

(THE CUSTOMER'S ATTENTION IS DRAWN TO THE PROVISIONS OF CONDITION 13.3 BELOW).

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1 INTERPRETATION

1.1 1.1 In these Conditions the following words have the following meanings:

"Charges" the charges for the Services, as set out in the Consultancy Form (if applicable) and/or as otherwise agreed between the Supplier and the Customer;

"Conditions" these standard terms and conditions as amended from time to time in accordance with Condition 2.4;

"Consultancy Form" the consultancy form relating to the Services which, if applicable, will be signed by the Supplier and the Customer;

"Contract" the Order and the Supplier's acceptance of the Order;

"Customer" the person(s), firm or company from whom the Order is received by the Supplier;

"Goods" any goods agreed in the Contract to be supplied to the Customer by the Supplier (including any part or parts of them);

"Indebtedness" any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);

"Intellectual Property Rights" any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Losses" losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);

"Order" the Customer's order for the supply of Goods and/or Services;

"Price" has the meaning given to it in Condition 11.1;

"Recommendation" any recommendation given by the Supplier to the Customer as part of the Services;

"Services" the services supplied by the Supplier to the Customer (including any Recommendations) which may be set out in the Consultancy Form (if applicable) and/or as otherwise be agreed with the Customer;

"Specification" any description or specification for the Goods and/or Services that is supplied by the Supplier to the Customer or agreed in writing by the Supplier;

"Supplier" Zantra Limited registered in Scotland (company number SC243067) whose registered office is at Westwood, Rattar Mains, Scarfiskerry, Thurso, Caithness, KW14 8XW;

"Supplier Materials" any documents or other materials, and any data or other information provided by the Supplier relating to the Goods and/or the Services; and

"Working Day" a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;

1.2.2 reference to "a person" includes a natural person, company or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;

1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.6 any words following the terms "including", "include", "in particular" or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and

1.2.7 a reference to "writing" or "written" includes faxes and email.

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

1.4 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.

2 APPLICATION OF THESE CONDITIONS

2.1 These Conditions are the only conditions upon which the Supplier is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions.

2.2 No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Order, confirmation of order or other document (whether or not any such document is referred to in the Contract) or any other terms that the Customer seeks to impose or incorporate will form part of the Contract.

2.3 All conditions (other than these Conditions), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) excluded from the Contract to the fullest extent permitted by law.

2.4 These Conditions apply to the supply of Goods and/or Services by the Supplier and any variation to these Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.

2.5 Each Order shall be deemed to be an offer by the Customer to purchase Goods and/or receive Services subject to these Conditions.

2.6 No Order shall be deemed to be accepted by the Supplier until the Supplier communicates its acceptance of the Order or (if earlier) the Supplier delivers the Goods and/or provides the Services to the Customer.

2.7 The Customer must ensure that the terms of its Order and any applicable Specification are complete and accurate.

2.8 Any quotation by the Supplier shall not constitute an offer and is given on the basis that no contract will come into existence until the Customer places an Order and the Supplier accepts that Order in accordance with Condition 2.6.

2.9 The Supplier shall not be obliged to accept any Order.

2.10 The Contract constitutes the entire agreement and understanding between the parties.

2.11 The Customer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Supplier (whether innocently or negligently) which is not expressly set out in the Contract. The Customer shall not have any claim for



innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.

2.12 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 DESCRIPTION OF GOODS AND/OR SERVICES

3.1 The Supplier may amend any Specification if required by any applicable statute or regulation, following which the applicable Specification shall be that as so amended.

3.2 All samples, illustrations, particulars of weights and dimensions, descriptive matter, specifications, figures as to performance (including, without limitation, any Specification) and advertising produced by the Supplier and any descriptions or illustrations are produced solely to describe the Goods and/or Services approximately and do not form part of the Contract.

4 QUALITY OF GOODS, STORAGE AND APPLICATION

4.1 The Supplier warrants that (subject to the other provisions of these Conditions) upon delivery, the Goods will:

4.1.1 be free from material defects in design, materials and workmanship;

4.1.2 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

4.1.3 be reasonably fit for any particular purpose for which the Goods are being purchased if the Customer had made known that purpose to the Supplier in writing and the Supplier has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of the Supplier.

4.1.4 conform in all material respects with their description in any applicable Specification.

