

## United Kingdom

ACCOUNTS RECEIVABLE  
NESTLE HOUSE  
YORK  
NORTH YORKSHIRE  
YO91 1XY  
TEL 0800 783 8564

SALES  
INVOICE

**Customer Number:** 989174  
**Invoice Number:** 1256003303  
**Invoice Date (Tax Point):** 12/04/2022  
**Our VAT Reference:** GB169562721  
**Customer VAT Ref:** GB143215014  
**Currency:** GBP

## Invoice Address:

Mole Valley Farmers Limited  
Exmoor House  
Pathfields Business Park  
South Molton  
Devon  
EX36 3LH

## Delivery Address:

Mole Valley Farmers Ltd  
22 Battle Road  
Heathfield Industrial Estate  
Newton Abbot  
Devon  
TQ12 6RY

**Sales Order No:** 358163768  
**Customer Order Ref:** 200169864  
**Delivery Note No:** 8091489408

**Delivery Address Code:** 4136438  
**Despatch Location:** GB41  
**Delivery Note Date:** 12/04/2022

ALL PRICES SHOWN ARE NET  
OF ALL BONUS OR DISCOUNT

Page 1 of 2

Product Code	Product Description	Unit	Quantity	Unit Price	Net Value	VAT Code
12353686	BONIO THE ORIGINAL BiFc 4x1.2kg XB	CS	6	6.87	41.19	AC
12249137	BAKERS REWARDS Variety 8x100g GB	CS	1	6.10	6.10	AC
12448225	FELIX CiJ MV Mixed Selection 96x100gN2XB	CS	2	21.76	43.52	AC
12332725	ADVENTUROS Nuggets Boar Wild 6x90g GB	CS	1	3.44	3.44	AC
12332733	ADVENTUROS Strips Venison Wild 6x90g GB	CS	1	3.44	3.44	AC
12332720	ADVENTUROS Sticks Buffalo Wild 6x120g GB	CS	4	3.44	13.74	AC
12461758	GO-CAT Chicken&Duck 10kg N2 GB	CS	4	16.20	64.78	AC
12461481	GO-CAT Chicken&Duck 4x2kg XB	CS	5	10.67	53.37	AC
12448236	FELIX AGAIL GiJ MV Mixed 88x100g N2 XB	CS	2	26.01	52.01	AC
12448252	FELIX CiJ MV Mixed Selection 40x100gN1XB	CS	3	9.85	29.55	AC
12486753	GRMTPERLE GiGMVConnoisseur 4(12x85g)N2XB	CS	1	15.31	15.31	AC
12431813	WINALOT SHAPES BiFc 4x1.8kg N1 XB	CS	3	10.10	30.29	AC
12367012	BETA ADULT Dog Chicken 14kg N2 XB	CS	2	16.51	33.01	AC
12366957	BETA SENSITIVE Dog Salmon&Rice 14kg N2XB	CS	5	16.14	80.71	AC
12431809	BONIO BiFc Chicken 4x1.2kg N1 GB	CS	10	6.87	68.65	AC
12400025	BAKERS SIZZLERS Bacon 6x90g XB	CS	1	4.57	4.57	AC
12434870	WINALOTPRFPORT CiJ GFMVBf&Crt1 40x100gXB	CS	5	7.62	38.08	AC
12461482	GO-CAT Tuna&Herring&Veg 4x2kg N2 XB	CS	2	10.68	21.35	AC
12306535	WINALOT HRTYD CiJ MV Dck&Chkn 12x400g XB	CS	12	6.04	72.45	AC
12461486	GO-CAT KITTEN Chicken&Mlk&Veg 4x2kg N2XB	CS	1	10.53	10.53	AC
12461484	GO-CAT SENIOR Chicken&Veg 4x2kg N2 XB	CS	1	10.53	10.53	AC

## PLEASE MAKE PAYMENT TO: NESTLE PURINA PETCARE UK LTD RECEIVABLES

ACCOUNT No: 31443186

SORT CODE: 40-02-50

IBAN Number: GB73MIDL40025031443186

BIC: MIDLGB22

For conditions of sale see reverse of invoice. Payment to be received by 26/04/2022.  
A discount of 1% of the full price applies if payment is received by 14 days from the invoice date, as above. No credit note will be issued. Following payment you must ensure you have only recovered the VAT actually paid..

