

Terms and Conditions of Sale

In these conditions the “Seller” shall be Mole Valley Farmers Ltd. or its Divisions, Subsidiaries and Joint Venture Companies.

The “Buyer” shall be any member, other customer, Company or organisation purchasing goods from or through the Seller

- 1. SPECIAL ORDERS:**
Goods that are specially ordered by the Seller for a Buyer may be subject to payment of a deposit which will become part of the total payment upon completion. The deposit may be forfeited in the event of cancellation that is not due to the fault of the Seller.
 - 2. PAYMENT TERMS:**
Statements of accounts will normally be rendered fortnightly and outstanding amounts will be payable by the indicated due date(s). Failure to effect payment by the due date(s) will result in interest charges being levied at the current rate of 0.0625% per day on the unpaid amount. The right is reserved to change the rate of interest if necessary subject to 28 days notice. Continued failure to pay due accounts may result in the Seller, at his absolute discretion, suspending all or part of the trading facilities of the Buyer with the Seller. Payments of account balances need to be settled by cash, cheque, valid debit card, direct payment to the Seller’s bank or direct debit.
 - 3. PRICES:**
All prices quoted by the Seller are based upon these Conditions of Sale and reflect the limitation of the Seller’s liability contained herein. For any Buyer who wishes to Contract with the Seller on terms other than these Conditions special arrangements can be made prior to sale. Such special arrangements will only be binding on the Seller if they are made in writing and signed by an authorised person for the Seller. Otherwise these Conditions shall prevail. All prices will usually be exclusive of VAT which will be added at the appropriate rate where applicable. Prices may be subject to change without notice excepting where a firm price is quoted for acceptance within a stated period of time.
 - 4. CARRIAGE:**
Carriage may be charged separately on all deliveries other than where a nett delivered price has been agreed in advance.
 - 5. DELIVERY:**
The Seller will take all reasonable steps to deliver goods or have them available when required by the Buyer but shall not be liable for any delay occasioned by the failure of others to deliver as arranged. Delivery will be to site only and will not include the means of unloading or of the positioning of the goods in any location on the site. Any assistance given by employees of the Seller shall be at the risk of the Buyer.
 - 6. HEALTH AND SAFETY:**
Buyers should be aware of the potential hazards to health and safety represented in the types of goods stored on any of the Seller’s premises. The Seller can accept no responsibility for damage or injury resulting from the activities of a Buyer. It shall be the Buyer’s responsibility to comply with any and all Regulations concerning the loading, transport and signing of any vehicle used for carrying goods or substances covered by requirements to comply with COSHH and other Regulations. Product information literature can be supplied by the Seller as required.
 - 7. SECURITY:**
The Seller will accept no responsibility for the security of vehicles and/or property of Buyers while on the Seller’s premises. Buyers may be requested to co-operate in the checking of goods against invoice(s) by staff employed by the Seller. Such a request will not imply any suspicion of wrongdoing but will be aimed at checking and improving the conduct and efficiency of the Seller’s Service to Buyers.
 - 8. TITLE:**
Title in any goods sold by the Seller shall not pass to the Buyer until payment in full of all sums due to the Seller has been made but the risk in the goods shall pass to the Buyer upon delivery or collection. In the event of non payment the Buyer will allow free access to the premises by the Seller to recover the goods.
 - 9. USE:**
No assumptions should be made by the Buyer as to the fitness of any goods for any purpose other than as specifically described by the manufacturer. Any such use or adaptation shall be at the risk of the Buyer.
 - 10. RETURNS:**
If goods are returned for any valid reason they must be accompanied by proof of purchase. The Seller will not accept the return of Animal Vaccines (P.M.L.), Medicated Feeds, frozen foods or any goods that have a short residual sell-by date in any circumstances. Other Animal Feeds in bags will only be accepted for exchange within 24 hours of purchase if the incorrect feeds have been supplied by the Seller’s staff. Goods returned for possible exchange must be unused, in resealable condition and returned within a reasonable period after the date of purchase. The Seller will not accept the return of any goods for credit or refund in any circumstances other than evident fault in goods that have not been used and where exchange is not appropriate.
 - 11. WARRANTY:**
