

# Veterinary Purchase Agreement and Credit Application

Hill's Pet Nutrition Sales, Inc. and Subsidiaries  
P.O. Box 148  
Topeka, Kansas 66601-0148  
800-354-4557 • Fax 800-523-7054



New Account       Update Existing Account      Account # \_\_\_\_\_

**Business Information** Corporation Name/DBA \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_ Date Business Est. \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

Is the product for resale? Yes  No       Is the business inside or attached to another business? Yes  No

Is your business located on home property? Yes  No       Is this a mobile vet service? Yes  No

Taxable Purchases: Yes  No       If no, a completed and signed state resale or exemption certificate required.

Practice is Located: Inside City Limits  Outside City Limits       County Name: \_\_\_\_\_

Legal Business Form: Incorporated  LLC  Proprietorship  LLP  Partnership  Not-for-Profit Org.  Other

Date of Incorporation \_\_\_\_\_ State 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

**Ordering Information** Purchasing Agent \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

- Terms and Conditions**
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.

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

**Credit Application**  
**Fax 800-523-7054**



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<b>Ship-To Information</b>	Name	Phone Number	
	Address	Fax Number	
	City	State	Zip
	Hours of Operation	Delivery Contact Person	
	Earliest/latest time of day to accept deliveries		
_____			
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 <input type="checkbox"/>	Back Door <input type="checkbox"/>	Side Door <input type="checkbox"/>
Can our drivers park in your parking lot for deliveries?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Are there steps to go up or down in making deliveries?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Do you have the ability to receive product on pallets?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Is there a ramp for hand-truck or pallet jack use?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
What is the closest major intersection? _____			
If your delivery point is between cross streets, what are they? _____ and _____			
Are there any other specific delivery instructions?			
_____			

**Signature and Credit Authorization**      The undersigned hereby consent to Hill's Pet Nutrition Sales, Inc. use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal, proprietor, and/or guarantor in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Hill's Pet Nutrition Sales, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.  
If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the credit department within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

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