4.2 The Supplier shall not be liable for a breach of warranty under in Condition 4.1 unless the Customer gives written notice of the breach to the Supplier, and (if the defect is as a result of damage in transit), to the carrier:

4.2.1 in the case of a defect that is apparent on normal visual inspection, within five (5) Working Days of delivery; and

4.2.2 in the case of a latent defect, within 7 days after the latent defect becomes apparent or within 28 days of application of the Goods by the Customer, whichever is earliest.

4.3 The Supplier's written notice under Condition 4.2 must contain full details of

the alleged defect (including batch numbers of any allegedly defective Goods).

4.4 The Supplier shall be afforded a reasonable opportunity and facilities to investigate any alleged claims made under this Condition 4. The Customer shall, if so requested in writing by the Supplier, promptly return any Goods (in a saleable condition) which are the subject of any alleged claim and any packaging materials securely packaged and carriage paid to the Supplier for examination.

4.5 The Supplier shall not have any liability of whatever kind:

4.5.1 for any failure of the Customer to follow, action, implement and/or heed the Supplier's advice;

4.5.2 if the Customer makes any further use of such Goods after giving notice under Condition 4.2;

4.5.3 for any defect in the Goods arising because the Customer failed to follow any instructions from the Supplier and/or the manufacturer (written or otherwise) as to the storage, handling, installation, commissioning, use, application, mixing or maintenance of such Goods or (if none were given) failed to comply with good agricultural practice;

4.5.4 if any defect in the Goods arises as a result of the Customer failing to properly, professionally and regularly monitor, manage and control and/or assess the crops (whether in the field or in storage) following the application of the Goods;

4.5.5 for any substitution by the Supplier of any materials or components not forming part of any Specification relating to the Goods;

4.5.6 for any technical information, recommendations, statements or advice furnished by the Supplier, its employees or agents not given in writing in response to a specific written request from the Customer;

4.5.7 for any variations in quantities, dimensions of any Goods or changes to their specifications or substitution of any materials or components if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified;

4.5.8 for any defect in the Goods which arises through wilful damage or the Customer's negligence; or

4.5.9 if any registrations in respect of the Goods have expired or have been revoked.

4.6 Subject to Conditions 4.2 and 4.5, if any of the Goods do not conform with any of the warranties in Condition 4.1 the Supplier shall at its option replace such Goods or refund the Price of the

defective goods in full (taking into account any rebates given) provided that, if the Supplier so requests, the Customer shall, at the Customer's expense, return the Goods or such of the Goods as are defective to the Supplier.

4.7 If the Supplier complies with Condition 4.6 it shall have no further liability for a breach of any of the warranties in Condition 4.1.

4.8 This Condition 4 shall apply in respect of any replacement Goods supplied by the Supplier under Condition 4.6.

4.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded from the Contract to the fullest extent permitted by law.

4.10 The Customer shall use and store the Goods strictly in accordance with the instructions and guidelines contained on the packaging, as specified by the manufacturers or (if none of these are available) in accordance with good agricultural practice (and these obligations shall apply from the time of completion of delivery) and optimum performance is dependent upon precisely following any such instructions and guidelines. The application of the Goods by the Customer must always be under correct conditions as specified by the manufacture of the Goods. The Customer agrees that the Supplier shall have no liability in respect of breach of the obligation in Condition 4.1 which is due in any way to the Customer's failure to fully comply with this Condition 4.10 and the Customer shall have records in safe keeping to show that it has complied with this Condition 4.10.

4.11 In the unlikely event that, having complied with these Conditions, an unforeseen reaction should occur, the Customer should contact either an agronomist or agent of the Supplier or the Supplier's head office on 01480 861066 within 24 hours of that reaction being seen so that the cause of the problem can be investigated without delay and any appropriate action taken. In such an event, the Customer must carefully preserve any unused Goods or other relevant evidence.

4.12 The Customer is responsible:

4.12.1 before applying the Goods, to read the product labels and any supplementary information relating to the Goods (including Extensions of Authorisations Minor Use (EAMUs) and Specific Off Label Approvals (SOLAs);

4.12.2 for observing and at all times following all operator, environmental and



end user safety advice which are provided with the Goods;

4.12.3 for calibrating the application machinery to be used to apply the Goods before applying the Goods and to keep written records of those calibrations;

4.12.4 for cleaning the tank and application machinery before and after use as directed by the product label and/or as directed by the Supplier and/or in accordance with good agricultural practice;

4.12.5 for obtaining and maintaining all necessary licences, permissions and consents which are required for the storage and use of the Goods, and the Supplier shall have no liability in respect of breach of the obligations in Condition 4.1 which is due in any way to the Customer's failure to fully comply with this Condition 4.12.

