

## H. G. Gladwell & Sons Ltd - TERMS AND CONDITIONS OF SALE (v1 09/08/2024)

### ACCEPTANCE

By choosing to order from H. G. Gladwell & Sons Ltd you are accepting all terms, conditions and disclaimers specified.

### RETENTION OF TITLE:

H.G. Gladwell & Sons Ltd remains owner of the goods until the balance outstanding and all other sums owing by the buyer to H.G. Gladwell & Sons Ltd are paid in full.

### PRICES:

The price of goods may be increased or decreased at any time, the buyer shall be liable to pay for the goods set by the price ruling as at the date of delivery.

### TRADE CUSTOMER:

A Trade Customer is defined as a business that earns its income from the sale or use of products purchased from H. G. Gladwell & Sons Ltd.

### PAYMENT:

Unless arrangements have been made to the contrary, then payment for goods is due on or prior to delivery or collection. Where credit terms have been arranged, payment for goods is due as agreed. In the event of payment terms being exceeded, credit terms may be revoked and goods supplied on a pro forma basis only. We reserve the right to charge interest on overdue balances at a rate of 10% per calendar month.

### PAYMENT BY CARD:

There will be no charge for payment by debit card, however, to recover the cost to us, we reserve the right to charge a service fee for payment by credit card, charged as a percentage of the value of the payment.

### REPRESENTED OR BOUNCED CHEQUES:

In the event of a cheque having to be represented by our bank, to recover the cost to us, a charge of £25.00 will be made.

### DELIVERY – EASTERN REGIONS:

**FREE DELIVERY** - For goods sent via our own transport network within the Eastern Regions of the UK, a minimum £300 (net value) is required for free delivery.

**SMALL ORDERS** - Orders between £200 and £299 (net value) can be delivered at a cost of £12.50 +VAT and priced at the £300 to £499 rate.

We will attempt to allocate the same delivery driver each time, however this may not always be possible due to internal factors.

**ORDER DEADLINES** - Please ensure that orders for delivery are received by us no later than 11am, two working days prior to your delivery day, i.e. orders for delivery on a Wednesday must be placed by 11am on the Monday (please give us as much notice as possible).

**ORDER ADDITIONS** - Please ensure that any additions to orders are received by us before 2.30 pm for the following days delivery. If we receive any additions after this time, we may not be able to add to the order.

### DELIVERY – NATIONWIDE / TRIxie:

**FREE DELIVERY NATIONWIDE** - For goods sent via our Nationwide pallet carrier network within UK Mainland \*\*, a minimum £600 (net value) is required for free delivery.

**FREE DELIVERY TRIxie** - For goods sent via our Trixie courier network, a minimum £150 (net value) is required for free delivery.

**DELIVERY PARTNERS** - Deliveries will be made using one of our trusted and reliable third-party couriers or pallet carriers \*.

**ORDER DEADLINES** - If your order is placed before 11am, we will endeavour to pick and dispatch your order the same day (excluding weekends and bank holidays). Orders received after 11am will be dispatched within 24 hours.

**ORDER ADDITIONS** - It is not possible for additions to be added to your order once it has been received because we try and pick and dispatch Nationwide / Trixie orders on the same day.

\***LEAD TIMES** - Please note those orders that qualify for free delivery, will be sent on an economy 48hr delivery service.

\*\***DELIVERY SURCHARGE** - Deliveries to the following postcodes will be subject to a delivery surcharge; AB10-25, BT, GY, HS, IE, IM, IV1-3,5,8-10,41-55,56, JE, KA27-28, KW1-17, PA20+, PH8-13,15+, PO, ZE.

### DAMAGES, SHORTAGES & RETURNS:

All damaged goods, shortages and goods for return must be notified within 2 working days of delivery. Where appropriate a returns note will be raised and our driver will collect the goods on the next delivery (the driver will not be able to collect any goods without this paperwork). If goods are delivered by courier/carrier in an area that we do not operate our own transport, an image of the damaged or faulty goods will be required before a credit can be issued.

### SPECIAL ORDERS:

Goods will automatically be sent to customers on their next order after the goods have arrived in our warehouse. Special orders will be charged at base price and cannot be cancelled. We reserve the right to take a non-refundable deposit of 25% of the sales value of the order.

### DISCOUNTS FOR DELIVERED GOODS

- Orders between **£300 to £499 (net value)** will be charged at the base price.
- For orders between **£500 to £899 (net value)** a 1% discount will be applied.
- For orders between **£900 to £1199 (net value)** a 3% discount will be applied.
- For orders over **£1200 (net value)** a 4% discount will be applied.
- If products are ordered in **full pallet quantities** a further 1% discount will apply to that product only.
- Versele-Laga products are excluded from all discounts.

### GLADWELLS PET & COUNTRY STORES - LOCATIONS:

We operate Trade and Retail Country Stores at the following locations:

- **SUFFOLK:** - COPDOCK; STOWMARKET; BURY St EDMUNDS
- **ESSEX:** - RAYLEIGH
- **CAMBRIDGESHIRE:** - PETERBOROUGH; BASTON(WATERSIDE)
- **KENT:** - FAVERSHAM; MARGATE; SANDWICH; TENTERDEN
- **NORTHAMPTONSHIRE:** - RUSHDEN

Full details can be viewed on our website - <https://gladwellspet.co.uk/country-stores/>

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### **GLADWELLS PET & COUNTRY STORES - COLLECTIONS:**

To allow time to pick goods and prepare paperwork, we request that all customers phone their order a minimum of 2 working hours in advance (4 hours for GP&CS Copdock as goods are picked from the main warehouse and not from the shop area).

### **EXCLUSIVE TRADING AREAS:**

To be fair to our suppliers, we are not in a position to guarantee exclusive trading areas for Trade Customers.

### **CANCELLED ORDERS:**

In the event of an order being cancelled on, or after the working day before delivery, we reserve the right to charge £1 per item.

### **PALLETS:**

All pallets left with the customer remain the property of H. G. Gladwell & Sons Ltd and must be exchanged on delivery. Where pallets are not exchanged, a charge of £7.50 per pallet will be incurred.

### **PARTNERSHIP AND SOLE TRADERS:**

We may transfer information about you to our bankers/financiers for the purpose of providing services and the following:

- Obtaining credit insurance
- Making credit reference agency searches (including credit scoring)
- Credit control
- Assessment and analysis (including market, product and statistical analysis)
- Securitisation
- Protecting our interests

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

### **E & O E**

Errors and omissions expected.