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## **TERMS AND CONDITIONS OF SALE - SEASON 2019/2020**

**Effective 1 July 2019**

### **A. STANDARD CONDITIONS OF SALE**

#### **1. GENERAL**

1.1 These terms and Conditions ("Conditions") constitute the terms and conditions on which ADM Agriculture Ltd (Grain Division) ("the Company") is prepared to supply goods ("the Goods") and/or services ("the Services") to any person to whom a quotation, confirmation of order, contract or agreement is addressed, or from whom a telephone order is received ("the Customer"). The Conditions shall prevail over any terms and conditions in the Customer's order or other document issued by him except where specifically agreed to by the Company in writing. No employee or agent of the Company has any authority whatsoever to alter, vary or waive the Conditions in any way unless authority is expressly obtained in writing by a Director or the Secretary of the Company.

1.2 No employee or agent of the Company has any authority to make or give any representation or warranty whatsoever in relation to either the Goods or the Services, save any such employee or agent providing advice to Customers in his/her capacity as Company Farm Trader.

1.3 Save where a quotation has been given to a Customer by the Company for the supply of Goods and/or Services, the prices listed in the Company's current catalogue or price list will apply to any contract, telephone order or confirmation of order.

1.4 The Company reserves the right to require references in respect of any Customer prior to entering into any contract with that Customer.

1.5 The Company shall sell and the Customer shall purchase the Goods in accordance with any written or verbal quotation of the Company accepted by the Customer or any written or verbal order of the Customer confirmed by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is given or purported to be given by the Customer.

1.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information or notice issued to the Customer by the Company may be subject to correction without any liability on the part of the Company.

1.7 The quantity, quality and description of, and any specification for, the Goods shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).

#### **2. ADVICE**

2.1 All Services of any advisory nature are carried out by the Company with all reasonable skill and care and on the basis of the best information available to the Company at the time such Services are provided.



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2.2 The Company will not accept any liability in respect of any loss sustained by any person, or for damage to any property whatsoever or howsoever caused as a result of any advice given by the Company, its employees or agents.

2.3 The Customer shall satisfy himself that any Goods purchased as a result of such advice are used strictly in accordance with the manufacturer's recommendations and instructions.

### **3. PRICES**

3.1 Prices on quotations are only available for acceptance within 7 consecutive days of the date of an offer (or deemed otherwise at the time of quotation) being made or such other date as is expressly agreed between the parties in writing. The Company has the right to vary prices by notice to allow for any increase in raw materials or other costs outside the Company's control between the date of quotation and the time of delivery of the Goods or completion of the Services.

3.2 All prices are subject to the addition of VAT as applicable.

3.3 The Company reserves the right to increase the price of the Goods to reflect any increase in cost to the Company due to any tax, duty (including but not limited to import or export duty), levy, tariff or other amendment to the price of the goods whatsoever or howsoever imposed upon the Goods after the date of the contract by the European Union or any national government.

3.4 Where Goods are supplied on pallets such pallets will not be returnable or refundable.

### **4. PAYMENT**

4.1 Payment is due at the Company's offices by the date specified on the Company's invoice save where alternative payment terms have previously been agreed in writing between the parties. The Company reserves at its discretion the right to require payment before delivery.

4.2 If the Customer fails to make payment on the due date under any contract then without prejudice to any other right or remedy (including any statutory right) available to the Company, the Company shall be entitled to do any of the following:

- i. cancel the contract or suspend further deliveries to the Customer;
- ii. appropriate payment made by the Customer to such of the Goods (or Goods supplied under any other contract) as the Company may think fit notwithstanding any purported appropriation by the Customer;
- iii. sell or otherwise dispose of any Goods whether appropriated to the Contract or not;
- iv. the Customer will be liable for any deterioration in the quality of the goods from delivery until payment is made in full.
- v. charge the Customer interest at the rate equivalent to that set for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998:
  - a) calculated (on a daily basis) from the date of the company's invoice until payment;
  - b) compounded on the first day of each calendar month; and
  - c) before and after any judgement (unless the court orders otherwise); and
  - d) require the Customer to indemnify the Company in full in respect of all expenses and liabilities the Company may incur (directly or indirectly and including legal costs on a full indemnity basis) following the Customer's breach of the obligation to make payment on the due date.



