

# Caltech trading as a division of Carrs Agriculture Limited

## Terms and Conditions of Sale

1. CONDITIONS OF SALE
  - 1.1 The Conditions set out here are the conditions on which we sell goods or supply services. Unless otherwise expressly agreed in writing they will apply notwithstanding any other terms subject to which you want to buy goods or have services supplied to you.
  - 1.2 In these Conditions 'Goods' means all goods and/or services specified on an invoice or delivery note or to be supplied by us to you, 'we' means Carrs Agriculture Limited (seller) and 'you' means the company person or legal entity buying goods (buyer); the words 'negligence' and 'deals as a consumer' in Conditions 1.4 and 1.6 have the meanings given to them in the Unfair Contracts Terms Act 1977.
  - 1.3 Nothing in these Conditions shall exclude or limit any liability we may have under the Consumer Protection Act 1977.
  - 1.4 When in a transaction you are a buyer who deals as a consumer, nothing in these Conditions shall affect your statutory rights.
  - 1.5 Nothing in these Conditions shall affect our implied undertakings given to you under section 12 of the Sale of Goods Act 1979.
  - 1.6 Nothing in these Conditions shall exclude or restrict our liability for death to human beings or personal injury resulting from our negligence under any statutory provisions in force from time to time.
  - 1.7 No variation to these Conditions shall be binding unless agreed in writing between our authorised representative and you
  - 1.8 The headings in these Conditions are for convenience only and shall not affect their interpretation
  - 1.9 If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification submitted by you, you will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from our use of your specification.
  - 1.10 We reserve the right to make any changes in the specification of the Goods, which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to your specification, which do not materially affect their quality or performance.
  - 1.11 No order which has been accepted by us may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.
2. ORDERS
  - 2.1 All Goods are offered and sold subject to stocks and services being available.
  - 2.2 All delivery dates are estimates and not of the essence of the contract between us.
3. PRICES
  - 3.1 Goods are charged at the price set out on an invoice or agreed between us (plus VAT at the rate in force at the tax point date), but if you have been charged an incorrect price we reserve the right to rectify it.
  - 3.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in our costs which is due to any factor beyond our control, any change in delivery dates, quantities or specifications for the Goods which is required by you, or any delay caused by you.
4. DELIVERY AND NOTIFICATION OF DAMAGE AND LOSS
  - 4.1 All Goods should be examined on delivery and signed for.
  - 4.2 Goods which show any sign of damage defect, or shortage must be signed for accordingly and written notice from you of the nature of the damage, defect or shortage must be received by us within fourteen days of delivery identifying each item claimed to be damaged, defective or short by product description or code and quantity.
  - 4.3 In the event of non-arrival of the Goods or if you learn they have been lost or destroyed in transit written notice from you of this must be received by us within fourteen days of advice note or invoice.
  - 4.4 Notice in all cases must be given in writing to us at the address of the sales office, branch or mill with which you placed the order.
  - 4.5 If the appropriate notice (as set out in this Condition 4) is not received by us within the time set out then the Goods shall be deemed to have been delivered in accordance with contract.
5. PROPERTY AND RISK
  - 5.1 Property and risk in the Goods shall pass from us to you on delivery except that if the Goods together with any Late Payment Charges have not been paid for, property in them shall pass only when the goods and any Late Payment Charges have been paid for or on your processing the Goods so that they lose their separate identity. Property in the Goods will also pass immediately prior to property passing from you to a third party pursuant to an arms length sale by you to a third party but only if you have purchased the Goods from us in the course of the business of a merchant carried on by you and you have informed us that you have purchased the Goods for the purpose of resale. In that event we shall be entitled to a lien on all money paid or goods transferred to you by the third party by way of payment until money owing to us has been paid by you.
  - 5.2 Until the property in the Goods passes to you, we may recover and/or sell them and may enter your premises for that purpose, without prejudice to our other remedies.
  - 5.3 Pending payment of the full purchase price of the Goods and any Late Payment Charges you shall keep the Goods properly stored, protected and comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by you in an amount at least equal to the balance of the price for the same from time to time remaining outstanding.
6. TERMS OF PAYMENT
  - 6.1 Payment is due at the date indicated on the invoice. Any invoice issued without specifying a payment date will be due for payment within 28 days of the date of the invoice. Time of payment is of the essence.
  - 6.2 If at anytime any invoices are overdue then all unpaid balances owing to us from you shall become immediately due and payable.
  - 6.3 All cheques should be made payable to Carrs Agriculture Ltd and crossed 'account payee only'. In the case of dispute or legal proceedings our offices at the address shown on the remittance advice attached to the invoice is to be deemed the place where payment is made.
  - 6.4 Credit charges represent Late Payment Charges for VAT purposes, which may be added in addition to the purchase price payable for the Goods. The Credit Charge if so added will appear on the invoice. This Credit Charge may be deducted if the Goods are paid within the period specified on the invoice. If the Goods are not paid for within that period the Credit Charge must be paid.
  - 6.5 Notwithstanding any payment terms which may have been granted we reserve the right to revoke the payment terms and demand payment for any account or invoice at the time of delivery or at anytime thereafter provided that due allowance shall be made for any Late Payment Charges which may have applied to the invoices.
7. WARRANTY
  - 7.1 We warrant that the Goods are produced within the accepted tolerance levels in accordance with our standard specifications relating to the Goods and comply with all statutory requirements applicable to them.
  - 7.2 If you have made known to us the purpose for which the Goods are bought and we have agreed that the Goods are reasonably fit for that purpose then we so warrant.
8. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY
  - 8.1 All conditions, guarantees, representations and warranties not set out in Condition 7 whether implied by law custom or trade or otherwise as to quantity, quality, description, fitness for purpose, condition, performance, merchantability or otherwise are excluded.
  - 8.2 While our employees and agents will on request give you advice, which they believe to be sound they have no legal duty of care to you and no authority to give any guarantee or make any statement or representation in relation to the Goods by way of advice, which is binding on them or us.
  - 8.3 Our liability in respect of each sale and purchase of Goods only extends to:
    - 8.3.1 In the case of animal feeds:
      - A. Giving an appropriate credit for or repayment of price of defective Goods, not exceeding £1,000,000;
      - B. In the case of death of an animal, the replacement cost of the animal;
      - C. In the case of illness the loss of production from the animal until recuperation or replacement;
      - D. Necessary veterinary fees.
    - 8.3.2 In the case of chemicals and fertilisers and seeds and any other products:
      - A. Giving an appropriate credit for or repayment of the price of defective Goods;
      - B. Cost of wasted expenses including wasted materials and labour.
  - 8.4 Nothing in these Conditions shall affect your duty to mitigate your loss and apart from what is set out above we shall not have any liability whatsoever to you under, or in any way related to the sale and purchase of the Goods or otherwise whether in contract, tort, delict (including in each case negligence or otherwise) for any loss or damage of any nature whatsoever, including, without limitation, consequential loss (including loss of profit or use or third party claims).
  - 8.5 No sale by us to you shall be deemed to be a sale by sample within the meaning of the Sale of Goods Act 1979.
  - 8.6 All the exclusions and limitations set out in this Condition 8 are subject to the provisions of Condition 1 and operate to the extent that they are permitted by the law in general and the Agriculture Act 1970 (as amended) in particular.
  - 8.7 We shall be under no liability under Condition 7 if the total price for Goods has not been paid by the due date for payment.
9. SUSPENSION OF DELIVERIES AND CANCELLATION

