

# EASYINGREDIENTS LIMITED

Trading as “Easyingredients”

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## BROKER TERMS AND CONDITIONS

**Version:** 06 February 2026

These Broker Terms and Conditions (the “Terms”) govern all brokerage and intermediary services provided by Easyingredients Limited (trading as “Easyingredients”) (the “Broker”) in connection with the introduction, negotiation and arrangement of transactions for spices, herbs, seeds and related food ingredients (the “Products”).

These Terms are designed for use with both Sellers and Buyers. References to “Client” mean the Seller or the Buyer (as applicable) that engages with the Broker in relation to a proposed or agreed transaction.

### 1. Applicability, acceptance and interpretation

**1.1** These Terms apply to all enquiries, introductions, brokered contract notes, offers, orders and/or agreements (each a “Deal”) where the Broker provides services, whether communications are by email, WhatsApp, text message, telephone, meeting or otherwise.

**1.2** A Client accepts these Terms by any one or more of the following: (a) requesting or authorising the Broker to introduce, negotiate, source, place or facilitate a Deal; (b) acting on a brokered contract note or confirmation issued by the Broker; (c) signing any contract note that refers to these Terms; or (d) proceeding with a Deal after receipt of these Terms or after being directed to them.

**1.3** Any deviation from these Terms is valid only if expressly agreed in writing by the Broker.

**1.4** If there is a conflict between these Terms and any special written terms agreed by the Broker, the special written terms prevail to the extent of the conflict.

**1.5** In these Terms, “including” means “including without limitation”. References to writing include email and messaging platforms where messages are recorded.

## **2. The Broker's role (intermediary only)**

**2.1** The Broker acts as an introducer and intermediary in good faith between Seller and Buyer. The Broker is not a party to any contract for the sale and purchase of Products between Seller and Buyer (the "Sale Contract").

**2.2** The Broker does not act as agent for either party and has no authority to bind either Seller or Buyer to any contract, representation, warranty or commitment.

**2.3** The Client must not describe the Broker as "agent", "representative", "distributor" or similar and must not hold the Broker out as having authority to bind any party.

**2.4** Any Sale Contract, specifications, purchase orders, GAFTA/FOSFA/other standard forms, or other trading terms are strictly between Seller and Buyer. The Broker may pass messages, documents and variations, but does so as an intermediary only.

**2.5** Where the Broker provides a template contract note or template terms for Seller and Buyer to use, the Broker provides them for convenience only. The Seller and Buyer remain responsible for ensuring their Sale Contract is accurate, complete and appropriate for their Deal and for obtaining their own legal and regulatory advice.

## **3. Information, samples, specifications and communications**

**3.1** The Broker may relay information provided by a Seller, Buyer, laboratory, inspector, carrier or other third party. Unless the Broker expressly confirms otherwise in writing, the Broker does not verify such information and gives no warranty as to its accuracy or completeness.

**3.2** All Product descriptions, grades, specifications, crop year, certifications, test results and compliance statements are given by the Seller (or relevant third party). The Buyer is responsible for confirming fitness for purpose and acceptance of the Products.

**3.3** Any sampling plans, inspection arrangements, laboratory testing, and acceptance criteria are matters for the Seller and Buyer to agree. The Broker may coordinate logistics and exchange of documents, but is not responsible for sampling, testing, interpretation of results or regulatory outcomes.

**3.4** A Deal may be concluded and binding between Seller and Buyer by written or oral acceptance communicated through the Broker, including by phone, email or messaging platforms, if that is the practice between the parties and/or as stated in the applicable contract note.

## **4. Brokerage fees, invoicing and payment**

**4.1** The Client shall pay the Broker a brokerage fee (the “Fee”) as agreed between the Broker and that Client (or as stated in the contract note). Unless agreed otherwise, the Fee is calculated on the total contract value for the Products excluding any taxes.

**4.2** Unless otherwise agreed in writing, the Fee becomes due and payable when the Seller has received cleared funds for the relevant shipment or delivery under the Sale Contract, and the Deal has substantially performed (e.g., delivery made and accepted or documents accepted, as applicable).

**4.3** If a Deal is cancelled, not performed, or varied, the Broker will act reasonably and in good faith in determining whether the Fee (or a proportion) is due, having regard to the stage reached, the cause of cancellation, and the work performed.

**4.4** Invoices are payable within 30 days of the invoice date unless otherwise stated. Payment shall be made without set-off, deduction or withholding.

**4.5** Late payments carry interest at 1% per annum above the Bank of England base rate from time to time, accruing daily, together with reasonable recovery costs (including legal fees).

## **5. Warranties and disclaimers**

**5.1** Except where expressly stated as a written warranty signed by the Broker, the Broker provides its services on an ‘as is’ basis and gives no warranties, representations or guarantees of any kind in relation to: (a) Product quality, condition, specification, conformity, legality or fitness for purpose; (b) performance of Seller or Buyer; (c) shipping, customs clearance, port health actions, holds, sampling, testing or certification outcomes; or (d) any third-party services.

**5.2** The Client acknowledges that the Broker is not providing legal, regulatory, customs, tax, insurance or technical advice. The Client must obtain its own advice where required.

**5.3** Where the Broker passes on indicative pricing, freight, insurance or timelines, these are estimates only unless expressly agreed in writing as binding.

## **6. Limitation of liability**

**6.1** Nothing in these Terms limits or excludes liability that cannot legally be limited, including liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence.

**6.2** Subject to clause 6.1, the Broker shall not be liable to the Client (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) for: loss of profit; loss of business; loss of contracts; loss of goodwill; loss of anticipated savings; or any indirect or consequential loss.

**6.3** Subject to clause 6.1, the Broker's total aggregate liability to the Client arising out of or in connection with a Deal or these Terms shall not exceed the Fee actually paid to the Broker in respect of that Deal.

**6.4** The Client shall notify the Broker of any claim within 2 months of becoming aware (or reasonably ought to have become aware) of the events giving rise to the claim. The notice must be in writing and describe the claim in reasonable detail. If not notified within that period, the Broker shall have no liability for that event, to the fullest extent permitted by law.

**6.5** The Broker may maintain professional indemnity insurance. Any statement about insurance limits may be provided on request or may be stated on the contract note (if applicable).

## **7. Indemnities**

**7.0** The Client shall indemnify, defend and hold harmless the Broker, its officers, directors, employees and contractors against all claims, demands, damages, liabilities, costs and expenses (including legal fees) arising out of or in connection with: (a) the Client's breach of the Sale Contract or any third-party terms; (b) Product non-conformity, safety issues or regulatory non-compliance; (c) any misrepresentation (fraudulent, negligent or innocent) made by Seller, Buyer or their agents regarding the Products; and (d) the use, resale or processing of the Products by the Buyer or any downstream party.

## **8. Confidentiality and data protection**

**8.1** Each party shall keep confidential all non-public commercial information received in connection with a Deal, including pricing, supplier/buyer identities, specifications and business arrangements, and shall use such information only for the purpose of the Deal.

**8.2** Confidentiality obligations do not apply to information that: (a) is or becomes public other than through breach; (b) was lawfully known before disclosure; (c) is received from a third party without obligation; or (d) must be disclosed by law or a competent authority (provided reasonable prior notice is given where lawful).

**8.3** Where personal data is processed in connection with the Services, each party shall comply with applicable data protection laws including the UK GDPR and the Data Protection Act 2018. The Broker will process personal data only as necessary to provide the Services and for legitimate business purposes (including compliance and dispute management).

## 9. Force majeure

**9.1** The Broker shall not be in breach of these Terms, nor liable for delay or failure to perform its obligations, if such delay or failure results from events beyond its reasonable control, including (without limitation) acts of God, war, strikes, port congestion, carrier delays, government action, interruption of communications or energy supply, and failures by Seller, Buyer or third parties.

**9.2** During force majeure, the Broker may suspend performance of its obligations. If force majeure continues for more than 30 days, the Broker may terminate its services in relation to the affected Deal without liability.

## 10. Disputes and governing law

**10.1** If a dispute arises in connection with these Terms or the Broker's Services, the parties shall first attempt to resolve it in good faith by senior-level discussions.

**10.2** If not resolved within a reasonable period, the parties agree to attempt mediation in England before commencing court proceedings, unless urgent injunctive relief is required.

**10.3** These Terms and any dispute or claim (including non-contractual disputes or claims) shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## 11. General

**11.1** No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

**11.2** A waiver is effective only if in writing. A failure or delay to enforce any right is not a waiver of that right.

**11.3** If any provision is invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable; if not possible, it shall be deleted and the remaining provisions shall remain in force.

**11.4** These Terms may be updated from time to time. The version applicable to a Deal is the version provided to or referenced for the Client at the time of engagement (or, if none, the version in force when the Broker issued the contract note).