



Harlow Agricultural Merchants Ltd

CONDITIONS OF SALE

Thank you for choosing Harlow Agricultural Merchants Limited to supply products for your business.

Please note your order will be subject to the terms and conditions below.

1. DEFINITIONS

"You/Your" - the person firm or company who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by Us.

"the Goods" - the Goods (including any part of them) which We are to supply in accordance with these Conditions.

"the Order" - any agreement between Us and You for the sale and purchase of the Goods.

"the Seed" - such part or parts of the Goods as may be Seed which We are to supply in accordance with these Conditions.

"Our/Us/We" - Harlow Agricultural Merchants Ltd.

"Conditions" - these terms and conditions of sale together with any special terms and conditions agreed in writing between Us and You.

"Contract" - any agreement between Us and You for the sale and purchase of the Goods.

"Quote" - an estimate of the cost of supply of the Goods given by Us.

In these Conditions the headings are for convenience only and they shall have no effect on how the Conditions are constructed or interpreted. The words "include", "includes", "including" will be without limitation unless otherwise indicated. Any reference to a party means either You or Us depending on context, or "parties", which shall mean Us and You. Any references to 'Clauses' in these Conditions are references to the clauses of these Conditions.

2. BASIS OF SALE

- 2.1. These Conditions apply to all Orders of Goods that are accepted by Us whether the order is placed by telephone, post, fax or e-mail [or on our website].

- 2.2. These Conditions shall prevail over any other terms and conditions stipulated or incorporated by You or any other documents issued by You.
- 2.3. No Order is accepted by Us until a written acknowledgement of order is issued (in which case the Contract is concluded at that point) or if earlier the delivery of the Goods to You or Your agent. Where no acknowledgement of order is issued the Contract is concluded when We accept an Order placed by You for the Goods.
- 2.4. We may amend these Conditions at any time prior to accepting an Order. If We do We will inform You of the change and the new conditions will only apply to Orders made after that date. Any amendment to these Conditions after acceptance of an Order or delivery or collection of the Goods must be agreed in writing.
- 2.5. If You seek to vary an Order, this is subject to our agreement and payment by You of an administration fee in the sum of £40 in addition to the Price.
- 2.6. You should satisfy Yourself that any Goods that You Order are of a type and performance satisfactory for Your requirements. You must not rely on any representations that are made to You by any of Our employees or agents. All information set out in Our catalogues, literature and advertisements are given for general guidance only (in relation to Seed, variations in local and climate conditions and other circumstances can render such information inaccurate). Under no circumstances will You be able to claim damages for or cancel or terminate the Order as a result of anything communicated to You in this way unless it was made fraudulently.

3. SAMPLE

- 3.1. Where a sample of the Goods has been shown to/and/or inspected by You this does not constitute a sale by sample, and the sole purpose is to enable You to judge for Yourself the quality of the Goods.

4. ACCEPTANCE OF ORDERS

- 4.1. You shall ensure that the terms of any Order are accurate and complete.
- 4.2. You agree to purchase the Goods from Us and We agree to sell the Goods to You on these Conditions.
- 4.3. When You order Goods from Us this will be considered to be an offer by You to buy the Goods subject to these Conditions. These Conditions will then be binding on You.
- 4.4. We reserve the right to refuse any order placed with Us by You.
- 4.5. When We provide You with a Quote, this is not an offer. We may withdraw or amend any Quote at any time before accepting any order placed with Us by You.
- 4.6. [Do you sell products via your website?]

