

Terms and Conditions of Trading of Sylgen Animal Health Ltd

1) Introduction

- a) These terms and conditions constitute the entire agreement between Sylgen Animal Health Limited ("The Company") and the Buyer. The Company may vary these terms and conditions from time to time.
- b) Receipt of an order from the Buyer will be acceptance by the Buyer of these terms and Conditions, despite anything stated to the contrary in the Buyer's terms and conditions or on the Buyer's orders unless the Company agrees otherwise in writing.
- c) The company means Sylgen Animal Health Limited or Sylgen AH Ltd. Buyer means the individual, company, Partnership, or other entity purchasing goods from the Company.
- d) The Company may vary or alter these terms and conditions at any time and without reference to the Buyer.

2) Claims for damage in transit or non-delivery

- a) Damage in respect of either loss from a package or damage to a package, - must be signed for as such and both the Carriers and the Company advised in writing within 1 day of receipt. Normally it is inadvisable to accept damaged packages.
- b) Non-delivery, - in the case of non-delivery, written notification must be made to the company within 7 days of dispatch.
- c) The Company will not accept responsibility for defective, missing, or damaged goods if the buyer fails to comply with 2(a) or 2(b) above

3) Supply of Goods.

- a) Goods are supplied on the understanding they are for use or resale within the United Kingdom and or the Republic of Ireland only and cannot be exported without prior permission in writing from the Company.
- b) Goods supplied by the Company to customers based outside the United Kingdom or Republic of Ireland may only use or resale the goods within the country in which they are based and to which the goods are delivered.
- c) Supply of all goods and services to the buyer are dependent on all outstanding debts being settled by the buyer within the due date.
- d) The company reserves the right not to supply any goods or services to the buyer if any outstanding debts remain unpaid by the Buyer to the Company.
- e) The company reserves the right to cease supply of goods or services to the buyer or not to continue trading with the buyer at any time.
- f) Supply of all goods are dependent on availability and are at the sole discretion of the Company.
- g) Goods are supplied at the price agreed with, or as ordered by, the customer and exclude packaging and freight costs & VAT, unless by prior agreement with the customer.

4) Sale and Ownership of Goods.

- a) Full payment for goods is due within 30 days from the date of invoice, unless otherwise agreed by the company in writing. Failure to pay within 30 days (or the agreed terms of payment) could result in outstanding orders being suspended and interest being added to the outstanding amount as notified below.
- b) Product classed as special orders, including product(s) or product packs which are not held in stock must be paid for at the time of ordering unless otherwise agreed by the Company in writing and will be non-returnable and non-refundable. It is the customer's responsibility to ensure that this product(s) meets their needs and requirements before ordering.
- c) Payment should be made direct to the Sylgen Animal Health Ltd Bank Account via Electronic means or via Cheque payments. Cheques are made payable to "Sylgen Animal Health Limited" and should be crossed A/C Payee Only. The Company reserve the right to charge the buyer any additional costs incurred by the company when the buyer uses credit or debit cards or cheques as a preferred method of payment.
- d) Payment reference should include the Sylgen Animal Health Ltd Invoice number and/or customer number or Reference.

- e) The Company will not be responsible for payments that are lost or not received for whatever reason. In these cases the debt will remain unpaid until the buyer settles in full.
- f) INTEREST CHARGED ON OUTSTANDING ACCOUNTS – statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 may be added to your account if the invoice is not paid by the due date. Interest will be charged at the rate of the Bank of England base rate plus 8%, calculated daily from the end of the credit period which was agreed with you.
- g) RETENTION OF TITLE – All goods and services supplied by the company will remain the property of the company until the Invoice price is paid in full and the buyer shall remain a bailee only until the payment is made.
- h) COMPLAINTS – Any complaint by the buyer relating to this document must be notified by the buyer to the company in writing within 14 days of receipt of these terms and conditions.

