

GENERAL TERMS (SUPPLY OF GOODS & SERVICES TO MOY PARK LIMITED – “MOY PARK”)

1. INTERPRETATION

1.1 In the Contract, the following definitions apply:

Affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with another entity;

Benchmark Review means a review by Moy Park of third-party suppliers for goods and/or services equivalent to the quality and quantity of Goods and/or Services including charges) which the Supplier provides, or is expects to provide, to Moy Park;

Contract means the contract between Moy Park and the Supplier (as detailed in the Purchase Order) for the supply of Goods and/or Services in accordance with these General Terms and the Special Terms (if applicable);

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company;

Deliverables means all documents, products and materials developed by the Supplier or manufacturer or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media;

Force Majeure Event means act of God, war, riot, civil commotion, compliance with any law or governmental order, fire, flood or storm;

General Terms means these terms and conditions as amended from time to time in accordance with clause 13.9;

Best Value means cost and non-cost factors which deliver the greatest overall benefit to meet Moy Park’s requirements;

Goods means the goods (or any part of them) set out in the Purchase Order;

Goods Specification means any specification for the Goods, including any related plans and drawings, that is agreed in writing by Moy Park and the Supplier;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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;

Moy Park means Moy Park Limited and, where appropriate, its Affiliates;

Moy Park Materials means all materials, equipment and tools, drawings, specifications and data supplied by Moy Park to the Supplier;

Moy Supply means Moy Park’s procurement portal, accessible at <https://moysupply.moypark.com/MoyPark/>;

Purchase Order means Moy Park’s order, as set out in Moy Park’s standard purchase order form, for the supply of Goods and/or Services by the Supplier and any schedules to the Purchase Order;

Services means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;

Service Specification means the description or specification for Services agreed in writing by Moy Park and the Supplier;

Special Terms means the special terms varying the General Terms as noted on the Purchase Order to apply to the Contract between the Supplier and Moy Park;

Supplier or you or your means the person or firm (including its Affiliates) from whom Moy Park purchases the Goods and/or Services;

Supplier Code of Conduct means Moy Park’s business policies and codes which may be updated from time to time by Moy Park are available on request from Moy Park.

1.2 In the Contract, the following rules apply: (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) references to a party includes its successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) to the extent that any statute referenced in the Contract does not apply in the Supplier’s local jurisdiction, such a reference shall be construed to be a reference to the equivalent law or statute in the Supplier’s local jurisdiction provided that Moy Park’s position will be no more detrimental than as under the statute specified in the Contract; (e) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (f) a reference to **writing or written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 A Contract shall come into effect whenever you return a written acceptance of the Purchase Order or carry out any act consistent with fulfilling the Purchase Order.

2.2 Moy Park only enters into Contracts on the basis of these General Terms, which apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Contract incorporates the Supplier Code of Conduct, which you shall be required to comply with at all times. You shall also be required to maintain, as a minimum, the levels of insurance, accreditations and compliance with codes you confirmed on registration to Moy Supply and notify Moy Park of any material changes to the information you provided on registration to Moy Supply.

2.4 All of these General Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 For the avoidance of doubt, these General Terms also incorporates the Special Terms (where relevant) and in the event of any conflict between any terms of any of the documents constituting the Contract, precedence shall be given to the document that is higher in the following hierarchy:

- the Special Terms;
- the General Terms;
- the Purchase Order, to include any schedules thereto;
- the Supplier Code of Conduct; and
- any other document incorporated into the Contract.

2.6 Any Affiliate of Moy Park may enter into a Contract, in which case the Contract shall be between that Affiliate and the Supplier only.