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4.3 Payment will be made in full without any deduction or delay in respect of any set-off counterclaim or dispute unless confirmed by the Company in writing.

4.4 The Company shall not be bound to supply any Goods if the Company's payment terms have not been adhered to on a previous occasion. In the event of the Company refusing to supply for this reason the Customer shall have no claim against the Company whatsoever.

4.5 Set-off: Without waiver or limitation of any rights and/or remedies, the Company shall be entitled to deduct from any amounts due or owing by the Company to the Customer in connection with any contract or contracts and all amounts claimed, invoiced and/or owing at any time by the Customer to the Company under this or any other contract or contracts between the Customer and the Company.

## **5. DELIVERY/COLLECTION**

5.1 If the Company agrees to deliver the Goods to any place other than the Customer's premises and the Goods shall consist wholly or partly of crop protection products or other products required to be stored in a particular manner in accordance with any statutory requirement, then it shall be a condition of the contract that the Customer shall provide, at the place to which the Goods are to be delivered, storage facilities complying with such statutory and/or trade requirements and shall make arrangements to ensure that the Company's delivery operative has access to such facilities at the time of actual delivery. The Company shall be entitled to treat failure to make due provision in accordance with the terms of this sub-clause as failure to take delivery of the Goods.

5.2 The Company's liability in respect of any failure to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, shall be limited to the excess (if any) over the price of the Goods to the Customer (in the cheapest available market) of similar goods to replace those not delivered.

5.3 Time shall not be of the essence of the contract, either in relation to the delivery of the Goods, or the completion of the Services, and the Company shall not be liable for any loss or damage howsoever arising directly or indirectly from failure to deliver the Goods or complete the Services by any date specified in the contract.

5.4 The Company shall be entitled to deliver the Goods within any agreed period in one or more consignments. Unless otherwise expressly agreed, each delivery or consignment shall stand as a separate contract. The Company shall be entitled to render its invoice for those Goods which have been so delivered and to receive payment therefore in accordance with these terms and conditions, notwithstanding that the remainder of the Goods have not been delivered.

5.5 The Customer shall be liable for reasonable storage charges for all Goods notified as being ready for delivery and delivery of which is refused by the Customer.

5.6 If the Customer fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault), then without prejudice to any other right or remedy available to the Company the Company may:



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5.6.1 store the goods until actual delivery and charge the customer the reasonable costs (including insurance) of storage and of any failed delivery of the Goods by the Company to the Customer and of any return of the Goods to the Company; or

5.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the contract or charge the Customer for any shortfall below the price under the contract.

5.7 Where goods are to be collected by the customer written notification must be provided by the company prior to collection.

## **6. ASSURANCE**

6.1 Unless stated at the time of trade, all contracts or other transactions (unless specifically shown on the contract confirmation), will be deemed to be assured by both parties within a certified scheme recognised by the Buyer.

## **7. PASSING OF RISK**

7.1 The Customer will bear the risk of loss or damage to the Goods from the time the Goods are collected by the Customer or his agent from the Company, or if not so collected, 14 consecutive days after the date when the Company notifies the Customer that the Goods are available for collection, or when they are delivered by the Company or its agents and arrive at the site, whichever shall be applicable whether or not the Company or its agents are to undertake the application or spreading of the Goods following delivery or collection, and the Customer is advised to insure accordingly.

7.2 When Goods are delivered to the Customer's premises then the Customer must:

7.2.1 ensure his agent shall be present to agree the place of unloading and if no such person is present the unloading will be at the driver's discretion;

7.2.2 provide suitable access to the point of unloading.