5) Carriage, Delivery, Minimum order value

- a) Carriage & Basic Insurance will be charged at cost to the buyer unless previously agreed by Sylgen Animal Heath Ltd in writing.
- b) Delivery will be by secured carrier where possible to enable deliveries to be tracked.
- c) Delivered prices when quoted, are for a standard 48-hour service only and the company reserves the right to charge the buyer any additional costs in transport or freight where the buyer requests next day or timed or special deliveries.
- d) The buyer is entirely responsible for ensuring that the delivery address supplied to the company is correct, including the UK Postcode where relevant and that somebody is available at the delivery address to accept the goods which the buyer has ordered from the company. Sylgen Animal Heath Ltd will not be responsible for failure to deliver goods where these conditions are not met.
- e) Sylgen Animal Heath Ltd reserve the right to charge the buyer any additional costs incurred because of non-delivery of goods where the buyer fails to meet the requirements stated above in 5d.
- f) Minimum order value is £100 excluding VAT and packing and freight charges.

6) Returns Policy

It is the responsibility of the customer to ensure that they have ordered the correct product(s) and volume of product to meet their needs and Sylgen Animal Heath Ltd does NOT accept product returns on special orders as defined in these terms and conditions.

Product returns on all other orders are only accepted at the discretion of Sylgen Animal Heath Ltd and where the following conditions apply:

- a) Product received is different to customers purchase order and has been delivered to the customer incorrectly by Sylgen Animal Heath Ltd. Incorrect deliveries must be signed for as such and should be advised in writing to the company within 3 days of receiving product. Sylgen Animal Heath Ltd will replace incorrect deliveries FOC with correct product where responsibility is due to Sylgen Animal Heath Ltd.
- b) Product is missing or damaged on receipt by customer. In this case it is the customer's responsibility to sign for this product as such and advise Sylgen Animal Heath Ltd and the carriers in writing within 1 day of receipt. Damaged or missing product will be replaced FOC by Sylgen Animal Heath Ltd provided the above conditions are met by the buyer.
- c) Where Sylgen Animal Heath Ltd supplies product to the customer with **less than 6 months expiry date** then customers should make every effort to sell or use this product within this time. Unless previously agreed with the customer that this product is supplied, where this product remains unsold or unused and goes out of date the Company will refund **50% of the Product cost**, excluding any VAT or delivery charges providing that:
 - i. The Product is out of date and
 - ii. The Product is unopened and in good condition and

- iii. The Product is available for return to Sylgen Animal Health Ltd if requested and
 - iv. Sylgen Animal Health Ltd are notified in writing by the customer that it is out of date within two weeks of expiry date.
- d) Where Sylgen Animal Health Ltd supplies product to the customer with **less than 3 months expiry date** then customers should make every effort to sell or use this product within this time. Unless previously agreed with the customer that this product is supplied, where this product remains unsold or unused and goes out of date Sylgen Animal Health Ltd will replace these goods or refund **100% of the Product cost**, excluding any VAT or delivery charges providing that:
- I. The Product is out of date and
 - II. The Product is unopened and in good condition and
 - III. The Product is available for return to Sylgen Animal Health Ltd if required and
 - IV. Sylgen Animal Health Ltd are notified in writing by the customer that it is out of date within two weeks of the expiry date.
- e) Sylgen Animal Health Ltd reserve the right to refuse refunds or replacement of goods where the above conditions are not met by the customer.
- f) Products which are not stock items will be classified as **Special orders and are non-returnable and non-refundable**. It is the customer's responsibility to ensure that the product they have ordered is correct and meets customer's requirements.

7) Privacy Policy and GDPR

Privacy Policy Statement

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INTRODUCTION

The General Data Protection Regulation (GDPR) became Law within the EU and United Kingdom on 25th May 2018 and as a consequence of this new legislation, Sylgen Animal Health Ltd has updated our privacy policy as follows to ensure that we meet all our legal obligations under the GDPR legislation.

This privacy policy informs you how any personal data, customer or client information which is collected from you, or that you provide to us while doing business with us, will be processed, used and kept by Sylgen Animal Health Ltd.

Sylgen Animal Health Ltd (henceforth also referred to as “WE” or “US” or “The Company”) is committed to ensuring your privacy is always respected and protected and we hereby provide our assurance that any information provided by you will only be used by us to provide the products or services you have requested or ordered from us and will not be passed on to any third parties and used for marketing or any purposes for which we do not have your consent.

Should we ask you to provide certain information by which you can be identified when contacting us or doing business with us or using our website, then you can be assured that it will only be used in accordance with this privacy statement. We have legal obligations to use your personal information in line with applicable laws.

The data controller is Sylgen Animal Health Ltd, a company with Registration Number 13203342 and its registered address at: 3 Kitsmead Lane, Longcross, Chertsey, Surrey. KT16 0EF.

