

TERMS AND CONDITIONS

These Terms and Conditions (**Conditions**) set out the basis upon which the I'Anson Bros. Limited group of companies (which includes I'Anson Bros Ltd, Masham Micronized Feeds, British Horse Feeds and the Golden Paste Company Limited) supply Goods to the customer.

1. DEFINITIONS

1.1 The following definitions, unless the context requires otherwise, and rules of interpretation in Conditions 1.2 to 1.4 shall apply to these Conditions:

Additional Terms:	any terms varying or adding to the Conditions that are included within the order acknowledgement or otherwise agreed in writing by a director of the Seller;
Bespoke Goods:	goods requested by the Customer which are tailor made specific to a Customer's specification or of a nature which is not offered as standard and specifically requested by the Customer;
Contract:	any contract between the Seller and the Customer for the purchase of Goods in accordance with and subject to these Conditions and (where applicable) the Additional Terms;
Customer:	the person named in the Contract, agreeing to purchase Goods from the Seller;
Delivery Date:	the date specified by the Seller when the Goods are to be delivered;
Goods:	the articles which the Customer agrees to buy from the Seller;
Price:	the price for the Goods including carriage, packing, insurance and VAT; and
Seller:	the company who agree to supply the Goods or Bespoke Goods to the Customer, in each case may be I'Anson Bros. Limited, Masham Micronized Feeds, British Horse Feeds or the Golden Paste Company Ltd, whose company details can be found at Condition 12.

1.2 References to the masculine include the feminine and the neuter, and the singular include the plural and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

1.3 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression, except in relation to Condition 1.2, be deemed to be followed by the words "without limitation", shall be construed as illustrative, and

shall not limit the sense of the words, description, definition, phrase or term preceding such terms.

1.4 Headings do not affect the interpretation of the Conditions.

1.5 A Reference to **writing** or **written** includes email.

2. CONDITIONS APPLICABLE

2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply (whether endorsed on, delivered with, or contained in) in any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods subject to and in accordance with these Conditions.

2.3 No order for Goods shall be deemed to be accepted by the Seller, until the Seller confirms acceptance orally or in writing or, if earlier, delivers the Goods.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall have no effect and shall not form part of the Contract unless agreed in writing by the Seller and the Customer.

3. PRICE, PAYMENT AND ADJUSTMENTS

3.1 Unless stated otherwise and subject to Condition 3.5, the Price shall be the price set out in the order together with any VAT and delivery costs.

3.2 Unless stated otherwise, payment will be due upon the Customer placing an order for Goods.

3.3 The Seller may cancel or withdraw any quotation at any time before an order for Goods has been accepted without being liable to give notice of such cancellation or withdrawal. In such circumstances the Seller's only sole liability to the Customer is a refund to the amount paid.

3.4 The Seller reserves the right to vary the Price of the Goods, by giving notice to the Customer prior to delivery of the Goods, to take account of any variation (howsoever arising) in these costs or the imposition of any new taxes or duties between the order and Delivery Date.

3.5 All Prices are strictly net of all taxes and duties. Imports and charges of whatsoever nature including all duties, taxes, levies and any other payments whatsoever imposed relating to the Goods together with any costs arising therefrom and any such costs shall be for the account of the Customer.

4. SUPPLY OF GOODS

4.1 The Seller shall endeavour to meet any Delivery Dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for delivery of Goods.

4.2 The Seller shall have the right to make any changes to the Contract which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Goods, and the Seller shall notify the Customer in any such event.

4.3 The Seller shall have and maintain insurance in relation to the supply of Goods.

4.4 The Goods shall be sold by description. Any drawings, descriptive matter or advertising issued by the Seller, and any descriptions or illustrations contained in the Seller's catalogues, brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

4.5 Where samples are submitted to the Customer, the sample is drawn from and is representative of the bulk but the Seller does not guarantee that all the Goods will be the same in all respects as the sample, and the Customer acknowledges that it is not a sale by sample.

