

STANDARD TERMS AND CONDITIONS OF SALE
(the "Conditions")

1. **Definitions**

In these Conditions:
"Seller" shall mean R&H Hall uc;
"Contract" refers to any contract between the Seller and the Customer for the sale and purchase of the Goods, incorporating these Conditions;
"Customer" shall mean the person(s), firm or company who purchases the Goods from the Seller;
"GAFTA" shall mean the Grain and Feed Trade Association;
"GAFTA 109" shall mean the terms and conditions contained in GAFTA Contract No. 109; and
"Goods" shall mean the products supplied by the Seller.
2. **Application of Conditions**

2.1 Nothing in these Conditions shall affect the statutory rights of the Customer when dealing as a consumer.
2.2 Any Contract will be subject to these Conditions and the GAFTA Contract stated on the front of the Contract or, if no GAFTA Contract is stated, GAFTA 109 to the exclusion of all other terms and conditions (including any terms conditions which the Customer purports to apply under any purchase order or other document). In the event of conflict between these terms and GAFTA 109 then these terms shall prevail.
2.3 These Conditions apply to all the Seller's sales and any variation to these Conditions and any representation about the Goods shall have no effect unless expressly agreed in writing by the Seller.
2.4 For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any term of these Conditions.
3. **Orders and Cancellations**

3.1 Each order for Goods by the Customer shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.
3.2 Where written acknowledgement of contract has been issued by the Seller the Contract shall not be amended or cancelled by the Customer except with the prior written consent of the Seller. Where such consent has not been given the Customer shall be responsible for the cost of amendments and in the case of cancellation for all costs, damages and expenses incurred by the Seller.
4. **Quotations**

All quotations are subject to withdrawal in whole or in part without notice. Any quotation made by the Seller shall be construed as an invitation to treat and no binding contract shall exist between the Seller and the Customer until an offer to purchase has been made by or on behalf of the Customer and has been accepted by the Seller or its duly authorised representative.
5. **Prices**

Except when expressly stated otherwise, the price quoted in this Contract for the Goods is based on the rate of duty, tax or impost, if any, applicable at the date of the Contract and any increase in such duty, tax or impost levied on the Goods at any time up to delivery by reason of changes in Domestic/EU/Customs/Revenue Regulations shall be for the account of the Customer in addition to the price quoted.
6. **Storage**

6.1 Where Goods are stored by the Seller for and on behalf of the Customer, Seller shall be entitled to store goods belonging to more than one owner of goods together in bulk without separation and a Customer's goods will not normally be separated unless Seller is expressly instructed in writing to do so by Customer or its agent and charges have been agreed in writing. Seller has the right to treat a Customer's goods which have not been so separated as an unidentifiable part of the total of such goods in the Seller's premises and to make deliveries to the Customer from any part of the total of such goods. Where goods have not been so separated and Seller is unable to identify them with a specific owner or owners, Seller has the right to treat the owners of the total of such goods in the Seller's premises as the pro rata owners of such goods. The Storage Clause in GAFTA 109, or the applicable GAFTA contract, shall not apply.
6.2 Storage costs, where applicable, will be charged to Customer's account on a weekly basis from the time at which risk passes to Customer unless otherwise agreed in writing.
6.3 Seller may, at its absolute discretion, require the removal of goods from its premises by the Customer by notice (verbal or written) given to the Customer. Where such goods are not removed within the period specified in the notice, the Customer hereby appoints Seller as its agent to treat, dispose of or relocate the goods to an alternative location selected by Seller at the risk and expense of Customer in such a manner as Seller in its absolute discretion considers desirable. Where in the opinion of Seller such treatment, disposal or removal is an urgent necessity, Seller may undertake such treatment, disposal or removal at the risk and expense of Owner without prior notice to Owner.
6.4 The risk of loss or damage to or deterioration of goods stored by Seller from whatever cause arising shall be borne by the Customer and the Customer is responsible for insuring the same.
6.5 The Seller may engage a storekeeper to store the Goods on the Seller's behalf. Save where such terms and conditions conflict with the Contract, any such storage shall be carried out in accordance with the storekeeper's terms and conditions, which can be made available on request.
7. **Weights**