Sylgen Animal Health Ltd address for all correspondence and communication or for any queries regarding this policy should be sent in writing to: **Sylgen Animal Health Limited, PO Box 78, Llandysul, SA44 9AB.**

By visiting www.sylgenanimalhealth.com or contacting us or by placing an order with us, providing us with any personal information or data, you are accepting and consenting to the practices described in this privacy statement and other documents referred to in it and to Sylgen Animal Health Ltd to contacting you and using your data or information for the purpose of conducting the business relationship between us.

This privacy statement and policy has also been incorporated into and forms part of our general terms and condition of sale and purchase and together with our Terms of business and any other documents referred to, sets out the entire basis and understanding of the business relationship with you and your personal data we collect from you or third parties, or you provide to us, will be processed and used by us.

Sylgen Animal Health Ltd may change this policy from time to time and you should check our policy from time to time to ensure that you are happy with any future changes.

Sylgen Animal Health Limited will always respect your privacy and protect your information in accordance with this policy and the applicable laws of the United Kingdom and you have the right at any time to request details of the information or data that we may hold on you and/or to request that this data be deleted by us.

WHO WE ARE AND HOW TO CONTACT US

Sylgen Animal Health Limited is a private limited company registered within England and Wales with a company Registration Number of 13203342 and registered address at:

3 Kitsmead Lane, Longcross, Chertsey, Surrey. KT16 0EF.

Sylgen Animal Health Limited address for all correspondence and communication or for any queries regarding this policy should be sent to:

Sylgen Animal Health Limited, PO Box 78, Llandysul, SA44 9AB.

Tel: 01559 370 222.

Email: info@sylgenanimalhealth.com

Website: www.sylgenanimalhealth.com

Our main office and product store is based in the rural Carmarthenshire countryside in West Wales, and it is from this office that products are dispatched. We also have directors based in West Midlands and East Sussex.

We treat the security of our customers and supplier's information and any data collected in the general course of doing business with our customers and suppliers very seriously and will NOT and give our assurance NOT to sell, pass on or provide any information or details that our customers or suppliers provide to us, with or to any other organisation, business or third party unless the following exceptions apply:

1. Where the business of Sylgen Animal Health Ltd is sold or bought by a third party company, partnership, Investors or other entity and in which case the data held under the terms of this GDPR Policy will be the responsibility of the new owner of the Company and the new Company GDPR Policy will apply.
2. Where we are required or ordered to do so by the legal courts of England and Wales.

We will always respect your privacy and protect your information and data as we value and appreciate your business and support in using our products.

This privacy policy will help you to understand how we collect, store and use your personal data as described below.

HOW DO WE COLLECT YOUR INFORMATION?

We may collect and process information and data about you in various ways as follows:

- ✓ You may give us information about you by responding to Sylgen Animal Health Limited communications, filling in forms which we provide to you, by placing an order with us, by mail or email or through our website(s): www.sylgenanimalhealth.com
- ✓ Through other sites and web pages and Social Media operated by us or on our behalf or by corresponding with us by phone, email or otherwise. This includes information you provide when you enquire about our products, sign up for emails, place an order either directly with us or through our website(s), participate through other social media functions and when you report a problem with our site.
- ✓ We may also collect data on you provided through our sales staff or other employees, commissioned staff or agents or appointed Distributors or other suppliers of Sylgen Animal Health Ltd products.
- ✓ We may also collect information about individuals with whom we would like to stay in touch at events and meetings, for example, by swapping business cards.
- ✓ The information you give us may include your name, address, job role, email address, phone number and, where you work for an organisation the name and address and other details of that organisation.
- ✓ If making a purchase over the phone or through our website, we will also collect debit and credit card information. This information however is not kept by us and is used solely for the transaction you have authorised and requested from us. We use Stripe as our payment gateway provider in cooperation with our SAGE accounts package and operate the highest levels of security when taking card payments to ensure your information and data is protected.
- ✓ We may also collect data about individuals who work for or are associated with organisations with whom we work with or with whom we wish to work as a partner. We may, for example, obtain or confirm your work contact details or gather more information about your role to ensure that we are contacting the appropriate individual at that organisation when required.
- ✓ Websites: In addition to the information you give us as above we may collect aggregated or anonymous information about how you use our website(s). This information is only used to help us improve our website and your experience when visiting and using this website.

