

HILL'S PET NUTRITION, INC

Electronic Payment Trading Partner

Please send completed form to:

Hill's Pet Nutrition USA
c/o Hill's Pet Nutrition - North America
P.O. Box 1400
Topeka, KS 66601
eMail:

Your Company

Your Financial Institution

Vendor Number:								
Name:				Name:				
Address:				Address:				
City:		State:		City:		State:		
Country:		Postal Code		Country:		Postal Code		
Contact Person:				Contact Person:				
Telephone:		Ext.:		Telephone:		Ext.:		
DUNS Number or IRS Taxpayer ID#:				Bank Transit Routing #:				
eMail Address:				Account Number to Receive Our Payments:				
				Name on the Account:				
Our electronic payment to you will include transmission of remittance data. We will normally use format CTX for this transmission. If a form other than CTX is needed please specify:								

Terms and Conditions for Electronic Payment

Your company agrees to accept payment by Hill's Pet Nutrition Inc. through electronic funds transfer and that we can rely exclusively on the information you supplied on the Enrollment Form. This applies to and amends all existing agreements with Hill's Pet Nutrition Inc. by incorporating the following terms and conditions for electronic payment.

Hill's Pet Nutrition Inc. will initiate payment to you based on the following:

1. The electronic funds transfer will be made to the financial institution and account number on this Enrollment Form.
2. We will make payments in accordance with and be governed by the National Automated Clearinghouse Association's Corporation Trade Payment Rules. **Our process is governed by and in accordance with the laws, other than choice of law provision of any particular contract, of New York, including Article 4A of the Uniform Commercial Code as enacted by the State of New York and amended from time to time.**
3. The information you provided on the Enrollment Form is very important. You understand that any change in the information must be communicated to Hill's Pet Nutrition Inc. by an authorized representative of your company in writing to Hill's Pet Nutrition Inc. in time to allow Hill's Pet Nutrition Inc. to respond to the change. Hill's Pet Nutrition Inc. is not liable to you for any loss which may arise solely by reason of error, mistake or fraud regarding this information.
4. Payment is initiated within the normal terms of our commercial agreement with you. Our EFT terms and conditions neither enlarges or diminishes the respective rights and obligations of us within any applicable commercial agreement. The payment due date is not affected. We will consider payment made when your financial institution has received or has control of the payment transaction. This will generally occur within three (3) calendar days following initiation by Hill's Pet Nutrition Inc.

If we initiate payment on a non-banking day at Hill's Pet Nutrition's originating bank, the funds transfer will be initiated the following banking day. In all cases, Banking Day is defined as the day on which both trading partner's banks will be available to transmit and receive these funds transfers.

5. Hill's Pet Nutrition Inc. has the right to adjust future payments if payments made are found to be duplicate, in excess of requirements, fraudulent or in error.
6. Hill's Pet Nutrition Inc. is responsible for making all payments with this Agreement. Hill's Pet Nutrition Inc. is responsible only up to the point where your financial institution receives the payment or has control of the transaction. Any loss of data at that point will be borne by you. You should notify Hill's Pet Nutrition Inc. immediately if payment is not received as described in item 4 (above). Hill's Pet Nutrition Inc. shall have a reasonable time (not to exceed ten (10) business days) to make said payment.
7. Electronic Funds Transfers can be terminated by either party providing that notification is in writing, and that both parties agree on the termination date. Otherwise, we will continue to make electronic payments to you as specified.

Written notice to you will be sent to the address provided on the enrollment form. Hill's Pet Nutrition Inc's Address will remain: Hill's Pet Nutrition Inc., c/o Hill's Pet Nutrition - North America, P.O. Box 1400, Topeka, KS 66601

Name (print):	
Signature:	
Title:	
Date:	