

# Eco Crops Ltd

## Standard Terms and Conditions for the Supply of Goods and Services

Version dated: April 2026

<b>Registered office</b>	15 Melbreak Avenue, Cockermouth, United Kingdom, CA13 9AN
<b>Contract basis</b>	Quotation-led supply of goods and services; website informational only unless expressly stated otherwise.

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## 1. About us

1.1 We are Eco Crops Ltd, a private limited company registered in England and Wales under company number 15361787, with registered office at 15 Melbreak Avenue, Cockermouth, United Kingdom, CA13 9AN.

1.2 Our contact details are: Email: [info@ecocrops.co.uk](mailto:info@ecocrops.co.uk)

1.3 Our website is provided for general information and marketing purposes only. Unless expressly stated otherwise in writing, no contract is formed through the website itself. The website should therefore be read alongside these Terms, any Quotation, and any order acknowledgement or scope document issued by us.

## 2. Interpretation

2.1 In these Terms:

Buyer means the person, firm, company, landowner, occupier, farmer, contractor or other customer purchasing Goods and/or Services from us.

Business Day means any day other than a Saturday, Sunday or public holiday in England.

Contract means the contract between us and the Buyer for the supply of Goods and/or Services, formed in accordance with clause 3.

Goods means any products, crops, biomass materials, bark, bedding, mulch, wood fuel, planting stock, consumables, harvested material, or any other goods supplied by us.

Quotation means our written quotation, estimate, proposal, pricing sheet, scope of works, email offer or other written commercial offer.

Services means any services supplied by us, including land management, planting, crop establishment, crop management, harvesting, consultancy, end-market support, delivery coordination, site attendance, surveys, operational support and related services.

Site means the land, premises or location at which Services are to be carried out or to which Goods are to be delivered.

2.2 References to statutes or regulations include those laws as amended or replaced from time to time.

2.3 Headings are for convenience only and do not affect interpretation.

## 3. Basis of contract

3.1 The website, brochures, marketing materials, social media content and general correspondence are for information only and do not constitute an offer capable of acceptance.

3.2 A Quotation is an invitation to treat unless it expressly states that it is intended to be a binding offer.

3.3 A Contract is formed only when: (a) the Buyer accepts our Quotation in writing; (b) the Buyer issues a purchase order or other written instruction which we accept in writing; (c) the Buyer signs our quotation acceptance form; or (d) we begin supplying the Goods or Services following the Buyer's written acceptance or instruction.

3.4 These Terms apply to every Contract and prevail over any terms or conditions submitted by the Buyer, unless we expressly agree otherwise in writing signed by a director or authorised representative of Eco Crops Ltd.

3.5 If there is any inconsistency between these Terms and the Quotation, the following order of precedence applies: (a) the Quotation; (b) any special conditions expressly agreed in writing; (c) these Terms.

3.6 Unless otherwise stated, a Quotation remains open for acceptance for 30 days from its date of issue.

## 4. Scope and nature of Goods and Services

4.1 We may supply Goods, Services, or a combination of both.

4.2 Any descriptions, photographs, product information, cultivation information, yield information, operational information, specifications, case studies or examples shown in marketing material or on the website are illustrative only, unless expressly incorporated into the Quotation.

4.3 Where Goods consist of natural, agricultural, timber, biomass, crop-derived or other living or naturally variable material, the Buyer acknowledges that characteristics including colour, size, moisture, density, composition, texture, appearance, energy output, germination, growth, yield and performance may vary within normal commercial and biological tolerances unless a specific tolerance is expressly agreed in the Quotation.

4.4 We will perform Services with reasonable care and skill.

4.5 Unless expressly stated in the Quotation, we do not warrant that any Goods or Services will achieve a particular crop yield, harvest volume, moisture level, market price, subsidy outcome, fuel output, energy saving, environmental outcome, grant result or commercial return.

