

TERMS AND CONDITIONS OF SALE OR CONTRACT

1. GENERAL

Volac Feeds Ltd. (hereinafter referred to as 'the Company') sells to, or contracts with the Buyer subject to the terms and conditions set out below. No additions or modifications will form part of these Terms and Conditions unless accepted by the Company in writing. These Terms and Conditions shall override and take the place of any other Terms and Conditions in any document pre-dates these Terms and Conditions.

2. TIME

- a) Any period or times stated for collection by the Buyer ex factory/store or for delivery to the Buyer are estimates only and in any event the Company accepts no responsibility for loss or damage of whatever nature resulting from delays.
- b) Where the Buyer places an order/contract for goods to be collected/delivered in instalments, any failure by the Buyer to comply with this contract will entitle the Company to withhold further instalments.

3. PRICES AND TERMS

Prices and terms of sale are as per the Company's price list ruling at the time of delivery or as specific contract. Exceptions to this must come from the Company in writing. If the Buyer, fails to comply with the terms of payments specified the Company has the right to terminate any contract without prejudice to their rights hereunder.

4. DESPATCH AND DELIVERY

In cases where goods are to be delivered by the Company to the Buyer or collected by the Buyer from the Company within a period detailed in the contract and where the Buyer cannot accept delivery or effect collection in the said period the Company shall, if its storage permits, store the goods and take all reasonable steps to prevent their deterioration until their actual delivery or collection and the Buyer shall be liable to the Company for the cost (including insurance) of its so doing. This provision shall be in addition to, not in substitution for, any other payment or damages for which the Buyer may become liable in respect of his failure to take delivery or collect at the appropriate time.

5. PROPERTY AND INSURANCE

a) The risk of the goods will pass to the Buyer on delivery by the Company or on collection by the Buyer; thereafter the Buyer shall be responsible for the satisfactory care and protection of the goods and shall take out at its own expense adequate comprehensive all risks insurance on the goods, until the Company has received payment of the price in full.

b) The title in the goods shall not pass to the Buyer until the Buyer shall have discharged all sums due by the Buyer to us at the date of the final handing over of possession of the goods whether such sums shall be due on foot of this transaction or transactions. In the event of any prior re-sale, the Company's beneficial entitlement shall attach to the proceeds of re-sale, or any claim for such proceeds whether such sums shall be due on foot of this transaction or shall be due on foot of some other transaction or transactions. In the event that the Company reasonably apprehends that the Buyer is insolvent, or about to become so, the Company and its authorised representatives shall have the right of access to the property of the Buyer in order to identify or recover therefrom any goods in the possession of the Buyer which shall remain the property of the Company. Prior notice shall not be required, but any such visit will only be made within reasonable business hours.

6. GOODS DAMAGED/LOST IN TRANSIT

The Company will repair or replace free or charged goods damaged or lost in transit (excluding any transit from the Company's store in respect of goods collected from there by the Buyer), or make up an incomplete delivery provided the Buyer gives the Company written notification of such loss, damage or incomplete delivery within 72 hours.

7. WARRANTY

a) Animal Feeding Stuffs

The Company warrants that at the time of collection/delivery the goods will conform to the provisions of the sale of goods and supply of services act 1980 together with any subsequent legislation and the provisions of Statutory Instrument No.200 of 1984 - European Communities (Marketing of Feedstuffs) Regulations 1984 enacted pursuant to Section 3 of the European Communities Act 1972 and shall be suitable for the purpose for which they were sold. No other warranty in respect of any defect or failure whether expressed or implied shall apply. The Company's liability in respect of any defect or failure in the goods shall be limited to the price paid for the goods or exchange of the goods at the Company's option.

b) Equipment

The Company warrants equipment sold to the Buyer in accordance with warranties given by the manufacturer (who is not the Company) of the equipment. Details of such warranties are available on request. However, warranties will be limited to making good defective workmanship and faulty materials only, and shall not apply to consequential loss. Furthermore, it will not apply to consumable items.

8. LIMITS OF SELLERS LIABILITY

The Company's liability under any sale or contract is limited to making good defects or failure in goods to the extent provided in Clause 7 hereof, and subject thereto the Company shall not in any circumstances be liable for any loss, damage or expense (including indirect and consequential loss or damage) of any nature howsoever arising and including but not limited to, any resulting directly or indirectly from the negligent act or default of the Company, its servants, agents or suppliers or from anything supplied or specified by the Buyer.

9. PERFORMANCE DATA

Any performance figures directed or referred to in any specification or other document put out by the Company are estimates only based on assumed conditions, and levels of management, with experienced, adequate and efficient users, and proper utilisation of satisfactory materials. All these factors are outside the control of the Company and consequently performance cannot be warranted.

10. DETERMINATION

If the Buyer shall make default in or commit any breach of any of his obligations to the Company or if any distress or execution shall be levied upon the Buyer his property or assets or if he (the Buyer) shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or the Buyer shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation of if a receiver of such company's undertaking property or assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by it to the Buyer's last known address any subsisting order shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or exercise.

11. FORCE MAJEURE AND FRUSTRATION

The Company shall be entitled to cancel or rescind the sale or contract, and in any event shall not be liable for loss or damage, if the performance of its obligation under the sale or contract is in any way adversely affected by any cause whatsoever beyond the Company's control including but not limited to the default of any subcontractor, war, strike, lockout, trade dispute, floor, accident to plant or machinery, shortage of materials or labour.

12. LAW

These Terms and Conditions shall be subject to Irish law.