(a) In general the Warranty on goods sold from stock by the Seller will conform to the Warranty offered by the manufacturer of the goods and will be subject to fair and proper use and maintenance of the Goods by the Buyer. It is important that the Buyer will advise the Seller promptly if the goods are faulty or if there is any query regarding their effective use.
(b) Goods that have been dismantled or otherwise interfered with or that have been improperly used or have suffered accidental damage will not be eligible for Warranty consideration.
(c) It is also conditional that any and all instructions provided by the manufacturer or supplier will have been fully and properly complied with and/or that where a latest date for effective use is stated or is relevant that it has not been exceeded.
(d) Where goods are returned under complaint after a period of use the Seller will return the goods to the manufacturer or his agent for investigation and report. This could result in the goods being either repaired or replaced as may be appropriate if the claim is accepted. If a claim of fault in the goods is not justified the Seller will either arrange for the goods to be returned to the Buyer or arrange for the goods to be repaired, if possible, with the consent and at the cost of the Buyer. The Seller will undertake to process any such returns promptly to minimise delay as far as is possible.
(e) In all instances where goods are ordered from another supplier by the Buyer for collection by or delivery directly to the Buyer but charged to the Buyer’s account with M.V.F. any Warranty shall be between the supplier and the Buyer. As the nominal Seller in such transactions M.V.F. will use all reasonable means to assist in a fair resolution of any dispute that may arise but can accept no liability for the fitness, suitability or quality of the goods selected and/or accepted by the Buyer or any cost or loss arising therefrom.
(f) Warranty on any goods manufactured, blended or packaged by the Seller and/or offered for sale under the Seller’s name shall be specific to the condition of the goods at the time of delivery and to the composition of the goods being as stated, within reasonable tolerances. No other responsibility will be accepted by the Seller for any use or storage of the goods by the Buyer or any claim for loss or damage arising therefrom unless it can be established beyond a reasonable doubt that the Seller is at fault.
(g) Warranty that will apply to the supply of Seeds by the Seller to the Buyer shall be limited to the Seeds being the variety ordered by the Buyer (or a suitable alternative variety accepted by him) and that the Seeds will comply at the time of delivery with the UK Seed Regulations currently in force. The suitability of any Seed or Variety of Seed for cultivation in any area shall be at the Buyer’s risk entirely as shall also be the fortuitous incidence of climatic and ground conditions for the successful growth of the crop and freedom from disease or pests. Seed is sold as being suitable for the production of consumer crops and not for the reproduction of seed and the Seller can accept no responsibility for any seed crops produced. The use of Seed other than in the year of supply is not recommended and shall be at the Buyer’s risk. The Buyer shall take all necessary protective precautions in the handling and use of treated seed to comply with such COSHH regulations as apply. Product information literature can be supplied by the Seller as required.
 - 12. LIABILITY:**
The liability of the Seller in any claim arising from the supply of any commodity shall be limited to the replacement of the goods or a refund of the purchase value. No liability will be accepted for any consequential loss, damage or injury whatsoever, or any other cost arising from the transaction.
- ADDITIONAL CONDITIONS APPLICABLE TO CONTRACTS AND BULK SUPPLIES**
- 13. WEIGHTS:**
The Seller will undertake to supply a valid weighbridge ticket appertaining to each bulk delivery. Where goods are supplied in bags the number and size of the bags shall be declared on the Delivery Note.
 - 14. CONSIGNMENT:**
Each consignment shall stand as a separate contract. Any dispute or failure by the Seller to make a delivery shall not entitle the Buyer to repudiate the Contract.
 - 15. DEMURRAGE:**
If there is reasonable delay in off-loading at farm or site the Buyer shall be liable for any cost to the Seller resulting from the delay. It is the Buyer’s responsibility to ensure that there is adequate access for delivery vehicles and that suitable staff and equipment for unloading are available at the time of the delivery.
 - 16. FORCE MAJEURE:**
(a) The Seller shall not be responsible for any loss or delay in supplying goods to the Buyer occasioned by circumstances beyond the reasonable control of the Seller. These circumstances shall include strikes, accidents, breakdown of machinery, loss of or damage to ocean vessel etc., or any other cause comprehended in the term “force majeure”. If delay is likely to occur for any of these reasons the Seller shall give notice

