Hills

Hill's Pet Nutrition Sales, Inc. and Subsidiaries P.O. Box 148

Topeka, Kansas 66601-0148

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VETERINARY PURCHASE AGREEMENT AND CREDIT APPLICATION

New Account ☐ Update Existing Account ☐ Transfer of Ownership ☐ Account # ___ Transfer of Ownership Date Corporation Name/DBA **Business** Information Billing Address Shipping Address Date Business Est. Telephone **Email Address** Is the product for resale? Yes ☐ No ☐ Is the business inside or attached to another business? Yes \square No \square Is your business located on home property? Yes ☐ No ☐ Is this a mobile vet service? Yes ☐ No ☐ Should Hill's charge sales tax on your purchases? Yes D No D If no, a completed and signed state resale or exemption certificate is required to exempt your purchases. Outside City Limits Practice is Located: Inside City Limits □ County Name: ___ Legal Business Form: Incorporated □ LLC □ Proprietorship □ LLP □ Partnership □ Not-for-Profit Org. □ Other □ _____ State of Incorporation _____ Date of Incorporation _____ Primary Vet Contact ______ Veterinary License # _____ Social Security Number _____ Fed ID Number ____ Hill's will automatically display your retail information on our websites for consumers to locate businesses in their neighborhood. Mark the box if you do NOT wish to participate. Opt Out \Box Auto Email Enrollment for Invoices: Opt In ☐ Email Address: ___ **Purchasing Agent** Orderina Phone Fax Email Information Accounts Payable Contact Phone Fax Fmail 1. Resale of Products by Clinic: It is understood and agreed that the Veterinary practice must comply with the Hill's Pet Terms and Conditions 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

possible existence of such liability.

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



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The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status; (provided the applicant has the capacity to enter into a binding contract); Because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity; Washington, D.C. 20580

	New Account ☐ Update Existing Account ☐ Transfe	er of Ownership \Box	Account #	
Ship-To Information	Name	Phone	Number	Transfer of Ownership Date
	Address Fax Number			
	City	State		Zip
	Hours of Operation	Delivery Contact Person		
	Earliest/latest time of day to accept deliveries	Email Address		
	Are there any times between the above that you cannot accept deliveries? Please explain:			
	What days are closed for deliveries?			
	Deliver to (check one) Front Door □	Back Door □	Side Door □	
	Can our drivers park in your parking lot for deliveries?	Yes□	No 🗆	
	Are there steps to go up or down in making deliveries?	Yes□	No 🗆	
	Do you have the ability to receive product on pallets?	Yes□	No 🗆	
	Is there a ramp for hand-truck or pallet jack use?	Yes□	No 🗆	
	What is the closest major intersection?			
	If your delivery point is between cross streets, what are they? and and			
	Are there any other specific delivery instructions?			
	Should Hill's charge sales tax on your purchases? Yes No If no, a completed and signed state resale or exemption certificate is required to exempt your purchases.			
Signature and Credit Authorization	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	