3. TERMS RELATING TO GOODS

- 3.1 You shall ensure that the Goods shall: (a) correspond with sample and any applicable Goods Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by the Supplier or made known to the Supplier by Moy Park, expressly or by implication, and in this respect Moy Park relies on the Supplier's skill and judgment; (c) be free from defects in design, materials and workmanship; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and (d) are accompanied by the relevant Deliverables.
- 3.2 You shall ensure that at all times you have and maintain all the licences, permissions, authorisations, consents and permits needed to carry out the Supplier's obligations under the Contract in respect of the Goods.
- 3.3 Without prejudice to any acceptance criteria in the Contract, Moy Park shall have the right to inspect and test the Goods at any time before delivery and if it considers that the Goods do not conform or are unlikely to comply with the undertakings at clause 3.1, Moy Park shall inform the Supplier and you shall immediately take such remedial action as is necessary to ensure compliance and Moy Park shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. You shall remain fully responsible for the Goods, regardless of any inspection or testing, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 The Goods must be properly packed and secured in accordance with any packaging requirements notified to you by Moy Park or, if none, in such manner as to enable them to reach their destination in good condition. Each delivery of the Goods must be accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, 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. If you require Moy Park to return any packaging material for the Goods, that must be clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 3.5 You shall deliver the Goods: (a) on the date specified in Contract or the date otherwise specified by Moy Park. Unless otherwise expressly agreed in writing by the parties, time for delivery of the Goods shall be of the essence; (b) to such location as is set out in the Purchase Order or as otherwise instructed by Moy Park before delivery (or, if neither are specified, to Moy Park's registered address) (**Delivery Location**); and (c) unless otherwise specified by Moy Park, during Moy Park's normal hours of business.
- 3.6 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location and after Moy Park has had a reasonable opportunity to inspect the Goods to ensure that they conform to the Purchase Order. For the avoidance of doubt, confirmation of receipt of delivery of Goods by any person for or on behalf of Moy Park shall not constitute acceptance, or completion of delivery, of the Goods.
- 3.7 If you: (a) deliver less or more than quantity of Goods ordered, Moy Park may reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If you deliver more or less than the quantity of Goods

ordered, and Moy Park accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

- 3.8 You shall not deliver the Goods in instalments without Moy Park's prior written consent. Where it is agreed that the Goods are 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 (without prejudice to any other right or remedy available to Moy Park) entitle Moy Park to the remedies set out in clause 5.
- 3.9 Title in the Goods shall pass to Moy Park on payment for the Goods by Moy Park. Where consecutive deliveries of Goods are paid for in advance, title in the Goods shall transfer sequentially in the order that the Goods are produced or allocated for delivery to Moy Park.
- 3.10 Risk in the Goods shall pass to Moy Park upon completion of delivery.

4. TERMS RELATING TO SERVICES

- 4.1 You shall: (a) provide the Services to Moy Park in accordance with the terms of the Contract; and (b) meet any performance dates for the Services specified in the Contract or notified to you by Moy Park and, unless otherwise expressly agreed in writing by the parties, time shall be of the essence in relation to any of those performance dates.
- 4.2 In providing the Services, you shall: (a) co-operate with Moy Park on all matters relating to the Services, and comply with all instructions of Moy Park; (b) perform the Services with reasonable skill and diligence in accordance with best practice in your industry, profession or trade; (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that your obligations are fulfilled in accordance with the Contract; (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for their intended purpose; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Moy Park, will be free from defects in workmanship, installation and design; (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, codes and regulations; (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Moy Park's premises; (i) hold all Moy Park Materials in safe custody at its own risk, maintain Moy Park Materials in good condition until returned to Moy Park, and not dispose or use Moy Park Materials other than in accordance with Moy Park's written instructions or authorisation; (j) not do or omit to do anything which may cause Moy Park to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Moy Park may rely or act on the Services; (k) ensure at all times where appropriate that the temperature of any goods being transported are being maintained at correct levels and that such goods are checked at regular intervals; and (l) comply with any other obligations set out in the Purchase Order.
- 4.3 Moy Park shall: (a) where applicable, provide you with reasonable access at reasonable times to Moy Park's premises for the purpose of, and to the extent Moy Park considers necessary for, providing the Services (such permission being revocable by Moy

Park at any time); and (b) provide such information as you may reasonably request for the provision of the Services and Moy Park considers reasonably necessary for the purpose of providing the Services.