5. CUSTOMER'S OBLIGATIONS AND WARRANTIES

5.1 The Customer shall:

- (a) ensure that the terms of the Contract and any information it provides to the Seller are complete and accurate;
- (b) co-operate with the Seller in all matters relating to the Contract;
- (c) provide the Seller, its employees, agents, consultants and subcontractors, with access to the Customer's premises, and other facilities as reasonably required by the Seller for the purposes of supplying the Goods;

- (d) provide the Seller with such information and materials as the Seller may reasonably require in order to carry out its obligations under the Contract, and ensure that such information is accurate in all material respects;
- (e) comply with any additional obligations as set out and/or contained in the Contract; and

5.2 If the Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Seller shall without limiting its other rights or remedies have the right to suspend supply and/or delivery of the Goods 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 to the extent the Customer Default prevents or delays the Seller's performance of any of its obligations; and
- (b) the Seller's liability to the Customer shall be limited to the Price paid for the Goods where the Seller fails or is delayed in performing any of its obligations as set out in this clause 5.2.

6. TITLE AND RISK

6.1 The risk and title in the Goods shall pass to the Customer on delivery.

7. FAULTY GOODS AND RETURNS

7.1 The following provisions set out in this Condition 7 do not affect the Customer's consumer rights.

7.2 Upon delivery of the Goods, the Customer will inspect the Goods, and will promptly (and within seven (7) days of the actual Delivery Date) notify the Seller of any issues relating to the quality of the Goods, its packaging, or quantity.

7.3 If there are any issues raised by the Customer or issues noticed after the notice period in Condition 7.2, which would not have been reasonably apparent at delivery (**Latent Defects**), in respect of the Goods, the Customer will promptly notify the Seller as soon as such issue is presented or ought to have been presented.

7.4 Subject to Condition 7.5, the Seller's liability to the Customer under Conditions 7.2 and 7.3, is limited to replacing or issuing a refund for the Goods.

7.5 The Seller shall not be liable under Condition 7.4, where any Latent Defects in the Goods are as a result of the Customer's failure to carry out initial inspection or follow

the Seller's instructions in the storage, carriage, or failure to notify outside recommended use by dates. Before any replacement or refund is issued under Condition 7.4, the Seller reserves the right to inspect or require provision of samples or require any other evidence from the Customer to support any such claims or issues raised.

8. CANCELLATION

- 8.1 Notwithstanding any other provisions of these Conditions, the Customer may amend or cancel any order for Goods (whether confirmed by the Seller) at any time before delivery of the Goods occurs.
- 8.2 Unless excluded under Condition 8.4, the Customer may amend or cancel the Contract at any time beginning at the moment the Customer receives the Goods (the Delivery Date) ending 14 days thereafter ("**Cancellation Period**"). Unless the Goods are faulty, the Customer is responsible for returning the Goods at their own cost and risk.
- 8.3 Subject to Condition 8.4, if the Customer cancels the Contract within the Cancellation Period he will receive a full refund within 14 days of cancellation and unless otherwise agreed, by the same method of payment used by the Customer.
- 8.4 The Cancellation Period does not apply to the Contract where it is entered at the Seller's premises; or to orders for Bespoke Goods; or to Goods that deteriorate or expire rapidly. It is acknowledged by the Customer that the Seller will incur costs relating to Bespoke Goods and therefore should notify the Seller as soon as possible where it wants to amend or cancel an order Bespoke Goods.
- 8.5 To amend or cancel any order, the Customer must inform the Seller of such amendment or cancellation by writing to the Seller at its registered office address, sending an email or by telephone (all contact details can be found at Condition 12) or by using the form described in Condition 8.6.
- 8.6 The Customer may use but is not obliged to use the Model Cancellation Form, which can be found attached to these Conditions.
- 8.7 The Customer will be liable to pay for any loss in value of any Goods supplied, if the loss is the result of unnecessary handling, or the Customer fails to follow the appropriate storage instructions. The Customer will only be liable for any diminished value of the Goods resulting from handling that goes beyond which is necessary to establish whether the Goods are as expected.
- 8.8 Any amounts payable by the Customer under Condition 8.7 shall be deducted from any refund that is to be issued.