**United Kingdom**

ACCOUNTS RECEIVABLE  
NESTLE HOUSE  
YORK  
NORTH YORKSHIRE  
YO91 1XY  
TEL 0800 783 8564

**SALES  
INVOICE**

**Customer Number:** 989174  
**Invoice Number:** 1256003303  
**Invoice Date (Tax Point):** 12/04/2022  
**Our VAT Reference:** GB169562721  
**Customer VAT Ref:** GB143215014  
**Currency:** GBP

**Invoice Address:**

Mole Valley Farmers Limited  
Exmoor House  
Pathfields Business Park  
South Molton  
Devon  
EX36 3LH

**Delivery Address:**

Mole Valley Farmers Ltd  
22 Battle Road  
Heathfield Industrial Estate  
Newton Abbot  
Devon  
TQ12 6RY

**Sales Order No:** 358163768  
**Customer Order Ref:** 200169864  
**Delivery Note No:** 8091489408

**Delivery Address Code:** 4136438  
**Despatch Location:** GB41  
**Delivery Note Date:** 12/04/2022

**ALL PRICES SHOWN ARE NET  
OF ALL BONUS OR DISCOUNT**

Page 2 of 2

Product Code	Product Description	Unit	Quantity	Unit Price	Net Value	VAT Code
			<b>Total packs:</b>	72	<b>Net Amount</b>	696.62
					<b>V.A.T.</b>	139.32
					<b>Amount Payable</b>	835.94

**PLEASE MAKE PAYMENT TO: NESTLE PURINA UK COMMERCIAL OPERATIONS LIMITED**  
**ACCOUNT No: 31443186** **SORT CODE: 40-02-50**  
**IBAN Number: GB73MIDL40025031443186** **BIC: MIDLGB22**

VAT Code	VAT Rate	Net Amount	Amount Payable by 26/04/2022	Discount % Rate: 1.00	Amt if rec'd by: 26/04/2022
AC	20.00	696.62	696.62	6.97	689.65
		139.32	139.32	1.39	137.93
		696.62	835.94	8.36	827.58

For conditions of sale see reverse of invoice. Payment to be received by 26/04/2022.  
A discount of 1% of the full price applies if payment is received by 14 days from the invoice date, as above. No credit note will be issued. Following payment you must ensure you have only recovered the VAT actually paid..

**From:** "Invoices" <invoices@molevalleyfarmers.com>  
**Sent:** 15/04/2022 14:05  
**To:** "MVF001 Bottomline" <MVF001@webflo.co.uk>  
**CC:**  
**Subject:** FW: Purina specialist product Invoice attached\_1256003303\_2001698

---

---

**From:** SpecialistAR@purina.nestle.com <SpecialistAR@purina.nestle.com>  
**Sent:** Friday, April 15, 2022 2:02:48 PM (UTC+00:00) Monrovia, Reykjavik  
**To:** Invoices  
**Subject:** Purina specialist product Invoice attached\_1256003303\_2001698

**\*\* External Email: Please use caution \*\***

Hello

Please find attached your Nestle Purina Invoice.

Nestle accept payment by Direct Debit (preferred) or BACS only.  
The reference to be used in your Direct Debit instruction is your Nestle 'Sold To' account number.

Bank Details for BACS Payments:

BANK:HSBC  
ACCOUNT NAME:Nestlé Purina UK Commercial Operations Limited  
SORT CODE:40-02-50  
ACCOUNT NUMBER:31443186  
IBAN:GB73MIDL40025031443186  
SWIFT/BIC:MIDLGB2110C

The payment terms for invoices are 28 days from the date of invoice. A 1% early payment discount is available on invoices for which payment is received within 14 days from date of invoice.

Any discounts made outside of these terms are invalid, and we will reclaim invalid deductions.

