

This contract supersedes any previous contract between the Buyer and the Seller.

1 DEFINITIONS

In these Conditions unless the context otherwise requires: 'in writing' means written paper copy or by email; 'AI' means artificial insemination; 'Breeding Stock' means pigs supplied by the Seller for breeding purposes; 'the Buyer' means any person from whom the Seller has received an order and which the Seller has accepted in writing; 'Conditions' means these terms and conditions of Sale; 'Contract' means a contract made by the Buyer with the Seller for the sale and purchase of the products subject to these conditions; 'Equipment' means any equipment supplied by the Seller to the Buyer; 'Intellectual Property Rights' means any patent, genetics, copyright, registered design right, trade mark or other industrial or intellectual property right in respect of the products and application of the products; 'Materials' means any materials supplied by the Seller to the Buyer; 'Person' means any company, individual, partnership or unincorporated association; 'the Price' means the price for the products as set out in the order acknowledgement of the Seller subject to clause 6.1 of these conditions; 'the products' means any gilt, sows, Materials and/or Equipment supplied by the Seller to the Buyer pursuant to the contract; 'the Seller' means GENESUS UK Ltd, a company incorporated and registered in England and Wales with company number 10962699 whose registered office is at Penrhale Farm, St. Rudy, Bodmin, Cornwall PL30 3PP; 'Service Date' means the first date on which gilts or sows, the subject of an order placed between the Buyer and Seller, are inseminated; 'Slaughter Pigs' means pigs supplied by the Seller for the production of pigs for slaughter purposes.

2 ACCEPTANCE OF ORDERS

2.1 Any order by the Buyer for the products shall be subject to these conditions and the Buyer accepts that these conditions shall govern all relations between the Buyer and the Seller to the exclusion of any other terms including without limitation any conditions or warranties whether written or oral, expressed or implied (except of those warranties set out in these conditions) even if contained in any of the Buyer's documents which purport to provide that the Buyer's terms of business shall prevail.

2.2 A contract shall not come into existence until the Seller has unconditionally confirmed in writing its acceptance of the order for the products subject to these conditions. Such written confirmation shall include that by formal email from a defined Genesus UK email address. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the contract.

2.3 No variation or qualification of the conditions or any quotation or order arising from such order shall be varied unless agreed in writing by a director of the Seller and a duly authorised partner, director or employee of the Buyer.

2.4 The Seller may accept orders placed against quotations within twenty-one (21) days of the date of the quotation. For the avoidance of doubt no quotation shall be deemed an offer by the Seller.

3 CANCELLATION OF ORDERS

The Seller will accept a cancellation of an order made by the Buyer in writing given or posted directly to the registered office or emailed to info@genesusuk.com provided that such cancellation is received by the Seller no less than fourteen (14) days before the agreed date of delivery of the products except in respect of orders for 'in-pig' gilts and sows for which the Seller will only accept a cancellation by the Buyer in the event that the cancellation notice is received in writing before the first Service Date. In the event that the Buyer purports to serve a cancellation notice on the Seller within seven (7) days of the agreed delivery date or after the service date the Buyer will be liable to pay to the Seller the full purchase price for any products ordered by the Seller from the re-sale of products or their carcasses less such sum as represents the full administrative cost to the Seller of disposing of the products.

4 DELIVERY AND RISK

4.1 Unless agreed and varied in advance in writing by the Seller, the products shall be at the Buyer's risk immediately upon either loading the products (except semen) on to the transport at the Seller's premises or in the case of semen on leaving the Seller's premises.

4.2 The Buyer acknowledges and accepts that the products may be delivered by the Seller with products ordered by third parties and that there is a risk of cross-infection of diseases and the Buyer will accept the products on delivery on this basis and that no claim will be made against the Seller arising from or in connection with such cross-infection.

4.3 All pigs to be sold at a minimum live weight this shall be the weight at the time of dispatch from the Seller's premises. The Seller has no liability for weight loss during transit.

4.4 All dates given by the Seller for delivery are approximate only and time for delivery shall not be of the essence. The Seller shall not be liable for any delay in delivery of the products that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the products.

4.5 In the event of any delay in dispatch or delivery of the products which is attributable to the Buyer's acts or omissions the Seller shall pay the price to the Seller in accordance with these conditions, the products having been treated as delivered at the time that delivery had been agreed. Any extra costs and expenses or weight gain incurred arising from or in connection with the delay shall be added to the price.

