

## **Frontier Farm Purchase Terms for Grain, Pulses & Oilseeds for 2024/25**

These terms and conditions apply to all farm purchase contracts for grain, pulses and oilseeds (hereinafter referred to collectively as 'goods') made between the buyer, Frontier Agriculture Ltd (hereinafter called 'the Company'), and the Seller.

Changes from previous terms are shown in *italics* to make them easily visible.

A 'Group Company' shall include any subsidiary or holding company of the Company, each as defined at section 1159 of the Companies Act 2006.

### **1.0 Contract Terms**

#### **1.1 Purchase Contract Confirmations:**

Each purchase contract, whether concluded face-to-face, by telephone, the internet, or otherwise, will be confirmed by the issue of a Purchase Contract Confirmation by the Company. Each purchase contract is subject to the terms of the Purchase Contract Confirmation and to the Frontier Farm Purchase Terms for Grain, Pulses and Oilseeds valid at the time of movement. These are emailed or posted and should be checked promptly with queries raising within 5 business days.

In the event of a discrepancy due to technical problems or clerical error, the Company shall contact the Seller to state the correct price. When informed of a discrepancy, the Seller shall either (a) confirm acceptance of the correct price, (b) request an amendment to the correct price (which may or may not be accepted by the Company in its absolute discretion) or (c) reject the correct price and cancel the Contract with no liability to either Party. A failure to notify the Company of either (a), (b) or (c) above shall be deemed an acceptance of the correct price. Failure to advise alleged errors will render the Seller liable to the confirmed details.

The following terms, including the arbitration clauses therein, also apply: -

**Grain & Pulses:** AIC Grain/Pulses No.1/21 – effective from 1<sup>st</sup> Feb 2021 - copies available on request.  
**Oilseed Rape:** FOSFA 26A (revised and effective from *1<sup>st</sup> April 2024*) - copies available on request.  
**Linseed:** FOSFA 9A (revised and effective from *1<sup>st</sup> April 2024*) - copies available on request.

In the event of contradictions, the terms of the Purchase Contract Confirmation prevail over the Frontier Farm Purchase Terms for Grain, Pulses and Oilseeds, which in turn prevail over the AIC/FOSFA contract terms.

All contracts entered by the seller online through 'MyFarm' shall be with the Company, who shall use all reasonable endeavours to ensure that all prices displayed are accurate. However, the price of the offer shall not be binding until approved by the Company prior to receiving the contract confirmation.

#### **1.2 Contract statements:**

The Company will periodically issue Contract statements to each farm account, summarising outstanding contracts for goods. The Company advises Sellers to check each statement promptly and ensure it includes all outstanding contracts, and that they have a copy of each purchase contract confirmation. Any queries should be raised within 5 business days.

### **1.3 Payment:**

This is by BACS raised 28 days from the date of delivery by self-bill invoice, unless agreed otherwise. Payment for goods is based upon the Company determined end destination analysis results.

### **1.4 Claims and rejection notification:**

For Cereals and Pulses, clause 22b of the AIC 1/21 contract is excluded and replaced by the following: *All claims will be advised by the Buyer as soon as practicable after delivery.* For Oilseed Rape the terms of the FOSFA 26A apply and for Linseed the terms of the FOSFA 9A. For loads delivered in Scotland or to Frontier Agriculture, Lowick site, moisture claims or drying charges and weight loss, will continue to be notified on the self-bill invoice document. Moisture results, where available, will also be shown on the Weight Advice document. Where the Company cannot contact the grower regarding a claim or rejection, the Company shall use its best judgement to handle the affected goods.

### **1.5 Quality allowances for deliveries into Frontier stores and third-party stores:**

The Company reserves the right to charge allowances and/or drying charges and/or cleaning charges for any load exceeding the following standards:

Malting Barley	- over 14.5% moisture or 1% admixture
Other Cereals	- over 15% moisture or 2% admixture
Pulses	- over 15% moisture or 1% admixture
Oilseeds	- over 9% moisture or 3% admixture

Conditioning charges may also apply for 'undried/unconditioned' contracts that do not require drying and for other contracts, particularly if the temperature exceeds 25°C in July/Aug, 22°C in Sept and 20°C thereafter. Details of drying, *conditioning* and cleaning charges are available on request.

### **1.6 Quantity/tolerance:**

The quantity tolerance shall be as specified in the relevant AIC or FOSFA contract but shall be **at the Company's option**. Where the quantity delivered on a contract is more than the maximum quantity permitted by the tolerance, the Company reserves the right to pay the spot market price for tonnage above the mean contract quantity.

### **1.7 Contra-payments:**

The Group Company reserves the right to set off all amounts due and owing by the Group Company to the Seller against any and all amounts payable by the Seller to the Group Company, and vice versa.

### **1.8 Buyer's call/as available:**

Buyer's call - All collections/deliveries shall be made in bulk at 'Buyer's call' unless otherwise agreed. While the Company will do their utmost to be flexible in the collection/delivery of goods, they may be restricted by limitations imposed by Consumers or shipping programmes. Therefore, if goods are not available when called for, it may not always be possible to move them in the contract period and the Company reserves the right to claim a free extension in such cases.

As available - Where 'as available' movement has been agreed, the Seller should notify the Company of availability of the contracted goods promptly once they are harvested and ready for movement. The Company will then move the goods as soon as possible within the contract period (subject to assessment of quality and the availability of fixings and haulage). If notification of availability is less than 10 full working days prior to the end of the contract period, the Company may at their option extend the Contract Movement period. If more urgent movement is required, this should be agreed on a contract-by-contract basis when the contract is agreed.

## **2.0 Quality**

### **2.1 Ownership and risk:**

Ownership and risk shall remain with the Seller until the goods are received by the Company. Goods received at end destinations from non-Company TASCSC stores will have been co-mingled, and such a load is accepted or rejected the Company reserves the right to pass on any resulting charges retrospectively.

### **2.2 Origin:**

Goods are required to have been grown in the UK unless specifically agreed otherwise at the time of trade.

### **2.3 Independent tests:**

Any request for a retest or independent analysis must be made in writing to the Company within 7 days from the delivered date, or from notification of the test result if later where a sample is available. The Seller shall be liable to the Company for any costs incurred including administration costs which will be reimbursed to the Seller if the analysis proves the load to be within contractual specification. Independent tests must be carried out by a recognised independent testing facility. It is not possible to send samples for independent testing for infestation as contaminated samples cannot be retained.

### **2.4 Changes to contract specifications:**

The Company reserves the right to change the contracted specifications if industry/UK/EU regulations change between the date of contract and the delivery date of the goods.

### **2.5 Farm sampling:**

To protect the safety of our employees and increase the accuracy of farm samples, the Company has ceased the practice of sampling grain on third party premises and will operate a collection only service. The Seller is responsible for supplying fully representative samples as soon as possible after harvest—and for notifying the Company that samples are ready for collection if they wish the Company to complete standard analysis on them. Farmer sampling instructions are available on our website at <https://www.frontierag.co.uk/grain-sampling>. To obtain a self-sample pack, please contact your Frontier farm trader.

The Seller must submit samples or sample results of the goods to be supplied against each contract to the Company on request; these samples are to fully represent the tonnage to be supplied. The Company reserves the right to extend the contract movement period or to cancel the contract with any costs incurred for the Sellers account, if samples *or sample results* are not supplied when requested.

### **2.6 Hazardous impurities:**

The supply chain has a legal responsibility to identify hazardous impurities, preventing contaminated goods entering the food/feed supply chain. The handling of contaminated goods is guided by the TASCSC Appendix 23. <https://www.agindustries.org.uk/sectors/trade-assurance-schemes/tascc-trade-assurance-scheme-for-combinable-crops/appendices.html>

### **2.7 Wheat and Barley for malting or distilling:**

Only agrochemicals endorsed by the British Beer and Pub Association may be used on either the growing crop or the stored goods. Contact the Frontier Quality Assurance department or visit <https://www.ukmalt.com/latest-bbpa-agrochemical-list-for-use-on-malting-barley/> for the current list.

## **2.8 Malting barley:**

**Moisture:** Maximum 14.5% is the standard specification for malting barley unless agreed otherwise. For any load delivered above the contractual moisture, the Company shall have the option to reject the load but will whenever possibly accept the load and claim an allowance to be agreed. The Maltsters Association of Great Britain, scale of moisture allowances, may not apply.

If the Seller is delivering **malting barley after 31st October** which may be above 14.5% moisture, they should notify the Company of this at least 2 weeks prior to the delivery month so the Company can advise them further (see also mycotoxin clauses). Any additional costs resulting from failure to notify the Company that deliveries may be above 14.5% moisture will be deducted from the Seller.

**Germination:** The domestic market requires a minimum germinative capacity of 98%, although there may be some export opportunities down to minimum 95%.

## **2.9 Oats:**

Sellers of oats are reminded of the need to manage the use of growth regulators to avoid breaching the maximum residue level for Chlormequat.

## **2.10 Milling wheat:**

Where wheat is sold for human consumption, admixture includes small grains passing through a 2.0mm slotted aperture sieve; non-wheat material remaining over a 3.5mm slotted aperture sieve; and any other miscellaneous impurities, including other cereals, broken, mouldy, diseased, discoloured or insect damaged grains.

## **2.11 Oilseed rape (OSR):**

Loads delivered direct to Crush will usually be rejected if they exceed 10% moisture and/or 4% admix. If such a load is accepted, the Company reserves the right to pass on any resulting moisture and/or admixture charge retrospectively.

For 00 OSR delivered to store, oils will be tested to British Standard BS EN ISO 10565 and reported basis 9% moisture.

**2.11.1 Glucosinolates:** The default specification for Glucosinolates in 00 OSR is as per FOSFA 26.

**2.11.2 Free Fatty Acid (FFA):** The Company reserves the right to make retrospective claims for up to 90 days following delivery on any loads found to be testing above the contract specification for FFA (which is maximum 2% of oil in seed - unless otherwise agreed), or to withhold partial payment pending FFA results.

**2.11.3 Erucic Acid:** The Company reserves the right to reject or make retrospective claims for up to 90 days following delivery on any 00 OSR loads found to be testing above the contract specification for Erucic Acid (maximum 2% of the oil in seed - unless otherwise agreed), or to withhold partial payment pending Erucic Acid results. The Company reserves the right to request pre-delivery samples prior to further movements in the event of high Erucic Acid levels being tested on deliveries from a Seller.

**2.11.4 Polycyclic Aromatic Hydrocarbons (PAHs):** All oilseed rape deliveries must comply with current UK/EU regulations with regard to the maximum permitted level of PAHs including BAP (Benzo(a)pyrene). The Company reserves the right to make retrospective claims for up to 90 days following delivery on any loads found to be testing above the legal limit for PAH-

**2.11.5 High Erucic Acid Oilseed Rape (HEAR):** The end markets for HEAR and 00 OSR are different, and **neither can tolerate any cross contamination**. The Company strongly advises Sellers to take steps to avoid any cross contamination between HEAR and double-low oilseed rape. Testing for cross-contamination takes place

after delivery and processing, meaning if a problem is identified, it is likely that a considerable tonnage may have been affected, with significant costs to be passed back to the Seller of the contaminated oilseed rape retrospectively.

### **3.0 Crop Production**

#### **3.1 Biostimulants manufactured from animal by-products:**

Some consumers do not accept deliveries of goods that have been treated with biostimulants that include hydrolysed proteins that have been derived from animal tissue or blood. The Company requires the seller to declare all goods treated with biostimulants derived from animal tissue or blood prior to sale in writing. The Company reserves the right to renegotiate any contract if such treatment is declared or proven and to claim any consequential costs and damages. Biostimulants derived from plant-based products are acceptable.

#### **3.2 Sewage sludge:**

Treated land must not be used to produce cereals for malting or distilling, or oats for milling. **The Company requires that the Seller declares prior to sale and confirms in writing if the contracted cereals have been grown on land treated with sewage sludge.** Where cereals for these end uses is found after delivery to have come from land treated with biosolids, the risk and all consequences - direct and indirect - will remain with the Seller.

#### **3.3 Genetically Modified Organisms:**

The Seller must advise the Company in writing if they have grown **any** genetically modified (GM) crops or if any **goods** sold to the Company may have been contaminated. The Seller should take adequate precautions to avoid any contact with or contamination by genetically modified organisms. The Company reserves the right to renegotiate any contract if GM contamination is declared or proven, and to claim any consequential costs and damages.

#### **3.4 Urea:**

Urea based products can still be applied but compliance is required in England with DEFRA Urea guidelines on reducing ammonia emissions from solid urea fertilisers. The guidelines are designed to minimise nitrogen losses through ammonia volatilisation from urea-based fertiliser.

#### **3.5 Glyphosate:**

The use of glyphosate as a pre-harvest desiccant on barley crops destined for malting or distilling is strongly discouraged due to the potential residue levels in the goods and the testing requirements of the end consumers. Testing takes place after delivery and processing, meaning if a problem is identified, it is likely that a considerable tonnage may have been affected, with significant costs to be passed back to the Seller of the contaminated barley retrospectively.

#### **3.6 Biosolids:**

***Some consumers do not accept deliveries of goods where biosolids have been used, whereas some consumers will accept biosolids if assured under the biosolids assurance scheme and anaerobic digestate under protocols agreed by WRAP. The Company requires the seller to declare all goods treated with biosolids prior to sale in writing.***

## **4.0 Post-Harvest Crop Management**

### **4.1 Temporary holding facilities:**

The holding of goods in temporary stores or outside holding pads must not compromise food/feed safety or crop quality. Some consumers limit the use of outside holding facilities and the Seller must check end destination requirements with the Company prior to their use.

### **4.2 Bituminous fillers:**

For the storage of oilseeds bituminous floors and bituminous fillers between concrete floor slabs should not be used; a food grade sealant should be used instead.

### **4.3 Post-harvest pesticide use:**

Our updated guidance sheet listing acceptable Insecticides, Biocides and Pesticides Approved for treating Stores and Stored Commodities (including BBPA approved agrochemicals) is available on our website at <https://www.frontierag.co.uk/images/Insecticides-and-Biocides-for-Treating-Stores-and-Stored-Commodity-June-2024.pdf>. Some Consumers do not accept goods that have been treated with diatomaceous earth (e.g. Silico-Sec) and pirimiphos-methyl. The Company requires that the Seller declare all goods treated with any diatomaceous earth prior to sale and reserves the right to adjust the contract price if additional costs or reduced value is the consequence of such treatment and the Company was not notified prior to sale.

### **4.4 Infestation:**

Infested loads are extremely expensive to deal with and will include the added cost of steam cleaning the vehicle to comply with TASCC assurance requirements. Several Consumers will only accept goods after an infestation problem where the goods have subsequently been treated professionally with an approved fumigant and have been dressed to remove insect debris. For each movement of treated goods, a clearance certificate must accompany each load. There is a 7-day withholding holding period after fumigation clearance prior to further processing.

### **4.5 Store management:**

The Company strongly advises Sellers to regularly inspect goods in store, particularly for moisture, temperature, infestation and rodent or bird intrusion. Prompt cooling and drying of goods after harvest will help maintain condition, minimise the risk of storage mycotoxins and infestation developing. Consider using the AHDB Safe Storage Time Calculator for Cereals <https://ahdb.org.uk/safe-storage-time-calculator>. The safe storage time calculator uses information entered on the moisture and temperature levels for stored grain to assess the risks from mould and mycotoxins development, loss of germination and the potential risk for attack by insects and mites.

### **4.6 Sprout Suppressants e.g. Chlorpropham (CIPC):**

Stores where sprout suppressants have been used can occasionally leave residues on the stored goods, breaching the legal maximum residue limits. CIPC is an example of a sprout suppressant used on stored potatoes and can cause cross contamination even several years after use because the chemical permeated into the fabric of the store. If in any doubt, Sellers should complete a CIPC risk assessment, which can be obtained from their Farm Assurance scheme provider, and act upon the results.

### **4.7 Allergens:**

Any possible contamination of the goods by allergens not normally associated with the goods under contract (such as soya, nuts, lupins and mustard) must be declared prior to delivery. A decision regarding acceptability

will then be made by the Company. An inspection of all loading equipment and trailers prior to loading must be made to avoid subsequent contamination from previous loads, and vehicles rejected if residues are found. For further details on allergens please refer to <https://www.food.gov.uk/document/14-allergens>

## **5.0 Transport and Deliveries**

### **5.1 Weighbridge charges:**

The Company's standard weighbridge charge is £8.25 per load, payable by the Seller.

### **5.2 Contract tonnages and capacity load charges:**

The Company's standard vehicle size is 29mt and the Company would prefer to have ex farm contracts made up in multiples of this quantity. The Company will, however, purchase other quantities, but reserves the right to make a price adjustment to reflect any higher haulage charges. The Company reserves the right to deduct a capacity load charge on any part loads, or any additional haulage costs for smaller vehicles or for split loading when a part load is loaded with another parcel to reduce capacity load charges.

For split loads, the Company reserves the option to base the payable quantity on the vehicle weighloader reading at each collection point. Where a difference exists between the sum of the weighloader reading and the final delivered weight, the difference, positive or negative, will be applied to each part of the split load pro rata.

### **5.3 Ex-farm collection addresses:**

If the actual collection point at the time of movement differs from the contract collection address the Company reserves the right to deduct any additional haulage costs incurred by changing the point of collection. For assured purchases any change of collection address must remain farm assured in the Sellers name.

### **5.4 Overweight lorries:**

All hauliers are legally obliged to comply with their legal payload limit and hauliers are instructed not to overload their vehicles; this applies equally to vehicles used for delivered purchases. Most vehicles have an on-board weighloader which will give a guide to loading where a weighbridge is not readily available. Please be aware that knowingly allowing overloaded vehicles to leave your premises could be considered as aiding and abetting the illegal operation of a vehicle and should be avoided. Overloaded vehicles may incur delay and/or additional charges or rejection at the end destination.

### **5.5 Delivered purchases:**

**5.5.1 Agricultural vehicles:** Not all end destinations accept deliveries using agricultural vehicles and the Seller should check with the Company prior to delivery. End destination terms must be adhered to.

**5.5.2 Use of third-party transport:** The Seller may only employ a haulier if they are TASCC approved and the Company must be notified prior to delivery of the haulier's name.

**5.5.3 Previous loads/trailer cleaning:** For each delivery a grower must record the trailer's three previous loads and cleaning method on a Combinable Crops Passport or consignment note. Trailers must not have carried any material listed on the 'AIC Haulage Exclusion list' or for goods listed on the 'AIC Haulage Contaminant Sensitive list' the appropriate cleaning must have been carried out. Copies of the Haulage Exclusion and Contaminant Sensitive lists are available from the AIC website <https://www.aictradeassurance.org.uk/tascc/documents/appendices/>.

**5.5.4 Deliveries into Frontier stores:** Deliveries must arrive on a trailer that is sheeted and labelled with a unique trailer ID, together with the Seller's or linked contractor's assurance membership number. Trailers must be fitted with a dust chute, ground operated sheeting system and comply with current legal operational

requirements. Company sites require high visibility clothing, safety headwear and safety footwear **as a minimum**. The Company reserves the right to refuse any vehicles that they consider are inappropriate to carry goods that are destined for the food or feed industries, e.g. unsheeted trailers, incorrect cleaning method, dirty vehicles.

**5.5.5 Deliveries into non-Frontier sites:** Ensure your drivers are aware of end receiver site rules which your drivers must comply with. Some destinations require that drivers have been inducted prior to delivery. Breaches to end receiver site rules may result in rejection of a delivery and/or banning of the delivery vehicle and driver.

**5.5.6 Personal protective equipment (PPE):** All drivers should have their own PPE. Most end destinations require high visibility clothing, safety headwear, safety footwear, safety glasses, safety gloves and the covering of limbs.

**5.5.7 Audio, video and image recording:** Any recording of audio, video or still images is not permitted on Company sites or end receivers without written prior permission. For vehicles fitted with continually recording on-board safety cameras, images must not be shared on social media or otherwise without the permission of the Company or end receiver.

**5.5.8 Converting purchases to ex-farm:** The Company reserves the option to convert delivered purchases to ex farm at an appropriate haulage discount if bookings to the contract destination are not available.

## **6.0 Legislation**

### **6.1 Mycotoxins:**

There are UK and EU **legislation** limits for mycotoxins, both field and storage, depending on the commodity end use which must be complied with. Certain end users have mycotoxin limits on the finished product therefore lower limits on unprocessed raw materials could apply and will be stated on the Sellers purchase contract.

**6.1.1 Field mycotoxins:** There is a requirement for the Seller to undertake a fusarium risk assessment for all wheat which must be recorded on the Combinable Crop Passport <https://ahdb.org.uk/mycotoxins>. The Seller is advised to make themselves aware of the latest requirements in advance of any out loading to allow sufficient time to comply with any necessary testing. The Company reserves the right to see any such risk analysis and test results.

#### **6.1.2 Storage mycotoxins – applicable for cereal deliveries after 31<sup>st</sup> October:**

- Some destinations (in particular, some maltings) will reject deliveries above 14.5% moisture.
- Some destinations will accept loads at higher moisture but will require a test certificate to confirm the parcel is below the maximum limit for Ochratoxin A.
- Some destinations will test randomly for mycotoxins on intake, at any moisture level, prior to tipping, and any resulting claims will be passed back to the Seller.
- Others will accept loads above 14.5% moisture but will assume that the Seller, by presenting the load at that moisture, is warranting the load as being within the UK and EU limits. The destination may test the load either prior to tipping or retrospectively and any resulting claims will be passed back to the seller.

**6.1.3 Manchester Gold Wheat:** All wheat deliveries must comply with the UK and EU limits for mycotoxins set for unprocessed cereals.

**6.1.4 Cereal, Pulses & Oilseeds Pools:** The Company aims to add maximum value to all tonnage committed to its marketing pools; this requires that all end destinations are considered, including food, feed and biofuel destinations. All loads destined for food destinations must comply with the UK and EU mycotoxin legislation. The Company requires that the Seller notifies it in writing if they do not want the Company to attempt to add value to their pool tonnage by delivering it to food destinations or if the Seller has parcels that are known to be above the UK or EU limits for unprocessed cereals and therefore only suitable for delivery to feed destinations.

## **6.2 Ergot:**

There are UK/EU food and feed legislation limits on cereals for ergot sclerotia (cereal & grass) and alkaloids. Certain end users have limits on the finished product, therefore lower limits on unprocessed raw materials could apply and will be stated on the Sellers purchase contract. AIC No1 Ergot limits apply unless on specified purchase contracts.

## **7.0 Farm Assurance – Red Tractor (RT) & Scottish Quality Crops (SQC)**

### **7.1 Assurance:**

The Seller must advise the Company if their assurance status changes.

When selling assured goods the Seller is responsible for:

- Ensuring they have assurance membership in their own Trading Name.
- Ensuring contractors are correctly linked to owner member assurance membership (RT only).
- Ensuring that all possible collection locations are included as 'Additional Holdings' on their assurance membership.
- Ensuring that all these collection addresses are displayed on the farm assurance websites.
- Ensuring that the assurance details confirmed on the Combinable Crops Passport are valid for the loaded goods and movement date.

Failure to do this could result in delays or rejections, with additional costs which will be deducted from the Seller.

### **7.2 Renewable Energy Directive:**

Any goods purchased as sustainable, or for delivery to a biofuel destination, must be compliant with the recast Renewable Energy Directive (REDII) 2018/2001 in all respects. The Seller of the goods must be certified as RED compliant under an EU approved voluntary scheme (such as assurance schemes Red Tractor or SQC). If the Seller is recorded as RED compliant by their assurance scheme, the Company will assume all purchases of goods are sustainable. The Seller must notify the Company in writing if any purchases made by the Company are not fully compliant under the terms of the RED; this will include if the goods are being supplied from a central store that does not have certification for RED. All OO OSR must be compliant with the recast Renewable Energy Directive in all respects, unless otherwise agreed.

### **7.3 Combinable Crops Passports (CCP):**

In England and Wales version 01/22 must be used (<https://www.frontierag.co.uk/images/Combinable-Crops-Passport-Form-2022.pdf>). In Scotland annual-coloured passports will be issued by SQC. Each load must be accompanied by a completed and signed CCP to include the appropriate Crop Assurance identification, either by sticker or print at home digital passport (RT) or pre-printed SQC passport. The collection address and postcode are required as part of the chain of custody requirement. CCPs require **all post-harvest treatments** - not just those of pesticides - to be declared; this reflects the demands from end users that post-harvest treatments with diatomaceous earth (DEs) are included. The clearance certificate must accompany the CCP where required. **Fusarium mycotoxin** risk assessment and test results must comply with the requirements of the industry at the time of collection/delivery. Information on variety(s), year of harvest and store or bin number should be completed on all parcels for food sector end uses, e.g. flour millers, maltsters, breakfast cereal manufacturers.

## **8.0 General Standards**

### **8.1 Product liability:**

The Company strongly advises Sellers to have adequate product liability insurance and advise minimum cover for £5 million.

## **8.2 Farm safety:**

Farm safety is a shared responsibility to which all must contribute, and the Company will do their best to ensure the grain collectors and hauliers are properly briefed in safety matters. It is important any areas of risk are highlighted to visitors and to the Company. Please make the Company aware of any areas of risk or access restrictions to your site, e.g. overhead power lines.

## **8.3 Modern Slavery Act 2015:**

The Modern Slavery Act 2015 applies to the Company. Agriculture has been identified as a high-risk industry for modern slavery and we take very seriously our duty to ensure our business and supply chains are free of it. The Company's Modern Slavery policy can be found on our website: [Modern Slavery Policy](#). As a supplier to the Company or Group Company, your compliance with the Modern Slavery Act 2015 is a requirement of the on-going trading relationship. The Company reserves the right to terminate the relationship with any supplier if issues of non-compliance are discovered and/or not resolved in a timely manner. For more information on the Modern Slavery Act, please visit: [www.gov.uk/government/collections/modern-slavery-bill](http://www.gov.uk/government/collections/modern-slavery-bill)

## **8.4 General Data Protection Regulation (GDPR):**

The Company complies with the General Data Protection Regulation in the way it collects, stores, and processes personal data.

## **8.5 Applicable law:**

These Conditions and any Contracts with Sellers are governed by the laws of England and Wales and in respect of all disputes arising from the Contract (save those which are to be referred to arbitration in accordance with the provisions of this Clause) the parties agree to submit to the jurisdiction of the Courts of England and Wales.

## **8.6 Anti bribery and corruption:**

Each party agrees to comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. The Company reserves the right, without prejudice and without liability to the Seller, to terminate any Contract immediately on written notice if the Seller commits any breach of the above law.

## **8.7 Food and feed fraud:**

There is an increasing concern for the integrity of food and feed within the supply chain both globally and nationally. The Company will not tolerate any intentional adulteration of goods for economic gain. If the Company becomes aware of such adulteration, we will be obliged to notify the relevant authorities. <https://www.food.gov.uk/about-us/national-food-crime-unit> Sellers may be required to participate in consumer farm visits and may need to provide access to documentation.

## **8.8 Updates to Terms and Conditions:**

The Company reserves the right to update these Terms & Conditions periodically. The current Terms and Conditions will be displayed on the Company's website at <http://www.frontierag.co.uk/terms> and any updated Conditions will be displayed with a notice that they have been updated. The Seller agrees to be bound these Conditions and any updates to these Conditions by continuing to place orders with the Company.