

**AGRI-LLOYD LIMITED**  
**General Terms and Conditions of Sale**

10	<b>GENERAL</b>	6.4	The Company may re-sell any goods re-possessed and any monies so received will be held by the Company to the credit of the Purchaser against the invoiced price of the goods.
11	In these conditions	7.0	<b>PRICE</b>
12	"the Company" means AGRI-LLOYD LIMITED.	7.1	The price of the goods shall be the price given by the Company to the Purchaser at the time the Purchaser orders the goods or if no such price is then given the price as shown on the invoice following delivery of the goods plus V.A.T. where applicable at the rate prevailing at the date of invoicing of goods.
13	"the Purchaser" means the other party.	7.2	The Purchaser is responsible for paying in addition to the price any import or local taxes or duties payable in respect of the goods. Where possible such payments shall be made direct by the Purchaser to the appropriate authority but in circumstances where such payments have been made by the Company they will be invoiced to the Purchaser and payment of that invoice shall be made by the Purchaser to the Company in accordance with the provisions hereof.
14	"the goods" means the products being the subject of the contract.	8.0	<b>PAYMENT</b>
	Any contract for the sale of goods made between the Company and the Purchaser shall incorporate and be subject to these conditions only.	8.1	The price is payable in full and by one instalment by the Purchaser and unless otherwise agreed by the Company in writing such payment is to be made on or before the last working day in the calendar month immediately following the month in which delivery is made.
	No other terms will apply unless agreed by the Company in writing prior to the ordering of the goods.	8.2	Payment must be made at the Company's offices in Ireland in the currency in which the price is given and by means of a crossed cheque, card or BACS in favour of the Company and payment should be made so as to reach the Company by the due payment date.
	Any representations or warranty made or given prior to the contract is expressly excluded when agreed by the Company in writing prior to the ordering of the goods.	8.3	No set-off or deductions may be made in respect of the price without the prior written consent of the Company.
15	Any quotation or price indication given by the Company is given only for guidance purposes and shall not be binding upon the Company at the time of the ordering of the goods.	8.4	If the Purchaser fails to make payment in full in accordance with Clause 8.1 hereof the Company will send to the Purchaser, monthly, a statement of account and/or a credit letter requesting immediate payment. The Company will commence formal proceedings for the recovery of any monies remaining unpaid two months past the due date.
16	Any non-enforcement of these conditions by the Company shall not prejudice the Company's rights in respect of any subsequent enforcement of the same.	8.5	If the Purchaser fails to make payment in full in accordance with Clause 8.1 hereof, in addition to the price the Company shall be entitled to charge interest on any part of the price not paid by the due date calculated on a daily basis at a rate of 3% above Bank of Scotland base rate for the time being in force from the due date to the date of payment. The Purchaser will also be liable for and will indemnify the Company against all costs and expenses incurred arising from any action taken in connection with the recovery of monies owed.
2.0	<b>ACCEPTANCE OF ORDERS</b>	8.6	Until payment is made in full of any monies due from the Purchaser to the Company the Company may withhold delivery of other goods ordered by the Purchaser further.
2.1	All orders howsoever placed by a Purchaser with the Company for the supply of goods by the Company to the Purchaser shall be binding on the Purchaser from the time of the Company indicating acceptance of the order.	8.7	The time for payment is of the essence of the contract.
3.0	<b>CANCELLATION</b>	9.0	<b>CLAIMS</b>
3.1	The Purchaser may not cancel or amend an order after acceptance of the same by the Company except entirely in the unfettered discretion of the Company whose consent to cancellation or amendment must be expressed in writing before being effective and such consent is to be given subject to such terms as the Company sees fit. No goods are supplied to a Purchaser on a "sale or return" basis unless expressly agreed to be so supplied by the Company in writing.	9.1	The Purchaser shall inspect the goods immediately upon receiving delivery and in the event of the goods not complying with the order or being defective in any way shall keep the goods safe and secure and inform the Company in writing within four days of receipt of the goods of the exact nature of any discrepancy or defect between the goods ordered and the goods delivered.
4.0	<b>DELIVERY</b>	9.2	The Purchaser will provide facilities for the Company to inspect any goods supplied and/or instruct the Company to collect the goods delivered when notice has been given to it under Clause 9.1.