Queries to:

General Email: SpecialistAR@purina.nestle.com  
Telephone: 0800 456 1699  
Remittance Advice Email: GCA.RemittanceAdvices@uk.nestle.com

Please do not reply to this email

Regards

Terms & Conditions of Sale - Nestlé Purina UK Commercial Operations Limited

- 1. Applicability of Terms & Conditions:** These Terms and Conditions of Sale ('Conditions') apply for all products purchased by You from Nestlé Purina UK Commercial Operations Limited ('Purina')('Products'). These Conditions apply in place of and prevail over any terms or conditions contained or referred to in any communication from You or implied by custom or practice. Other purported terms or conditions are expressly rejected.
- 2. Orders:** By placing an order with us, by whatever means, You acknowledge or are deemed to acknowledge that You are fully aware of these Conditions and are offering to contract on the basis of these Conditions. All orders only bind us when we accept them and are accepted subject to availability of stocks. Our price list is not an offer and any current price list replaces all previous price lists. You may only require delivery to one place at one time.
- 3. Prices:** Except where otherwise agreed with us in writing, Products will be invoiced in Sterling at the price current on the date of despatch as recorded on our computer system. Prices are quoted exclusive of VAT (where applicable). Prices and any additional commercial terms are subject to change without notice.
- 4. Payment, Recovery of Sums due, Interest and Set-Off:** Net Cash Payment is due within 28 days of the date on the invoice. The cash discount (if any) shown on the face of an invoice is only allowable if payment is made within 14 days of the date on the invoice and if no other invoices are overdue in part or in whole for payment. Discount has been calculated at the rate of 1% of the price of the products excluding VAT. Time is of the essence. Payment will be collected by Direct Debit on the Due Date. Where agreed in writing you may pay us by BACS payment to a bank account authorised by us with cleared funds on or before the Due Date. Payment due to us may include deductions for agreed activity with adequate supporting documentation. Should You fail to pay any Purina invoice on time or otherwise levy any deduction, withholding or set-off which has not been previously agreed to by Purina against a Purina account ('Deduction'), all monies owed by You to us will become payable on demand and will entitle us to:(a) charge interest on overdue accounts and Deductions at the statutory rate in the Late Payment of Commercial Debts (Interest ) Act 1998 (b) suspend delivery or any credit facilities (c) exercise our right to repossess the Products in accordance with clause 6 and (d) levy administration charges. Our charges are £15 for any dishonoured payment; £25 if, following action, we re-instate your account to credit; and any charges and legal and other costs that we incur in pursuing or enforcing any legal or debt recovery action.
- 5. Delivery, Acceptance of Delivery, Claims and Pallets:** We use reasonable endeavours to deliver Products in the time, manner and to the place requested by You but any date quoted by us is an estimate and time shall not be of the essence. When You specify delivery is to be made in instalment, each instalment shall be deemed to be a separate contract. We shall not be liable for late delivery, non-delivery or variation in quantities delivered. We may reduce, vary or cancel orders if we are unable, through short age of stocks or for other reasons, to execute them and we may make such alterations to Products and/or packaging as circumstances may demand. You must use reasonable endeavours to accept delivery in accordance with any agreed delivery schedule and, if we request, to assist with the unloading of any consignment. You must check that the quantity and specifications of Products delivered correspond with your order before You sign any delivery note. The signature by You or your authorised employee or agent of the delivery note or similar document is conclusive evidence of your inspection and acceptance of the consignment as being for the correct amount and free from damage visible on inspection. No written claim for damage or short delivery is necessary when recorded on the delivery note. In all other cases, written claims for damage, short delivery or other delivery error must be given to us within 3 working days of delivery. Unless we otherwise agree in writing, You must retain damaged Products for inspection and collection. Credit facilities are offered at Purina's discretion and may be withdrawn at any time. It is your responsibility to work with the pallet provider to ensure that all pooled pallets are returned to the provider.
- 6. Risk & Title:** The Incoterm (ICC Incoterms 2010) applicable to the contract with us is [CIP] and this means that risk in the Products will pass to You when the Products are unloaded at the delivery address unless otherwise agreed between us in writing and shown on Purina's invoice. We will retain title in the Products until we have received in full (in cash or cleared funds) all sums due to us in respect of the Products and all other sums which are or become due to us from you on any account including charges, accrued interest and legal costs. From delivery until title passes to You, You have the legal obligations to us of Bailee of the Products for us. This means You must take proper care of the Products to prevent any damage or deterioration of them and must keep the Products free from any charge, lien or other encumbrance. You must store the Products in such a way as to show clearly that they belong to us; and give us such information relating to the Products as we may require from time to time. We reserve the right to repossess any Products held by You as Bailee for us for any reasonable cause. You irrevocably grant to us such right, licence or waiver as may be required to enable us, our employees and agent s to enter the premises where the Products are situated for that purpose.