4.6 The Seller reserves the right to make any order in any number of separate consignments on different delivery dates and at different weights and to invoice the Buyer for each separate consignment as it is delivered.

4.7 In the event that having supplied the products in more than one consignment and the Seller is unable for any reason whatsoever to supply the remaining products then in each case the Seller may give notice to the Buyer confirming this and that the contract shall be deemed to have been terminated by mutual consent without any further claim being made against the Seller by the Buyer but without prejudice to the right of the Seller to be paid in full for those products already delivered to the Buyer.

5 PAYMENT

5.1 Payment for deliveries in the UK shall be due 14 days from the date of delivery, as shown on the invoice unless agreed otherwise.

5.2 For non-UK deliveries payment shall be made by confirmed irrevocable letter of credit, the terms of which must be approved by the Seller, not less than 14 days prior to the start of any quarantine period the products may be required to undertake, or dispatch from the UK, whichever is the earlier. Interest will be charged daily at 5% over the Bank of England Base Rate, on the due amount if payment in full is not received by the Seller as cleared funds within 14 days of the dispatch date.

5.3 Where previously agreed in writing the Buyer shall be entitled to pay the Seller, in accordance with Clause 5.1 by Direct Debit into the Seller's bank account from time to time. The number of instalments shall be agreed in advance with the Seller. The final payment is due to the Seller 15 days after the invoice date.

5.4 The Seller shall be entitled to disallow any discounts in respect of any products supplied to the Buyer by the Seller in the event that any invoice of the Seller has not been paid in full by the time referred to in Clause 5.1 above.

5.5 Interest shall be charged on all invoices outstanding beyond their due date, at a rate of 2% per calendar month or part thereof compounded monthly both before and after judgment.

5.6 The Seller may withhold all future deliveries of the products to the Buyer in the event that there are any outstanding unpaid invoices due to the Seller.

5.7 No claim by the Buyer shall entitle it to any deduction, retention or withholding of any part of the price to the Seller and the Buyer shall not be entitled to any right of set-off against the Seller in any circumstances whatsoever.

6 PRICE

6.1 The Seller reserves the right to alter the price of the products at any time in the event of there being any difference between the price ruling at the date of the Buyer placing the order and the price ruling at the date of delivery in which case the Seller reserves the right to pay the price ruling at the date of delivery.

6.2 All prices quoted or agreed for the products do not include carriage or other transport charges, haulage, VAT or other costs and expenses which will be added to the price.

6.3 A fee of £250 will be charged to the Buyer in respect of all cheques which are not honoured on any presentation.

7 RETENTION OF TITLE

7.1 Notwithstanding delivery and the passing of risk in the products, ownership of the products and any progeny or arising from the products shall not pass to the Buyer until the Seller has received cleared funds in full payment of the price and any other sums then due to the Seller by the Buyer.

7.2 Until such time as the ownership in the products passes to the Buyer in accordance with clause 7.1 above the Buyer shall hold the products as the Seller's fiduciary agent and bailee and where the products are semen the Buyer shall hold the progeny arising from the semen as the Seller's fiduciary agent and bailee.

7.3 Whilst title to the products remains to be transferred to the Buyer, the Buyer shall keep the products (in the case of pigs) properly housed, fed, watered, protected, medically treated and insured and shall be entitled subject to clause 7.5 below to resell the products (in the case of pigs, equipment and materials) in the ordinary course of business but shall do so only in a trustee capacity and as agent for the Seller, and shall pursue claims for the proceeds of such sale, and shall hold such proceeds of sale for and on behalf of the Seller. For any product which is not being sold in accordance with clause 7.1 above, the seller has an immediate right to enter upon any part of the Buyer's premises or those of any third party where the products are located.

7.4 Until such time as the ownership in the products passes to the Buyer in accordance with clause 7.1 the Seller shall be entitled at any time to require the Buyer to deliver up the products and any progeny of the products to the Seller and, if the Buyer fails to do so immediately, to enter upon any of the Buyer's premises or those of any third party where the products are located and repossess them in whole or in part and upon the exercise of the rights in this clause by the Seller or its agent the Buyer's entitlement to resell the products shall immediately cease.

7.5 Until the ownership in the products, being semen, and the progeny arising therefrom passes to the Buyer and where the Buyer has sold-on the said progeny to a third party, ownership in the progeny remains with the Seller although the Seller acknowledges as a debt to the Buyer the value of that part of the said progeny attributable to the Buyer.