## **8. TITLE**

8.1 The acceptance by the Company of any order for Goods shall constitute an agreement to sell the Goods and not a sale of them and no title to the Goods shall pass to the Customer by reason of delivery or acceptance of the same or any provision of these Conditions.

8.2 The Company shall remain the sole and absolute owner of the Goods until such time as the agreed price of the Goods, and all other monies due and owing have been paid to the Company by the Customer in cash or cleared funds. Until such time the Customer shall be the bailee of the Goods for the Company and shall store them, properly insured and protected upon his premises, separately from his own Goods or those of any other person, and in a manner which makes them readily identifiable as the Goods of the Company. Until such time the Customer shall be entitled to re-sell or use the Goods in the ordinary course of business.

8.3 The Customer's right to possession of the Goods and its right to re-sell or use them shall cease at whichever is the earlier of the following dates:

8.3.1 on the expiration of the agreed period of credit, if any; or



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8.3.2 on the Customer being the subject of any one of the events listed in Clause 14 of these Conditions.

8.4 If a Receiver or Liquidator or Administrator be appointed to the Customer and at the time thereof the Customer shall not have received the proceeds of any sale of the Goods, the Customer or the Receiver or Liquidator or Administrator as agent for the Customer, shall assign to the Company within 7 days all rights against the person or persons to whom the Goods have been sold.

8.5 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been re-sold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company, and if the Customer fails to do so, immediately to enter upon any premises of the Customer or any third party where the Goods are stored and re-possess the Goods.

8.6 The Customer shall not be entitled to pledge, or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Company. If the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) immediately become due and payable.

8.7. If Condition 8.2 is held to be invalid to reserve the Company's title to the Goods delivered under the contract by reason of reservation of title until all Goods delivered to the Customer by the Company have been paid for, the ownership of the Goods shall remain with the Company until the Goods have been paid for.

## **9. INSPECTION**

9.1 The Customer shall carefully examine the Goods immediately upon receipt of the same and shall, within a reasonable time, which shall not be later than 48 hours, give notice in writing to the Company of any short or over delivery or any defects reasonably discoverable on careful examination. In the absence of receipt of such notice, the Company shall be discharged from all liability in respect of such defects or short or over delivery. In the event that the Customer establishes to the balance of probabilities that the Goods are defective, the Customer's sole remedy in respect of such defect shall be limited, as the Company may elect to the replacement of the defective Goods or refund of the price against the return of the Goods.

## **10. WARRANTY**

10.1 Save where the provisions of the Clause 8.1 of these Conditions apply, if the Customer within the time limit for claiming arbitration in these Conditions, proves on the balance of probabilities that the Goods supplied do not conform with the express terms of the contract of sale, or that seeds supplied are defective in varietal purity, or that the Services performed are defective due to faulty workmanship on the Company's part, then the Company shall at its option either replace the defective Goods free of charge to the Customer, or refund all payments made by the Customer to the Company in respect of the defective Goods or Services, or remedy the defective Services at its own cost, provided that notice of any defect shall have been given to the Company as soon as reasonably possible and in any event within the time limit stated above.

10.2 The Company's obligations under this Clause shall not extend to any Goods manufactured by third parties. In the case of such Goods the Company shall, if required to do so by the Customer in writing, use all reasonable endeavours to procure for the Customer the benefit of any warranty or guarantee provided to the Company by any such third party, apart



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from which the Company shall be under no liability whatsoever in respect of any defect in such Goods.

10.3 Save as provided in Clause 9.1 of these Conditions, the foregoing provisions of this Clause shall represent the entire liability of the Company, its employees, servants and agents, in respect of defective Goods and Services, and all other warranties conditions and liabilities as to quality fitness description or otherwise, whether statutory or at common law, are hereby excluded.

