

WORLDLINK LIMITED

CONDITIONS OF SALE

The Client's attention is drawn in particular to the provisions of clause 9.

1. Interpretation

1.1 In these Terms:-

"Client" means the individual farming client, farming partnership, company or other legal entity which places an Order for the Goods with the Company;

"Company" means Worldlink Limited;

"Contract" means the contract between the Client and the Company for the sale and purchase of the Goods pursuant to these Terms;

"Delivery Point" means the place stated in the Order to which the Goods are to be delivered;

"Goods" means the goods (or any part of them) stated in the Order which the Company is to purchase and sell in accordance with these Terms;

"Group" means, in relation to the Company, the Company, any subsidiary or holding company or parent company from time to time of the Company and any subsidiary from time to time of a holding company of the Company. Each company in a Group is a member of the Group.

"Order" means the Client's order;

"Price" means the price of the Goods as set out in the Order, together with any arrangement fee payable to the Company;

"Supplier" means any third party supplier with whom the Company may contract to supply the Goods;

"Terms" means these standard terms of sale and includes any special terms agreed in writing between the Client and the Company.

2. Entire Agreement

2.1 These Terms contain the whole agreement between the parties who confirm that they have not entered into the Contract in reliance on any representations that are not expressly incorporated in these Terms. These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

3. Basis of Sale

3.1 The Company shall sell and the Client shall purchase the Goods in accordance with these Terms which are applied to all Contracts to the exclusion of all other conditions including any conditions which the Company may purport to apply under any purchase order confirmation or similar document.

3.2 All Orders for Goods shall be deemed to be an offer by the Client to purchase the Goods pursuant to these Terms.

3.3 No Order submitted by the Client shall be binding on the Company unless and until accepted either in writing or otherwise by the Company.

3.4 Any variation to these Terms (including any special conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

4. Specifications

4.1 The Client shall be responsible for ensuring the accuracy of any Order and providing any necessary information within a sufficient time to enable the Company to perform the Contract in accordance with these Terms.

4.2 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Order.

4.3 Where, in order to fulfil the Order, the Goods are to be purchased by the Company from any Supplier, the Client shall fully indemnify the Company and keep the Company fully indemnified against all liabilities, losses, damages, claims, costs and expenses awarded against or incurred by the Company under any contract with any Supplier, or paid or agreed to be paid by the Company in settlement of any claim pursuant to such contract. This clause 4.3 shall survive termination of the Contract.

4.4 The Company reserves the right to make any changes, or order any Supplier to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

4.5 No Order may be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall fully indemnify the Company against all losses (including loss of profit and loss of revenue and loss of business), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation, including any applicable costs, penalties or fees which the Company may be liable for under a separate contract with any Supplier.

4.6 The Client shall not acquire any right or interest and shall not use or disclose any intellectual property rights incorporated in either the Order or the Goods without the prior written consent of the Company.

5. Price of the Goods

5.1 The Price is exclusive of VAT and payment of the Price plus VAT shall be due either:
(a) within 14 days of the date of the Company's invoice, where the Client does not have a direct debit arrangement in place with the Company; or
(b) on the date stated on the Company's variable direct debit invoice, where the Company has agreed a direct debit facility with the Client.
("the Due Date").

The Client shall pay the Price in full and in cleared funds by the Due Date. Time of payment is of the essence of the Contract.

5.2 The Price includes the cost of packaging and delivery to the Delivery Point unless expressly agreed otherwise between the parties.

5.3 The Company reserves the right, by giving notice to the Client at any time before delivery, to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including increases in taxes and duties and increases in labour, materials and other manufacturing or supplier costs) or any delay attributable to the Client or the Supplier.

5.4 The Company may invoice the Client for the Price on or at any time after delivery of the Goods.

5.5 Where credit terms are agreed the repayment dates will be shown on the credit agreement and the agreed credit charges will be made.

5.6 In the event that full payment is not received by the Company by the Due Date, the Company may in addition to its rights in clause 7:

5.6.1 charge interest on overdue invoices from the Due Date on a day-to-day basis until full and final payment is received in accordance with the Commercial Debts (Interest) Act 1998 together with any regulations thereunder;

5.6.2 cancel the Contract or suspend any further deliveries to the Client; or

5.6.3 appropriate any payment made by the Client to such of the Goods as the Company may deem fit.

5.7 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company or any member of the Company's Group in order to justify withholding payment of any such amount in whole or in part.