9. EVENTS BEYOND THE SELLER'S CONTROL

9.1 The Seller shall not be liable for any failure, delay or default in performing its obligations under the Contract to the extent that such failure or delay is caused by a **Force Majeure Event**. A Force Majeure Event means any event which hinders, delays or prevents performance of a party's obligations and which is either beyond that party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limit to failure or interruption of energy sources or other utility service, lack of available raw materials, acts of God, national or international calamity, malicious damage, breakdown of plant or machinery, collapse of building structures, fire, flood, natural disasters or extreme adverse weather conditions.

10. DATA PROTECTION

10.1 In processing personal data for the purposes of the Contract the Seller shall only process the Customers personal data:

- (a) for the purpose of performing its obligations under the Contract;
- (b) to process payment for the Goods under the Contract;
- (c) to comply with all relevant instructions or requests that the Customer may give to the Company from time to time concerning such processing of the Customer's personal data; and
- (d) other than our sub-contractors, we will only give your personal data to third parties where the law either requires or allows us to do so.

10.2 For the purpose of this Condition 13, the terms personal data and process have the meanings given to them in the Data Protection Act 1998.

11. GENERAL

11.1 The Customer warrants that it has the necessary authority to enter into the Contract. The Customer warrants that all the information provided to the Seller is true and accurate and acknowledges that the Seller is relying upon such information in relation to the supply of Goods.

11.2 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not. All intellectual property rights, including, without limitation, copyright and trademarks, and all other rights in any documents or materials provided by the Seller to the Customer under the Contract shall belong to the Seller.

- 11.3 The Customer shall not disclose any confidential information or commercial know-how provided by or relating to the Seller except as permitted by law.
- 11.4 If any Condition is found by any court to be wholly or partially illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in full force and effect. If such court decides that such Condition is not severable, the parties agree to substitute such Condition with a legal, valid, enforceable and reasonable Condition which achieves, to the greatest extent possible, the same commercial effect as the original Condition.
- 11.5 Failure or delay by the Seller to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Seller if any breach of, or any default under, any provision of the Contract by the Customer shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 11.6 No provisions of the Contract are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 11.7 All notices sent by the Customer to the Seller must be sent to the Seller at its registered office address or by email or facsimile or as otherwise agreed by the Seller. The Seller may send notices to the Customer at the email or postal address, or by facsimile to the number, provided by the Customer to the Seller.
- 11.8 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in writing. Notices shall be deemed served on delivery if delivered by hand, 3 Days after posting if sent by post, and on completion of transmission if sent by email or facsimile.
- 11.9 The formation, construction, performance, validity and all aspects of the Contract shall be governed by the law of England and Wales. Notwithstanding any consumer protection rights the Customer may have, the parties submit to the non-exclusive jurisdiction of the English courts to hear all disputes arising in connection with the Contract.

12. Group Company Details

- 12.1 I'Anson Bros. (Holdings) Ltd is the ultimate parent company. It is a company registered in England & Wales with company registration number 03197474, whose

registered office is at The Mill, Thorpe Road, Masham, Ripon, North Yorkshire, United Kingdom, HG4 4JB.

- 12.2 I'Anson Bros Limited, a company registered in England & Wales with company registration number 00462656, whose registered office is at The Mill, Thorpe Road, Masham, Ripon, North Yorkshire, United Kingdom, HG4 4JB, Email: info@ianson.co.uk Telephone 01765 689332. This company includes the trading divisions of British Horse Feeds and Masham Micronized Feeds.
- 12.3 Masham Micronized Feeds Limited, a dormant company registered in England & Wales with company registration number 02056186, whose registered office is at The Mill, Thorpe Road, Masham, Ripon, North Yorkshire, United Kingdom, HG4 4JB.
- 12.4 British Horse Feeds B.H.F Limited, a dormant company registered in England & Wales with company registration number 01509752, whose registered office is at The Mill, Thorpe Road, Masham, Ripon, North Yorkshire, United Kingdom, HG4 4JB.
- 12.5 The Golden Paste Company Limited, a company registered in England & Wales with company registration number 09932040, whose registered office is at The Mill, Thorpe Road, Masham, Ripon, North Yorkshire, United Kingdom, HG4 4JB.

MODEL CANCELLATION FORM

To _____

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following Goods [*],

Ordered on [*/received on [*],

Name of customer(s),

Address of customer(s),

Signature of customer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate