From:
Account Name:
Type:
Fax:

To: NEW ACCOUNTS
Location/Dept: Hill's Pet Nutrition, Inc.
Phone: 1-800-255-2403 ext 3180
Fax: 1-800-523-7054
Email: new_accounts_1@hillspet.com

Date: __________________________

Pages including this cover page:

Comments: To expedite the processing of your application:

- Please complete all 3 address fields.
- For Veterinarians, please sign DVM, VMD or respective title following your signature.
- Please include completed tax exemption certificate, shipping form, and Purchase Agreement, etc.
- If your business is a corporation, please provide the title of the corporate officer signing the purchase agreement.
- Please have the individual legally responsible for the debt sign the purchase agreement (if different than Veterinarian, please provide Veterinarian signature as well).
1. Resale of Products by Clinic: It is understood and agreed that the Veterinary practice must comply with the Hill’s Pet Nutrition Distribution Policy. This policy prohibits re-distribution of the products to another entity for further resale. Purchaser shall take all necessary actions to ensure that products are not being purchased for resale purposes and shall provide Hill’s with any and all information that it acquires regarding the resale of its products. A breach of this provision shall be immediate grounds for termination of this Agreement.

2. Payment is due and payable in accordance with the payment terms displayed on each Hill’s invoice. Standard payment term is N20Prox.

3. If credit is extended by Hill’s, it is contingent upon prompt payment in accordance with the agreed upon payment terms and will be restricted by a credit limit determined solely by Hill’s Credit Department. The approval of this credit application by Hill’s does not imply its agreement to sell or continue to sell to Buyer. Open credit may be withdrawn at any time. All credit terms are subject to periodic review and modification by Hill’s.

4. If payment is not received by the due date, a late charge will be added at a rate of 1.5% per month (up to 18% per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof.

5. If Buyer is delinquent in payment of any amount owed to Hill’s, then without limiting any other rights and remedies available to Hill’s under the law, in equity, or under this Agreement, Hill’s may suspend or cancel shipments or deliveries of products purchased by Buyer until the account is fully paid.

6. Should Hill’s be required to file litigation or collection action to enforce the payment of Buyer’s overdue account balance, all legal fees, court expenses, collection costs and other related expenses incurred by Hill’s or its authorized agent in doing so will be paid by Buyer.

7. Returned checks are subject to return check fees, in addition to any other charge permitted under Kansas laws.

8. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, excluding conflicts of law provisions. The exclusive jurisdiction and venue for any legal proceedings related to this Agreement will be the appropriate state or federal courts in Shawnee County, Kansas, and Buyer consents to such jurisdiction and venue and waives all objections to such courts based on jurisdiction, venue and inconvenience of the forum.

9. Buyer waives all terms and conditions contained in its purchase order that are different from or additional to the terms and conditions stated above, and such different or additional terms and conditions shall have no legal effect.

10. In no event shall Hill’s be liable to Buyer or third parties seeking damages under this Agreement for punitive, indirect, incidental, special or consequential damages or expenses arising out of this Agreement even if it has been advised of the possible existence of such liability.
I/We fully understand and agree to the terms of sales, including credit, and collection policies of Hill's Pet Nutrition Sales, Inc. listed above, and agree to make proper payment in accordance with these terms, and that failure to pay within the specified terms may result in cancellation of the credit account. I/We understand that all information listed, plus outside credit agencies and associations may be used to investigate the validity of this application. The undersigned warrants that he or she is authorized to execute this application. Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms.

Owner/Corporate Officer's Signature

Date

Print Name

Title