



ADM Agriculture Ltd
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ADM AGRICULTURE LIMITED TERMS AND CONDITIONS OF SALE FOR UK DOMESTIC TRADE

July 2026

These Terms and Conditions of Sale ("Terms") govern all sales and supplies of goods and services by ADM Agriculture Ltd ("ADM") to its customers ("Buyer"). By placing an order with ADM, the Buyer unconditionally agrees to be bound by these Terms.

These Terms apply to the exclusion of any terms or conditions relied upon or introduced by the Buyer, whether contained in a purchase order, confirmation, correspondence or otherwise.

These Terms are divided into:

- a) Part 1 – General Terms, applicable to all sales; and
- b) Part 2 – Product-Specific Terms, applicable only where expressly stated.

In the event of any inconsistency, Part 2 shall prevail over Part 1, and these terms shall prevail over any incorporated Industry Contract.

Part 1 – General Terms and Conditions

1. Definitions and Interpretation

1.1. Definitions

- 1.1.1. **"ADM"**: Means ADM Agriculture Limited, a company organised and existing under the laws of England, with its registered office located at Lindsey House, Hemswell Cliff, Gainsborough, Lincolnshire, DN21 5TH.
- 1.1.2. **"Buyer"**: Means the person, firm or company purchasing Goods and/or Service from ADM.
- 1.1.3. **"Goods"**: Means any goods supplied by ADM to the Buyer, including (without limitation) feeding stuffs, grains, oilseeds, seed for sowing and fertiliser.
- 1.1.4. **"Services"**: Means any services supplied by ADM to the Buyer in connection with the supply of Goods, including (without limitation) delivery, blending, treatment or advisory services.
- 1.1.5. **"Product Groups"**: Means the categories of Goods supplied by ADM, namely:
 - 1.1.5.1. Feeding Stuffs
 - 1.1.5.2. Grains
 - 1.1.5.3. Oilseeds
 - 1.1.5.4. Seed for Sowing
 - 1.1.5.5. Fertiliser
- 1.1.6. **"AIC"**: Means the Agriculture Industries Confederation
- 1.1.7. **"GAFTA"**: Means The Grains and Feed Trade Association
- 1.1.8. **"FOSFA"**: Means the Federation of Oils, Seeds and Fats Association
- 1.1.9. **"Industry Contract"**: Means any of the following standard form contracts, as applicable and as incorporated under Part 2:
 - 1.1.9.1. AIC Contract No. 2/21
 - 1.1.9.2. AIC Contract No. 8/21



- 1.1.9.3. AIC Contract No. 16/21
- 1.1.9.4. GAFTA Contract No. 109
- 1.1.9.5. FOSFA Contract No. 26A
- 1.1.9.6. Or any amendment, update or replacement thereof.
- 1.1.10. **"Contract"**: Means the contract between ADM and the Buyer for the sale of Goods and/or supply of Services, comprising the Contract Note (if any), these Terms (including Part 1 and Part 2), and any applicable Industry Contract as incorporated.
- 1.1.11. **"Contract Note"**: Means ADM's written confirmation of the contract or sales order, whether in paper or electronic form.
- 1.1.12. **"Business Day"**: Means any day other than a Saturday, Sunday or public holiday in England.
- 1.1.13. **"Business Hours"**: Means the period from 9.00 am to 5.00 pm on a Business Day.

1.2. Interpretation

- 1.2.1. Clause, Schedule and Paragraph headings shall not affect the interpretation, construction or scope of these Terms and Conditions of Sale.
- 1.2.2. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.2.3. References to a statute or statutory provision include any modification, re-enactment or replacement of it from time to time.
- 1.2.4. References to clauses or Parts are to clauses and Parts of these Terms.
- 1.2.5. The words 'including' or 'without limitation' shall not limit the generality of the preceding words.
- 1.2.6. References to "in writing" or "written" includes email but excludes fax.

2. Application and Priority of Terms

- 2.1. These Terms apply to all Contracts for the sale of Goods and/or supply of Services by ADM and shall govern each Contract, regardless of how an order is placed, including orally, in writing or electronically.
- 2.2. These Terms apply to the exclusion of any terms or conditions proposed, relied upon or introduced by the Buyer, whether contained in a purchase order, confirmation, correspondence or otherwise.
- 2.3. The documents forming the Contract shall have the following order of priority in the event of any inconsistency:
 - 2.3.1.(a) Contract Note
 - 2.3.2.(b) any applicable provision of Part 2 of these Terms;
 - 2.3.3.(c) Part 1 of these Terms; and
 - 2.3.4.(d) any applicable Industry Contract incorporated under Part 2.
- 2.4. Any Industry Contract is incorporated by reference only to the extent that it does not conflict with these Terms.
- 2.5. No variation of these Terms or of any Contract shall be effective unless agreed in writing by a duly authorised director of ADM. No employee, agent or representative of ADM has authority to vary or supplement these Terms.

3. Formation of Contract

- 3.1. The Buyer may place orders with ADM orally, in writing or electronically. No order shall be deemed accepted unless and until confirmed by ADM.
- 3.2. ADM may accept or reject any order at its absolute discretion.
- 3.3. A Contract shall only be formed when ADM issues a Contract Note, issues an invoice, dispatches the Goods, or otherwise confirms acceptance of the order in writing. ADM shall be entitled to refuse any order or to require credit approval or payment in advance.



- 3.4. All quotations and price indications issued by ADM are invitations to treat only and shall not constitute an offer capable of acceptance unless expressly stated otherwise. Quotations may be withdrawn or amended at any time prior to acceptance.
- 3.5. ADM reserves the right to correct any clerical, typographical or administrative error in any quotation, Contract Note, invoice or other document without incurring liability as a result of such correction.

4. Product Description and Compliance

- 4.1. The Goods shall comply with all applicable United Kingdom statutory and regulatory requirements in force at the time of delivery.
- 4.2. The Buyer acknowledges that the Goods are agricultural products derived from natural sources and that variations in quality, composition, appearance or performance may occur as a result of natural, seasonal, biological or climatic factors. Such variations shall not constitute a defect or non-conformity.
- 4.3. No guarantee or warranty is given by ADM as to the performance, results or outcomes that may be achieved through the use of the Goods. All performance and outcomes depend on factors beyond ADM's control, including storage, handling, application, husbandry, soil and weather conditions and use of the Goods is at the Buyer's own risk.

5. Prices & Price Adjustments

- 5.1. All quotations issued by ADM are valid until the close of business on the date of issue, unless expressly stated otherwise in writing. After that time, quotations may be withdrawn or amended without notice.
- 5.2. Prices are subject to change prior to acceptance of an order. Where a Contract has been formed, ADM reserves the right to adjust the price of the Goods to reflect any increase in costs incurred by ADM arising after the date of the Contract, including (without limitation) increases in the cost of raw materials, transport, fuel, energy, storage, levies, duties, insurance, or changes in applicable laws regulations or regulatory requirements. Whenever this clause 5.2 is engaged, ADM will provide the Buyer with objective evidence demonstrating the increased costs.
- 5.3. Without prejudice to the foregoing, ADM reserves the right to increase the price of the Goods to reflect any increase in cost incurred by ADM resulting from the imposition of any tax, duty (including but not limited to import or export duties and Carbon Border Adjustment Mechanism (CBAM) or EUDR (EU Deforestation Regulation) charges), levy, tariff or other regulatory price adjustment. This applies to any such charge imposed upon the Goods after the date of the order by the government of the United Kingdom, the European Union, or any other nation or supra-national authority.
- 5.4. All prices are exclusive of value added tax (VAT) and any other applicable taxes, duties or charges, which shall be payable by the Buyer in addition at the applicable rate in force at the time of supply.
- 5.5. Unless otherwise agreed in writing, all packaging, sacks, bags, pallets and other handling materials supplied with the Goods are non-returnable and non-refundable.

6. Payment

- 6.1. Payment for the Goods and/or Services shall be due and payable in full by the Buyer by the date specified on ADM's invoice, save where alternative payment terms have been expressly agreed in writing between the parties.
- 6.2. Payment shall be made by bank transfer/BACS or such other electronic method as ADM may approve in writing from time to time. Cheques are not accepted unless expressly agreed in writing by ADM.



- 6.3. ADM reserves the right at any time, at its discretion, to require payment in advance of delivery or to revoke or vary any credit terms previously granted.
- 6.4. If the Buyer fails to make any payment when due under any Contract, then without prejudice to any other rights or remedies to ADM (including any statutory right), ADM shall be entitled to:
 - 6.4.1.(a) cancel the Contract and/or suspend or refuse further deliveries of Goods or Services to the Buyer;
 - 6.4.2.(b) appropriate any payment made by the Buyer to such Goods or to any other Goods supplied under any Contract as ADM may determine, notwithstanding any purported appropriation by the Buyer;
 - 6.4.3.(c) sell or otherwise dispose of any Goods, whether appropriated to the Contract or not, where permitted by law;
 - 6.4.4.(d) hold the Buyer liable for any deterioration in the condition or quality of the Goods occurring from delivery until payment is made in full; and
 - 6.4.5.(e) require immediate payment of all outstanding sums, whether or not due.
- 6.5. Interest shall accrue on any overdue amount at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the due date until payment is made in full, whether before or after judgment, and compounded on the first day of each calendar month unless the court orders otherwise.
- 6.6. The Buyer shall indemnify ADM in full against all costs, expenses and liabilities incurred by ADM (directly or indirectly), including legal costs on a full indemnity basis, arising out of or in connection with the Buyer's failure to make payment when due.
- 6.7. All payments shall be made in full, without deduction, withholding, set-off or counterclaim of any kind, unless expressly agreed in writing by an authorised director of ADM.
- 6.8. Without prejudice to the foregoing, ADM may set off any amount owing by the Buyer to ADM against any amount payable by ADM to the Buyer under this or any other Contract between the parties.
- 6.9. ADM shall not be obliged to supply any Goods or Services where the Buyer has failed to comply with ADM's payment terms on any previous occasion, and in such circumstances the Buyer shall have no claim whatsoever against ADM.

7. Payment Fraud and Cyber Security

- 7.1. The Buyer acknowledges that there is a risk of fraud, including payment diversion or cyber fraud, where communication are intercepted or altered by unauthorised third parties.
- 7.2. ADM shall notify the Buyer of any change to its bank account details by email alone. Any notification of a change to payment details must be confirmed by the Buyer directly with ADM using previously established contact details before any payment is made.
- 7.3. The Buyer shall be responsible for verifying the authenticity of any payment instructions received from ADM and shall take all responsible steps to ensure that payment is made to the correct bank account.
- 7.4. Payment shall only be deemed to have been made when cleared funds are received in the bank account specified by ADM. Any payment made by the Buyer to an incorrect account shall not discharge the Buyer's payment obligation to ADM.
- 7.5. ADM shall not be liable for any loss arising from payment made to an incorrect account where the Buyer has failed to comply with this clause.



8. Delivery, Collection & Access

- 8.1. Delivery of the Goods shall be made to the location specified in the Contract or, where applicable, made available for collection by the Buyer. The method, timing and manner of delivery or collection shall be as notified by ADM.
- 8.2. Where ADM agrees to deliver the Goods to any place other than the Buyer's premises and the Goods consist wholly or partly of crop protection products or other products required to be stored or handled in a particular manner under any statutory or trade requirement, it shall be a condition of the Contract that the Buyer provides, at the delivery location, storage facilities complying with such requirements and ensures that ADM's delivery personnel have safe, lawful and unobstructed access to those facilities at the time of delivery. Any failure by the Buyer to make such provision shall be treated as a failure to take delivery of the Goods.
- 8.3. Any dates or times quoted for delivery of the Goods or completion of any Services are estimates only. Time shall not be of the essence of the Contract. ADM shall not be liable for any loss, damage, penalty or expense (whether direct, indirect or consequential) arising from any delay in delivery or performance, howsoever caused, and failure to meet any quoted date shall not constitute a breach of Contract nor entitle the Buyer to cancel the Contract or refuse delivery.
- 8.4. ADM may deliver the Goods in one or more instalments. Each instalment shall constitute a separate delivery obligation under the Contract and may be invoiced and paid for separately in accordance with these Terms. Any delay in delivery of an instalment shall not entitle the Buyer to cancel the remaining balance of the Contract.
- 8.5. The Buyer shall ensure that a duly authorised representative is present at the delivery location at the agreed time to accept delivery of the Goods and sign all relevant delivery documentation. Delivery shall be deemed to have taken place when ADM makes the Goods available at the agreed delivery location, whether or not the Buyer or its representative is present to receive them.
- 8.6. If the Buyer refuses or fails to take delivery of the Goods, fails to provide adequate delivery instructions, or otherwise causes delay in delivery or collection (other than due to ADM's fault), ADM shall, without prejudice to any other rights or remedies, be entitled at its discretion to:
 - 8.6.1.(a) store the Goods at the Buyer's risk and expense and charge the Buyer reasonable storage, handling, insurance and finance costs; and/or
 - 8.6.2.(b) resell or otherwise dispose of the Goods at the market price reasonably obtainable and, after deducting all reasonable costs and expenses, credit the Buyer with any excess over the Contract price or recover from the Buyer any shortfall.
- 8.7. The Buyer shall be responsible for any deterioration in the condition or quality of the Goods occurring from delivery or from the time the Goods are notified as ready for delivery or collection until payment is made in full.
- 8.8. Where Goods are to be collected by the Buyer, ADM shall provide written notification that the Goods are ready for collection, and the Buyer shall collect the Goods within a reasonable period specified by ADM. Failure to do so shall be treated as failure to take delivery for the purposes of this clause.
- 8.9. ADM's liability for any failure to deliver the Goods other than where caused by events beyond ADM's reasonable control or the Buyer's fault shall, subject always to the limitation of liability provision set out in these Terms, be limited to the direct cost (If any) to the Buyer of obtaining reasonably equivalent replacement Goods in the cheapest available market.



9. Assurance

- 9.1. Unless otherwise agreed at the time of trade, Contracts are entered into on the basis that the parties operate within a recognised industry assurance scheme applicable to the Goods.
- 9.2. The Buyer shall ensure that it is certified under, and remains compliant with, any such applicable assurance scheme and shall, upon request, provide ADM with evidence of such certification.
- 9.3. Where compliance with an assurance scheme is required and the Buyer fails to maintain such compliance, ADM shall be entitled, without liability, to suspend delivery of the Goods or refuse to supply until satisfactory evidence of compliance is provided.

10. Statutory Implied Terms

- 10.1. To the fullest extent permitted by law, all conditions, warranties, guarantees, representations and other terms which may be implied by statute, common law, custom usage or otherwise are excluded from the Contract.
- 10.2. Without limitation to the foregoing, ADM excludes all implied terms arising under Section 14 of the Sale of Goods Act 1979, including implied terms as to satisfactory quality and fitness for any particular purpose.
- 10.3. The Buyer acknowledges that it has not relied upon the skill or judgement of ADM in selecting the Goods for any particular purpose.
- 10.4. Nothing in these Terms shall limit or exclude ADM's liability to the extent that such liability cannot be limited or excluded by law.

11. Risk and Title

- 11.1. Risk in the Goods shall pass to the Buyer upon the earlier of:
 - 11.1.1. (a) delivery of the Goods to the Buyer or to a location specified by the Buyer;
 - 11.1.2. (b) collection of the Goods by or on behalf of the Buyer; or
 - 11.1.3. (c) the expiry of 14 days after the Goods have been made available for delivery or collection and the Buyer has failed to take delivery or collect them.
- 11.2. Title to the Goods shall not pass to the Buyer until ADM has received payment in full (in cleared funds) for the Goods and for all other sums due from the Buyer to ADM under any Contract.
- 11.3. Until title to the Goods has passed to the Buyer:
 - 11.3.1. (a) the Buyer shall store the Goods separately from all other Goods held by the Buyer so that they remain readily identifiable as the property of ADM;
 - 11.3.2. (b) the Buyer shall keep the Goods in satisfactory condition and fully insured against all risks for their full price;
 - 11.3.3. (c) the Buyer may resell the Goods in the ordinary course of its business, but shall hold the proceeds of any such sale on trust for ADM until payment has been made in full;
 - 11.3.4. (d) the Buyer shall not pledge, charge or otherwise encumber the Goods or any interest in them.
- 11.4. ADM shall be entitled, at any time prior to title passing, to require the Buyer to deliver up the Goods to ADM and, if the Buyer fails to do so promptly, to enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

12. Inspection and Claims

- 12.1. The Buyer shall inspect the Goods immediately upon delivery or collection and shall satisfy itself that the Goods conform with the Contract.



- 12.2. The Buyer shall notify ADM in writing of any alleged defect, shortage or non-conformity within 48 hours of delivery or collection, providing full details of the claim together with all supporting evidence reasonably required by ADM.
- 12.3. If the Buyer fails to give such notice within the time specified, or if the Goods are used, processed, resold or otherwise dealt with after delivery, the Goods shall be deemed to have been accepted by the Buyer and to conform with the Contract.
- 12.4. The Buyer shall not be entitled to make any claim in respect of defects or non-conformity unless ADM is given a reasonable opportunity to inspect the Goods and investigate the claim.
- 12.5. Where a valid claim is accepted by ADM, ADM's sole liability shall be, at its option, to:
 - 12.5.1. (a) replace the Goods; or
 - 12.5.2. (b) refund the price of the Goods (or the relevant part thereof).
- 12.6. No claim shall be made once the Goods have been incorporated into any process or used in any production or feeding system.
- 12.7. ADM shall have no further liability to the Buyer, save as provided in the Limitation of Liability Clause in these Terms.

13. Advice and Reliance

- 13.1. Any advice, recommendation, information or assistance provided by ADM in relation to the Goods (including without limitation in relation to formulation, application, storage or use) is given for general guidance only and does not form part of the Contract.
- 13.2. ADM shall have no liability for any such advice, recommendation or assistance, and the Buyer shall not rely upon it.
- 13.3. The Buyer acknowledges that it is solely responsible for:
 - 13.3.1. (a) the formulation, mixing or incorporation of the Goods into any system or process;
 - 13.3.2. (b) the method, timing and manner or application or use of the Goods; and
 - 13.3.3. (c) determining the suitability of the Goods for its intended purpose.
- 13.4. The Buyer shall comply strictly with all directions, instructions, warnings and recommendations provided by ADM or the manufacturer in relation to the storage, handling or use of the Goods.
- 13.5. ADM shall have no liability, to the fullest extent permitted by law, for any loss or damage arising from the Buyer's failure to comply with such directions, instructions, warnings or recommendations, or from any misuse, improper storage or incorrect application of the Goods.
- 13.6. The Buyer confirms that it has not relied upon the skill or judgment of ADM in selecting or using the Goods for any particular purpose.

14. Limitation of Liability

- 14.1. Nothing in these Terms shall limit or exclude ADM's liability for:
 - 14.1.1. (a) death or personal injury caused by negligence;
 - 14.1.2. (b) fraud or fraudulent misrepresentation; or
 - 14.1.3. (c) any other liability which cannot be limited or excluded by law.
- 14.2. Subject to the foregoing and to the fullest extent permitted by law, ADM shall not be liable to the Buyer for any:
 - 14.2.1. (a) indirect or consequential loss or damage;
 - 14.2.2. (b) loss of profit, loss of business, loss of Contract, or loss of anticipated savings;
 - 14.2.3. (c) loss of production, yield, crop failure, output or efficiency; or
 - 14.2.4. (d) any loss arising from failure of the Goods to achieve any expected performance or outcome.



- 14.3. Where a valid claim is established, ADM's liability shall be limited, at its option, to:
 - 14.3.1. (a) the replacement of the Goods; or
 - 14.3.2. (b) the refund of the price paid for the Goods (or the relevant part thereof).
- 14.4. Without prejudice to the foregoing, ADM's total aggregate liability to the Buyer arising under or in connection with any Contract shall be limited to the lower of:
 - 14.4.1. (a) the total amount invoiced by ADM for the Goods giving rise to the claim; or
 - 14.4.2. (b) a fixed maximum liability of £100,000.00
- 14.5. The Buyer shall take all reasonable steps to mitigate any loss or damage it may suffer arising out of or in connection with the Goods or any breach of the Contract.

15. Cancellation and Returns

- 15.1. The Buyer shall have no right to cancel any Contract or to return any Goods once a Contract has been formed, except as expressly permitted under these Terms or required by law.
- 15.2. Any cancellation or return of Goods shall be accepted only at the sole discretion of ADM and must be agreed in writing in advance by ADM.
- 15.3. Where ADM agrees to accept a cancellation or return, such agreement shall be subject to the following conditions:
 - 15.3.1. (a) the request is made within one month of the date of delivery;
 - 15.3.2. (b) the Goods are returned at the Buyer's risk and expense;
 - 15.3.3. (c) the Goods are unused, unopened, undamaged and in a condition suitable for immediate resale; and
 - 15.3.4. (d) a handling and restocking charge of not less than 10% of the invoiced price shall apply.
- 15.4. No Goods may be returned unless the Buyer has first provided all traceability, condition and return information reasonably required by ADM, including any returned Goods or traceability form requested by ADM. Such information may include (without limitation) the original Contract or order reference, delivery documentation, lot or batch number, quantity, reason for return, storage and handling history, packaging condition, photographs (where requested), and confirmation that the Goods have not been contaminated, mixed, substituted, damaged or otherwise compromised while outside ADM's control.
- 15.5. ADM reserves the right to refuse, quarantine, inspect, sample, test, downgrade, dispose of, or redirect any returned Goods where food safety, feed safety, legality, certification status, traceability, packaging integrity, or product condition cannot be verified to ADM's satisfaction.
- 15.6. Any acceptance of returned Goods is conditional upon inspection and approval by ADM and shall not constitute acceptance of liability.
- 15.7. All costs associated with the return, inspection, testing, quarantine, handling, reworking, disposal or redelivery of Goods shall be borne by the Buyer unless otherwise agreed in writing.
- 15.8. ADM reserves the right to refuse any request for cancellation or return, particularly in respect of Goods that are perishable, blended, treated, customised or otherwise not capable of resale.
- 15.9. Any acceptance of cancellation or return shall be without prejudice to ADM's right to recover any costs, losses or expenses incurred as a result of such cancellation or return.

16. Product Recall

- 16.1. If the Buyer becomes aware of, or is the subject to, any request, notice, court order or other directive of a governmental or regulatory authority requiring the



withdrawal or recall of any Goods from the market (a "Recall Notice"), it shall immediately notify ADM in writing and provide full details, including a copy of the Recall Notice where available.

- 16.2. Unless required by law, the Buyer shall not initiate or undertake any recall or withdrawal of the Goods without the written consent of ADM and shall comply with any instructions issued by ADM in relation to such recall or withdrawal.
- 16.3. ADM may, at its discretion, require a recall or withdrawal of the Goods from the market where:
 - 16.3.1. (a) the Goods are, or may be, unsafe;
 - 16.3.2. (b) the Goods are, may be, or may become non-compliant with applicable law, regulation or industry standards;
 - 16.3.3. (c) the Goods infringe or may infringe third party rights;
 - 16.3.4. (d) a defect in the Goods may adversely affect ADM's reputation or brand; or
 - 16.3.5. (e) ADM reasonably determines that a recall or withdrawal is necessary.
- 16.4. The Buyer Shall:
 - 16.4.1. (a) comply promptly with any Recall Notice or instruction issued by ADM;
 - 16.4.2. (b) provide all reasonable assistance requested by ADM, including maintaining and providing traceability, distribution and customer information; and
 - 16.4.3. (c) follow ADM's instructions in relation to the conduct of any recall or withdrawal.
- 16.5. To the fullest extent permitted by law, ADM shall not be liable for any costs, losses or liabilities arising from a recall or withdrawal to the extent that such recall or withdrawal is caused or contributed to by:
 - 16.5.1. (a) the Buyer's handling, storage, use or modification of the Goods;
 - 16.5.2. (b) the Buyer's failure to comply with its obligations under the Contract; or
 - 16.5.3. (c) any act of omission of the Buyer or its agents or customers.
- 16.6. The Buyer shall indemnify ADM against all costs, claims, losses and expenses arising from any recall or withdrawal to the extent caused by the matters set out in clause 16.5

17. Force Majeure (default)

- 17.1. Neither ADM nor the Buyer shall be liable for any failure to perform, or delay in performing, any of its obligations under the Contract where such failure or delay arises from events beyond its reasonable control.
- 17.2. Such events shall include (without limitation) acts of god, extreme weather conditions, crop failure, flood, drought, fire, explosion, war, civil disturbance, terrorism, strike (including dock and/or shipping strikes within the United Kingdom), lock-out, combination of workmen, break-down of machinery, power failure, epidemics or pandemics, any act or regulation of any government or regulatory authority, and any other event comprehended in the term "force majeure".
- 17.3. The party affected by a Force Majeure event shall notify the other party in writing within 7 days of becoming aware of the event.
- 17.4. The affected party shall use reasonable endeavours to mitigate the effects of the Force Majeure event where commercially practicable.
- 17.5. Where a Force Majeure event continues for a period of more than 30 consecutive days from the agreed delivery or performance date, ADM may, at its sole discretion:
 - 17.5.1. (a) extend the period of performance for a further period of up to 30 days; or
 - 17.5.2. (b) cancel the Contract or an unfulfilled part thereof by giving written notice to the Buyer.
- 17.6. If, following any extension granted by ADM, the Force Majeure event continues, either party may cancel the Contract or any unfulfilled part thereof by giving written notice.



- 17.7. No party shall be entitled to claim any compensation from the other for any loss, damage or expense arising from such suspension, delay or cancellation due to a Force Majeure event.
- 17.8. The provision of this clause shall apply unless and to the extent that alternative force majeure or prevention provisions are expressly applied under Part 2 of these Terms.

18. Insolvency

- 18.1. If the Buyer becomes subject to any insolvency event, ADM shall be entitled, without prejudice to any other rights or remedies, to exercise any or all of the following rights immediately:
 - 18.1.1. (a) all sums owed by the Buyer to ADM shall become immediately due and payable, whether or not otherwise due for payment;
 - 18.1.2. (b) suspend or cancel any further deliveries of Goods or performance of Services under any Contract or any other contact between ADM and the Buyer;
 - 18.1.3. (c) terminate the Contract or any part thereof with immediate effect by giving written notice to the Buyer; and
 - 18.1.4. (d) require the Buyer to return or deliver up any Goods in which title has not yet passed to the Buyer.
- 18.2. For the purposes of this clause, an insolvency event includes (without limitation) where the Buyer:
 - 18.2.1. (a) is unable to pay its debts as they fall due;
 - 18.2.2. (b) suspends or threatens to suspend payment of its debts;
 - 18.2.3. (c) enters into or proposes composition or arrangement with its creditors;
 - 18.2.4. (d) has a receiver, administrator, administrative receiver or similar officer appointed over all or any part of its assets;
 - 18.2.5. (e) enters administration or liquidation (whether voluntary or compulsory), other than for the purposes of a solvent reconstruction or amalgamation;
 - 18.2.6. (f) ceases, or threatens to cease, to carry on business; or
 - 18.2.7. (g) is subject to any analogous event in any relevant jurisdiction.
- 18.3. ADM shall not be liable to the Buyer for any loss, damage or expense arising from the exercise of its rights under this clause, including any suspension or termination of the Contract.

19. Termination and Survival

- 19.1. Termination or expiry of the Contract shall not affect any rights or remedies of either party which have accrued prior to such termination or expiry.
- 19.2. Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect, including (without limitation) provisions relating to payment, limitation of liability, indemnities, confidentiality, data protection and dispute resolution.

20. Dispute Resolution

- 20.1. These Terms and any Contract shall be governed by and construed in accordance with the law of England and Wales
- 20.2. Subject to Clause 12 (Inspection and Claims), any claim arising out of or in connection with the sale of Goods or the supply of Services must be notified in writing to ADM within 30 days of the Buyer becoming aware (or when it ought reasonably to have become aware) of the relevant issue. For the avoidance of doubt, Clause 12 shall apply to claims relating to defects apparent on delivery, and this clause shall apply to all other claims unless otherwise provided under Part 2.



- 20.3. Subject to the provisions of Part 2, any dispute, controversy or claim arising out of or in connection with the Contract, including any questions regarding its existence, validity or termination, shall be referred to arbitration in accordance with the Arbitration Rules of the Agricultural Industries Confederation (AIC), which rules are deemed to be incorporated by reference into this clause.
- 20.4. The seat of the arbitration shall be England, and the language of the arbitration shall be English.
- 20.5. No claim shall be admissible unless arbitration proceedings are commenced within 90 days from the last day of the applicable Contract or delivery period, failing which such claim shall be deemed waived and time-barred.
- 20.6. In respect of any quality claims, ADM reserves the right to appoint an independent surveyor to inspect the Goods and take samples. Such samples shall be analysed by an officially recognised analyst, and the results of such analysis shall form the basis for determination of the claim.
- 20.7. Where an Industry Contract is incorporated under Part 2, the dispute resolution and arbitration provisions of that Industry Contract shall apply in place of this clause.

21. Entire Agreement

- 21.1. This agreement constitutes the entire agreement between ADM and the Buyer and supersedes and extinguishes all previous and contemporaneous agreements, understandings, promises, assurances, negotiations and discussions between the parties, whether written or oral, relating to its subject matter.
- 21.2. Each party acknowledges that it has not relied 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.
- 21.3. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

22. Severance

- 22.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall, to the extent required, 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.
- 22.2. 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 agreement.
- 22.3. The parties shall use reasonable endeavours to agree a replacement provision which, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Confidentiality

- 23.1. Each party undertakes that it shall not, at any time during the Contract and for a period of two (2) years after its termination or expiry, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause.
- 23.2. Each party may disclose the other party's confidential information:
 - 23.2.1. (a) to its employees, officers, representatives, contractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract, provided that such persons are subject to obligations of confidentiality; and



- 23.2.2. (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 23.2.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

24. Workplace Harassment Prevention (including third parties)

- 24.1. ADM is committed to providing a work environment in which all individuals are treated with dignity and respect. Harassment of any kind will not be tolerated.
- 24.2. For the purpose of these Terms and Conditions, "harassment" includes any unwanted conduct – whether verbal, non-verbal, or physical – that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment. This includes, but is not limited to, conduct related to sex, gender, race, nationality, religion, disability, age, sexual orientation, or any other protected characteristic under applicable law.
- 24.3. This policy applies to all employees, contractors, consultants, agency workers, interns, and any other individuals engaged by ADM ("Personnel"). It also extends to interactions with third parties, including but not limited to clients, customers, suppliers, vendors, visitors, and service providers ("Third Parties").
- 24.4. Personnel are expected to:
 - 24.4.1. Treat colleagues and Third Parties with professionalism and respect at all times;
 - 24.4.2. Refrain from engaging in any form of harassment;
 - 24.4.3. Report any incidents of harassment they experience or witness, whether involving Personnel or Third Parties.
- 24.5. Harassment by Third Parties toward Personnel, or by Personnel toward Third Parties, is strictly prohibited. Any such conduct may result in appropriate action, including termination of Contracts, removal from assignments, or restriction of access to Company premises or Services.
- 24.6. If harassment by a Third Party is reported, the Company will take reasonable and appropriate steps to address the situation. This may include warning the Third Party, suspending or terminating the business relationship, or implementing measures to protect affected Personnel.
- 24.7. All complaints will be taken seriously and handled promptly, fairly, and, where possible, confidentially. Retaliation against any individual who reports harassment or participates in an investigation is strictly prohibited and will itself be treated as a disciplinary matter.
- 24.8. By engaging with the Company, all Personnel and Third Parties agree to comply with this policy.

25. Data Protection

- 25.1. Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any applicable implementing or supplementary legislation ("Data Protection Laws"). This clause is in addition to, and does not relieve; remove or replace, a party's obligations or rights under the Data Protection Laws.
- 25.2. To the extent the Buyer processes any personal data provided by or on behalf of ADM in connection with the Contract ("ADM Personal Data"), the Buyer shall:
 - 25.2.1. (a) Comply with all applicable data privacy laws;
 - 25.2.2. (b) Process ADM Personal Data Only for the purpose of performing its obligations under the Contract or as required by applicable law;



- 25.2.3. (c) Implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;
- 25.2.4. (d) Ensure that its employees, agents and any appointed third parties who process ADM Personal Data are subject to appropriate obligations or confidentiality and data protection.
- 25.3. The Buyer shall ensure that any personal data supplied to ADM has been obtained and disclosed in accordance with Data Protection Laws, including the provision of any required notices and, where applicable, the obtaining of necessary consents.
- 25.4. ADM shall not be liable, to the fullest extent permitted by law, for any breach of Data Protection Laws arising from the Buyers failure to comply with its obligations under this clause.

26. Modern Slavery Act 2015

- 26.1. The Modern Slavery Act 2015 came into force in October 2015, the act encompasses human trafficking, slavery, servitude and forced or compulsory labour.
- 26.2. ADM is committed to the rights and well-being of the people who work for us and our suppliers. As such, we're 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.
- 26.3. 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.
- 26.4. 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.

27. ETI Base Code

- 27.1. ADM conforms to the Ethical Trading Initiative (ETI) Base Code. Full details of the ETI Code can be found ADM's website <https://adm-agri.co.uk>

28. Anticorruption Clause

- 28.1. Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., U.K., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the Goods relating to antibribery and anti-money laundering ("Applicable Legislation"). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly,
 - 28.1.1. a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
 - 28.1.1.1. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;



- 28.1.1.2.** an officer or employee of a public international organisation;
- 28.1.1.3.** any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation;
- 28.1.1.4.** any political party or official thereof, or any candidate for political office;
- 28.1.1.5.** any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities;
- 28.1.2.** or b. engage in other acts or transactions: in each case if this is in violation of or inconsistent with the Applicable Legislation, including without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions

29. Sanctions Suspension

- 29.1.** If at any time either party reasonably believes that the performance of any obligation under the Contract may result in a breach of applicable Sanctions, that party shall be entitled, without liability, to suspend performance of the affected obligation to the extent necessary to ensure compliance with such Sanctions.
- 29.2.** The affected party shall promptly notify the other party of the suspension and the reasons for it.
- 29.3.** During any period of suspension, the affected party shall use reasonable endeavours to resolve the issue where lawful and commercially practicable.
- 29.4.** If the suspension continues for a period of more than 30 days, either party may terminate the affected part of the Contract by written notice without liability, save for any rights and obligations accrued prior to termination.

30. Sanctions and Anti-Boycott Clause

- 30.1.** Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., U.K., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the Goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.
- 30.2.** ADM agrees and undertakes to the Buyer that the Goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If the Buyer requires, ADM shall provide the Buyer with appropriate documentation for the purposes of verifying the origin of the Goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.
- 30.3.** The Buyer agrees and undertakes to ADM that the Goods will not be:



- 30.3.1. (i) resold to;
- 30.3.2. (ii) disposed of by; or
- 30.3.3. (iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to, any country, person or entity, or for the purpose of any commercial activity, which would cause ADM or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If ADM requires, the Buyer shall provide ADM with appropriate documentation for the purposes of verifying the final destination of the Goods. ADM has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause ADM or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.
- 30.3.4. The Buyer further represents and warrants that it will not make payment for the Goods through or via such country, bank, or other entity or body or facility, as would cause ADM or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the Goods be impeded, blocked, delayed, or prevented, for longer than three Business Days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of ADM's violation of the Sanctions.
- 30.3.5. The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S. Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

31. COVID-19 or Contagious Diseases Clause

- 31.1. Notwithstanding the COVID-19 outbreak, both parties shall exercise due diligence in relation to the performance of their respective obligations and the Contract generally. The outbreak shall constitute a potential event for the purposes of any term of this Contract dealing with impediments and/or delays to performance outside the control of either party including the Force Majeure and Prohibition Clauses of FOSFA [53 etc.], whether the impact of the outbreak is foreseeable or not. With respect to Contracts concluded on CIF, C+F, CFFO, C&FFO, and FOB, the relevant COVID 19 and/or Infectious or Contagious Diseases Clause of the charter party shall prevail.

Part 2 – Product Specific Terms

This Part 2 sets out additional terms and conditions which apply to specific Product Groups as identified below.

Where stated, the relevant Industry Contract shall be incorporated into the Contract by reference. Such Industry Contract shall apply subject to and in accordance with the order of priority set out in Part 1 of these Terms.

In the event of any inconsistency, the provision of this Part 2 shall prevail over Part 1 and any incorporated Industry Contract.



1. Feeding Stuffs

- 1.1. Where Goods fall within the Feeding Stuffs Product Group, the Contract shall incorporate GAFTA Contract No.109 (or any amendment or replacement thereof) ("GAFTA 109"), except to the extent varied or supplemented by these terms.
- 1.2. The arbitration provision of GAFTA 109 shall apply.
- 1.3. The Prevention of Delivery clause GAFTA 109 shall apply.
- 1.4. The Buyer shall provide delivery instructions not later than 2 Business Days prior to the commencement of the delivery period in the case of delivered Contract.
- 1.5. The Contract price shall be based on the mean weight of the Goods delivered and the Contract shall be settled and invoice or credited accordingly.

2. Grains

- 2.1. Where Goods fall within the Grains Product Group, the Contract shall incorporate AIC Contract No. 2/21 (or any amendment or replacement thereof) ("AIC 2/21"), except to the extent varied or supplemented by these Terms.
- 2.2. The provisions of the AIC 2/21 shall apply only to the extent that they are not inconsistent with Part 1 of these Terms.

3. Oilseeds

- 3.1. Where Goods fall within the Oilseeds Product Group, the Contract shall incorporate FOSFA Contract No. 26A (or any amendment or replacement thereof) ("FOSFA 26A"), except to the extent varied or supplemented by these Terms.
- 3.2. The arbitration provisions of FOSFA 26A shall apply.

4. Seeds for Sowing

- 4.1. Where Goods fall within the Seeds for Sowing Product Group, the Contract shall incorporate AIC Contract No. 16/21 (or any amendment or replacement thereof) ("AIC 16/21"), except to the extent varied or supplemented by these Terms.

4.2. Royalty and Intellectual Property:

- 4.2.1. The Buyer shall comply with all applicable plant breeders' rights, intellectual property rights and royalty schemes in respect of the Seed.

4.2.2. Breeders' Intellectual Property Office (BIPO) Varieties:

- 4.2.2.1. Where varieties are protected by the Breeders' Intellectual Property Office (BIPO), the Buyer must be registered with BIPO and hold a valid Royalty Area Collection (RAC) number prior to delivery, and shall maintain such registration throughout the duration of the Contract.

- 4.2.2.2. Under the RAC Royalty Rate Schedule:

- 4.2.2.2.1. (a) the Buyer shall be responsible for the payment of all royalties in respect of varieties listed in Section A and shall ensure that such royalties are paid directly to the relevant authority; and

- 4.2.2.2.2. (b) where royalties in respect of varieties listed in Section B are included in the price of the Seed (unless otherwise expressly agreed), such royalties shall be collected by ADM and accounted for to the relevant authority.

4.2.3. British Society of Plant Breeders (BSPB) Trait Protection Scheme Varieties:

- 4.2.3.1. Where varieties are protected under the British Society of Plant Breeders (BSPB) Trait Protection Scheme, the Buyer acknowledges and agrees that BSPB may collect any applicable royalties and/or Farm Saved Seed remuneration in respect of the Goods supplied under the Contract.



- 4.2.3.2. For the purposes of the clause only, the Buyer shall permit BSPB to audit, monitor, verify and enforce the Buyer's compliance with its obligations relating to the payment of such royalties and/or remuneration, including in relation to the use of the Goods and any Farm Saved Seed derived from them.
- 4.2.3.3. The Buyer acknowledges and agrees that ADM may disclose to BSPB details of the Buyer and any sales of varieties subject to the Trait Protection Scheme, including quantities supplied and relevant transaction information, for the purposes of enabling BSPB to monitor, administer and enforce the payment of royalties and/or Farm Saved Seed remuneration.
- 4.2.3.4. BSPB's rights under this clause are limited to the enforcement of the obligations referred to above and shall not confer any wider rights under the Contract.

4.3. Availability and Supply:

- 4.3.1. The supply of seed is subject to safe harvest, certification and availability. In the event of shortage or failure of production, ADM reserves the right, at its sole discretion, to apportion available supplies among its customers.
- 4.3.2. Where ADM is unable to supply the Goods due to shortage, crop failure or failure of third-party production, ADM shall not be required to source alternative supply and may cancel the underperformed portion of the Contract without liability.
- 4.3.3. All imported seed is supplied subject to safe arrival and correct delivery.

4.4. Seed Treatment - Recleaned Seed:

- 4.4.1. Where Seed is supplied as recleaned, it shall not be intentionally dressed with any seed treatment.
- 4.4.2. The Buyer acknowledges that such Seed may be processed using equipment that has previously handled treated seed and, accordingly incidental trace exposure cannot be fully excluded.
- 4.4.3. Where recleaned Seed is supplied at the request of the Buyer, The Buyer accepts that such seed may not have undergone disease testing unless otherwise expressly agreed in writing.
- 4.4.4. Where recleaned Seed is required to meet organic production standards, this requirement must be notified to ADM in writing prior to order placement and expressly agreed. The Buyer shall be solely responsible for ensuring that any Goods supplied meet its organic or certification requirements.

4.5. Loose Smut and Bunt:

- 4.5.1. Although ADM takes reasonable care in the selection and testing of Seed, no warranty is given that Seed supplied shall be free from loose smut, bunt or any similar disease.
- 4.5.2. To the fullest extent permitted by law, ADM shall not be liable for any loss or damage (including, without limitation, loss of crop, yield or quality) arising from the presence of loose smut, bunt or any similar disease in the Seed.
- 4.5.3. The presence of such diseases shall not constitute a breach of Contract or non-conformity of the Goods.

5. Fertiliser

- 5.1. Where Goods fall within the Fertiliser Product Group the Contract shall incorporate AIC Contract No. 8/21 (or any amendment or replacement thereof) ("AIC 8/21"), except to the extent varied or supplemented by these Terms.



A handwritten signature in black ink, appearing to read "Jonathan Lane", with a horizontal line extending from the end.

Jonathan Lane
Managing Director

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