- 7. Warranty:** We warrant that as at delivery to You or your agents who are based in the UK or Ireland, our Products comply with the Food Safety Act 1990 and all relevant UK food law in force from time to time.
- 8. Limitation of Liability:** We limit our liability to the maximum extent permitted by law as follows: (i) in respect of all Products supplied by us, our liability shall be limited to Products consumed up to and including the " Best Before" or " Use By" date; (ii) our liability shall be limited at our option to replacing the whole or part of any Products found to be defective or refunding or crediting the limited. We shall have no liability for any loss or damage suffered by any person: (a) as a consequence of any defect in any Product caused by abnormal storage conditions. This means the storage conditions need to be fit for purpose in meeting recognised standards of hygiene, housekeeping and pest management. In addition we are not liable if storage temperatures are not appropriate to the Product (ambient, chilled, frozen) or there is any abnormal treatment or handling or any negligence or other wrongful act on your part or that of your employees or agents; (b) for claims for damage reasonably apparent on inspection at the time of delivery or for short delivery unless You have complied with the conditions of clause 5; (c) for claims in respect of defects not readily identifiable on proper inspection, unless You notify us in writing within three months of delivery of the Products to You with full particulars of the complaint supported by reasonable evidence that the Products have not been tampered with nor been incorrectly stored; Any allegedly defective Products must be retained and made available to us for inspection and collection; (d) for any claim arising on an invoice issued more than three months before the date upon which such claim is received by us; (e) for any loss of profit, loss of sale, loss of goodwill, loss of reputation, loss of customers and any other similar losses caused by our negligence or other wrongful act on our part or that of our agents or employees; and (f) any failure to perform any of our obligations in the Conditions where such failure is caused by any circumstances beyond our reasonable control. If a third party notifies you of any claim You must immediately notify us in writing of all information available regarding the nature and extent of any such claim and You must allow us to deal with it. You must take any steps possible to mitigate any loss or damages suffered, must not admit liability and must take any reasonable steps as we may direct. We will not accept responsibility for any representations or payments made by You to any party in settlement of any such claim nor will we pay any handling or administration charge which we have not agreed in writing in advance.
- 9. No Sale or Return:** We do not offer our Products on "Sale or Return" and You must sell the Products before any "Use By" or "Best Before" date.
- 10. GSCOP:** The Groceries Supply Code of Practice (' GSCOP' ) as set out in Schedule 1 of The Groceries (Supply Chain Practices) Market Investigation Order 2009, shall apply to the sale of all Products to a Designated Retailer.
- 11. Intellectual Property Rights:** All intellectual property rights in the Products shown in our price lists shall remain at all times the property of Nestlé Purina, its ultimate holding company, any subsidiary of such ultimate holding company and/or any company wholly or partly owned directly or indirectly by such company. You shall acquire no rights in the Products except as expressly agreed between us in writing. You agree that You or your employees or agents will not alter or remove any trade mark or label or otherwise interfere with any intellectual property rights in the Products and that the Products will not be sold under or by reference to the trademarks designating them, after the original containers or packs have been opened.
- 12. Data Protection:** We may use information provided by You for all purposes reasonably necessary to properly regulate business dealings between us in relation to these Conditions, including, but not limited to, recording this information or updating our records, credit referencing and supplying your details to a credit reference agency (which will retain information for their own use) for credit ratings and for tracing purposes in the event of your default. A copy of your personal data held by will be provided (on payment of a fee). By placing an order with us You consent to our processing your personal data for the purposes stated above.
- 13. General:** By accepting these Conditions, we each agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to sales under these Conditions. These Conditions shall be governed by and construed according to the laws of England and the courts of England shall have exclusive jurisdiction.

