



BANHAM POULTRY (2018) LTD

Standard Terms and Conditions of Purchase for Goods and Services

1. INTERPRETATION

In these Conditions:

"We/Us/Our" means Banham Poultry (2018) Ltd (Company No. 11606211) and whose registered office is at 2nd Floor, Colmore Court, 9 Colmore Row, Birmingham, B3 2BJ;

"Conditions" means these terms and conditions of purchase;

Confidential Information: means all information in whatever form disclosed directly or indirectly by Us to You or which comes to Your attention or into Your possession, (howsoever arising) including but not limited to any such information relating to Us, the existence and subject matter of this Contract any Specification We supply or You produce specifically for Us and any information that would be regarded as confidential by a reasonable business person relating to Our business and operations or derived from such Confidential Information;

"Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services formed by these Conditions and any subsequent Order;

"End Use" means as set out in the HMRC Notice 3001: Customs Special Procedures for the Union Customs Code (as amended or superseded from time to time).

"Delivery Address" means Our address stated on the Order as may be amended by Us from time to time upon notice to You;

"Goods" means the goods (including any installment of the goods or any part of them) described in the Order;

"Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up and packaging, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, recipes, specifications, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Materials" has the meaning given in clause 3.3;

"Order" means Our purchase order including (without limitation) any placed by electronic means;

"Policies" means all of Our policies copies of which are available on request, including (without limitation), those relating to health and safety, bio-security and site security;

"Price" has the meaning given in clause 4.1;

"Product Recall" has the meaning given in clause 10.2;

"Recalled Goods" means all Goods that are the subject of a Product Recall;

"Representative(s)" means the employees, agents, officers, advisers and other authorised representatives of Us or of You, as applicable;

"Services" means the services (if any) described in the Order;

"Specification" includes any plans, drawings, diagrams, patterns, data or other information which are provided or agreed by Us relating to the Goods or Services;

"Wastage" means Goods that become unfit for sale (and/or use) subsequent to them being delivered;

"Writing" includes (without limitation) electronic and any other comparable means of communication (but not facsimile transmission); and

"You/Your" means the person or company that has accepted these Conditions and any related person or Company described as the seller in the Order.

2. BASIS OF PURCHASE

2.1 Subject to clause 2.4, the Order constitutes an offer by Us to purchase the Goods and/or acquire the Services subject to these Conditions. Save as set out in an Order accepted by You on these Conditions or as otherwise agreed by Us in Writing, nothing in this Contract shall place any commitment upon Us to order any Goods or Services from You. Any forecasts or estimates given by Us shall be non-binding. Nothing in this Contract shall confer any exclusivity of supply on You.

2.2 Unless agreed otherwise in Writing, the Order must be unconditionally accepted by You within 48 hours of the date of the Order, otherwise, unless the Order is in respect of Goods which are on auto-replenishment, the Order may be deemed (at Our option alone) to have automatically lapsed. Acceptance shall be by communication in Writing received by Us from You or, in the case of auto-replenishment, delivery in accordance with the Order.

2.3 These Conditions including (without limitation) any special or standard terms stated in Our Order are the only terms and conditions which shall apply to the Contract and any Order that precedes it and shall apply to the entire exclusion of all other terms and conditions, whether express or implied (save for those implied terms that cannot be excluded at law). You accept that

Your terms and conditions of business shall not apply to this Contract or to any Order under it in any circumstances, irrespective of how and when You purport to incorporate those terms and conditions.

2.4 Your subsequent commencement of any work, or Your delivery in response to an Order, shall constitute Your unconditional acceptance of these Conditions.

2.5 We shall only be bound by an Order if it is issued by one of Our Representatives.

2.6 No variation to the Contract, these Conditions or to any Order shall be binding unless agreed in advance and signed in Writing between Our Representatives.

