



TRADE CUSTOMERS

Terms & Conditions (Europe)

The following are the Terms & Conditions of Trade of W. R. Equine Solutions Ireland Ltd hereafter referred to as ESI.

PLEASE READ CAREFULLY

1. Payment & Credit:

1. Payment terms are (unless otherwise agreed) strictly 30 days from date of invoice (Ireland Only) all other jurisdictions are payment pre-dispatch.
2. Ownership of the goods shall remain with W.R. Equine Solutions Ireland Ltd (ESI) until such time as any outstanding invoices are paid in full.
3. Responsibility and risk for the goods passes to the buyer upon the receipt of goods.
4. In the event that payment of the total price or other sums are not paid on the invoice due date, ESI reserve the right, with or without prior notice, at any time, to retake possession of the whole or part of the goods and for that purpose to enter the premises occupied by the buyer thereof without prejudice to any other action ESI may take.
5. ESI reserves the right to incorporate a late payment charge of 8% per month of the total value of outstanding balances for full or part month on balances unpaid past their payment due date and terms.
6. ESI reserves the right to terminate a customer's credit facilities in favour of cash on delivery terms in the event of repeated late payment.
7. Priority of order fulfilment will from 1st May 2017 be given to those customers on Payment Pre-Dispatch Terms or which accounts have a track record of being or are current within the standard 30 Day credit facility.
8. Orders from accounts which have exceeded the 30-Day credit facility will no longer be fulfilled until the account is cleared in full and Credit/Debit card details are provided to our accounts office.
 - 8a. exception to 8.1 will be made for those customers with a track record of adhering to the 30-Day facility but may have missed the due payment date because of weekend closure of banks etc.
 - 8b. exception to 8.1 will be made for those customers who operate fixed monthly accounts payment dates providing the account is cleared no later than the last day of the calendar month immediately following the expiration of the 30-Day facility.
9. All customer accounts which have exceeded the 30-Day credit facility and remain so at close of business (6pm) on Friday 6th May 2017 will automatically be converted to "Payment Pre-Dispatch" Terms.
10. ESI reserves the right to carry out standard Business Credit/Background checks prior to granting credit facilities.
11. ESI reserves the right to engage our Collection Agents (Dun & Bradstreet) to recover any excessively overdue balances due on our behalf and to invoice/charge any costs incurred to the customer.
12. ESI reserves the right to charge a handling fee for all international bank transfer payments made from outside the Republic of Ireland.

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2.Retail Pricing:

- 1) ESI undertakes to ensure that no entity or customer trading with ESI will be permitted to undermine the pricing structures of Shapley's which can cause harm to the Shapley's Brand or its pricing policy within the territories awarded to ESI
- 2) No customer is permitted to use a Shapley's branded product as a "Loss Leader" and may not use a Shapley's branded product as a discounting product of 10% or more below the R.R.P and any customer found to be doing so will be notified to "Cease & Desist".
- 3) Customers who fail to adhere to a request to "Cease and desist" will have their stock summarily withdrawn.
- 4) It is accepted subject to ESI Terms & Conditions that short term promotions of no more than 1-week duration and equating to no more than 10% discount are permitted at reasonable intervals.
- 5) ESI reserves the right to, and actively pursues a policy of conducting frequent Secret Shopper test purchases at Websites, Retail Stores and Show Stands.
- 6) Prices are subject to change without prior notice.

3.Brand Management:

- 1) ESI undertakes to protect the Shapley's Brand, Trademarks and Intellectual rights and will not in any way permit infringement of those rights by any entity or customer trading with ESI for the duration of this agreement and any subsequent renewals of this agreement.

4.Order Fulfilment – Back Orders

1. ESI will always endeavour to fulfil your order in full, however, in the event that an item you have ordered is not in stock the items will automatically be placed on our Back Order System and dispatched as soon as we are re-stocked on a first come basis.
2. Back orders can be cancelled at any time prior to dispatch.
3. All orders are accepted on a first come basis and ESI operates a strict non-queue jumping policy with no exceptions.

5.Bulk & Air Freight Orders

1. All prices quoted are for surface shipping/transport only, therefore all bulk or air freight express orders arranged directly from our suppliers to your door are subject to quotation.
2. Lead times for bulk or air freight can vary from courier to courier, however as a general rule Air Freight lead times will range from 10 – 14 days from receipt of payment. Bulk Surface Shipped order lead times range from 28 – 35 days from receipt of payment.
3. Payment for all bulk or air freight orders must be made in advance.
4. Customers outside of Ireland placing Express Air Freight or Surface Shipped Bulk orders will be responsible for VAT and Import Duties at point of entry in their respective jurisdiction.
5. All orders for bulk direct containing aerosols are subject to a Hazardous Materials clearance charge.
6. We regret that due to Health and Safety regulations aerosol products cannot be included in air freight orders.

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6.Non-EU Orders.

1. All non EU orders are subject to a customs clearance charge which will be included in your invoice.

7.International Trading Restrictions

2. ESI will accept no responsibility for any retail customer or otherwise who sells Shapley's products into any country officially sanctioned by the EU, United Nations or the United States of America.

