CMI LIMITED TRADING TERMS AND CONDITIONS OF SALE:

CMI Limited
Specialists in Products for Agriculture, Horticulture and Amenity

1. DEFINITIONS

"Supplier" means CMI Limited.
"Purchaser" means the limited company, partnership or individual purchasing the goods and/or services the subject of the Suppliers offer.

2. BATTLE OF FORMS

The acceptance of our offer is deemed to incorporate the acceptance of the underwritten Terms and Conditions except those specifically waived or varied by us in writing notwithstanding any term in any conditions of purchase purported to be to the contrary.

3. The Purchaser must give to the Supplier sufficient technical and other information to enable the Supplier to proceed with fulfilling the Contract. The Purchaser acknowledges that the sale is not a sale by description and the Supplier cannot be deemed to know the actual purpose for which the Goods are used. Where the product(s) have been manufactured to the Purchaser's specification, the Purchaser shall indemnify the Supplier and keep the Supplier indemnified against all losses, liabilities, damages, claims, fines, costs and expenses (including legal and other professional expenses) however arising, whether in contract, tort (including negligence) or otherwise, that the Supplier may incur in the event that the product(s) breach third party intellectual rights.

4. If the Contract requires the Purchaser to buy by sample, then it is the duty of the Purchaser to notify the Supplier within twenty four (24) hours of receipt of the analysis of the sample the results thereof otherwise there will be implied a condition in the Contract that the Purchaser is satisfied with the sample and the Goods pursuant thereto.

5. It is the duty of the Purchaser to state with particularity the precise formula of Goods sought to be required.

6. There are excluded from the Contract between the Parties any implied terms which might otherwise exist by virtue of trade or other dealings either generally or specifically.

7. All prices quoted by the Supplier are exclusive of VAT in the case of sales within the United Kingdom. In the event that the raw material and other costs incurred including non-exhaustively imports or other levies by the Supplier increases between the time that the order is placed and the time of delivery the Supplier reserves the right to charge the price current at the time of delivery.

8. Freight charges may vary due to unexpected changes in shipping routes, in this case the Supplier reserves the right to charge the freight price current at the time of shipment.

9. DELIVERY

(a) In the case of orders for delivery within the UK and unless stated price is inclusive of delivery.
(b) In the case of delivery of Goods outside the UK the terms of delivery are as agreed between the Supplier and the Purchaser based on Incoterms as agreed. For CFR and FOB terms, insurance of the goods is the responsibility of the purchaser.
(c) Any delivery date quoted no matter how specific is for guidance only time shall not be deemed to be the essence of the Contract unless previously agreed specifically as such by the Supplier and the Purchaser in writing. The Supplier shall not be liable for any delay in delivery of Goods.
(d) The weights entered on the supporting documentation (packing list/bill of lading) are to be considered final.
(e) If the Goods are to be delivered in instalments, then each delivery shall constitute a separate Contract. Failure by the Supplier to deliver any one or more instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
(f) All import clearance charges, local duty and taxes and any demurrage due at arrival port is to be paid by the purchaser.
(g) It is the purchaser's sole responsibility of having free sales authorisation of final product to place in the market.

10. PAYMENT

(a) Prompt Payment for the Goods shall be made to the Supplier from the Purchaser's Bank direct to CMI Limited, RBS Bank PLC within the terms as stated on the Order Acknowledgement as issued by CMI Limited.

(b) If the Purchaser fails to make payment on the due date, then the Supplier shall be entitled to:-
   (i) Charge interest on all sums on a daily basis due to the rate of up to 5% per annum above the basic rate appertaining from time to time of Royal Bank of Scotland PLC;
   (ii) Cancel or suspend any further deliveries without responsibility for breach; and
   (iii) Take action, including but not limited to, Legal Proceedings in order to recover the debt.

11. RISK AND TITLE

(a) Risk of damage to or loss of the Goods shall pass to the Purchaser when the goods are delivered to or collected by the Purchaser or its agents.

(b) Notwithstanding risk in the Goods having passed in accordance with Paragraph (a) hereof title of the Goods shall not pass to the Purchaser until payment has been received by the Supplier for the Goods and any other Goods supplied to the Purchaser.

(c) Until the title in the Goods passes to the Purchaser shall keep the goods separately from those of the Purchaser and third parties and clearly identified and mark the Same with labels as the Suppliers property and shall not incorporate or use the same in any manufacturing process or part with procession of the same until the goods are paid for.

(d) When payment of any sum due to the Supplier from the Purchaser becomes or if the Purchaser becomes solvent and goes into liquidation has a Winding-up Order made against him or appoints an Administrator of Administrative Receiver over its assets income or any party thereof into an arrangement with its Creditors either voluntary or otherwise all sums owed to the Supplier shall immediately become due and payable and the Supplier shall have the right to recover and resell the goods and may enter upon the Purchasers premises by its servants or agents for that purpose.

12. CLAIMS FOR LOSS OR DEFECT

(a) The Purchaser shall inspect the Goods immediately upon delivery and shall within three (3) days of delivery or in the event of non-delivery within (7) days or receipt of Invoice give notice in writing to the Supplier by e-mail and by postage of any shortage, breakage defect or any other matter or things by reason whereof it is alleged that the Goods are not in accordance with the Contract.

