

STANDARD TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

1.1 In these conditions of sale the following words shall have the following meanings:-

"Company"	Henry Alty Limited (company number 00105398)
"Customer"	The person, firm or company with whom the company makes the contract and which expression shall include (jointly and severally) any principal on whose behalf the Customer orders Goods.
"Contract"	Any contract formed between the Customer and the Company for the sale and purchase of the Goods.
"Delivery"	The delivery of the Goods by the Company whether by way of delivery by or for and on behalf of the Company, direct delivery by a supplier on behalf of the Company or otherwise.
"Intellectual Property Rights"	The full benefit of all patents, trade and other marks, registered designs (and applications for and rights to apply for the same). Copyrights, trade and business names, inventions, discoveries, improvements designs, techniques, computer programs and other confidential processes and Information.
"Order"	Any order placed with the Company by the Customer from time to time.
"Goods"	The goods or any part thereof which are to be supplied by the Company pursuant to the Contract.
"Specification"	Any technical or other description (whether as to quantity, quality, price, weight or otherwise) of the Goods shown or referred to in the Contract and any performance schedules and/or other characteristics and details contained, mentioned or referred to therein or prepared in accordance therewith.

1.2 These conditions are the only conditions upon which the Company is prepared to deal with the Customer and they shall govern this Contract to the entire exclusion of any other terms and conditions referred to by the Customer or contained in any order, acceptance or quotation or otherwise brought to the notice of the Company.

1.3 All orders shall be deemed to be an offer by the Customer or purchase Goods pursuant to these Conditions and acceptance of Delivery shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

1.4 The Company's employees or agents are not allowed to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any representations which are not so confirmed. In respect of the sale of Agro-chemicals only BASIS qualified employees can give representation on behalf of the Company.

1.5 Any reference in these Conditions to any statutory provision shall be constructed as a reference to that provision as amended or re-enacted at the relevant time.

1.6 The headings are for convenience of reference only and shall not affect their interpretation.

2. QUOTATIONS

Quotations are not offers and may be withdrawn or varied at any time prior to acceptance by the Company of the Customer's Order for the Goods being the subject of the quotation.

3. ORDERS AND SPECIFICATIONS

3.1 The Company is to be presumed ignorant of any special purpose or matter for which the Goods are required or any special conditions under which they are to be used unless the Customer informs the Company in writing of that special purpose or matter or those conditions before the Contract is made. Any intended purpose, matter or conditions of use which are not obvious from the nature of the Goods or their description in the Contract is to be regarded as special for the purposes of this Clause.

3.2 Where the Company recommends Goods to meet the Customer's specific requirements, the Company shall be entitled to assume that the Customer has given to the Company all relevant information as to the requirements and circumstances of its intended use for the Goods. Provided that the Company's recommendation is a reasonable one to make on those assumptions the Customer shall bear the risk that the Goods supplied may prove unsuitable for its purposes under the actual conditions of their application, use or storage.

3.3 The Company expressly reserves the right (but accepts no obligation) to make such changes in the Specification of the Goods as are necessary to ensure that the Goods conform with any applicable statutory requirements.

4. PRICE AND PAYMENT

4.1 The Company reserves the right to vary the price of the Goods prior to acceptance by the Customer of any Quotation.

4.2 All prices are (unless otherwise stated) quoted net of VAT, or any other taxes, imposts or duties payable from time to time in respect of the Goods. Any such taxes, imposts or duties shall be payable by the Customer in addition to the purchase price of the Goods and any other sums due to the Company from the Customer.

4.3 The Company shall have the right in respect of any uncompleted portion of the Contract to adjust its prices for any increases in the cost of materials, parts, labour, transport, changes in work or delivery schedules or quantities taxes, or currency fluctuations affecting the Company or its suppliers.

4.4 Customer accounts are opened subject to approval of satisfactory references and (unless otherwise agreed by the Company in writing) the terms of payment shall be net cash monthly account due and payable on the last day of the month following the month in which Goods were dispatched or would have been dispatched save for postponement otherwise than due to default of the Company. The Company shall be entitled to submit its invoice with its delivery advise note or at any time thereafter save that where Delivery has been postponed at the request of or by the default of the Customer, the Company may then submit its invoice at any time after the Goods are ready for Delivery or would have been ready for the request or default of the Customer.

4.5 Where Goods are delivered by instalments the Company may invoice each instalment separately.

4.6 The Customer shall not be entitled to withhold or set-off payment for Goods delivered for any reason whatsoever.

4.7 In the event of any payment becoming overdue or credit limit exceeded on any account whatsoever then, without prejudice to any other right or remedy available to it the Company may:-

- (a) terminate the Contract and/or any other contract between the Customer and the Company; and/or
- (b) suspend any further delivery under the Contract or any other Contract between the Customer and the Company and/or;
- (c) charge interest from the date the sum becomes due until that date that the sum is paid at the rate of 2% per month on any balance outstanding.

4.8 Time of payment shall be of the essence of the Contract and the Customer shall indemnify the Company against any legal or other expenses incurred by the Company in the collection of any outstanding payment on any account whatsoever.

5 DELIVERY

5.1 Delivery of the Goods shall be made to the Customer's address as stated in the Contract or, if the Goods are to be collected by the Customer, upon such collection from the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection.

