

**PLEASE READ BOTH PAGES CAREFULLY**

These 'Terms of Sale' apply to any sale or transfer of any products from Seagreens Ltd to their Customers and Partners, and to any subsequent sale or transfer by any Purchaser of such products. Seagreens Products are branded products and the benefits of the brand are available to each Purchaser or transferee throughout the Chain of Custody to consumers. Seagreens Ingredients are delivered solely in accordance with Seagreens Brand Requirements which are deemed to be incorporated in these Terms and are binding on the Purchaser. These Terms supersede any previous terms and complement any other written agreements which Seagreens Ltd may have with its Customers or Partners. In the event that there is any conflict or disparity, these Terms prevail.

**1. INTERPRETATION**

1.1 In these Terms: -

“**Contract**” means the Contract for the purchase by the Purchaser and sale by the Supplier of the Products.

“**Purchaser**” means the person whose order for the Products is accepted by the Supplier.

“**Credit Purchaser**” means a Purchaser provided credit by the Supplier. The Supplier reserves the right to vary or cancel credit facilities at any time without notice.

“**Products**” means any Products listed in the Supplier’s Trade Price Lists supplied by the Supplier, in accordance with these Terms.

“**Supplier**” means Seagreens Ltd whose registered office is Warren Virgate, Plummers Plain, West Sussex RH13 6PD.

“**Terms**” means the Supplier’s standard terms and conditions of sale set out herein (as amended from time to time) including any special terms and conditions agreed in writing between the Supplier and the Purchaser.

“**Specification**” means the Supplier’s published Specifications relating to the Products.

“**Brand**” means the word Seagreens or any form of the seaweed person logo.

1.2 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

**2. BASIS OF SALE**

2.1 The Supplier shall sell and the Purchaser shall purchase the Products subject to these Terms, which shall govern the Contract to the exclusion of any other terms & conditions imposed or proposed by the Purchaser.

2.2 Advice and information shall always be given by the Supplier according to the best of its knowledge without any liability to the Supplier whatsoever.

2.3 Any error or omission in any offer or acceptance, technical or sales material, invoice or other document or information issued by the Supplier shall be subject to correction without liability on the part of the Supplier.

2.4 The Purchaser agrees that the Products shall not be sold or transferred by the Purchaser or any related third party except at the current prices as published in the Supplier’s Trade Price Lists, or their equivalent to reflect additional import costs, currency conversion, or other market specific costs, subject to Clause 5 or as otherwise agreed in writing by the Supplier.

**3. ORDERS**

3.1 The Supplier accepts orders at its sole discretion subject to the following conditions: -

3.1.1 The Products being unsold at the date of receipt of the Purchaser’s written Purchase Order.

3.1.2 Availability of Products, meaning that orders for goods still 'growing in the field' are accepted with no guarantee of supply.

3.2 If the Supplier is unable to fulfil an order, for any reason set out in Clause 3.1, and if no substitution is agreed under Clause 4, the Supplier may cancel the order and refund any monies paid by the Purchaser to the Supplier with no further liability to the Purchaser.

3.3 No order accepted by the Supplier, may be amended by the Purchaser without written agreement.

3.4 Any order placed by the Purchaser shall be deemed a firm Contract of Sale where the Supplier accepts a purchase order and issues a Confirmation of Order. This applies whether or not the Purchaser submits a written Purchase Order or signs a Confirmation of Order.

3.5 Any terms within the Purchase Order are automatically overruled as stated in Clause 2.1 of these Terms.

**4. SUBSTITUTION**

4.1 If a species of seaweed is not available, no substitution will be made unless agreed in writing.

4.2 To ensure continuity and quality of supply, the Supplier reserves the right to supply the Products from any of its harvesting locations and if necessary substitute the same species and product from a different location.

**5. PRICES**

5.1 Price position is integral to the Seagreens brand position, and subject only to Clause 2.4, the price of the Supplier’s Ingredient Products shall be as listed in the Supplier’s current Ingredient Global Trade Price List and of the Supplier’s Consumer Products as listed in the Supplier’s current Retail Trade Price List. The Retail Price of the Supplier’s Consumer Products shall at no time be sold for more than 20% above, nor 10% below the Supplier’s current Retail Trade Price List except during a bona fide promotional period not exceeding one month in any period of six months, without the Supplier’s prior written agreement.

5.2 Except as otherwise stated under the terms of any written offer made by the Supplier, all prices are given by the Supplier on an ex-works basis subject to VAT or other taxes where applicable.

**6. OWNERSHIP AND RISK**

6.1 Until paid for in full, all Products supplied by the Supplier, remain the Supplier’s property. The Purchaser undertakes to look after and insure the Products

pending payment, keep the Supplier informed of their whereabouts, and make them available for collection in good re-saleable condition in the event of non-payment.