## **11. CANCELLATION AND RETURNS**

11.1 No order which has been accepted by the Company may be cancelled by the Customer and no Goods which have been supplied may be returned by the Customer to the Company except with the prior agreement in writing of the Company and on the following terms:

11.1.1 any Goods returned must be returned no more than one calendar month after the date of delivery and in any event no return of Goods will be accepted after the end of the applicable planting season, the determination of which is at the absolute discretion of the Company;

11.1.2 no Goods will be accepted for return if the Goods supplied are no longer on the Approved DEFRA List (or at the Company's absolute discretion) as at the date of return;

11.1.3 no Goods will be accepted by the Company as returned Goods unless the Goods are in their original packaging unopened and in undamaged condition; and

11.1.4 in all cases where an order is cancelled by the Customer or Goods are returned by the Customer the Customer shall pay to the Company a handling charge of 10% of the invoiced price.

## **12. LIMITATION OF LIABILITY**

12.1 Except as may otherwise be provided by this Agreement and save for death or personal injury caused by the Company's negligence, the Company shall not be liable for any loss sustained by any person or for damage to any property whatsoever or howsoever caused by a breach of contract statutory duty or in tort (including negligence), or otherwise arising directly or indirectly out of or in consequence of any act or omission by the Company, in the supply of the Goods or the performance of the Services, including without limitation, delay, loss of products, loss of profit, or liability to third parties.

## **13. INDEMNITY**

13.1 The Customer shall indemnify and hold the Company harmless against any actions claims or demands by third parties, whether arising in contract from breach of statutory duty or in tort (including negligence), or otherwise howsoever arising either directly or indirectly from:

13.1.1 the use of the Goods or Services supplied by the Company;

13.1.2 misuse of the Goods and/or of the Services supplied; or

13.1.3 any failure by the Customer to obtain any permission consents or licenses which may be necessary.



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#### **14. FORCE MAJEURE**

14.1 Neither the Company nor the Customer shall be responsible for delay in delivery of the Goods or provision of the Services or any part thereof occasioned by any act of God, adverse weather action, by Government or Government authority, whether at port, local, national or European Union level, strike, lock-out, combination of workmen, accident, breakdown of plant or machinery, power failure, crop failure or fire, provided that the party invoking this Clause dispatches written notice to the other party within 7 consecutive days of his knowledge of the occurrence, or not later than 7 consecutive days before the delivery or performance date, whichever is the later. If delivery is delayed by more than 30 consecutive days from the delivery or performance date, the party not invoking this Clause shall have the option of cancelling the delayed portion of the contract if the subject Goods are not already in course of transit, by giving to the other party written notice to that effect but shall not be entitled to any compensation in respect of such cancellation. A further extension of delivery or performance of 30 days may be mutually agreed if requested by the party invoking this clause. If delivery or performance under this Clause be prevented during the extension period, the contract or any unfulfilled part thereof shall be cancelled. Neither party shall have a claim against the other for delay or otherwise under this Clause, provided that the party invoking this Clause shall have supplied to the other if required satisfactory evidence justifying the delay or other non-performance of contractual obligations.

#### **15 INSOLVENCY**

15.1 If the Customer:

15.1.1 has a Receiver or Liquidator appointed to any of his property or business undertaking or has a petition for an administration order in respect of the property or business undertaking presented to the High Court or makes an application for a corporate voluntary arrangement; and/or:

15.1.2 announces that it is ceasing to trade; and/or

15.1.3 fails to make payment as due, suspends payment and/or notifies any of its creditors that it is unable to meet debts or that it is about to suspend payment of its debts; and/or

15.1.4 convenes calls or holds a meeting of creditors; and/or

15.1.5 being an individual trader becomes bankrupt or makes any composition or scheme of arrangement with his creditors; and/or

15.1.6 being a body corporate convenes calls or holds any meeting for the purpose of going into liquidation other than for the purpose of reconstruction, or amalgamation by the making of an order, or the passing of a resolution for winding up, then the provisions of Clauses 15.2 and 15.3 shall apply.

15.2 Notwithstanding any previous arrangements with the Company for deferred payments the full remaining price for any Goods delivered or Services supplied by the Company shall become immediately payable.

