

TOPSOIL ORDER ACKNOWLEDGEMENT



British Sugar plc
1 Samson Place, London Road
Peterborough, PE7 8QJ
Telephone 0870 2402314
Fax 0870 2402729
VAT Registration 289 7298 79

YOUR ACCOUNT NO: 3024957

LARKSPUR LIMITED
LARKSPUR LIMITED
3 REACH ROAD
BURWELL
CAMBRIDGE
CB25 0BU

Enquires relating to this acknowledgement should be addressed to the Agricultural Helpdesk on 0870 2402314

Our Order No:	6087201				
Date Order Taken:	29/07/22				
Service Requested :	Delivered (Co Products)				
Your Order No :	Chris 2 loads CB6 2LA				
Despatch Location	171 Wissington Factory				
Despatch Commencing :	02/08/22				
Customer Delivery Instructions					
Please deliver 2 x 8 wheeler loads Tuesday 2nd August to: Larkspur Homes Building Site, The Slade, Witcham, Ely, CB6 2LA Chris 07882742554 please call with eta					
Haulier :			Telephone :		
2038895 G HOBBS HAULAGE LTD			01353720051		
Product Ordered	Quantity	Units	Rate / Unit	Value exc VAT	
28202 Landscape 20	40.0000	TN	23.6000	944.00	
Total Quantity		40.0000	Total Value exc VAT		944.00
			VAT		188.80
			Total Value inc VAT		1,132.80

BRITISH SUGAR plc - SALE OF CO-PRODUCTS CONDITION OF SALE

1. Applicable Conditions

- a) These Conditions shall apply to each Contract for the sale of co-products by British Sugar plc (the "Seller"), Co-products (including associated services) are defined as being those products produced or provided by the Seller as part of the sugar production process other than sugars and animal feed.
- b) The Co-products are accepted by the Purchaser on these Conditions alone and the Purchaser's acceptance of this clause and of these Conditions will waive any other terms and conditions which the Purchaser may seek to impose or apply.

2. Descriptions, Samples, Specifications etc

- a) All descriptions, samples, specifications, representations and other particulars relating to Co-products, however furnished are given for information purposes only and are not binding on the Seller.
- b) The Seller, or their agents, do not hold out that a Co-product will be fit for any particular purpose and further that the quality of the co-product may vary and may not correspond with any samples provided. The Seller or his agent shall not be liable to the Purchaser for the quality of the Co-product.
- c) The Purchaser takes sole responsibility for any use to which the Co-product may be put. In addition, the Purchaser agrees that the co-product Topsoil shall not be applied to arable agricultural land without the prior written consent of the Seller.
- d) No claim for shortages, faults, defects, attributable to the Seller of Co-products shall be accepted by the Seller unless made in writing and received by the Seller on or before the seventh day after the day when the Co-product was received by the Purchaser. The Purchaser or his agent is responsible for examining the Co-product upon receipt.

3. Price, Payment

- a) The Purchaser agrees that the price shall be paid to the Seller within 14 days of receipt of an invoice by the Purchaser. Unless otherwise agreed with the seller within the Co-Product Payment Terms and Conditions Agreement
- b) The Purchaser will arrange the collection and haulage of Co-products unless otherwise agreed with the Seller. In the event that haulage is carried out by the Seller then the Purchaser shall be liable for any costs of such haulage as determined by the Seller, and these charges shall be paid by the Purchaser within 14 days of receiving an invoice from the Seller. If, for any reason, the Purchaser shall not have paid or be prevented from paying for the Co-product or haulage according to this clause, simple interest at a rate of 1% per month compound shall accrue and be payable by the Purchaser.
- c) All co-products remain the property of the Seller until payment is received in full.

4. Weight, Volume, Availability

- a) Sales of co-products are made on the basis of the weight as ascertained on the Seller's or store's weighbridge but sales of Co-products may be made on the basis of volume or lorry load where agreed between the Seller and Purchaser.
- b) A lorry load is defined as any lorry loaded to its maximum tonnage limit in accordance with the regulations created under S41(1)(2)(5) of the Road Traffic Act 1988 (the "Regulations"). In accordance with the Regulations the Purchaser or his agent accepts liability for ensuring that lorries are loaded to the correct limit.
- c) The Seller will only sell by volume if the vehicle is a vehicle stamped as a cubic measure by an Inspector or Weights and Measures. The Seller reserves the right to weigh the Purchaser's vehicle in this situation.
- d) The Purchaser recognises that only a finite amount of Co-product is produced by Seller each year. The Seller agrees to supply Co-products to the Purchaser provided that such Co-product shall be available and the Purchaser shall not make any claim on Seller if Contracts are not available.
- e) The Seller authorises the Purchaser or his agent to enter the Seller's premise for the sole purpose of collecting Co-products in accordance with these Conditions of Sale. The Seller or his agent accept no liability for any loss, damage or injuries whatsoever or however caused that may occur to the Purchaser or their agents whilst on the Seller's site including liability for negligent acts of the Seller or his agent other than liability from death or personal injury resulting from the Seller's negligence. Furthermore, the Purchaser and his agents agree to use all possible skill and care whilst on the Seller's site and to compensate the Seller in respect of any damage caused by the Purchaser whilst on the Sellers property to collect the co-product.

5. Statutory Statement (LimeX only)

Determination by Wet Sieving LimeX45	Determination by Wet Sieving LimeX70
Precipated Calcium Carbonate Neutralising Value 22% (CaO)	Precipated Calcium Carbonate Neutralising Value 28% (CaO)
99% passing 5mm	99% passing 5mm
97% passing 3.35mm	97% passing 3.35mm
85% passing 150 micron	85% passing 150 micron