to the Buyer within seven days of the occurrence or not less than 21 days before commencement of the contract period whichever is the later. The Buyer shall have no claim against the Seller for any delay or non-fulfilment under this clause provided that the Seller has supplied the Buyer (if so requested) with satisfactory evidence justifying the delay or non-fulfilment. Where it is possible to do so the Seller shall make every endeavour to offer suitable alternative goods but shall not be bound to do so at the same price(s) as may be in the Contract.

- (b) In the event of the arbitrary imposition of import duty or levy on any goods which are the subject of a Contract the Seller reserves the right to terminate the Contract.
- (c) If under a Contract for the supply of Fertiliser(s) delivery is delayed for more than one calendar month after the expiry of the original Contract then the Buyer has the option of cancelling the delayed portion of the Contract. If delivery under this clause be prevented for an additional month the Contract shall be cancelled.
- (d) If under a Contract for the supply of Feeds delivery is delayed for a period of more than one week after the due supply date the Buyer may opt to cancel the delayed portion of the Contract. If this option is not exercised and the goods still have not been supplied at the end of one month following the due supply date the Seller may cancel the delayed portion.

17. CLAIMS:

The Buyer must arrange for the goods to be inspected as follows:

- (a) At the delivery point on arrival and before the consignment is discharged or unloaded to ensure that the goods are as ordered and are in acceptable condition. Any queries must be notified to the Seller immediately and resolved before the goods are unloaded.
Where the Buyer collects the goods it is the responsibility of the collector to inspect and accept the goods before loading.
- (b) Any defect that becomes apparent when the goods have been discharged or unloaded must be notified to the Seller by telephone without delay.
- (c) Later claims relating to latent defects must be made to the Seller immediately by telephone, followed by written confirmation within three days from the discovery of the defect. No claims for poor condition or deterioration will be accepted unless the storage facilities are adequate to maintain the goods in a stable condition.

18. SPECIAL CONDITIONS APPLYING TO STRAIGHT FEEDS:

Inasmuch as “straight” feeding stuffs are normally purchased by the Seller under the terms of a Gafta 109 contract, the following conditions shall apply:-

- “These goods are not intended for sale nor sold as being suitable for straight feeding stuffs, but only suitable for raw materials for further processing and mixture with other materials as to which no warranty is given or to be implied as to the percentage of these goods to be used in any such operation which are at the Buyer’s sole risk.”
- (i) A straight feed must not be considered as a complete ration.
 - (ii) The Buyer is entitled to claim on a pro rata basis for any shortfall from the declared nutritional value of the material e.g. protein or profat percentage.
 - (iii) The Buyer is entitled to claim in respect of any noxious or toxic admixture such as renders the material unsafe for use in animal feed.
 - (iv) The Buyer is not entitled to claim in respect of lumpiness, dustiness or colouring of material even though it may be described as “meal” or “pellets”.
 - (v) The Seller does not take responsibility for damage to Buyer’s equipment (or injury to or death of Buyer’s livestock) caused by extraneous material inadvertently supplied with straight feeds if such damage arises from the use of inappropriate equipment, lack of inspection or of proper screening facilities.
 - (vi) The Buyer is not entitled to claim for deterioration of the material in store unless the storage facilities are adequate to maintain material in a stable condition and the normal safe storage period has not been exceeded.

19. COMPLETION OF CONTRACT

- (a) The entitlement under the Contract is to the total quantity agreed, not to the total of the consignments made against each monthly allocation.
- (b) If, by the last day of the Contract period, any outstanding balance has not been called for and is within 2% of the total Contract quantity the Seller shall consider the Contract completed. If the total Contract quantity is exceeded by more than 2% after supply of the final consignment, this excess shall be charged at the current price (the current spot price for feeds) unless there are extenuating circumstances.

20. DEFAULTS:

- (a) The Seller shall hold the Buyer in default if any scheduled uptake under the Contract is delayed by the Buyer beyond seven days after the due date and the Seller reserves the right to charge the Buyer with finance and storage charges incurred on a weekly basis or part thereof.
- (b) In the event of the Buyer not accepting delivery of or collecting the Contract quantity by the last day of the Contract period (whichever is his duty under the Contract) the Seller may, at his option and after having given prior written notice by Recorded Delivery to the Buyer, sell the goods at market price. The Buyer will be liable to compensate the Seller for any resultant loss, including any reasonable expenses arising from the sale, storage and finance charges.
- (c) The Seller reserves the right to withhold the supply of goods under any contract if the Buyer defaults on any payment(s) due to the Seller within the Contract or otherwise.

ADDITIONAL CONDITIONS APPLICABLE TO KIT FORM BUILDINGS

1) THE CONTRACT

- a) An order placed with the Seller cannot be cancelled, deferred or altered by the Buyer, except by mutual agreement.
- b) Delivery dates are given in the expectation that the Seller will be able to fulfil them but time is not the essence of the contract and the Seller shall be under no liability for loss, damages or expenses suffered by the Buyer or any third party arising from failure to deliver on any specified date, time or to any place.
- c) Cancellation of orders will depend upon the amount of work done and can only be by agreement of the Seller. The Seller reserves the right to retain all or part of the initial payment to defray the cost of work done before cancellation and/or subsequent costs.

2) PRICE

- a) Price charged will be that on the date of the Order Acknowledgement and will be subject to VAT at the rate prevailing.

3) NORMAL PAYMENT TERMS

- a) Mole Valley Farmers member: 20% upon receipt of order confirmation, the balance on delivery.
Non-member: 20% upon receipt of order confirmation, the balance before delivery.
- b) The Seller reserves the right to alter the Payment Terms for particular customers.

4) RISK & TITLE

- a) The risk in the goods shall remain with the Seller until passed to the Buyer at the point of delivery. In the absence of written advice from the Buyer to the Seller as described in condition 5 below the goods shall be deemed to have been delivered and accepted by the Buyer complete and in a satisfactory condition.
- b) The Seller shall retain ownership of the goods until all sums due from the Buyer have been paid in full.
- c) In the event of a non-payment the Seller shall be allowed by the Buyer to enter the premises and remove such materials and equipment without prejudice to the Seller’s right to receive the full amount due under contract.

5) DAMAGE/LOSS

- a) The Buyer must advise the Seller in writing (otherwise than by a qualified signature on the delivery note) within seven days of the delivery, of any damage or non-delivery of part of the consignment. No claim will be considered unless the Buyer complies with the provisions of this clause.

6) DELIVERY

- a) Machinery and labour for unloading all materials delivered to site to be provided by the Buyer.
- b) The Buyer shall be responsible for the safe stacking and custody of all materials on site.

7) ACCESS

- a) The Buyer shall ensure that the site shall be accessible for all delivery vehicles and suitable for operating the Seller’s lorry mounted crane. Additional charges may be made if this is not possible.
- b) The Seller will not be responsible for injury to persons, damage to adjacent property, livestock, works or fittings above or below ground while work is in progress or at any other time.

8) BUYER’S CONTRACT

- a) These conditions shall have precedence over any conditions appearing on any document emanating from the Buyer and such Buyer conditions shall have no effect whatever unless expressly varied in writing by the Seller.

9) QUALITY & PURPOSE

- a) The goods are warranted to be in accord with the specification agreed with the Buyer in writing within normal limits of industrial quality.
- b) The Buyer shall on discovery of any defect in the goods give immediate written notice to the Seller to enable the complaint to be investigated. No liability shall attach to the Seller until this procedure has been carried out.
Any recommendations or suggestions made by the Seller is made in good faith and is for the Buyer to satisfy himself of the suitability for his own particular purpose and is deemed to have done so.