5.8 The Company or any member of the Company's Group may, at any time and without notice to the Client, set off any liability of the Client to the Company or any member of the Company's Group against any liability of the Company or any member of the Company's Group to the Client, in either case whether the liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract or otherwise. Any exercise by the Company of any member of the Company's Group of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

5.9 Where the Price due under the Contract is not paid by the Due Date, the Company or any member of the Company's Group may, in addition to the right contained in clause 5.8 above, withhold payment of any sums due and payable by the Company or any member of the Company's Group to the Client under the Contract or any other contract until the Price has been received by the Client in cleared funds together with any applicable interest, costs, charges or penalties.

6. Delivery

6.1 Delivery of the Goods shall be made by the Company or, where the Goods are being purchased by the Company from any Supplier, the Supplier, to the Delivery Point.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods caused by any delay on the part of the Supplier, a Force Majeure event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Time for delivery shall not be of the essence of the Contract unless previously expressly agreed by the Company in writing. The Goods may be delivered by the Company or the Supplier in advance of the quoted delivery date on the Company giving reasonable notice to the Client.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company or the Supplier to deliver any one or more of the instalments in accordance with these Terms or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat the Contract as a whole as repudiated. The Company shall be entitled to render its invoice for those Goods which have been so delivered.

6.4 If the Client fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery, then delivery of the Goods shall be deemed to have been completed at 9.00 am on the second day after the agreed delivery date, and without limiting any other right or remedy available to the Company, the Company may:-

6.4.1 store the Goods until actual delivery and charge the Client for the reasonable costs (including insurance) of storage plus 1% of net invoice value until delivery; or

6.4.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Client for the excess over the Price under the Contract or charge the Client for any shortfall below the Price under the Contract.

7. Property and Risk

7.1 Risk of damage to or loss of the Goods shall pass to the Client on delivery.

7.2 Property and title in the Goods shall, notwithstanding delivery, remain with the Company until all sums due and owing by the Client to the Company or any member of the Company's Group on any account have been paid and received by the Company or any member of the Company's Group (as applicable) in cash or cleared funds under this and all other contracts between the Company or any member of the Company's Group and the Client for which payment thereunder has not been paid.

7.3 Pending the transfer of the property in the Goods:-

7.3.1 the Client shall hold the Goods as the Company's bailee and shall keep the Goods separate from those of the Client and third parties and properly stored, protected, insured and identified as the Company's property and maintain the Goods in satisfactory condition; and

7.3.2 the Company may without limiting any other right or remedy it may have at any time require the Client to deliver up the Goods to the Company and in default the Client hereby grants the Company a licence to enter upon any premises of the Client and of any third party where the Goods are stored and repossess the Goods.

7.4 All payments shall be applied to and deemed to be made in respect of invoices in the order in which they were issued and to Goods in the order in which they are listed in invoices.

7.5 The Client shall not sell or dispose of any Goods (or documents of title thereto, or any interest therein), except to its customers in the ordinary course of its business and as fiduciary agent for the Company, and if the Client sells or disposes of any Goods, the Client shall hold on trust for the Company and pay to the Company the full proceeds of sale forthwith upon demand by the Company.

7.6 The Client shall not:-

7.6.1 Pledge any Goods or documents of title thereto or allow any lien to arise thereon; or

7.6.2 Use or process any Goods other than in the ordinary course of the Client's business.

7.7 If:

7.7.1 Payment for any Goods is overdue in whole or in part; or

7.7.2 The Client becomes insolvent or bankrupt, or enters into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or passes a resolution for winding up or has a receiver, administrative receiver or manager appointed, or enters into any composition or arrangement with its creditors or suffers any similar action in consequence of debt; or

7.7.3 In the opinion of the Company the Client is or is likely to become unable to pay its debts, or the financial stability of the Client is otherwise unsatisfactory;

then the Company shall be entitled to the immediate return of all the Goods sold by the Company to the Client in which property has not yet passed to the Client and the Client

hereby authorises the Company to recover such Goods and hereby grants to the Company an irrevocable licence to enter any premises of or under the control of the Client for that purpose. Such authorisation and licence shall be unaffected by the appointment of any receiver, manager, administrator or liquidator in relation to the Client. Demand for or recovery of any Goods by the Company shall not of itself discharge either the Client's liability to pay the Price and take delivery of such Goods or of the Company's right to issue proceedings for any sums due.

