

## TERMS AND CONDITIONS OF PURCHASE

### 1. Interpretation

#### 1.1 Definitions:

**[Anti-slavery Policy]:** Blade Farming's anti-slavery policy, as amended by notification to the Supplier from time to time.]

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 13.3.

**Contract:** the contract between Blade Farming and the Supplier for the sale and purchase of the Livestock in accordance with these Conditions.

**Blade Farming:** Anglo Beef Processors UK trading as Blade Farming Limited (registered in England and Wales with company number 02925718).

**Delivery Date:** the date specified in the Order, or, if none is specified, the date otherwise agreed in writing by the parties.

**Delivery Location:** the address for delivery of Livestock as set out in the Order.

**Livestock:** the calves or cattle as set out in the Order.

**Order:** in Blade Farming's purchase order form, Blade Farming's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Supplier:** the person or firm from whom Blade Farming purchases the Livestock.

#### 1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) 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
- (c) a reference to **writing** or **written** includes faxes but not email.

### 2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by Blade Farming to purchase the Livestock in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Order; and
  - (b) the Supplier doing any act consistent with fulfilling the Order,
- at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

### **3. The Livestock**

3.1 The Supplier shall ensure that the Livestock (or any of them) shall:

- (a) correspond with their description and any applicable specification for the Livestock agreed by the parties and, in the case of calves, show no signs of abnormality;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Blade Farming expressly or by implication, and in this respect Blade Farming relies on the Supplier's skill and judgement;
- (c) not be pregnant;
- (d) be from an accredited BVD-free herd;
- (e) not be under movement restrictions for bovine tuberculosis or for any other animal disease or public health reason;
- (f) be free from disease or any other condition that may affect the safety of meat derived from them;
- (g) adhere to the Farm Assurance Residency Rules applicable at the time of slaughter of the Livestock;
- (h) where the Livestock supplied are organic Livestock, be certified under one of the UKROFS/Organic approved schemes and an approved Assured Food Standards Beef Assurance Scheme accepted by Blade Farming and its customers;
- (i) where the Livestock are cattle for slaughter, have been on the Supplier's farm assured holding (or series of farm assured holdings) under one of the approved Red Tractor Farm Assurance Schemes for the required residency period; and
- (j) comply with all applicable laws, statutory and regulatory requirements relating to the marking, identification, registration, welfare, health, handling, rearing, transportation, movement and delivery of the Livestock from time to time in force, including but not limited to, the Agriculture Act 1967, the Animal Health Act 1981, the Animal Welfare Act 2006, the Welfare of Farmed Animals (England) Regulations 2006, the Welfare of Farmed Animals (Wales) Regulations 2006, the Welfare of Animals (Transport) (England) Order 2006, the Welfare of Animals (Transport) (Wales) Order 2006, the Council Regulations (EC) No1/2005 and the Modern Slavery Act 2015.

3.2 The Supplier warrants that, in respect of the Livestock:

- (a) it has observed all withdrawal periods for all veterinary medicines and other treatments administered to the animals whilst on the holding or previous holdings;
- (b) no analysis of samples taken from animals on the holding or other samples has shown that the Livestock may have been exposed to any disease or condition that may affect the safety of meat or to substances likely to result in residues in meat; and
- (c) where any Livestock have been treated with any veterinary medicinal products or other treatments within 28 days prior to the commencement of the Contract, it has notified Blade Farming of such products or treatments.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.4 Blade Farming may inspect the Livestock at any time before delivery. The Supplier shall remain fully responsible for the Livestock despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

- 3.5 If following such inspection or testing Blade Farming considers that the Livestock do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1 and clause 3.2, Blade Farming shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6 Blade Farming may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **4. Delivery**

4.1 The Supplier shall ensure that:

- (a) delivery of Livestock is undertaken in accordance with the Farm Assurance rules in place from time to time;
- (b) the Livestock are transported in either the Supplier's own vehicle or one approved under the Red Tractor Haulier Scheme. Livestock that are transported in a vehicle that does not meet these conditions will lose their Farm Assured status;
- (c) all necessary arrangements have been made in advance to minimise the length of the journey and meet the Livestock's needs during the journey;
- (d) the animals are fit for the journey;
- (e) the means of transport are designed, constructed, maintained and operated so as to avoid injury and suffering and ensure the safety of the Livestock;
- (f) the loading and unloading facilities are adequately designed, constructed, maintained and operated so as to avoid injury and suffering and ensure the safety of the Livestock;
- (g) the personnel handling the Livestock are trained or competent as appropriate and carry out their tasks without using violence or any method likely to cause unnecessary fear, injury or suffering;
- (h) the transport is carried out without delay to the Delivery Location and the welfare conditions of the Livestock are regularly checked and appropriately maintained;
- (i) sufficient floor area and height is provided for the Livestock, appropriate to their size and the intended journey;
- (j) water, feed and rest are offered to the Livestock at suitable intervals and are appropriate in quality and quantity to their species and size;
- (k) each delivery of the Livestock is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Livestock (including the code number of the Livestock, where applicable) and, if the Livestock are being delivered by instalments, the outstanding balance of Livestock remaining to be delivered;
- (l) it shall not transport pregnant females for whom 90% or more of the expected gestation period has already passed, or females who have given birth in the previous week for processing purposes;
- (m) all Livestock are delivered with an official passport/licence. A failure to correctly supply Livestock with the appropriate documentation may result in payments being withheld;
- (n) where the Supplier is supplying organic Livestock, a copy of the Supplier's current organic certificate must be accompany each delivery of organic Livestock;
- (o) a completed Food Chain Information ("FCI") declaration accompanies each delivery. Blade Farming reserves the right to charge the Supplier for any reasonable costs derived from the failure to supply the appropriate FCI at the relevant time; and

(p) all Livestock are identified individually on the official movement declaration to be supplied on the Delivery Date. On arrival and prior to processing, all cattle will be identified and classified as Steer, Heifer, Young Bull, Cow or Mature Bull, by the designated lairage person at the Delivery Location. Please note that in some instances re-classification can occur when animals are graded at the grading station, if classified incorrectly. The Supplier accepts that the price quoted for young bulls requires animals to be under 16 months old. Bulls aged 16 months or older at the time of slaughter will be subjected to a deduction in price.

4.2 The Supplier shall deliver the Livestock:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during Blade Farming's normal business hours, or as instructed by Blade Farming.

4.3 Delivery of the Livestock shall be completed on the completion of unloading the Livestock at the Delivery Location.

4.4 The Supplier shall not deliver the Livestock in instalments without Blade Farming's prior written consent. Where it is agreed that the Livestock are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Blade Farming to the remedies set out in clause 5.

4.5 Any changes to the Delivery Date and/or feeding regimes must be approved in advance by Blade Farming in writing. Unapproved changes to the Delivery Date and/or feeding regimes may result in Blade Farming rejecting the Livestock or making appropriate deductions to the price of the Livestock.

4.6 Overnight lairage facilities are available provided that the Supplier has booked such facilities with Blade Farming's Livestock Office. Blade Farming do not allow bulls, cows in milk, casualty or injured cattle or cattle showing any signs of abnormality to be left in our lairages overnight. All Livestock lairaged overnight remain the responsibility of the Supplier and the Supplier shall keep Blade Farming indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by Blade Farming as a result of or in connection with any claim made against Blade Farming by a third party for any damage to property caused by Livestock held in overnight lairage facilities. Where the Supplier is supplying organic Livestock, organic feed must be supplied with the Livestock where overnight lairage is agreed by the parties.

## **5. Remedies**

5.1 If the Livestock are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1 or clause 3.2, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Livestock, Blade Farming may exercise any one or more of the following remedies :

- (a) to terminate the Contract;
- (b) to reject the Livestock (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to replace the rejected Livestock, or to provide a full refund of the price of the rejected Livestock (if paid);
- (d) to refuse to accept any subsequent delivery of the Livestock which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by Blade Farming in obtaining substitute Livestock from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by Blade Farming which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 [Without prejudice to any other remedy Blade Farming may have, if the Livestock are not delivered on the Delivery Date Blade Farming may at its option claim or deduct 1% of the price of the Livestock for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% of the total price of the Livestock].

5.3 These Conditions shall apply to any replacement Livestock supplied by the Supplier.

5.4 Blade Farming's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **6. Title and risk**

Title and risk in the Livestock shall pass to Blade Farming on completion of delivery.

## **7. Price and payment**

7.1 Subject to clause 7.2 and clause 7.3, the price of the Livestock shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

7.2 The price for Livestock found not to have spent 90 days on an unbroken chain of farm assured holdings will be deducted at £1.00/kg.

7.3 To achieve base price the cattle must have a minimum residency on final farm of 60 days for presentation at ABP Ellesmere and ABP Langport. For all other Blade Farming sites the minimum residency on final farm is 21 days.

7.4 The price of the Livestock:

- (a) excludes amounts in respect of value added tax (**VAT**), which Blade Farming shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of insurance and carriage of the Livestock.

7.5 No extra charges shall be effective unless agreed in writing with Blade Farming.

7.6 The Supplier may invoice Blade Farming for price of the Livestock plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Blade Farming's order number, the Supplier's VAT registration number, and any supporting documents that Blade Farming may reasonably require.

7.7 Blade Farming shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

7.8 The Supplier acknowledges and agrees the Blade Farming may clip the Livestock for slaughter and that the Supplier shall pay to Blade Farming a charge per animal for clipping as set out in Blade Farming published price list in force at the Delivery Date.

7.9 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

7.10 Blade Farming may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Blade Farming against any liability of Blade Farming to the Supplier.

## 8. Indemnity

8.1 The Supplier shall keep Blade Farming indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by Blade Farming as a result of or in connection with any claim made against Blade Farming by a third party arising out of or in connection with the supply of the Livestock[ or any breach of the Anti-slavery Policy], 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.

8.2 This clause 8 shall survive termination of the Contract.

## 9. Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Blade Farming's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of such insurance.

## 10. Anti-slavery and Human Trafficking

10.1 [In performing its obligations under the agreement, the Supplier shall comply with the Anti-slavery Policy.]

10.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

The Supplier shall implement due diligence procedures for its own suppliers and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.

10.3 The Supplier undertakes not to purchase any livestock that has been sourced from farmers using forced labour in its operations farming practices.

10.4 The Supplier shall notify Blade Farming as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-slavery Policy; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

10.5 The Supplier shall prepare and deliver to Blade Farming, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

10.6 The Supplier shall:

- (a) maintain a complete set of records to trace the supply chain of all Livestock provided to Blade Farming in connection with this agreement; and
- (b) implement annual supplier audits, either directly or through a third party auditor to monitor compliance with the Anti-slavery Policy.

10.7 [The Supplier shall implement a system of training for its employees and suppliers to ensure compliance with the Anti-slavery Policy. The Supplier shall keep a record of all training offered and completed by its employees and suppliers to ensure compliance with the Anti-slavery Policy and shall make a copy of the record available to Blade Farming on request.]

10.8 [The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.]

10.9 Blade Farming may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of [the Anti-slavery Policy or ]this clause 10.

## 11. Confidentiality

11.1 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. 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.

11.2 This clause 10 shall survive termination of the Contract.

## 12. Termination

12.1 Blade Farming may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Blade Farming shall pay the Supplier fair and reasonable compensation for any costs it has reasonably incurred in connection with performing its obligation under the Contract at the time of termination, but such compensation shall not include loss of anticipated profits or any indirect or consequential loss.

12.2 Without limiting its other rights or remedies, Blade Farming may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) if the Supplier commits an act of insolvency or is declared bankrupt or has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income or if an order is made, a petition is presented to any Court or a resolution is passed for liquidation and winding up of the Supplier (except that where a winding up is for the purposes of amalgamation or reconstruction and the resultant company is or agrees to be bound hereby) or if the Supplier makes any arrangement with its creditors or if an equivalent or similar event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Supplier's financial position deteriorates to such an extent that in Blade Farming's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

12.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 13. General

- 13.1 **Assignment and other dealings.** Blade Farming may at any time assign or transfer any or all of its rights or obligations under the Contract. The Supplier may not assign or transfer any or all of its rights or obligations under the Contract without the prior written consent of Blade Farming.
- 13.2 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.3 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Blade Farming.
- 13.4 **Waiver.** Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Severance.** 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.
- 13.6 **Notices.**
- (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 fax.
  - (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 13.6(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business 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 fax, one Business Day after transmission.
  - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.7 **Third party rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.
- 13.8 **Governing law and jurisdiction.** 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 law of England and Wales and each party irrevocably agrees that the courts of England and Wales 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).