

## CONDITIONS OF SALE

1. **APPLICABLE CONDITIONS:** Goods supplied are subject to these conditions and where applicable the relevant part of the incorporated and named AIC Contract and it is expressly agreed that acceptance by you of delivery of any of the goods shall be conclusive evidence of your acceptance of this clause under these conditions. These conditions prevail over any quotations or estimates which we may have given and may only be varied in writing signed by a Partner or Sales Trader in the case of consumer sales as defined in the Sale of Goods Act 1979 the statutory rights of the buyer are no way affected by these conditions.

2. **LIMITATIONS OF LIABILITY:** The price of the goods is based on the allowing limitation of the Sellers liability.

(i) In the event of any goods not complying with the expressed terms of contract the Seller will, at its sole discretion replace the defective goods free of charge or will refund all payments made to the Seller in respect of the defective goods (ii) Under no circumstances whatsoever shall the Sellers liability exceed the price of any defective goods (iii) The Seller hereby excludes all liability from representation or advice previously given and for loss or damage direct or consequential arising from the use of any goods supplied by it and it shall not be a condition of the contract nor does the Seller warrant that such representation or advice are accurate nor that the goods are fit for any particular purpose over and above their standard and usual usage. (iv) All expressed or implied conditions statements or warranties, save as expressly given in these conditions, are hereby excluded (other than those in Statutory provisions) (v) Goods are warranted to be merchantable and fit for animal consumption up to their use by date, subject to correct storage of the same by the buyer.

### 3. AVAILABILITY OF GOODS

Whereby goods sold are of third party origin, their sale is subject to the supplies being made available to the Seller by its Supplier. In the event of failure of such goods being readily replaceable from other sources at a price not exceeding the contract price with the Buyer, the contract between the Seller and the Buyer will be deemed to be cancelled without any liability to either party. If the Seller cannot obtain sufficient goods at an economic price to meet all its contractual obligations, the Seller shall be entitled to allocate such goods as are available to it to such Buyer or Buyers as it shall in its absolute discretion determine and the Buyer shall accept the allocated goods such allocation shall be deemed full compliance with the contract. Delivery dates are both business estimates and subject to performance by other Companies and are accordingly only approximate. Time shall not be of the essence.

### 4. PAYMENT

(a) All goods will be quoted for and priced nett per tonne. Payment shall be due in full without set off upon the date indicated on the invoice. Invoices not specifying a payment date will be due on the 14<sup>th</sup> day following delivery.

(b) If payment becomes overdue in any one delivery or the Buyers in default under any other contract with us we shall be entitled (without prejudice to our other rights) to withhold further deliveries until the overdue payment (together with interest at 3% above the Seller's Bank Base Rate) has been received or to treat the said contract as repudiated and to repossess any goods delivered. The Buyer hereby grants the Seller an irrevocable licence to facilitate such repossession in the circumstances of default by the Buyer.

### 5. FORCE MAJEURE

The seller shall not be responsible for loss or delay in delivery occasioned by an Act of God action by any Government, strike, lock out combination of workmen, civil commotion, breakdown of machinery, power failure, fire, flood, failure of crop, fuel shortage, loss and or detention at sea or without limitation or any other contingency beyond the Sellers reasonable control. Should any of the goods be rendered unfit for delivery by Force Majeure the contract as far as it relates these goods shall be deemed to be discharged.

### 6. CLAIMS AND COMPLAINTS

The goods are perishable and therefore it shall be the Buyer's duty to inspect the goods on delivery and the Seller shall not be liable for claim for defects, non-delivery shortages damage or incorrect delivery or for any other reason unless it is notified to the Seller or to the carriers at the point of the delivery and the Seller has been given an opportunity of inspecting the goods before the removal from point of delivery. Should the buyer not be present at the point of delivery all defects, non delivery shortages, damage or incorrect delivery must be notified to the Seller within 24 hours of deliveries.

### 7. PROPERTY AND RISK

(a) The property and the goods shall not pass to the Buyer until payment is received in full (b) Any goods supplied to the Buyer will be at the Buyer's risk from collection or delivery.

### 8. THE BUYER'S DEFAULT

In the event of the Buyer not accepting delivery of the contract quantity by the last day of the contract period, otherwise than as a result of Force Majeure, the Seller may sell the goods at the market written price and may charge rent interest and any other reasonable expenses from the Buyer, or may claim damages to be settled by arbitration, such damages not to exceed the difference between the contract price and the market price on the day after the last day upon which the contract could have been performed.

