•STANDARD TERMS AND CONDITIONS OF SALE•

•1 Definitions in these Conditions•

1.1 "Seller" means Re-Genus Limited

1.2 "Buyer" means the person, firm or company who buys or agrees to buy the Goods from the Seller.

1.3 "Conditions" means the terms and conditions of sale set in this document and any special terms and conditions agreed in writing by the Seller.

1.4 "Contract" means a contract for the sale of Goods by the Seller to the Buyer.

1.5 "Delivery date" means the date within the Specified Period fixed in accordance with clause 7.3 of these conditions when the Buyer is obliged to take delivery of the Goods.

1.6 "The Specified Period" means the calendar month stipulated by the Seller during which the Buyer must arrange and be in a position to take delivery of the Goods in accordance with these Conditions.

1.7 "The Consignment Note" means the note, which the Seller gives to the Buyer and the Buyer signs on delivery of the Goods.

1.8 "Goods" means the fertilisers, growing media, seed coatings or other materials which the Buyer agrees to buy from the Seller as specified in the Consignment Note.

1.9 "Price" means the price for the Goods calculated in accordance with the Seller's published price list current at the Delivery Date and specified in the Seller's invoice exclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice.

1.10 "Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open to the public for business in London.

•2 Conditions Applicable•

2.1 These conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms or conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

•3 The Price•

3.1 The Seller may on giving notice to the Buyer before the delivery date increase the price of the goods quoted pursuant to any order made by the Buyer to reflect any increase in the cost to the Seller which is due to factors beyond the reasonable control of the Seller, provided that the Buyer may cancel the Contract by giving the Seller written notice within seven days of receipt of any notice of increase from the seller.

3.2 The Seller at it's absolute discretion may agree a discount on the price if the Buyer pays in full prior to the Delivery Date.

3.3 The Price is exclusive of any charges for transport of the Goods, which the Buyer shall be additionally liable to pay the Seller.

•4 Payment•

4.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods plus any VAT on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the buyer for the price plus VAT at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tended delivery of the Goods.

4.2 The Buyer shall pay the price plus VAT (less any discount which has been granted by the Seller, but without any other set off or deduction) on or before 30 days after the invoice is dated, and the Seller shall be entitled to recover the Price plus VAT, notwithstanding that delivery may not have taken place and that the property in the Goods has not passed to the Buyer. The time for payment of the price and VAT shall be of the essence of the contract.

4.3 Payment of the price and VAT shall be made in Pounds Sterling in cash or clear funds or otherwise by electronic money transfer to the Seller's designated bank account.

4.4 If the Buyer fails to make payment on the due date for payment under these Conditions then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

4.4.1 cancel the Contract and/or suspend any further deliveries to the Buyer; and

4.4.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the daily rate of eight percent above Bank of England base rate from time to time, until payment is made.

4.5 The Seller may cancel the Contract any time before the Goods are delivered by giving written notice to the Buyer or if the Buyer fails to take delivery of the Goods on

the Delivery Date. On giving such notice the Seller shall promptly repay to the Buyer any sums previously paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

•5 The Goods•

5.1 The quantity and description of the Goods shall be as set out in the Consignment Note.

5.2 The Seller reserves the right to make any changes in the Specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the goods are to be supplied to the Seller's Specification, which do not materially affect their quality or performance.

•6 Warranties and Liability•

6.1 The Seller warrants that the Goods will at the Delivery Date correspond with the description given by the Seller in the Consignment Note. Save as expressly provided in these conditions all other terms, conditions and warranties (whether implied or expressed by statute or common law) and whether made by the Seller or its Servants or its Agents or otherwise relating to the quality and/or fitness for purpose, state or condition of the Goods are hereby excluded to the fullest extent permitted by law.

6.2 Any recommendations or advice made by the Seller, its Servants or Agents relating to the use or storage of the Goods are made in good faith and expressly without liability on the Seller's part.

6.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of profit, revenue or savings, increased costs of working and any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the contract shall not exceed the Price of the Goods.

