



The following sets out the general terms and conditions on which Fane Valley Stores Limited ('the Seller') will supply agricultural and related products and services to trade customers ('the Buyer') who have agreed to purchase them. These terms and conditions do not apply if you are a consumer. For the purposes of these terms and conditions a consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

1. Definitions

'Buyer' means the person, firm or corporate entity to whom the Seller has agreed to provide the Products and/or Services subject to these terms and conditions;

'Carted' means a third party transit delivery business;

'Contract' means these terms together with any and all documentation relating to the agreement between the Seller and the Buyer;

'Delivery date' means the date specified by the Seller when the Products and/or Services are to be delivered;

'Force majeure' means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any supply chain issues, strike, lock-out or other industrial action, shortage of labour power or fuel, delay by the Seller's suppliers, pandemic, extreme weather event, climate change or crop failure);

'On Site Services' means the taking of soil samples, faecal egg count, silage analysis and any other services from time to time provided by the Seller by an employee and or agent of the Seller;

'Price' means the price set out in the list of prices of the Products/Services maintained by the Seller as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges or interest on such as may be quoted by the Seller or as may apply in accordance with these terms and conditions;

'Process Personal Data' has the meaning as set out in the General Data Protection Regulations as from time to time amended;

'Products' means all goods, medicines, treatments, organic products (such as seeds, animal feed, fertiliser and other organic products without limitation) plant and/or services to be provided by the Seller under the Contract including without limitation any Services including ADVICE, provided by Registered Animal Medicine Advisers ('RAMAs') and agronomists and or other employees of the Seller and or On Site Services and or any delivery and/or collection service in respect of the Products. For the avoidance of doubt where separate Seller terms and conditions apply to the provision of any Services those terms and conditions shall take precedence over these terms and conditions of sale;

'Seller' means Fane Valley Stores Limited registered in Northern Ireland Company number NI023151 having its registered office at Units 1-2 Glenavoy Road Business Park, 20 Glenavoy Road, Moira, Craigavon, County Armagh, Northern Ireland BT67 0LT, telephone number 028 9261 9620 and VAT registration number GB696702495;

'Services' means any other services provided by the Seller that are not defined as Products and or On-Site Services above;

'Site' means the place or places provided or made available by the Buyer to the Seller for the purposes of delivery of the Products and or performance of the Services;

'Working Day and/or Hours' means 8:30am to 17:30 pm Monday to Friday and Saturday 08:30 to 13:30 inclusive but excluding public holidays and excepting where specifically advertised by one of the Seller's stores in which case the working day will be as advertised by each store.

2. Basis of contract

2.1 These terms shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions contained, or referred to, in the Buyer's order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Buyer, or implied by law, trade custom, practice or course of dealing.

2.2 The Buyer's order whether made verbally or in writing, or the Buyer's acceptance of a quotation for the supply of Products and/or Services by the Seller, constitutes an offer by the Buyer to purchase Products from the Seller and/or to provide the Services on these terms and conditions. No offer placed by the Buyer shall be accepted by the Seller other than by a written acknowledgment, including by email, issued and executed by the Buyer, by the Buyer completing in full and signing the Seller's credit application form or, if earlier, by the Seller starting to provide the Products and/or Services or when a payment is made by the Buyer by bank transfer, credit card, cheque or cash, whichever is the first to occur. The supply and purchase of the Products and/or Services on these terms will be established. The Buyer's standard terms and conditions, if any, attached to, enclosed with or referred to in any order or other document shall not govern the Contract.

2.3 Each order which is accepted by the Seller in accordance with clause 2.2 shall constitute a separate legally binding contract between the Seller and the Buyer.

2.4 No addition, alteration or substitution of these terms will bind the Seller or form any part of any contract unless they are expressly accepted in writing by a person authorised to sign on behalf of the Seller.

2.5 The Seller's employees or agents are not authorised to make any representation with regard to the subject matter of the Contract. Any advice, recommendation or representation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the delivery, storage, application or use of the Products or otherwise which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and, accordingly, the Seller shall not be liable for any such advice, recommendation or representation which is not so confirmed.

2.6 The Seller reserves the right to refuse to provide the Products and/or Services where, in the opinion of the Seller, delivery of the Products and/or performance of the Services would pose a risk to the health and safety of any person including, without limitation, as a result of the Site, any facilities or equipment provided by the Buyer or any failure of the Buyer to comply with any of its obligations under the Contract and or where in the sole opinion of the Seller's RAMAs or agronomists it is unsafe or inadvisable to provide the Products and/or Services.

2.7 The Buyer is wholly responsible for ensuring the accuracy of the terms of any order and any applicable specification. Any recommendation, or suggestion relating to any delivery, use, storage or handling of the Products/Services made by the Seller either in sales and technical literature or in response to a specific enquiry or otherwise is given in good faith but it is strictly for the Buyer to satisfy itself of the suitability of the Products for its own particular purposes and the Buyer accepts that it does not rely on any such recommendation, design proposal, suggestion or representation.

2.8 Any description given or applied to the Products is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description, design proposal or other document when entering into the contract. Any typographical, clerical or other error or omission in any sales literature, quotation, design proposal, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.9 Where a sample of the Products is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so far as to constitute a sale by sample.

2.10 All Products are subject to stock availability at the time of ordering. No warranty is given by the Seller that the Products ordered are actually in stock at the time of ordering and the Seller shall be under no obligation to purchase Products from alternative sources of supply.