We shall be entitled to suspend deliveries and cancel any agreement if you are overdue with any payment or if you exceed your credit limit, you become insolvent or we have serious doubts regarding your solvency.
10. RECISSION

Whether the estimated date of delivery has arrived or not we shall on the occurrence of any of the following events be at liberty to return to you any deposit which you may have paid to us in respect of the Goods and to declare the contract at an end without any further liability on our part whatsoever:

  - 10.1 If the manufacturer of the Goods shall have ceased to manufacture those Goods.
  - 10.2 If the manufacturer being a company goes into liquidation or has a Receiver or an Administrative Receiver or Manager appointed to it.
  - 10.3 If the manufacturer being an individual (or where the manufacturer is a firm, any partner in that firm) shall become bankrupt.
11. FORCE MAJEURE

We shall have no liability whatsoever under, or in any way related to, the sale and purchase of Goods or otherwise whether in contract, tort, delict (including in each case negligence, or otherwise), for any failure to fulfil any obligation hereunder if and to the extent that such fulfillment is prevented by circumstances beyond our reasonable control.
12. LAW AND JURISDICTION
  - 12.1 This agreement shall be governed by the laws of England and Wales and you will accept the jurisdiction of the Courts of England and Wales in respect of all matters arising under this agreement.
  - 12.2 The Uniform laws on International Sales are excluded.