5. DESCRIPTION

- 5.1. The quantity, quality and description of the Goods are as set out in the Quote or where a quote has not been provided in the Order [IS THIS THE CORRECT GROUNDS FOR DETERMINING THIS?]. Where the words 'approx.' or 'approximate' are used in reference to quantity We shall have the option of delivering 10% more or less at the Contract price. The price of any excess quantity accepted by You (i.e. 110%) shall be charged on a pro rata basis to quantity ordered and the Contract price.
- 5.2. As an alternative to cancelling the Contract in accordance with Clause 8 below, where there is a market shortage of supply of the Goods, We may choose to apportion such supplies as becomes available among Our customers. Should We choose to do this and the proportion of Goods allocated to You are accepted by You the price will be reduced on a pro -rata basis of the Contract price. We will not be responsible for compensating You for any other losses, other than a refund of any overpayment made, which You may suffer if We reduce the quantity of Goods originally ordered.
- 5.3. In relation to an Order placed for Seed, as an alternative to cancelling the Contract in accordance with Clause 8, We reserve the right, in the event that the variety of Seed ordered is not available for whatever reason, to provide You with an alternative variety which is, in Our opinion, a suitable alternative variety. You may reject the alternative variety and return the Seed within [3] days of delivery or collection and receive a full refund in addition to reasonable transport costs, subject to, the Seed being returned unopened, and in the same condition as that delivered/collected and the Contract will be cancelled. Other than providing you with a refund of any payments made, and any reasonable transport costs (subject to production of satisfactory evidence where required by Us) We will not be responsible for compensating You for any other losses which You may suffer.

6. PRICE

- 6.1. The price for the Goods is the price quoted by Us which shall be valid for a period of 7 days. Where no price has been quoted or a quoted price is no longer valid, Our current price at the date of confirmation of Your Order shall apply to Your Order.
- 6.2. All prices are subject to VAT and delivery.
- 6.3. We reserve the right to increase the price payable by You for the Goods where there is an increase in costs to Us and/or the Goods, after the date of the Contract due to:
- 6.3.1. any factor beyond our control (including but not limited to those matters set out at Clause 17.1);
 - 6.3.2. an increase to Our supply costs due to exchange rate fluctuations, the imposition of or increase to, any tariff, levy, import duty, shipping, landing charges or any other charge or payment imposed on Us by the EU or national government;

- 6.3.3. an increase in the price payable by Us for the variety of Seed Ordered where the Seed becomes the subject of a grant of Plant Breeders Rights under the Plants Varieties and Seed Act 1964 (as amended) in which case the price may be increased by the amount of any royalty payable by Us under such right;
 - 6.3.4. any delay caused by Your instructions or Your failure to provide adequate information;
 - 6.3.5. any change to the delivery date or quantity of the Goods at Your request.
- 6.4. We reserve the right at any time prior to delivery or collection to increase the price to take account of those matters set out at Clause 6.3 above. If on notification of the increase in price You decide not to proceed with the Order within [2] working days of such notification a full refund will be provided of any monies already paid.

7. PAYMENT

- 7.1. We shall invoice You for the Goods at any time on placing the Order or at any time after delivery of the Goods or notification to the Buyer that the Goods are ready for collection. [Where Goods are ordered by telephone [or on our website] We may take immediate payment]
- 7.2. Payment shall be due in accordance with the terms stated on Our invoice notwithstanding that You may not have collected the Goods and time of payment shall be of the essence.
- 7.3. We may require payment for the Goods prior to delivery/dispatch or collection.
- 7.4. [Cost of delivery terms?].
- 7.5. If We do not receive full payment of the invoice by the due date then (in addition to any other right or remedy available to Us) We may:
- 7.5.1. cancel the Contract and/or suspend further deliveries to You; and/or
 - 7.5.2. appropriate any payment made by You to such of the Goods (or Goods supplied under any other Contract) as We think fit (notwithstanding any purported allocation by You); and/or
 - 7.5.3. sue for the full Contract price; and/or
 - 7.5.4. sell or otherwise dispose of any of the Goods whether appropriated to the Contract or not; and/or

- 7.5.5. charge You interest (both before and after judgement) on the amount unpaid at the rate of 2% per month on the outstanding balance; and/or
- 7.5.6. demand a pro-rata payment in respect of any partial delivery of the Goods; and/or
- 7.5.7. demand the immediate return to Us of all Goods that We agreed to sell to You in which property has not passed to You in accordance with Clause 11.1 and You agree to reimburse Us Our costs or expenses in recovering such Goods; and/or
- 7.5.8. withdraw any period of credit.

7.6. All payments due under the Contract shall become due and payable immediately upon termination of the Contract notwithstanding any other provision.

8. CANCELLATION

- 8.1. [is there a general right to cancellation. If not this clause will be amended?].
- 8.2. If You cancel Your Order, We will be entitled to recover from You any unavoidable losses that We suffer as a result of Your cancellation.
- 8.3. If You wish to change Your Order You must do so in writing to Us. We shall not be obliged to accept any change, but if We do accept the change, We will be entitled to recover from You any unavoidable losses that We suffer as a result of the change and to alter the delivery date and the price as a condition of accepting the change.
- 8.4. The supply of Goods is subject to availability. We shall not be under any obligation to source the Goods from someone other than our usual supplier. Where the Goods ordered are not available or the quantity ordered are not available and We are unable to supply them or the full Order to You for any reason We may cancel the Contract. You will not be charged for those Goods and We will refund any money already paid for them. However, We will not be responsible for compensating You for any other losses which You may suffer if We are unable to supply the Goods.
- 8.5. Where the performance of the Contract will have a material adverse effect on Us which cannot be resolved by an increase in the price of the Goods where there is a change in law, regulation or imposition of a tax, duty, levy, We may cancel the Contract without liability to any losses that You may suffer as a result of such cancellation.

9. DELIVERY

- 9.1. Unless otherwise agreed in writing, You will be responsible for the collection of the Goods from Our premises once notified by Us that the Goods are ready for Collection.

- 9.2. Where it is agreed in writing that We will deliver the Goods We will use reasonable efforts to deliver the Goods to You at the delivery address communicated by You in writing on the date notified by us subject to safe and suitable route of access. Delivery dates are approximate and time of delivery shall not be of the essence.
- 9.3. Where delivery is to be made You shall provide all labour and equipment to enable the safe unloading of the Goods at the delivery address.
- 9.4. If We deliver the Goods by way of separate consignments, each consignment shall be treated as an entirely separate contract and any default or breach by Us, in respect of any consignment, shall not mean that you may cancel any other consignment or the whole Order.
- 9.5. [Do you deliver abroad or are you likely to in the future?]
- 9.6. You will be charged for delivery costs in addition to the Contract price unless otherwise agreed in writing.
- 9.7. If We agree to deliver the Goods at any place other than Your business premises and the Goods consist in whole or part of crop protection chemicals or other products required to be stored in a particular manner (i.e. due to any statutory requirement or for any other reason) then it shall be a condition of the Contract that You will provide at the place where the Goods are to be delivered storage facilities complying in all respects with such statutory or other requirements and shall make arrangements to ensure Our delivery operative has access to such facilities at the time of actual delivery. We shall be entitled to treat failure to make provision in accordance with the terms of this clause as failure to take delivery of the Goods.
- 9.8. We shall not be liable for any acts or omissions whatsoever of any carrier who is employed as an independent carrier.
- 9.9. You must inspect the Goods on delivery and any Goods that are damaged or defective or less than the correct amount of Goods are delivered You must notify Us (other than a note on the delivery note) within [2] working days of delivery, otherwise, You shall not be entitled to make a claim against Us in respect of the damage or shortage except where Clause 12.11 applies. [Do you agree this?]
- 9.10. If You are collecting Seed from Our premises You will inform Us of Your intended collection times. Where the Seed includes unweighed grain You must notify Us of the net weight within three (3) working days of collection in accordance with Clause 9.11.
- 9.11. If the Seed delivered or collected includes weighed or unweighed grain Your attention is drawn to the provisions of the code of practice for the weighing of bulk grain agreed between the Agricultural Industries Confederation and the National Farmers Union which shall apply and be incorporated into the Contract. If there is any conflict between the terms of the codes of practice of the Agricultural Industries Confederation and/or the National Farmers Union and these Conditions these Conditions shall prevail. [Is this still relevant?].

- 9.12. If We deliver the Seed to You We will advise You of the delivery vehicle and the number and gross or net weight of bags of Seed or net weight of Seed to be delivered in bulk and You will at the request of the vehicle driver acknowledge receipt of the Seed by signing the delivery note.
- 9.13. If You fail to take delivery of the Goods at the time stated for delivery and that failure is not caused by a reason beyond Your control or as a result of Our actions We may, without prejudice, to any other right or remedy available to Us, store the Goods until actual delivery and charge You the reasonable costs (including insurance) of storage.
- 9.14. In the event of any unreasonable delay in the unloading of any vehicle delivering the Goods We shall be entitled to charge You for any loss damage costs or expenses arising directly or indirectly from such delay.

10. RETURN OF GOODS

- 10.1. Where You wish to return Goods which following delivery to You are found to be in excess of Your requirements, the following conditions shall apply:-
- 10.1.1. We shall not be under an obligation to take back unused Goods, and We may do so at our absolute discretion.
- 10.1.2. If We do agree to take back Goods, such Goods must be returned to Us in satisfactory condition, in the same packaging in which they were delivered or collected and fit for resale at the same Contract price with sufficient time, in Our opinion, to resell the Goods in good time prior to the expiry of the normal usage of such Goods. In addition, You warrant in returning the Goods that they have at all times been stored in accordance with the manufacturers' instructions and kept safe from contamination, interference and damage.
- 10.2. You shall only be entitled to a refund if the Goods are returned to Us in the condition set out in Clause 10.1.2 above and subject to Clause 10.5 below. If the Goods returned do not meet the conditions set out in Clause 10.1.2 We shall be entitled to reduce the value (in Our reasonable opinion) of the refund to the value of the Goods returned, or, at Our option return such Goods to You, without incurring any further liability.
- 10.3. We shall be entitled to deduct 10% of the price of the Goods which have been returned (as stated in the order or acknowledgement of order) in lieu of administration and handling charges.
- 10.4. We shall not be required to credit the sum returned to You until such time as a new buyer for the returned Goods has been found. You may at any time prior to a refund, demand the return of the Goods to You, subject to payment of Our reasonable storage and additional delivery charges.
- 10.5. For damaged Goods notified to Us in accordance with clause 9.9 above We shall arrange collection or may ask that You return the Goods to us at Our expense. If Your claim that the Goods are damaged is

accepted then We will replace the Goods. If this is not possible We will refund You for the defective Goods.

- 10.6. If You notify Us that the delivery is short, We shall have a reasonable amount of time to investigate such claim. If We agree such claim is valid We shall arrange for the shortfall to be delivered to You or made available for collection within a reasonable period of time or We shall credit to You the difference in price between the actual amounts of Goods delivered and that paid for. This clause shall not apply where You have been informed by Us that delivery will take place by consignments. [Do you require specific procedures for evidence of weight?].
- 10.7. If We deliver, by mistake, more Goods than you Ordered, then We shall be entitled to collect those Goods from You or request that You deliver those Goods back to Us at our expense. Where you wish to purchase the extra Goods, You should notify Us of Your intention and We shall invoice You accordingly.

11. OWNERSHIP AND RISK

- 11.1. You will become the owner of the Goods only when We have received full payment of the Contract price and the Goods have been delivered to You at the address specified by You for delivery or when You have collected the Goods from Us.
- 11.2. The risk in the Goods shall pass to You on delivery or in the case of Goods to be collected from Our premises but not collected, the risk in the Goods, shall pass to You 14 days after the date when We notify You that the Goods are available for collection. You should insure the Goods from the time that risk passes to You.
- 11.3. Until ownership of the Goods has passed to You, You agree:
- 11.3.1. to hold the Goods on our behalf;
 - 11.3.2. store the Goods so that they are separately identifiable from all of Your other goods or those of any third party so that they can be easily identified as Our property;
 - 11.3.3. to allow Us, our employees or agents to enter the premises where the Goods are stored or held in order to inspect them at any time or where Your right to possession has terminated, to recover them;
 - 11.3.4. not to remove or alter any identifying mark on the packaging or the Goods;
 - 11.3.5. keep the Goods in a safe place, satisfactory condition and insured to at least their Contract price noting Our interest on the policy

- 11.4. If before ownership passes to You, We believe or You inform Us that any of the events in clause 14 have occurred or are likely to occur, We may terminate the Contract and enter the premises where the Goods are stored and repossess them
- 11.5. In the event of termination of the Contract for whatever reason, Our (but not Your) rights under this clause shall remain in full force and effect.

