



## Terms and Conditions of Trade

Effective 01 July 2021

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These are the terms and conditions of Robin Appel Ltd and shall apply to each and every transaction undertaken by Robin Appel Ltd where Robin Appel Ltd acts as Buyer and Seller. These terms shall not be varied without express written agreement.

### Definitions

Robin Appel Ltd means any company which is a subsidiary or holding company or a subsidiary of any such holding company.

'First Producer' means the business which grows or has grown and is the end supplier of the goods.

'Wholesale' means transactions conducted between a business where that business is not a first producer.

## Domicile

Each contract is domiciled in England and Wales and English law applies. Where disputes are referred for determination by arbitration it is subject to the rules of the referred arbitral institute and the Arbitration Act 1996 including any subsequent amendment.

## General

The following terms shall apply to all purchase of cereals, pulses and oilseeds made by Robin Appel Ltd from 1 July 2023.

For the purchase of grains and pulses on wholesale provision, the terms and conditions contained within the AIC No 2/21 Grain and Pulses Contract with any subsequent amendments shall apply to every transaction undertaken by Robin Appel Ltd under the provision that it is not inconsistent with these terms. In the event of any conflict, these terms prevail over any other incorporated terms and conditions.

For the purchase of grains and pulses from first producer to first buyer, the terms and conditions contained within the AIC No 1/21 Grain and Pulses Contract with any subsequent amendments shall apply to every transaction undertaken by Robin Appel Ltd under the provision that it is not inconsistent with these terms. In the event of any conflict, these terms prevail over any other incorporated terms and conditions.

For the purchase of grains and pulses, the terms and conditions contained within the Joint FOSFA/AIC Contract 26A/21 with any subsequent amendments shall apply to every transaction undertaken by Robin Appel Ltd under the provision that it is not inconsistent with these terms. In the event of any conflict, these terms prevail over any other incorporated terms and conditions.

For the purchase of Linseed/OilSeed Rape, the terms and conditions contained within the Joint FOSFA/AIC Contract 9A/21 with any subsequent amendments shall apply to every transaction undertaken by Robin Appel Ltd under the provision that it is not inconsistent with these terms. In the event of any conflict, these terms prevail over any other incorporated terms and conditions. Clause 4 of the FOSFA/AIC 9A/21 ("Allowances, Premiums, Rejections") is specifically excluded from any contract.

## Delivery

All deliveries are made in bulk and at buyer's call during the contract delivery period. The passing of any delivery instruction and/or allowance will be as per the terms of the end buyer. Whilst Robin Appel Ltd will endeavour to provide two clear business days for the delivery of goods any breach shall not entitle the Seller to place Robin Appel Ltd in default. Goods will be sampled as per ISO24333 or comparable procedure.

Where the Seller disputes the quality results of the end receiver then the process for independent determination will be as per the end receiver of the goods. Where no such process exists, determination is per "Claims" Clause of the AIC 1/21 or AIC 2/21 Contract.

All goods supplied must be fit for purpose, satisfactory quality and are subject to the implied terms contained with the Consumers Rights Act 2015. Robin Appel Ltd reserves the right to reject any load which is out of the contract quality parameters; they may accept the load with an allowance at their absolute discretion.

All contracts concluded are guaranteed to be of the current crop year unless specifically agreed at the time of contract. Goods are warranted to be of UK origin. All goods are bought on a "nil ergot" basis.

### Assurance

Unless expressly agreed at the time of contract, all goods bought must be within the auspices of a recognised and audited farm assurance scheme. Any contract concluded is under the express provision that a trade supplier is accredited under an AIC approved and recognised assurance scheme and all deliveries must comply with the AIC Code of Practice for Road Haulage.

All deliveries must be accompanied by a completed current year Combinable Crops Grain Passport with a valid farm assurance sticker.