## 5. Buyer obligations

5.1 The Buyer shall: (a) provide complete and accurate information in sufficient time for us to prepare and perform the Contract; (b) provide safe, timely and suitable access to the Site; (c) ensure that the Site is suitable for the relevant Goods and/or Services; (d) obtain all landowner consents, licences, rights of access, permits, permissions and third-party approvals not expressly stated in the Quotation to be our responsibility; (e) identify all hazards, access constraints, utilities, overhead lines, underground services, drains, watercourses, contamination, boundaries, livestock issues and operational restrictions reasonably relevant to performance; and (f) cooperate with us in all matters relating to the Contract.

5.2 We shall be entitled to rely on information supplied by the Buyer unless we expressly agree in writing to verify or independently investigate it.

5.3 If the Buyer fails to comply with this clause, we may suspend performance, revise programme dates, reprice the works, charge for additional time or costs incurred, or terminate the Contract where the failure is material.

## 6. Price

6.1 The price for the Goods and/or Services shall be as set out in the Quotation or, where no Quotation price is stated, our current rates as notified to the Buyer.

6.2 Unless expressly stated otherwise, all prices are exclusive of VAT, which shall be payable in addition at the applicable rate.

6.3 Unless expressly included in the Quotation, we may charge separately for haulage, transport waiting time, packaging, unloading delays, loading delays, storage, redelivery, waste disposal, subcontractor charges, specialist plant, surveys, consumables, traffic management, remobilisation and other third-party or incidental costs reasonably incurred in performance.

6.4 If performance is delayed, disrupted or made more expensive by: (a) changes in the Buyer's instructions; (b) inaccurate or incomplete information from the Buyer; (c) access restrictions; (d) unsuitable weather, ground or site conditions; (e) delays caused by the Buyer or third parties under the Buyer's control; or (f) legal or compliance requirements arising after the Quotation and not reasonably foreseeable at the Quotation date, we may make a reasonable additional charge and revise the programme.

## 7. Payment

7.1 We may require a deposit, advance payment, stage payments, milestone payments, payment on delivery, or payment before dispatch, as set out in the Quotation.

7.2 Unless the Quotation states otherwise, invoices are payable within 14 days of invoice date.

7.3 Time for payment is of the essence.

7.4 The Buyer shall pay all sums due in full without set-off, deduction, withholding or counterclaim except where required by law.

7.5 If payment is overdue, we may: (a) charge interest and compensation to the extent permitted by law; (b) suspend supply of Goods and/or Services; (c) postpone delivery or attendance; (d) retain title to Goods; (e) cancel the Contract or any other contract with the Buyer; and (f) recover reasonable costs of collection and enforcement.

7.6 For business-to-business contracts, we reserve the right to rely on any statutory entitlement to late-payment interest and fixed compensation that may apply.

## 8. Delivery of Goods

8.1 Any delivery date is an estimate only unless expressly stated to be fixed in the Quotation.

8.2 We may deliver Goods in instalments.

8.3 Delivery shall take place when: (a) the Goods are delivered to the Site or other agreed address; (b) the Goods are made available for collection; or (c) delivery is deemed to occur under clause 8.4.

8.4 If delivery is prevented or delayed because of the Buyer's act or omission, incorrect information, lack of access, lack of labour or unloading facilities, or refusal to accept delivery, then delivery shall be deemed to have occurred when we were ready to deliver.

8.5 Where delivery is delayed for reasons attributable to the Buyer, we may charge for storage, handling, waiting time, reloading, abortive transport, redelivery and any deterioration or loss to the extent legally recoverable.

## 9. Performance of Services

9.1 Any dates or programme periods for Services are estimates only unless expressly agreed as fixed in the Quotation.

9.2 We may reschedule Services where reasonably necessary because of weather, crop conditions, soil conditions, ground bearing pressure, machinery availability, labour availability, disease, biosecurity restrictions, safety concerns, legal restrictions, access constraints or third-party dependencies.

9.3 Unless expressly agreed otherwise, time shall not be of the essence in relation to Services.

9.4 We may use subcontractors to perform any part of the Services, provided we remain responsible for overall performance of the Contract.