- 5.2 Any dates quoted by the Company for Delivery of the Goods are approximate only and the Company shall not be liable for any loss or damage whatsoever due to delay in Delivery of the Goods howsoever caused. Time of Delivery shall not be of the essence of the Contract. The Goods may be delivered by the Company to the Customer in advance of any quoted Delivery date upon giving reasonable notice to the Customer.
- 5.3 The date of Delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer as shall be requested by the Company. Alterations made by the Customer after the date of the Customer's Order in specification or quantities required may result in a delay in delivery and, if reasonably practicable, the approximate length of any such delay shall be notified to the Customer.
- 5.4 The Company will endeavor to comply with any reasonable requests by the Customer for postponement of Delivery but shall be under no obligation to do so and the Customer shall pay all reasonable and proper costs and expenses arising from such postponement.
- 5.5 The Company may affect Delivery by instalments in which case these Terms and Conditions shall apply to each instalment as though a separate contract and any failure of defect in any one Delivery will not entitle the Customer to repudiate the Contract as a whole.

6. RISK AND TITLE

- 6.1 Risk of damage to or loss of the Goods shall pass to the Customer:-
- (a) in the case of Goods to be delivered otherwise than at the Company's premises at the time of Delivery; or
- (b) in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection.
- 6.2 Until all sums due under this Contract or any other contract have been paid in full by the Customer to the Company the whole right, title and interest, both legal and equitable in and to the Goods shall remain with the Company and the Customer shall keep the Goods as the Company's fiduciary agent and bailee in good and substantial repair and condition, properly stored, protected and insured in such a way that they are identifiable as the property of the Company and are separate from all other goods of the Customer. Until that event the Customer shall be entitled to use or re-sell the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods (whether tangible or intangible and including insurance proceeds).
- 6.3 As all or any of the Goods or some part of constituent of them may have been purchased by the Company under a contract containing a provision reserving title of other property right therein to the vendor thereof the Company shall be liable to transfer to the Customer only such title as the Company may itself have in the Goods.

7. CARRIAGE

Unless otherwise specified prices quoted exclude Delivery to destinations in the United Kingdom in which case the Company will select the mode of transport with due regard to urgency and cost. The entire cost of any mode of transport to destinations in the United Kingdom shall be borne by the Customer.

8. WARRANTIES

- 8.1 The Customer is deemed to have inspected the Goods on Delivery and unless the Company is immediately notified in writing of the details of any storage, loss or damage, the correct quantity and quality of Goods will be deemed to have been delivered and no claim based on any defect in the quantity or damage to the quality of the Goods which is made subsequently will be considered.
- 8.2 All other conditions and warranties, express or implied by statute, common law or otherwise are hereby excluded except those which by statute may not be excluded PROVIDED THAT nothing in these conditions shall affect the statutory rights of the Customer dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977).

9. LIMITATION OF LIABILITY

- 9.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any misrepresentation, or breach of any implied warranty, condition or other term, or breach of any duty at common law or under the express terms of the Contract, for any direct loss or expense and/or any indirect loss or expense suffered by the Customer or liability to third parties incurred by the Customer and or for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in the Conditions AND THE CUSTOMER'S ATTENTION IN PARTICULAR DRAWN TO THE PROVISIONS IN THIS CLAUSE 9.
- 9.2 Without prejudice to Clause 9.1 or to the Company's other rights hereunder the Company's total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from the Company's negligence or otherwise) shall not in any event exceed the Contract price for the Goods.

10. TERMINATION O CONTRACT

The Company shall be entitled to terminate the Contract and/or any other Contract with the Customer forthwith by notice without prejudice to any of its other rights:-

- (a) if the Customer (whether under this or any other Contract between the Customer and the Company) is overdue with any payment or commits any breach of Contract which is incapable of remedy or which if the same be capable of remedy it fails to remedy within 7 days of the Company's written notice so to do; or
- (b) if any distress or execution shall be levied on the Customer's assets, or if the Customer shall make any arrangement or compensation with creditors or commit an act of bankruptcy or if any petition or receiving order in bankruptcy or administration order shall be presented or made against the customer or if the Customer is a limited company and any resolution or petition to wind up the same (other than for the purposes of solvent reconstruction or amalgamation) shall be passed or served or an administration order be made if a receiver or administrator be appointed of the Customer's assets and undertaking or any part thereof; or
- © if, in the opinion of the Customer, serious doubts arise as to the solvency of the Customer.

11. FORCE MAJEURE

The Company shall have no liability to the Customer in the event of non-delivery or delay in delivery of the whole or any portion of the Goods caused directly or indirectly by act of god, weather, war, terrorism, acts of Government, strikes or lockouts, fire, breakdown of machinery, non-delivery or delay in delivery by the Company's suppliers of goods or materials required, shortage of transport, general shortage of materials and restrictions in the use of power, or any other cause beyond the Company's complete control. In the event of any delay in Delivery due to any of the aforesaid causes the time for Delivery shall be extended to the extent of the delay caused.

12. INTELLECTUAL PROPERTY RIGHTS

All and any intellectual Property Rights in any brochures or literature relating to the Goods belong to the Company and the Customer may not use or infringe any of the Intellectual Property Rights without prior written consent of the Company.

13. CATALOGUES

The description of goods in any catalogues used by the Company is given by the way of identification only and the use of such descriptions shall not mean that a sale under this contract is a sale by description.

14. LEGAL

The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the High Court of Justice in England.