3. SPECIFICATIONS AND TOOLING

3.1 The quantity, quality and description of the Goods and the Services shall, subject to these Conditions, be as specified in the Order and/or in any applicable Specification We supply to You or agree in Writing with You. You shall allow Us to inspect and test any Goods during manufacture, processing or storage at Your premises or any third party's premises prior to delivery. If as a result of such inspection or testing, We believe that the Goods will not comply with the Contract, including the Specification, on delivery, You will immediately take any such steps as are necessary to ensure such compliance. Notwithstanding any such inspection or testing, You shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect Your obligations under the Contract

3.2 All Specifications We supply (or are supplied on Our behalf) or You specifically produce for Us, including all Intellectual Property Rights in respect thereof, together with all copies made by You (or for You) are (or shall become on the issue of Our Order) Our sole and exclusive property and shall be returned carriage paid to Us in good condition upon the completion or termination of the Contract for any reason and otherwise upon Our request. You shall not disclose to any third-party or use any such Specification except to the extent necessary to perform Your obligations under the Contract.

3.3 All tools, plates or other materials We supply or pay for (the "Materials") are Our exclusive property and You shall not use them (or permit them to be used) for any purpose other than the performance of Your obligations under this Contract. On

termination of the Contract, all Materials shall be returned to Us at Your cost. No Materials shall be scrapped or otherwise disposed of without Our prior consent in Writing. In the event that the Materials suffer loss or damage You shall, at Our discretion and without prejudice to any other right or remedy available to Us: (a) repair or replace the Materials free of charge; or (b) refund to Us the price of the Materials.

4. PRICE OF THE GOODS AND SERVICES

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise stated, shall be exclusive of any applicable value added tax ("VAT") (which shall be payable by Us subject to receipt of a correctly constituted VAT invoice) but otherwise inclusive of all other charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, levies and taxes other than VAT which may apply from time to time to the supply of any Goods and whether or not the same are in force as at the date of any Order.

4.2 The Price is the only amount payable by Us in respect of the supply of the Goods and Services by You and is deemed inclusive of all costs and expenses which You may incur from time to time relating to or in connection with the execution and performance of each Contract. No increase in the Price may be made for any reason without Our prior consent in Writing.

4.3 You warrant, represent and undertake that the Price for the Goods and/or Services is equal to or less than the price at which You sell those or similar Goods or Services to any third parties. If We discover (or reasonably believe) that You are selling those or similar Goods or Services to a third-party at a price lower than the Price, We shall notify You in Writing. Within 7 days of such notice, You must notify Us in Writing whether or not You shall lower Our Price to be equal to or less than Your lowest price for the Goods or Services in which case You shall immediately provide Us with a refund of any monies already paid to the extent that the revised Price is lower than the previous Price. If you do not agree to lower the Price as above or fail to provide Us with notice in Writing as above, We shall be entitled to terminate this Contract as if for Your breach.

4.5 We may charge You or debit from any money due from Us to You an amount equal to the cost of Goods where there is Wastage

and where such Wastage is due to Your negligence or default.

4.6 For the purposes of clause 4.4, the factors which will amount to negligence or default on Your part shall include, but are not limited to: (a) Your failure to comply with Our requirements as to quality control ; or (b) Your failure to comply with the Specification or Our requirements as to quantity; (c) Your failure to notify Us of a change to a Specification; or (d) delivery by You of the Goods : (i) which do not comply with the warranties in clause 8; (ii) which contain substances or possess any quality or attribute which, in our reasonable opinion is actually or potentially harmful to consumers or renders re-sale of the Goods commercially unviable; (iii) in respect of which there is a defect in materials or workmanship of a specific type that occurs or recurs in any Goods and that impairs the function, operation or safety of such Goods.

5. TERMS OF PAYMENT

5.1 You shall be entitled to invoice Us on or at any time after delivery of the Goods or upon completion of the Services (as appropriate). Each invoice shall quote Our Order number.

5.2 Unless otherwise stated in the Order, and subject to clause 5.4, 5.5 and 5.6 below, We shall pay the Price of the Goods and the Services on Our first working day following the end of the third month following receipt of a correctly constituted VAT invoice or, if later, upon Our acceptance of the Goods or Services in question.

