



TERMS & CONDITIONS OF SUPPLY

GENERAL

- These Terms of Supply ('these Terms') set out the terms and conditions under which YC Agro Ltd ('Company' or 'We') sells products ('Goods') as set out in its written quotation to its customers ('Customer' or 'You'). They apply subject to anything to the contrary which may be set out in the Company's quotation and to the exclusion of any other terms contained in any document issued by the Customer or which are implied by trade, custom, practice or course of dealings. In these Terms, 'written' and 'writing' includes emails and faxes.
- You must read these Terms carefully and ensure that the details on each order are complete and accurate.
- If any of these Terms conflict with any term of the quotation or order, these Terms will take priority.
- The Company may revise these Terms and shall give the Customer at least 1 month's written notice of any changes before they take effect. If the Company varies these Terms to the Customer's material disadvantage, then any variation will not apply to any order agreed prior to the variation being introduced.
- These Terms are not intended to confer any right on any party other than the Customer and the Company and all such rights as may otherwise be implied are hereby excluded.
- Each order for Goods shall be deemed to be an offer by the Customer to purchase Goods subject to these Terms. The Company will have no obligation to supply until an order is accepted by the Company either in writing or verbally and confirmed in writing. All acceptances of orders are subject to availability of product at the time of dispatch. The Company's acceptance of an order will establish an agreement ('the Agreement') between the Company and the Customer which cannot be cancelled or ended before it is completed except as provided in these Terms or by statute.
- Any reference to any statute or to any statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- You acknowledge that you have not relied on, and shall have no remedy in respect of any statement, promise, warranty or representation made or given (whether innocently or negligently) by or on behalf of the Company which is not expressly set out in these Terms. An action for breach of contract is the only remedy for any statement, promise, warranty or representation set out in these Terms.

PAYMENT

- The price of the Goods will be set out in the Company's written quotation or, if none, in the Company's price list current at the date of order.
- The prices quoted exclude VAT which shall be payable in addition. For the avoidance of doubt, the Company shall have the right, by notifying the Customer in writing, at any time prior to delivery, to increase the price payable for the Goods (or any part thereof) should the Company's costs in supplying the Goods increase for any reason. In the event that the Customer does not accept the increased price, it shall be entitled to cancel the order of such Goods which have not yet been delivered, provided that it notifies the Company of its wish to do so within 7 days of receipt of the notification from the Company.
- Subject to condition 12, the price quoted for the Goods excludes packing, insurance and delivery costs, which will be added to the total amount due. The Customer is responsible for the cost of delivery of the Goods.
- The Customer shall not be required to pay any delivery charge for orders valued at, or in excess of £2,500 excluding VAT unless the Customer has asked for delivery in instalments. For all other orders a quotation for applicable delivery costs will be issued to the Customer for approval.
- Payment for the Goods must be made to the Company on the date or dates set out in the invoice sent to the Customer. If no date is specified, payment is due at the end of the month after the month of the Company's invoices (the 'Due Date').
- No payment shall be deemed to have been received until the Company has received full and cleared funds.
- All payments payable to the Company under each Agreement shall become due immediately upon cancellation of such Agreement despite any other provision.
- The Company may charge interest to the Customer on any overdue amount which has not been paid by the due date at a rate of 3% above the base lending rate of the Bank of England from time to time. Interest shall accrue on a daily basis from the due date until the date of actual payment, whether before or after judgment. You must pay the Company interest together with any overdue amount. The Company may suspend delivery of future instalments, or other orders, while any payment from the Customer is overdue.
- If the Customer disputes an invoice in good faith and informs the Company promptly after the invoice has been received, condition 16 will not apply to the amount in dispute during the period of dispute.
- The Customer shall make all payments due under each Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

