

1 Interpretation

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Advice: advice of any nature whatsoever given to You by Us or any of Our employees, servants or agents;

Business Customer: a person who purchases Goods from Us for use in the course of a business or trade;

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Consumer: a person who purchases Goods from Us for personal use which is wholly unconnected to any business or trade;

Contract: each contract for the supply of Goods by Us to You which is governed by these Terms and any applicable Special Terms;

Delivery Address: the address You gave Us for delivery of the Goods when you placed Your Order;

Event Outside Our Control: is defined in clause 12.2;

Goods: the goods that We are selling to You;

Order: Your order for the Goods;

Special Terms: any terms governing specific categories of goods which We may from time to time notify You of and which apply to the Contract in addition to these Terms;

Supplier: the person who supplies the Goods;

Terms: the terms and conditions set out in this document;

We/Our/Us: Agricultural Central Trading Limited – full corporate details are set out in clause 14.1; and

You/Your: the person who purchases Goods from Us.

1.2 In these Terms, unless the context requires otherwise, the following rules apply:

1.2.1 if you are a Consumer, clauses 20, 21, 22, 23 and 24 below apply to you; if you are a Business Customer, clauses 17, 18 and 19 below apply to you; all other clauses of the Terms apply to both Consumers and Business Customers;

1.2.2 words in the singular include the plural and in the plural include the singular;

1.2.3 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.4 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.5 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.6 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.7 a reference to writing or written includes faxes and e-mails, unless We say otherwise; and

1.2.8 these Terms are subject to any Special Terms. In the event of there being any inconsistency between these

Terms and any Special Terms, the Special Terms shall prevail.

2 Our contract with You

2.1 These Terms are the terms and conditions on which We supply Goods to You and no other terms will be incorporated or implied by trade, custom, practice or through a course of dealing.

2.2 The Order constitutes an offer by You to purchase the Goods in accordance with these Terms.

2.3 Unless We notify You of any Special Terms that apply to the Contract, these Terms and the Order constitute the whole agreement between You and Us and You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us.

2.4 You can make an Order by calling our customer service team on 08000 275 276. These Terms will become binding on You and Us when We confirm Your Order by confirming to You the date for delivery of Your Order, at which point the Contract will come into existence between You and Us.

2.5 Subject to clause 24 if you are a Consumer, once an Order is accepted by Us, You will not have a right to cancel the Order without Our consent and only subject to such conditions as We specify.

3 Goods

3.1 The Goods are described in Our catalogue or brochure and on Our website.

3.2 We reserve the right to amend the specification of the Goods We supply to You where necessary to comply with requirements lawfully imposed by national or European Community authorities and to make other changes which do not materially affect the suitability of the Goods for the purpose for which they are normally used.

4 Changes to terms

4.1 We may revise these Terms from time to time if:

4.1.1 we change how We accept payment from you;

4.1.2 there are any changes in relevant laws and regulatory requirements; or

4.1.3 there are any other circumstances where We consider it reasonable and appropriate.

4.2 If We revise these Terms in accordance with clause 4.1, We will give You written notice of any changes before they take effect.

5 Delivery of goods

5.1 The Supplier will deliver the Goods to the Delivery Address during the Supplier's normal business hours, unless otherwise agreed in writing.

5.2 Each delivery of the Goods will be accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.3 It is Your responsibility to inspect the Goods on delivery and to ensure that the Goods delivered are the same type and quantity of the Goods ordered and to ensure the Goods are not damaged on delivery. We shall not be liable