12. WARRANTIES [PLEASE CHECK THESE CAREFULLY]

- 12.1. Where the Goods sold under the Contract comprise "feeding stuffs" or "fertilisers" as defined in the Agricultural Act 1970 We warrant that the particulars contained in the Statutory statement given by Us to You pursuant to the Act are correct and no claim by You for breach of contract in respect of this warranty will be admitted or settled unless You at Your own expense arrange for a sample to be taken and analysed pursuant to the provisions of the Act [Is this still relevant?].
- 12.2. In relation to Seed, We warrant that the Seed supplied will comply at the time of delivery with the U.K. seeds standards currently in force or the minimum standards of the EEC seeds directive and subject to Clause 5.3 above that it will be of the species and type specified in the Order.
- 12.3. In the event that the Seed is not as specified in the Order or in the event that it proves to be defective in varietal purity or in the event that You notify Us of any valid claim that the Seed is defective in accordance within [2] working days from delivery or collection. Our liability to You shall be limited to, at Our option, either the replacement of the defective Seed free of charge or refund to You all payments already made by You in respect of the Seed.
- 12.4. You acknowledge that plant disease can be transmitted by the wind, insects, animals or human agencies and can be borne in the Seed or in the soil. Accordingly, although We believe that the Seed supplied will be free from any latent defect; We give no warranty and accept no liability for any such defect in the Seed supplied. In any event no claim by You will be considered unless You can show to Our reasonable satisfaction that the Seed grown and alleged to have performed unsatisfactorily was in fact the Seed supplied under the Contract and that the Seed was sown on suitably prepared ground treated carefully and correctly throughout and subjected only to such conditions as were likely to produce a favourable crop.
- 12.5. You acknowledge that the price of the Seed supplied is based upon the limitations in Clauses 12.3 and 12.4 and Our liability and that if We were required to undertake any greater liability the price of the Seed would be greatly increased. In accepting delivery of the Seed in accordance with these Conditions You acknowledge that the limitation of Our liability under the Contract is fair and reasonable in all the circumstances.
- 12.6. Where any treatment whether chemical or otherwise is applied to the Seed at Your request Our liability shall be limited to the carrying out of such treatment in the correct manner in accordance with the instructions given by the manufacturer of the substance in question and We give no warranty as to the

effectiveness of such treatment and shall not be liable for any direct indirect or consequential loss or damage which may result therefrom.

- 12.7 Seed will only be delivered prior to completion of any official germination tests where preliminary tests indicate results in excess of EEC standards.
- 12.8 Unless otherwise stated by us the Seeds supplied are of conventional varieties bred from parent plants which have not been genetically modified. All reasonable steps have been taken to prevent the adventitious presence of GM material during breeding, production and handling of the Seed (including complying with any separation distances as may be recommended from time to time by relevant bodies) and appropriate batch samples have been tested to ensure compliance with the relevant seed legislation. This Seed is field-grown. Accordingly, no warranty or guarantee of absolute freedom from GM impurities can be given since this does not, and cannot, exist in nature. No liability is accepted by Us for any damage whatsoever arising from the possible occurrence of any adventitious traces of GM impurities in the Seeds.
- 12.9 We shall not be liable to You where You have:
- 12.9.1 damaged the Goods through Your own act or omission;
 - 12.9.2 misused the Goods and caused a defect (i.e. through incorrect storage);
- 12.10 We shall not be liable to You for any defect in Goods not manufactured by Us including any chemical applications to Seeds where such chemical application is not manufactured Us. We shall where requested to do so by You lend its name to any action against the manufacturer of the defective Goods and provide such assistance to You as You may reasonably request in connection with such action against the manufacturer provided always that You shall reimburse Our costs expenses and loss incurred in so doing. Under no circumstances shall any claim by You against a third party give You the right to delay payment of sums due under the Contract or otherwise not to comply in future with his obligations under the terms of the Contract and these Conditions.
- 12.11 Any claim by You based on any defect in the quantity quality or condition of the Goods which would be apparent on reasonable examination shall be notified immediately to Us by telephone, fax or email and confirmed in writing within [2] working days from the date of delivery or collection of Goods by You. Where any defect was not apparent on reasonable examination any claim must be notified in writing so as to be received by Us within 28 days from the date of delivery of the last consignment of the Goods. Time shall be of the essence in the operation of this clause.
- 12.12 If You fail to Us of any defect in the Goods in accordance with Clause 12.11 above or if the Goods are affected by any latent defect not apparent on reasonable examination then We shall not be liable for any such defect and You shall not be entitled to reject the Goods and shall be bound to pay the price of the Goods as if they had been delivered in accordance with the Contract.