6.2 Within the United Kingdom, risk passes to the Purchaser on collection or delivery of the Products. Export arrangements are dealt with in Clause 14 hereunder.

**7. CANCELLATIONS**

7.1 A sale to a Purchaser is deemed to have taken place by the Supplier’s acceptance of an Order in writing or email and shall not be modified or cancelled unless agreed by the Supplier in writing.

7.2 With or without a written Confirmation of Purchase by the Purchaser to the Supplier, a written Confirmation of Order by the Supplier to the Purchaser shall be binding on the Purchaser to take and/or pay for the Products in full.

**8. DELIVERY**

8.1 Delivery of the Products shall take place when the Purchaser collects the Products from the Supplier’s premises, or if the Supplier agrees some other method of delivery with the Purchaser, some other place, by the Supplier delivering the Products to that place.

8.2 Any dates quoted for collection or deliveries of Products are approximate, and the Supplier shall not be liable for the consequences of delay howsoever caused.

8.3 The Supplier endeavours to arrange Delivery of the Products within 5 working days but time of delivery shall not be of the essence. Products may be delivered by the Supplier in advance of the quoted delivery date upon giving at least 7 working days notice to the Purchaser.

8.4 If the Purchaser fails to take delivery of the Products in whole or part, or fails to give the Supplier adequate delivery instructions before or at the time stated for delivery, otherwise than by reason of any cause beyond the Purchaser’s reasonable control, or by reason of the Supplier’s fault, then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

8.4.1 Store the Products until delivery and charge the Purchaser reasonable costs for doing so; or

8.4.2 Sell the Products at the best price readily obtainable, and after deducting all reasonable storage and selling costs, account to the Purchaser for the excess over, or charge the Purchaser for any short-fall below the price under, the Contract.

8.4.3 Charge the Purchaser in full for the Products and all costs incurred if no alternative sale can be achieved.

8.5 Costs of transport and packaging arranged and agreed between the Supplier and the Purchaser will be charged and invoiced where possible with the Products.

8.6 The Supplier may split delivery of Products ordered. In such cases the Supplier may invoice and shall be paid for part delivery of the Products ordered, but shall not charge for more than a single delivery unless this was agreed in the Confirmation of Order.

8.7 If the Purchaser is of the opinion that there is a shortfall in the ordered quantity at the time of delivery, then the Supplier must be advised by the end of the next working day after delivery.

8.8 Should any quantity within a delivery be damaged, or adjudged by the Purchaser not to meet the Specification, then the Supplier must be advised by the end of the next working day, and the Products claimed to be defective held in accordance with Clause 6. Any delay, disposal or use of the Products for any reason negates any right to claim against the Supplier.

8.9 The Supplier shall not be liable for loss or damage of goods in transit, and the carrier shall be claimed upon.

8.10 If the Purchaser wishes to return any part or the whole of any delivery, unless the Products shall have been damaged in transit, or do not meet the Specification, the Purchaser shall insure and pay to return such Products to the Supplier, and such return shall be at the discretion of the Supplier in accordance with Clause 17 hereunder.

**9. FORCE MAJEURE**

Should the fulfilment of order or contract be prevented or delayed by an Act of God, or by action of any Government, blockade, revolution, prohibition of export or import, riot, war, civil commotion, strikes, lockouts, force majeure, failure of crops, breakdown of machinery, power failure, fuel shortage, loss and/or detention at sea/air or any other contingency beyond the Supplier’s control, the Supplier will not be responsible for any loss and/or damage occasioned thereby. Should the Products be rendered unfit for delivery by reason of any of the above any Contract so far as it relates to those Products shall be deemed to be cancelled.

**10. PAYMENT**

10.1 Credit Purchasers shall pay the price of the Products within 30 days of the date of the Supplier’s Invoice. Time for payment of the Invoice shall be of the essence of the Contract. All payments are due without deduction or set-off and may not be settled in instalments.

10.2 If the Purchaser fails to make payment in full on the due date, then without prejudice to any other remedy available to the Supplier, the Supplier shall be entitled to charge the Purchaser compound interest at the maximum lawful rate, and if none a rate of 5% per calendar month above the current base rate of the Supplier’s bank calculated on the outstanding balance. For this purpose part of the month will be treated as a full month.

10.3 A deposit, where requested at the discretion of the Supplier, is due and payable within 14 days of the deposit invoice and prior to delivery.

10.4 The Supplier reserves the right to require payment in full as cleared funds prior to delivery/collection, for Products and delivery.

10.5 Refunds of deposits are at the Supplier’s discretion if delivery is declined.

10.6 The Supplier reserves the right to set-off any unpaid invoice or invoices against any sums owing by the Supplier to the Purchaser.