- for any claim for incorrect delivery. Where applicable, You should further check the official seed label and chemical treatment label on each bag or other container before use.
- 5.4 We are under no obligation to accept Goods returned by You without Our prior written consent and We shall not be liable for any loss or theft of or damage to Goods returned without Our consent. You must ensure that any Goods returned with Our consent are accompanied by a written record of Your name, address, invoice number and the reason for the return.
- 5.5 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and the Delivery Address. Unfortunately Goods cannot be delivered to addresses outside England, Scotland and Wales.
- 5.6 When You telephone Us to make an Order, We will give You an estimated delivery date for the Goods, although this is subject to the availability of the Goods and the Supplier's own timetable and We cannot guarantee that the Goods will be delivered on or by any particular date. Whenever possible, the Goods will be delivered within 30 calendar days of the date You place Your Order with Us.
- 5.7 Any dates quoted for delivery are approximate only and, unless agreed otherwise in writing, time of delivery shall not be of the essence of the Contract. You will not have the right to cancel an Order on the grounds of late delivery.
- 5.8 If You have not received the Goods after 7 Business Days of placing an Order, please contact Our customer service team on 08000 275 276. If the Supplier informs Us that there will be a delay in delivering the Goods to You, We will contact You to let You know.
- 5.9 Delivery of an Order shall be completed when the Supplier delivers the Goods to the Delivery Address.
- 5.10 If no one is available at the Delivery Address to take delivery, the Supplier will leave You a note that the Goods have been returned to the Supplier's premises, in which case, please contact Us to rearrange delivery.
- 5.11 If You are unable to accept delivery on the agreed delivery date then You will be liable to pay Us such sums as We may reasonably invoice to cover the costs of storage, insurance, haulage and any other expenses incurred by Us and/or the Supplier as a result.
- 5.12 Unless agreed otherwise in writing, any consignment of Goods delivered in bulk shall be taken to be in accordance with the Contract if the actual quantity is within 5% of the quantity due.
- 5.13 If the Supplier is not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, the Supplier will deliver the Order in instalments. We will not charge You extra delivery costs for this. However, if You ask for the Order to be delivered in instalments, We may charge You extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If the Supplier is late delivering an instalment or one instalment is faulty, that will not entitle You to cancel any other instalment.
- 5.14 If, by reason of an Event Outside Our Control, the Supplier is prevented from delivering to You all or part of the Goods by the appropriate delivery date then:
- 5.14.1 in the case of shortage, We shall be entitled to apportion the Supplier's existing stocks among Our customers at Our sole discretion and the amount apportioned to You shall be deemed to be the Contract quantity and You shall pay for the actual quantity delivered; and
- 5.14.2 in the case of no stocks being available, We shall be entitled to cancel the Contract without any liability whatsoever.
- 5.15 In either of the circumstances described in clause 5.14.1 and 5.14.2, We will try to give You as much advance notice as is reasonably practicable, although We shall be under no obligation to do so and We shall have no liability whatsoever, and however arising, if We fail to give such notice.
- ## 6 Title and Risk
- 6.1 The Goods will be Your responsibility from the completion of delivery and the risk of loss or theft of, or damage to, the Goods shall pass to You at the time of delivery.
- 6.2 You will not own the Goods until We have received in cash or cleared funds payment in full together with VAT, other applicable statutory charges and any credit charge due under clause 17.3.1 or clause 22.4.
- 6.3 Until title to the Goods has passed to You in accordance with clause 6.2, You will:
- 6.3.1 hold the Goods as Our fiduciary bailee;
- 6.3.2 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
- 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.5 notify Us immediately if You become subject to any of the events listed in clause 18.2; and
- 6.3.6 provide Us with any information relating to the Goods as We may from time to time request.
- 6.4 Unless agreed otherwise in writing, You shall have no authority to resell the Goods.
- 6.5 We shall have the right to take possession of any Goods supplied in respect of which, by virtue of clause 6.2, title to the Goods has not passed to You. We shall have the right to enter Your premises for the purpose of reclaiming such Goods at any time after an event listed in clause 18.2 occurs.
- ## 7 Third-party manufacturer's guarantee of goods
- Some of the Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the relevant Goods.
- ## 8 Price and payment
- 8.1 Goods supplied by Us are usually subject to quantity discounts. A quotation for the Goods given by Us does not constitute an offer and will only be valid for 28 days from the date of the quotation. If You place an Order after the period of 28 days, We reserve the right to charge You for the Goods in accordance with the market price of the Goods of the date of Your Order.
- 8.2 Unless otherwise indicated, prices are exclusive of VAT. On receipt of a valid invoice from Us You must pay Us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