5 DELIVERY OF GOODS

5.1 Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Supplier's premises or such other location as may be advised by the Supplier prior to delivery.

5.2 Delivery of the Goods shall be complete when:

5.2.1 in the case of collection from the Supplier's premises (or collection from such other delivery location determined under Condition 5.1), the Goods have been loaded at the Supplier's premises (or any other delivery location); and

5.2.2 in the case of delivery to the Customer's premises (or delivery to such other delivery location determined under Condition 5.1), the Goods have been unloaded at the Customer's premises (or any other delivery location).

5.3 Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate only and time for delivery is not of the essence. If no dates are so specified, delivery will be within a reasonable time.

5.4 The Supplier shall not be liable for any delay in delivery of the Goods caused by the Customer failing to comply with any Condition.

5.5 If for any reason the Customer fails to take delivery of any of the Goods on the due date (or if the Supplier is unable to deliver the Goods within that period because the Customer has not complied with any Condition):

5.5.1 completion of delivery of the Goods will be deemed to have taken place at 9.00am on the next Working Day following the expiry of that period;

5.5.2 the Goods shall be at the risk of the Customer from the time specified in Condition 5.5.1;

5.5.3 without prejudice to any other rights or remedies it may have, including its rights under Condition 5.5.4, the Supplier may store the Goods until actual delivery and the Customer will be liable for all related costs and expenses (including for storage, redelivery and insurance); and

5.5.4 without prejudice to any other rights or remedies it may have, if the Customer has not taken delivery of those Goods within seven (7) days from the time specified in Condition 0, the Supplier may resell or otherwise dispose of part or all of those Goods.

5.6 The Supplier may require the Customer to return (at the Supplier's expense) any packaging materials and, if so, the Supplier shall notify the Customer and the Customer shall make such packaging materials available for collection at such times as the Supplier shall reasonably request.

5.7 If the Supplier delivers to the Customer a quantity of Goods of up to 10% more or less than the quantity ordered, 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 all the Goods delivered (including any such excess) and the Price shall be adjusted pro-rata.

5.8 The Supplier may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Customer to reject the other instalments.

5.9 The Customer shall not resell the Goods in any packaging other than the packaging in which the Goods were delivered to the Customer and shall not alter or damage that packaging in any way whatsoever and the Customer shall indemnify and keep indemnified the Supplier in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Supplier or for which the Supplier may become liable arising out of or in connection with any claim made against the Supplier as a result of the Customer failing to comply with this Condition 5.9.

5.10 Where relevant, the Customer shall be responsible for obtaining, at its own cost, such licences, registrations, permits or approvals in relation to the Goods as are necessary or advisable for the importation of the Goods into that particular country or territory. If required by the Supplier, the Customer shall make all such licences, registrations, permits or approvals available to the Supplier.

5.11 It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export or resale of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported. Where necessary, the Customer shall inform the Supplier at a reasonable time before delivery of any documents which it is necessary for the Supplier to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

5.12 Goods can be returned at the Buyer's cost if they are returned in good and saleable condition. A credit note equal to the price paid for the Goods will be issued if the Goods are returned with 30 days of delivery.

6 NON-DELIVERY OF GOODS

6.1 The quantity of any consignment of Goods as recorded by the Supplier upon despatch from the Supplier shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

6.2 The Supplier shall not be liable for any non-delivery of Goods caused by the Customer failing to comply with any Condition.

6.3 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

7 RISK AND OWNERSHIP

7.1 The Goods shall be at the risk of the Customer from the time of completion of delivery.

7.2 Ownership of the Goods shall not pass to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 the Goods; and

7.2.2 all other sums which are, or which become, due to the Supplier from the Customer on any account.