DO WE USE COOKIES?

- ✓ Our website may use “cookies” to help improve your experience when using our website and services.
- ✓ A cookie is a small data file which asks permission to be placed on your computer’s hard drive. Once you agree, the file is placed on your computer and the cookie helps analyses web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences and helps improve your user experience.
- ✓ We may use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website to tailor it to customer and user needs. We only use this information for statistical analysis purposes and all data is anonymous.
- ✓ Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie does NOT give us access to your computer or any information about you, other than the data you choose to share with us.
- ✓ You can choose to accept or decline cookies and cookies may be deleted from your computer at any time. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Further information on cookies may be found on the following website which you visit at your risk and is independent of Sylgen Animal Health Limited: <http://www.whatarecookies.com/>

HOW MAY WE USE THE INFORMATION WE COLLECT ABOUT YOU?

The information we collect about you will only be used for conducting our business relationship with you and may include the following:

- ✓ For administration purposes, for example, to process any orders placed with us, to contact you to confirm delivery address, contact details or payment details to ensure we deliver goods and services to you correctly, quickly and efficiently.
- ✓ To keep a note of your preferences on what and how you want to engage with Sylgen Animal Health Limited.
- ✓ To contact you for the purposes of any corrective action (including a product recall) which may be required in respect of any of the products or services we supply to you.
- ✓ To comply with all applicable laws and regulations and rules.
- ✓ To contact you for the recovery of any overdue debts in cases of non-payments of overdue invoices.
- ✓ To Contact you in relation to any credit checks and/or to make checks of credit reference agencies from time to time as required and appropriate.
- ✓ From time to time, we may also use your information to contact you for marketing purposes to keep you informed and up to date with our goods and services. We may contact you by email, phone, or post as specified by you and you can ask us to stop contacting you at any time.
- ✓ To provide you with the requested goods, services, or online content you request and order or any other related goods or services we may provide.

- ✓ To invite you to event(s) or shows and/or to request your support or participation for or in campaigns, surveys, or meetings that we may be organising.
- ✓ For holding records that we are legally required to keep so that we meet legal, government, HMRC and other regulators' compliance requirements.
- ✓ We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting or as part of our ongoing business relationship using the details which you have provided. You may opt out of receiving promotion emails at any time.
- ✓ We may also use your experience in using our products for marketing purposes, but only with your permission and knowledge, where you provide us with for example testimonials and written permission to do so.
- ✓ Where we engage or work with other businesses to provide you with goods or services which you buy or request from us and
- ✓ To provide you with technical support in the use of the goods and services you request and/or purchase from Sylgen Animal Health Limited.
- ✓ For internal record keeping and accounts, including the management of any feedback or complaints.
- ✓ To ensure that content from our website(s) is presented in the most effective manner for you and for the electronic devices that you may use or want to use.
- ✓ To administer our website and for internal operations, such as and including but not limited to: troubleshooting, data analysis, testing, research, statistical and survey purposes.
- ✓ As part of our efforts to keep our website safe and secure and to detect fraud and other abuses of our site.

Sharing your information or data with other parties or business.

We will always treat and use any information and data we hold on you and on all our customers and their customers or clients and our suppliers and their business partners in the strictest of confidence and with the highest ethical standards and to ensure we provide the highest quality of goods and services that you would expect, and request from us as part of our ongoing business relationship.

We undertake and assure all our customers and suppliers that Sylgen Animal Health Limited will NOT sell or pass on your information or any data we hold about you to third parties or third-party businesses or companies for marketing or financial gain except where this is necessary in the normal day to day operation of the business relationship with you as described in this policy document.

We will only provide your contact details and such information as required to a third-party company or business with your express permission and where this is necessary for the delivery of our goods or services which you have requested or ordered from us and/or to support you and your customers or clients in the use of these goods or services. For Example:

1. Where our courier service providers (such as Royal Mail or Parcel Force) require your delivery address and phone number to deliver your order to you efficiently and quickly or
2. We may also share your personal information with third parties that perform services on our behalf, such as business partners (including printing and marketing agents, credit reference agencies and tracing agents), fraud sharing organisations and debt collection companies and the company solicitors for legal purposes.
3. Where we are required or ordered to do so by the legal courts of England and Wales.

MARKETING - USE OF YOUR DATA AND INFORMATION.