The supply of sustainably traceable goods for final use within the biomass sector must meet the requirements of the EU Renewable Energy Directive and certification based on audible records must be supplied upon first request of Robin Appel Ltd. The Seller guarantees that they are fully aware and comply with the requirement of the RED/Directive (EU) 2018/2001 and must be ISCC EU certified and compliant in accordance with the terms of the end receiver.

### As Available

Where goods are bought "as available", it is the express responsibility of the seller, in all circumstances, to give notice the goods are available for collection within the delivery/collection period. Where notice has not been given by the Seller to Robin Appel Ltd within 10 days of the end of the contract period, Robin Appel Ltd reserves the right to extend the original contract delivery/collection period by 15 days in order for the goods to be collected and/or delivered.

### Extension

Robin Appel Ltd has the right and the Seller accepts the right, that Robin Appel Ltd may, after giving notice 3 days prior to the termination of the contract delivery/collection period, extend the contract deliver/extension period for up to and including the 15th day of the following month in consideration of payment of an additional £0.50 per metric tonne to the contract price.

### Variety

Where the Seller agrees to supply a specific variety of a commodity against a contract, this then becomes a condition of the contract and becomes part of the description of the goods. Where a non-contracted variety is supplied and the Seller has failed to supply goods of that variety and description and those goods subsequently enter the food chain, Robin Appel Ltd reserve the right to reject those goods or claim an allowance within 90 days of the date of the delivery date.

A weighbridge charge of £9 plus V.A.T. will apply to each load.

## Malting Barley/Milling Oats

Where barley is sold for malting purposes, the barley is contracted on the basis of supply from the farmer supplier named on the purchase contract. The barley will be grown from certified seed supplied by the Robin Appel Ltd and grown on the farm stated on the purchase contract. All contracted barley will be grown from C2 certified seed grown and supplied by Robin Appel Ltd.

The barley will be made available to sample and test and, subject to the results and suitability for malting and/or brewing, the barley will be delivered to the ultimate end receiver of the goods. Robin Appel Ltd reserves the right to have the sample approved by the ultimate buyer of the goods. The barley will be delivered under the farm assurance number of the holding of the supplying counterparty named in the contract. Replacement of the purchased tonnage, for whatever reason, is not permitted without the express permission of Robin Appel Ltd.

All field records, input records and storage records will be made to Robin Appel Ltd at first request in order to satisfy traceability for the barley/oats contracted.

Where Robin Appel Ltd purchases either malting barley or milling oats as the produce of a specific area, the contract will carry an estimated tonnage calculated by a reasonable yield expectation. This quantity will be agreed between Robin Appel Ltd and the supplier and will not exceed 6.2 tonnes per hectare for any malting barley variety or milling oat variety. Any goods over this quantity will be moved at the market price on the day of movement. Contracts based on the production from a specific area are subject to a minimum yield of 4.95 tonne per hectare and Robin Appel Ltd reserves the right to default the Seller if this quantity is not made available subject to Clause 23 ("Default") of the AIC 1/12 Contract.

Robin Appel Ltd shall have the right to reject a delivery/bulk of barley if it has a nitrogen content in excess of 0.05% over the maximum contract quality (based on dry matter) or for unsatisfactory germination/specification. In the case of malting barley purchased on sample, grain to be in all other respects as per sample. (See also clause 48). A MINIMUM nitrogen content of 1.40% is applicable to all contracted barley. Contract renegotiation may be possible subject to end users agreement in the event of barley being below 1.40% nitrogen.

In accordance with our buyers' terms and conditions all malting barley contracted to Robin Appel Ltd should not exceed max 2% skinned, split and pre-germinated corns. As well as nil ergot, fusarium and any other harmful materials, barley should be free from all forms of mould/ear blight. A Maximum of 0.5% wheat admixture is applicable to all contracts.

All malting barley and milling oats contracted to or purchased by Robin Appel Ltd must be of fair and merchantable quality and fit for malting in every respect.