5.3 If any sum payable under this Contract is not paid when due, except where any such sum is disputed by Us in good faith, that sum will bear interest from the day after the due date until payment is made in full both before and after any judgment, at 1 per cent per annum over Barclays Bank plc base rate from time to time. The parties agree that this clause 5.3 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

5.4 if We pay the relevant invoice on or before the due date for payment We shall pay the Price in accordance with clause 5.2 above less a deduction by way of prompt

- settlement discount of 3% of the Price as stated in the Order (i.e. the Price before any rebates, discounts or any other deductions of any kind are taken into account).
- 5.5 Where You have notified Us that You do not wish clause 5.4 to apply, You agree that in these circumstances clause 5.2 shall be amended such that We shall pay the Price of the Goods and Services within 75 days following receipt of a correctly constituted VAT invoice or, if later, upon Our acceptance of the Goods or Services in question.
- 5.6 We shall be entitled to delay payment to You by up to 14 days where Your invoice falls due for payment at or around the end of any quarter of Our financial year. Any delay in payment in accordance with this clause 5.6 shall not constitute late payment.
- 5.7 We shall be entitled to offset all monies due from You to Us in whole or in part against the Price.
- 6. DELIVERY AND PACKAGING**
- 6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order during Our usual business hours (unless We instruct You otherwise). Where no date or any period is specified in the Order, delivery or performance shall be within a reasonable time of receipt of the Order and You shall give us reasonable prior written notice of such delivery date.
- 6.2 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.3 Subject always to clause 9.1, if the Goods are to be delivered, or the Services are to be performed, by installments, the Contract shall be treated as a single contract and not severable.
- 6.4 Goods or Services or the product of them shall not be deemed accepted (notwithstanding any payment therefor) until We have had a reasonable time to inspect them following delivery or, if later, until a reasonable time after any latent defect in the Goods has become apparent.
- 6.5 The signature of any of Our Representatives on any delivery note or similar documentation for Goods shall be evidence only of the number of packages/pallets or other visible amounts of Goods received.
- 6.6 You shall supply Us in good time with all requirements and any other information required to enable Us to accept delivery of the Goods or performance of the Services.
- 6.7 You shall pack all Goods properly and securely and so as to protect against damage and deterioration so that they reach their destination in an undamaged condition and You shall be responsible for complying with any requirements of the carrier and Us, including ascertaining any special delivery requirements, booking in of delivery in advance, and the hours in which delivery is possible. We shall not be obliged to return to You any packaging or packing materials for the Goods, whether or not We accept any Goods. Any such packaging or packing materials returned to You shall be returned at Your risk and expense.
- 6.8 You shall comply with Our reasonable instructions, including as to the marking of Goods, but in any event You shall be responsible for compliance with all applicable regulations and other legal requirements concerning the manufacture, marking/labelling, packaging, packing, carriage and delivery of the Goods (including those relating to hazardous Goods) and the performance of the Services. You shall provide such evidence and confirmation of compliance and You will co-operate with and assist Us as is necessary or as We request to enable Us to comply with any such legal or regulatory obligations applicable to Us.
- 6.9 On any termination, expiry or completion of the Contract, You shall remove or procure the removal of any name, trade mark, or packaging or label which is recognisable as similar in whole or in part to the appearance of any name, trade mark, packaging or label of Ours or of any of Our products and which could identify or refer to Us, before any Goods intended for use by Us are re-used or sold to a third party.
- 7. RISK AND PROPERTY**
- 7.1 Property (with full title guarantee) in the Goods shall pass to Us upon delivery.
- 7.2 Risk in the Goods shall pass to Us after the Goods have been delivered, unpacked, checked and accepted by Us in accordance with the Contract.
- 7.3 Services shall be performed, and any product thereof shall be, at Your risk until the Services are completed in accordance with the Contract and accepted by Us.
- 8. WARRANTIES AND LIABILITY**
- 8.1 You warrant, represent and undertake to Us that the Goods: (a) shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose which would be reasonably expected having regard to the nature of the Goods and the use intended by Us or held out by You or made known to You by Us before or when the Order is placed; (b) shall be free from defects in design, material and workmanship and shall remain so for a reasonable period (bearing in mind the nature of the Goods and the purposes for which goods of that type are normally used); (c) shall correspond with any relevant Specification, sample or description; (d) shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of the Goods; and (e) will wherever applicable, operate or perform accurately, without interruption, without any unexpected change in performance and without requiring any remedial work or replacement as a result of any changes in any date or term.
- 8.2 You warrant, represent and undertake to Us that the Services shall (a) be performed by appropriately qualified, trained and experienced personnel, with due care and diligence and to the high standard of quality that a prudent, experienced and diligent provider of services of substantially the same nature as the Services would employ and to the high standard of quality that it is reasonable for Us to expect in the circumstances; and (b) correspond with any relevant Specification, description or statement of work.
- 8.3 You warrant, represent and undertake to Us that: (a) in providing any Goods and/or Services You shall comply with all statutory requirements, implied terms, regulations, codes of practice and good industry practice relating to the Goods and/or Services generally, the sale and supply of the Goods and/or Services and the performance of the Contract, including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 (each as amended or superseded from time to time); (b) You shall observe and comply with Our Policies in Your provision of the Goods and Services and it shall be Your obligation to obtain details of all relevant Policies; (c) without prejudice to the generality of clause 8.3(b), You shall observe and comply with Our Supplier Sustainability Code of Practice (as amended from time to time); (d) You shall observe and comply with any Service Level Agreement agreed between You and Us from time to time; (e)