5. MOY PARK'S REMEDIES

5.1 Without prejudice to Moy Park's rights under clause 11, If (a) you are late in delivering the Goods or performing the Services; (b) delivered Goods that do not comply with the undertakings set out in clause 3.1; or (c) performed the Services that do not comply with the undertakings set out in clause 4.2, Moy Park shall (without limiting its other rights or remedies) have the right to exercise one or more of the following rights (as appropriate): (a) to extend the applicable date; (b) to suspend or postpone any future delivery of Goods or performance of Services (including suspension of the requirement to pay for any such Goods or Services until such delivery or performance is resumed); (c) to require you to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); (d) to claim damages for any additional costs, loss or expenses payable by Moy Park which are in any way attributable to your failure to meet any date, supply Goods in accordance with clause 3.1 or perform the Services in accordance with clause 4.1 (including, without limitation, any liquidated or other damages payable by Moy Park to its customer(s)); (e) where Moy Park has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded in full by you; (f) to recover from you any costs incurred by Moy Park in obtaining substitute goods and/or services from a third party; (g) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; (h) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; and/or (i) to terminate the Contract with immediate effect by giving written notice to the Supplier.

5.2 These General Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

5.3 Moy Park's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

6. CHARGES & PAYMENT

6.1 Moy Park shall only be required to pay for Goods and Services for which an associated Purchase Order has been agreed. Any payment which Moy Park is required to make in connection with this Contract shall only be made by way of BACS transfer.

6.2 The price for the Goods: (a) shall be the price set out in the Purchase Order or the price otherwise agreed in writing by the parties; and (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Moy Park. No extra charges shall be effective unless agreed in writing by Moy Park.

6.3 The charges for the Services shall be set out in the Purchase Order and shall be the full and exclusive payment to the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Moy Park, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.4 Unless specified otherwise in the Purchase Order: (a) in respect of Goods, the Supplier shall invoice Moy Park on or at any time after completion of delivery; and (b) in respect of Services, the Supplier shall invoice Moy Park on completion of the Services. Each invoice shall include such supporting information required by Moy Park to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.

Invoices and invoice queries should be submitted via email to:

Invoices: apinvoices@moypark.com

Queries: ap.queries@moypark.com

Statements: statements@moypark.com

6.5 In consideration of the supply of Goods and/or Services by the Supplier, unless otherwise specified in the Purchase Order, Moy Park shall pay the invoiced amounts within 32 days following the end of the calendar month in which either the correctly rendered invoice is received by Moy Park or the Goods are received by Moy Park (whichever occurs later) to a bank account nominated in writing by the Supplier.

6.6 All amounts payable by Moy Park under the Contract are exclusive of amounts in respect of value added tax (VAT) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Moy Park, Moy Park shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

6.7 If Moy Park fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the base rate for the time being of Barclays Bank PLC accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that Moy Park disputes in good faith.

6.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Moy Park to inspect such records at all reasonable times on request.

6.9 Moy Park may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Moy Park against any liability of Moy Park to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

6.10 The Supplier shall have no right to suspend subsequent performance of the Services and/or delivery of the Goods in the event of disputed or late payment of any amounts payable by Moy Park under the Contract.

7. BENCHMARK REVIEWS

The Parties recognise the importance of maintaining the baseline (**Initial Commercial Baseline**) of providing Best Value to Moy Park as at the date of Contract. Moy Park may (acting reasonably) but not more than annually, carry out a Benchmark Review of any or all of Goods and/or Services (including any charges under the Contract) and will give the Supplier written notice that such a review is being carried out. If in Moy Park's reasonable opinion, such a Benchmark Review identifies that the Goods and/or Services do not represent Best Value, Moy Park shall inform the

Supplier of completion of the Benchmark Review and may provide the (anonymised) results of the review. To that end, the Parties will, as soon as reasonably possible, seek to agree in good faith to re-establish the Initial Commercial Baseline, and failing such agreement within a reasonable period of time, Moy Park shall have the right to terminate the Contract on 3 months' notice at any time.

8. INTELLECTUAL PROPERTY

8.1 In respect of the Goods and any materials that are transferred to Moy Park as part of the Services (including, without limitation, the Deliverables or any part of them), you warrant that you have full, clear and unencumbered ownership of all such items, and that at the date of delivery of such items to Moy Park, you will have full and unrestricted rights to sell and transfer all such items to Moy Park.

8.2 You assign to Moy Park, as legal and beneficial owner and free from all third-party rights, all Intellectual Property Rights in the products of the Services (including, for the avoidance of doubt, the Deliverables) and shall grant Moy Park a royalty-free, irrevocable licence to use any other Intellectual Property Rights necessary for Moy Park to make use of the products of the Services and Deliverables.