7.6 The Buyer shall not be entitled to pledge or in any manner charge by way of security for any indebtedness any of the products until the terms of clause 7.1 above have been satisfied but if the Buyer does so then all monies owing by the Buyer to the Seller under the contract or any other contract shall (without prejudice to any other right or remedy of the Seller) become immediately due and payable.

7.7 The Buyer shall maintain and replace where lost or damaged any ear tags on the products and shall leave any tattoo on the products intact and take all necessary steps to ensure that such records as will enable the Seller to easily and readily identify the products. The Buyer agrees to provide full and immediate access to the Seller to any and all records required in order to identify, and validate the identity, of delivered stock and any other related stock referred to in any way within this contract.

7.8 The Buyer agrees with the Seller that any cost and expense of feeding and otherwise maintaining the products ultimately recovered under this Clause 7 shall be forfeited by the Buyer.

7.9 Notwithstanding clause 7.3 above, that part of the products, which is semen, shall only be used by the Buyer to inseminate the Buyer's own pig stock and the Buyer agrees that it shall not give, sell or otherwise transfer any semen forming part of the products to any third party and in the event that the Buyer is in breach of this clause the Seller shall be entitled to charge the Buyer the sum of £1,000 for each individual breach and the Buyer acknowledges that, notwithstanding any claim for any breach of clause 13 by the Buyer, this is a fair and reasonable charge taking account of the damage that such a breach has in respect of the Intellectual Property Rights of the Seller.

8 COMPLAINTS AND CREDITS

8.1 The Buyer must inspect the products upon delivery, and notify the Seller in writing within 12 hours of delivery of any obvious defects to the products.

8.2 In the event of any complaint about any or all of the products the Buyer must write to the Seller stating the delivery date, invoice number, pig tag and/or ear tattoo number and/or batch number of the products and the precise nature of the complaint.

8.3 If a complaint is received from the Buyer the Seller may at its discretion send a field officer or an agent to assess the validity of the complaint.

8.4 If the complaint relates to an AI boar being functionally unsound or incapable of performing as an AI boar after proper isolation and acclimatisation as set out in clause 9 below, or if other pigs or semen do not comply with the warranties set out in clause 10 below the Seller reserves the right to authorise slaughter in respect of any relevant pig following notification to the Buyer. Thereafter either issue a credit for the invoiced cost of the pig or semen, less in the case of a pig, the slaughter value or to the Seller's discretion will supply the Buyer with a replacement pig or semen as determined solely by the Seller.

8.5 In the event of a complaint by the Buyer based on the incapacity of an AI boar to perform as an AI boar, and the Seller reserves the right to require that AI boar to undertake additional training and testing before the Seller is obligated to issue credits and authorise slaughter unless it can be proved by the Buyer that the relevant AI boar is untrainable.

8.6 The Seller will not issue a credit for dead or slaughtered pigs unless the complaint procedure set out in clauses 8.1 to 8.3 inclusive above has been followed and a post-mortem report certified by the Buyer's veterinarian states that there was a defect in the pig that rendered it incapable of breeding and producing progeny after the required period of isolation and acclimatisation.

8.7 Notwithstanding clause 8.6 above, the Seller will only issue credits or replacement pigs in the event that the relevant complaint is received within the times set out below and the Seller is satisfied that the Buyer has a valid complaint. In order to be valid, the complaint must also be raised within the following timescales as defined in 8.7.1 to 8.7.5.

8.7.1 24 hours from the time of dispatch in the event of non-delivery of semen provided that a guaranteed delivery service has been requested;

8.7.2 72 hours after delivery based on the structural soundness of an AI boar not related to dysfunctionality or capacity of performing.

8.7.3 90 days after delivery based on the incapacity to perform as an AI boar;

8.7.4 30 days after delivery regarding the quality of semen;

8.7.5 150 days after delivery regarding gilts and natural service boars which do not relate to their structural soundness.

8.8 Any credits issued in respect of any complaints shall be set off against any sums due to the Seller by the Buyer and any balance will be credited to the Buyer.

9 ANIMAL ISOLATION AND ACCLIMATISATION PROCEDURE

The Buyer agrees that in order to maximise the growth and breeding potential of the products the Buyer shall isolate the products (where the products are pigs) in a clean pig facility physically separate from all other animals for at least 60 days from the date of delivery and to follow all of the recommendations of its veterinarian for isolation and release of the products after the end of the isolation period and will not commence acclimatisation procedures within the isolation facility for at least 14 days after delivery. In the event that the Buyer is in breach of the obligations set out in this clause the warranties given by the Seller in clause 10 shall be null and void.

