

TERMS OF PURCHASE

1. In these Conditions:

- Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 30.
- Contract:** the contract between SG and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.
- Delivery Date:** the delivery date specified in the Order.
- Delivery Location:** the address for delivery of Goods as set out in the Order.
- Goods:** the goods (or any part of them) set out in the Order.
- IMTA Terms:** the terms and conditions of trade of The International Meat Trade Association (**IMTA**) in force from time to time, as set out at www.imta-uk.org.
- Order:** SG's order for the Goods, as set out in SG's purchase confirmation form.
- SG:** Stanley Gibson Limited (company number: 03251586).
- Specification:** any specification for the Goods that is agreed in writing by SG and the Supplier.
- Supplier:** the person or firm from whom SG purchases the Goods.
- Writing:** includes fax and email, but not text messages or other forms of electronic communication.

2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute.
3. The Conditions are deemed to incorporate the IMTA Terms, save to the extent that the IMTA Terms are amended by these Conditions. In the event of a conflict between the IMTA Terms and the Conditions, the Conditions shall apply.
4. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
5. The Order constitutes an offer by SG to purchase the Goods in accordance with these Conditions.
6. The Order shall be deemed to be accepted on the earlier of:
- the Supplier issuing a written acceptance of the Order; and
 - the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
7. The Supplier shall ensure that the Goods shall:
- correspond with their description and any applicable Specification;
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by SG expressly or by implication, and in this respect SG relies on the Supplier's skill and judgement; and

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- c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
8. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
9. The Supplier shall ensure that:
 - a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - b) each delivery of the Goods is accompanied by a delivery note / CMR which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered, and any other documents as reasonably required by SG.
10. The Supplier shall deliver the Goods on the Delivery Date at the Delivery Location.
11. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
12. The Supplier shall not deliver the Goods in instalments without SG's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle SG to the remedies set out in clause 13.
13. If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 7, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, SG may exercise any one or more of the following remedies:
 - a) to terminate the Contract;
 - b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - e) to recover from the Supplier any costs incurred by SG in obtaining substitute goods from a third party; or
 - f) to claim damages for any other costs, loss or expenses incurred by SG which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
14. These Conditions shall apply to any replacement Goods supplied by the Supplier.
15. SG's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
16. Title and risk in the Goods shall pass to SG on completion of delivery.
17. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

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18. The price of the Goods:
 - a) excludes amounts in respect of value added tax (VAT), which SG shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - b) includes the costs of packaging, insurance and carriage of the Goods, if sold on a delivered basis.
19. No extra charges shall be effective unless agreed in writing with SG.
20. The Supplier may invoice SG for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Supplier's VAT registration number and any supporting documents that SG may reasonably require.
21. SG may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to SG against any liability of SG to the Supplier.
22. The Supplier shall keep SG indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by SG as a result of or in connection with:
 - a) any claim made against SG for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - b) any claim made against SG by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - c) any claim made against SG by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
23. Clause 22 shall survive termination of the Contract.
24. During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on SG's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
25. SG may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. SG shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
26. Without limiting its other rights or remedies, SG may terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - a) the Supplier commits a material breach of any term of the Contract and (if such a breach is

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- remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - e) the Supplier's financial position deteriorates to such an extent that in SG's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
27. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
28. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.
29. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.
30. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by SG.
31. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
32. If any provision or part-provision of the Contract 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 deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
33. A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address or email address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
34. No one other than a party to the Contract shall have any right to enforce any of its terms.
35. The Contract shall be governed by the laws of England and Wales, and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.