



GENERAL

TERMS AND CONDITIONS

OF SUPPLY

1. ACCEPTANCE OF TERMS

- 1.1 Bartholomews Agri Food Ltd (hereinafter called "Bartholomews") contracts upon the following terms which supersede any conditions applicable to previous dealings between Bartholomews and any Buyer and/or advice which may have previously been given to the Buyer by any Bartholomews' staff or agents. Acceptance of goods from Bartholomews shall be conclusive evidence that these General Terms and Conditions of Supply ("the Terms") shall apply. Any Buyer who does not accept these Terms should return goods forthwith. The term "Goods" in these Terms whenever the context permits is deemed to include services provided by Bartholomews. The Buyer holds himself out as entering into the contract with Bartholomews in the course of his business.
- 1.2 These Terms constitute the entire agreement between Bartholomews and the Buyer and supersedes all previous agreements, promises, assurances and warranties, representations and understandings between Bartholomews and the Buyer, whether written or oral, relating to the supply of the Goods. Save as to the provision of advice referred to in clause 2 none of Bartholomews' servants or agents has any authority to make, agree to or give any representation, condition or warranty in respect of the Goods or to agree to any variation to the Terms unless expressed in writing and signed by a director of Bartholomews.

2. ADVICE

- 2.1 Unless otherwise agreed between the parties, advice by Bartholomews to the Buyer shall not form part of the contract. In the absence of such agreement Buyers are advised that Bartholomews' staff and/or agents have no authority to give advice to Buyers and to the fullest extent permitted by law Bartholomews disclaims liability for any advice given or opinion expressed by it or its staff. Such advice is followed, or such opinion acted upon, entirely at the Buyer's own risk. In particular, but without prejudice to the above, where any instructions are supplied with any product sold by but not manufactured by Bartholomews and such instructions conflict with the recommendations given by Bartholomews staff or agents, the manufacturer's instructions should be followed and/or clarification sought by the Buyer either from the manufacturer or from Bartholomews' head office.

3. CONTRACTS ON OTHER TERMS

- 3.1 In addition to these terms where the goods supplied are expressed by Bartholomews to be subject to the printed terms recommended by, eg, Agricultural Industries Confederation (AIC) and/or some other Trade Association then in the event of any inconsistency between such additional terms and these Terms, these General Conditions of Sale will prevail. In respect of certain goods, Bartholomews' Special Conditions of Sale which are specified to relate to those products shall apply in addition to the Terms. In those cases, the Special Conditions shall prevail if there is any inconsistency with the Terms.

4. QUANTITY

- 4.1 The word "about" when used in reference to quantity shall mean 5% over or under the quantity stated for home grown grain and pulses and 10% in all other cases. However, in the event of any breach of contract or default in shipment or delivery or collection any damage shall be computed upon the full contract quantity irrespective of the latitude allowed above. The Buyer shall not be entitled to reject the Goods if Bartholomews delivers up to and including 5% of home grain and pulses and 10% in all other cases more or less than the quantity of Goods ordered and a pro rata adjustment shall be made in the price invoiced for the Goods on receipt of notice from the Buyer that there is a difference in the quantity of Goods ordered and delivered, provide that if such notice is to be given by the Buyer it shall be received by Bartholomews within 7 days of delivery or at any time if notice is given by Bartholomews to the Buyer.

5. OWNERSHIP AND RISK

- 5.1 Ownership of the Goods shall not pass to the Buyer until Bartholomews has received payment in full (a) for Goods supplied being the subject of a current contract and (b) for all other Goods the subject of any other contract between Bartholomews and the Buyer which at the time of payment of the full price of the goods supplied against a current contract have been delivered to the Buyer but not paid for in full.
- 5.2 The Goods which remain the property of Bartholomews shall be stored separately by the Buyer and must be clearly marked and identified as the property of Bartholomews. The Buyer may nevertheless use such Goods, but only for the purposes of his own business by sowing them if they consist of seed or by applying them to land or to crops if they consist of agrochemicals or by applying them to land if they consist of fertilizers or feeding them to animals if they consist of feedingstuffs. Until property in the Goods passes to the Buyer, or the goods are sown, applied or feed as permitted by this clause Bartholomews may at any time require the Buyer to deliver the Goods up to Bartholomews and, if the Buyer fails to do so forthwith, Bartholomews, its agents or employees may enter any premises where the Goods are thought to be for the purpose of recovering possession. Any Goods supplied or to be supplied to the Buyer shall be at the Buyer's risk and charges from time to time when Bartholomews notifies the Buyer that the Goods are available for collection or from the time of delivery.

