

TERMS OF SALES

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 31.
- Contract:** the contract between SG and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- Customer:** the person, entity or firm which purchases the Goods from SG.
- Delivery Location:** the address for delivery or collection of the Goods, as set out in clause 10.
- Force Majeure Event:** an event or circumstance beyond a party's reasonable control.
- 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:** the Customer's order for the Goods.
- SG:** Stanley Gibson Limited (company number: 03251586).
- Specification:** any specification for the Goods that is agreed in writing by SG and the Customer.
- 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 Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
5. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
6. The Order shall be deemed to be accepted on SG issuing a written acceptance / confirmation of the Order through its sales confirmation form, at which point the Contract shall come into existence.
7. A quotation for the Goods given by SG shall not constitute an offer.
8. SG reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

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9. SG shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
10. Depending on the shipment method specified in SG's sales confirmation form, either:
 - a. SG shall deliver the Goods to the location specified or such other location as the parties may agree in writing; or
 - b. the Customer shall collect the Goods from SG's premises or such other location as may be advised by SG prior to delivery, and the **Delivery Location** shall be construed accordingly.
11. Delivery is completed on the completion of unloading or loading (as applicable) of the Goods at the Delivery Location.
12. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. SG shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide SG with adequate delivery instructions.
13. If SG fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. SG shall have no liability for any failure to deliver the Goods to the extent such failure is caused by a Force Majeure Event or the Customer's failure to provide SG with adequate delivery instructions.
14. If the Customer fails to take delivery of the Goods or the Customer fails to give SG adequate delivery instructions at the time stated for delivery (otherwise than by reason of beyond the Customer's control) then, without limiting any other right or remedy available to SG, SG may:
 - a. deem delivery of the Goods to have been completed at 9.00 am on the Business Day after the day on which SG notified the Customer that the Goods were ready;
 - b. store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
 - c. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for an excess over the price under the Contract or charge the Customer any shortfall below the price under the Contract.
15. The risk in the Goods shall pass to the Customer on completion of delivery.
16. Title to the Goods shall not pass to the Customer until SG receives payment in full (in cash or cleared funds) for the Goods. Until such time as title passes to the Customer the Customer shall hold the Goods in a fiduciary capacity for SG.
17. The price of the Goods shall be the price set out in SG's order confirmation form.
18. The price of the Goods excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to SG at the prevailing rate, subject to the receipt of a valid VAT invoice.
19. SG may invoice the Customer for the Goods on or at any time after the completion of delivery, unless a proforma invoice has been previously agreed.
20. The Customer shall pay the invoice in full and in cleared funds within 30 days of the date

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of the invoice (unless otherwise agreed by SG). Payment shall be made to the bank account nominated by SG. Time for payment is of the essence.

21. If the Customer fails to make any payment due to SG under the Contract, then SG can (without limiting any other right or remedy available to SG):
 - a. cancel the contract or suspend any further deliveries to the Customer; or
 - b. charge the Customer interest on the overdue amount at the rate of 2% per month above HSBC's Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
22. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). SG may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by SG to the Customer.
23. Without limiting its other rights or remedies, SG may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - b. the Customer 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 Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d. the Customer's financial position deteriorates to such an extent that in SG's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
24. On termination of the Contract for any reason the Customer shall immediately pay to SG all of SG's outstanding unpaid invoices and any interest payable pursuant to clause 21.b.
25. Clauses that expressly or by implication are intended to come into or continue in force on or after termination shall remain in full force and effect.
26. Except for in the case of death or personal injury caused by SG's negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 and any matter in respect of which it would be unlawful for SG to exclude or restrict liability, SG shall not be liable whatsoever to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.
27. SG's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 10% of the price of the Goods.
28. SG may at any time assign, transfer, subcontract or deal in any other manner with all or any of

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its rights or obligations under the Contract.

29. The Customer may not assign, transfer, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of SG.
30. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
31. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
32. 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.
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 this Contract shall have any right to enforce any of its terms.
35. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
36. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.