Robin Appel Ltd reserves the right to test all malting barley for DON, OTA, T1 & HT2. These should be within the limits set for the particular harvest year. The current limits are set by individual maltsters/buyers. (see also clause 42)

Only agrochemicals accepted by the British Beer & Pub Association (BBPA) for use on barley may be used on or in the production of malting barley.

## Other

For consignments of oilseed rape being delivered to a store, port facility or ship, Robin Appel Ltd reserves the right to claim retrospective allowances where the goods are found to be non-contractual with regard to Free Fatty Acid (FFA), Erucic Acid, and or glucosinolates, due to the nature and timescale of accurate post-delivery testing. Buyers will inform sellers of this allowance within 90 consecutive days from the last day of contract delivery period. Admixture claims will be notified within 30 consecutive days of intake after the intake sample has been analysed fully as per FOSFA requirements.

All deliveries of grain must comply with the EU regulations including the permitted maximum levels of mycotoxin current at the time of delivery and all goods must comply with EU Commission Regulation 856/2005 or any amendment thereto. The Seller warrants that goods supplied additionally comply with EU regulations pertaining to pesticide residue and food safety and the DEFRA Code of Practice for the Control of Salmonella. The Food Safety Act 1990 is expressly incorporated into any transaction.

All suppliers must adhere to the provisions of the Modern Slavery Act 2015, and must hold their own supply chains to the same high standard.

## Special Conditions for The Sale of Agrochemicals and Fertilisers/Mineral Dressings

For the sale of fertiliser and/or mineral dressings, the terms and conditions contained within the AIC Contract Number 08/21 or any subsequent amendment to that contract are incorporated into any transaction between Robin Appel Ltd and the purchaser.

Product Liability: since agrochemicals have to be obtained by Robin Appel Ltd from manufacturers the relevant product and are supplied by Robin Appel Ltd to the purchaser in the manufacturers' original packaging and without any control over the manufacture of the product and its package or of intermediate inspection, under no circumstances whatsoever does Robin Appel Ltd accept any greater liability for any defect in the product or its packaging or any loss, damage or injury arising from such defect other than is accepted by the manufacturer to Robin Appel Ltd.

Manufacturers will only accept liability to Robin Appel Ltd and its customer for loss, damage or injury arising out of the use of products manufactured by them which are not in themselves defective if the use to which such product is put is one of those set out on the manufacturers' own labels and/or their technical literature. Neither the manufacturer nor Robin Appel Ltd will accept any liability whatsoever for any such injury, loss or damage when the purchaser has failed to follow the manufacturers or Robin Appel Ltd written recommendation and/or instructions.

Imported Fertilisers/Mineral Dressings: where fertilisers/mineral dressings are sold direct ex ship, Robin Appel Ltd will use their best endeavours to ensure product is as described, but cannot accept any further liability for variation beyond that accepted by their suppliers.

It is the purchaser's responsibility to ensure that appropriate arrangements exist for the reception of, handling and storage, application and disposal of agrochemicals in accordance with current regulations.

Application of Agrochemical and Fertiliser/Mineral Dressings: where agrochemical or fertiliser/mineral dressing products are to be applied to the purchaser's site by Robin Appel Ltd, the purchaser shall be responsible for indicating on the site to any employee, agent or

contractor of Robin Appel Ltd, the area to be treated immediately prior to the commencement of spreading or spraying.

The purchaser shall inform Robin Appel Ltd's employee, agent or contractor of any matters known to the purchaser and not reasonably apparent to Robin Appel Ltd's employee, agent or contractor, calling for special care to avoid damage on spraying or spreading of agrochemicals or fertilisers/mineral dressings and shall indemnify and hold Robin Appel Ltd harmless in respect of all actions, costs, claims and demands arising from damage thereto in the event that the purchaser fails to inform Robin Appel Ltd's employee, agent or contractor of any such matters in accordance with the provisions of this clause.

#### Special Conditions for the Sale of Seed

For the sale of seed from Robin Appel Ltd to the purchaser, the terms and conditions contained in the AIC 16/21 Contract and any subsequent amendment shall apply to any transaction undertaken.