9.5 The Buyer shall provide all reasonable site cooperation required for performance, including access windows, contact details, site rules, and timely decisions where requested.

9.6 If we are delayed or prevented by the Buyer or by a matter within the Buyer's responsibility, we may extend time, suspend performance, charge for wasted visits, standby, remobilisation, machinery downtime and additional attendance, and revise the price if reasonably necessary.

## 10. Risk and title

10.1 Risk in Goods passes to the Buyer on delivery, collection or deemed delivery.

10.2 Title to Goods shall not pass to the Buyer until we have received in cleared funds payment in full for: (a) the Goods; and (b) all other sums due from the Buyer to us on any account.

10.3 Until title passes, the Buyer shall: (a) store the Goods separately from other goods; (b) keep them clearly identifiable as our property; (c) keep them insured for their full replacement value; and (d) not remove, deface or obscure any identifying marks or packaging.

10.4 So far as legally permitted, we may enter land or premises where Goods are stored in order to recover them if payment is overdue.

10.5 Title and risk provisions in this clause apply to Goods only and not to Services.

## 11. Inspection and claims

11.1 The Buyer shall inspect Goods on delivery or collection and inspect Services promptly on completion of the relevant stage or attendance.

11.2 The Buyer shall notify us in writing of: (a) any shortage, transit damage or obvious defect in Goods within 2 Business Days of delivery; (b) any latent defect in Goods within 5 Business Days of discovery; and (c) any complaint about Services within 5 Business Days after the relevant Services are performed or the issue becomes reasonably apparent.

11.3 The Buyer shall provide reasonable evidence of the alleged issue and give us a reasonable opportunity to inspect and, where appropriate, remedy it.

11.4 Failure to give notice within the above times does not affect any non-excludable consumer rights but may prejudice the Buyer's contractual remedies to the extent permitted by law.

## 12. Remedies

12.1 If we accept that Goods do not materially conform to the Contract, we may at our option: (a) replace the Goods; (b) repair the Goods where appropriate; (c) provide a reasonable price reduction; or (d) refund the relevant part of the price.

12.2 If we accept that Services were not carried out with reasonable care and skill, we may at our option: (a) reperform the affected part of the Services; (b) provide a reasonable price reduction; or (c) refund the relevant part of the price.

12.3 These remedies are subject to any mandatory statutory rights which cannot lawfully be excluded or restricted.

## 13. Exclusions specific to natural products and land-based services

13.1 We are not liable for defects, delay, underperformance or non-performance arising from: (a) the Buyer's instructions or specification; (b) inaccurate or incomplete information supplied by the Buyer; (c) concealed or abnormal Site conditions; (d) weather, flood, drought, disease, pest or crop failure beyond our reasonable control; (e) poor storage, handling, husbandry, planting, maintenance or use after delivery; (f) mixing supplied material with other products or stock; (g) acts or omissions of third parties outside our reasonable control; or (h) natural variation in biological, timber, crop or biomass materials.

13.2 Unless expressly stated in the Quotation, no guarantee is given as to germination, establishment, survival rate, crop yield, harvest quantity, moisture content, calorific value, fuel performance, resale value or marketability.

## 14. Health and safety / site conditions

14.1 The Buyer shall ensure, so far as reasonably practicable, that the Site is safe, lawful and suitable for our personnel, vehicles, contractors and equipment.

14.2 The Buyer shall notify us before work starts of any known hazards, including underground services, overhead lines, unstable ground, soft verges, contamination, public rights of way, restricted areas, watercourses, livestock or special biosecurity requirements.

14.3 We may refuse to start, continue or complete work where we reasonably believe conditions are unsafe, unlawful or materially different from those described to us.

14.4 Any resulting delay, wasted attendance, standby, remobilisation or additional cost caused by unsafe or unsuitable Site conditions may be charged to the Buyer where not caused by our breach.

