

General Conditions of Purchase

1. **Ownership of Goods.** On goods purchased on delivered terms or on goods which sellers undertake to deliver, the property in the goods remain with the seller until they are delivered at the Buyers works, stores or other nominated destination. The Buyer reserves the right to reject the goods if they do not correspond in quality, fitness or description with the order.
2. **Payment.** Payment will be made as stated on the face of the order.
3. **Packaging.** Unless it is otherwise specifically stated in the order all packages are free and non-returnable. If goods are delivered on pallets, pallets to remain sellers responsibility. No metal ties, clips or fastenings to be used.
4. **Weighing.** Unless otherwise stated Buyers shall weigh the goods on delivery and these weights shall be accepted by sellers as final. Buyers shall give a copy of the weight note to the driver of the delivery vehicle.
5. **Assignments.** Rights and obligations under this order are not to be assigned by either party without the consent of the other; provided that the Buyer shall be entitled to assign to any of its Associated Companies as its option.
6. **Insolvency.** If before the fulfilment of this contract, either party shall suspend payments, commit an act of bankruptcy, notify any of his creditors that he is unable to meet debts or that he has suspended or that he is about to suspend payment of his debts, convene, call or hold a meeting of creditors, convene, call or hold a meeting to go into liquidation (other than for reconstruction or amalgamation) or shall apply for an official moratorium, have a petition presented for winding up, or shall have a Receiver appointed, the contract shall forthwith be closed, either at the market price then current for similar goods, or at the option of the other party, at a price to be ascertained by re-purchase or re-sale, and the difference between the contract price and the closing price shall be the amount payable or receivable under this contract.
7. **Patents: Designs, Trademarks.** The Seller warrants that the subject of the order does not infringe any patent, registered design or trademark and undertakes to indemnify the Buyer against all damages, losses or costs suffered by the Buyer in respect of any claim made under any patent, registered design or trademark. Should the Buyer receive notice of any claim that the subject of the order infringes any patent, registered design or trademark, the Buyer shall have the right to cancel the order. The converse shall apply where the Buyer requires the subject of the order to be made to its own specification.
8. **Disputes.** The order shall be governed by English Law, and all disputes which may arise out of the order shall be submitted to arbitration in London and the provision of the Arbitration Acts, 1950, 1975 and 1979, or any statutory re-enactment or modification thereof the time being in force shall apply.
9. **Force Majeure.** If at any time Buyer or Seller is hindered or prevented from making or taking any delivery under this contract due to any happening or event beyond the control of the Buyer or Seller (including, without limitation, lock-out of own employees by Buyer or Seller) then at the Buyer's option:
 - a) this contract shall be cancelled, or
 - b) delivery shall eventually be made as nearly in accordance with the agreed delivery programme as reasonably possible in the circumstances and neither Buyer or Seller shall have or make any claim on the other for failure to make or take to delay in making or taking delivery in accordance with the said delivery programme.
10. **Default.** In default of fulfilment of contract by either party, the other, at his discretion, shall, after giving notice by letter, telegram or telex, have the right to sell or purchase as the case may be, against the defaulter and the defaulter shall make good the loss, if any, on such purchase or sale on demand. If the party liable to pay be dissatisfied with the price of such sale or purchase or if the above right is not exercised and damages cannot be mutually agreed, any damages, payable by the party in default shall be settled by arbitration. In the event of default of Sellers damages such damages shall be based upon the actual or estimated value of the goods on date of default, to be fixed by arbitration unless mutually agreed, and nothing contained in or implied under this contract shall entitle Buyers to recover any damages in respect of loss of profit upon any contracts made by themselves or others unless the Arbitrators or Board of Appeal, having regard to any special circumstances, shall in their sole and absolute discretion award such damages. In the event of default in shipment or delivery, damages, if any, shall be computed upon the mean contract quantity.
11. All goods on this order, other than packing materials, are for inclusion in Compound Animal Feeding Stuff and must be guaranteed suitable, in all respects, for such inclusion, and meet the requirements of the Acts of Parliament including Feedingstuffs Regulation.
12. **Code of Practice.** Raw Materials tendered in stores must be registered under the GAFTA/AIC Store Scheme, and operate the DEFRA Code of Practice for "The Control of Salmonella". All deliveries must be in vehicles that operate the AIC Haulage Code of Practice or equivalent standard. All raw materials must be source assured to FEMAS or GMP or equivalent standard.

INSTRUCTIONS AND CONDITIONS SET OUT IN THIS ORDER MUST BE OBSERVED OTHERWISE THE ORDER MAY BE CANCELLED

FOR SPECIFIC CONDITIONS RELATING TO THIS CONTRACT PLEASE SEE OVERLEAF.