7.3 From completion of delivery until ownership of the Goods has passed to the Customer, the Customer must:

7.3.1 hold the Goods as the Supplier's bailee on a fiduciary basis;

7.3.2 store the Goods (at no cost to the Supplier) separately from all other goods



- of or in the possession of the Customer in such a way that they remain readily identifiable as the property of the Supplier;
- 7.3.3 not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.4 maintain the Goods in satisfactory condition;
- 7.3.5 keep the Goods insured on the Supplier's behalf for the full Price against all risks to the reasonable satisfaction of the Supplier and on request produce to the Supplier the policy of insurance;
- 7.3.6 hold the proceeds of the insurance referred to in Condition 7.3.5 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
- 7.3.7 inform the Supplier immediately if there occurs, or if the Supplier knows there is about to occur, any of the events referred to in Condition 15.2; and
- 7.3.8 give the Supplier such information relating to the Goods as the Supplier may from time to time require.
- 7.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
- 7.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- 7.4.2 any such sale shall be a sale of the Supplier's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.5 If, before ownership of the Goods has passed to the Customer in accordance with Condition 7.2:
- 7.5.1 there occurs any of the events referred to in Condition 15.2; or
- 7.5.2 the Supplier reasonably believes that any of the events referred to in Condition 15.2 is about to occur; or
- 7.5.3 the Customer fails to observe or perform any of its obligations under the Contract or any other contract between the Customer and the Supplier; or
- 7.5.4 the Customer encumbers or in any way charges any of the Goods, the Supplier may, subject to Condition 7.6 and without limiting any other rights or remedies it may have, give notice to the Customer requiring it promptly to deliver up the Goods, failing which the Supplier may enter any premises of the Customer or of any third party where the Goods are held for the purpose of recovering the Goods.
- 7.6 The Supplier shall not be entitled to give notice under Condition 7.5 in respect of such of the Goods as have been resold in accordance with Condition 7.4 or irrevocably incorporated into another product.
- 7.7 The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.
- 7.8 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 8 SUPPLY OF SERVICES**
- 8.1 The Supplier shall use its reasonable endeavours to meet any performance dates for the performance of the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services
- 8.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 8.3 The Services shall be performed at the Customer's place of business or at such other place of performance as is specified or agreed by the Supplier in writing prior to performance of the Services.
- 8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8.5 In respect of any Recommendation given to the Customer:
- 8.5.1 any Recommendation shall only be binding on the Supplier (and may only be relied on by the Customer) if it is provided to the Customer in writing;
- 8.5.2 any Recommendation is given in light of the conditions (relating to the crops, crop variety, weather, field and soil) at the time the Supplier visits the Customer's premises to make the Recommendation and, as such, the Recommendation is subject to change as the conditions change. The Recommendation should be reviewed by the Customer prior to any products, relating to the Recommendation, being applied to the soil and/or crops. In particular, if the application of products is delayed beyond the latest timing or growth stage as detailed within the Recommendation, the Customer should contact the Supplier (or the Supplier's agronomist or agent) for further advice before applying the products;
- 8.5.3 a Recommendation given for a particular year's crop and/or soil conditions may not be suitable for similar crops and/or soil conditions in any future year. The Customer should consult with an agronomist before applying any similar treatment to a different year's crops and/or soil;
- 8.5.4 whilst the Supplier's agronomist or agent gives Recommendations based on experience and training and from observations made concerning the crop at the time of the Supplier's agronomist's or agent's visit, there may be information available to the Customer to which the Supplier's agronomist or agent is not a party. No liability will be accepted by the Supplier for any Recommendation given where the Recommendation is based on incorrect or incomplete information given to the Supplier or its agronomist or agent by the Customer; and
- 8.5.5 the Supplier shall not be liable for any advice and/or recommendations given by third parties.
- 8.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded from the Contract to the fullest extent permitted by law.
- 9 EXTENSIONS OF AUTHORISATIONS MINOR USE (EAMUS) AND SPECIFIC OFF LABEL APPROVALS (SOLAS)**
- 9.1 This Condition 9 applies:
- 9.1.1 where the Goods are intended for use under Extensions of Authorisations Minor Use (EAMUs) or Specific Off Label Approvals (SOLAs) and/or;
- 9.1.2 where the Customer has received Recommendations in relation to use of product(s) under Extensions of Authorisations Minor Use (EAMUs) or Specific Off Label Approvals (SOLAs).
- 9.2 The Customer agrees and warrants to the Supplier as follows:
- 9.2.1 prior to purchasing the product(s) the Customer has obtained a copy of the correct EAMU/SOLA relating to the product(s) and has satisfied itself about the efficacy and conditions of use of the product(s);
- 9.2.2 provided that the Recommendations made by the Supplier (or its agronomists or agents) is/are within the terms of the relevant EAMU/SOLA then, subject to Condition 13.2, the Supplier shall have no liability to the Customer in relation to any damage whatsoever arising from the use of the product(s) and the Customer shall indemnify the Supplier or any agent of the Supplier in respect of all Losses arising out of or in connection with the Customer's use of the product(s).
- 10 CUSTOMER'S OBLIGATIONS**
- 10.1 The Customer shall:
- 10.1.1 co-operate with the Supplier in all matters relating to the Services;
- 10.1.2 provide the Supplier, its employees, agronomists, agents, consultants and sub-contractors with access to the Customer's



premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

10.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that the information is accurate;