Supplies of Seed: since seeds are growing organisms and their growth is subject to pests, disease and climatic conditions, all sales of seeds are subject to safe harvest and Robin Appel Ltd reserves the right in the event of market shortages to apportion such supplies as become available among its customers at its sole discretion.

Seed Quality: seed will comply at the time of delivery with the United Kingdom and EU Regulations currently in force. All seed are "Certified Seeds". Seeds to which regulations apply are offered as complying with the applicable EU Regulations unless specifically licensed otherwise by DEFRA. All sales of Certified Seed are subject to the final certification of suitable stocks. Cereal seeds meet higher voluntary standard subject to safe harvest and suitable stocks being available.

Varietal Characteristics and Suitability: all information whether contained on Robin Appel Ltd's price list or given by a member of their staff and related to varieties, varietal characteristics or periods of maturity or fitness for any particular purpose or otherwise relating to the performance of seeds is given for general guidance only. (Variation in local or climatic conditions can render such information inaccurate). Purchasers are therefore advised that any such information given to them does not constitute a representation by Robin Appel Ltd as to these matters and should not be relied on as such. Purchases should satisfy themselves that any seeds which they order are of a variety and performance satisfactory for their requirements and order such seeds at their own risk.

Limitation of Liability: should goods fail to comply with the terms of supply they will be replaced free of charge to the purchaser or, at Robin Appel Ltd's option, they will refund all payments made by the purchaser in respect of the defective goods. A claim by the purchaser for any loss will be entertained only if he complies strictly and without qualification with the following conditions: -

The purchaser must inspect the goods upon delivery;

- i. The purchaser must inform Robin Appel Ltd promptly on discovery of any defect;
- ii. All seed must have been stored, and used with reasonable care and in accordance with Robin Appel Ltd's recommendations;

- iii. All seed must have been sown, in suitable conditions and at a time that is consistent with recognised agricultural or horticultural custom and practice;
- iv. Any claim must be substantiated by documented records which prove beyond all doubt that the seed in question is that supplied by Robin Appel Ltd.
- v. Save as provided above, to the extent permitted by law no liability is accepted for any loss or damage arising from the use of any goods and for any consequential loss, or damage arising out of such use or any failure in the performance of, or any defect in any goods, or for any other loss or damage whatsoever.
- vi. In the event that notwithstanding the foregoing provisions of this Condition, Robin Appel Ltd is found liable for any loss or damage suffered by the customer, that liability shall in no event exceed the purchase price of the seed.

Reproduction of Seed: where seed is offered and sold for the production of consumer crops and not for reproduction of seeds no responsibility whatsoever can be accepted for any seed crops produced.

#### Special Conditions for the Purchase of Organic Grain, Pulses and Oilseeds.

All suppliers will, at first request, forward to Robin Appel Ltd, copies of their current Certificate of Registration, compliant with **EU Regulation no 2092/91** including Licence Number, Expiry Date and Trading Schedule.

All supplies warrant that all organic grains, pulses and oilseeds comply fully with a current auditable farm assurance scheme.

The relevant AIC or FOSFA contract can be requested from Robin Appel Ltd. The Seller, in all circumstances, warrants to be cognisant of these terms and conditions and those of the relevant AIC and/or FOSFA Contract unless they specifically draw the Robin Appel Ltd's attention to that effect prior to entering into any transaction. A copy of any incorporated contract is available by request from Robin Appel Ltd.

#### Payments for Purchases from First Producer

All Grain purchased direct from farm will be self-billed by the buyer. Robin Appel Ltd will issue a self-bill invoice showing your name, address and VAT registration number, as well as other details that make up a full VAT invoice; accordingly, the self-bill invoice will be your valid VAT document for reclaiming input tax on our weighbridge charges. Invoices submitted will have no standing and will not be processed. It is a HMRC requirement that your company notifies Robin Appel Ltd immediately if you change your VAT registration number, stop being registered or sell part of your business (or all of it).