15.3 The Company shall have the right, without prejudice, to any other rights and remedies available to cancel and/or suspend or to refuse to accept any further deliveries, and/or to terminate the contract at any time after becoming aware of any of the circumstances listed in



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Clause 15.1, providing that when exercising any of the above rights, the Company informs the Customer in writing of its intention to exercise such right or rights, within 28 days after becoming aware of the relevant occurrence.

15.4 Whenever any of the rights set out in this Clause are exercised by the Company, then the Company will not be liable to pay any compensation to the Customer in respect of such exercise.

## **16. DISPUTE RESOLUTION**

16.1 All disputes arising out of the contract between the Company and the Customer shall be referred to arbitration in accordance with the AIC Rules of Arbitration current at the date of contract and available upon request from the Company.

16.2 Where arbitration has been claimed by either party in accordance with the AIC Arbitration Rules and a claim exists by either party on the manufacturer or producer of the goods in dispute, the arbitration process may be stayed to enable Court proceedings to be entered into between either party and the manufacturer and/or producer of the goods. In these circumstances, any time limit contained within the AIC Arbitration Rules or incorporated AIC Contract or any other incorporated terms and conditions will be extended by the number of days which the court action has taken.

16.3 Arbitration proceedings must be commenced:

16.3.1 within a reasonable time in respect of claims relating to seed sales to permit any necessary inspection of the growing crop by the Arbitrator(s) prior to harvest and in any event within 8 weeks from use or application.

16.3.2 in any other case within 28 consecutive days of the delivery date of the Goods or performance of the Services.

## **17 HEALTH AND SAFETY**

17.1 The Customer shall take all reasonable precautions to ensure that its employees, servants or agents shall minimise any risk of accident or risk to general health which may arise as a result of the use of the Goods supplied or Services performed by the Company.

## **18 CUSTOMER'S DUTY TO APPLY CORRECTLY**

18.1 All directions instructions warnings or notices as to applying, sowing or otherwise using the Goods contained on or in the Goods supplied to the Customer by the Company are to be complied with by the Customer in applying, sowing or otherwise using the Goods, the Company will accept no liability whatsoever for damage or loss suffered thereby whether direct or indirect where the Customer fails to comply with such directions instructions warnings or notices.

18.2 Where the Goods supplied to the Customer by the Company contain any recommendations instructions or directions as to methods of storage or in any other case where the horticultural and/or agricultural industries recognise and recommend certain means of storage for such Goods failure to comply with such recommendations instructions or directions in respect of the Goods supplied will absolve the Company from all liability whatsoever in respect of damage or loss suffered thereby whether direct or indirect.





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## **19 APPLICATION OF FERTILISER**

19.1 Where fertiliser products are to be applied to the Customer's site by the Company, the Customer shall be responsible for indicating on the site to the Company's employee agent or contractor the area to be treated immediately prior to the commencement of spreading or spraying.

19.2 The Customer shall inform the Company's employee agent or contractor, of any matters known to the Customer and not reasonably apparent to the Company's employee agent or contractor, calling for special care to avoid damage on spreading or spraying of fertiliser, and shall indemnify and hold the Company harmless in respect of all actions costs claims and demands arising from damage thereto in the event that the Customer fails to inform the Company's employee agent or contractor of any such matters, in accordance with the provisions of this Clause.

## **20 CONSUMERS RIGHTS**

20.1 No statutory right of a consumer shall be affected by any standard or special conditions.

## **B. SPECIAL CONDITIONS FOR THE SUPPLY OF SEED**

### **B1 GENERAL**

B1.1 Where a contract for the supply of seed has been concluded, Clause B ("Special Conditions For The Supply of Seed") shall be incorporated. If there is any conflict between the terms of this clause ("Special Conditions for the Supply of Seed") and the Conditions then the Conditions shall take precedence.

### **B2 AVAILABILITY**

B2.1 The supply of United Kingdom grown seeds is subject to harvest and the Company reserves the right in the event of market shortage to apportion such supplies as become available amongst its customers at its sole discretion.

### **B3 RETAIL SUBSTITUTION**

B3.1 In accordance with usual trade practice, the Company reserves the right to substitute a suitable alternative variety, and to advise the Customer prior to delivery in the event that the variety ordered is not available. If the substituted variety is not acceptable to the Customer, then the Customer must return it unopened to the Company within 14 days of receipt. The price paid and transport costs will be refunded in full to the Customer by the Company. In that event, the contract between the parties will then be deemed to be cancelled without any further liability to either party.

### **B4 LATENT DEFECTS**

B4.1 Diseases of plants can be transmitted by the wind, by insects, by animals, or by human agencies, and may be seed borne or soil borne. The Company believes the seed which is the subject of the contract, to be free from latent defects, but it is not a condition of sale, nor does the Company warrant that any seeds sold shall be free from any defect, and the Company accepts no liability in any manner whatsoever for the resultant crop.

### **B5 PLANT VARIETIES AND SEEDS ACT 1964 (AS AMENDED)**

B5.1 The price of any variety which becomes the subject of a grant of plant breeders' rights under the Plant Varieties and Seeds Act 1964 (as amended from time to time), will be adjusted to include the cost of any royalty payable to the owner of the right. If in the case of a variety



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which is already the subject of plant breeders' rights, there is any change of rate of royalty payable to the owner of the rights, the price will be adjusted accordingly.

## **B6 COMPLAINTS**

B6.1 No complaint relating to the supply of seed by the Company will be considered, unless the Customer can prove that the seed grown and alleged to have performed unsatisfactorily, was in fact the seed supplied, and that it was sown on pre-prepared ground treated carefully and correctly throughout, and subject only to such conditions as were likely to produce a favourable crop.

B6.2 Notwithstanding B6.1, any complaint relating to seed performance must be made promptly. In the event of undue delay in the making of a complaint by a Customer to the Company, and the Company suffering prejudice thereby, the Company shall be relieved of all and any liability in respect of such complaint.

B6.3 It is specifically provided and agreed that any compensation and damages payable under any claim, shall not in any circumstances amount in aggregate to more than the total value of the goods received.

B6.4 Without prejudice to Clause B6.3 the Seller shall not be liable in any manner whatsoever for any consequential losses, damage or injury, howsoever caused which may arise out of or in connection with the sale of seed.

## **B7 SEED TREATMENT**

B7.1 Where at the Customer's request any treatment, whether chemical or otherwise, is applied to the seed, the Company's only duty shall be to ensure that such treatment is carried out in the correct manner and in accordance with the instructions given by the manufacturer of the chemical in question, and the Company accepts no responsibility whatsoever for the effectiveness of such treatment, or for any damage direct or consequential which may result therefrom.

B7.2 Where the seeds have been treated with a liquid or powder to control pests or diseases or have been fumigated or pelleted, the purity and germination percentages are based on tests made before the treatment.

## **B8 REPRODUCTION OF SEED**

B8.1 Where seed is offered and sold for the production of consumer crops and not for reproduction of seeds no responsibility whatsoever can be accepted for any seed crops produced.

## **B9 STANDARDS**

B9.1 The seed supplied is guaranteed to comply at the time of delivery with the U.K. Seeds Regulations currently in force. All information, whether contained in the Company's catalogue, or given by staff relating to varieties, varietal characteristics, or periods of maturity or fitness for any particular purpose or otherwise relating to the performance of seeds, is given for general guidance only, as variations in local or climatic conditions can render such information inaccurate. 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 on as such. Buyers should satisfy themselves that any such seeds which they order are of a variety and/or mixture and performance satisfactory for their requirements and order such seeds at their own risk.

## **B10 LOOSE SMUT & BUNT**

B10.1 Although every care is taken in the selection and testing of seed it is not a condition of sale nor does the Company warrant that the seed sold is free of loose smut and bunt, and the



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Company will not accept any liability whatsoever for any damage direct or consequential which the Customer might suffer as a result of the presence of loose smut or bunt in the seed sold.

