

CONDITIONS OF PURCHASE

1 Interpretation

1.1 In these Terms:

“ACCEPTANCE FORM” means the Seller’s written acceptance of the Buyer’s order;

“BUYER” means Moy Park Limited (registered in Northern Ireland under company number: NI4842) or any associated or subsidiary company which places an order for the purchase of goods and/or services with the Seller;

“CONDITIONS” means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller;

“CONFIDENTIAL INFORMATION” means all information (whether in written, oral or electronic form) concerning the business and affairs of the Buyer that the Seller obtains or receives as a result of the discussions leading up to or the entering into of the Contract and any information received subsequently during the performance of the Contract.

“CONTRACT” means the contract for the purchase and sale of the Goods;

“DRAWINGS” includes art work, plans, photographs, models, patterns, samples, data and technical information of every description whether written, oral or three dimensional;

“ENCUMBRANCE” means any right or interest of any third party, including any mortgage, charge, lien, option, encumbrance, right of pre-emption or first refusal, or any agreement to create any such right or interest;

“GOODS” means goods and/or services which the Seller is to supply in accordance with these Conditions;

“SELLER” means the person with whom Moy Park Limited places an order;

“SPECIFICATION” means any written or oral description of the Goods and/or services and/or of the tolerances and parameters applicable to them and/or their production produced or accepted by the Buyer;

“SPECIFICATIONS” shall have the equivalent meaning in the plural as Specification in the singular;

“WRITING”, and any similar expression, including facsimile transmission and comparable means of communication such as electronic mail.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of Sale

- 2.1 The Buyer shall purchase and the Seller shall sell the Goods in accordance with any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions of Purchase, which shall govern the Contract to the exclusion of any other terms including but not limited to terms contained in any quotation or acceptance of order document created by the Seller and forwarded to the Buyer at any time.
- 2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3 An order shall not be binding on the Buyer unless issued on an official order form and duly signed by its authorised representative.

3. Price of the Goods

- 3.1 The price of the Goods shall be the price set out in the Buyer's order. The price is fixed and shall not be increased for any reason other than a change in the rate of Value Added Tax unless specifically agreed in writing by the Buyer.
- 3.2 The price includes delivery and packaging.

4. Terms of Payment

- 4.1 Payment shall be as agreed between the Buyer and the Seller and where the Buyer stipulates shall be dependant upon the issue of the Buyer's Official Goods Received Note.

5. Delivery

- 5.1 The delivery date is of the essence of the Contract. Where no delivery date is specified, delivery is to be made within a reasonable time. The buyer shall have the absolute right at any time, on giving such notice as it considers reasonable in all the circumstances to require the seller to deliver the Goods by a stated date which will then be of the essence.
- 5.2 The Seller shall deliver the Goods to the Buyer at the place for delivery as specified by the Buyer when the Contract is made, or if none is specified, the Buyer's premises.
- 5.3 The Goods/Services shall be delivered in one consignment, unless the Buyer has previously agreed to delivery of the Goods in instalments. No delivery shall commence without the Buyer's prior approval. The Seller shall provide a delivery note at the time of delivery quoting the Buyer's order number and detailing the Goods being delivered.
- 5.4 The Buyer may refuse to take delivery of any Goods which in the Buyer's reasonable opinion are not of a satisfactory standard or not fit for the purpose for which they were supplied or which differ in a material degree from those ordered.

6. Property and Risk

- 6.1 The property in the Goods shall pass to the Buyer, free of any Encumbrance, when the

goods are inspected by the Buyer at the place of delivery and the Buyer accepts delivery as being in conformity with the contract.

7. Warranties and Representations

7.1 In addition to all statutory warranties the Seller warrants that the Goods:

- 7.1.1 in all respects shall be safe and free from any defects whether or not affecting matters of safety;
- 7.1.2 comply with all statutory requirements and, without prejudice to the generality of the foregoing, in all cases where they apply, comply with the provisions of the Food Safety Act 1990 and any Regulations made thereunder or embodying the provisions of that Act, the Weights and Measures Act 1985, the Consumer Protection Act 1987, the Supply of Machinery (Safety) Regulations 2008; all directly applicable European Community regulations and domestic national legislation implementing European Community Directives, and any like or similar provisions;
- 7.1.3 unless rectified in writing to the Buyer prior to delivery, do not comprise or contain any substance hazardous to health within the meaning of the Contact of Substances Hazardous to Health Regulations 1988 as amended from time to time;
- 7.1.4 in all respects shall be of satisfactory quality and of the best design, materials and workmanship and fit for the purpose for which they are required;
- 7.1.5 in all respects correspond exactly with any samples, Drawings and Specification or other descriptions;
- 7.1.6 in the case of the provision of services, shall be carried out in a good and workmanlike manner and with the best care and skill.