Weights of Goods ex-store or ex-ship will be final and binding on the parties unless otherwise agreed in writing by the parties.
8. **Payments**

8.1 Where no credit account has been approved for a Customer by the Seller, goods must be paid for by the Customer on or prior to delivery (unless otherwise agreed in writing by the Seller).
8.2 Where a credit account has been approved by the Seller, the price of the Goods shall be due and payable within 7 days of the date of the invoice. Any variation of these terms will only be accepted where agreed by the Seller in writing.
8.3 Time for payment shall be of the essence.
8.4 No payment shall be deemed to have been received until the Seller has received cleared funds.
8.5 The Seller reserves the right to withdraw credit at any time.
8.6 All payments payable to the Seller under the Contract shall become due immediately upon termination of the Contract despite any other provisions.
8.7 The Seller shall be entitled to charge interest at the rate of 10% per annum or at 2% per annum over the applicable central bank base rate for the relevant currency, whichever is the higher, on all overdue payments.
8.8 In the event that:(i) any money is owing by Customer to Seller and (ii) Seller or its holding company or any of its subsidiaries or any subsidiary of its holding company or other body corporate with which such companies are associated in business ("Group Company") owes money to Customer (the "Indebtedness"), Customer hereby expressly and irrevocably authorises Seller and any other Group Company to set off or reduce or contribute to or discharge the Indebtedness by the amount of money owing by Customer to Seller or such portion as Seller and/or such Group Company shall so decide in its absolute discretion.
9. **Delivery**

9.1 Delivery will take place at the location specified in the Contract or other location agreed between the parties in writing.
9.2 Each part delivery or instalment of the Goods shall be deemed to be sold under a separate contract and no default by Seller in respect of any part delivery or instalment shall entitle Customer to treat the contract as repudiated in regard to any balance or instalment remaining deliverable.
9.3 Seller reserves the right to sub-contract any of its rights and obligations under this Sales Contract/Invoice in fulfilment of any Customer's order or any part thereof.
10. **Notification of damage and loss**

10.1 All Goods should be examined by the Customer upon delivery.
10.2 Whether or not such an examination is made, any claim by the Customer in respect of defects whether of quantity, quality, description, fitness for purpose, condition, merchantability or otherwise which would be apparent on reasonable examination must be made in writing within three days of delivery or prior to any processing and/or mixture with other materials (whichever is the earlier) and if not so made the Goods shall be deemed to have been collected in accordance with the Contract and the Seller shall have no responsibility whatsoever in respect of such defects.
11. **Salmonella**

The Salmonella clause of GAFTA 109 shall apply with any cost of decontamination being the sole responsibility of the Customer unless stated otherwise on the Contract. The Customer has no right of cancellation or rejection notwithstanding that the goods are contaminated with Salmonella.
12. **Property and Risk**

