

Terms and Conditions of Sale

1. **Definitions:**

- (a) 'Buyer' means the person who agrees to buy the Goods from Richard Webster Nutrition Ltd.
- (b) 'Conditions' means the Terms and Conditions of Sales set out in this document.
- (c) 'Contract' means any contract based upon or arising out of these Conditions.
- (d) 'Goods' means any goods agreed in the Contract to be supplied to the Buyer by RWN.
- (e) 'Price' means the price for the Goods excluding VAT.
- (f) 'RWN' means Richard Webster Nutrition Ltd.

2. **Offers and Contracts:** Each order or acceptance of a quotation for Goods by the Buyer from RWN shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions. Such offer may be accepted by RWN by written acceptance of the order, oral acceptance of the order, or by RWN beginning to perform its obligations consistent with the existence of a purchase agreement. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions. The buyer shall ensure that the terms of its order and any applicable specification are complete and accurate. No order placed upon RWN shall form a binding contract on RWN unless confirmed in writing by RWN.

3. **Prices:** Unless expressly stated otherwise, all prices quoted before delivery will be subject to the availability of the goods and the price ruling at the time of delivery. All prices are subject to the addition of VAT (where applicable) at the appropriate rate.

4. **Delivery, Inspection and Complaints:**

- (a) The Buyer is required to inspect Goods delivered by RWN immediately on receipt. Any claim arising from whatever cause - short delivery, damage to the Goods or property, the 'use by dates', quality of product, defects etc., should be notified to RWN in writing within three days of delivery. Where the Buyer accepts or is deemed to have accepted any Goods then RWN shall have no liability to the Buyer in respect of the delivery of those Goods.
- (b) The Buyer must submit complaints concerning invisible defects concerning the Goods as soon as possible and not later than eight days of the date on which the Buyer became aware, or should have become aware, of the defects, and no later than eight days of the recommended 'use by date' or, in the absence thereof, within three months of the delivery of the Goods, and any failure to do so shall mean that the Buyer has no remedy in respect of such defects and RWN is deemed to have met its obligations in full.
- (c) The Buyer must submit any complaint concerning an invoice to the Seller in writing, within 14 (fourteen) days of the receipt of the invoice, and any failure to do so shall mean that the invoice will be deemed to be accurate.
- (d) RWN shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to RWN of the non-delivery within three working days of the date when the Goods would in the ordinary course of events have been received. Any liability of RWN for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5. **Advice:** All advice and sales are made conditionally, that RWN is not held responsible for results attendant upon the use of the Goods or the advice given. Any performance figures quoted by RWN are estimates only based on assumed conditions and levels of management. These factors are outside the control of RWN and consequently performance cannot be warranted. However RWN warrants Goods sold to the buyer in accordance with such warranties given by the manufacturer (who is not RWN). Details of such warranties are available on request.

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6. Exclusion and Extent of Liability. To the extent permitted by law:

(a) Save as provided in these Conditions RWN excludes all conditions, guarantees or warranties whether express or implied by statute, common law or otherwise, including (without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality, fitness for purpose, or description of the Goods or as to their life, wear or use under any conditions whether known or made known to RWN or not;

(b) RWN's liability to the Buyer in respect of defective or damaged Goods or any shortfall in supply contrary to these Conditions shall be limited as set out in these Conditions and RWN shall be under no liability in contract or tort or otherwise for any injuries, losses, expenses or damage direct or indirect, including but not limited to total or partial failure of the resultant crop, loss in production, loss in animal output, performance or for any consequential loss whatsoever save as provided in these conditions;

(c) The liability of RWN for any loss or damage resulting to the Buyer from defective Goods or from any other cause whatsoever shall be limited to the purchase price of the Goods. In the event that any Goods supplied by RWN do not comply with the express terms of the Contract, or are defective in any way, RWN will at its option replace the Goods free of charge to the Buyer or will refund all payments made to RWN by the Buyer and this will be the limit of RWN's obligation; in which event RWN shall be under no further liability to the Buyer;

(d) RWN shall not be liable in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow RWN's instructions or misuse, alteration or repair of the Goods.

7. The Goods: The quantity and description of the Goods shall be as set out in RWN's quotation or acknowledgement of order. Variation in declarations may occur from time to time. Final details are as shown on tickets relating to each delivery, or are available on request. All samples, drawings, descriptive matter, specifications and advertising issued by RWN and any descriptions or illustrations contained in RWN's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.