Without prejudice to the generality of the foregoing, the Goods will maintain the above requirements for twelve months or such longer period as is reasonable in all the circumstances of the case, except that in a case where the Goods are of a perishable nature, the Goods will maintain the said requirements for a shorter period than aforesaid if this has been agreed between the Buyer and the Seller. Where the Buyer so demands, the Seller will provide evidence of certification of all the foregoing matters at the time and in the manner stipulated by the Buyer.

7.2 The Seller further warrants that:

- 7.2.1 all statements and representations made or given by it or on its behalf at any time prior to the making of the Contract and whether orally or in writing, are true in all material respects and the seller acknowledges that the Buyer has relied on representations, wholly or partly, induced the Buyer to enter into the Contract;
- 7.2.2 it has and will take all reasonable steps including but not limited to examination, testing and the performance of appropriate research to ensure that the goods are safe and without risk to the health of the buyer's employees, agents, sub-contractors, customers any other persons who work on, use acquire or otherwise come into contact with the Goods;
- 7.2.3 any inspection or testing of the Goods carried out by the Buyer whether before or after delivery shall not in any way diminish the Seller's obligations to ensure that the Goods comply with the terms of the Contract it has taken all reasonable steps to comply with the provisions of the Bribery Act 2010 as it affects the Seller's business including its employees and any third parties it

may use in the course of its business and from time to time, at the reasonable request of the Buyer, it will confirm in writing that it has complied with the provisions of the Bribery Act 2010 and will provide any information reasonably requested by the Buyer in support of such compliance.

8. Insolvency

8.1 This clause 8 applies if:

8.1.1 the Seller makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

8.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

8.1.3 the Seller ceases, or threatens to cease, to carry on business; or

8.1.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to it.

8.2 If this clause applies then, without limiting any other right or remedy available to the Buyer, the Buyer may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer.

9. Indemnity

9.1 The Seller shall indemnify the Buyer against any claim for loss including but not limited to any claim in respect of any infringement of alleged intellectual property rights in the Goods or any other type of claim (including consequential loss), damage, harm, expense or otherwise and made by a third party irrespective of whether any such claim or any part thereof relates to the period after the Goods/Services have been delivered to the Buyer by the Seller.

9.2 The Seller shall further indemnify the Buyer against any claim for loss (including consequential loss), damage, expense, or otherwise and made by a third party in respect of any Goods which are or have been on any premises of the Buyer, and which are not the Goods supplied under these Conditions.

10. Confidentiality

10.1 The Seller hereby undertakes to keep confidential all Confidential Information belonging to the Buyer and treat it with the same degree of care that it uses for its own confidential information. The Seller agrees not, without the prior written consent of the Buyer, to disclose Confidential Information in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the Contract and who need to know the Confidential Information in question.

10.2 The Seller undertakes to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Confidential Information and the provisions of this clause 10 and, without limitation to this clause 10.2, to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-

contractors and indemnify the Buyer against any breach of this clause 10.2.

- 10.3 The provisions of clauses 10.1 and 10.2 shall not apply to any information which is or becomes public knowledge other than by breach of this clause 10; is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

11. Project Management

- 11.1 The Seller shall provide the Buyer with a report at intervals and in such form as may be specified by the Buyer from time to time.

12. Protection of Personal Data

- 12.1 The Seller warrants that it will observe all obligations under the Data Protection Acts 1984 and 1998 as well as European Parliament Directive 95/46/EC and any regulations implementing it in connection with the Goods and the Confidential Information.