- 8.3 If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 8.4 The prices for the Goods exclude delivery costs, which will be added to the total amount due on the invoice. We will invoice You for the Goods on or after the due date for delivery of the Goods to the Delivery Address.
- 8.5 Unless otherwise stated on the invoice, payment for the Goods will be due on the 14th day of the month following the month of invoice. Payment should be made either by cheque payable to "Agricultural Central Trading Limited", crossed "account payee" and sent to Us at Our registered office, or by electronic fastpay or through a paypal account. Time of payment is of the essence.
- 8.6 The price of the Goods is subject to alteration by reason of the imposition of or alteration by the European Community or by the United Kingdom Government in the rates and or manner of collection of any tax, duty, levy or any other statutory charge upon the Goods, whether at the time of or, if the charge is retrospective, at any time after the date of the Contract, provided that the change is applicable to the date of delivery.

9 Advice

- 9.1 Any recommendations made, advice or information given by Us as to the use or application of any product is for general guidance only and, unless otherwise agreed between the parties in writing, any Advice shall not form part of the Contract. We accept no responsibility for any Advice and accept no liability for any injury, loss and or damage resulting directly and or indirectly from any such Advice.
- 9.2 Without prejudice to clause 9.1, if the Goods are manufactured by a third party and are delivered with the manufacturer's recommendations for the use of the Goods and the Advice given differs from other advice received by You from whatever source, You must either follow the manufacturer's instructions or, if in any doubt, apply to the manufacturer for further advice. In respect of agrochemicals, You should not spray until the conflicting instructions have been clarified. Failure to do so may result in You losing any protection from warranties given by the manufacturer to all recipients of the Goods. We accept no responsibility or liability whatsoever for any injury, damage and or loss suffered by You if You have failed to follow the manufacturer's recommendations.

10 Additional conditions applicable to Seeds

- 10.1 Quality of Seeds: Seeds supplied by Us are guaranteed to comply at the time of delivery with the UK Seeds Regulation currently in force. All information whether contained in Our catalogue, on Our website or given by Our staff relating to varieties, varietal characteristics or periods of maturity or fitness for any particular purpose or otherwise relating to the performance of seeds is given for general guidance only. You are therefore advised that any such information given to You does not constitute a representation by Us as to these matters and should not be relied on as such. You should satisfy Yourself that any seeds which You order are of a variety and performance satisfactory for their requirements and order such seeds at Your own risk.
- 10.2 Latent defect: Diseases of plants can be transmitted by the wind, by insects, by animals or by human agencies and may be sea borne or soil borne. We believe the seeds

We sell to be free from latent defect but it is not a condition of sale, nor do We warrant that any seed sold by Us shall be free from such defect. We will not be responsible in any way for the resultant crop and We accept no liability for any losses incurred, directly or indirectly whether financial or otherwise as a result of any such defect.

- 10.3 Loose Smut: Although every care is taken in the selection and testing of seed, it is not a condition of sale, nor do We warrant that the seed sold is free of loose smut. We will not accept any liability whatsoever for any losses (financial or otherwise) which You might suffer or any damage, whether direct or consequential, which may be caused as a result of the presence of loose smut in any seed sold.
- 10.4 Special Treatments: Where specially treated or tested seed is the subject of any contract, Our assurance is limited to the fact that the treatment or testing to the specification quoted has been carried out. We do not accept any liability beyond this assurance.
- 10.5 Complaints: We will not consider any complaint under these Terms unless You provide Us with clear proof that the seed grown and alleged to have performed unsatisfactorily was in fact the seed supplied by Us and that it was sown on suitably prepared ground and treated carefully and correctly throughout.
- 10.6 Plant Varieties and Seeds Act 1964: The price We charge for any variety which becomes the subject of a grant of plant breeder's rights under the Plant Varieties and Seeds Act 1964 will be adjusted to include the cost of any royalty payable to the owner of the rights. If, in the case of a variety which is already the subject of a plant breeders rights, there is any change in the rate of royalty payable to the owner of the rights, the price We charge for that variety will be adjusted accordingly.