- 12.13 In the event You notify Us of any valid claim that the Goods are defective in accordance with these Conditions Ours liability to You shall be limited to at its option either the replacement of the defective Goods free of charge or the refund to You of the price paid.
- 12.14 Except in relation to Clause 12.15 below Our total aggregate liability under each Contract (howsoever arising, including in contract, tort (including negligence or otherwise) or strict liability shall not exceed the total amount payable to Us by You under the Contract and We shall not be liable for any (i) loss of profit, loss of revenue or loss of goodwill; or (ii) any indirect, special, economic and consequential damages, claims, losses, costs or expenses of any kind whether in contract, negligence or other tortious actions arising out of or in connection with these Conditions.
- 12.15 Nothing in this Contract shall have the effect of limiting our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or anything else which cannot be excluded by law.

13. LAWS AND REGULATION

- 13.1. You shall comply at all times with all laws and regulations relating to the ownership and use of the Goods including without limitation to health and safety requirements, import and export control and US re-export legislation.

14. TERMINATION

- 14.1. We shall be entitled to terminate the Contract immediately by notice in writing if You:
- 14.1.1. commit a material breach of the Contract and such breach is not remediable;
 - 14.1.2. commit a material breach of the Contract which is not remedied within [14] days of receiving written notification of the breach;
 - 14.1.3. fail to pay any amount due under the Contract on the due date and such amount remains unpaid within [30] days after We have notified such payment is overdue;
 - 14.1.4. make an arrangement with or enter into a compromise with Your creditors;
 - 14.1.5. become the subject of a voluntary arrangement, receivership or administration, liquidation or winding up or You pass a resolution for winding up, or a petition to the Court to wind You up is made;
 - 14.1.6. are unable to pay your debts or We reasonably believe You are unable to pay Your debts;
 - 14.1.7. become insolvent or suffer or are the subject of any distraint, event of insolvency or bankruptcy or other similar event whether in the UK or elsewhere;

- 14.1.8. stop carrying on all or a significant part of Your business, or indicate in anyway that You intend to do so or there is a material change in Your management or ownership or control of Your business;
 - 14.1.9. are the subject of an adverse credit check (in Our opinion);
 - 14.1.10. we reasonably believe that any of the event in Clauses 14.1.1 to 14.1.8 above are or are likely to happen and We notify You accordingly.
- 14.2. If We terminate the Contract on any of the grounds set out at clause 14.1 above, We shall be entitled to cancel the Contract or suspend any further deliveries to You. If Goods have already been delivered You must pay for them immediately and We may charge You interest in accordance with clause 7.5.5.
- 14.3. This clause shall not prejudice any other rights We may have under this Contract.

15. ANTI-BRIBERY

- 15.1. You warrant that You shall:
- 15.1.1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti corruption including but not limited to the Bribery Act 2010;
 - 15.1.2. comply with such of our anti-bribery and anti-corruption policies notified to You from time to time; and
 - 15.1.3. promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of You in connection with the performance of these Conditions.
 - 15.1.4. breach of this Clause 15 shall be deemed a material breach of these Conditions.