2.11 In the event that a particular variety of Product is not available the Seller reserves the right to substitute an alternative variety at the Seller's sole discretion.

2.12 Whilst the Seller agrees to take all steps reasonably required to fulfill its obligations under this agreement in the normal course, the Seller will not be obliged to give the Buyer any priority over any other customer of the Seller with regard to the supply or delivery of the Products.

2.13 No cancellation of the whole or any part of any order is permitted except where expressly agreed by the Seller verbally or in writing. In the event of such agreed cancellation the Buyer shall indemnify the Seller against all expenses incurred as a result of such cancellation. In any case in which the Seller is required to place a deposit with a manufacturer or supplier in respect of a Buyer's order then the Seller may require the Buyer to reimburse the Seller with this sum in the event of cancellation of the order or any part thereof by the Seller. Where cancellation involves Products designed, made or ordered specially for the Buyer then the Buyer will be liable for any costs incurred by the Seller in respect of such cancellation.

2.14 The Seller reserves the right to refuse to accept any order or perform any Contract if the Buyer's arrangements for payment or credit appear to be or become unsatisfactory.

2.15 The Seller reserves the right to make searches of the Buyer's details, background and credit history with credit reference and fraud prevention agencies prior to carrying out any obligations in these Terms and Conditions. Such credit reference agencies may, at their absolute discretion, keep a record of the search and share that information with other businesses.

3. Animal Health and Agronomy Services

3.1 Certain of the Seller's employees are Registered Animal Medicine Advisers and as such are members of the Animal Medicines Training Regulatory Authority ('AMTRA'). The Buyer may engage the services of these employees to provide advice at the Buyer's discretion. Charges for such advice may be applied at the Seller's sole discretion.

3.2 The Seller provides access to testing and analysis facilities and access to a veterinarian and veterinarian services at a cost determined by the Seller.

3.3 Where samples are sent by the Seller to a third party testing facility the Buyer acknowledges that the Buyer will be responsible for all costs applied by the third party testing facility.

3.4 Because certain employees of the Seller have membership of relevant professional bodies those employees provide advice subject to the requirements and obligations of those bodies. This may limit or override any provisions of these Terms and Conditions or anything else agreed by the Parties. At all times the Buyer has the right not to accept the advice and the Seller has the right not to sell certain products based on that advice.

3.5 In addition to the rights and remedies provided under these Terms and Conditions or available under law, the Buyer may also use the rights available to it because of the advisers' membership of relevant professional bodies.

3.6 Where the advice calls for the provision of opinions and advice and assistance and the Parties acknowledge and agree that the Seller's employees may give an opinion or an interpretation on a set of facts or an issue provided by the Buyer which is fully in accord with its obligations under these Terms and Conditions and in accordance with its obligations as members of relevant professional bodies-but another member of the relevant professional bodies-may give a different opinion or interpretation on the same facts or issue.

3.7 The Seller's employees may provide reports to the Buyer based on the information provided by the Buyer. Unless otherwise agreed by the Seller in writing the following shall apply to such reports:

3.7.1 The Buyer will be entitled to one copy of any report;

3.7.2 The Buyer will be entitled to use any reports only in connection with the purpose stated in the report and without prejudice to the generality of the foregoing shall not use any reports in connection with any other purpose;

3.7.3 The Buyer will not be entitled to publish any reports or sell or make the report available to third parties or allow any other person to do so;

3.7.4 the copyright and database right and all other intellectual property rights in the report or any other material created or prepared whether or not provided to the Buyer, by the Seller in providing the advice, shall belong to the Seller.

3.8 At the Buyer's request the Seller may provide gateway access to a registered veterinarian. The Buyer acknowledges that the veterinarian is not an employee, agent or servant of the Seller.

4. Organic Products

4.1 Subject to clause 2 the Seller warrants that seed Products will be of the species and type specified in the contract and that they shall comply at the time of delivery with the applicable Northern Ireland Seeds Regulations in force at that time and in so far as they are not inconsistent with these Terms and Conditions.

4.2 Where the sale of Products is specified to be 'As Grown' the AIC Grain Note conditions shall apply in so far as they are not incompatible with these Terms and Conditions.

4.3 Any advice given by the Seller's employees and or agents is approximate and given for general guidance only. Variations in climate conditions could render such advice inaccurate. Any such advice does not constitute a representation by the Seller to the Buyer and shall not be relied on as such by the Buyer.

4.4 The Seller does not give any warranty that the Products are fit for the Buyer's purpose whether or not that purpose has been made known to the Seller and the Buyer must satisfy itself that any Products ordered are of a variety and performance, including but not limited to purity, satisfactory for its requirements.

4.5 Where specially treated or tested Products are requested by the Buyer the Seller warrants only that the treatment is applied in accordance with the manufacturer's instructions but gives no warranty or representation as to the effects or implications of such treatment.

4.6 With respect to pelleted animal feed Products the Seller relies on the expertise of the pelletter and provides no warranty or guarantee beyond any warranty or guarantee provided by the pelletter to the Seller.

4.7 Unless otherwise stated in writing the Products are supplied for the production of consumer crops only and not for multiplication purposes.

4.8 Where the Products have been treated with a liquid or powder to control pests or diseases or have been fumigated or pelleted the purity and or germination results may be based on tests made before or after the treatment.