You have full capacity, power and authority and all licenses and accreditations necessary to enter into and perform this Contract fully in accordance with its terms; and (f) You shall not do or fail to do anything which may reflect unfavourably on Us or in any way harm Our reputation or Our business.

8.4 Without prejudice to any other remedy We may have, if any Goods or Services are not supplied or performed in accordance with the Contract, then We shall be entitled to: (a) reject any Goods or Services in whole or in part; or (b) require You to repair, replace, reinstate, re-perform or otherwise remedy the Goods or Services so that they conform with the Contract within 7 days of Our request. If You do not carry out any actions as requested by Us under this clause 8.4(b) then We shall be entitled to carry out such action at Your sole cost; or (c) at Our sole option, and without prejudice to any exercise of this clause 8.4(a) or (b) above, to treat the Contract as discharged by Your breach and require the repayment of any part of the Price which has been paid in relation to those Goods or Services. If We reject any Goods, We shall give You notice of rejection and You shall immediately collect the Goods and if You fail to do so at all or within a reasonable time, We shall be entitled to return the Goods to You at Your risk, or to destroy the Goods, at Your expense.

8.5 You acknowledge that We place particular reliance upon this Contract and in addition to any other remedy available to Us, and subject to clause 10.5, You irrevocably and unconditionally agree to indemnify Us and keep Us indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including but not limited to any legal expenses and any reimbursement or compensation costs) and other professional advisers' fees to the extent that the same result directly or indirectly from the following: (a) a breach of any warranty given by You in relation to the Goods or Services in this Contract or any other breach by You of this Contract; (b) any claim that the Goods or the products of the Services or their use, importation or resale infringe any Intellectual Property Rights of another person, except to the extent that the claim arises from compliance with any Specification supplied by Us; (c) any liability under the Consumer Protection Act 1987 (as amended or superseded from time to time) or any other relevant legislation in respect of the Goods that is attributable to You; (d) any negligence, act or omission of You in supplying, delivering or installing the Goods

or in connection with the performance of the Services; (e) any failure to remove all labeling identifying or referring to Us on any Goods referred to in clause 6.9; and (f) any complaints in respect of the Goods where such complaints are attributable to You and We have provided You with details of such complaints and any relevant samples or foreign bodies in Our possession.

8.6 We shall have no liability to You whether in contract, tort (including negligence) or otherwise for any loss of profit, loss of goodwill, loss of data, loss of anticipated savings (even when advised of the same) or any indirect or consequential loss. Subject always to the foregoing, Our maximum aggregate liability under any circumstances in relation to each Order, shall be limited to the greater of the Price attributable to that Order or £250,000, but, for the avoidance of doubt, nothing in these Conditions is intended to limit or exclude liability which cannot be limited or excluded at law.

9. TERMINATION AND FORCE MAJEURE

9.1 We shall be entitled to cancel the Order without liability to You in respect of all or part of the Goods and/or the Services by giving notice to You at any time prior to: (a) delivery; or (b) Your acceptance of the Order in Writing, or cancel the Contract without liability to You by giving notice to You.

