

VESTHEY FOODS INTERNATIONAL LIMITED
TERMS AND CONDITIONS OF PURCHASE

Definitions used in these Conditions can be found at clause 17

1.1 ORDERS AND CONTRACTS

1.2 Each Order constitutes an offer by the Buyer to purchase Goods from the Supplier subject to these terms. An Order may be revoked or amended by the Buyer at any time prior to the Supplier's acceptance. Acceptance of an Order by the Supplier shall take place whenever it is expressly accepted or confirmed by the Supplier in writing or by any other conduct which is consistent with acceptance. Upon acceptance, a binding contract shall exist to supply the Goods which are the subject of the Order and these terms ("Contract").

1.3 The Supplier shall sell, and the Buyer shall purchase, the Goods in accordance with the Contract and the terms of the Contract shall apply to the exclusion of any other terms and conditions of the Supplier.

1.4 No variation of these terms or any Contract shall be effective unless it is made in writing by duly authorised representatives of both parties. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.

1.5 In the event of a conflict between these terms and any specific terms and conditions on the face of the Order or otherwise forming part of the Contract, then the latter shall prevail but only to the extent that a term on the Order or otherwise in the Contract is unambiguously and expressly agreed to vary these terms.

1.6 No terms or condition endorsed upon, delivered with or contained in Supplier quotation acknowledgement or acceptance or similar document shall form part of the Contract and Supplier waives any right which it otherwise might have to rely on such terms and conditions. Use by the Buyer in relation to any order or Supplier reference number for that order shall not be or be deemed to be acceptance by Buyer of any terms and conditions of Supplier, subject to which that order was made or purported to be made.

2 DELIVERY

2.1 The Goods shall be delivered by the Supplier, or made available for collection from the Delivery Address on the date and time or within the period stated in the Order. Time of Delivery is of the essence and if there is any delay, the Buyer may, without penalty, cancel the Contract or any part of it. In the event the Buyer exercises its right to cancel the Contract, Supplier shall refund to the Buyer any deposit or pre-payment made by the Buyer and accepts that until such refund has been made, the Buyer is entitled to set-off the value of the deposit or pre-payment from any sums due from Buyer to Supplier on any account whatsoever.

2.2 In the event that Goods are delivered before the date specified in the Order then the Buyer shall be entitled at its sole discretion to either: (a) refuse to take delivery of the Goods in which case the Supplier shall store the Goods in appropriate frozen or chilled conditions free of charge until such time as the Buyer notifies the Supplier that it is able to accept delivery; or (b) charge the Supplier for insurance and storage of the Goods until the delivery date specified in the Order (such sums to be deducted in accordance with clause 6).

2.3 The Buyer may reject any over or under deliveries and shall not be required to pay for any over deliveries beyond a tolerance of 5% of the quantity specified in the Order.

2.4 The Buyer shall not be required to accept deliveries by instalment unless this is expressly agreed in the Contract. If the Goods are delivered by instalments the Contract will be treated as a single contract and shall not be severable.

2.5 The Buyer shall not be obliged to return to the Supplier or pay for any pallets, packaging or packing materials for the Goods.

3 DOCUMENTATION & LABELLING

3.1 The Supplier shall on or prior to Delivery of the Goods provide the Buyer with all documentation specified in the Order and/or required by the Incoterms referred to in the Order or any Applicable Law. This may include any of the following:

- 3.1.1 Certificate of origin of the Goods;
- 3.1.2 Packing list detailing weights, best before dates, traceability codes (including lot numbers and batch codes) and associated information;
- 3.1.3 Animal and Public Health Certification as required by the competent authorities both in the country of production and country of sale, or any country the Goods may transit, as notified by the Buyer to the Supplier in the Order;
- 3.1.4 Veterinary checks and border inspection documentation;
- 3.1.5 Any Freezing Works (or Chilling Works) Certificate;
- 3.1.6 Such customs, transit guarantees and other documents as may be required by the authorities in both the country of production and country of sale, or any country the Goods may transit, as notified by the Buyer to the Supplier in the Order;
- 3.1.7 Import licence for the Goods;

3.1.8 The shipping document required which shall be a bill of lading unless otherwise specified.

4 **ACCEPTANCE**

4.1 The Buyer shall not be deemed to have accepted any Goods unless expressly confirmed in writing by an authorised officer, employee or representative of the Buyer.

4.2 Without prejudice to clause 4.1, the Buyer shall use reasonable endeavours to promptly notify the Supplier of any Goods incorrectly delivered.

4.3 If the Goods are defective or do not comply with stated Specifications or requirements, the Buyer shall be entitled at any time after it becomes aware of the defect or non-compliance to return the Goods to the Supplier at the Supplier's expense without prejudice to any other remedy the Buyer may have.

5 **PRICE**

5.1 The price of the Goods shall be as stated in the Order. Prices shall be invoiced in the currency specified in the Order.

5.2 The price shall be exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice).

5.3 The price shall be inclusive of all charges for packaging, packing, import/export clearances, shipping, carriage, insurance, delivery, unloading and unpacking to the Delivery Address and any duties, imposts or levies other than value added tax or any other requirement of the Incoterm referred to in the Order.

5.4 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

5.5 Invoices must contain such information, and be sent to such addressee(s) and address(es) as are notified to the Supplier from time to time.

6 **TERMS OF PAYMENT**

Subject to any special terms agreed in writing between Buyer and Supplier and set out in the Order, Buyer shall pay for the goods within 60 working days of:

- (a) In the case of CIF or C & F purchases, Delivery to the Buyer of the original bill of lading for the goods and any other documents as required by the Buyer;
- (b) In the case of EXW, FAS, FOB purchases, Delivery to Buyer of copy invoice and in the case of FOB mate's receipt duly stamped and duly signed by the master of the vessel and the carrier and time for payment in any case shall not be of the essence of the Contract;
- (c) Without prejudice to any other right or remedy Buyer shall be entitled to set-off against any amount payable by the Buyer to the Supplier under the Contract, any amount owing at any time from Supplier to Buyer or the value of any claim Buyer may have against Supplier;
- (d) The Buyer shall have no liability to pay the Supplier until it has received an invoice from the Supplier that conforms to the requirements of the Order.

7 **RISK AND PROPERTY**

7.1 Unless otherwise specified in the Contract, risk of loss of or damage to the Goods shall pass to the Buyer in accordance with the Incoterms specified in the Order.

7.2 Property in the Goods shall pass to the Buyer upon Delivery, or, if earlier, when the Goods are paid for or otherwise appropriated to the Contract. The passing of property shall not prejudice any other rights of the Buyer (including rights of rejection).

8 **WARRANTIES AND LIABILITY**

8.1 Save as is expressly agreed otherwise, in addition to the terms and duties implied by law the Supplier warrants that:

8.1.1 the Goods:

- (a) are of the quality, quantity and description described in the Contract;
- (b) shall be fit for human consumption;
- (c) correspond with any relevant Specification;
- (d) are suitable for any purpose expressly or by implication made known to the Supplier;

- (e) are marked in accordance with the Buyer's instructions. Applicable Laws, and any applicable requirements of the carrier, and properly packed and secured so as to reach their destination in perfect condition.
- 8.1.2 in the supply and distribution of the Goods and the provision of information relating thereto the Supplier warrants that it will comply with the duties imposed on it by Applicable Law;
- 8.1.3 there will be no cross-contamination of the Goods by any ingredients which are not set out in the Specifications and, in particular, the Goods shall not contain any ingredients or substances which are not set out in the Specifications which are known to cause or may cause allergic reactions in humans or which are specified by any relevant Applicable Law as being required on the packaging of the Goods. The Supplier shall immediately notify the Buyer if any of the foregoing should occur or it has reasonable grounds to suspect that the same has occurred.
- 8.2 Nothing contained in these terms shall in any way limit or exclude the Supplier's obligations under common law or statute or any express warranty or condition contained in the Contract.
- 8.3 Where the Buyer discovers a defective Good in any given batch of Goods delivered at the same time, the Buyer shall be entitled to reject the entire batch. Where the Supplier, in the course of supplying the Goods, obtains an inspection report, as part of its export procedures, the conclusions in the inspection report, with regard to the condition of the Goods, shall not be binding on the Buyer who will be entitled, but not obliged, to obtain its own evidence as to the quality or condition of the Goods when exported by the Supplier.
- 8.4 Without prejudice to any other rights Buyer may have, if any of the goods are not supplied in accordance with or Supplier fails to comply with, any of the terms of the Contract, Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the goods has been accepted by Buyer:-
 - (a) To cancel the Order and terminate the Contract.
 - (b) To reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so return shall be paid forthwith by the Supplier.
 - (c) At Buyer's option, give the Supplier the opportunity at Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods.
 - (d) To refuse to accept any further deliveries of the Goods but without any liability to the Buyer.
 - (e) To claim such damages as may have been sustained in consequence of Supplier's breach or breaches of the Contract.

9 INDEMNITY

- 9.1 The Supplier shall indemnify and keep the Buyer indemnified against all sums suffered or incurred by the Buyer in respect of all and any demands, liabilities, expenses, claims (including any settlements of claims whether before or after the issue of proceedings), judgment sums (including sums arising from consent orders or judgments), damages, direct, indirect or consequential losses, costs (including legal and other professional costs) suffered or incurred by the Buyer arising out of or in connection with:
 - 9.1.1 any breach of the Contract by the Supplier, including any of these terms;
 - 9.1.2 any claim that the Goods are defective or do not conform to Applicable Law;
 - 9.1.3 any examination, withdrawal and/or recall of Goods in accordance with clause 10 (including all loss of profits on sales, rehabilitation costs, administration charges, carriage and disposal associated with such examination, withdrawal and/or product recall);
 - 9.1.4 any claim or loss, damage, injury, cost and expense awarded against or incurred or paid by the Buyer as a result of, or in connection with any claim made against the Buyer in respect of any liability, loss, damage, injury, or costs sustained by Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury or cost was caused by, relate to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure of delay in performance of the terms of the Contract by the Supplier; and
 - 9.1.5 any act or omission of the Supplier, its employees, agents or its sub-contractors and any claims made against the Buyer arising out of the same.
- 9.2 The Supplier shall maintain such insurance in respect of its liability, as a prudent insurance broker would recommend.

10 PRODUCT RECALL

- 10.1 The Supplier shall notify the Buyer immediately of any adverse results arising out of analytical, microbiological or other quality or specification checks carried out in respect of the Goods and discovered before or after their Delivery.
- 10.2 In the event that at the requirement, instruction, instigation, recommendation or suggestion of any governmental or regulatory body (whether local or national) or a customer of the Buyer and/or if in the reasonable opinion of the Buyer the Goods should be withdrawn from sale, the Supplier shall immediately provide all assistance required by the Buyer in respect of such investigation or recall. The Buyer shall handle complaints in the first instance but the Supplier shall

nevertheless maintain in force a crisis management procedure to provide to the Buyer such assistance as the Buyer may request in order to deal with any such complaints.

- 10.3 The Buyer shall be entitled to require the Supplier to maintain in force product recall liability insurance for the joint benefit of the Supplier and the Buyer in such sum as the Buyer may reasonably require. If so requested by the Buyer the Supplier shall procure that the Buyer's interest in such insurance be noted on the policy. Alternatively, the Buyer shall be entitled to maintain in force product recall liability insurance for the joint benefit of the Supplier and the Buyer in such sum as the Buyer shall reasonably require and to re-charge to the Supplier such proportion of the insurance premium as the Buyer deems appropriate.

11 ANTI-BRIBERY COMPLIANCE

- 11.1.1 The Supplier shall ensure that it, its employees, agents and sub-contractors comply with the requirements of the Bribery Act 2010 and any related guidance issued pursuant to that Act or, where the Supplier is domiciled other than in the United Kingdom, any similar or equivalent statute that applies to the Supplier's jurisdiction.
- 11.2 The Supplier shall ensure that any person associated with it in connection with this Agreement does so on the basis of a written contract which imposes terms equivalent to those imposed on the Supplier in this clause 11.1.1 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

12 ANTI-SLAVERY AND HUMAN TRAFFICKING COMPLIANCE

- 12.1 The Supplier shall:
- 12.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - 1.1.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance with its obligations under clause 1.1.1;
 - 12.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 12.1.4 ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 12.2 The Supplier represents and warrants that:
- 12.2.1 neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (a) has been convicted of any offence involving slavery and human trafficking; and
 - (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 12.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 12.4 The Supplier shall notify Vestey as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 12.5 The Supplier shall implement annual audits of its compliance with the Anti-slavery Policy, either directly or through a third party auditor.
- 12.6 The Supplier shall indemnify Vestey against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Vestey as a result of any breach of Anti-slavery Policy.
- 12.7 Vestey may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 12.

13 TERMINATION

- 13.1 Without affecting any other rights and remedies it may have, the Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods by giving notice to the Supplier at any time prior to Delivery without liability to the Supplier.
- 13.2 Without affecting any other rights and remedies it may have, the Buyer shall be entitled to terminate the Contract immediately without liability to the Supplier by giving written notice to the Supplier at any time if the Supplier:
- 13.2.1 is in breach of any provision of, or purports to cancel the Contract;
 - 13.2.2 has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Supplier is incorporated, resident or carries on business;

13.2.3 is subject to a change of control (including any change of control which results from one or more persons acting in concert) and in this clause "control" shall have the meaning given to it by s840 Income and Corporation Taxes Act 1988,

and in any other circumstances provided for in the Contract.

13.3 Any termination howsoever caused shall not affect:

13.3.1 any right or liabilities which have accrued prior to the time of termination;

13.3.2 the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination including clauses 8 (Warranties & Liability), 9 (Indemnity) and 14 (IP & Confidentiality);

13.3.3 Upon termination however caused the Supplier shall immediately return any Specifications supplied by the Buyer and any other information or materials in its possession or under its control which belong to or were supplied by the Buyer, including any Confidential Information of the Buyer.

14 **IP & CONFIDENTIALITY**

14.1 Any Specifications and other materials provided by the Buyer and all Intellectual Property Rights in or arising out of the same shall vest in and remain at all times the property of the Buyer.

14.2 Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any Confidential Information of the other party, except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such.

14.3 The Supplier shall not publicise or disclose the existence or content of any Order or Contract, nor its relationship with the Buyer, without the prior written agreement of the Buyer.

14.4 The Supplier shall not use any packaging materials supplied to it by the Buyer except for the purpose of packaging the Goods referred to in the Order. The Supplier shall not use the Buyer's packaging materials in relation to the supply of Goods to other buyers.

15 **GENERAL**

15.1 The Buyer may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder, or sub-contract any or all of its obligations hereunder.

15.2 The Supplier shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations hereunder, nor purport to do so, nor sub-contract any or all of its obligations hereunder.

15.3 The Supplier warrants that at all times it acts as principal and not as the agent of any third party.

15.4 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection herewith or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.

15.5 If the whole or any part of any clause(s) are invalid or unenforceable the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. Any such invalidity or enforceability shall not affect the validity or enforceability of any other provision.

15.6 Save as expressly provided herein, the rights and remedies provided by these terms are cumulative and (subject as otherwise provided in these terms) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.

16 **LAW AND JURISDICTION**

(a) Except as specifically provided elsewhere herein, English law shall apply to the terms and conditions hereof and English law shall also be applied in interpreting the terms and conditions hereof.

(b) Jurisdiction

Save as stated below, all disputes between Buyer and Supplier as shall be brought before the High Court in England and no other court shall have jurisdiction with regard to any sanctions.

(c) Nothing in these terms and conditions shall affect or prejudice the right of the Buyer to take action in accordance the law of any country or state to bring a claim or enforce a lien or to obtain security by seizure, attachment or arrest of assets from any amounts payable to the Buyer under the Contract.

17 **INTERPRETATION**

17.1 In these terms, the following expressions shall have the following meanings:

Applicable Law	all statutes, laws, statutory instruments, bye-laws enactments, orders, rules, regulation or other similar instruments having the force of law in the territory where the Goods are supplied, where they will be delivered, or any country the Goods will transit, together with the other requirements, standards, codes, specifications and conditions of any relevant competent authority;
Business Day	a day other than a Saturday or Sunday or public holiday in England and Wales;
Buyer	Vestey Foods International Limited (registered no 07343306) whose registered office is at 29 Ullswater Crescent, Coulsdon, Surrey, CR5 2HR;
Buyer's Group	the Buyer and its ultimate holding company and any direct or indirect subsidiary of such holding company and "holding company" and "subsidiary" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006;
Confidential Information	any information relating to a party's (or any of its associated companies') business(es), which is not in the public domain or already in the possession of the receiving party;
Contract	each agreement for the supply of Goods, as referred to in clause 1.2, which is subject to these terms;
Delivery	delivery of the Goods as more particularly described in clause 2.1;
Delivery Address	the delivery address specified in the Contract, or if none, any other address required by the Buyer;
Goods	the meat, fish and/or poultry products and any other products described in the Contract;
Incoterms	means the International Rules of the Interpretation of Trade Terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires any term or expression which is defined or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions.
Intellectual Property Rights	means all patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind;
Order	the Buyer's purchase order for the Goods as referred to in clause 1.2 which is subject to these terms;
Supplier	the person to whom the Order is addressed, unless otherwise stated in the Contract;
Specification	the specification of the Goods being purchased including any samples or other information relating to them;

17.2 References to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision.

17.3 The headings in these terms are for ease of reference only and shall not in any way affect their construction or interpretation.

17.4 Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa and reference to a person shall include an individual, partnership, body corporate and unincorporated association.

17.5 References to any party shall include its personal representatives lawful successor in title and permitted assigns.

The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.