8. Acceptance of Goods: The risk in Goods will remain with RWN and shall pass to the Buyer at the time and point of delivery named in the contract or invoice. In the absence of written advice from the Buyer to RWN, the Goods, will be deemed to have been delivered and accepted by the Buyer complete and in a satisfactory condition. Thereafter the Buyer shall be responsible for the satisfactory care and protection of the Goods until RWN has received payment for the Goods in full. Failure of the Buyer to take delivery of any installment of the Goods, or to pay for such installment in accordance with these conditions shall entitle RWN to terminate the Contract and/or re-sell the Goods in which case the Buyer shall be liable for any costs, or for losses incurred by RWN.

9. Ownership: Equitable and beneficial ownership shall remain with RWN until full payment has been received (each order being considered as a whole). In the event that Goods are consumed or resold before payment is made in full RWN shall be entitled to a first call on the proceeds of the sale of the livestock or the produce of the livestock, which consumed the feed or to the proceeds of the sale of the resold Goods.

10. Payment: The Contract shall be on these conditions to the exclusion of all other terms and conditions. If, however, circumstances arise for which provision has not been made in these conditions, any relevant provisions of the AIC Standard Terms shall govern the parties' respective rights and obligations. Our standard terms of payment are 14 days from date of invoice. The actual agreed "payment due date" is as stated on invoice. All invoices unpaid after the due date will attract statutory interest or part thereof whilst the invoice remains unpaid unless otherwise agreed. RWN will also be entitled to claim compensation for debt recovery costs. RWN reserves the right to require payment of overdue accounts at any time. If the Buyer fails to pay RWN any sum due pursuant to the Contract: RWN shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer; RWN reserves the right to require payment of the price before delivery.

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11. **Failure to Take Delivery:** The Buyer shall take delivery of the Goods within the period of delivery specified by RWN. Delivery and collection periods or times are estimates only. RWN shall not be liable for late delivery or short delivery of the Goods. If the Buyer shall fail to take delivery of the Goods at the date specified in this Contract or when delivery becomes due then RWN may cancel any such delivery or deliveries without prejudice to its rights to claim damages. The Buyer shall also reimburse RWN for all related costs incurred including additional storage and haulage and shall remain liable to pay the purchase price of the Goods.

12. **Delivery Quantities and Timing:** RWN may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract. Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle the Buyer to repudiate or cancel any other Contract or installment. If RWN delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by RWN, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate. Any damage due to inadequate site access shall be at the Buyer's risk.

13. **Price Revisions:** RWN reserves the right to increase the price of the Goods to reflect any increase in the cost to RWN which is due to any factor beyond its control (including increases in the costs or charges relating to fuel, packaging, carriage, insurance, tax, duty, levy or any other statutory charge), any change in delivery dates, quantities or specifications for the Goods requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give RWN adequate information or instructions. In this event the Buyer will be notified in advance of delivery for the Buyer to exercise an option of acceptance of the revised prices or cancellation of the contract.

14. **Force Majeure:** RWN shall not be liable for any failure to fulfill any obligation hereunder if to the extent that such fulfillment is prevented by circumstances beyond its reasonable control. RWN reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of RWN including, without limitation, acts of God, governmental actions, war or threat of war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, power failure or breakdown in machinery, inclement weather, import or export restrictions or embargoes, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable supplies, provided that, if the event in question continues for a continuous period in excess of one month, the Buyer shall be entitled to give notice in writing to RWN to cancel the Contract.

15. **Cancellations:** No order which has been accepted by RWN may be cancelled by the Buyer except with the agreement in writing by RWN and on the terms that the Buyer shall indemnify RWN in full against all loss, including loss of profits, costs, damages and expenses incurred by RWN as a result of cancellation. RWN shall be entitled, without liability, to cancel the Contract or part of it or to cancel or withhold further deliveries of Goods or refuse to accept further Orders from the Buyer if, in its reasonable opinion the Buyer will fail to make payment in accordance with RWN's payment instructions or fail to perform any other obligation undertaken by it under the Contract.

16. **Returns:** Without RWN's written consent, the Buyer shall not return Goods to RWN. Duly authorized returns shall be returned to the relevant premises at the Buyer's expense. Where the Buyer returns goods without RWN's prior written consent the Buyer will remain liable for the full invoice value of the returned Goods and any refunds will be at RWN's sole discretion.

17. **Exceptions:** Any exceptions to the above can only be by prior written agreement signed by an officer of RWN. The Contract shall be governed by, and construed in accordance with, English law. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

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