8.Exchange Rate Stability

1. Due to instability in the currency exchange rates ESI reserve the right to invoice goods including the differential in the prevailing exchange rate on date of invoice issue.
- 2.

9.Order Dispatch Cut Off Times

1. Due to the high volume of orders being received please note, that in order to guarantee same day dispatch please ensure that your order is placed no later than 4.45pm Monday – Friday, otherwise your orders cannot be dispatched until the following (working) day.
2. Same day dispatch is subject to workload volume and customers when ordering should order in good time at peak demand periods.

10.Customer Direct Services

1. ESI will happily arrange for a direct delivery to a customer on your behalf if you are sold out of an item to ensure that there is no delay experienced by your customer as you await re-supply.
2. Details Required: Customer Name, Address, Telephone Number, Item and Quantity.
3. Invoices for goods will be sent to you in the normal way, however, please ensure that you do charge your normal P & P – Carriage as this will be included in your invoice.
4. Prices charged to the retailer for stock utilising this service will be in strict accordance with ESI's general trade price list to all retailers in order to ensure there is no unfair advantage accrued.
5. All sections of these terms and conditions will apply in the event that this service is utilised.
6. ESI undertakes and guarantees that the customer information you provide utilising this service will not be used to secure the customers custom directly and any attempt made by the customer to purchase directly from ESI will be referred back to the retailer.
7. Customer Direct Services are provided subject to stock availability.

11.Couriers:

1. In the event we receive an instruction to deliver an order to an 'alternate address' to the listed "delivery address" and the goods are consequently delivered without a signature the couriers insurance is invalidated.
2. ESI will not be held responsible or liable if goods are lost under these circumstances.

12.Product Guarantee:

1. All products are sold under individual manufacturers guarantees where applicable.

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13.Loss & Damage:

1. To comply with transport conditions trade customers must advise of any loss or damage whether part or full to the courier in writing at time of delivery and any loss or damage must be recorded on the delivery docket and notified to Equine Solutions Ireland within 24 hours so that our claim can be recorded.
2. Non-arrival of goods must be notified in writing within 7 days of Notice of Dispatch or the Estimated Delivery date.
3. Shortages must be notified in writing within 24 hours of receipt of goods.
4. Goods damaged through manufacturers defect and/or poor workmanship should be notified immediately and returned for examination no later than 7 days from receipt of delivery.
5. No customer should be allowed or continue to use a damaged item, in such an event you will have been deemed to have accepted the goods in their damaged condition.
6. Where damage has occurred through defective materials and/or poor workmanship, the full value of the goods will be refunded in addition to carriage charges where applicable.

14.Refunds & Exchanges:

1. We hope you are delighted with any product purchased, however if you wish to return a product to us for whatever reason you may do so.
2. If you wish to return an item please telephone +353 61 381579 or notify us by email at info@equinesolutionsireland.com and we will arrange this with you.
3. If emailing a request to return goods please include your name, account/invoice number and reason for return/request for exchange.
4. Refunds will be made for any items returned (at customer's expense) which are in a saleable condition, in their original packaging, and not damaged within 14 days of receiving them.
5. Exchanges and Credit Notes will be issued within 7 days from receipt of the returned goods. Postage & Packaging at £8.00 per item will be charged for any items re-dispatched.
6. We will refund in full or replace items like for like, but reserve the right to withhold 25% of the purchase price if the product or packaging is in such a condition that the item is not fully re-saleable. This will be increased to 50% in the event an item is either soiled or damaged.
7. Please note that any item purchased in a 'sale' cannot be exchanged or refunded.

Please Note: due to reasons of hygiene and safety we are unable to exchange or accept the return of certain 'Gel' items once they have been contaminated by contact with an animal. Please ensure that your customers are aware of this.

15.Website Security:

1. Your Custom and Privacy are very important to us, when placing an order on our website your details are passed through a secure server ensuring the absolute security of your personal information.
2. Our secure server encrypts your details making it virtually impossible for anyone to intercept any information from your Order.
3. Forms submitted through our website do not use and are not permitted to use tracking technology.
4. The details you submit will only be used to process a requested order or send customer requested information or e-friendly Invoices, Statements, Credit Notes, Price lists, Information Packs and general correspondence related to your order or account.
5. Details submitted will not be passed to any third party or data sales or promotional organisations.
6. MasterCard/Visa/Visa Electron/Maestro/Solo/Switch can all be used through PayPal on our website.
7. ESI does not capture your information for the purposes of sending you unwanted promotional materials or emails.

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16. Terms & Conditions Acceptance

1. Orders placed via Telephone, Email, Website, Facebook, or in person to our Sales Consultants will be deemed to be acceptance of these terms and conditions.
2. ESI reserves the right to alter these terms and conditions at any time without prior notice.

17. Disclaimer:

1. Every effort is made to maintain the products & prices quoted. However, ESI reserve the right to discontinue items and/or modify prices as and when necessary.
2. Prices shown include and/or exclude VAT where applicable.

These Terms and Conditions do not affect your Statutory Consumer Rights.