6. AVAILABILITY OF GOODS

- 6.1 Bartholomews accepts orders for goods subject to the availability of the Goods to it at the time of delivery or collection at a price not exceeding the contract price with the Buyer. Where goods sold are imported their sale is subject to supplies being made available to Bartholomews by its foreign supplier with whom the control for their supply has been placed and imported goods are sold subject to the safe arrival of vessel and cargo. In the event of failure of such supplies and such goods not being readily replaceable from other sources at a price not exceeding the contract

price with the Buyer the contract between Bartholomews and the Buyer will be deemed to be cancelled without any liability to either party. If Bartholomews cannot obtain sufficient Goods to meet all its contractual obligations, it shall be entitled to allocate such goods as are available to such Buyer or Buyers as it shall in its absolute discretion determine and without liability to or claim by the Buyers or Buyers.

- 6.2 Imported goods are sold subject to the safe arrival of vessel and cargo.

7. DELIVERY

- 7.1 Bartholomews shall deliver the Goods to the address specified by the Buyer at the time of placing the order. Unless otherwise specified by Bartholomews, prices quoted by Bartholomews include delivery costs. Each delivery or consignment shall stand as a separate contract and failure of or delay in one delivery shall not invalidate the contract as a whole, or entitle the Buyer to defer payments for any previous or remaining delivery.

- 7.2 Any dates given for delivery are approximate only and time shall not be of the essence unless previously agreed to by Bartholomews in writing and Bartholomews shall not be liable for any delay in the delivery of the Goods that is caused by a Force Majeure Event or by the Buyer's failure to provide Bartholomews with any adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods. In the case of for a period of 3 days or more in accepting the delivery of the Goods from the date of Bartholomews notifying the Buyer that the Goods are available for delivery then Bartholomews will store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance and haulage).

- 7.3 Should the Buyer refuse to accept delivery of the Goods for a period longer than 14 days after being notified by Bartholomews that the Goods are available for delivery then Bartholomews, at its sole discretion, and without liability to the Buyer, may re-sell or otherwise dispose of the Goods, in whole or in part, and having added any related costs (including storage, haulage and insurance), and having credit for the sums received, if any, if the Goods have been resold, recover any shortfall from the sale of the Goods, and in the absence of a resale or disposal, the value of the Goods in full from the Buyer as a liquidated claim.

8. CLAIMS

- 8.1 Claims based upon those defects of quantity, quality or condition which should be apparent upon reasonable examination shall be made known immediately by telephone, facsimile or email with written confirmation within three business days of arrival of the goods at the destination to which they have been consigned.
- 8.2 In the case of non-delivery, the Buyer must notify Bartholomews within twenty one days of the invoice date, failing which Bartholomews shall be under no liability whatsoever to the Buyer. A claim other than one of those listed above where the Buyer has not exercised his power of rejection the allegedly defective goods shall not entitle the Buyer to withhold or delay any payment due for them until the dispute has been resolved.

9. LIMITATION OF LIABILITY

- 9.1 In the event of the Goods sold or agreed to be sold by Bartholomews not complying with the

express terms of the contract of the sale, or where the Goods are seeds proving defective in varietal purity, Bartholomews will at its sole discretion, replace the defective goods free of charge to the Buyer or will refund all payments made to it by the Buyer in respect of the defective Goods. Under no circumstances whatsoever shall Bartholomews' liability exceed the price of the allegedly defective Goods. To the maximum extent permitted by law Bartholomews hereby excludes all liability whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit any direct, indirect or consequential loss arising from the contract for the supply of the Goods or otherwise or from use of the Goods supplied by it and it shall not be a condition of the contract nor does Bartholomews warrant that Goods shall be fit for any particular purpose whether made known to it expressly or by implication.

- 9.2 All and any express or implied condition, statements or warranties statutory or otherwise, save as expressly given in these terms are hereby excluded and for the avoidance of doubt the terms implied by sections 13-15 of the Sale of Goods Act 1979 (or any statutory modification or re-enactment thereof) are, to the fullest extent permitted by law, excluded from any contract under the Terms or for the supply of Goods by Bartholomews to the Buyer. The price of any goods sold or offered for sale by Bartholomews is based upon the foregoing limitations upon its liability and would be much greater if a more extensive liability were undertaken by it. The Buyer should if he considers it necessary insure himself against any risks other than those for which liability is accepted above.

10. FORCE MAJEURE

- 10.1 Bartholomews shall not be responsible for loss or delay in delivery or collection of the goods or any part thereof occasioned by any Act of God, action by any Government, export or import restrictions, strike, lock-out, combination of workmen, riot or civil commotion, pandemic, breakdown of machinery, power failure, fire, failure of a crop in whole or in part, fuel shortage, loss and/or detention at sea or any other contingency beyond its control ("a Force Majeure Event"). Should any Goods be rendered unfit for delivery or collection by reason of any of the above acts, the contract, so far as it relates to those Goods, shall be deemed to be discharged. Otherwise deliveries or collections may be suspended pending any of the above contingencies provided that written notice is given to reach the Buyer within seven days of Bartholomews' knowledge of the occurrence (in the case of re-sale such information shall be passed on without delay), but if delivery shall be delayed for more than one calendar month the Buyer or Bartholomews shall have the option of cancelling the delayed portion of the contract, if not already in course of transit, by giving to the other notice to that effect but shall not be entitled to any compensation for non-delivery.

11. TERMS OF TRADE

- 11.1 Except where a price has been agreed at the time of the order, all prices (whether quoted in catalogues or sales literature or otherwise) are subject to alteration without notice and goods will be invoiced at the price at which Bartholomews are offering similar goods to the market for sale on the date of collection or despatch. Unless otherwise agreed, neither Value Added Tax nor any other tax is included in the published prices. Taxes will be added at the rate prevailing on the date of collection or despatch, whichever is applicable.
- 11.2 Payment is due on the date shown on the invoice.
- 11.3 A charge of 10% will be added to each invoice, and this will be deducted if payment is made by

the twentieth of the month following invoice.

- 11.4 Bartholomews reserve the right to charge interest on overdue invoices from the date when they fall due for payment. Such interest will accrue at the rate from time to time payable under The Late Payment of Commercial Debts Regulations 2002 and The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (or, in each case, any statutory modification or re-enactment thereof) or such lower rate as we may agree in writing. In addition, Bartholomews may recover from you our costs of collecting any unpaid sums.
- 11.5 Any other terms as to payment negotiated by the parties are subject to confirmation by Bartholomews in writing as provided for in clause 1 and will then apply.
- 11.6 Bartholomews reserve the right to add to or to deduct from the price otherwise payable by the Buyer or any increase or decrease in the cost of the Goods or services over or under that current at the date of any contract which may thereafter be imposed by reason of war or by the action of any British or foreign government or nationalised industry (whether such variation arises in the manufacture, transport or insurance of the Goods).
- 11.7 Where the goods ordered by the Buyer are to his knowledge of foreign origin, the price quoted is calculated on the rate of exchange prevailing at the date of orders and the final price charged to the Buyer may reflect any change in such rates at the date of payment for the Goods by Bartholomews.
- 11.8 Notwithstanding the payment terms set out herein, Bartholomews reserve the right to request the payment of any account at any time.

12. OUTSTANDING PAYMENTS

- 12.1 Bartholomews reserves the right to withhold supply of goods and/or services under any current contract with the Buyer until all and any outstanding payments under any other contract between Bartholomews and the Buyer have been received by Bartholomews and reserves a lien upon the right to sell or otherwise dispose of all goods the subject of any contract whether appropriated to it or not, in respect of such payment.
- 12.2 If the Buyer fails to make any payment on the date it becomes due or dies before the date of delivery, Bartholomews shall have the right without prejudice to any other rights and remedies available to it to cancel and/or suspend any further delivery.

13. INSOLVENCY

- 13.1 Without prejudice to any other rights or claims set out in the Terms, or otherwise, Bartholomews may immediately terminate any contract for the supply of Goods to the Buyer if the Buyer:
 - 13.1.1 has a Receiver (including an Administrative Receiver) or Liquidator appointed over it or any of its property or business undertaking;
 - 13.1.2 announces that he is ceasing to trade (other than for declared legitimate reasons such as retirement, whilst continuing to honour all existing contracts);
 - 13.1.3 fails to make payment as due, suspends payment and/or notifies any of his creditors that he is unable to meet debts or that he is about to suspend payment of his debts;

- 13.1.4 convenes, calls or holds a meeting of creditors for the purpose of proposing an arrangement or composition to them;
 - 13.1.5 being an individual is adjudicated bankrupt or makes any composition or scheme of arrangement with his creditors or;
 - 13.1.6 being a body corporate, including a limited company, convenes, calls or holds a meeting for the purpose of passing a resolution for the winding up of the Buyer (other than for the purpose of reconstruction or amalgamation);
 - 13.1.7 is the subject of a winding up petition issued by one of its creditors or shareholders;
 - 13.1.8 has an administrator appointed to manage its affairs, business and property or documents are filed with a court of competent jurisdiction for the appointment of an administrator of it or notice of intention to appoint an administrator is given by it or its directors or by a qualifying floating charge holder (as defined in Schedule 16 Enterprise Act 2002); or
 - 13.1.9 is a partnership any of the above events occurs with respect to the partnership or to any parties therein.
- 13.2 Further notwithstanding any previous arrangement with Bartholomews for deferred payments in the event of any of the occurrences set out in clause 13.1 of these Terms the full or full remaining price for the Goods delivered to the Buyer shall become immediately due from it to Bartholomews.

14. ARBITRATION

- 14.1 Any dispute (other than a claim for an unpaid debt) arising out of any contract between Bartholomews and the Buyer shall be referred to arbitration under the AIC Arbitration Rules in force from time to time and published by the Agricultural Industries Confederation Limited (AIC), Confederation House, East of England Showground, Peterborough, PE2 6XE and all parties shall by making any contract be deemed to have knowledge of such rules and to have elected to be bound thereby.

15. TIME LIMITS FOR CLAIMING ARBITRATION

- 15.1 Arbitration proceedings other than as to seeds must be commenced as regards claims relating quantity, quality or condition within twenty eight days from the date of collection or delivery of the Goods, whichever shall be applicable and all other claims within ninety days from collection by or delivery to the Buyer or the expiry of any notice given by Bartholomews to the Buyer under clause 7.
- 15.2 Arbitration proceedings as to seed other than those relating to quantity, quality or condition apparent on reasonable examination on arrival of the seed at their ultimate destination when such proceedings must be commenced within twenty eight days from the date of collection or delivery of the Goods to the Buyer or the expiry of any notice given by Bartholomews to the Buyer under clause 7, whichever shall be applicable, together with all other claims or whatever nature (save for the recovery of sums due to Bartholomews from the Buyer under the terms or any contract for the supply of the Goods) must be made within one hundred and ninety four days from the date of collection or delivery of the goods, whichever shall be applicable.
- 15.3 The making of an arbitration award shall be a condition precedent to any right of action by the Buyer or any person if claiming under them (subject to clause 19.3) so that if arbitration proceeding regarding any claims are not instituted within the time limit prescribed in this clause,

all causes of action relating to that claim whether by way of arbitration or in any Courts of Law are deemed time barred and waived.

16. RETURN OF GOODS

- 16.1 The acceptance of return of goods for credit where such goods are found to be surplus to the requirements of the Buyer is at the complete discretion of Bartholomews. In no event will the return of such goods be accepted for credit unless they are returned, Bartholomews' prior permission having been obtained, in the original packaging with seals, if any, unbroken and in an undamaged condition. All goods returned for credit are subject to a handling charge of 10%.

17. LAW AND JURISDICTION

- 17.1 Any contract between Bartholomews and the Buyer shall be governed by the laws of England and Wales and where applicable the Uniform Laws on International Sales are hereby excluded.

18. TERMS OF PAYMENT

- 18.1 All Invoices are to be paid by the 20th (twentieth) of the month following invoice.

19. GENERAL

- 19.1 Any notice or demand to be given under the Terms by either party to the other shall be in writing and shall be deemed to have been properly served if left at or sent by first class pre-paid post to that party's address notified to them from time to time, or if no such address has been notified the party's last known address, and if so posted shall be deemed to have been received on the day following the date of posting.
- 19.2 No act or omission by Bartholomews may act as a waiver or prejudice any of Bartholomews' rights under the Terms.
- 19.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply so that no third party is entitled to any rights or benefits under the Terms or any contract for the supply of Goods to the Buyer.
- 19.4 Any contract for the supply of Goods to the Buyer under the Terms is personal to the Buyer and not capable of assignment by him. Bartholomews shall be entitled to assign the benefit and burden of such a contract at any time and without the Buyer's consent.
- 19.5 If any part or provision of the terms or any contract for the supply of Goods under them is, or becomes, invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision or part-provision shall be deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the balance of the Terms or any contract created under, or governed by, them.

SPECIAL

CONDITIONS OF SALE

SEED

1. SUPPLEMENTAL

- 1.1 These Special Conditions of Sale apply to the sale of seed by Bartholomews. They are supplemental to Bartholomews' General Terms and Conditions of Supply ("the Terms") but, in the event of any inconsistency, these Special Conditions shall apply.

2. PURPOSE FOR WHICH SEEDS ARE USED

- 2.1 All seeds, with the exception of cereal seeds, are offered and sold for the production of commercial crops and not for the reproduction of seed except in contracts where this is expressly stated. No responsibility whatsoever can be accepted for any seed crops produced.

3. SPECIAL TREATMENT AND/OR CHEMICAL DRESSING

- 3.1 Where specially treated or tested seed is offered Bartholomews' warranty is limited to the fact that the treatment or testing to the specification quoted has been carried out; beyond this warranty all liability is excluded to the fullest extent permitted by law.

4. HYBRID VARIETIES

- 4.1 When seeds are described as "Hybrid" whether F1 double cross, or the like, plants grown from them cannot be relied upon to produce seeds which will yield crops of the same characteristics and in many cases a complete breakdown of the strain will occur. Growers should therefore be warned not to attempt to save seed from the produce of "Hybrid" varieties.

5. GENETICALLY MODIFIED VARIETY

- 5.1 The seeds of maize, beet and brassica crops which are supplied are conventional varieties bred from parent plants which have not been genetically modified. The methods used in the breeding and development of these varieties include procedures aimed at minimising the presence of adventitious Genetically Modified Organisms ("GMO").
- 5.2 Production of seed for sowing is carried out in open fields in natural conditions in which there is free circulation of pollen. Production may take place in areas where the growing of genetically modified varieties is authorised. It is therefore not possible to prevent the occurrence of adventitious GMO and to guarantee that the seed lots comprising any delivery under the Terms or any contract governed by them are free from all traces of GMO.
- 5.3 Although appropriate samples of seed have been tested in order to comply with applicable seed legislation and for adventitious GMO presence, we give no guarantee that the seed is GMO free and any claim against Bartholomews for any damage, direct or indirect, whatsoever arising from the possible occurrence of adventitious traces of GMO is excluded to the fullest extent permitted by law

6. LATENT DEFECT

- 6.1 Diseases of plants can be transmitted by the wind, by insects, by animals or by human agencies and may be seed borne or soil borne. Bartholomews believes the seed hereby sold by them to be free from latent defect, but it is not a condition of sale, nor do Bartholomews warrant, that any seed sold by it shall be free from such defect and Bartholomews will not be responsible in any way for the resultant crop and all, and any claims against Bartholomews, whether direct or indirect, are excluded to the fullest extent permitted by law..

7. STANDARDS

- 7.1 All seeds sold by Bartholomews are guaranteed to comply at the time of delivery with the UK Seeds Regulations then in force.

8. DESCRIPTION

- 8.1 All information whether contained in Bartholomews' publications or given by its staff and related to varieties, varietal characteristics or period 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 or inappropriate. Buyers are therefore advised that any such information given to them does not constitute a representation by Bartholomews as to these matters and should not be relied on as such. Buyers 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.

9. PLANT VARIETIES AND SEEDS LEGISLATION

- 9.1 The price of any variety which becomes the subject of a grant of plant breeders rights under the Plant Varieties and Seed Act 1964 (as amended by The European Communities Act 1972, The Plant Varieties Act 1997 and The Agriculture Act 1986, together with any statutory amendment or modification thereof), will be adjusted to include the cost of any royalty payable to the owner of the rights. If, in the case of a variety which is already the subject of plant breeders' rights, there is any change in the rate of royalty payable to the owner of the rights, the price will be adjusted accordingly.

10. SAFE HARVEST AND ARRIVAL

- 10.1 All orders of home grown seeds are booked subject to the safe in gathering of Bartholomews' home grown contracts. All seeds grown abroad are booked subject to the safe arrival and correct delivery of Bartholomews' relevant contracts. In the event that home grown seeds are not safely in gathered for Bartholomews' home grown products or seeds grown abroad do not arrive safely and correctly delivered to Bartholomews clause 6 of the Terms will apply.

11. COMPLAINTS

- 11.1 No complaints under the Terms or any contract created under or governed by them can be considered unless clear proof can be given that the seed grown and alleged to have performed unsatisfactorily was in fact the seed supplied by Bartholomews and that it was sown on suitably prepared ground, treated carefully and correctly throughout following all agronomic advice and subject only to such conditions as were likely to produce a favourable crop.

12. SAMPLING

- 12.1 Bag deliveries shall be sampled from not less than 10% of each consignment and bulk delivered from not less than ten positions in fair proportion.

13. LOOSE SMUT

- 13.1 Although every care is taken in the selection of seed it is not a condition of sale nor do Bartholomews warrant that any seed sold is free of loose smut and Bartholomews will not accept liability whatsoever for any damage, direct or consequential, which the Buyer might suffer as a result of the presence of loose smut in the seed sold.

SPECIAL

CONDITIONS OF SALE

CROP PROTECTION PRODUCTS

1. SUPPLEMENTAL

- 1.1 These Special Conditions of Sale apply to the sale of crop protection products (including, but not limited to fungicides, insecticides and herbicides) by Bartholomews. They are supplemental to Bartholomews' General Terms and Conditions of Supply ("the Terms") but, in the event of any inconsistency, these Special Conditions shall apply.

2. LIABILITY

- 2.1 Whenever a product is ordered by the Buyer under a brand name and is delivered to them by Bartholomews in the manufacturer's original packaging then under no circumstances whatsoever does Bartholomews accept any greater liability for any injury, damage and/or loss that the product may cause to the Buyer than is accepted by the manufacturers of the said product themselves. Without prejudice to the generality of the above disclaimer of liability the Buyer should note that manufacturers of goods do not normally accept any liability for injury, damage and/ or loss (save in respect of personal injury and death) arising from the use of goods manufactured by them if the use to which the goods are put is not one of those set out on their own label or in the technical instructions delivered with the said goods nor will they do so if the Buyer has failed to observe the instructions for use supplied with the goods.
- 2.2 When supplying goods under a brand name (whether such goods are manufactured by Bartholomews or by a third party) Bartholomews warrants only that such goods will be of satisfactory quality under their original description and will be fit for any particular purpose for which they have at any time been held out to be fit under that brand name. It is neither a condition nor a warranty of the Terms or any contract created under or governed by them that such goods sold under the said brand name will at all times consist of the same ingredients and/or the same proportion of ingredients. Bartholomews accepts no liability whatsoever for any injury, damage and/or loss of whatever description and whether direct or consequential which such change may cause to the Buyer to the fullest extent permitted by law.

3. RETURN OF GOODS

- 3.1 The acceptance of return of crop protection products for any reason shall in all cases be at Bartholomews' complete discretion. In no event will the return of such goods be accepted for credit unless they are returned, Bartholomews' prior permission having been obtained, in the original packaging with seals, if any, unbroken and in an undamaged condition. All goods returned for credit are subject to a handling charge of 10%.

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