

CONDITIONS OF SALE

Nothing in these Conditions shall exclude or limit any liability we may have under the Consumer Protection Act 1987.

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 of representation in relation to the Goods which is binding on us or them.

Nothing in these Conditions shall affect our implied undertakings given to you under Section 12 of the Sale of Goods Act 1979.

ORDERS

All Goods are offered and sold subject to stocks being available.

All delivery dates are estimates and not of the essence of the contract between us, unless otherwise agreed in writing.

PRICES

Goods are charged at the price set out overleaf or agreed by us (plus VAT and any other applicable taxes which may become payable from time to time 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).

Unless otherwise agreed all prices are given by us on an ex works basis and where we agree to deliver the Goods otherwise than at our premises you shall be liable to pay for loading, unloading, transport, packaging and insurance.

The price of the Goods is subject to alteration by reason of the imposition of or alteration by the European Community or by the United Kingdom Government in the rates and/or manner of collection of any tax, duty, levy or any other statutory charge upon goods of this description and intended to be borne by us whether at the time of or, if the change is retrospective at any time after the date of this contract provided that the change is applicable to the date of the delivery.

In addition where the availability of any part of the Goods is restricted or prohibited or there is any alteration in the price of any part of the Goods, both circumstances being due to events or reasons outside our reasonable control, then we reserve the right to make such adjustments to our specification and/or price as we deem reasonably necessary. We shall use all reasonable endeavours to notify you of any such adjustments.

DELIVERY AND NOTIFICATION OF DAMAGE AND LOSS

Delivery of the Goods shall be made by you, collecting the Goods from our premises at any time after we have notified you that the Goods are ready for collection, or if we have agreed some other place of delivery, by us delivering the Goods to that place. You will make all arrangements necessary to receive delivery of the Goods in the manner agreed and whenever they are tendered for delivery. All Goods should be examined by you on delivery and signed for.

PALLETS

We reserve the right to charge you for all returnable pallets on which you have received Goods from us unless they are returned in good condition to us or our nominated agents within a reasonable time of delivery.

RISK

Where delivery of the goods specified is:-

(a) Ex the works of the Company, the risk of the goods shall pass to the buyer as soon as such goods are loaded on transport taking the same from the Company's works.

(b) To be effected at a designated site or place, the risk therein shall pass to the buyer upon their arrival at such site or place and before the goods are unloaded provided that the Company shall only repair or replace free of charge goods damaged or lost in transit upon such terms provided the buyer gives the Company written notification of such damage or loss within seven days of transport by the Company's vehicle or in the case of transport by carrier within such time as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit.

TITLE

The title of the goods does not pass until they have been paid in full and if they are re-sold before they have been paid for then the Company retains the right to recover the goods and/or to pursue proceeds of sale. The Company reserves the right to enter any premises where the goods may be held to recover goods that have not been paid in full and shall be deemed to have an irrevocable licence to peacefully enter such premises for this purpose such entry to be afforded upon Demand. All goods supplied are used with the express Agreement of the Company, but such Agreement may be withdrawn upon written notice from the Company if payment is withheld.

WARRANTY

We warrant that the Goods are produced within the accepted tolerance levels in accordance with our standard specification relating to the Goods, and comply with the statutory requirements applicable to them. 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.

LIMITATION OF LIABILITY

The Seller's liability to the Buyer in respect of the direct and/or indirect consequences (including but not being limited to death, injury, illness disease, loss (whether financial or otherwise) or damage (save those of death or personal injury to human beings resulting from negligence) of say any breach or non-performance of this contract, howsoever caused arising, or of negligence or of any misrepresentation or any other tort or breach of statute on the part of the Seller or its agents in connection with the goods, shall be limited to the price of the goods the subject matter of the particular consignment (save when the Agriculture Act 1970 applies and does not permit limitation).

FORCE MAJEURE

Subject to Conditions and notwithstanding any other Condition, we shall have no liability whatsoever under, or in any way related to the sale and purchase of the Goods or otherwise (whether in contract, tort, (including negligence) or otherwise) for any failure to fulfil any obligation hereunder if and to the extent that such fulfilment is prevented by circumstances beyond our reasonable control.

ARBITRATION

If any dispute arises between us in connection with the agreement and the amounts of claim or counterclaim are less than £50,000 then (a) if you are a member of the National Farmers Union of England and Wales or Scotland the dispute shall be referred to arbitration with the rules agreed between AIC Ltd and the relevant National Farmers Union (b) if you are not a member of either of the National Farmers Unions the dispute shall be referred to arbitration in accordance with the rules of AIC Ltd.

PAYMENT

Buyers without an account with the Company must pay at the time of order unless otherwise agreed in writing by the Company. Terms of payment for account customers are strictly net payable by 14th month following date of the invoice or in such written terms as may be agreed. Any discounts given are for prompt payment and will be withdrawn if payment is not received by the due date. The right is reserved to charge interest at the rate of 2% per month for any outstanding balance for each month or part thereof that payment is overdue. A credit charge of 5% is added to each invoice. This may be deducted only if payment is made by the due date. Payment of accounts may be made by credit card, however a credit charge will be levied of 2.5% irrespective of the due date.

DAMAGE

Any damage to goods received must be notified in writing to us within 24 hours of receipt of the said goods otherwise no claim can be considered.

CANCELLATION

No orders can be cancelled after the signing of this order without express agreement of the Company in writing. Should the Company agree to accept cancellation or take back goods already delivered a charge of 20% of the value of the goods will be made or greater if they are subjected to a third party cancellation charge.

STANDARDS

Seeds sold by us (which are the subject of this contract) are guaranteed to comply at the time of delivery with the EEC Seeds Regulations currently in force. All information whether contained in our catalogue or given by our staff and related to varieties varietal characteristics or periods of maturity or fitness for any particular purpose or otherwise relating the performance of seeds is given for general guidance only. (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 by us as to these matters and should not be relied on as such. Buyers should satisfy themselves that any seeds which they order are of a variety and performance satisfactory for their requirements and order such seed at their own risk.

Buyers are advised that our staff have no authority to give more than general guidance as described above to the Buyers and we disclaim 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.

LATENT DEFECT

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. We believe the seed hereby sold to be free from latent defect but is not a condition of sale nor do we warrant that any seed sold by us shall be free from such defect and we will not be responsible in any way for the resultant crop.

LOOSE SMUT

In particular and without prejudice to the generality of this paragraph, although every care is taken in the selection of seed it is not a condition of sale nor do we warrant that the seed sold is free of Loose Smut and we will not accept liability whatsoever for any damage direct or consequential which the Buyer might suffer as a result of the presence of Loose Smut in the seed sold.

SPECIAL TREATMENTS

Where specially treated or tested seed is offered our assurance is limited to the fact that the treatment or testing to the specification quoted has been carried out, beyond this assurance we cannot accept liability.

LEGAL CONSTRUCTION

The Contract shall in all respects be construed and operated as an English Contract and in conformity with English Law.

Complies with Legal Standards, this seed was certified before treatment. This seed lot has been marked prior to completion of official germination test. Preliminary germination test shows result in excess of E.E.C. standards.

Unless otherwise stated all Cereal Seed has been treated with a Dressing and should not be used for Animal Consumption. The sacks should not be used for any other grain or foodstuff intended for human or animal consumption unless thoroughly cleaned.