4.9 The Products are of conventional varieties bred from parent plants which have not been genetically modified ('GM'). All reasonable steps have been taken to prevent the adventitious presence of GM material during breeding, production and handling of the Products (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. The Products are field grown and therefore no guarantees or warranties can be given of absolute freedom from GM impurities since this does not and cannot exist in nature. No liability is

accepted for any damage whatsoever or howsoever caused and or arising from the possible occurrence of any adventitious traces of GM impurities in the Products.

5. Price

5.1 The price of the Products and/or Services shall be as published in the price list current at the date of delivery of the Products subject at all times to any fluctuations in cost prices paid or to be paid by the Seller. The Seller reserves the right at its sole discretion to increase the price to be paid by the Buyer in the event that cost prices paid or to be paid by the Seller are increased prior to delivery of the Products and/or Services to the Buyer. The price is exclusive of VAT, which shall be due at the rate ruling on the date of a VAT invoice, or any analogous sales tax, carriage, freight, postage or insurance costs.

5.2 Prices quoted are valid for 48 hours and are applicable to the quantity specification delivery dates and information provided by the Buyer. If the order placed is varied or delayed is caused by the Buyer's instructions or lack of instructions the Seller at its sole discretion shall be entitled to adjust the price.

5.3 The price includes the cost of delivery on weekdays during normal working hours. An additional charge will be made if the Seller agrees to a Buyer's request to deliver outside normal Working Hours.

5.4 The Buyer shall be responsible for all bank charges in connection with the payment of the Price, and if any deduction is made by a bank from any payment made by the Buyer, the Buyer shall forthwith on written request by the Seller pay such additional amount as will result in the Seller receiving the amount that would have been payable under this agreement had no such charges been deducted.

6. Payment

6.1 Credit Accounts will be subject to satisfactory trade, bankers and other requisite references, and where no other terms of payment have been specifically agreed in writing, the Seller's terms as cash payment in full to be made within 30 days from the date of the invoice supplied by the Seller. Payment shall be made in the currency stated in the invoice.

6.2 The Seller reserves the right to refuse to execute any order or contract if the arrangements for payment are or the Buyer's credit is not satisfactory to the Seller and in its sole discretion the Seller may require payment for each consignment when it is available and before it is dispatched in which case delivery will not be effected until the Seller is in receipt of cleared funds.

6.3 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may claim.

6.4 The Seller shall be entitled at all times to set off any debt or claim of whatever nature which it may have against the Buyer.

6.5 Any invoice disputes shall be raised in writing by the Buyer within 14 working days of receipt.

6.6 If the Buyer fails to make any payment when due then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

6.6.1 claim interest at the rate of 3 per cent per annum over the Bank of England base rate from time to time in force from the date when payment becomes due from day to day until the date of payment or judgment whichever is the earlier; and

6.6.2 require the Buyer to pay, in advance, for any Products and/or Services (or any part of the Products and/or Services) which have not yet been performed; and

6.6.3 recover from the Buyer all legal and other fees, costs and expenses incurred by the Seller in connection with the collection by the Seller of any payment not made when due including but limited to the costs of instructing third party debt collection agencies; and

6.6.3 not to deliver any further Products until any outstanding invoice is paid in full.

7. Delivery

7.1 The Seller's liability for delivery ends at the tailboard of its vehicle or the premises of its suppliers when the Products are delivered direct from suppliers to the Buyer or where Products are delivered by a third-party carrier by delivery to that carrier.

7.2 Delivery dates are estimates only.

7.3 Time for delivery shall not be of the essence of the Contract and the Seller shall not be liable for any delay in delivery of the Products howsoever caused.

7.4 Delivery charges may apply at the sole discretion of the Seller.

7.5 The Seller shall not be liable for any loss damages costs or expenses of any kind whatsoever whether direct or indirect (including for the avoidance of doubt any liability to a third party) resulting from any delay in delivery of the Products or failure to deliver the Products in a reasonable time.

7.6 At the Seller's sole discretion the Seller will either refund the price paid by the Buyer or issue a credit note for any Products undelivered to the Buyer.

7.7 If the Buyer fails to take or make arrangements to accept delivery or collect the Products or if the Seller is unable to deliver because of inadequate access or instructions delivery shall be deemed to have taken place and the Seller without prejudice to any other right or remedy available to it shall be entitled to:

7.7.1 make additional charges for failed delivery, and

7.7.2 store the Products at the Buyer's risk and costs, and

7.7.3 invoice the Buyer for the Products, and

7.7.4 terminate this Contract without liability on the Seller's part, and

7.7.5 recover from the Buyer all costs and losses incurred by the Seller.

7.8 The Seller reserves the right to make delivery by instalments. Where delivery is made by instalments, each instalment is to be deemed a separate contract and any delay, default or non-delivery of any one instalment shall not entitle the Buyer to cancel the remainder of the Contract. The Seller reserves the right to levy additional charges for deliveries by instalments for any reason whatsoever.

7.9 Unless the Seller agrees otherwise, the Buyer shall provide adequate labour, forklift, other lifting equipment and other facilities at the point of delivery to enable the Products to be safely and properly unloaded and to enable unloading to be completed with reasonable speed. If the Seller's delivery vehicle is kept waiting for an unreasonable time or is obliged to return without completing delivery or if the Seller provides additional staff to unload Products an additional charge will be made.