6.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with any description given in respect there of shall (whether delivery is refused by the Buyer) be notified to the Seller within seven days of the Delivery Date or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

6.5 The Seller accepts no liability for Goods that have been applied to the land by the Buyer or any Customer of the Buyer,

6.6 The Buyer warrants that it has reviewed and will abide by Re-Genus Safety and Proper Use instructions with regards to human and animal health and safety

•7 Delivery of the Goods•

7.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's designated premises on the Delivery Date or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place and the Buyer shall make all necessary arrangements to take delivery of the Goods on the Delivery Date. The Buyer or its Agent will sign the Consignment note on delivery and any Carrier engaged by the Buyer for the transportation of the Goods shall be deemed to be the Buyer's Agent.

7.2 Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under Section 32(2) of the Sale of Goods Act 1979.

7.3 The Buyer shall specify a date within the specified period for the delivery of the Goods under the Contract by giving not less than four days' written notice to the Seller, upon receipt of which the Seller will allocate the Buyer a booking number confirming the date for delivery of the Goods. The Buyer shall, not less than two days prior to the delivery date confirm arrangements for collection or delivery of the Goods and quote the booking number.

7.4 The Seller retains the right to refuse the Buyer taking delivery of the Goods without the Buyer having obtained a booking number as required under Clause

7.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions on the Delivery Date (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller, may:

7.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

7.5.2. sell the Goods at best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the Price under the Contract.

•8 Acceptance of the Goods•

8.1 The Goods shall be at the Buyers risk as from delivery.

8.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until:-

8.2.1 The Buyer shall have paid the price plus VAT plus any charges for transport of the Goods in full in Cash or cleared funds; and

8.2.2 no other sum whatever shall be due from the Buyer to the Seller.

8.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2 the Buyer shall hold the Goods and each of them as the Seller's fiduciary agent and bailee. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal a principal when making such sales or dealings.

8.5 The Seller shall be entitled to recover the price (plus VAT) notwithstanding that the property in any of the Goods has not passed from the Seller.

8.6 Until such time as property in the Goods passes from the Seller the Buyer shall forthwith upon demand deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon the premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 8.4 shall cease.

8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

8.8 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. With prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

•9 Force Majeure•

9.1 The Seller shall not be responsible to the Buyer for the delay or supply of the Goods through any circumstances beyond its reasonable control including, but not limited to, any act of God, action by any Government, or strike, lockout, combination of workmen, breakdown of machinery, power failure, fire, accident, shortage or unavailability of raw materials from normal sources.

9.2 The Seller shall notify the Buyer in writing of its inability to supply the Goods for the reasons as set out in Clause 9.1 of these Conditions. The Specified Period shall be extended by the length of the delay but if the delay extends beyond thirty days either party will have the right to cancel the Contract without compensation having advised the other party in writing of its intention to do so.

•10 Notice•

10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be by post or fax addressed to the other party at it's registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving notice.

10.2 A posted notice which complies with Clause 10.1 is deemed served:

10.2.1 when posted on a business day, on the second business day after the day of posting; and

10.2.2 in any other case, on the third business day after the day of posting.

10.3 A faxed notice which complies with Clause 10.1 is deemed served:

10.3.1 when it is faxed in normal office hours (being 9am to 5pm, London time) on the day of faxing; and

10.3.2 in any other case, on the day after the day it is faxed.

11 General /Data Protection

11.1 All sales are subject to such additional terms and conditions as the Seller may from time to time advise.

11.2 We may record any failure by you to comply with credit terms and may make such information available to other organisations to enable them to assess any application for credit.

11.3 I/We hereby authorise Origin Amenity Solutions Limited to obtain from or share with our referees or any other appropriate source, credit status information in order to process or extend this application for credit

•12 Illegality•

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

•13 Waiver•

13.1 No waiver by the Seller of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

•14 Proper Law of Contract•

14.1 These conditions and all Contracts are governed by, and shall be construed in accordance with, English Law and the Buyer agrees to submit to the nonexclusive jurisdiction of the English courts.