16. ANTI-SLAVERY

- 16.1. You warrant that neither You nor any of Your officers, employees or agents have committed an offence under the Modern Slavery Act 2015 and that neither You nor Your officers, employees or agents have been notified that You or they are subject to an investigation relating to an alleged offence under the Modern Slavery Act 2015.
- 16.2. You further warrant that You shall:
- 16.2.1. comply with all applicable laws, statutes and regulations relating to anti-slavery including but not limited to the Modern Slavery Act 2015;
 - 16.2.2. comply with such of our anti-slavery policies notified to You from time to time; and

16.2.3. [do you send out modern slavery and human trafficking questionnaires?]

16.2.4. promptly report to Us any complaint, concern, investigation or otherwise of an actual or possible breach of the Modern Slavery Act 2015.

16.3. breach of this Clause 16 shall be deemed a material breach of these Conditions.

17. EVENTS BEYOND OUR CONTROL

17.1. We shall not be liable for any failure to perform any of Our obligations under the Contract to the extent that such failure was caused due to any matter beyond our control, which includes, but is not limited to, an act of God, fire, flood, lightning, earthquake or other natural disaster; war, terrorism, riot or civil unrest; action by any Government, strike, lock-out or other industrial dispute; breakdown of machinery, power failure, fuel shortage, loss and/or detention at sea; failure of crop or loss or detention in transit or any other cause beyond Our reasonable control. Should any of the Goods be rendered unfit for delivery by reason of any of the above acts the Contract so far as it relates to those Goods shall be deemed to be discharged. [do you require the right to suspend obligations for a certain period and provide a refund if not fulfilled within a certain period?].

18. CONFIDENTIALITY

18.1. You agree to keep strictly confidential all information and documentation (except for that which is already in the public domain) in relation to the invoices, business practices, customers, products supplied or services offered by Us which are disclosed to You and You will not, without Our prior written consent, divulge any such information or documentation to any person, and in particular You undertake that You will not use any information to solicit or entice away or seek to solicit or entice away any of Our customers or suppliers. You will ensure that Your employees are made fully aware of these obligations of confidence to Us.

19. PRIVACY

19.1. We use any personal and transactional information (e.g. Name, address, email address, debit or credit card details) you supply to us in order to fulfil the Contract and to keep You up to date with information relating to the Contract. Please refer to our Privacy Policy [do you have one?]

20. GENERAL

20.1. We reserve the right to changes these Conditions as set out at Clause 2.4.

20.2. You acknowledge and agree that the Contract is the entire agreement and in entering into the Contract you did not rely on any matter that is not referred to in the Contract.

- 20.3. In addition to any rights and remedies We may have against You under this Contract We may pursue any other rights which We may have against You.
- 20.4. Any delay on Our part in pursuing a claim that We may have against You does not mean that We have waived such claims and We shall pursue the claim when We are ready to do so.
- 20.5. If a Court decides that part of these Conditions are not enforceable in law, We shall be entitled to rely on and enforce the rest of these Conditions.
- 20.6. You may not, without Our written consent, assign, transfer, sub-contract, novate or otherwise, any part of this Contract.
- 20.7. You acknowledge and agree that no other person other than Us and You shall have any rights under these Conditions by virtue of the Contracts (Rights of Third parties) Act 1999.
- 20.8. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time and the headings in these Conditions are for the convenience only and shall not affect their interpretation.
- 20.9. No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any other breach of the same or other provision.
- 20.10. These Conditions and any Contract incorporating them shall be governed by English Law. The application of the Uniform Laws on International Sales shall be excluded. You will at all times provide Us with an address in England or Wales where You will accept service of proceedings.
- 20.11. Any notice or written communication required or permitted to be served on or given to either party under these Conditions may be delivered by hand or sent by recorded delivery to the other party's principal place of business or registered office or such other address as the other party has previously confirmed in writing and it shall be considered to have been delivered on the day of delivery.