7.10 The Buyer shall indemnify the Seller against any claims arising from such unloading except to the extent that any such claims relate to personal injury, death or damage to property which is caused by the negligence of the Seller's employees or agents.

7.11 In the event that an incorrect quantity of the Products is delivered the Buyer shall not be able to object to or reject the Products or any of them on any ground alone.

7.12 The Seller shall deliver the Products as near as possible to the delivery address as a safe hard road permits. The Seller reserves the right to refuse to deliver the Products to premises considered in the discretion of the driver to be unsuitable for any reason including prevailing weather conditions.

7.13 The Buyer shall be responsible for any damage to the Seller's vehicles caused by the Buyer's servants and or agents.

7.14 If Products are to be deposited other than on the Buyer's private premises the Buyer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and will indemnify the Seller in respect of all losses damages costs and expenses it may incur as a result of such delivery whether on the public highway or elsewhere.

7.15 The Buyer will not be entitled to terminate the Contract as a whole if the Seller fails to meet any given times or dates for delivery.

7.16 Without prejudice to Condition 5.8, the Buyer shall not fail or refuse to accept delivery of any Products on the grounds that the quantity is below the quantity ordered. Provided that the Buyer notifies the Seller and the Carrier of any shortage within three (3) Working Days after the Products have been delivered or were collected by the Buyer and provided the Seller has agreed the amount of the shortage, the Seller may deliver, within a reasonable time, the balance of the Products required to bring the total to the quantity ordered.

7.17 Excluding deliveries of bulk feed if the Seller delivers in excess of 101% of the quantity set out in the Order the Buyer shall:

7.17.1 notify the Seller immediately; and

7.17.2 request the Seller to collect (at the Seller's expense) the excess quantity of the Products; or

7.17.3 agree to pay the Seller for the excess Products pro rata at the Price and be invoiced accordingly for this.

7.18 Subject to the other provisions of these Terms and Conditions, the Seller shall not be liable for any direct, indirect or consequential loss (all of which include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in delivery or any other time given for delivery of the Products even if caused by the Seller's negligence.

7.19 If the Seller is prevented, hindered or delayed from delivering the Products because of a Force Majeure event, then the Seller may give verbal or written notice to you at any time in writing either:

7.19.1 cancelling the Seller's outstanding obligations to deliver Products under these terms and conditions, or

7.19.2 extending the time for delivery of the Products outstanding by a period not exceeding three (3) months.

7.20 If notice is given under clause 7.19:

7.20.1 the Seller shall not be liable to the Buyer in damages for any loss whether direct, indirect or consequential of whatever nature which the Buyer may incur as a result; and

7.20.2 the time for delivery shall be extended accordingly and the Seller shall not be in breach of Contract due to the late delivery.

7.21 The Seller reserves the right to charge the Buyer for all pallets and or other containers on and or in which Products are delivered to the Buyer;

7.22 The above provisions of this Clause 7 do not affect the Seller's right to recover the price of any Products that have already been invoiced to the Buyer or in respect of which risk has passed to the Buyer.

8. Inspection

8.1 The Buyer shall inspect the Products at the place and time of unloading but nothing in these Terms and Conditions shall require the Buyer to break packaging and/or unpack Products which are intended to be stored before use.

8.2 At the place and time of unloading and if the Buyer believes there is loss or damage to the Products during transit which may be the Seller's responsibility, the Buyer must notify the Seller in writing within three (3) Working Days of Delivery. If the Seller does not receive such written notice within the stated time scale then the Seller will not be liable to the Buyer for any loss or damage to the Products arising during transit. If Products have been damaged during transit then all packaging materials must be retained for examination by the Seller, the carrier or their agents.

8.3 Where it is or would have been apparent on a reasonable inspection that the Products are not in conformity with the order or (where the order is for sale by sample) that the bulk does not compare with the sample the Buyer must give the Seller written notice within three (3) working days.

8.4 If the Buyer fails to give the Seller notice within the time stated in clause 8.2 above the Products will be deemed to have been accepted and the Buyer shall not be entitled and shall irrevocably and unconditionally waive any right to reject the Products.

9. Risk and title

9.1 Risk in the Products shall pass to the Buyer when the Products are delivered.

9.2 The title to the Products shall remain with the Seller until the Buyer pays the Price of the Products and any other sums outstanding between the Buyer and the Seller.

9.3 Until title passes:-

9.3.1 the Buyer shall hold the Products as the Seller's fiduciary agent and bailee

9.3.2 the Products shall be stored separately from any other goods and the Buyer shall not interfere with any identification marks labels batch numbers or serial numbers on the Products;

9.3.3 the Buyer shall maintain the Products in a satisfactory condition and keep them insured, on the Buyer's insurance, for the Price against all risks and provide the Seller with a copy of such insurance at the Seller's request;

9.3.4 the Buyer shall hold the proceeds of any insurance referred to in clause 9.3.3 on trust for the Seller and do not mix them with any other money or pay the money into an overdraft/bank account.

