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## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Fish Treatment Ltd., a Private Limited Company registered in England under number 6794731, whose registered address is 12 Millstream, Christchurch Road, Ringwood, Hampshire, BH24 3SE and whose main trading address is PO Box 7210, Ringwood, Hampshire, BH24 9ED.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Commercial Unit”</b>	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
<b>“Contract”</b>	means the contract for the purchase and sale of Goods, as explained in Clause 3;
<b>“Goods”</b>	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Goods;
<b>“Special Price”</b>	means a special offer price payable for Goods which We may offer from time to time;
<b>“Order”</b>	means your order for the Goods
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	means Fish Treatment Ltd., a Private Limited Company registered in England under number 6794731, whose registered address is 12 Millstream, Christchurch Road, Ringwood, Hampshire, BH24 3SE and whose main trading address is PO Box 7210, Ringwood, Hampshire, BH24 9ED.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.

## 2. Information About Us

- 2.1 Fish Treatment Ltd., trading as, is a Private Limited Company registered in England under number 6794731, whose registered address is 12 Millstream, Christchurch Road, Ringwood, Hampshire BH24 3SE and whose main trading address is PO Box 7210, Ringwood, Hampshire, BH24 9ED.
- 2.2 Our VAT number is 946 0296 11.
- 2.3 We are regulated by the Veterinary Medicines Directorate.

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by us and will form the basis of the Contract between us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our discretion, accept.
- 3.3 A legally binding contract between us and you will be created upon our acceptance of your Order, indicated by our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between us and you, save for where such information is already apparent from the context of the transaction:
  - 3.4.1 The main characteristics of the Goods;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 13);
  - 3.4.3 The total Price for the Goods including taxes
  - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
  - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which we undertake to deliver the Goods;
  - 3.4.6 We shall ensure that you are aware of our legal duty to supply goods that are in conformity with the Contract;

## 4. Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in our sales and marketing literature. .
- 4.2 If you receive any Goods that do not conform to the Contract, please refer to Clause 8.
- 4.3 If we find, or are made aware of, any typographical, clerical or other accidental

errors or omissions in any sales and marketing literature, price lists or any other documents we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to us as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, we will refund the excess paid for the Goods.

- 4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

## 5. **Orders**

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before We despatch the Goods by contacting us. Requests to change Orders do not need to be made in writing.
- 5.3 If your Order is changed we will inform you of any change to the Price in writing.
- 5.4 You may cancel your Order at any time before we despatch the Goods by contacting us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within 5 working days. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 5.5 We may cancel your Order at any time before we despatch the Goods in the following circumstances:
- 5.5.1 The Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued); or
- 5.5.2 An event outside of our control continues for more than 5 working days. (please see Clause 12 for events outside of our control).
- 5.6 If we cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 5 working days. If we cancel your Order, the cancellation will be confirmed by us in writing.

## 6. **Price and Payment**

- 6.1 The Price of the Goods will be that shown in our price list in force at the time of your Order. If the Price shown in your Order differs from our current Price we will inform you upon receipt of your Order.
- 6.2 If we quote a Special Price which is different to the Price shown in our current price list, the Special Price will be valid for that order or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if we do not accept the Order until after the period has expired.
- 6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.4 We have made every reasonable effort to ensure that our Prices, as shown in our current price list are correct. Prices will be checked when We process

your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price. If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

- 6.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment in full from you.
- 6.6 All payments for Goods must be made in advance before we can despatch the Goods to you.
- 6.7 We accept the following methods of payment:
  - 6.7.1 PayPal;
  - 6.7.2 Electronic banking transfer;
  - 6.7.3 Cheque;
  - 6.7.4 Bankers draft;
  - 6.7.5 Postal Order.

## 7. **Delivery**

- 7.1 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.2 The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you. Please note, however, that if you do not wish to use our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.

Please note that delivery to the following areas may require more time:

- 7.2.1 Certain EU countries
- 7.2.2 Certain countries outside the EU

## 8. **Faulty, Damaged or Incorrect Goods**

- 8.1 By law, we must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided.. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund or replacement.
- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if

they do not conform as stated above. Alternatively, you may request a replacement. We will bear any associated costs and will carry out the replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a replacement is impossible or otherwise disproportionate, we may instead offer you a full refund. If you request a replacement during the 30 Calendar Day rejection period, that period will be suspended while we carry out the replacement and will resume on the day that you receive the replacement Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a replacement, the Goods still do not conform (or if we cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.

- 8.3 Please note that you will not be eligible to claim under this Clause 8 if we informed you of any faults, damage or other problems with the Goods before your purchase of them or if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Goods for that purpose. Please also note that you may not return Goods to us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 8.4 To return Goods to us for any reason under this Clause 8, you may do so by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which we agree that you are entitled to the refund.
- 8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 8.7 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## **9. Returning Goods If You Change Your Mind**

- 9.1 If you are not satisfied with any Goods purchased from us you have the right to return them in exchange for a refund, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are not in compliance with the Contract and your legal rights. For such Goods, please refer to Clause 8.
- 9.2 If you wish to return Goods to us under this Clause 9 you must do so within 7 working days of taking delivery, telling us why you wish to return the Goods.
- 9.3 All Goods must be returned to us under this Clause 9 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase.
- 9.4 You may return Goods to us by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to us under this Clause 9.
- 9.5 Refunds will be issued to you if you return Goods within 5 working days of our receipt of the Goods.

## 10. **Our Liability**

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

## 11. **Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

## 12. **Communication and Contact Details**

- 12.1 If you wish to contact us, you may do so by telephone at 0845 4818145 or by email at [sales@fish-treatment.co.uk](mailto:sales@fish-treatment.co.uk).
- 12.2 In certain circumstances you must contact us in writing. When contacting us in writing you may use the following methods:
  - 12.2.1 Contact us by email at [sales@fish-treatment.co.uk](mailto:sales@fish-treatment.co.uk); or
  - 12.2.2 Contact us by post at Fish Treatment Ltd, PO Box 7210, Ringwood, Hampshire, BH24 9ED.

## 13. **Complaints and Feedback**

- 13.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 13.2 If you wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:
  - 13.2.1 In writing, addressed to Fish Treatment Ltd, PO Box 7210, Ringwood, Hampshire, BH24 9ED.

13.2.2 By email, addressed to sales@fish-treatment.co.uk

13.2.3 By contacting us by telephone on 0845 4818145

**14. How We Use Your Personal Information (Data Protection)**

14.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

14.2 We may use your personal information to:

14.2.1 Provide Our Goods and services to you;

14.2.2 Process your payment for the Goods; and

14.2.3 Inform you of new products and services available from us. You may request that we stop sending you this information at any time.

14.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

**15. Governing Law and Jurisdiction**

15.1 These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law..

15.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the English courts.