Terms & Conditions of Sale - Nestlé Purina UK Commercial Operations Limited

- 1. Applicability of Terms & Conditions:** These Terms and Conditions of Sale ('Conditions') apply for all products purchased by You from Nestlé Purina UK Commercial Operations Limited ('Purina')('Products'). These Conditions apply in place of and prevail over any terms or conditions contained or referred to in any communication from You or implied by custom or practice. Other purported terms or conditions are expressly rejected.
- 2. Orders:** By placing an order with us, by whatever means, You acknowledge or are deemed to acknowledge that You are fully aware of these Conditions and are offering to contract on the basis of these Conditions. All orders only bind us when we accept them and are accepted subject to availability of stocks. Our price list is not an offer and any current price list replaces all previous price lists. You may only require delivery to one place at one time.
- 3. Prices:** Except where otherwise agreed with us in writing, Products will be invoiced in Sterling at the price current on the date of despatch as recorded on our computer system. Prices are quoted exclusive of VAT (where applicable). Prices and any additional commercial terms are subject to change without notice.
- 4. Payment, Recovery of Sums due, Interest and Set-Off:** Net Cash Payment is due within 28 days of the date on the invoice. The cash discount (if any) shown on the face of an invoice is only allowable if payment is made within 14 days of the date on the invoice and if no other invoices are overdue in part or in whole for payment. Discount has been calculated at the rate of 1% of the price of the products excluding VAT. Time is of the essence. Payment will be collected by Direct Debit on the Due Date. Where agreed in writing you may pay us by BACS payment to a bank account authorised by us with cleared funds on or before the Due Date. Payment due to us may include deductions for agreed activity with adequate supporting documentation. Should You fail to pay any Purina invoice on time or otherwise levy any deduction, withholding or set-off which has not been previously agreed to by Purina against a Purina account ('Deduction'), all monies owed by You to us will become payable on demand and will entitle us to:(a) charge interest on overdue accounts and Deductions at the statutory rate in the Late Payment of Commercial Debts (Interest ) Act 1998 (b) suspend delivery or any credit facilities (c) exercise our right to repossess the Products in accordance with clause 6 and (d) levy administration charges. Our charges are £15 for any dishonoured payment; £25 if, following action, we re-instate your account to credit; and any charges and legal and other costs that we incur in pursuing or enforcing any legal or debt recovery action.
- 5. Delivery, Acceptance of Delivery, Claims and Pallets:** We use reasonable endeavours to deliver Products in the time, manner and to the place requested by You but any date quoted by us is an estimate and time shall not be of the essence. When You specify delivery is to be made in instalment, each instalment shall be deemed to be a separate contract. We shall not be liable for late delivery, non-delivery or variation in quantities delivered. We may reduce, vary or cancel orders if we are unable, through short age of stocks or for other reasons, to execute them and we may make such alterations to Products and/or packaging as circumstances may demand. You must use reasonable endeavours to accept delivery in accordance with any agreed delivery schedule and, if we request, to assist with the unloading of any consignment. You must check that the quantity and specifications of Products delivered correspond with your order before You sign any delivery note. The signature by You or your authorised employee or agent of the delivery note or similar document is conclusive evidence of your inspection and acceptance of the consignment as being for the correct amount and free from damage visible on inspection. No written claim for damage or short delivery is necessary when recorded on the delivery note. In all other cases, written claims for damage, short delivery or other delivery error must be given to us within 3 working days of delivery. Unless we otherwise agree in writing, You must retain damaged Products for inspection and collection. Credit facilities are offered at Purina's discretion and may be withdrawn at any time. It is your responsibility to work with the pallet provider to ensure that all pooled pallets are returned to the provider.
- 6. Risk & Title:** The Incoterm (ICC Incoterms 2010) applicable to the contract with us is [CIP] and this means that risk in the Products will pass to You when the Products are unloaded at the delivery address unless otherwise agreed between us in writing and shown on Purina's invoice. We will retain title in the Products until we have received in full (in cash or cleared funds) all sums due to us in respect of the Products and all other sums which are or become due to us from you on any account including charges, accrued interest and legal costs. From delivery until title passes to You, You have the legal obligations to us of Bailee of the Products for us. This means You must take proper care of the Products to prevent any damage or deterioration of them and must keep the Products free from any charge, lien or other encumbrance. You must store the Products in such a way as to show clearly that they belong to us; and give us such information relating to the Products as we may require from time to time. We reserve the right to repossess any Products held by You as Bailee for us for any reasonable cause. You irrevocably grant to us such right, licence or waiver as may be required to enable us, our employees and agent s to enter the premises where the Products are situated for that purpose.