8.3 The Supplier shall obtain waivers of all moral rights (or any equivalent rights in any jurisdiction) in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled.

8.4 The Supplier shall, promptly at Moy Park's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Moy Park may from time to time require for the purpose of securing for Moy Park the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Moy Park in accordance with clause 8.2.

8.5 All Moy Park Materials are the exclusive property of Moy Park.

8.6 Clause 8.4 shall survive termination of the Contract.

9. CONFIDENTIALITY

9.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain (excluding any such information which is in the public domain other than through breach of this clause). The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9.2 Clause 9 shall survive termination of the Contract.

10. INDEMNITY, LIABILITY & INSURANCE

10.1 You shall keep Moy Park indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct 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 Moy Park as a result of or in connection with: (a) any claim made against Moy Park for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, 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 Moy Park 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 defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against Moy Park by a third party arising out of or in connection with the supply of the Goods or the Services, 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.

10.2 Nothing in this Contract shall restrict or limit your liability for: (a) death or personal injury caused by your negligence or that of your employees, agents or sub-contractors; (b) fraud by you or your employees; (c) breach of any obligation as to title implied by statute; or (d) any act or omission for which liability may not be limited under any applicable law.

10.3 Subject to clause 10.2, your total aggregate liability: (a) in respect of the indemnities given by you in clause 10.1 are unlimited; (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract shall, in any rolling 12 months period, not exceed 125% of the gross value (excluding VAT) of all invoices presented by you under the Contract and any other contract with Moy Park over the 12 months preceding the date the liability arose.

10.4 Each of the liability caps set out in clause 10.3 shall operate as a separate liability cap for the matters covered by the liability cap in question.

10.5 Subject to clauses 10.2 and 10.6, neither party under the Contract shall be liable to the other party for: (a) any indirect, special or consequential loss or damage; or (b) any loss of profits, business opportunities or reserve.

10.6 The provisions of clause 10.3 and 10.5 shall not limit Moy Park's right to recover from you: (a) additional operations and administrative costs and expenses incurred directly or indirectly by Moy Park as a direct or indirect result of your default under the Contract; (b) any additional costs to Moy Park in procuring the supply to Moy Park of replacement goods or services; and (c) any fines, expenses or other losses incurred by Moy Park arising from a breach by you of any applicable laws.

10.7 Clause 10 shall survive termination of the Contract.

11. TERMINATION & ITS EFFECT

11.1 Without limiting its other rights or remedies, Moy Park may, at any time and without liability, terminate the Contract with

immediate effect if: (a) any contract(s) between Moy Park and its customer(s) upon which the Contract depends in whole or part is terminated or discharged, in which circumstances Moy Park will provide the Supplier with as much notice as reasonably possible taking into account Moy Park's reasonable business needs; or (b) there is a change of Control of the Supplier which Moy Park (acting reasonably) considers will be detrimental to the Supplier's business; or (c) the Supplier does not confirm within 30 days that the charges for the Goods and/or Services will not be amended in accordance with a request by Moy Park following a Benchmark Review carried out in accordance with clause 7; or (d) the Supplier knowingly or recklessly does, or permits to be done, anything which actually, or may, prejudice or harm the image or reputation of Moy Park, its products or its values.

- 11.2** In any of the circumstances in these General Terms in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 11.3** Without limiting its other rights or remedies, Moy Park may terminate the Contract with immediate effect by giving written notice to the Supplier if: (a) in Moy Park's sole opinion, the Supplier commits a material or persistent breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so; or (b) the Supplier (or any partner of the Supplier, being a partnership) suspends, or threatens to suspend, payment of its debts or is generally unable to, or is deemed unable to, pay its debts as they fall due or seeks relief under any other bankruptcy or insolvency relief law; or (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company); or (d) the Supplier (being an individual) is, or (being a partnership) has any partner who is, the subject of a bankruptcy petition or order; or (e) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or (f) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 11.3(b)-(e) (inclusive); or (g) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or (h) the Supplier (being an individual) dies or, by reason of illness or incapacity, is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.4** Termination or expiry of the Contract shall not affect any of the parties' rights and remedies that have accrued and clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 11.5** On termination of the Contract for any reason, the Supplier shall immediately deliver to Moy Park all Deliverables whether or not they complete, and return all Moy Park Materials. If the Supplier fails to do so, then Moy Park or its appointed agents may enter the Supplier's premises (or any such premises on which the Deliverables and/or Moy Park Materials are stored) and take possession of such Deliverables and Moy Park Materials and the Supplier grants (and shall procure than all relevant third parties shall grant) Moy Park and its appointed agents a licence to do so. Until they have been returned or delivered, the Supplier shall be solely responsible for the safe keeping of such Deliverables and

Moy Park Materials and will not use them for any purpose not connected with the Contract.