### 9. SET OFF

The Seller reserves the right to set off against any amount due from it any debt that might be due from the Buyer to the Seller. In the event of non payment the Seller reserves the right to withhold deliveries and has a lien on the goods (whether or not appropriated to the Contract) and/or other goods belonging to the Buyer in the possession of the Seller notwithstanding these goods may relate to a separate contract or instrument and may or may not have been paid for.

### 10. INSOLVENCY

a. If the buyer:

(i) has a Receiver or Administrative Receiver appointed to any of its property or business undertaking; or (ii) announces that it has ceased or will or intends to cease to trade (except such announcement is due to a forthcoming retirement whilst honouring all existing contracts) or (iii) suspends payment of its debts or fails to pay, is unable to pay or admits or states its inability to pay its debts as they fall due; or (iv) disposes or threatens to dispose of all or a material part of its assets whether by one or a series of transactions (other than for the sole purpose of and followed by reconstruction or amalgamation made known to and approved by the Seller); or (v) convenes, calls or holds a meeting of its creditors or makes any arrangement, voluntary arrangement or composition with its creditors: or

b. If:

(i) the Directors/Partners of the Buyers make or state an intention to make or give notice of a proposal for a voluntary arrangement under part 1 of the Insolvency Act 1986, or (ii) a petition is presented for winding-up or administration of the Buyer (iii) a resolution (other than for the sole purpose of and followed by reconstruction or amalgamation of the Buyer of which notice has been given to the Seller who has approved it) is passed for the voluntary winding up of the Buyer; or (iv) the Buyer is dissolved; or (v) a Statutory Demand in bankruptcy is served on the Buyer; or (vi) an interim order under the Insolvency Act 1986 is applied for or made in respect of the Buyer (vii) a Bankruptcy Petition is presented against the Buyer (viii) the Buyer suffers the levy or enforcement of any execution, distress, sequestration, detention of other process of any of its property or premises; or (x) the Buyer being a partnership, any of the above events occurs with respect to the partnership or to any partner therein; (x) the Seller believes any of the events referred to in this clause is likely to occur;

then notwithstanding any previous arrangement with the Buyer for deferred payments the full remaining price for any goods delivered by the Seller shall become immediately due to it; and the Seller shall have the right upon giving 24 hours written notice to the Buyer without prejudice to any other rights and remedies available to it forthwith to cancel and/or suspend or to refuse to accept any further deliveries and/or terminate the contract at any time after becoming aware of the above circumstances.

c. Whenever any of these rights are exercised by the Seller, the Seller will not be liable to pay any compensation to the Buyer.

### 11. DESCRIPTION OR SAMPLE

Notwithstanding any description of the goods which we may have given or any sample which we may have supplied this sale shall not constitute a sale by description or a sale by Sample.

### 12. WEIGHT

Contract weight of goods delivered is as determined by the Sellers or Sellers Suppliers Weighbridge. Evidence of weight shall be conclusive.

### 13. MISCELLANEOUS

(a) **UNDRIED FEEDS:** Undried feeds must be handled and stored with care to avoid spoilage and such goods showing signs of mould and/or other deterioration should not be fed to livestock and under no circumstances will the Seller accept any liability whatsoever where MAFF guidance are not followed strictly.

(b) **DRIED FOODS:** Any goods which are of a pelletised or similar form, any broken pellets or meal is to be taken and paid for as pellets.

14. The Seller believes the feed hereby to be free from latent defect but is not a condition of sale nor does the Seller warrant that any feed sold by it shall be free from such defect.

15. In the absence of a detailed study at the request and cost of the Buyer all information provided by the Seller relating to varieties, characteristics or fitness for purpose or otherwise relating to the performance of goods is given for general guidance only. The Buyers are therefore advised that any such information given to them does not constitute a representation as to these matters and should not be relied upon as such. The Buyer is advised that the Seller's staff have no authority to give more than general guidance as described as above and the Seller disclaims liability for any advice given or opinion expressed by them. Such advice is followed, or such opinion acted upon, entirely at the Buyer's own risk.

### 16. IMPORT/EXPORT LAW

If any legal provision comes into force or was amended which affects the export or import of the goods the Seller shall be entitled to rescind the contract or to make alterations to or in the goods or their packaging or to these conditions to comply with the said provision or amendment and we shall not be liable for any loss suffered by the Buyer as a result.

### 17. LAW AND JURISDICTION

The construction validity and performance of this contract and all matters pertaining thereto shall be governed in all respects by the law and jurisdiction of England and Wales