

The customer's attention is drawn in particular to the provisions of clause 7.

1. Interpretation

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Products in accordance with these Conditions.

Customer: the person or firm who purchases the Products from the Supplier.

Delivery Location: has the meaning given in clause 3.1.

Intellectual Property: the rights, title and interest, including all copyrights, patent rights, and rights in trade marks, service marks, logos and commercial symbols as well as all other intellectual property rights and all goodwill associated with the Products.

Products: the products set out in the Order Acknowledgement.

Order: the Customer's written or verbal order for the Products, as set out in the Supplier's Order Acknowledgement.

Order Acknowledgement: the acknowledgement issued to the Customer on receipt of a written or verbal Order for Products from a Customer.

Supplier: Nutricor Agronomics Ltd (registered in England and Wales with company number 12467448).

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

3. Delivery

3.1 The Supplier shall deliver the Products to the location set out in the Order Acknowledgment.

3.2 Delivery is completed on the completion of unloading of the Products at the Delivery Location.

3.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Products that is caused by the Customer's failure to

provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

3.4 If the Supplier fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products. The Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

3.5 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. Quality

4.1 The Supplier warrants that on delivery, the Products shall conform in all material respects with its description and be suitable for use.

4.2 The Supplier shall not be liable for the Products' failure to comply with the warranty set out in clause 4.1 in any of the following events:

- (a) the Customer makes any further use of such Products after giving notice to the Supplier;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage or use and of the Products or (if there are none) good trade practice regarding the same;
- (c) the Customer alters the Products without the written consent of the Supplier;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.3 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.1.

4.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.5 These Conditions shall apply to any repaired or replacement Products supplied by the Supplier.

5. Title and risk

- 5.1 The risk in the Products shall pass to the Customer on completion of delivery.
- 5.2 Title to the Products shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Products, in which case title to the Products shall pass at the time of payment.

6. Price and payment

- 6.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 6.2 The price of the Products:
 - (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) unless specified otherwise, includes the costs and charges of packaging, insurance and transport of the Products.
- 6.3 The Supplier may invoice the Customer for the Products on or at any time after the completion of delivery.
- 6.4 The Customer shall pay each invoice submitted by the Supplier:
 - (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 time for payment shall be of the essence of the Contract.
- 6.5 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Limitation of liability

- 7.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £[AMOUNT] per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 7.2 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 7.3 Nothing in in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987.
- 7.4 Subject to clause 7.3, the Supplier's total liability to the Customer shall not exceed £[AMOUNT].
- 7.5 Subject to clause 7.3, the following types of loss are wholly excluded:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 7.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.7 This clause 7 shall survive termination of the Contract.

8. Intellectual Property

- 8.1 The Supplier shall retain all Intellectual Property. The Customer shall not acquire any interest in the Supplier's Intellectual Property and any commercial use of the Intellectual Property other than pursuant to this Contract is strictly prohibited.
- 8.2 Any information, know-how, data, results, and inventions, and any associated intellectual property in the Products, that is existent, made, discovered, created, invented or generated by the Supplier or its affiliates in any activities or work under this Contract shall be owned by the Supplier.

Confidentiality

- 8.3 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.4.
- 8.4 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 0; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.5 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

9. Entire agreement.

- 9.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

10. Waiver.

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.