## 15. Force majeure

15.1 We shall not be liable for delay or failure in performance caused by events beyond our reasonable control, including adverse weather, flooding, drought, fire, crop failure, pest or disease outbreak, machinery breakdown,

labour shortage, transport interruption, fuel shortage, supplier failure, cyber incident, governmental action, legal restriction, embargo or biosecurity measure.

15.2 We may suspend performance for the duration of such event.

15.3 If such event continues for more than 60 days, either party may terminate the affected Contract on written notice.

## 16. Suspension and termination

16.1 We may suspend or terminate the Contract immediately by written notice if: (a) the Buyer fails to pay any sum when due; (b) the Buyer commits a material breach of the Contract; (c) the Buyer becomes insolvent or appears reasonably likely to become insolvent; (d) the Buyer prevents or materially delays performance; or (e) continued performance would be unsafe or unlawful.

16.2 On termination, the Buyer shall pay for: (a) all Goods delivered or deemed delivered; (b) all Services performed up to termination; (c) all committed stock and non-cancellable third-party costs incurred for the Contract; and (d) reasonable demobilisation, cancellation and recovery costs.

16.3 Termination does not affect any accrued rights or remedies.

## 17. Intellectual property and confidentiality

17.1 All intellectual property rights in our proposals, methodologies, plans, reports, pricing structures, working documents, photographs, branding, website content and know-how remain vested in us or our licensors unless expressly agreed otherwise in writing.

17.2 The Buyer shall keep confidential any commercial, technical or operational information of ours that is identified as confidential or is obviously confidential by its nature.

17.3 The Buyer may use our documents only for the purposes of the Contract and not for competitive tendering, reproduction or disclosure to third parties except where reasonably necessary for the Contract or required by law.

## 18. Data protection

18.1 Each party shall comply with applicable data protection law in relation to any personal data processed in connection with the Contract.

18.2 Our website privacy and cookie policies apply to use of our website, contact forms and enquiry mechanisms.

## 19. Consumer customers

19.1 This clause applies only if the Buyer is a consumer acting wholly or mainly outside their trade, business, craft or profession.

19.2 Nothing in these Terms excludes or restricts any right or remedy the Buyer has under consumer law, including rights under the Consumer Rights Act 2015.

19.3 If a contract with a consumer is concluded at a distance or off-premises and statutory cancellation rights apply, we shall provide the information required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 on a durable medium.

19.4 Any provision of these Terms shall be read subject to the Buyer's mandatory statutory rights where those rights apply.

## 20. Limitation of liability

20.1 Nothing in the Contract excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of any term implied by law where liability cannot lawfully be excluded or limited; or (d) any other liability which cannot lawfully be excluded or restricted.

20.2 Subject to clause 20.1, we shall not be liable for: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss of contract; (e) loss of goodwill; (f) loss of business opportunity; or (g) any indirect or consequential loss.

20.3 Subject to clause 20.1, our total aggregate liability arising out of or in connection with any Contract shall not exceed the total amount paid and payable under that Contract.

20.4 This clause is intended to allocate risk reasonably between the parties having regard to the nature and value of the Contract.

## 21. Notices

21.1 Any notice under the Contract shall be in writing and sent by email or prepaid post to the address last notified by the recipient party.

21.2 Notices to us shall be sent to the contact details stated in clause 1 unless we notify the Buyer otherwise.

## 22. General

22.1 We may subcontract any part of the Contract.

22.2 The Buyer may not assign or transfer the Contract without our prior written consent.

22.3 If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

22.4 A failure or delay by either party to enforce any right shall not constitute a waiver of that right.

22.5 A person who is not a party to the Contract shall have no right to enforce any of its terms, except where the law provides otherwise.

## 23. Governing law and jurisdiction

23.1 The Contract and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales.

23.2 The courts of England and Wales shall have exclusive jurisdiction, except that where the Buyer is a consumer, the Buyer shall retain any mandatory rights as to forum which the law gives them.