Terms and Conditions

1. Definitions
The following definitions apply in these conditions

"Company"
Fertiliser Ltd.

"Buyer"
Both the Principal Buyer, and the Receiving Buyer are jointly and severally the Buyer.

"Principal Buyer"
The person, firm, or company purchasing the Goods and/or Services.

"Receiving Buyer"
The person, firm, or company (if different from the Principal Buyer) who instructs the principal Buyer to purchase the Goods and/or Services or who receives the Goods and/or Services.

"Goods"
Any goods under the Contract to be supplied to the Buyer by the Company.

"Services"
The services to be provided to the buyer by the Company under the Contract.

"Contract"
Any contract between the Company and the Buyer for the sale and purchase of the Goods and/or Services incorporating these conditions.

2. General
All orders are accepted and Goods or Services supplied on these terms and conditions which no Employee or Agent of the Company has authority to vary. In the event of a conflict between these terms and conditions and those contained in any order, confirmation of order, specification, or other document submitted by the Buyer these terms shall prevail.

3. Dates
Dates for delivery, commencement or completion of the supply of Goods, or Services given by the Company are approximate only and not essential terms, and for the avoidance of doubt time shall not be of the essence.

4. Goods, Consultancy & Advice
(a) In the case of Goods not manufactured by the Company, the Buyer is entitled to such benefits as the Company may receive under any guarantee given to it in respect thereof, and the Company will on request assign such of these benefits as may be capable of assignment to the Buyer.
(b) In the case of goods manufactured by the Company, the Company warrants that the Goods are fit for the purpose set out in the relevant Goods description only.
(c) Advice given is in good faith and must be mutually agreed between the Company and Buyer and may be subjective and may vary due to localized weather/crop/soil conditions, with no liability or warranties to the Company on advice or consultancy given.

5. Price
All prices quoted by the Company are given in good faith and are subject to alteration by the company in the event of obvious errors, or changes in taxation or duty.

6. Payment

(a) Unless otherwise agreed in writing by the Company, payment of an account is due by the date set out in the invoice.

(b) Payment shall be made to the Company at : Fertiliser Ltd.

(c) (d) No payment shall be deemed to have been received until the Company has cleared the funds.

All payments payable to the Company under the Contract shall become due immediately on the Contract's termination over-riding any other provision.

(e) If the buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay to the Company the credit charge as set out on the invoice plus interest to the Company on such sum from the date of supply at the higher of a monthly rate of 1% or the annual 5% above the base lending rate of Barclays Bank Plc, accruing on a daily basis until the payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial debt (Interest) Act 1998.

(f) The Buyer shall not be entitled to defer payment of any amount due under the Contract because of any claim by the Buyer which the Company disputes; nor shall the Buyer be entitled to set-off against any monies due for payment under the Contract any other monies which are not then presently payable by the Company to the Buyer.

7. Delivery and Complaints

(a) The Buyer shall, within seven days after delivery, give written notice to the Company of any claims for loss or damage in transit relating to the Goods.

(b) The Buyer shall, within seven days after receipt, give written notice to the Company of any discrepancies or complaints relating to the Goods supplied.

(c) The Buyer shall give written notice to the Company of any discrepancies or complaints relating to the Services supplied as soon as practicable.

(d) Goods sent to the Buyer through the post are sent under the Royal Mail Standard Conditions of delivery which will bind the Buyer.

(e) If the Buyer shall fail to give notice in accordance with (a) (b) or (c) above, he shall be deemed to have accepted the Goods and Services and shall be bound to pay for the same accordingly.

8. Possession

The Buyer's right to possession of the Goods shall be subject to clause 9 and shall terminate immediately if:

(i) (ii) (iii) (iv) (v) (vi) The Buyer fails to make payment in accordance with clause 6; or

The Buyer has a bankruptcy order made against him, or enters into an individual voluntary arrangement, or

(being a body corporate) enters into liquidation (whether voluntary or compulsory) or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

The Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

The Buyer encumbers or in any way charges any of the Goods; or

The Buyer does not pay for the Goods within the agreed credit terms; or

(Being a business) the Buyer ceases to trade.

9. Risk and Title

(a) From the time of the delivery, all risks associated with the Goods are at the risk of the Buyer.

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

(i) The Goods; and

(ii) All other sums which are or which become due to the Company from the Buyer on any account.

(c) Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(i) (ii) Hold the Goods on a fiduciary basis as the Company's bailee; and

If at all possible, store the Goods (at no cost to the Company) separately from all other Goods of the Buyer or any other third party in such a way that they remain readily identifiable as the Company's property; and

(iii) (iv) Not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods; and

Maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full

price against all risks to the reasonable satisfaction of the Company.
(d) (e) (f) (g) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
The buyer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored, in order to inspect them, and where the Buyer's right to possession has terminated, to recover them.
Where the Company is unable to determine whether the Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Company shall be deemed to have sold all the goods of the kind sold by the Company to the buyer in the order in which they were invoiced to the Buyer.
Where the Goods become mixed by the Buyer with other like Goods, the Buyer, upon his failure to pay for the goods within the agreed credit term, agrees that the Company may recover an equal quantity of like goods held by the Buyer.

10. Liability
Where the Buyer's right to possession of the Goods is terminated under clause 8, and the contract included both a Principal Buyer and a Receiving Buyer:
(i) Subject to sub-clause (ii) below, both the Principal Buyer and the Receiving Buyer shall be jointly and severally liable to pay directly to the Company all the monies due to the Company under the Contract,
(ii) The Receiving buyer shall not be liable for any such amount due under the Contract if the Receiving buyer can satisfy the Company that such amounts had been paid by the Receiving Buyer to the Principal Buyer prior to the right to possession terminating under Clause 8.

11. Limitation of Liability
(a) As the Company cannot exercise control over the storage, handling, mixing, use, or where appropriate the manufacture of the goods supplied and/or other materials associated with the use of the Goods or Services, the performance of the Goods and/or other materials and Services may affected by factors beyond the Company's control, and so the Company shall be under no liability for consequential loss or damage of any kind whatsoever by virtue of having supervised or assisted in the application or use of the Goods, or the supply of Services.
(b) The Company accepts no liability whatsoever for any damage or loss of any kind whether direct or consequential:
(c) (d) (e) (f) (i) Arising directly or indirectly from any incorrect information from the Buyer or his agent.
The Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss or business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the Contract.
The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.
Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence.
All express or implied warranties or conditions statutory or otherwise as to qualify or fitness are hereby expressly excluded to the fullest extent permitted by law.

12. Force Majeure
(a) If for any reason beyond the Company's control, the Company is unable to complete the Contract, the Contract will be deemed to have been for a lesser amount and the Buyer shall be liable for the payment pro rata in respect of the actual Goods and/or Services supplied on the basis of the original contract. Such reduction of the Contract or in the extreme cancellation of the Contract shall attract to the Company no liability whatsoever.
(b) Notwithstanding anything herein contained, the Company is not to be held liable for any delay or failure to carry out the Contract in whole or in part caused by an act of God, the Monarch or England's enemies, war, strikes, lockouts, labour disputes, accidents, civil war, floods, unfavourable weather, or any materials not being available or economically viable, or through circumstances outside the control of the Company.

13. Law

If it be found at law that in a particular instance any clause or phrase in these Terms and Conditions is not enforceable, in that instance that clause or phrase shall be struck out without affecting any other clause or phrase.

14. Law of Contract

Unless otherwise agreed the formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English Law, and the parties submit to the exclusive jurisdiction of the English courts.