9.3.5 The Seller agrees that the Buyer may use or agree to sell the Products as principal and not as the Seller's agents in the ordinary course of the Buyer's business subject to the following express conditions:

(a) that the entire proceeds of any sale or insurance proceeds received in respect of the Products are held in trust for the Seller and not mixed with any other monies or paid into an overdraft/bank account and shall at all times be identifiable as the Seller's money;

(b) any sale shall be to an unconnected third party at not less than the value of the Products when sold to the Buyer;

(c) that the Buyer notifies its customer that the Seller remains the legal owner of the Products until the Seller receives payment in accordance with Clause 9.2 and the Seller reserves the right to label the Products accordingly;

(d) that the Buyer will at the Seller's request and at the Buyer's expense assign to the Seller all rights the Buyer may have against its customer;

(e) the Seller can revoke the Buyer's right to sell and use the Products at any time by written notice to the Buyer if the Buyer has failed to pay any sums due to the Seller (whether relating to the Products or other products and/or Services) within three (3) Working Days of the due date or if the Seller has genuine doubts as to the Buyer's solvency subject at all times to the provisions of the Corporate Insolvency and Governance Act 2020 as amended;

(f) that the Buyer's right to use or sell the Products may be withdrawn by the Seller on notice at any time and will automatically cease if the Buyer becomes insolvent subject at all times to the Corporate and Insolvency Act 2020 as amended.

9.3.6 If the Products are to become affixed to any land or building the Buyer must ensure that they are capable of removal without material injury to the land or building and the Buyer shall take all necessary steps to prevent title to the Products from passing to the owner or landlord of such land or building.

9.4 The Buyer's power of sale and use under Clause 9.3 above shall automatically cease if:

9.4.1 the Buyer has a petition presented for its winding up; or

9.4.2 (if the Buyer is an individual) the Buyer dies or becomes incapacitated; or

9.4.3 the Buyer passes a resolution for voluntary winding up otherwise than for the purpose of a bona fide amalgamation or reconstruction; or
9.4.4 the Buyer compounds with its creditors or has a receiver appointed over all or any part of its assets; or
9.4.5 a petition for an administration order is presented or is intended to be presented in respect of the Buyer; or
9.4.6 the Buyer is or becomes bankrupt or insolvent; or
9.4.7 the Buyer enters into any arrangements with creditors; or
9.4.8 the Buyer takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under Foreign law.
9.5 The Seller shall be entitled to recover the price of the Products including VAT even though the property in any of the Products remains with the Seller.
9.6 The Buyer will not pledge the Products and will keep them free from, and indemnify the Seller against, any charge, lien or other encumbrance on them. If the Buyer does pledge or in any way charge any of the Products, all monies owing to the Seller by the Buyer shall (without prejudice to any other right or remedy the Seller may have) immediately become due and payable.
9.7 The Seller shall be entitled at any time to recover any or all of the Products to which the Seller has title and for that purpose the Seller may with such transport as is necessary enter upon any premises occupied by the Buyer or to which the Buyer has access and where the Products may be or are believed to be situated and for the purposes of such repossession the Buyer grants to the Seller its agents and employees an irrevocable licence to enter on any of the Buyer's premises where the Products are stored or where the Seller may reasonably believe they may be stored.

10. Returns
10.1 Requests made within seven (7) days of delivery by the Seller or collection by the Buyer for the return of Products must be made to the Seller's offices and any credit agreed will be subject to a minimum 35% deduction for re-stocking. Drivers have instructions not to accept returns of Products without prior instructions. Under no circumstances will the Seller accept the return of Products which have been specially procured by the Seller to special instructions or which have deteriorated.
10.2 Nothing in clause 10.1 shall oblige the Seller to accept the return of Products and it will be entirely within the Seller's sole and absolute discretion as to whether or not the return is to be accepted and under what circumstances.
10.3 If a request for the return of Products is accepted by the Seller then such return shall be the Buyer's only remedy for defects in Products which have not been used by the Buyer and for the avoidance of doubt the Seller shall not be liable for storage costs; warehousing; processing; manufacturing; labour; or any other indirect or consequential loss.

11. Buyer obligations
11.1 In addition to the obligations contained elsewhere in these Terms and Conditions the Buyer shall:
11.1.1 ensure the accuracy of each order for the Products given by the Buyer;
11.1.2 promptly provide the Seller with all necessary and accurate information (including without limitation the correct herd number in respect of the provision of ear tags for livestock) relating to the Products which is reasonably required by the Seller to enable the Seller to fulfil each order in accordance with its terms;
11.1.3 obtain and maintain any necessary import licences, or other necessary licences, permissions and consents and and/or other requisite documents which may be required before the date on which the Services are to start or the Products are to be delivered (except those agreed to be provided by the Seller), and otherwise comply with any applicable laws or regulations concerning the importation of the Products, and pay all applicable customs duties, taxes and charges in respect of the importation of the Products and their resale;
11.1.4 provide access to the Seller, its employees, agents and/or sub-contractors, to the Buyer's premises as reasonably required by the Seller, its employees, agents and/or sub-contractors;
11.1.5 ensure that all Products are stored in appropriate conditions so as to prevent deterioration of the Products;
11.1.5 not do anything which might at any time give rise to a breach of the warranties set out in clause 12;
11.1.6 the Buyer shall be liable to pay to the Seller on demand all reasonable costs, charges or losses sustained or incurred by the Seller including without limitation any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere arising directly or indirectly from the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract subject to the Seller confirming such costs, charges and losses to the Buyer in writing;
11.1.7 the Buyer shall provide its own personnel with all necessary personal protective clothing and equipment and to ensure compliance with all health and safety regulations as regards unloading and or accepting delivery of the Products;
11.1.8 the Buyer shall comply with the approved codes of practice and or guidance published by the Health and Safety Executive Northern Ireland or any comparable body in any other jurisdiction;
11.1.9 the Buyer shall use the Products in accordance with any UK government, NI Assembly or EU laws and or regulations and not rely solely on the product labelling instructions;
11.1.10 the Buyer shall independently and without recourse to the Seller obtain all relevant knowledge to enable it, its employees and all relevant third parties, to use, safely operate, apply and or otherwise use the Products.
11.2 The Buyer undertakes not breach any intellectual property rights including royalty rights of any breeder.