11 Special Conditions of Trade for Agrochemicals

- 11.1 If the agrochemical purchased by You from Us is to be put to a use other than that recommended by the manufacturer in his written instructions, or is to be used in different quantities than those recommended by the manufacturer or is to be applied by a different method than that which the manufacturer recommends, We accept no liability whatsoever for any resultant loss injury or damage (financial or otherwise).
- 11.2 Where You mix two or more agrochemicals, unless such mixture is approved and recommended by the relevant manufacturer of the products in question, We accept no liability whatsoever for any loss, injury or damage (financial or otherwise) which may result and You must use such mixtures entirely at Your own risk.
- 11.3 It is an offense to use a product which has not been statutorily approved, or in a way which has not been statutorily approved. Attention is drawn to the maximum levels of pesticides which may be left in certain foods under The Pesticides (Maximum Residue Levels in Food) Regulations 1988. Further details are available from Us on request.
- 11.4 If application is delayed, for any reason, beyond the latest time or growth stage listed on the manufacturer's instructions, spraying should not be carried out unless and until We advise You to do so.
- 11.5 Before spraying You should:
- 11.5.1 check field, crop and weather conditions immediately before application;

- 11.5.2 observe all operator safety advice;
- 11.5.3 wash and rinse tanks, booms and all application machinery before (and after) use; and
- 11.5.4 calibrate all the equipment to be used.
- 11.6 Optimum performance from any product is dependent on following the manufacturer's instructions precisely, including those on use and the specified crop and weather conditions. Always spray under perfect conditions as specified in the manufacturer's recommendations. As the actual application of the chemical is beyond the manufacturer's or Our control, We cannot accept any liability where You (or anyone using the product on Your behalf) do not carefully follow the instructions on the label.
- 11.7 In the unlikely event that, after having followed these instructions, any unexpected reaction should occur, You should immediately contact Us, or the manufacturer, so that the cause of the problem can be investigated and appropriate remedial action taken. You should also carefully preserve any unused chemical product or other evidence.

12 Events outside Our control

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation: the effects of pests, disease or unfavourable climatic conditions, strikes, lock-outs or other industrial action by third parties, restrictions imposed by government authority at local, national or European level, breakdown of machinery, disease or weather conditions, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations (or that of the Supplier) under these Terms:
 - 12.3.1 We will contact You as soon as reasonably possible to notify You; and
 - 12.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the delivery of Goods to You, We will contact You after the Event Outside Our Control is over to discuss delivery.

13 Our cancellation rights

- 13.1 We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact You if this happens.
- 13.2 If We have to cancel an Order under clause 13.1 and You have made any payment in advance for Goods that have not been delivered to You, We will refund these amounts to You.

14 Information about Us and how to contact Us

- 14.1 We are a company registered in England and Wales. Our company registration number is 713606 and Our registered office is at 90 The Broadway, Chesham,

Buckinghamshire HP5 1EG. Our registered VAT number is BG207770759.

- 14.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team on **08000 275 276**. Lines open 8.45 am to 5.00 pm Monday to Friday. Alternatively You can e-mail Us at sales@actionfarm.co.uk.
- 14.3 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the Contract), You can send this to Us by e-mail, by hand, or by pre-paid post to Agricultural Central Trading Limited at Our registered office. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Order.
- 14.4 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 14.5 The provisions of clause 14.4 shall not apply to the service of any proceedings or other documents in any legal action.

