



Carrick Mill, Lough Bawn, Collinstown, Co. Westmeath N91 EW27 🐷 Tel: 044 9666 458  
Fax: 044 9666 934 🐷 Email: info@dtan.ie 🐷 Website: www.dtan.ie

### **Terms & Conditions of Sale**

**Validity of the Conditions:** - The deliveries of goods by us will be made exclusively based on these terms and conditions. They shall also be applicable for all future business relations even if they are not expressly agreed upon again. Upon receipt of the goods at the latest, these terms and conditions shall be deemed to be accepted. Counter-confirmations of the Buyer with reference to his terms and conditions of business and purchase are hereby opposed.

Deviations from these terms and conditions shall only be applicable if confirmed by us in writing. The laws of the Republic of Ireland shall apply to these terms and conditions and to the entire legal relationship between us and our customers.

**Terms of Payment & Credit:** - Unless otherwise agreed upon, our invoices shall become payable at the end of month following date of invoice i.e. anything purchased anytime in July becomes due for payment by end of August. Bounced cheques and Invoices not timely paid shall be assessed interest at a rate of 1.5 % per month, and Buyer shall pay all reasonable costs, including solicitor's fees, incurred by us for collection of past due amounts. If at any time we doubt Buyer's financial responsibility, we may decline to make further deliveries except upon receipt of satisfactory cash or security or Buyer's payment of all arrearages in advance of delivery.

**METHODS OF PAYMENT:** - David Taylor Animal Nutrition Limited do not accept 3rd party cheques, the below methods of payment are the only accepted method of payments.

- Cash
- Cheques - In case of cheques, the payment will only be deemed to have been made if the cheque is cashed.
- Bank Transfer - For Bank Transfer orders, David Taylor Animal Nutrition Limited will not dispatch your order until payment has been received.

**Return policy:** If you are not satisfied with your purchase, we are happy to assist you with a return or exchange. The following guidelines must be met to be eligible for a return or exchange: All products are returnable within 21 days of the original ship date and as long as the products are in a re-saleable and reusable conditions, that is if the seal on the product is not broken or torn off, if packaging is not tampered with i.e. only whole bags/packs are accepted back. Return haulage cost and handling charges to be paid by the returnee and returned items that don't meet return criteria stated above will result in no credit to the customer.

**Deliveries:** - Unless otherwise agreed, products shall be shipped from (our plant or warehouse) to the buyer's specified location, delivery charges added to our invoice, any additional delivery charges are the responsibility of the buyer. In case of bindingly agreed terms or deadlines, we shall not be held responsible for delivery and service delays caused by force majeure and by events which make the delivery significantly



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V.A.T. No. IE 4625688N.  
Registered in Ireland No. 84010





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harder or render it impossible for us – including strike, weather conditions, lock out, orders by authorities, etc., even if they occur at suppliers of David Taylor Animal Nutrition Limited or our sub-suppliers.

They entitle us to postpone the delivery for the duration of the hindrances plus a reasonable start-up period and we are entitled to cancel the agreement in total or in part as regards the part which has not been fulfilled.

If the hindrance continues for more than three months, the Buyer shall be entitled to cancel the agreement as regards the part which has not been fulfilled after an appropriate final deadline. If the delivery time is extended or if we are freed from our obligations, Buyer is not entitled to derive any claims for damages from this. We may only invoke the conditions mentioned above if we immediately inform the Buyer thereof. We are entitled to make part deliveries at any time and title to and risk of loss to products shall pass to Buyer upon shipment.

**Claims:** - No claim, whether arising from Products delivered or from non-delivery, shall exceed the purchase price of the Products in respect of which damages are claimed. Failure to give notice of a claim within ninety (90) days from the date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Products at issue. Products shall not be returned to us without our prior written permission, and then only in the manner prescribed by us.

Notification of non-delivery, partial delivery or damage must be made directly to the David Taylor Animal Nutrition Ltd. by e-mail or phone call.

In the case of damage to the product on delivery photographic evidence will be required.

**Retention of Title:** - David Taylor Animal Nutrition Limited shall remain the owner of the goods, (co)owned goods will hereinafter refer to as reserved goods. David Taylor Animal Nutrition Limited is entitled to sell the reserved goods in an orderly business transaction.

In case of seizure of the reserved goods by third parties – especially bailiffs and creditors, Buyer shall inform them that the goods are owned by David Taylor Animal Nutrition Limited and notify David Taylor Animal Nutrition Limited immediately.

Customer behaviour which is contrary to the agreement – especially in case of default in payment, David Taylor Animal Nutrition Limited has the authority to take back the reserved goods without fixing a final deadline.

**Prices:** - Prices are subject to change without notice. On orders accepted for shipment within thirty days, prices in effect at the time of acceptance shall apply unless shipment is delayed beyond thirty days, in which event prices in effect at the time of shipment shall apply.

**Cancellation of Orders:** - Cancellation of your order can only be honoured if the cancellation takes place within 24 hours of the ordered being placed. Requests for cancellations outside of this time frame could be processed however, will incur a cancellation fee which will be calculated at our discretion.



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**Transfer of Risks:** - The risk shall be transferred to Buyer when the shipment has been handed out to the person responsible for the transport or if it left our warehouse for the purpose of transport. If the shipment becomes impossible with no fault of ours, the risk shall be transferred to Buyer upon notification of the readiness for shipment. If the shipment is delayed at request of the Buyer, the risk will be transferred to Buyer upon notification of the readiness for shipment. The same shall apply if the shipment is delayed as a result of an agreed payment date.

**Damaged Goods:** - Our general policy is to refund dissatisfied customers, and to replace missing or damaged goods, without question. We are not, however, obliged by these Terms and Conditions of Sale or otherwise to follow this policy. We will not be liable for the defects of the goods unless you tell us of the defects within 5 days of the time you discover, or ought to have discovered the defects and (if we so request) you return the goods to us at our expense or send us a photo evidence, particularly where outside haulers are concerned so we are given reasonable opportunity to examine the damaged goods. We will not be liable for any defect if the defect arises through your misuse or inappropriate storage of the goods. Subject to conditions, if any of the goods are defective, we will replace the goods or refund the price you have paid for the goods provided that, at our request, you return the goods to us. Nothing in these terms affects your statutory rights.

**Change to the Terms & Conditions:** - We may modify or terminate any Content on the terms of conditions from time to time, for any reason and without notice or liability to any user or third party. Customers are advised to check the terms and conditions for changes each time you purchase products from David Taylor Animal Nutrition Limited.

**Liability Limitation:** - Claims for damages due to a breach of obligations, due to negligence in contracting and due to a unlawful acts shall be excluded against us as well as against our subcontractors and vicarious agents, unless in case of wilful or gross negligent behaviour. Injuries of life, body and health are excluded there from. Any liability shall be limited to the foreseeable damage upon conclusion of the agreement.

**Disclaimer:** - David Taylor Animal Nutrition Limited uses reasonable efforts to maintain this terms & conditions in an accurate and up-to-date fashion it may contain some mistakes, inaccuracies or typographical errors. We cannot be held responsible for any mistakes or omissions on this terms & conditions.

**Updated:** 31/10/2017



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