9.2 Without prejudice to any other remedy We may have, We shall be entitled to terminate the Contract immediately without liability to You by giving You notice of termination at any time if: (a) You are in breach of this Contract and (in the case of a breach capable of remedy), You fail to remedy the breach within 14 days of the date of Our notice to You giving details of the breach and requiring it to be remedied by You; (b) You make any voluntary arrangement with Your creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) You become bankrupt or (being a company) You become subject to an administration order or go into liquidation (either voluntary or compulsory) (other than for the purpose of amalgamation or reconstruction); (c) an encumbrancer takes possession, or a receiver is appointed, over any of Your property or assets; (d) You cease, or threaten to cease, to carry on business; (e) You undergo a change of control of Your business; or (f) We reasonably believe that any of the events mentioned above is about to occur and We notify You in Writing.

9.3 Termination of this Contract shall not prejudice the rights and liabilities of either

party which accrued prior to such termination or arise as a result of such termination. Any provisions of this Contract that are expressed to survive (or implicitly survive by their very nature) shall survive termination of this Contract (for any reason).

9.4 We shall not be liable for any interruption, suspension, delay or restriction in Our performance or inability of Us to perform any obligation due to, or any loss or damage occasioned by any cause arising from or attributable to, acts, events, omissions or accidents beyond Our reasonable control including, but not limited to, acts of God, strikes, lock-outs, shortage of labour or any other labour trouble, shortage of power or materials or malicious damage ("Force Majeure"). In any such case, any relevant Order shall be suspended during such event of Force Majeure and shall again become operative upon the termination of such event provided that to meet any altered circumstances occasioned by such event We may make such variations to the terms of this Contract (as are reasonable in Our opinion) and if You do not agree to them, or if the event of Force Majeure continues for a period of four (4) weeks or more, without prejudice to any accrued rights We may have, We may immediately cancel the affected Order(s) so far as it remains unperformed and, at Our discretion, the Contract, but shall pay a proportionate part of the quoted price for the Services already performed and the Goods already supplied. This clause 9.4 sets out Our entire liability in respect of a Force Majeure event suffered by Us and any termination by Us as a result thereof.

10. PRODUCT RECALL

10.1 You shall immediately notify Us in Writing (providing all relevant details) if You are aware that there may be or discover at any time that there is: (a) any defect in any Goods and/or Services which have been delivered to Us at any time; (b) any error or omission in the instructions for the use and/or assembly of the Goods; or (c) a risk that You or We may suffer any incident that may damage Our reputation or that of any of Our brands, whether or not any such defect, error, omission or incident represents a breach of this Contract, and whether or not any such defect, error, omission or incident has caused, is causing or may cause any risk of death, injury, damage to property or loss of reputation.