12. FORCE MAJEURE

12.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from a Force Majeure Event, provided that in all cases the Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

12.2 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 30 days, Moy Park may terminate the Contract immediately by giving written notice to the Supplier.

13. GENERAL

13.1 Moy Park may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, delegate in any manner, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Moy Park.

13.2 In these General Terms: (a) any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail; (b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the third day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, at 9.00am on the next working day after transmission; and (c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 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.

13.4 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.7 In relation to Services, the relationship of Supplier and Moy Park will be that of independent contractor and nothing in the Contract shall render it (or its staff) an employee, worker, agent or partner of Moy Park and the Supplier shall not hold itself out as such and shall procure that its staff shall not hold themselves out as such. The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify Moy Park for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify Moy Park against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Moy Park in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the

Individual against the Client arising out of or in connection with the provision of the Services, and

Moy Park may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

13.8 A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.9 Except as set out in these General Terms, 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 Moy Park or notified to the Supplier through Moy Supply.

13.10 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute), then the parties agree that either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, Moy Park and the Supplier shall attempt in good faith to resolve the Dispute.

13.11 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England & Wales, and each party irrevocably agrees that, subject to clause 13.9, the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SPECIAL TERMS

The following terms are agreed variations to the General Terms

General Terms Reference	Agreed Variation
Clause 3.10	Clause 3.10 shall be deemed deleted and replaced as follows: Risk in the Goods shall pass in accordance with [Incoterm to be inserted].
Clause 5.1 (d)	Clause 5.1 (d) shall be amended to read as follows: “to claim damages for any direct additional costs, loss or expenses payable by Moy Park which are in any way attributable to your failure to meet any date, supply Goods in accordance with clause 3.1 or perform the Services in accordance with clause 4.1;”

<p>New Clause 14 Brexit Clause</p>	<p>BREXIT TRIGGER, RENEGOTIATION AND TERMINATION</p> <p>14.1 In the event of a Brexit Trigger Event occurring which has an Adverse Impact on the ability of the Supplier to supply the Goods and ancillary related Services at the price stipulated in the Purchase Order then the Supplier shall be entitled to pass on these Brexit related costs to Moy Park.</p> <p>14.2 Brexit Trigger Event means any of the following events occurring at any time after the UK ceases to be a Member State of the European Union;</p> <p>14.2.1 Change in Law: a change in the Law or a new requirement to comply with any existing Law or existing Law ceasing to apply to a party. For these purposes, Law means any legal provision a party must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, enforceable EU right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a court of law, or requirement of any regulatory body, whether in the UK or elsewhere;</p> <p>14.2.2 Trade tariff: in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports of meat or any raw materials or components used by the Supplier to manufacture the products;</p> <p>14.2.3 Licence or consent: in any jurisdiction, the loss of, a change to or the imposition of a new requirement for any licence or consent required by a party to perform the agreement;</p> <p>14.2.4 Other change: an unforeseeable (at the Effective Date) change to the business or economic environment in which a party operates which is not caused by clause 14.2.1 to clause 14.2.3 above or by any fluctuation in currency exchange rates.</p> <p>14.3 Adverse Impact. An Adverse Impact means any one of the following:</p> <p>14.3.1 a substantial adverse impact on a party's ability to perform the agreement in accordance with its terms and the Law;</p> <p>14.3.2 an increase in the costs incurred by the Supplier since the contract price for the product was last agreed.</p> <p>14.4 Overlap with other rights and obligations. Save as expressly provided in this clause, a Brexit Trigger Event shall not terminate or alter (or give any party a right to terminate or alter) this contract or invalidate any of its terms or discharge or excuse performance under it. If there is an inconsistency between the provisions of this Brexit clause and any other provision of this agreement, the provisions of this clause shall prevail.</p>