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By Appointment to  
Her Majesty The Queen  
Supplier of Quality Seeds  
ADM Agriculture Ltd  
Lincolnshire

## Haulage Terms and Conditions 2022/23

Dear Sir/Madam

Please find below the Haulage Terms and Conditions of ADM Agriculture Ltd (Grain Division) (hereafter "ADM") effective from 1 July 2022. In these terms, we refer to "haulier" or "haulage company" as a person or company who is contracted by us for the transport of goods by road.

### Terms and Conditions

The haulier guarantees that the collection and delivery of all goods is executed strictly and only under the terms and conditions of the Agricultural Industries Confederation ("AIC") TASC Scheme rules, incorporating the current Code of Practice for Road Haulage of Combinable Crops and Animal Feeds or another equivalent recognised scheme by AIC. Fertiliser collection and delivery is executed strictly under the terms and conditions of the AIC FIAS Scheme Manual and the current FIAS Transport Standard or equivalent scheme recognised by AIC.

Haulage companies must be TASC accredited or accredited under an equivalent scheme recognised by AIC. Haulage companies contracted to carry fertiliser must be FIAS accredited. Evidence of accreditation/certification/auditing shall be provided to the Company upon request.

The AIC Haulage Exclusion List and the International Database Transport (for) Feed (IDTF), forbidden substances and products, are expressly incorporated into each transaction.

All parties have prior knowledge and are cognisant of the above terms.

### Insurance

The haulage company shall have sufficient insurance cover commensurate with the value of the goods, which shall include, but not be limited to, Public/Product liability, Motor and goods in transit. The haulier is wholly responsible for the security and integrity of the goods whilst their responsibility. Proof of cover shall be provided if requested.

### Contract Confirmation

Each transaction will be confirmed in writing by email, fax or computer-generated form. When the haulage company receives the confirmation, it is their responsibility to check that all the details are correct. If the haulage company finds any details with which they do not agree, they must contact the relevant ADM office immediately to seek clarification.

### Communication

The relevant ADM office will contact the farm supplier prior to collection. The haulage company must also contact the farm supplier (or other person responsible for loading as advised by ADM Agriculture Ltd), within normal working hours, giving a minimum of one working days' notice prior



to collection of the goods. Arrangements shall be made for the driver to call the farm supplier within an hour of the collection time.

It is the responsibility of the haulage company to advise the relevant ADM office immediately when it is known that a load may be late for its original time slot or the load may be dropped. Failure to inform the relevant office on the day of delivery may result in any subsequent costs, including consequential losses, being passed to the haulage company.

#### **Payment terms**

The payment terms are 28 days from the date of the haulier's invoice.

#### **Food and Feed Safety**

In accepting our Haulage Terms and Conditions the haulage company acknowledge and recognise their obligations relating to the provisions of food safety, including, but not limited to the Food Safety Act 1990, Food Hygiene Regulations (EC no 852/2004), and the Feed Hygiene Regulations (EC no 1831/2003) and, by accepting each contract, confirm that each delivery will conform to such obligations, including amendments applicable at the time of collection and/or delivery.

Each collection and delivery is additionally subject to any UK and/or EU legislation pertaining to the operation of haulage.

#### **Allergens:**

The haulage company shall acknowledge and recognise their obligations relating to the AIC Haulage Contaminant Sensitive List, Appendix 2 – 5. Materials causing allergic reactions. The haulage company must check and comply with individual customer policies prior to handling any goods listed in section 5. **Prohibited Substances in Horse Feed.**

The Universal Feed Assurance Scheme's Compound Feeds Code of Practice 2012, including Appendix 7 thereto (together, "the Code"), addresses the control of Naturally Occurring Prohibited Substances ("NOPS") in equine feeds.

It is the responsibility of the haulage company to ensure Appendix 7 UFAS/BETA Control of Naturally Occurring Prohibited Substances (NOPS), is understood and complied with in all respects. The haulage company shall be aware of the "At Risk Materials" defined within the Excluded List, Sensitive A List and Sensitive B List, and ensure that the end users' requirements are complied with in all respects

#### **Combinable Crops Passports**

Haulage companies shall ensure that they receive a duly completed grain passport, including the mycotoxin section, for each load from the farmer's representative, including a valid assurance sticker, and that Section 8 has been completed, where necessary, to comply with the terms of the Renewable Energy Directive.

#### **Sub-Contracting**

Any sub-contracting of deliveries must meet the requirements of the current TASC Code of Practice for Road Haulage of Combinable Crops and Animal Feeds and can only take place with the written consent of the relevant ADM office.



### **Overweight Lorries**

The haulage company shall be aware of their legal responsibilities in despatching overweight trailers. Some end users may charge for tipping off excess weight and the end supplier may be paid for only the legally allowed tonnage as per current legislation. Any charges or loss in weight incurred shall be the responsibility of the haulage company.

### **Delivery of Fertiliser**

Fertiliser must only be delivered to the address shown on the movement instructions provided by ADM. The driver must ensure that unloading is completed under the supervision of the recipient of the product, and the Proof of Delivery document must include both a signature and full printed name of the recipient. The signed Proof of Delivery document shall be sent to ADM's Gainsborough office along with the invoice.

The collection and delivery of Ammonium Nitrate based Fertiliser can only be carried out by companies who are compliant with The European Agreement Concerning the International Carriage of Dangerous Goods by Road (known as ADR). The haulage company must also appoint a qualified Dangerous Goods Safety Advisor and hold a copy of the DGSA's certificate and annual report.

The haulage company must contact the farm customer to arrange delivery and the store to book the collection within normal working hours, at least 24 hours prior to collection/delivery. The driver must also call the farm customer 1 hour prior to the delivery time. It is the responsibility of the haulage company to advise the relevant ADM office immediately it is known a load cannot be collected or delivered as originally contracted. Failure to inform the relevant office may result in any subsequent costs being passed to the haulage company.

### **Health and Safety**

The haulage company shall comply with all current health and safety legislation, including any individual site rules. The company shall take all reasonable precautions to ensure that its employees, servants or agents, shall minimise any risk of accident or risk to general health which may arise as a result of the services provided.

### **Domicile**

Irrespective of the domicile or the place of the head office of any office of the parties, English law will apply to all transactions.

### **Dispute Resolution**

Any dispute arising under the contract, which cannot be mutually agreed, shall be referred to arbitration under the Arbitration Rules of the Agricultural Industries Confederation (AIC), save that there shall be no recourse to Appeal against the first-tier award of arbitration. Both parties accept having knowledge of these Rules, a copy of which can be obtained from AIC or ADM upon written request. The time limit for claiming arbitration shall be 90 days from the date on which the load was delivered to its end destination.

### **Ethical Trading Initiative Base Code**

ADM Agriculture Limited conforms to the Ethical Trading Initiative (ETI) base code. Further details can be found on our website.



### **Modern Slavery Act 2015**

The Modern Slavery Act 2015 came into force in October 2015 and encompasses human trafficking, slavery, servitude and forced or compulsory labour.

ADM are committed to the rights and well-being of the people who work for us and our suppliers. As such, we are committed to taking the appropriate steps to ensure that everyone who works for us benefits from a working environment in which their fundamental rights and freedoms are respected. Our company policy promotes freedom of association and clearly defines that forced labour is unacceptable. We ensure all of our employees are legally entitled to work, registered to pay the appropriate tax and National Insurance contributions and that relevant legislation relating to health and safety, Working Time Regulations, pension enrolment and minimum wage are followed.

As a valued trading partner our expectation and requirement is that your business operates and is committed to the same ethical standards as we are, ensuring the rights and well-being of your own employees and those within your own direct supply chain.

We recognise that the issue of slavery and human trafficking is a global issue and often difficult to detect; therefore, open communication with our supply chain is critical to ensure that any issues are detected and resolved. We welcome and encourage our trading partners to discuss any queries or concerns you may have relating to this legislation. If you have any questions or require any guidance relating to slavery or human trafficking, then please contact our Human Resource Department. We take this opportunity to thank you for your continued and valued custom.

With best wishes.

Yours faithfully

Graham Atkinson  
Managing Director, ADM Agriculture Ltd