10.2 If You so notify Us in accordance with clause 10.1, or We otherwise discover that

- an event given in clause 10.1 has occurred or is likely to occur and We reasonably conclude that the event has caused, is causing or may cause any risk of death, injury or damage to Our or Our customers' or any third party's property or reputation, then, without prejudice to any other remedy We may have, We may at Our absolute discretion and/or at Our customers' request and in any event at Your sole cost: (a) recall any relevant Goods and/or any other products into which any such Goods have been incorporated and already sold and/or distributed by Us ("Recalled Goods") and require You to pay Us or credit to Us Our selling price, or replace the Recalled Goods (at Our sole option); (b) issue any notification (in Writing or otherwise) to Our customers about the manner of use or operation of any relevant Goods or any other products into which any such Goods have been incorporated or any Recalled Goods ("Product Recall").
- 10.3 The decision for a Product Recall shall be taken by Us in Our absolute discretion. Wherever appropriate and practicable given the circumstances of the Product Recall, We shall endeavour to: (i) notify You and provide You with reasonable information regarding the Product Recall; and (b) discuss the implementation of the Product Recall and any notifications or press releases referred to in clause 10.4 below with You, but We shall not be obliged to do so and shall not be liable to You in any way for any failure of Us to do so.
- 10.4 Notwithstanding the provisions of clause 10.3, in the case of a Product Recall, You shall co-operate with Us and provide all assistance to ensure that the Product Recall is promptly and effectively dealt with. You shall: (a) follow any directions received from Us; (b) ensure that You retain all batch records and product information relating to the Recalled Goods and that these records are made available to Us within four hours of notification of the Product Recall; (c) advise Us of the location of all Recalled Goods so that a reconciliation may be carried out; (d) upon Our request, cease delivering or otherwise distributing the Recalled Goods to Us; (e) ensure that all of Your relevant Representatives are aware of and prepared for applying the Product Recall procedure set out in or referred to in this clause 10; (f) only supply Goods replacing the Recalled Goods upon Our request in Writing. All press or other enquiries relating to Recalled Goods or the Product Recall shall be dealt with by Us and all enquiries
- You receive relating to the Product Recall shall be immediately referred to Us. We shall be solely responsible for the publication of any notices or press releases associated with a Product Recall.
- 10.5 You irrevocably and unconditionally agree to indemnify Us and keep Us indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal costs and other professional advisers' fees to the extent that the same result directly or indirectly from a Product Recall but limited to: (i) the value of all Recalled Good(s) at Our sale price; (ii) all reasonable and properly incurred costs We incur in the testing and sorting of affected stock; (iii) all incremental storage charges We incur; (iv) any reasonable and properly incurred charges We incur arising from any withdrawal from trade and retrieval from end users of Recalled Goods; (v) any costs or penalties arising from any prosecution brought against Us; (vi) any reasonable and properly incurred costs of public relations advice and publication of recall notices; and (vii) any reasonable and properly incurred legal costs and expenses.
- 10.6 You shall provide all facilities, assistance and advice We or Our insurers require for the purpose of contesting or dealing with any third party action, claim or matter arising out of Your performance, or purported performance of, or failure to perform, this Contract.
- 11. IMPORT/EXPORT**
- 11.1 Unless the context otherwise requires, any provisions of this Contract shall have the same meaning as given in the relevant Incoterms. If there is any conflict between the provisions of the Incoterms and this Contract, the latter shall prevail.
- 11.2 Where the Goods are supplied for import into the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in Writing between the parties) apply notwithstanding any other provisions of this Contract.
- 11.3 You shall be responsible for complying with any legislation or regulations for both the export of the Goods from any country and the import of the Goods into any other country of destination and for the payment of any duties thereon.
- 11.4 The Goods shall be delivered DDP to the Delivery Address.
- 11.5 All Goods supplied by You which have been imported under an End Use authorisation issued in Your name must have sufficient throughput period remaining to allow Us to put the Goods to Our intended End Use and in line with Our intended timescales (as notified to You), and in the event that there is insufficient throughput period remaining, You accept liability for any import duty liabilities arising as a result of not putting the Goods to End Use within the agreed throughput period.
- 11.6 Any Goods imported under End Use must be pre-authorized by the HMRC supervising office for TORO (a partial transfer of rights and obligations as described by the Union Customs Code Article 218) in order for Us to legally fulfil the conditions laid down for the End Use procedure. Without such pre-authorization You should not place the imported Goods under the End Use procedure, and You will be liable for any import duty liabilities arising as a result of Your breach of the End Use procedure.
- 12. AUDIT**
- 12.1 You grant Us, Our statutory auditors and Our designated agents the right of reasonable access on reasonable notice (except in the case of an emergency or regulatory-required audit, in which case minimal or no notice may be given) from time to time to Your relevant records, sites and/or materials to the extent required for performing an audit of Your operations, facilities, procedures, systems and insurance arrangements to ensure compliance with Our requirements, all legislation and the Specification, Order and Contract. You agree to promptly co-operate and provide reasonable assistance to Us. You shall permit Us, Our statutory auditors and Our designated agents to take copies of records and documentation necessary to allow Us to comply with all applicable legislation or as We otherwise reasonably require.
- 12.2 Where an audit is required in excess of the annual Supplier appraisal process contemplated by clause 4.4, We shall debit Your account in respect of the reasonable costs incurred by Us in carrying out such audit.
- 13. INSURANCE**
- 13.1 At Your own cost, You shall effect and maintain with reputable insurers adequate