12.1 All risks whether insurable or otherwise relating to the Goods and the responsibility for insuring the same shall pass to Customer on the date of invoice or where an instruction and/or a delivery order has been made by Seller to the holder of the Goods or immediately the Goods leave Seller's premises or other store or plant, whichever is the earlier, whether or not the cost of storage and/or transport from such premises or store or plant to Customer is payable by Customer.
12.2 Ownership of the Goods shall not pass to the Customer until the Seller has received in full all sums due to it in respect of:
12.2.1 the Goods; and
12.2.2 all other sums which are or which become due to the Seller from the Customer on any account.
- 12.3 Until ownership has passed to the Customer, the Customer must:
12.3.1 not encumber or in any way charge any of the Goods;
12.3.2 hold the Goods on a fiduciary basis as the Seller's bailee;
12.3.3 hold the Goods (at no cost to the Seller) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;
12.3.4 maintain the Goods in satisfactory condition and insured on the Seller's behalf for their full price against all risks; and
12.3.5 hold the proceeds of the insurance referred to in clause 12.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 12.4 Until such time as the ownership in the Goods passes to the Customer (and provided that the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Customer to deliver up the Goods to the Seller and, if the Customer fails to do so, forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods and, where such actions have arisen as a result of non-payment in accordance with the terms set out in these provisions, the Seller shall also be entitled to recover from the Customer the full costs of repossessing the Goods, including all legal and other expenses.
- 12.5 The Customer hereby grants the Seller, its agents and employees an irrevocable licence to enter any premises where the Goods are stored in order to repossess them in accordance with this clause and to inspect them at any time.
- 12.6 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
12.6.1 any sale shall be effected in the ordinary course of the Customer's business at full market value;
12.6.2 any such sale shall be a sale of the Seller's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale; and
12.6.3 following any such sale the Customer must ensure that the proceeds of such sale are held on trust by the Customer for the Seller and are kept separate from all other monies of the Customer and/or remain readily identifiable.
- 12.7 If the Goods are admixed with goods the property of any other person other than the Customer, the product thereof shall be deemed to be owned pro rata with that person.
- 12.8 The Customer is licensed by the Seller to process the said goods but in doing so confirms a bailment for process relationship with the Seller. The new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of the Seller as bailor.
- 12.9 If any of the Goods supplied are incorporated in or used as material for other goods before payment, the property in that proportion of the goods provided by the Seller shall be and remain with the Seller until such payment has been made. Any sale of such goods shall take place upon commission agency terms. The Seller as principal shall remunerate the Customer as Commission Agent a commission depending on the surplus which the Commission agent can obtain over and above the price which will satisfy the Principal.
13. **Warranties and Exclusions**

13.1 The Seller warrants that, subject to clause 10.2, the Goods collected by the Customer are in accordance with their Contract description and are reasonably fit for the purpose for which the Goods are bought.
13.2 All other conditions, guarantees, representations and warranties, other than those implied under Statute, whether express or implied by statute, custom of trade or otherwise as to quantity, quality, description, fitness for purpose (save as aforesaid), performance, merchantability or otherwise are excluded.
13.3 Goods are not intended and are not to be sold by Customer as being suitable for straight feeding stuffs, but are only suitable as raw materials for further processing and mixture with other materials. No warranty is given or implied as to the percentage of these Goods to be used in any such operation which is at Customer's sole risk.
13.4 Seller reserves the right to tender goods of equivalent quality without prior notice
14. **Limitation of liability**

14.1 No liability (except in respect of negligence on the part of the Seller, resulting in death or personal injury) is accepted for damage or loss of any kind whether caused by negligence or otherwise.
14.2 The Seller shall not be liable under any circumstances for any consequential or indirect loss or damage caused or arising by reason of non-delivery due to circumstances beyond its control or late delivery or fault, failure or defect in any Goods supplied or by reason of the same not being of the quantity, quality or fitness for the purpose for which they were ordered or in any other manner arising.
14.3 Without prejudice to the Seller's other rights hereunder, the Seller's total liability for any one claim or for the total of all claims arising from any one act or default of the Seller, whether arising from the Seller's negligence or otherwise, shall not in any event exceed the net invoiced value of the Goods in question.
14.4 Nothing contained in this clause shall operate to exclude or restrict the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.
14.5 The Customer will ensure that any haulier used for the completion of the Contract will be made aware of the Seller's site rules prior to accessing the Seller's premises and will provide the haulier with a copy of the site rules upon engagement. For more information, and for a copy of the Seller's site rules, please see here: <https://www.rhall.ie/site-rules/>.
14.6 The Customer is aware that the Seller is entitled to deny a haulier access to its premises should that haulier be in breach of any of the site rules.
14.7 The Seller shall not be liable under any circumstances for any consequential or indirect loss or damage caused or arising by reason of non-delivery due to a haulier being denied access to the Seller's premises as a result of a breach of its site rules.
15. **Indemnity**

The Customer shall indemnify the Seller from and against all liability, loss, damage, injury, costs, expenses, claims and demands arising from any cause other than negligence or breach of Contract by the Seller in performance of the Contract.
16. **Suspension of Performance**