15 How We may use Your personal information

We will use the personal information You provide to Us to:

- 15.1 provide the Goods;
- 15.2 process Your payment for such Goods; and
- 15.3 inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

16 Other important terms

- 16.1 We may transfer Our rights and obligations under these Terms to another organisation. We will always notify You if this happens but this will not affect Your rights or Our obligations under these Terms.
- 16.2 You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.
- 16.3 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that shall not mean that We have waived Our rights against You and shall not mean that You do not have to comply with those obligations. If We do waive a default by you, We shall only do so in writing, and that shall not mean that We will automatically waive any later default by you.
- 16.6 Except as set out elsewhere in these Terms, any variation to either the Contract or these Terms will only be binding when agreed in writing and signed by Us.
- 16.7 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

THE FOLLOWING CLAUSES ONLY APPLY TO YOU IF YOU ARE A BUSINESS CUSTOMER:

17 Price and payment

- 17.1 Notwithstanding any prices or discounts stated in any catalogue, brochure, other publication or on Our website and unless otherwise agreed in writing, the price of every consignment of Goods shall be as stated in Our pricing schedule current at the time of delivery.
- 17.2 We may, by giving notice to You in writing at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 17.2.1 any Event Outside Our Control (including (but not limited to) foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 17.2.2 any request by You to change the delivery date(s), quantities or types of Goods ordered; or
- 17.2.3 any delay caused by any instructions from You or Your failure to give Us adequate or accurate information or instructions.
- 17.3 If You do not make any payment due to Us in full by the due date for payment:
- 17.3.1 We may charge interest to You on the overdue amount at the rate of either 4% a year above the base lending rate of Barclays Bank from time to time or the applicable interest rate under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount;
- 17.3.2 We will have the right to suspend any further deliveries to You until all outstanding sums due from You, whether due under the Contract or any other contract, have been paid in full;
- 17.3.3 We will have the right to appropriate any part payment to such Goods sold by Us as We think fit, notwithstanding any purported appropriation by You;
- 17.3.4 We will reserve a lien upon and reserve the right to sell or otherwise dispose of any and all Goods in respect of which payment is overdue; and
- 17.3.5 We may at Our discretion and without limiting any other rights or remedies We may have against You, set-off any amount owing to Us by You against any amount payable by Us to You.
- 17.4 If You do not make any payment due to Us in full by the due date for payment:
- 17.4.1 You will indemnify Us against all losses and expenditure arising from any action whatsoever reasonably taken by Us in connection with Your failure to make payment in full of all sums by the due date, including any action taken to suspend deliveries and or to recover money due but unpaid, including (but not limited to) the cost of employing debt collectors and the costs of any legal proceedings against You; and
- 17.4.2 You must pay all amounts due under the Contract in full without any deduction or withholding (except as required by law) and You have no right to assert any credit, set-off or counterclaim against Us in this respect.

18 Insolvency or incapacity

- 18.1 If either party becomes subject to any of the events listed in clause 18.2, or We reasonably believe that You are about to become subject to any of them and We notify You accordingly, then, without limiting any other right or remedy available to the other party, the innocent party may cancel or suspend or refuse all further deliveries under the Contract or under any other contract between You and Us without incurring any liability to the other party, and all outstanding sums in respect of Goods already delivered to You (notwithstanding any previous arrangement for deferred payments) shall become immediately due.
- 18.2 For the purposes of clause 18.1, the relevant events are when the other party suspends or threatens to stop or suspend payment of all or a material part of its debts, is unable to pay its debts as they fall due, goes into bankruptcy or liquidation (except, in the case of a company, for the purpose of re-construction or amalgamation), has a receiver, administrator or administrative receiver, or examiner appointed over any of its assets or makes any voluntary arrangement with its creditors generally or if any event occurs or proceeding is taken, with respect to the other party, in any jurisdiction to which it is subject, that has an effect equivalent or similar to the events referred to in this clause 18.2.
- 18.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

19 Limitation of liability

- 19.1 Nothing in these Terms shall limit or exclude Our liability for:
- 19.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- 19.1.2 fraud or fraudulent misrepresentation;
- 19.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 19.1.4 defective products under the Consumer Protection Act 1987; or
- 19.1.5 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 19.2 Subject to clause 19.1:
- 19.2.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- 19.2.2 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods;
- 19.2.3 whenever Goods are ordered by You under a brand name and delivered to You by Us in the manufacturer's original packaging, under no circumstances whatsoever do We accept any greater liability for any injury damage and or loss that the Goods may cause to You than is accepted by the manufacturer of the said Goods;

19.2.4 without prejudice to the generality of the disclaimer in clause 19.2.3 above, You should note that manufacturers will not normally accept any liability for injury damage and or loss arising where the use to which You put their goods is not one of those set out in their label or in the instructions delivered with the goods, nor if You fail to observe the instructions for use supplied; and

19.2.5 when We supply Goods under a brand name (whether such Goods are manufactured by Us or by a third party), We warrant only that the Goods are merchantable under their original description and will be fit for any particular purpose for which they have at any time been held out to be fit under that brand name. It is neither a condition nor a warranty of the Contract that the Goods sold under the brand name will at all times consist of the same ingredients and or proportion of ingredients. We accept no liability whatsoever for any injury damage and or loss of whatever description and whether direct or consequential which said change may cause to You.

THE FOLLOWING CLAUSES ONLY APPLY TO YOU IF YOU ARE A CONSUMER:

20 Changes to Consumer orders

You may make a change to the Order for Goods at any time before We despatch the Goods by contacting Us. Where this means a change in the total price of the Goods, We will notify You of the amended price in writing. You can choose to cancel the Order in accordance with clause 24 in these circumstances.

21 If the Goods are faulty

As a Consumer, You have legal rights in relation to Goods that are faulty or not as described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms shall affect these legal rights.

22 Price and payment

22.1 The price of the Goods shall be set out in Our price list in force at the time You place Your Order. Our prices may change at any time, but, save as set out in clause 8.6, price changes shall not affect Orders that You have already made.

22.2 Where the price of Goods alters as a result of matters set out in clause 8.6, We will notify You in writing of the new price of the Goods. If You are not happy with the new price You have the right to cancel the Order in accordance with clause 24.

22.3 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. Where the correct price of the Goods is less than Our stated price, We will charge the lower amount when invoicing You for the Goods. If the correct price of the Goods is higher than the price stated on Our website or in Our brochure or catalogue, We will contact You to tell You and for Your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing, We do not have to provide the Goods to You at the incorrect (lower) price.

22.4 If You do not make any payment due to Us by the due date for payment, We may charge You interest on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount,

whether before or after judgment. You must pay Us interest together with any overdue amount.

22.5 However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 22.4 shall not apply for the period of the dispute.

23 Our liability to You as a Consumer

23.1 If We fail to comply with these Terms, We are responsible for any loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this contract.

23.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

23.3 We do not exclude or limit in any way Our liability for:

23.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

23.3.2 fraud or fraudulent misrepresentation;

23.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

23.3.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

23.3.5 defective products under the Consumer Protection Act 1987.

24 Your cancellation rights as a Consumer

Before the Goods are delivered, You have the following rights to cancel an Order for Goods, including where You choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 4.1 to Your material disadvantage:

24.1 You may cancel any Order for Goods within 7 calendar days of placing an Order by contacting Us;

24.2 if You cancel an Order under clause 24.1 and You have made any payment in advance for Goods that have not been delivered to You, We will refund these amounts to You;

24.3 unfortunately, if You cancel an Order for Goods under clause 24.1 and the Supplier has already despatched Your Goods to you, We will not be able to cancel Your Order until it is delivered. In this case, if You return the Goods to Us, We will have to charge You the cost of collection or You will have to pay the cost of returning the Goods back to Us. This will not affect Your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.