(b) The Goods in respect of which the Purchaser makes any claim hereunder shall be preserved intact as though for a period of fourteen (14) days from notification of the claim by which time the Supplier or its agent shall have to attend the Purchaser's premises and investigate the complaint and to take such samples and to make such tests or other inquiries as the Supplier thinks fit.

(c) If the Purchaser shall fail to give any notice of preserve the Goods are required pursuant to Paragraph (b) hereof then the Goods shall be deemed in all respects as if to be in accordance with the Contract fit for purpose and of merchantable quality and the Purchaser's shall have deemed to have received and accepted the Goods.

13. QUALITY TESTING

We, the Supplier, are committed to providing high quality and suitable products which are manufactured, stored and handled by using reasonable skill and care by the Supplier or the Supplier's agents, tested in accordance with the requirements of the order prior to dispatch and are of satisfactory quality and (except where manufactured to the Purchaser's specification).

Where the products are sold on a "resale" basis, we the Supplier, can only provide such warranties as we have been given by our supplier (if any).

Whilst we, the Supplier, aim to ensure our products are of the highest possible quality and suitable for use in all possible conditions, the Purchaser acknowledges and agrees that the results that the Purchaser or any customer of the Purchaser obtains in using the products is highly dependent on a wide range of environmental and other factors which are beyond the Supplier's control, including for example, the level of stress on the crop at the time the products are used. We strongly recommend that you, the Purchaser, and your customers test the results of the product on a small area of the relevant crop before widespread use of the product.

14. LIABILITIES AND WARRANTIES

The Supplier warrants that the Goods are as described in the Company's current literature (which the Company reserves the right to amend without notice to the Purchaser) or as confirmed in writing by the Company. Save as aforesaid all conditions, guarantees, warranties whether expressed or implied by statute common law or otherwise are hereby excluded to the extent that such exclusion is prevented by operation of law.

The Supplier's liability for any loss or damage including any consequential loss resulting from defective Goods or any acts on the part of the Supplier its servants or agents (excluding liability for death or personal injury which the Supplier acknowledges

cannot be excluded by process of law) be limited to the price of Goods sold. The Supplier accepts no liability for any consequential losses of the Purchasers.

15. PATENT/TRADEMARKS

The supply of Goods by the Supplier shall not confer or imply any right upon the Purchaser to use any of the Suppliers Trademarks or Patents which shall at all times remain the property of the Supplier, without prior written approval of the Supplier.

16. CONFIDENTIALITY

The Supplier and Purchaser shall both agree that during the term of an order and for 10 years thereafter (a) keep confidential all of the other party's confidential information, (b) only use the other party's confidential information for the purpose of complying with, or taking professional advice regarding, an order, and (c) protect the other party's confidential information in its possession from unauthorised use or disclosure using at least the same standard of care as it employs in protecting its own confidential information.

17. ANTI-CORRUPTION

All parties shall each comply with all applicable laws, regulations, codes and guidance relating to the prevention of bribery and corruption in accordance with the UK Bribery Act 2010. CMI Limited are committed to the highest standard of ethical conduct and integrity in its business activities and employees and others acting on behalf of CMI Limited are strictly prohibited from making, soliciting or receiving any bribes or unauthorised payments.

18. FORCE MAJEURE

In the event of the Supplier being rendered unable wholly or in part by force majeure to carry out its obligations under the Contract it is agreed that upon the Supplier giving notice and full particulars of such force majeure in writing to the Purchaser as soon as they are affected by such force majeure shall be suspended during continuance of any inability so caused but for no longer that such cause so far as possible to remedied with all feasible despatch. The term “Force Majeure” as implied herein to mean act of God, strikes, lockouts or other industrial disturbances, act of the public enemy or blockades, riots, wars and conflicts, epidemics, landslides, earthquakes, fire, storms, floods, washouts, arrests and restraint or rules and people’s civil disturbance, explosion, breakage or accidents to machinery lines or by processing plant or welds. Government regulations of either the Suppliers or the Purchasers or any other Government capable of affecting the performance of the Contract or the supply of the goods or any United Nations resolution determined of or other inability to obtain raw materials or equipment or other resources temporary failure of fuel supply and in any other cause whether the kind herein enumerated or otherwise not within the reasonable control of the Supplier all of which by the exercise of due diligence by the Supplier is unable to foresee or overcome.

19. STORAGE

If the Purchaser does not take delivery or arrange for storage the Supplier will be entitled to arrange either at the Suppliers premises or elsewhere as agent on the Purchasers behalf and all charges for storage insurance demurrage shall be payable by the Purchaser.

20. UNFAIR CONTRACT TERMS

The Supplier has drawn up these Terms and Conditions of Sale in the light of the Unfair Contract Terms Act 1977 as Amended and consider it fair and reasonable and its prices are based on Contracts made on those Conditions. In the event of the failure of Purchaser will be deemed to have accepted that the Terms and Conditions are fair and reasonable.

21. THE PROPER LAW OF THE CONTRACT

The Terms and Conditions between the Supplier and the Purchaser should be construed according to and subject to English Law and our office in Newark, Nottinghamshire, notwithstanding any other inference to the contrary.

Updated - October 2016
Updated – March 2018
Updated - June 2019
Updated – Sept. 2020
Updated – June. 2024
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