insurance policies having regard to Your obligations and liabilities under the Contract including (without prejudice to the generality of the foregoing) Product/Public Liability Insurance and Employers' Liability Insurance each with an indemnity limit of no less than £10,000,000 in aggregate in any one year period in respect of any and all liability howsoever and whenever arising in respect of a claim under this Contract. You shall (upon Our request in Writing) provide Us with reasonable details of the insurance maintained in force in accordance with this clause 13 in the English language, and, upon the renewal of each policy, You shall send a copy of the new insurance certificate to Us. You shall do nothing to invalidate any of the policies maintained in force in accordance with this clause 13. For the avoidance of doubt, the provisions of this clause 13 are without prejudice to any limitation or exclusion of liability set out in these Conditions.

14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 14.1 Save as permitted by clause 14.2 or 14.3, You undertake to Us to keep confidential and not disclose to any third party any Confidential Information.
- 14.2 The obligations of confidentiality contained in clause 14.1 do not apply to information which: (a) is in (or comes into) the public domain (other than through Your breach of this Contract); (b) You can demonstrate by documentary evidence was in Your possession prior to Our disclosure to You; or (c) subsequently comes lawfully into Your possession from a third-party, free of any confidentiality obligation.
- 14.3 You may disclose Confidential Information to: (a) Your Representatives on a need to know basis provided that: (i) You ensure they are made aware that the information is Confidential Information; (ii) You obtain confidentiality undertakings from them at least as onerous as those contained within this clause 14; and (iii) notwithstanding the foregoing, You remain liable for their breaches of confidentiality (if any); and (b) to any competent authority acting lawfully that requires access to Confidential Information, providing that You give Us as much notice as reasonably practicable in the circumstances and assist Us in any lawful actions We take to prevent such disclosure.
- 14.4 Regarding Intellectual Property: (a) All new Intellectual Property Rights created as a result of a Contract or Our Order will, as

between the parties, vest and remain vested in Us. You agree to execute any documents necessary to ensure that such rights are vested in Us; and (b) For the avoidance of doubt, all Intellectual Property Rights in products manufactured by Us and in packaging and materials developed and/or specified by Us from time to time shall vest in and belong to Us.

15. GENERAL

- 15.1 You acknowledge and agree that in entering into any Contract You do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as set out in the Contract. Nothing in the Contract shall operate to exclude or limit liability for fraud.
- 15.2 We may perform any of Our obligations or exercise any of Our rights through any member of the group of companies of which Banham Poultry (2018) Ltd forms part. Members of the group of companies of which Banham Poultry (2018) Ltd forms part may enforce their rights under clauses 5.6 and/or this clause 15.2, but any other person or body who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 (but this shall not affect the rights or remedies of a third party that exist or are available apart from under that Act).
- 15.3 We shall be entitled to novate, assign or transfer the Contract or sub-contract or otherwise transfer to any other person (including entity or company) any (or all) of Our rights or sub-contract any (or all) of Our obligations under the Contract.
- 15.4 The Contract is personal to You and You shall not assign or transfer or purport to assign, sub-contract or otherwise transfer (together "Transfer") to any other person any of Your rights or sub-contract any of Your obligations under the Contract without Our consent in Writing. In the event that We consent to any such Transfer, You shall remain responsible to Us for the due and proper performance of the Contract by any assignee, transferee or sub-contractor.
- 15.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party's Legal Department, or if none, Managing Director, at its registered office.
- 15.6 Waiver by Us of any breach of the Contract shall not be considered as a waiver of any

subsequent breach. Delay by Us in exercising any right or remedy shall not constitute any waiver or estoppel, unless specifically agreed by Us with You in Writing.

- 15.7 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 15.8 Our rights and remedies are cumulative and are not exclusive of any other rights or remedies provided at law.
- 15.9 These Conditions and the Contract shall be governed by the laws of England and the parties irrevocably submit, subject to the right to mediate or arbitrate, to the exclusive jurisdiction of the English Courts.

Supplier:

Full company name:

Registered/Trading address:

.....

Signed:

For and on behalf of the Supplier

Name of Signatory:

Position:

Date:

Internal Use Only:

For Banham Poultry (2018) Ltd

(Procurement):

Name:

Position:

Date:

Forecasted Annual Turnover:

