



General Terms and Conditions of Sale

Definitions

In these Conditions:-

- I. The Company means CHAPMANS AGRICULTURAL LTD
- II. The Customer means the party with whom the Company is contracting

1. GENERAL

- 1) All quotations to supply products ("the Products") and all orders therefore are accepted solely upon and subject to the following terms and conditions and all other terms warranties and conditions howsoever arising are excluded unless expressly accepted by the Company in writing. Acceptance of deliveries of the Products shall be deemed to be acceptance of these conditions.
- 2) These terms and conditions can only be altered and qualified by documents signed by a Director of the Company and setting out in full all the relevant alterations and qualifications.
- 3) Quotations are subject to availability of raw materials at the time when the order is received and will only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.

2. REPRESENTATIONS

If any statement or representation has been made to the Customer other than in the documents enclosed with the Company's quotation upon which the Customer relies the Customer must set out that statement or representation in its order and in such case the Company may confirm reject or clarify the point and submit a new quotation.

3. DELIVERY

- 1) Time for delivery is given as accurately as possible but is not guaranteed.
- 2) Unless otherwise stated in writing in the quotation or acknowledgement of order delivery shall be delivered Customers works or as specified in the Company's quotation.
- 3) The Company will endeavour to comply with reasonable requests by the Customer to postponement of delivery but shall be under no obligation to do so. Where postponement is agreed by the Company in writing the Customer shall pay all costs and expenses including a reasonable charge for storage occasioned thereby.

4) RISK AND TITLE

- 1) Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Products at the time when the Products or relevant part thereof arrive at the place of delivery.
- 2) Title to the Products or any relevant part thereof shall only pass to the Customer upon the happening of any one of the following events:-
 - I. The Customer has paid to the Company all sums due from it to the Company under the Contract and under all other contracts between the Company and the Customer
 - II. When the Company serves on the Customer notice in writing specifying that the title in the Products or such part thereof was passed.
- 3) The Company may recover Products in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company, its offices, employees and agents to enter upon any premises of the Customer for the purpose of either satisfying itself that Condition (4) below has been complied with by the Customer or of recovering Products in respect of which property has not passed to the Customer.
- 4) Until title to the Products has passed to the Customer pursuant of the terms hereof its shall possess the Products as a bailee of the Company on the terms of this Contract. If the Company so requires the Customer shall store the Products separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.
- 5) Without prejudice to the foregoing Sub-conditions and in the event that the Customer shall in the course of its business dispose of the products to a customer being a bona fide purchaser without notice of the Company's rights then the Customer shall have a fiduciary duty to the Company to account to the Company for the proceeds (which shall be kept separate and identifiable from the Customer's own monies) but may retain therefrom an excess of such proceeds over the amount outstanding under this Contract or any other contracts between the parties.

5. CANCELLATION

- 1) Cancellation of an order can only be accepted by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss or damage including loss of profit resulting to the Company by reason of such cancellation (as to all of which the Company's Auditors Certificate shall be final and conclusive) will be reimbursed by the Customer to the Company.
- 2) Products returned without the Company's consent will not be accepted for credit.

6. TOLERANCES

- 1) In the case of items requiring non-standard materials the Company reserves the right to under deliver or over deliver within plus or minus 10% unless otherwise specifically agreed with the Customer.
- 2) Where the Customer requires Products to be manufactured and supplied to a specific specification and requires certificates as to quality control then the Customer should immediately notify the Company in writing to this effect and in this event the Company shall be entitled to increase any price previously quoted or to withdraw any offer previously made by it as it in its absolute discretion thinks fit.

7. PRICES

- 1) All contracts for the supply of the Products shall be subject to fluctuation in the event of any variation in cost of labour or the cost of material or overheads between the time of quotation and time of delivery.
- 2) The prices quoted in quotations are for the total amounts shown and the Company does not undertake to agree to supply lesser quantities at the price or rates quoted.
- 3) In the event of any alteration in design or specifications being requested by the customer and agreed to by the Company the Company shall be entitled to make an adjustment of the contract price corresponding to such an alteration.

8. PAYMENT

- 1) Payment terms are strictly net cash due on or before the last day of the month following the month in which delivery was made.
- 2) In the event that payment is not made by the Customer on or before the due date for payment then the Customer shall (without prejudice to any other right of the Company) pay interest on the amount outstanding at the rate of 2% per annum above the Bank of England Minimum Lending Rate at the relevant time from the due date of payment until payment is made by the Customer.
- 3) The Customer shall not be entitled to withhold payment of any amount payable under this contract or any other contract with the Company because of any claim by the Customer disputed by the Company in respect of faulty Products or any other alleged breach of contract by the Customer nor shall the Customer be entitled to set off against any amount payable under this Contract or any other contract with the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.

