

Standard Conditions of Sale and Delivery

Fertile Fibre Limited (hereafter referred to as FERTILE FIBRE)

1. Acceptance of Terms

- a. Fertile Fibre will sell goods and/or services and the proposed buyer will purchase goods and/or services only to the conditions set out hereunder unless previously amended by Fertile Fibre in writing.
- b. Samples of goods offered are selected at random, sent in good faith, but are a visual guide only. There is no express or implied condition that the goods supplied will be identical to the samples supplied.
- c. All quotations are void if not accepted within thirty days of utterance. Fertile Fibre reserve the right absolutely to pass on to the purchaser any unexpected increase or decrease in the cost of providing the goods and/or services required by the buyer.
- d. Should any document uttered by the buyer or Fertile Fibre evidencing terms of contract conflict, Fertile Fibre's Terms of Contract will prevail.
- e. Acceptance of quotations includes acceptance of all terms and conditions set out hereunder.
- f. Any quotation given by Fertile Fibre is conditional upon the proposed buyer not having exceeded his credit limit (as determined by Fertile Fibre from time to time in such a manner as Fertile Fibre shall think fit). Any potential buyer may at any time ask Fertile Fibre for details of their current credit rating.

2. Delivery

- a. Each delivery or consignment shall stand as a separate contract. Failure or delay in one delivery shall not invalidate the contract as a whole, or entitle the buyer to defer payments for any previous or remaining delivery.
- b. Fertile Fibre may supply material in its own vehicle or a suitable vehicle specially hired for the purpose. The buyer must ensure that all sites where the vehicle(s) are to discharge bulk materials are safe for 38T. gross laden vehicles and tipping trailers.
- c. No liability will attach to Fertile Fibre in the event that unsuitable or unsafe sites for deliveries are damaged when delivery is made. The buyer accepts absolutely and will reimburse Fertile Fibre or their agents for any damage occasioned to the vehicles used for delivery if such damage is caused by an unsuitable or unsafe site. The delivery vehicle will not be moved from the roads, hard standing or other suitable off-loading sites, unless the driver is specifically requested to do so by the purchaser or his agents. In the event that such a vehicle move is requested and the driver agrees, the buyer will be responsible for any damage to the vehicle or site that may be caused.
- d. Goods requiring special appliances for unloading (i.e. forklift truck) from the delivery vehicle are delivered only on the understanding that such appliances are made available by the buyer at the destination.
- e. The driver of the vehicle delivering Fertile Fibre products has total right of judgement on the safe discharge on any site.

3. Claims

- a. Claims based upon those defect of quantity, quality or condition which should be apparent upon reasonable examination, shall be made within three business days by email, fax or phone to Fertile Fibre. In the event of no complaint being made within the allocated time, the buyer will be held to have accepted the material as satisfactory for purpose.
- b. While the company will make every effort to supply materials strictly in accordance with the quality or specification ordered, if any of the materials supplied are proved to be defective or not of the correct quality or specification ordered, the Company's liability will be limited to the free replacement of materials shown to be unsatisfactory. In no circumstances will the Company be liable for consequential loss or damage caused or arising by any reason or any fault in the goods or materials supplied and it is specifically declared that defects which become apparent only after the materials have been used will not entitle the customer to any claim in excess of the invoice price of the materials supplied.
- c. All pallets supplied with Fertile Fibre's products are provided free of charge. The buyer will use or dispose of these pallets as they feel fit without cost or recourse to Fertile Fibre.

4. Property and Risk

- a. The property in any goods supplied by Fertile Fibre shall not pass to the buyer until Fertile Fibre has received payment in full for the goods supplied.
- b. Any goods supplied or to be supplied to the buyer shall nevertheless be at the buyer's risk from the time when Fertile Fibre notifies the buyer that the goods are available for collection or from the time of delivery, whichever shall be earlier.
- c. In the event that the Buyer is in default of any payment to Fertile Fibre or announces that it is ceasing to trade, suspends payments and/or notifies any of its creditors that it is unable to meet debts or that it is about to suspend payment of its debts or enter into a composition or arrangement with or makes assignment for the benefit of its creditors or a receiver is appointed to the Buyer's property or assets or any part thereof or that a Court order is made or a resolution passed for the winding up of the Customer (being a Limited Company) except for the purposes of reconstruction or amalgamation or that the Buyer commits any act of bankruptcy. Fertile Fibre's consent to the Buyer's possession of Fertile Fibre's goods shall cease and Fertile Fibre shall be entitled forthwith to enter the Buyer's premises and to repossess its goods.

5. Buyer's Default

- In the event of the Buyer failing to accept deliveries or failing to pay for the storage of the material (whichever is its duty under the Contract) by the last day of the Contract period other than as a result of force majeure, the quantity not delivered against the mean Contract quantity shall be deemed in default. Fertile Fibre may:
- a. Sell the goods at the market price for the account of the Buyer and may charge rent, interest and any other reasonable expenses and deduct these from any sum so realised prior to paying any balance over to or claiming from the Buyer; or
 - b. Claim damages to be settled by arbitration, such damages not to exceed the differences between the contract price and the market price on the day of default, this being the day after the last day on which the Contract could have been performed.

6. Payment Terms

- a. All goods will be quoted for and priced nett, VAT will be added at the rate prevailing at the date of the invoice when rendered.
- b. Payment is due on the date shown on the invoice, hereinafter referred to as the due date. If, after the due date any amount due shall remain unpaid, Fertile Fibre may, having so informed the Buyer in writing and at his sole discretion, change interest on the principal sum due up to a maximum of 5% above the Barclays Bank plc base rate for the time being in force.
- c. Any option granted by Fertile Fibre to the Buyer under this clause whether expressed to be credit charge, interest or otherwise is granted without prejudice to Fertile Fibre's right to demand immediate payment of the full or any lesser amount together with any credit charges and interest accrued after the due date.
- d. No variation of these payment terms shall be valid unless confirmed by Fertile Fibre in writing.

7. Sales by Volume

- a. It is understood that where Fertile Fibre is supplying organic materials, the quantities supplied shall not be measured in weight, but by volume and variation in weight within normal commercial limits will not justify a complaint in respect of shortfall in the delivery and no price reduction in prospect thereof.
- b. The volume supplied is measured at the loading point by Fertile Fibre according to a standard procedure, specific details of which are available from the Company on request.

8. Security

Fertile Fibre will be entitled at any time to require a Buyer to provide financial status and/or security for purchase price unpaid and in the event of a Buyer being unable to provide suitable references and guarantees or security, Fertile Fibre will be entitled to withdraw from any existing contracts without liability.

9. Force Majeure

In the event of war, invasion, act of foreign enemy hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, the Seller shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute rules, regulations, orders or requisitions issued by any Government department, council or other duly constituted authority or from strikes, lockouts, breakdowns of plant or any other causes (whether or not of a like nature) beyond the Seller's control.

10. Law

The Contract shall be governed by English Law.

11. Arbitration

All disputes, differences or questions at any time arising between the parties as to the construction of the Contract or as to any matter or thing arising out of the contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties. Costs of any such arbitration to be met equally