

## MOLE AVON TRADING LIMITED

### STANDARD TERMS & CONDITIONS OF CREDIT

In these conditions, the "Seller" shall be Mole Avon Trading Ltd. The "Buyer" shall be any shareholder, member, other customer, Company or organisation purchasing goods from or through the Seller.

#### 1. PAYMENT TERMS.

Full payment is payable on purchase unless credit has been previously agreed with the seller.

Where credit is available, statements of account will normally be rendered on a calendar-month basis and unless otherwise agreed will be payable by the 25th of the following month.

Failure to effect payment by the due date(s) will result in interest charges being levied at the current rate of up to 0.05% per day (20.0% APR) 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 the Seller's absolute discretion, suspending all or part of the trading facilities of the Buyer with the Seller.

The Seller shall not be bound to give up possession of the Products until it has received payment, and the Seller shall be deemed to have made a sufficient tender of the Products if it shall notify the Buyer that the Products are ready for despatch subject to payment.

The failure of the Buyer to pay any part of the price of the Products in due time shall be a breach of condition entitling the Seller to treat that failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach.

Invoices & Statements of due payments will be sent to you via the email address provided in your account application.

#### 2. 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.

#### 3. 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.

#### 4. 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.

#### 5. 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 selected items including animal medicines, Medicated Feeds, body protectors, riding hats, frozen foods or any goods that have a short residual sell-by date in any circumstances. Goods returned for possible exchange must be unused, in resalable 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.

#### 6. WARRANTY

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. 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.

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.

In all instances where goods are ordered from another supplier by the Buyer for collection by

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directly to the Buyer but charged to the Buyer's account. Any Warranty shall be between the supplier and the Buyer. As the nominal Seller in such transactions Mole Avon Trading 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.

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. The use of Seed other than in the year of supply is not recommended and shall be at the Buyer's risk.

#### 7. 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.

#### 8. FORCE MAJEURE

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". 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.

#### 9. ALTERATION TO TERMS

The company reserves the general right to alter the Terms & Conditions of Sale from time to time.

#### 10. NOTICES

Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) second-class post, or (iv) electronic mail to the party's address specified in this agreement.

Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth Business Day after mailing it.

#### 11. DATA

Any personal data relating to you gathered by us in the registration process or during your use of our services will only be used in accordance with our Privacy Policy, details of which can be found on our website [www.moleavon.co.uk](http://www.moleavon.co.uk). By signing this form you acknowledge that we can use the information in these ways: To provide quotations, sales, orders and sales invoices, monitoring purchase preferences, administering the credit account, including recording of conversations when taking payment. We will collect information which is legally required, but we will not collect any personal data from you that we do not need. We have data protection procedures in place to oversee the effective and secure processing of your personal data. All the personal data we collect, whether this is retained in paper files or on computer systems, is processed in the EU.