9. SHORTAGE AND DEFECTS APPARENT ON INSPECTION

- 1) The Customer will have no right or claim for:-
 - I. Shortages or



II. Defects apparent on visual inspection of the Product unless:-

- a) The Customer inspects the products supplied on arrival at his premises
 - b) The Written complaint is sent to the Company within 10 days of delivery specifying the shortage or defect and a written complaint is sent to the carrier within 3 days of delivery or such longer periods as the carriers conditions permit.
 - c) The Company is given opportunity to inspect the products before any use is made thereof or any alterations interference or modifications is made thereto by the Customer.
- 2) If a complaint is not made to the Company as provided by this condition then the Products shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly.
 - 3) Where a valid complaint is made by the Customer pursuant to this condition the Company shall deliver further Products in a quantity equal to the amount of the shortage or to the number of defective Products as the case may be. The Company shall not be liable in respect of any direct or indirect costs, damages or expenses or for any consequential loss or loss of products or production incurred by the Customer by reason of any shortage or defect or in respect of any delay in the performance of the Contract on the part of the Company caused thereby.

10. GUARANTEE

- 1) Subject to the other provisions of these Conditions the conditions and warranties contained in Section 12-15 of the Sale of goods Act 1979 are to be implied into this Contract.
- 2) The Customer shall have no claim or set-off in respect of defects not apparent on inspection at the time of delivery unless:-
 - I. A written complaint is sent to the company as soon as the defect is noticed and no use made of the Products thereafter or alterations made thereto by the Customer before the Company is given an opportunity in accordance with sub-paragraph (iv) of this Condition to inspect the Products.
 - II. The complaint is sent within nine months of the date of despatch by the company as specified on the company's despatch notes.
- 3) The Company may within 15 days of receiving such a written complaint inspect the Products and the Customer is so required by the Company shall take all steps necessary to enable the Company to do so.
- 4) The Customer shall not be entitled to any claim or set off in respect of repairs or alterations undertaken by the Customer without the prior specific written consent of the Company
- 5) In the event of the condition of the Products being such as might or would (subject to these Conditions of Sale) entitle the Customer to claim damages or to repudiate the Contract (whether or not the same be apparent on inspection) the Customer shall not then do so but shall first ask the Company to rectify or supply satisfactory substitute products and the Company shall thereupon be entitled at its option to rectify or take back the defective Products and to supply satisfactory substitute products free of cost and within a reasonable time. If the Company does so rectify the Products or supply satisfactory substitute Products the Customer shall be bound to accept such rectified or substitute Products and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Products or from the delay before the defective Products are rectified or the substitute Products are delivered.

11. LIABILITY

Save where the Company has been shown not to exercise reasonable care in the manufacture and/or supply or the Products and failure results in death or personal injury the Company shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with installation or rectified or substitute Products), loss of profits, damage to property, wasted expenditure or cost of mitigation and the Customer shall fully indemnify the Company from and against all loss, damages, demands, claims, actions and proceedings which are incurred by the Company or threatened, demanded, brought or made against the Company against any person, firm or company governmental or other authority in respect thereof together with full costs and expenses incurred in relation thereto.

12. CUSTOMERS DRAWINGS

- 1) The Customer shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents, consultants or advisors are accurate, correct and suitable. Examination or consideration by the Company of such drawings, information, advice or recommendations shall in no way limit the Customer's responsibility hereunder.
- 2) The Customer shall indemnify the Company from and against all actions, claims, loss and proceedings which arise due to the manufacture of the Products to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of patent copyright registered design or design copyright or other exclusive right.

13. DIES AND TOOLS

In those cases where dies and tools, jigs or other special apparatus are necessary for the production of the Products ordered such dies and tools, jigs or other special apparatus unless supplied free issue by the Customer be and remain the property of the Company which reserves the right to use such tools and jigs or dispose of them after completion of the contract unless otherwise agreed notwithstanding any part costs paid for by the customer to the Company.

14. FORCE MAJEURE

In the event of the performance of any obligation accepted by the Company being prevented delayed or in any way interfered with either:-

- 1) Direction of government, war, industrial dispute, strike, breakdown of machinery or plant, accident fire or any other cause beyond the Company's control or
- 2) Non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the Products, the Company may at its option suspend performance or cancel its obligations under the Contract without liability for any damage or consequential loss resulting therefrom, such suspension or cancellation being without prejudice to the Company's right to recover all sums owing to it in respect of consignments delivered and costs incurred to date.

15. SUB-CONTRACTORS

The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations hereunder.

16. INSOLVENCY

If the Customer shall become bankrupt or under the provision of S.123 of the Insolvency Act 1986 is deemed to be unable to pay its debts or compounds with creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed or all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice without prejudice to any right or remedy accrued or accruing to the Company.

17. LAW AND JURISDICTION

The Contract shall be governed and interpreted according to the Law of England subject only to the jurisdiction of the English Courts.