QUALITY

- Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Company.
- The Company warrants that (subject to the other provisions of these Terms) upon delivery, the Goods will for a period of 12 months from delivery (the Warranty Period):
 - be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - comply in all material respects with the specification for such Goods as displayed on the label attached to the Goods;
- The Company shall not be liable for a breach of any of the warranties in condition 20 unless:
 - the Customer gives written notice of non-conformance to the specification to the Company, and (if the non-conformance to the specification is as a result of damage in transit) to the carrier, within 3 days of the time when the Customer discovers or ought to have discovered the non-conformance; and
 - the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's expense for the examination to take place there.
- The Company shall not be liable for a breach of any of the warranties in condition 20 if:
 - the Customer makes any further use of such Goods after giving such notice; or
 - the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - the Customer alters such Goods without the written consent of the Company or uses the Goods other than in strict accordance with all warnings and instructions; or
 - the defect arises as a result of wilful damage, negligence, or abnormal usage or storage conditions.
- Subject to conditions 21 and 22, if any of the Goods do not conform with any of the warranties in condition 20 the Company shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata contract rate provided that, if the Company so requests, the Customer shall, at the Customer's expense, return the Goods or the part of such Goods which is defective to the Company. The Customer shall not otherwise be permitted to return any Goods to the Company.
- If the Company complies with condition 23 it shall have no further liability for a breach of the warranties in condition 20 in respect of such Goods.
- Any Goods replaced will belong to the Company and any replacement Goods will be guaranteed on the terms set out above.
- You acknowledge that certain Goods are by their nature toxic and hazardous and must at all times be handled with due care. You must ensure that only qualified and trained persons will handle the Goods and shall procure that your employees and agents shall comply with all warnings and instructions as may be issued with the Goods from time to time. The Company shall not be liable for a breach of any of the warranties in condition 20 if the Customer fails to comply with this condition 26.
- Any samples, drawings or advertising produced by the Company and any illustrations contained on the Company's website, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Agreement nor have any contractual force.
- 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 Agreement.

DELIVERY

- Unless otherwise agreed between the parties, the Goods will be sent by haulier to the delivery address stated by the Customer on the order. The Company will use reasonable endeavours to send the Goods to arrive on or before the delivery date stated in the acceptance of order or as soon as reasonably possible thereafter. If no delivery date is stated, the Goods will be delivered as soon as reasonably possible after they become available. Any dates specified by the Company for delivery of the Goods are intended to be an estimate of time for delivery and shall not be made of the essence by notice. If no one is available to take delivery or if the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, the Goods will be returned to the Company's or the haulier's premises. The Customer should contact the Company to rearrange delivery. The Company reserves the right to charge the Customer storage and any additional transport costs incurred.
- Delivery of the Goods shall be completed when the Company delivers the Goods to the address given by the Customer or on the date on which the Customer collects the Goods from the Company's premises.
- If the Company is not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, the Company will deliver the order in instalments. The Company will not charge the Customer extra delivery costs for this. However, if the Customer requests the Company deliver the Goods in instalments, the Company may charge the Customer extra delivery costs. Each instalment shall not constitute a separate contract governed by these Terms. If the Company is late in delivering any instalment or any instalment is faulty, it will not entitle the Customer to cancel any other instalment.
- Any short delivery must be noted in writing on the carrier's delivery note, if available, at the time of delivery and notified to the Company within 2 working days after delivery. If the Company delivers to the Customer a quantity of Goods up to 10 per cent more or less than the quantity ordered by the Customer, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata agreed rate.
- If for any reason the Customer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - risk in the Goods will pass to the Customer (including for loss or damage caused by the Company's negligence); and
 - the Goods will be deemed to have been delivered.
- The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata agreed rate against any invoice raised for such Goods.
- The Company shall not be liable for any delay in delivery of the Goods that is caused by an event, circumstance or cause beyond the Company's reasonable control or the Customer's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

RISK AND TITLE

- The risk in the Goods shall pass from the Company to the Customer upon delivery of such Goods to the Customer. However, notwithstanding delivery and the passing of risk in the Goods, title in and property of the Goods, including full legal and beneficial ownership, shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for all Goods delivered to the Customer under this and all other Agreements between the Company and the Customer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Customer under which the goods were delivered.
- Until ownership of the Goods has passed to the Customer, the Customer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable, maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of



delivery.

38. The Company reserves the right to cancel any order or suspend delivery of Goods to the Customer in the event that:

- a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or if a notice of intention to appoint an administrator is given, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer;
- b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- c) the Customer encumbers or in any way charges any of the Goods over which the Company still has title.

39. In the event that the Customer resells the Goods (which it may do in the ordinary course of business but not before) then title shall pass to the Customer immediately before such resale and the Customer shall sell as principal and not as the Company's agent.