1. Sylgen Animal Health Limited may contact you from time to time where you have provided us with your consent, to inform you or update you on new products, product offers or advise you on changes to our products and services.
2. Sylgen Animal Health Limited may also contact you with your consent as appropriate and relevant to keep you informed of any changes to our opening and closing hours and to work with you to provide you with the highest quality of service you expect.
3. Sylgen Animal Health Limited will NOT use any information and data you provide us about your customers or clients in the course of our business relationship and will not contact them for marketing purposes.
4. Sylgen Animal Health Limited will only contact or use your customers' or clients' information provided by you to ensure that goods ordered by you are delivered successfully to your requested customer or clients delivery address and we will only contact them at your request and with your consent.
5. Sylgen Animal Health Limited will not sell or pass on customer, supplier or third-party information or data for marketing purposes and contact details may only be passed on under the exceptional reasons already outlined in this policy and only with your written consent.

YOUR RIGHTS UNDER GDPR.

You also have rights under GDPR in connection with your personal data that we hold on you and with effect from the 25th May 2018 these rights will include the following:

1. to withdraw consent where you have given it and to request your personal data and information be deleted from our systems.
2. to have access to your personal data and to request from us a copy of the personal data and information that we hold on you.
3. to correct, change or complete inaccurate data, and in certain circumstances to restrict, request erasure, object to processing, or request portability of your personal data to another organisation.

We always try to ensure that we deliver the highest levels of customer service and if you do need or want to get in touch with us for any reason regarding your data protection rights, please do so using any of the contacts provided in this policy document or by using the email addresses below. Please add "My Data Protection Rights" into the subject header to highlight that this enquiry relates to your data protection rights and we will endeavour to respond to your enquiry as soon as practical.

Email: info@sylgenanimalhealth.com

If you are unhappy for any reason and have a data protection related complaint, please contact us directly in the first instance either by phone and at the following email address and we will do our best to ensure your concern is resolved to your satisfaction: Tel: 01559 370 222 or Email: info@sylgenanimalhealth.com

If you are still unhappy with our response once your complaint has been reported to Sylgen Animal Health Limited and if you are not satisfied, you also have the right to lodge a complaint with the UK's independent supervisory authority for upholding information rights - the Information Commissioner's Office (ICO). Sylgen Animal Health is registered with the Information Commissions Office as required by UK Law and our registration number is: ZB236020.

You may check the registration of the Company on the ICO website using our registration number as above and this link: <https://ico.org.uk/ESDWebPages/Search>

Details on how to contact the ICO can be found at www.ico.org.uk/global/contact-us/

Some of your rights are complex and not all the detail is included in our summaries, you should therefore read the relevant guidance on the Information Commissioner's Office website: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

HOW LONG WE KEEP YOUR INFORMATION AND DATA

We will only keep your data and information for as long as we need to complete and deliver the goods or services you have ordered from us.

However, we will need to keep certain records and information about you for longer periods to comply with legal and government accounting requirements and records and this will only be used to comply with our legal requirements under company laws.

We do not hold details of any payment or card information and once payment has been taken and made in return of goods or services ordered from you, your card and payment details are destroyed.

PROTECTING YOUR INFORMATION AND DATA.

Syngen Animal Health Limited take our lawful responsibilities under the GDPR and the security and protection of the data and personal information you provide to us very seriously and we will always aim to act to the highest professional and ethical standards when you entrust us with your data.

All the information you may provide to us or is collected about you is held on internal data bases and are backed up to internal backups and only to third party servers or the cloud for security reasons.

We have also put managerial policies and systems in place which ensure that there is limited access to these data bases which can only be accessed by a small number senior Syngen Animal Health Limited directors or authorised and trusted personnel.

Our computer systems and data base are protected by firewalls and by up to date and fully maintained virus, malware and Trojan software. Our systems undergo routine maintenance to ensure that our security is up to date and working.

Although we take all reasonable appropriate measures to protect your personal data, the transmission of information via the Internet is never completely secure, and any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. We regularly run tests, including commissioning third parties to run those tests that check the security of our systems.

We will ensure:

- ✓ that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- ✓ We comply with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- ✓ We will notify you without undue delay on becoming aware of a Personal Data breach.

NB: This privacy policy forms part of our terms and conditions of sale and purchase and will be reviewed and updated on a regular basis and is liable to change.