4.1	The Company will use its best endeavours to comply with any expressed or desired date for delivery but unless such delivery date is agreed in writing by the Company and expressed to be "of the essence" such date is only an expression of expectation and should not be binding on the Company.	9.3	The Purchaser may not in any circumstances return any goods to the Company, except after receiving a prior written request from the Company so to do.
4.2	The Purchaser shall be under a duty to accept delivery of the goods when made.	9.4	Failure to comply with condition 9.1 hereof shall constitute an unqualified acceptance of the goods and a waiver by the Purchaser of all claims relating to any discrepancy or defect in the goods or incorrect delivery.
4.3	Any failure by the Company to deliver the goods by an expressed or desired date does not constitute a breach of the contract and the Purchaser shall not be entitled to treat the contract as repudiated or to rescind it or to claim compensation for such failure or for any consequential loss or damage resulting therefrom.	9.5	Except in the case of a sale to a Purchaser who is a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977 all statutory and other warranties except such warranties given by the Company in writing prior to the Purchaser placing the order are excluded from this contract and the Purchaser by entering into the contract with the Company agrees that it is reasonable to exclude the same from the contract.
4.4	The Company may if it is prevented or hindered or for other commercial reasons is unable to fulfil the contract in what it considers to be a reasonable time cancel the contract by serving written notice of doing so on the Purchaser whereupon the contract will terminate. The Company will not have any liability to the Purchaser for any direct or consequential loss or damage suffered by the Purchaser as a result of the Company's cancellation of the contract.	10.0	<b>CONTINGENCIES</b>
4.5	The Company can at its own discretion make delivery of the goods in one or more lots.	10.1	Notwithstanding any other provisions herein contained the Company shall not be liable for any loss or costs or expenses incurred by the Purchaser due to or arising out of interference with the performance of the contract by the Company by reason of any Act of God, War, Insurrection, Mandatory Regulations or Rule of Governmental Authority, Embargoes, Strikes, Labour Disputes, Flood, Tempest and the failure for whatever reason of a Supplier, Manufacturer, or Haulier or any other cause beyond the control of the Company.
4.6	Delivery will unless otherwise agreed in writing be made by the Company by whatever means it chooses to adopt. Delivery will be made to the address given for delivery at the time the Purchaser places the order. No alteration or amendment to the address for delivery will be accepted by the Company except at its unfettered discretion and expressed in writing by the Company prior to delivery.	11.0	<b>SEVERANCE</b>
4.7	The Purchaser will make all necessary arrangements to ensure that effective and efficient receipt can be taken of the goods when delivery is made. The Company reserves the right to pass on to the Purchaser any additional charges or other costs incurred as a result of it not being able to make delivery of the goods to the Purchaser.	11.1	If at any time any one or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any Law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
5.0	<b>RISK</b>	12.0	<b>LAW</b>
5.1	The risk in respect of goods supplied shall pass to the Purchaser as from delivery of the same to the Purchaser.	12.1	These conditions and every contract made pursuant hereto shall be governed in all respects by and in accordance with the Laws of Ireland and the Purchaser submits to the jurisdiction of the Irish Courts.
6.0	<b>TITLE</b>		May 2019.
6.1	Until the Purchaser has paid for the goods in full ownership of the goods remains with the Company and the Purchaser shall hold the goods as bailee for the Company. If the Purchaser shall sell the goods before making payment for them in full the Purchaser shall if required by the Company hand over to the Company all rights to receive payment for the same from persons to whom the Purchaser has sold the goods.		
6.2	So long as the ownership of the goods remains with the Company -		
6.2.1	The Company shall have the right to take possession of the goods and the Purchaser undertakes to deliver the same to the Company or its duly authorised Agent upon request and for that purpose to go onto and effect entry to any premises occupied by the Purchaser.		
6.2.2	The Purchaser shall take care of the goods to preserve them in the same condition as when delivered.		
6.2.3	The Purchaser will ensure that in any sale of the goods there will be inserted in that contract for sale a provision reserving the Company's ownership of the goods until they have been paid in full.		
6.3	The Company may maintain or action for the price of the goods notwithstanding that ownership has not passed to the Purchaser or that the goods have been re-possessed.		

**YOUR DATA**

Under the General Data Protection Regulation as of 25th May 2018, we are obliged under European law to protect your data.