12. Warranties
12.1 The Seller warrants that it will use reasonable care and skill in supplying the Products and or Services to the standard generally accepted within the industry, sector or profession in which the Seller operates for the type of Products and or Services provided by the Seller.
12.2 The Seller shall not be liable under clause 11 if a failure to meet the warranties set out therein is caused by:
12.2.1 modifications or customisation made by or on behalf of the Buyer to the Products and or Services without the written authorisation of the Seller or where such authorisation is given with conditions those conditions were breached;
12.2.2 any service which is provided by any third party; or
12.2.3 a breach by the Buyer of the Buyer warranties set out in clause 12.5 or the obligations set out in clause 11.

12.3 If the Seller receives a written notice from the Buyer identifying a breach of the warranties set out in clause 12.1 then the Seller shall at its own expense promptly remedy such breach or failure provided that the Seller shall have no liability or obligations under the warranties unless it shall have received written notice of the defect or error within three (3) days of the Seller's invoice.
12.4 The Seller provides no warranty that any result or objective can or will be achieved or attained at all by any date whether stated in these Terms and Conditions or elsewhere.
12.5 The Buyer warrants that:
12.5.1 it is entitled to enter into a contract with the Company and that by doing so it is not in breach of any third party rights or contractual obligations;
12.5.2 it will not do or omit to do any act or thing which might impede or otherwise adversely impact on the Seller's ability to perform its obligations under the Contract or which otherwise does or might adversely affect the Products and or Services;
12.5.3 any equipment which it provides to the Seller in connection with the Products and or Services is sufficiently capable of performing its purpose and is properly maintained and warrants that any such equipment is safe for use;
12.5.4 it has and will throughout the duration of the contract comply with its obligations under the General Data Protection Regulations in respect of any data which it may transmit or otherwise pass on to the Seller for processing as part of the Products and or Services and that without prejudice to the foregoing it has sought those consents necessary as to enable the Seller to lawfully process any information relating to a third party whether an individual, business or corporate entity;
12.5.5 it has sought regulatory and legislative consents as are necessary to enable the completion of the order by the Seller;
12.5.6 all information and material which it provided to the Seller was and is accurate, up to date and sufficient for the completion of the order by the Seller;
12.5.7 it will not employ, offer to employ, or otherwise entice or attempt to entice away any employee, officer or other representative of the Seller save that this restriction shall not apply upon the expiry of 12 months following the later of termination or completion of the contract and or Services;
12.5.8 it has not done nor shall it do any act or thing that contravenes the Bribery Act 2010 or any other applicable anti bribery or anti money laundering laws and or regulations and or any modern slavery laws and or regulations;

12.5.9 it shall indemnify and hold the Seller harmless from and against all claims and or damages and or costs and or expenses and or penalties by the Buyer to comply with clauses 12.5.8 and 12.5.9 shall entitle the Seller to terminate the Contract immediately at no cost, liability or penalty to the Seller and without prejudice to any other rights or remedies that may have accrued to the Seller's benefit under or in connection with these Terms and Conditions.
12.6 If the Buyer receives a written notice from the Seller identifying a breach of the warranties set out in clause 12.5 then the Buyer shall, at its own expense promptly remedy such breach or failure or otherwise hold the Seller harmless against such breach.
13. Limitation of liability
13.1 The Seller shall indemnify the Buyer for personal injury or death caused by the negligence of the Seller's employees in connection with the performance of their duties under these terms and conditions.
13.2 Save in respect of claims for death or personal injury arising from the Seller's negligence, in no event will the Seller be liable for any damages resulting from loss of crops, loss of livestock, loss of use, loss of data, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of the Seller whether such damages are or were reasonably foreseeable or actually foreseeable.
13.3 The Seller will not be liable for any delay caused to the Buyer as a result of the failure or delay by the Buyer in complying with any of the provisions of clauses 11, 12.5, and or 12.6.
13.4 Except as provided above in the case of personal injury or death, the Seller's maximum liability to the Buyer under these Terms and Conditions or otherwise for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the lesser of:
13.4.1 the sum for which the Seller carries comprehensive insurance cover (subject to the Seller actually recovering such sum from the insurer); or
13.4.2 a sum equivalent to the Price paid to the Seller in respect of the order which is the subject of the Buyer's claim plus damages limited to 10% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Buyer in obtaining alternative services.