- 7. Warranty:** We warrant that as at delivery to You or your agents who are based in the UK or Ireland, our Products comply with the Food Safety Act 1990 and all relevant UK food law in force from time to time.
- 8. Limitation of Liability:** We limit our liability to the maximum extent permitted by law as follows: (i) in respect of all Products supplied by us, our liability shall be limited to Products consumed up to and including the " Best Before" or " Use By" date; (ii) our liability shall be limited at our option to replacing the whole or part of any Products found to be defective or refunding or crediting the limited. We shall have no liability for any loss or damage suffered by any person: (a) as a consequence of any defect in any Product caused by abnormal storage conditions. This means the storage conditions need to be fit for purpose in meeting recognised standards of hygiene, housekeeping and pest management. In addition we are not liable if storage temperatures are not appropriate to the Product (ambient, chilled, frozen) or there is any abnormal treatment or handling or any negligence or other wrongful act on your part or that of your employees or agents; (b) for claims for damage reasonably apparent on inspection at the time of delivery or for short delivery unless You have complied with the conditions of clause 5; (c) for claims in respect of defects not readily identifiable on proper inspection, unless You notify us in writing within three months of delivery of the Products to You with full particulars of the complaint supported by reasonable evidence that the Products have not been tampered with nor been incorrectly stored; Any allegedly defective Products must be retained and made available to us for inspection and collection; (d) for any claim arising on an invoice issued more than three months before the date upon which such claim is received by us; (e) for any loss of profit, loss of sale, loss of goodwill, loss of reputation, loss of customers and any other similar losses caused by our negligence or other wrongful act on our part or that of our agents or employees; and (f) any failure to perform any of our obligations in the Conditions where such failure is caused by any circumstances beyond our reasonable control. If a third party notifies you of any claim You must immediately notify us in writing of all information available regarding the nature and extent of any such claim and You must allow us to deal with it. You must take any steps possible to mitigate any loss or damages suffered, must not admit liability and must take any reasonable steps as we may direct. We will not accept responsibility for any representations or payments made by You to any party in settlement of any such claim nor will we pay any handling or administration charge which we have not agreed in writing in advance.
- 9. No Sale or Return:** We do not offer our Products on "Sale or Return" and You must sell the Products before any "Use By" or "Best Before" date.
- 10. GSCOP:** The Groceries Supply Code of Practice (' GSCOP' ) as set out in Schedule 1 of The Groceries (Supply Chain Practices) Market Investigation Order 2009, shall apply to the sale of all Products to a Designated Retailer.
- 11. Intellectual Property Rights:** All intellectual property rights in the Products shown in our price lists shall remain at all times the property of Nestlé Purina, its ultimate holding company, any subsidiary of such ultimate holding company and/or any company wholly or partly owned directly or indirectly by such company. You shall acquire no rights in the Products except as expressly agreed between us in writing. You agree that You or your employees or agents will not alter or remove any trade mark or label or otherwise interfere with any intellectual property rights in the Products and that the Products will not be sold under or by reference to the trademarks designating them, after the original containers or packs have been opened.
- 12. Data Protection:** We may use information provided by You for all purposes reasonably necessary to properly regulate business dealings between us in relation to these Conditions, including, but not limited to, recording this information or updating our records, credit referencing and supplying your details to a credit reference agency (which will retain information for their own use) for credit ratings and for tracing purposes in the event of your default. A copy of your personal data held by will be provided (on payment of a fee). By placing an order with us You consent to our processing your personal data for the purposes stated above.
- 13. General:** By accepting these Conditions, we each agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to sales under these Conditions. These Conditions shall be governed by and construed according to the laws of England and the courts of England shall have exclusive jurisdiction.