise for any injuries, losses, expenses or damage direct or indirect or for any consequential loss whatsoever save as provided in these Conditions;
- d. In consideration for the Buyer agreeing that the Sellers obligations should be limited in accordance with clauses (a) and (b) above and subject to clause (d) below, the Seller guarantees that in the event of any Goods proving defective or damaged upon delivery the Seller will at its option replace those Goods or re-pay or credit the Buyer with the purchase price of the goods, in which event the Seller shall be under no further liability to the Buyer.

The Seller's liability for any loss or damage resulting to the Buyer from any cause whatsoever other than from defective or damaged Goods shall be limited in any event to the purchase price of the consignment of Goods in respect of which the complaint arises.

- e. The Seller shall not be liable in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Sellers instructions or misuse, alteration or repair of the goods.
- II. The Buyer shall inspect the Goods immediately upon receipt from the Seller and shall notify the Seller forthwith of any shortages or damaged Goods, and shall confirm the same in writing within 3 days of delivery. In the absence of any such notification, the Goods shall be deemed to have been delivered in correct quantity and undamaged and the Buyer shall be deemed to have accepted the goods and shall have no claim whatsoever against the Seller in respect of shortages or damage.

### 8. Suitability of Goods

- I. The utmost care is taken to ensure the accuracy of any information, data and advice provided to the Buyer, by the Seller but all such information is given for general guidance only and any such information given to him is not deemed to form part of any contract or the sale of the Goods, and it is the obligation of the Buyer to satisfy himself that any Goods ordered are of a type and performance satisfactory for his particular requirements.

### 9. Contingencies and Force Majeure

- I. The Seller shall not be liable for default in the performance of any of its obligations under the Contract if the default is caused by any circumstance whatsoever outside the reasonable control of the Seller (including but not limited to accident, breakdown of plant or machinery, industrial action, order of any Government or similar authority, late arrival or non-arrival of shipment, and shortage of materials, power or fuel required for or in connection with manufacture of the product). In any such circumstances the Seller may be entitled to a reasonable extension of time for performing such obligations.

### 10. Default

If:

## Application for Credit/ Trading Account

- a. The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- b. an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or
- c. the Buyer ceases or threatens to cease to carry on all or any substantial part of its business; or
- d. the Buyer shall commit any material breach of these Conditions without prejudice to any other right or remedy available to the Seller the Seller may cancel the Contract or suspend any further deliveries under the contract without any liability to the Buyer and if all or any of the Goods have been delivered but not paid for the price shall become immediately due and payable.

### 11. Patents and Trade Marks

- I. No representation warranty or indemnify is given by the Seller that the goods do not infringe any letters patent, trade marks, registered designs, or other industrial rights.

### 12. Plant Varieties and Seeds Act 1964

- I. The price of any variety of Goods which becomes the subject of a grant of plant breeders rights under the Plant Varieties and Seeds Act, 1964 will be adjusted to include the cost of any royalties payable to the owner of the rights. If, in the event of any variety being already the subject of such rights, there is any change in the rate of royalty payable, the price of the Goods will be adjusted accordingly.

### 13. Legal Construction

- I. These Conditions shall be governed by the laws of England and the Buyer agrees to submit to the non exclusive jurisdiction of the English Courts.

### 14. Notices

- I. Any notice required under this contract shall be in writing and shall be sufficiently given if delivered or sent by first class mail, facsimile or e-mail to the address of the parties stated in the Contract or notified from time to time in writing, any such notice shall be deemed to have been received and given in the case of delivery by hand at the time of delivery, in the case of first class mail, three days after the date of mailing and in the case of facsimile at the time of transmission.

### 15. Set Off

- I. The Seller is entitled to set off any amount due to the Buyer from the Seller against any amount due to the Seller from the Buyer under this contract.

### 16. Relationships

- I. Nothing in this Contract shall deem either party, the agent or representative of the other.

### 17. Severability

- I. Should any part of these Conditions, or any of the individual parts of the Conditions be found to be unenforceable then such part or parts shall be severed from the remainder of the Contract which shall continue to be valid and enforceable to the fullest extent permitted by law.



**Pet Food Partners**  
Our Expertise. Your Success

## Application for Credit/ Trading Account

GA Pet Food Partners Limited,

The Albert Suite, Unit 2 Revolution Park, Buckshaw Avenue, Buckshaw Village, Chorley, PR7 7DW.

I/We hereby request you to open a credit trading account and regard the estimated credit requirement as being within our trading capability. We authorise you through the sources available to you to make such enquiries as are deemed necessary to facilitate the opening of the account and to disclose any reason for not doing so. We confirm that we have read your written Terms and Conditions of Sale as incorporated within this new account form and agree to abide by them. We acknowledge that our attention has been specifically drawn to clause 7, which we consider is reasonable. We agree to place all orders subject to these Terms and Conditions.

**Signed** .....

*Position [Director/Manager/Proprietor/Partner]*

**For or on behalf of** .....

*(Business/Company Name)*

**Dated** .....