40. In the event of any of the events set out in condition 38 occurring, the Customer must notify the Company of the specific event and Customer's right to resell the Goods or use them in the ordinary course of business shall cease. Furthermore, the Company may at any time require the Customer to deliver up all Goods in its possession that have not been resold or utilised and if the Customer fails to do so promptly, enter any premises of the Customer or a third party where the Goods are stored in order to recover them.

LIABILITY

41. The Company accepts no liability for any losses, costs, claims, expenses or damage caused as a result of or in connection with any failure of the Customer, its employees or subcontractors to comply with advice on the product label, safety data sheets and written instructions for use supplied with the Goods or notified in writing thereafter.

42. It is inherent in the nature of the Goods that their effectiveness in any particular circumstances of use is dependent upon various factors outside the Company's control or knowledge. Accordingly, the Company gives no warranty, and excludes any warranty that may otherwise be implied, that the Goods will achieve any particular standard of effectiveness in use or have any specific result or outcome.

43. Save as aforesaid all other conditions, guarantees or warranties, whether express or implied, are hereby excluded. The Company's liability for any and all direct loss or damage resulting from any breach of the warranty contained in this condition or from any defects in the Goods or from any other cause howsoever arising, shall be limited to the purchase price of the quantity of Goods in respect of which such loss or damage is claimed.

44. The Company excludes liability for any indirect or consequential loss or damage including, but not limited to loss of profit or business opportunity, depletion of goodwill or otherwise and any loss which is special to the particular circumstances of a Customer whether or not the risk of such loss was made known to, or could reasonably have been foreseen by, the Company.

45. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded for these Terms.

46. Nothing in these Terms excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation or any other liability that cannot be legally excluded or limited.

FORCE MAJEURE

47. The Company reserves the right to defer the date of delivery or to cancel any Agreement or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or any non-performance or default by the Company's subcontractors or suppliers provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give not less than 3 days' notice (notice to be confirmed in writing by the Company) to the other party to terminate such Agreement.

CANCELLATION

48. Without limiting its other rights or remedies, the Company may terminate any Agreement with immediate effect by giving written notice to the Customer if:

- a) the Customer commits a material breach of any term of such Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under such Agreement has been placed in jeopardy.

49. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under any Agreement or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in condition 43 or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under any Agreement on the due date for payment.

50. Without limiting its other rights or remedies, the Company may terminate any Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under such Agreement or any other contract to which it is a party on the due date for payment or the Customer fails to accept delivery of the Goods or any instalment of the Goods;

51. On termination of any Agreement for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

52. Termination of any Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of such Agreement that existed at or before the date of termination.

53. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

INTELLECTUAL PROPERTY

54. The property and any copyright or other intellectual property rights in the Goods' branding and name, and any data, documents or other materials provided by the Company relating to the Goods shall, unless otherwise agreed in writing between the Customer and the Company, belong exclusively to the Company.

GENERAL

55. The Customer shall not be entitled to assign any Agreement or any part of it without the prior written consent of the Company (not to be unreasonably withheld). The Company may assign any Agreement or any part of it to any person, firm or company.

56. Any delay or failure to enforce any right under any Agreement shall not be treated as a waiver of the right.

57. If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect.

58. If the Customer has any questions or complaints, they should contact the Company by calling 07536 292475 or by emailing director@ycagro.com.

59. The Customer may give notice to the Company by email, by hand or by pre-paid post to YC Agro Ltd, Mynshull House, 78 Churchgate, Stockport, Cheshire, England, SK1 1YJ. The Company may give notice to the Customer by email, by hand or by prepaid post to the address provided to the Company on the order.

60. Communications shall be deemed to have been received:

- a) if sent by pre-paid first-class post, 2 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (exclusive of the day of posting);
- b) if delivered by hand, on the day of delivery;
- c) if sent by email, at the time of the delivery receipt.

61. Communications addressed to the Company shall be marked for the attention of the managing director.

62. The Customer shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Company except in order to comply with its rights and obligations under any Agreement, or as may be required by law or government or Court.

63. Each Agreement 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.

64. No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

65. No one other than a party to any Agreement and their permitted assignees shall have any right to enforce any of its terms.

66. Each Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

67. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any Agreement or its subject matter or formation.