13. Personnel

- 13.1 The Buyer reserves the right to refuse to admit to any of its premises where the Goods are delivered or services are performed any person employed by the Seller, its agents or sub-contractors, whose admission would be, in the opinion of the Buyer, undesirable.
- 13.2 If and when directed by the Buyer, the Seller shall provide a list of the names and addresses of all persons (including those of any sub-contractor) who it is expected may require admission in connection with the performance of the Contract to any premises of the Buyer specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Buyer may require.
- 13.3 The Seller shall procure that all its personnel or those of any agent or sub-contractor given access to any of the Buyer's premises comply with any security, health and safety or other policies and regulations that apply to such premises. The Seller shall indemnify and hold the Buyer harmless against any breach of this clause 13.3.

14. Transfer and Sub-contracting

- 14.1 The Contract is personal to the Seller. The Seller shall not assign, novate, sub-contract or otherwise dispose of the Contract or any part thereof without the previous written consent in writing of the Buyer which may be withheld at the Buyer's discretion.
- 14.2 The Seller shall be liable for any acts or omissions of the sub-contractor. Where the context requires references to Seller in these conditions shall also include any relevant sub-contractor. Notwithstanding the use of any sub-contractor, the Seller shall remain solely liable to the Buyer for the performance of the Seller's obligations under the Contract. This clause 14 shall not give any rights to the sub-contractor.
- 14.3 Where the Seller has sub-contracted all or part of the Contract with the Buyer's consent, the Seller will furnish the Buyer with copies of all relevant documents and

ensure that it contracts with the sub-contractor on terms which are no less favourable to the Buyer than the terms of this Contract.

15. Standards of Quality and Product Liability

- 15.1 The Goods shall comply with any appropriate British Standard specification or British Code of Practice issued by the British Standards Institute current at the date of this Contract and on request the Seller shall provide written evidence of conformity with such standards.

16. Visits to Premises

- 16.1 The Buyer shall have the right to visit any premises of the Seller on reasonable notice being given to examine the work on, and progress of, the goods or services, which are to be supplied pursuant to the Contract and to audit the quality and production systems and procedures of the Seller. The Buyer may reject any Goods which in its opinion do not conform to the requirements of the Contract. The Seller will supply all relevant documentation, information and records as is reasonably necessary for such examination to be carried out properly.

17. Packaging

- 17.1 Unless otherwise agreed between the Buyer and the Seller, the Goods shall be securely packed and despatched in packages which are free of all charge to the Buyer and which are not required to be returned and which the Buyer may dispose of in such a manner as it may choose. Without prejudice to the generality of the foregoing, the Goods will be packaged as described in any relevant specification and in such a manner as to minimise the risk of contamination to products to be manufactured with them.

18. Acceptance

- 18.1 Notwithstanding the exercise of the provisions of the rights contained in clause 16 above, the Buyer shall not be deemed to have accepted the Goods until it has actually inspected them after delivery and ascertained that they fully comply with the Contract. Where by the nature of the Goods and/or the size of the consignment it is impractical to inspect the entirety of the Goods until processing or some other event they will not be deemed to have been accepted until detailed inspection takes place notwithstanding the fact that inspection of samples of the Goods upon delivery may not have led to their rejection and despite any lapse of time after delivery.

19. Faulty Goods

- 19.1 In the event of the Goods or any instalment thereof in any way failing to comply with the Contract and without prejudice to any other rights which it may have the Buyer may:
- 19.1.1 reject the Goods and/or further instalments of the Goods in which event the Goods will be returnable at the Seller's expense. If the Goods are not reclaimed by the Seller within a reasonable time of rejection, the Buyer shall be at liberty to dispose of the Goods as it thinks fit including their sale and shall be liable to account to the Seller only for the proceeds of such sale after deduction of sale expenses and other costs incurred in connection therewith

- 19.1.2 require the Seller to repair or replace the Goods at the Buyer's discretion. The term of the Contract shall apply in full to the Goods so repaired or replaced as though they were the Goods originally supplied under the Contract. The Buyer shall also have the right to discontinue on the basis of poor quality;
- 19.1.3 The Seller shall indemnify the Buyer against all costs, damages, fines and expenses and will make good all loss, including consequential loss, which the Buyer suffers directly or indirectly by reason of any breach of Contract by the Seller.
- 19.1.4 For the avoidance of doubt, the fact that the Goods are repaired shall not offset any liability of the Seller for supplying Goods which required repair or replacement.

20. Information

- 20.1 The Seller shall forthwith give the Buyer all information it has as to any defect or safety hazards in the Goods or in that type of goods supplied by it which it becomes aware or of which it ought reasonably to have become aware and shall co-operate fully and promptly with all reasonable requirements of the Buyer in respect of any product recall or withdrawal campaign.
- 20.2 On the request the Seller shall advise the Buyer of the name and address of any person who supplied the Seller with the Goods or of any component part, or of the name and address of any person who has supplied them at any times before supply to the Seller.

21. Labelling

- 21.1 The Seller will ensure that the Goods:
 - 21.1 are supplied with the appropriate instructions in English where it is reasonable to suppose that the Goods cannot be safely used without such instructions;
 - 21.2 are clearly marked and labelled as appropriate in such a way that will ensure their safe use;
 - 21.3 carry all appropriate hazard and danger symbols;
 - 21.4 are labelled in the manner specified by the Buyer.

22. Drawings, Tooling and Specifications

- 22.1 The property in any drawings, dyes, moulds, or other tooling, specifications and recipes supplied, paid for or produced for the benefit of the Buyer shall belong to and remain with the Buyer and the Seller undertakes that it will not disclose details of the same to any other person or sue the same other than for the purposes of the Contract only and that it will at the request of the Buyer at any time immediately deliver the same to the Buyer together with all copies thereof in its possession or control.
- 22.2 The Seller shall indemnify the Buyer against any loss damage or harm to the Buyer's tangible property which is at any time in the Seller's possession or control.

23. Performance

- 23.1 The Buyer shall not be liable to the Seller or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Buyer's obligations in relation to the Contract, if the delay or failure was due to any cause beyond the Buyer's reasonable control. Without prejudice to the generality of the

foregoing, the following shall be regarded as causes beyond the Buyer's reasonable control:

- 23.1.1 Act of God, explosion, flood, tempest, fire or accident;
- 23.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 23.1.3 Acts, restrictions, regulation, bye-laws, or measures of any kind on the part of the government, parliamentary or local authority;
- 23.1.4 Import or export restrictions or embargoes;
- 23.1.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving any employees of the Buyer or a third party);
- 23.1.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 23.1.7 Power failure or breakdown in machinery;
- 23.1.8 Cancellation or reduction in the level of orders by customers of the Buyer which were not within the Buyer's reasonable contemplation when the Contract was entered into.

- 23.2 In any such event the Buyer shall, without any liability on its part, have the right to suspend or terminate the Contract. Where the Buyer elects to suspend the Contract, it shall have the right without liability on its part to terminate the Contract where, in its opinion, the suspension has lasted or appears likely to last for more than a reasonable time.

24. Insurance

- 24.1 The Seller shall at all times maintain insurance with reputable insurers against all damage and/or injury to persons or property caused or contributed to by the negligence of the Seller or persons for whom it is responsible or by any defect in the Goods or breach of any of the terms of the contract in a sum not less than £5,000,000 (five million pounds sterling) in respect of each occurrence.
- 24.2 The Seller shall produce on demand to the Buyer such policy of insurance and receipt for payment of the current premium.

25. Transit

- 25.1 Where the contract includes the provision of carriage, the Seller shall:
 - 25.1.1 ensure at all times that all appropriate health and environmental requirements for the prevention of any deterioration in the consignment are maintained and, without prejudice to the generality of the foregoing, that the transport and product temperatures are maintained at the levels set out in any applicable specification;
 - 25.1.2 at regular intervals check and ensure that:
 - (a) all refrigeration units in any vehicles are in full and proper working order;
 - (b) that temperature levels of the refrigeration units are correct and maintained throughout transit;
 - (c) all temperature units on the refrigeration units in its vehicles are re-calibrated at intervals of not more than every 3 months.

26. General

- 26.1 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 as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- 26.2 No waiver by the Buyer of any breach of the contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 26.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 26.4 Any dispute arising under or in connection with the Contract or the sale of the Goods shall initially be dealt with by of alternative dispute resolution (“ADR”) and referred to the ADR service provided by The Law Society of Northern Ireland from time to time, on the application of either party.
- 26.5 No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with the Contract.
- 26.6 In the event of any conflict or ambiguity between these terms and those contained in any other document pertaining to the Contract the Buyer and Seller agree that these Conditions of Purchase shall prevail.
- 26.7 The Contract shall be governed by the laws of Northern Ireland, and the Buyer and Seller agree to submit to the non-exclusive jurisdiction of the courts of Northern Ireland.