**11. NON-PAYMENT**

11.1 The Supplier reserves the right to withhold deliveries until all payments due from the Purchaser under any Contract with the Supplier have been received, and retain a lien upon, and the right to sell or otherwise dispose of, all Products which are the subject of this Contract whether appropriated to it or not in respect of any such payments.

11.2 The Supplier reserves the right to recover in full from the Purchaser, any monies which will become due as a result of non-delivery because of non-payment.

## 12. WARRANTIES AND LIABILITIES

12.1 Subject to the conditions set out below and unless stated to the contrary, the Supplier warrants the Products have been grown, harvested, and manufactured, and comply at the time of independent testing, to the relevant Ingredient Specification which accompanies it.

12.2 The Supplier gives the above warranty subject to the following conditions:

12.2.1 The Supplier shall not have any liability whatsoever to the Purchaser under, or in any way related to the sale and purchase of the Products, for any further loss or damage of any nature whatsoever, including, without limitation, consequential loss including loss of profit or use or third party claims. The reason for this limitation of liability is that while the Supplier has taken all reasonable care to keep the Products free from any harmless impurity:

12.2.1a) As a consequence of the Products' natural provenance the Supplier cannot warrant or guarantee, and nor is it a condition of this Contract, that the Product is supplied free from any impurities harmless to human consumption or free from small mineral impurities.

12.2.1b) As a consequence of the natural and sustainable provenance of the Products the Supplier cannot guarantee that there will not be delays and cancellations due to crop failure or unavailability.

12.2.2 The price of the Products reflects the limit to the Supplier's obligations; if a Purchaser wants a supply of Products with a guarantee of these matters, the Supplier will endeavour to offer the Products at a price which allows it to do so.

12.2.3 The Supplier shall accept no liability for consequential losses for the non-supply of Products where they have not been supplied due to failure of harvest, manufacturing or inspection problems, damage during storage or delays in transport or otherwise outside the Supplier's control.

12.2.4 The Purchaser shall take every measure necessary to satisfy itself of the suitability of the Products for their end use before manufacturing, and the Supplier shall be under no liability in respect of any problem arising after delivery from willful damage, negligence or failure to follow the Supplier's instructions, whether oral or in writing, including these Terms.

12.2.5 Where an independent laboratory test has been commissioned and carried out on behalf of the Supplier prior to delivery of the Products, this result cannot be challenged by any subsequent Purchaser instructed tests. This includes but is not limited to the tests carried out and recorded to the Supplier's Ingredient Specification. The Supplier will, upon request, and at its discretion, conduct further tests to verify or compare results for the Products over time or for any reason at cost to the Purchaser.

12.2.6 The Supplier shall be under no liability under the above warranty or any other warranty, condition or guarantee:

12.2.6a) If the total price of the Products has not been paid by the due date for payment.

12.2.6b) If after delivery any inappropriate chemical or cultural treatment is applied to the Products, or if the Products are mixed or blended with, or affected by, other products, or subject to manufacturing conditions below the standards of compliance with international food safety regulations under the GFSI (Global Food Safety Initiative).

12.2.7 The Supplier accepts no liability for a Product which has passed its shelf life or expiry date.

12.2.8 In accordance with these Terms in general, no claim against the Supplier in respect of Product quality will be considered unless submitted in writing, and supported by written professional proof and evidence.

12.3 Subject as expressly provided in these Terms, and except where the Products are sold to a person dealing as a consumer, within the meaning of the Unfair Contract Terms Act 1977, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.4 Where the Products are sold in a consumer transaction, as defined by the Consumer Transactions (Restrictions on Statements) Order 1976, the statutory rights of the Purchaser are not affected.

12.5 Where a valid claim in respect of any Products, which is based on any proven defect in the quality or condition of the Products, or their failure to meet the Ingredient Specification, is notified to the Supplier in accordance with the above condition, the Supplier shall be entitled to replace all or part of the Products. The Supplier shall have no further liability to the Purchaser. The Supplier holds Product Liability Insurance. The Purchaser should hold Insurance for Consequential Loss.

12.6 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Purchaser by reason of any representation, any implied warranty, condition or other term, any duty at common law, or under the express terms of the Contract, for any consequential loss or damage. The Supplier shall not be liable for loss of profit or otherwise, costs, expenses, or other claims for consequential compensation whatsoever, and whether caused by the negligence of the Supplier or its employees or agents otherwise, which arise out of, or in connection with, the supply of the Products or their use or resale or transfer by the Purchaser to a third party, except as expressly provided in these conditions.

12.7 The warranties given in these Terms are specific to the Purchaser and are not capable of being assigned.

12.8 The Supplier will deliver with the Products and/or separately send by e-mail, a relevant Delivery Note, and notwithstanding the provisions of clauses 8.7 and 8.8, unless the Purchaser disputes the contents within 48 hours after the date recorded on it, the particulars shown therein shall be conclusive as against the Purchaser.

12.9 Any description of the Products appearing in advertising or literature produced by the Supplier is given by way of identification only and the use of a description shall not constitute a sale by description. Where information has been provided to the Supplier, the Supplier accepts no responsibility for its accuracy.

12.10 The Supplier will not consider valid any complaints relating to Products in respect of quality, diseases or any alleged disorders if such are not fully supported

with substantive evidence in writing. In any event no complaints about Products will be considered if any part of the Supplier's Terms are breached by the Purchaser.

12.11 The Supplier bears no liability whatsoever for allergenic, pesticide, or other contaminant residues found in the Products beyond their Specification.

## 13. BRAND AND PRODUCT USE

13.1 If the Purchaser identifies any of its products with the Supplier's Products or Brand then any use or non-use of the Supplier's trademarks and/or intellectual property, research, data or know-how shall be in accordance with the current terms of Seagreens' Brand Requirements which document is available on request.

13.2 If the Purchaser intends to use or blend the Products in any product of their own or a third party, they shall read the Brand Requirements prior to ordering or using the Products in manufacture.

13.3 If the Product is to be sold or transferred to a third party then the Purchaser will make that third party aware of the Brand Requirements and its terms prior to manufacture.

13.4 A copy of the Brand Requirements can be requested from the Supplier or any affiliated Intermediary Partner.

13.5 Any research on the Products undertaken by or on behalf of the Purchaser must include Seagreens International Partnership Trustees Ltd as a co-signatory to and beneficiary of the research. The Purchaser understands and agrees that such research applies, and shall always be described as applying, to a Seagreens Product exclusively.

## 14. EXPORTS AND RISK

14.1 Where the Products are supplied for export from the United Kingdom, they are sold Ex-Works which means the Supplier's premises, or as "Carriage Paid To" (CPT) a destination named by the Purchaser, and stated in the Delivery documentation. CPT means that the Supplier will arrange and pay the freight of the Products to that destination. The risk in the Products passes to the Purchaser when the Products are handed over to the carrier in the Supplier's country.

14.2 The Supplier is not obliged to obtain insurance cover for any transport whether or not paying for the cost of transport or shipment. Where the Supplier arranges transport or shipment it shall be with an insured Carrier and any claim shall be made against such Carrier.

14.3 The Purchaser is liable for the insurance cover for the transport from the passing of risk to receipt of the Product at the named place of destination.

14.4 The Purchaser shall arrange and pay for the goods to clear Customs and the Supplier shall not be held liable for any impoundment, delays, losses, consequential losses, or damage to the Products in transport, shipping or whilst held by a Customs authority.

14.5 All import documents are the responsibility of the Purchaser.

14.6 Orders placed by the Purchaser outside of the UK are liable to payment in full as cleared funds in the Supplier's bank account before delivery/collection, except where the Supplier has agreed an alternative arrangement in writing.

## 15. LAW OF GOVERNANCE

15.1 Subject to the above, the Supplier and the Purchaser hereby submit to the exclusive jurisdiction of the English Courts and the Contract and the Conditions shall be governed by and interpreted solely in accordance with English Law and in this English version.

## 16. INSOLVENCY

16.1 If either party to the Contract:

(a) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(b) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(c) financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy then: not withstanding any previous arrangement with the other party deferred payments, the full or full remaining price for any Products delivered by the innocent party shall become immediately due to him; and the innocent party shall have the right without prejudice to any other right and remedies available to him, to cancel and/or suspend or to refuse to accept any further deliveries and/or to terminate the contract at any time after becoming aware of any of circumstances providing that: - when exercising any of the above rights the innocent party informs the other party of his intention to exercise such rights in writing within 28 days after the relevant occurrence.

16.2 Whenever the innocent party exercises any of these rights, the innocent party will not be liable to pay any compensation to the other party.

## 17. RETURNS POLICY

17.1 The Supplier may at its sole discretion agree to the return of unwanted Ingredients and issue a credit note for no more than half the purchase value, less the costs of organoleptic and analytical testing, handling, transport and any repackaging which shall be solely at the discretion of the Supplier. Within these Terms, our retailing returns policy is detailed at our retail website [seagreens.shop](http://seagreens.shop).

## 18. GENERAL

18.1 Any notice required or permitted to be given by either party to the other under these Terms shall be in addressed in writing to the other party at its principal place of business which shall be notified pursuant to this provision to the party giving notice.

18.2 No waiver by the Supplier of any breach of contract or these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision of contract or Terms.

18.3 If any provision of these Terms is held by competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected thereby.

Terms of Sale v31 January 2021 – ref. Code of Conduct

**Seagreens Information Service** | +44 (0)1444 400403 | [info@seagreens.co.uk](mailto:info@seagreens.co.uk)