



CARR'S GROUP PLC ©2024

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS (UK & ROI AGRICULTURE)

1. Definitions and interpretation

1.1 In these Conditions, the following definitions and rules of interpretation shall apply:

Carr's Group means Carr's Group plc (registered in England and Wales with company number 98221), its subsidiaries and holding companies from time to time and any subsidiary of any holding company from time to time (the terms 'subsidiary' and 'holding company' having the meanings given in section 1159 of the Companies Act 2006).

Charges means the charges payable by the Customer for the supply of the Goods in accordance with clause 5.

Conditions means these Terms and Conditions for the Supply of Goods (UK & ROI), as may be amended from time to time in accordance with clause 11.3.

Contract means each contract formed between the Supplier and the Customer for the supply of the Goods in accordance with clause 2.1.

Customer means the person or firm placing an Order.

Customer Default has the meaning given in clause 4.2.

Customer Specified-Goods has the meaning given at clause 3.8.

Goods means the goods detailed in an Order to be supplied by the Supplier to the Customer pursuant to the corresponding Contract.

Order means the Customer's written order requesting the Supplier's supply of the Goods.

Party means the Supplier or Customer, as the case may be, and Parties means both the Supplier and the Customer collectively;

Specification means the Supplier's description or specification of the Goods from time to time.

Supplier means the member of the Carr's Group entering into a Contract, to whom the Order is directed.

Supplier Materials means all materials, equipment, documents, display stands, promotional literature and any other point of sale or other property of the Supplier.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its personal representatives, successors and permitted assigns.

1.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to **writing** or **written** includes email, Teams and SMS messaging, however, the service of legal proceedings by these methods is prohibited.

2. Basis of contract

2.1 An Order constitutes an offer by the Customer to purchase the Goods subject to these Conditions.

That offer shall be accepted by the Supplier and become a Contract upon either:

- (a) delivery of those Goods in accordance with clause 3.6(c), where the Goods are being delivered on an ex-works type basis; or
- (b) despatch of those Goods, where the Goods are being delivered on anything other than an ex-works type basis.

Any 'order acknowledgment' or other similar communication shall not have legal effect.

2.2 These Conditions are the only basis upon which the Supplier is prepared to deal and, unless expressly disappplied in writing by the Supplier, these Conditions alone shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. Any terms or conditions, other than these Conditions, endorsed upon, delivered with or contained in or referred to in a quotation, acknowledgement or acceptance of order are expressly excluded. The placing of an Order by the Customer shall be deemed to constitute irrevocable acceptance of these Conditions in their entirety. These Conditions shall take precedence over an Order to the extent of any conflict.

3. Supply of Goods

3.1 The Supplier shall use its reasonable endeavours to supply the Goods in all material respects.

3.2 The Supplier shall use its reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Contract.

3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Goods. The Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that at the time of delivery the Goods will conform in all material respects with their description and any applicable Specification but otherwise, all warranties (including implied warranties) relating to the Goods are excluded to the maximum extent permitted at law.

3.5 Where some or all the Goods have been damaged on delivery (or have failed to arrive at the Customer's delivery address after despatch by the Supplier) the Supplier shall (at its sole election) either repair or replace the affected Goods, provided always that:

- (a) in the case of Goods identified as damaged upon delivery, the Customer has notified the Supplier in writing of the damage within 24 hours of delivery of the Goods;
- (b) in the case of non-delivery of Goods, the Customer has notified the Supplier in writing as soon as reasonably practicable after the notified delivery date and in any event within 30 days of the notified delivery date that the Goods have not been received; and
- (c) where the Customer discovers damage to some or all of the Goods that was not identified and reported to the Supplier upon delivery in accordance with clause 3.5(a), damage is reported in writing to the Supplier:
 - (i) in the case of damage that would have been identifiable from a reasonable inspection of the outer packaging of each unit of the Goods, within 24 hours of delivery of the affected Goods; and
 - (ii) in the case of all other damage or any latent defect, within six months of delivery of the affected Goods.

The remedies in this clause are conditional upon the Customer having followed the Supplier's storage instructions as may be issued by the

Supplier from time to time or as otherwise noted on the Goods. To the maximum extent permitted at law, this clause sets out the Supplier's entire liability to the Customer for damaged, lost or defective Goods.

3.6 Risk in the Goods shall pass to the Customer upon delivery. Delivery shall take place:

- (a) upon the Goods being presented for unloading at the Customer's delivery address, where the Contract does not require the Supplier to unload the Goods;
- (b) upon the completion of unloading, where the Contract requires the Supplier to unload the Goods at the Customer's delivery address; and
- (c) upon notification to the Customer that the Goods are ready for collection, where the Contract specifies the Goods are 'ex-works', 'factory pricing' or other phrases having such meaning.

3.7 Where Goods are delivered in accordance with sub-clause 3.6(c), the Supplier shall notify the Customer in advance of the date upon which the Goods will be made available for collection. The Customer shall use all reasonable endeavours to collect those Goods on the specified date but where the Customer has failed to collect those Goods by 16.00hrs on the day immediately following the specified date, the Supplier shall be entitled to terminate the Contract (in whole or part) in respect of those Goods without liability to the Customer. Risk in those Goods shall pass back to the Supplier upon such termination of the Contract. Where the title in those Goods has passed to the Customer pursuant to clause 5.6, it shall pass back to the Supplier upon such termination of the Contract.

3.8 Where Goods are to be manufactured in accordance with a specification supplied by the Customer or a name, mark or brand placed on packaging to the Customer's design and/or bearing the Customer's name, marks or get-up (**Customer Specified-Goods**), the Customer shall indemnify and keep indemnified the Supplier against all liabilities, costs, expenses, damages and losses (including direct, and indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use, possession, manufacture in accordance with or otherwise in connection with the Customer Specified-Goods. To the maximum extent permitted by law, the Customer shall take full responsibility for the Customer Specified-Goods and accordingly the Customer shall indemnify and keep indemnified the Supplier against all liabilities, costs, expenses, damages and losses (including direct, and indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier by a third-party to the extent relating to the Customer Specified-Goods.

4. Customer's obligations

4.1 The Customer shall:

- (a) ensure that the Order is complete and accurate and contains full and accurate delivery details, including the delivery address(es);
- (b) co-operate with the Supplier in all matters relating to the Goods;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods, and ensure that such information is complete and accurate in all material respects;

- (d) prepare the Customer's premises and any approach road or track for the delivery of the Goods (where the Goods are being delivered on anything other than an ex-works type basis);
- (e) comply with all applicable laws, including health and safety laws; and
- (f) keep all Supplier Materials at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act by or omission of the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend its performance under the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer or from the Supplier's failure or delay to perform any of its obligations under the Contract where arising directly or indirectly from the Customer Default;
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 5. Charges and payment**
- 5.1 The Charges for the Goods shall be as stated in the Supplier's published price list as applicable at the date the Contract was accepted.
- 5.2 Where delivery of the Goods is as described in sub-clause 3.6(a) or 3.6(b), the Supplier shall invoice the Customer on despatch of the Goods. Where delivery of the Goods is as described in sub-clause 3.6(c), the Supplier shall invoice the Customer upon collection of the Goods.
- 5.3 The Customer shall pay each of the Supplier's invoices in full and in cleared funds to a bank account nominated in writing by the Supplier without deduction, withholding or set-off of any kind invoice submitted by the Supplier by the end of the month following the month in which the invoice was issued to the Customer. Time for payment shall be of the essence of the Contract.
- 5.4 The Customer shall pay any delivery charges, duties, levies, imposts and taxes, including VAT, which are due in relation to the Goods; such sums shall be due at the same time as the corresponding Charges. The Customer shall pay the Supplier the full amount of any invoice, regardless of any deduction that it is required by law to make.
- 5.5 If the Customer fails to make any payment due to the Supplier by its due date, without limiting the Supplier's remedies, the Customer shall pay daily interest on the overdue sum from the due date until payment of the overdue sum is received by the Supplier, (whether before or after judgment) at a rate of 4% per annum above the Bank of England's base rate from time to time, but at 4% for any period when the base rate is below 0%.
- 5.6 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) the Supplier receives payment in full (in cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; or
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.8(b).
- 5.7 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.1(b), 7.1(c), 7.1(d) or 7.1(e); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Customer.
- 5.8 Subject to clause 5.9, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 5.9 At any time before title to the Goods passes to the Customer, the Supplier may:
- (a) by notice in writing, terminate the Customer's right under clause 5.8 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6. Limitation of liability:**
- 6.1 Nothing in the Contract shall limit or exclude the Supplier's liability for and matter for which liability cannot be limited or excluded at law.
- 6.2 Subject to clause 6.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill, nor any indirect or consequential losses.
- 6.3 Subject to clauses 6.1 and 6.2, the Supplier's maximum aggregate under a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total Charges paid under that Contract.
- 7. Termination**
- 7.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and, if such a breach is remediable, fails to remedy that breach within seven days of the Supplier's written notice;
- (b) the Customer, being an individual, has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any legislation or regulation for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution, whether legal or equitable, to be levied on his property or obtained against him;
- (c) the Customer, being a body corporate, has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver, manager, administrative receiver or administrator appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the Customer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Customer;
- (d) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Customer's financial position deteriorates to such an extent that, in the Supplier's opinion, the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 7.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract (and any other contract between the Customer and the Supplier or any member of the Carr's Group) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8. Consequences of termination**
- 8.1 On termination of the Contract:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice (calculated as a fair valuation of unpaid work completed to date), which shall be payable by the Customer immediately on issue;
- (b) the Customer shall return all of the Supplier Materials that have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 8.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination or expiry.
- 8.3 Clauses 3.8, 5.3, 5.4, 5.5, 5.7, 5.9, 6, 8, 10, 11 and any other provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 9. Force majeure**
- 9.1 The Supplier shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its control.

10. Confidentiality

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 10;
 - (b) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of the defence or prosecution of its rights under a Contract; or
 - (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under or in connection with the Contract or the defence or prosecution of its rights under a Contract.
- 10.4 Upon request at any time, a party shall return to the other party that other party's confidential information (including any copies thereof or extracts or excerpts therefrom) save that it may keep a confidential copy in its electronic archival and data backup systems and for the purposes of the defence or prosecution of its rights under a Contract. Any such copy shall remain subject to the provisions of this clause 10.

11. General

- 11.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Nothing in this Contract shall limit or exclude liability for fraud or fraudulent misstatement.
- 11.2 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.3 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.4 Members of the Carr's Group may enforce the Supplier's rights under the Contract but otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 11.5 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

- 11.6 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 11.7 No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.8 The Contract is personal to the Customer, who may not assign, novate, sub-contract or otherwise part with possession without the Supplier's prior written consent.
- 11.9 Any notice or other communication given to a party under or in connection with these Conditions shall be in writing, addressed to that party at its address specified in the Contract (or such other address as is notified to the other parties from time to time), and shall be delivered personally, or sent by pre-paid first-class post. A notice or other communication shall be deemed to have been received: (a) if delivered personally, when left at the address referred to above; or (b) if sent by pre-paid first-class post, at 10:00am on the second business day after posting. The provisions of this clause 11.9 shall not apply to the service of any proceedings or other documents in any legal action.
- 11.10 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.