8 Inspection/Defects

- 8.1 The Client shall inspect the Goods on delivery and unless the Company is notified within seven working days of delivery that the Goods are not in accordance with the Contract or are defective, they shall be deemed to be free from any defect which would be apparent on reasonable examination and to have been accepted by the Client and shall be deemed to comply with the Order. The Client shall not be entitled to reject the Goods after the period of 7 days.
- 8.2 Where, in the opinion of the Company, the Client has validly rejected the Goods, the Company will use its reasonable endeavours to replace, or, where the Goods have been supplied by a Supplier, procure that the Supplier replaces, free of charge, any Goods shown by the Client to be defective or where capable of sale at a reduced price, may agree an appropriate allowance.
- 8.3 In the event of non-delivery of all or part of the Goods, the Client must give notice thereof to the Company within seven days of receipt by the Client of notice from the Company or the Supplier that the Goods have been despatched. If the Client shall fail to give such notice the Company shall be under no liability to the Client in respect of such non-delivery.
- 8.4 Where any complaint concerning the quality or performance of the Goods is received by the Client which the Client believes may result in some liability on the part of the Company the Client shall notify the Company as soon as possible and in any event within 7 days of the claim or relevant facts becoming apparent to the Client.
- 8.5 If the Client sells on any of the Goods (as agent or otherwise) the Client shall impose on the customer obligations equivalent to those contained in this clause 8.

9 Warranties and Limitation of Liability

- 9.1 Subject to the following provisions the Company warrants that the Goods will correspond with the Order.
- 9.2 The Company shall be under no liability under the above warranty:-
- 9.2.1 in respect of any defect or lack of fitness in the Goods arising from any specification supplied by the Client or arising from the manner in which the Goods are used or applied or incorporated into other Goods by the Client or a third party;
- 9.2.2 in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working or storage conditions, failure to follow the Company's instructions whether oral or in writing, misuse or alteration of the Goods without the Company's approval;
- 9.2.3 if the total Price for the Goods has not been paid by the Due Date; or
- 9.2.4 in respect of goods not manufactured or supplied by the Company in which case the Client shall only be entitled to the benefit of any such warranty as is given by the manufacturer or Supplier to the Company.
- 9.3 The Goods must be used, handled, or stored only in strict accordance with the Company or any Supplier's instructions and recommendations.
- 9.4 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.5 Where a valid claim is made under the above warranty, the Company may, at its discretion, either replace the Goods or refund to the Client the Price of the Goods, in which case the Company shall have no further liability to the Client.
- 9.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract whether in contract, tort, breach of statutory duty or otherwise, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (including any losses that may result from the Company's deliberate repudiatory breach of the Contract) or 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 including any delay in supplying or failure to supply the Goods in accordance with the Contract or at all or their use or resale by the Client, and the entire liability of the Company under or in connection with the Contract shall not exceed the Price in respect of the Goods the subject of the claim.
- 9.7 If the Client sells on the Goods it shall do so on terms which include the limitations of liability set out in this clause 9.
- 9.8 The Client agrees to fully indemnify the Company and keep the Company fully indemnified against all losses, costs, claims, demands, expenses and actions which the Company may suffer or incur as the result of the Client's breach of any of the terms of this Contract, any liability incurred by the Company under the contract with any Supplier of the Goods or as the result of any resale of the Goods to any third party or the breach of any of the Intellectual Property Rights of the Company or the Supplier in the Goods.

10 Intellectual Property Rights

- 10.1 The supply of the Goods by the Company or the Supplier shall not confer any right upon the Client to use or acquire any Intellectual Property Rights of the Company or the Supplier in the Goods and the Client warrants that it shall not use any Intellectual Property of the Company or the Supplier without the Company's written consent.

11 Force Majeure

- 11.1 Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest, breakdown of plant and machinery, adverse weather conditions or shortage of supplies for manufacture, or other event beyond the reasonable control of either party.
- 11.2 If any obligation under this agreement cannot be performed for a continuing period of 3 months as a result of one or more of the events described in 11.1 then either party may terminate the agreement by notice in writing at the end of this period.

12 Arbitration

- 12.1 Any disputes which may arise between the parties concerning the Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators for determination in accordance with the Arbitration Act 1996.

13 Termination

- 13.1 The Company may terminate this agreement at any time (without reason) and without further obligation to the Client by 7 days' notice in writing. The Company may terminate this agreement forthwith at any time and without further obligation to the Client if the Client becomes insolvent or an order is made or a resolution passed for the winding up of the Client (other than for the purpose of a solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or if the Client commits any breach of any of the terms of this Agreement.

14 General

- 14.1 The Client may not assign any of its rights or obligations under the Contract without the prior written consent of the Company.
- 14.2 The Client will at all times keep confidential all information acquired in consequence of or pursuant to this Contract save as may be required by law or where such information is in the public domain other than due to the Client's breach.
- 14.3 A notice to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business.
- 14.4 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.5 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 14.6 The Client acknowledges and by submitting an Order consents to the processing and disclosure by the Company of personal or financial data relating to the Client relevant to any credit which may from time to time be afforded by the Company to credit reference agencies, banks and credit insurers and that such organisations may process the data provided or relevant to any other matter which the Company considers reasonable including, without limitation, any commercial relationship which the Company has with any third party.
- 14.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
- 14.8 This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

Registered Office:
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Registered in England No. 8695669