13.5 The Seller will not be liable under Clause 13.4 for any matter arising out of advice nor for any defects as follows:
13.5.1 if the defect would have been apparent on a reasonable inspection under Clause 8.1 of these Terms and Conditions at the time of unloading unless the Buyer gives the Seller written notice within 3 working days of Delivery;
13.5.2 if the defect arises from fair wear and tear;
13.5.3 if the defect arises from the Buyer's wilful damage, negligence, abnormal working conditions, mis-use, inappropriate storage conditions, alteration or repair of the Products, failure to follow British Standards or EU Standards or industry instructions relevant to the Products, failure to follow advice provided by the Seller and or storage of the Products in unsuitable conditions; or
13.5.4 unless after discovery of the defect the Seller is given a reasonable opportunity to inspect the Products before they are used or in any way interfered with. The Seller acknowledges that the costs of suspending works are relevant to the determination of what is a reasonable opportunity and this sub-clause shall not apply to any works affecting the Products which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.
13.6 If the Products are not manufactured by the Seller or have been processed by a third party whether or not at the Seller's or the Buyer's request the Seller's liability in respect of any defect in workmanship or materials of the Products will be limited to such rights against the manufacturer or the third party as the Seller may have in respect of the Products. The Seller will on request provide details of its rights against the manufacturer or third party and any other terms and conditions imposed by the manufacturer or the third party and so far as possible will on request assign to the Buyer any such rights.
13.7 In respect of seeds any liability by the Seller to the Buyer is, in addition to all other limitations on the Seller's liability arising in any other clause in these Terms and Conditions, subject to the following:
13.7.1 the Buyer having notified the Seller of any alleged breach in accordance with Clauses 7 and 8;
13.7.2 the Buyer having taken all necessary and reasonable measures to store the seeds properly so that there is no further deterioration in their condition
13.7.3 since failure can depend on so many natural and other factors beyond the Seller's control, clear proof is required from the Buyer that the Products which are alleged to have performed unsatisfactorily were in fact Products actually supplied by the Seller to the Buyer, that the Products were sown on suitable prepared ground, that the Products were treated carefully and correctly at all times and that the Products were subjected only to such conditions as were likely to produce a favourable crop.

13.8 Diseases of plants and other contaminants can be transmitted by the wind, insects, by animals and or by human agencies and may be seed borne or soil borne. The Seller believes the Products to be free from latent defect but it is not a term of the contract nor does the Seller warrant or represent that any Products sold by the Seller shall be free from such defects and the Seller will not be responsible in any way for the resultant crop.
13.9 All liability that is not expressly assumed under the Contract and or in these Terms and Conditions is hereby excluded to the fullest extent allowed by law. These limitations will apply regardless of the form of action, whether under statute, tort (including negligence), or any other form of action. For the purposes of this clause "the Seller" includes its employees, sub-contractors and suppliers. The Buyer acknowledges that the Seller's employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out

in this clause in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in these terms and conditions shall exclude or limit liability for fraudulent misrepresentation.

13.10 The Buyer and the Seller acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the commercial value of the services to be provided and the commercial standing of each party.

14. Indemnity to the Seller
The Buyer shall indemnify the Seller against all actions, claims or demands for losses suffered or incurred by the Seller including (without limitation) claims by third parties for fraud, in tort or otherwise arising directly or indirectly in connection with the use, functioning or state of the Products and or Services and or including any claim made by a third party seed producer for breach of royalty except to the extent that the same are caused by the Seller's negligence or default.

15. Termination
15.1 These Terms and Conditions are subject to the rights of termination arising in any other clause of these Terms and Conditions. Such termination will not however affect the applicability of the terms of these Terms and Conditions to any order in respect of which the Products and or Services have not yet been delivered and which have not themselves been terminated pursuant to any such clauses.
15.2 The Seller may terminate the Contract by giving the other party 14 days' prior notice of such termination.
15.3 Either party shall be entitled to terminate the Contract without liability to the other party by giving notice to the other party at any time if:

15.3.1 that the other party commits a breach of any of the terms of the Contract and if the breach is capable of remedy, fails to remedy the breach within 30 days after receipt of notice in writing to do so; or
15.3.2 that the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation otherwise than for the purpose of amalgamation or reconstruction; or
15.3.3 an encumbrance makes possession, or a receiver is appointed, of any of the property or assets of that other party; or
15.3.4 that the other party ceases or threatens to cease to carry on business; or
15.3.5 the Buyer or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the other party and notifies the other party accordingly subject to the Corporate Insolvency and Governance Act 2020.

15.4 Termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuation in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after such termination.
15.5 On termination of the Contract the Buyer shall pay for all Products and or Services provided up to the date of termination and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Seller for the delivery of the Products and or Services prior to the date of termination.

16. Assignment
16.1 The Seller may assign, transfer or sub contract in whole or in part any of its rights or obligations under these Terms and Conditions.
16.2 The Buyer shall not assign, transfer or sub contract in whole or in part any of its rights or obligations under these Terms and Conditions without the prior written consent of the Seller.
16.3 Notwithstanding the foregoing, either party may assign its rights and licences and transfer its obligations under these terms and conditions or any order to any acquirer of all or substantially all of such party's equity securities, assets or business relating to the subject matter of the Contract. Any attempted assignment or transfer in violation of this clause 16 will be void and without effect.

17. Confidentiality
17.1 Each Party ("Receiving Party") shall keep the Confidential Information of the other Party ("Supplying Party") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for the Purpose and for performing the Receiving Party's obligations under these Terms and Conditions. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause and ensure that the Receiving Party's officers, employees and agents meet the obligations.