16.1 Without prejudice to any other of the Seller's rights in respect of the Contract:
16.1.1 if the Customer is overdue with any payment, or
16.1.2 if the Customer shall wrongfully have failed to take delivery of the Goods, or
16.1.3 if the Customer exceeds its credit limit (if any) with the Seller, or
16.1.4 if the Customer makes default in or permits any breach of its other obligations to the Seller under these Conditions, the Seller shall immediately be entitled either to suspend further performance of the Contract for such time, not exceeding six months, or terminate the Contract as the Seller thinks fit.
16.2 In addition, the Seller shall be entitled to suspend performance or, whether or not notice of suspension shall have been given, to treat the Contract as wrongfully repudiated by the Customer and forthwith terminate the Contract:
16.2.1 if the Customer is or becomes insolvent or is deemed to be unable to pay its debts, or
16.2.2 if the Customer ceases or threatens to cease to trade or any act or proceedings in which the Customer's solvency is invoked or
16.2.3 if the Customer (being an individual, partnership or firm) has entered into any composition or arrangement with creditors has a bankruptcy order made against it or has been made subject to an application for an interim moratorium against such an order;
16.2.4 if the Customer (being a partnership or a company) summons a meeting of its creditors, makes a proposal for a voluntary arrangement, has a receiver, manager, administrator or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for winding-up, is subject to a petition presented to any Court or an application for its administration or a notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating chargeholder;
16.2.5 if the Customer compounds with or negotiates for any compensation with its creditors or permits any judgment against it to remain unsatisfied for seven days; or
16.2.6 if any distress, execution, or other legal process shall be levied against the Customer.

- 16.3 The Seller shall notify the Customer of the exercise of its option to suspend performance of or terminate the Contract within a reasonable time of its becoming aware of the event or events giving rise to the Seller's rights under this clause.
17. **Force Majeure**
Seller shall not be in breach of this Sales Contract /Invoice nor liable for any delay, loss, damage, injury, loss of profit or expense whatsoever in connection with any delay or prevention in performing any obligation under this Sales Contract/Invoice arising or resulting (directly or indirectly) from Acts of God, Government orders, strikes, lockouts or other industrial action by employees or employers, inability to secure labour, materials or supplies at commercially justifiable rates, accidents, vehicle or plant breakdowns, war, civil commotion or any other circumstances whether of the foregoing class or not, beyond the control of Seller ("**Force Majeure Event**") and this Sales Contract/Invoice is subject to suspension, variation or cancellation by Seller as it may in its sole discretion decide due to a Force Majeure Event. Without prejudice to the generality of the foregoing Seller shall be under no obligation to source any alternative or substitute materials in fulfilment of any part of the Sales Contract/Invoice in circumstances where Seller's receipt of any related consignment has been delayed and/or prevented by matters beyond Seller's control. If a Force Majeure Event occurs, the time for performance of Seller's obligations shall be extended by a period equivalent to the period during which performance of its obligations has been delayed or failed to be performed. Notwithstanding the foregoing, if a Force Majeure Event prevails for a continuous period of more than 21 days, Seller may terminate this Sales contract/Invoice by giving written notice to Customer. Upon giving such notice, this Sales Contract/Invoice will immediately terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Sales Contract/Invoice occurring prior to such termination.
18. **Severability**
Each of the provisions of these Conditions shall be severable and distinct from the other and if any or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19. **Waiver**
Any waiver by the Seller of any breach of or default under any provision of the Contract by the Customer shall not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
20. **Notices**
20.1 Any notice or other document to be served under this Agreement must be in writing and may be delivered by hand or sent by pre-paid first-class letter, facsimile transmission or email.
20.2 Any notice or document shall be deemed served, if delivered by hand, at the time of delivery; if posted 48 hours after posting and if sent by facsimile transmission or email, at the time of transmission.
21. **Assignment**
21.1 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
21.2 The Seller may assign the Contract or any part of it to any person, firm or company.
22. **Arbitration**
23. Any dispute arising out of or in connection with this Contract shall be settled in accordance with the Arbitration Rules No. 125 of GAFTA.
24. **Data**
We will process any personal data you provide to us in accordance with our obligations under the GDPR. For more information, please see our Privacy Policy www.rhall.ie/privacy-policy/
25. **Headings**
The headings used in these Conditions are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Conditions.