10.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

10.1.5 keep and maintain all Supplier Materials at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

10.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

10.2.1 the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

10.2.2 the Supplier shall not be liable for any costs or losses or damages sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Condition 10.2; and

10.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer's Default.

11 PRICE AND CHARGES

11.1 The price for the Goods ("**Price**") shall be the price which the Supplier has agreed with the Customer.

11.2 The Supplier may, by notice to the Customer given no later than 1 (one) Working Day before completion of delivery, increase the Price to reflect any increase in the cost of the Goods due to:

11.2.1 any request by the Customer to change the delivery date, the delivery location, quantity, Specification or type of Goods ordered; or

11.2.2 any delay arising from the inaccuracy or inadequacy of, or failure

to provide, requisite instructions or information reasonably required from the Customer by the Supplier to perform its obligations under the Contract.

11.3 The Price and the Charges are stated exclusive of value added tax ("**VAT**"), which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.

12 PAYMENT

12.1 The Supplier may invoice the Customer for the Goods on or at any time following completion (or deemed completion) of delivery.

12.2 The Supplier may invoice the Customer for the Charges in accordance with the Consultancy Form, and if invoicing arrangements are not set out in the Consultancy Form or if the Consultancy form is not applicable, the Supplier may invoice the Customer on or at a time after completion of the Services.

12.3 The Customer shall pay any invoice in full by the due date for payment as stated on the invoice, and if no due date is specified, within 28 days of the date of the invoice.

12.4 Time for payment shall be of the essence.

12.5 No payment shall be deemed to have been received until the Supplier has received cash or cleared funds.

12.6 All amounts payable to the Supplier under the Contract shall become due immediately upon termination of the Contract despite any other provision.

12.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.

12.8 Without prejudice to any other right or remedy, the Supplier reserves the right to set off any amount owing at any time from the Customer to the Supplier against any amount payable by the Supplier to the Customer.

12.9 If the Customer fails to pay the Supplier any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the rate of interest as specified in the Late Payment of Commercial Debts (Interest) Act 1998 (or within such other legislation which amends or supersedes the Late Payment of Commercial Debts (Interest) Act 1998).

13 LIMITATION OF LIABILITY

13.1 Subject to Condition 4, the following provisions of this Condition 13 set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.

13.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:

13.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

13.2.2 for fraud or fraudulent misrepresentation;

13.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979;

13.2.4 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

13.2.5 arising in respect of a defective product by virtue of the Consumer Protection Act 1987; or

13.2.6 for any act, omission or matter, liability for which may not be legally excluded or limited.

(The Customer's attention is drawn to the provisions of Condition 13.3 below)

13.3 Subject to Condition 12.2:

13.3.1 the Supplier's total liability to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed the total sum of the Price and, where applicable, the Charges; and

13.3.2 the Supplier shall not have any liability to the Customer, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

13.4 In relation to the Services, the Supplier is providing the Customer with recommendations, opinions and possible solutions which are based on information provided by the Customer and the conditions (relating to crops,



crop variety, weather, field and soil) at the time the Services are provided. As such, because any recommendation, opinion and possible solution is subject to change as the conditions change, subject to Condition 13.2, the Supplier shall not be liable to the extent that such recommendations, opinions and possible solutions are relied upon by the Customer.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All rights, including any copyright or other Intellectual Property Rights, in any Supplier Materials shall, unless otherwise agreed in writing between the Customer and the Supplier, belong to the Supplier, subject only to a licence in favour of the Customer to use the Supplier Materials for the purposes of receiving the Goods and/or the Services.
- 14.2 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier, subject only to a licence in favour of the Customer to use the products of the Services for its own business purposes.

15 CUSTOMER CAPACITY AND SOLVENCY

- 15.1 If there occurs any of the events referred to in Condition 15.2, or the Supplier reasonably believes that any of the events referred to in Condition 15.2 is about to occur, the Supplier may give notice to the Customer, following which, without limiting any other rights or remedies it may have:
- 15.1.1 it may, without incurring any liability to the Customer, cancel or suspend any further deliveries or any further performance under the Contract or under any other contract with the Customer;
- 15.1.2 all outstanding amounts in respect of Goods the delivery of which is complete (or deemed to be complete) shall become immediately due;
- 15.1.3 all outstanding Charges in respect of Services which have been completed by the Supplier and/or provided to the Customer shall become immediately due; and
- 15.1.4 it may, without incurring any liability to the Customer, by notice to the Customer, terminate the Contract.
- 15.2 For the purposes of Conditions 7.3.7, 7.5.1, 7.5.2 and 15.1, the relevant events are:
- 15.2.1 the Customer commits a material or persistent breach of the Contract;
- 15.2.2 the Customer is in the reasonable belief of the Supplier, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its

inability) to pay its debts as they fall due or stops or suspends payment of any of its debts (or (being a partnership) has any partner to whom any of the foregoing apply);

15.2.3 any of the Customer's Indebtedness is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;

15.2.4 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Customer's assets and is not discharged or stayed within twenty one (21) days;

15.2.5 the Customer begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its Indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;

15.2.6 a moratorium is declared, or in any event comes into existence, over any of the Customer's Indebtedness;

15.2.7 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken whether by the Customer or any third party for, or which may lead to:

a) the suspension of payments, winding up, dissolution, administration, receiverships (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Customer;

b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Customer or any of its assets; or

c) (where the Customer is an individual) bankruptcy, an individual voluntary arrangement or debt relief order;

15.2.8 any event similar to any of those set out in Conditions 0 to 0 occurs in relation to the Customer (including in any jurisdiction to which it is subject);

15.2.9 the Customer suspends or ceases to carry on (or threatens to

suspend or cease to carry on) all or a material part of its business;

15.2.10 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical) is incapable of managing his own affairs or becomes a patient under any mental health legislation; or

15.2.11 the financial position of the Customer deteriorates to such an extent that in the reasonable opinion of the Supplier the capability of the Customer adequately to fulfil its obligations under the Contract has been placed in jeopardy.

15.3 On termination of the Contract or any part of it for any reason, the Customer shall immediately return to the Supplier all Supplier Materials. If the customer fails to do so the Supplier may (without limiting any other rights and remedies it may have) enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.4 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Customer existing at termination.

15.5 Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

16 CONFIDENTIALITY

16.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, report or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Condition 16.1 as though they were a party to the Contract. The receiving party may also disclose such of the disclosing



party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This Condition 16 shall survive termination of the Contract.

17 ASSIGNMENT

- 17.1 The Supplier may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 17.2 The Customer shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Supplier.

18 FORCE MAJEURE

- 18.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.
- 18.2 If the performance of any of the Supplier's obligations under the Contract are delayed or prevented as described in Condition 18.1 for a continuous period of sixty (60) days, the Supplier may terminate the Contract, without liability to the Customer, by giving notice to the Customer.

19 COMMUNICATIONS

- 19.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally or sent by pre-paid first class post or other next working day delivery service (or pre-paid registered airmail if overseas), or by commercial courier, fax or email.
- 19.2 A notice or other communication shall be deemed to have received:
 - 19.2.1 if delivered personally, when left at the address referred to in Condition 19.1;
 - 19.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9am on the second Working Day after posting;
 - 19.2.3 if sent by pre-paid registered airmail, at 9am on the fifth (5) Working Day after posting;
 - 19.2.4 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 19.2.5 if sent by fax or email, one Working Day after transmission.
- 19.3 This Condition 19 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

20 GENERAL

- 20.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Customer shall not have, nor represent that it has, any authority to make or enter into any commitments on the Supplier's behalf or otherwise bind the Supplier in any way.
- 20.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Supplier's rights or remedies under any other provision of these Conditions (or the exercise thereof).
- 20.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability

shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

- 20.4 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 20.5 A failure to exercise, or delay in exercising a right, power or remedy provided to the Supplier by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 20.6 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 20.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and, subject as provided below, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter. Nothing in this Condition shall limit the right of the Supplier to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

1 August 2014

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