### **B11 INCORPORATION OF AIC 16/19**

B11.1 All seed is sold under the terms and conditions of the AIC 16/19 Contract or any amendment or update to that contract issued prior to the date of transaction. Where there is any contraction between the Conditions and the AIC 16/19 Contract, then the Conditions will prevail. The AIC 16/19 Contract is available on written request from the Company.

### **C. Fertiliser**

All Fertiliser is sold under the terms and conditions of the AIC 8/19 Contract or any amendment or update to that contract issued prior to the date of transaction. Where there is contradiction between the Conditions and the AIC 8/19 Contract, then the Conditions will prevail. The AIC 8/19 is available on written request from the Company.

### **D. ETI Base Code**

The Company conforms to the Ethical Trading Initiative (ETI) Base Code. Full details of the ETI Code can be found on the Company's website <https://adm-agri.co.uk/>

### **E. Modern Slavery Act 2015**

The Modern Slavery Act 2015 came into force in October 2015, the act encompasses human trafficking, slavery, servitude and forced or compulsory labour.

The Company are committed to the rights and well-being of the people who work for us and our suppliers. As such, we're committed to taking the appropriate steps to ensure that everyone who works for us benefits from a working environment in which their fundamental rights and freedoms are respected. Our company policy promotes freedom of association and clearly defines that forced labour is unacceptable. We ensure all of our employees are legally entitled to work, registered to pay the appropriate tax and National Insurance contributions and that relevant legislation relating to health and safety, Working Time Regulations, pension enrolment and minimum wage are followed.

As a valued trading partner our expectation and requirement is that your business operates and is committed to the same ethical standards as we are, ensuring the rights and well-being of your own employees and those within your own direct supply chain.

We recognise that the issue of slavery and human trafficking is a global issue and often difficult to detect; therefore, open communication with our supply chain is critical to ensure that any issues are detected and resolved. We welcome and encourage our trading partners to discuss any queries or concerns you may have relating to this legislation. If you have any questions or require any guidance relating to slavery or human trafficking, then please contact our Human Resource Department.

### **F. ANTICORRUPTION CLAUSE**

Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of



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Lindsey House, Hemswell Cliff  
Gainsborough, Lincolnshire  
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origin of the goods relating to anti-bribery and anti-money laundering (“Applicable Legislation”). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly,

- a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
  - i. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
  - ii. an officer or employee of a public international organisation;
  - iii. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation;
  - iv. any political party or official thereof, or any candidate for political office;
  - v. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or
  
- b. engage in other acts or transactions:

in each case if this is in violation of or inconsistent with the Applicable Legislation, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.

## **G. SANCTIONS AND ANTI-BOYCOTT CLAUSE**

Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively “Sanctions”). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.

The Company agrees and undertakes to the Customer that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If the Customer requires, the Company shall provide the Customer with appropriate documentation for the purposes of verifying the origin of the goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

The Customer agrees and undertakes to the Company that the goods will not be:

- (i) resold to;
- (ii) disposed of by; or



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(iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,

any country, person or entity, or for the purpose of any commercial activity, which would cause Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If the Company requires, the Customer shall provide the Company with appropriate documentation for the purposes of verifying the final destination of the goods. The Company has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause the Company or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

The Customer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause the Company or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of the Company's violation of the Sanctions.

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.

Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

## **F. DOMICILE**

This contract shall be deemed to have been made in England, and the construction, validity and performance thereof shall be governed in all aspects by English Law.

## **G. COVID-19 Infectious or Contagious Diseases Clause**

Notwithstanding the COVID-19 outbreak, both parties shall exercise due diligence in relation to the performance of their respective obligations and the Contract generally. The COVID-19 outbreak shall constitute a potential event for the purposes of any term of this Contract dealing with impediments and/or delays to performance outside the control of either party, including the prevention of shipment, force majeure and/or prohibition clauses, regardless of whether the impact of the outbreak is foreseeable or not.

This Contract shall incorporate all material terms of the charterparty with respect to COVID-19 and/or Contagious and Infectious Diseases clause.

March 2020