17.2 The obligations of clause 17.1 shall not apply to any information which:
17.2.1 was known or in the possession of the Receiving Party before the Supplying Party provided it to the Receiving Party;
17.2.2 is or becomes publicly available through no fault of the Receiving Party;
17.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
17.2.4 was developed by the Receiving Party or on its behalf who had no direct access to or use or knowledge of the Confidential Information supplied by the Supplying Party; or
17.2.5 is required to be disclosed by order of a court of competent jurisdiction.
17.3 This clause 17 shall survive termination of these Terms and Conditions for three (3) years.
17.4 If the parties have signed a Non Disclosure Agreement then the provisions of that Non Disclosure Agreement shall take precedence over the terms of this clause 17.

17.5 The parties agree that they are each a Controller (as defined in the General Data Protection Regulations) in relation to personal data processed pursuant to the contract.
17.6 The Seller shall Process Personal Data as set out in its privacy policy at <https://www.fanevalleystores.com/privacy-cookies/> or otherwise available from the Seller on request.
17.7 The Seller may record any failure by the Buyer to comply with the Seller's credit terms and may make such information available to other organisations to enable them to assess any application for credit.

18. Intellectual Property
Neither party is granted any right, title or licence to, or interest in the other party's Intellectual Property Rights. Each party acknowledges the other party's rights in such other party's Intellectual Property Rights and agrees that any and all use by it of such Intellectual Property Rights shall inure to the sole benefit of the other party. Neither party shall take any action inconsistent with the other party's ownership of its Intellectual Property Rights and further agrees not to attempt to register any such Intellectual Property Rights, owned or used by the other party or any other names or marks confusingly similar thereto. If at any time a party acquires any rights in, or any registration or application for registration of the other party's Intellectual Property Rights by operation of law or otherwise it will immediately upon request by the other party and at no expense to the other party assign such rights, registrations or applications to the other party, along with any associated goodwill.

19. Amendments
The Contract may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except in accordance with any other clauses of these Terms and Conditions.

20. Nature of the relationship
The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in these Terms and Conditions.

21. Severance
If any provisions of these Terms and Conditions is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remainder of the remaining provisions of these Terms and Conditions, and shall not in any way affect any circumstances of the validity or enforcement of the remainder of these Terms and Conditions.

22. Waiver
No failure or delay by the Seller in exercising any right, power or privilege under these Terms and Conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. These rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights and remedies provided by law.

23. Interpretation
In these terms and conditions unless the context otherwise requires:
23.1 words incorporating any gender include every gender;
23.2 words importing the singular number include the plural number and vice versa;
23.3 words importing the plural number include the singular number and vice versa;
23.4 references to numbered clauses and annexes are references to the relevant clause in or annex to these terms and conditions;
23.5 reference in any annex to these terms and conditions to numbered paragraphs or clauses relate to the numbered paragraphs or clauses of that annex;
23.6 the headings to the clauses, annexes and paragraphs of these terms and conditions;
23.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;
23.8 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
23.9 any party who agrees to do something will be deemed to fulfill that obligation if that party procures that it is done.

24. Successors and assignees
24.1 These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees and references to a party in these Terms and Conditions shall include its successors and permitted assignees.
24.2 In these Terms and Conditions references to a party include references to a person.
24.4.1 who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under these Terms and Conditions (or any interest in those rights); or
24.4.2, who, as administrator, liquidator or otherwise, is entitled to exercise those rights; and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party.

25. Set off
Where the Seller has incurred any liability to the other party, whether under these Terms and Conditions or otherwise, and whether such liability is liquidated or unliquidated, the Seller may set off the amount of such liability against any sum that would otherwise be due to the Seller under these Terms and Conditions.

26. Third parties
The parties confirm their intent not to confer any rights on any third parties by virtue of these Terms and Conditions and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions. The parties do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it.

27. Force majeure
27.1 Neither party shall have any liability under or be deemed to be in breach of these Terms and Conditions for any delays or failure in performance of these Terms and Conditions which result from circumstances beyond the reasonable control of that party.
27.2 If such circumstances continue for a continuous period of more than 90 days the non-affected party may terminate these Terms and Conditions by written notice to the other party and in such event neither party shall have any further obligations under these Terms and Conditions save that the Buyer shall immediately pay the Seller all amounts due to the Seller up until the date of such termination.

28. Notices
28.1 All notices under these Terms and Conditions shall be in writing and must be in English.
28.2 Notices shall be deemed to have been duly given:
28.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
28.2.2 when sent, if transmitted by email and a successful transmission report or return receipt is generated; or
28.2.3 on the fifth business day of the sender following mailing, if mailed by National ordinary mail, postage prepaid; or
28.2.4 on the tenth business day of the sender following mailing, if mailed by airmail, postage prepaid, in each case addressed to the most recent address, or email address notified to the other.
29. Proper law and jurisdiction

29.1 The parties agree that the place of performance of the Contract is Northern Ireland. The validity, construction and performance of these Terms and Conditions shall be governed by Northern Irish law and shall be subject to the exclusive jurisdiction of the Northern Irish courts to which the Parties submit notwithstanding the conflict of law provisions and other mandatory legal provisions.

29.2 Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the nature of the performance of the other party. A representative from senior management of each party ("representatives") shall meet in person or communicate by telephone within 5 Working Days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by each party. The representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives of each party shall meet in person or communicate by telephone, to facilitate an agreement within 5 working days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 5 Working Days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its legal remedies as provided below.
29.3 If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the Courts of Northern Ireland for the purposes of hearing and determining any dispute arising out of these terms and conditions.