9.1 The Buyer agrees to test the products at the Buyer's expense for pathogens or disease whilst the products are in isolation, and on request provide such test results to the Seller in a format which clearly identifies the individual stock tested.

The Buyer shall acclimatise the products in the immediate proximity of existing pig stock for at least 30 days either after or during the period of isolation and shall follow all the recommendations of the Buyer's veterinary advisor in respect of the release of the products following acclimatisation.

10 WARRANTIES

10.1 The Seller warrants that the products (where these are pigs) have either been:

10.1.1 owned by the Seller for at least 30 days prior to delivery; or

10.1.2 acquired by the Seller from a farm which operates in accordance with standards stipulated by the Seller.

10.2 All AI boars will be capable of being trained to approach, mount and leave an AI dummy and will be capable of performing as AI boars after training.

10.3 All gilts over 5 months old sold by the Seller to the Buyer shall be fit for breeding purposes provided that the Buyer complies with the Seller's recommendations for isolation and acclimatisation referred to in clause 9 of these conditions.

10.4 All boars and gilts sold to the Buyer which are under 5 months old are excluded from the warranty given in Clause 10.3 above. Where the products constitute semen, the semen shall conform to industry standard guidelines at the time of delivery to the Buyer. Subject to clause 10.7 to 10.9 inclusive, these Conditions contain all the warranties given to the Buyer by the Seller in respect of the products. The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the products. No other warranties either express or implied are given. To the extent permitted by law all express or implied conditions, representations or warranties as to the description, quality or fitness of the products or otherwise are expressly excluded.

10.5 Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

10.5.1 loss of profit; or

10.5.2 loss of goodwill; or

10.5.3 loss of business; or

10.5.4 loss of business opportunity; or

10.5.5 loss of anticipated saving; or

10.5.6 loss or corruption of data information; or

10.5.7 special, indirect or consequential damage suffered by the other party that arises under or in connection with this agreement, limited to the value of this order. The Seller does not warrant the health status of the products, or of the progeny resulting from the products.

10.6 The Seller does not warrant that the gilts or sows administered with the semen will produce progeny.

11 ACKNOWLEDGEMENTS

11.1 The Buyer hereby acknowledges to the Seller that:

11.1.1 The Buyer is an experienced pig breeder and acknowledges that organisms which cause pig diseases, namely 'pathogens', are present in every pig herd, including those herds of the Seller, and in semen;

11.1.2 The Buyer acknowledges that any disease may arise at any time and the Seller will, when possible, provide the Buyer with technical information relating to pathogens which the Seller considers to be significant;

11.1.3 outbreaks of diseases in pigs and pig herds are caused by many factors, in addition to the presence of pathogens, for which there may be no immunisations, treatments or remedies;

11.1.4 The Buyer's veterinary advisor has satisfied himself, as agent for the Buyer, in consultation with the Seller's veterinary advisor, as to the health status of the products and the Buyer acknowledges that nothing known by the Buyer's veterinary advisor about the Products shall make any or all of the products unmarketable, unfit for their purpose or not in compliance with their description.

11.2 Except as provided in this contract which are being sold for the production of slaughter pigs only and shall not be employed for the production of breeding stock and in the event that such pigs are employed as breeding stock then the Seller shall be entitled to claim the sum of £500 per pig employed in this manner and £500 for each and every progeny arising therefrom and the Buyer hereby agrees to indemnify the Seller in respect of any and all such liability.

11.3 Where the stock supplied is described as 'grandparent stock', the Buyer accepts that such stock may be used to produce parent stock only for the Buyer's own use and that the progeny of grandparent stock may be sold to any third party only for immediate slaughter.

12.1 Save for liability arising from a breach of the warranties set out in Clause 10 above and the remedies provided in these conditions the Buyer shall have no claim whatsoever against the Seller in respect of any direct or indirect losses, costs, claims, demands, expenses and compensation incurred by the Buyer arising from, but not limited to:

12.1.1 the products or any part of them;

12.1.2 any advice or information provided by the Seller together with any advice given in clause 15;

12.1.3 the failure of gilts and sows to conceive, settle, farrow or produce progeny;

12.1.4 the supply of, use of, resale of or slaughter of, pigs which are the subject of a medication withdrawal period at the time of delivery to the Buyer;

12.1.5 birth and/or genetic defects in any progeny.

12.1.6 the failure of natural service boars to breed offspring or the failure of AI boars to perform as such.

12.1.7 Where the products constitute semen, the failure of semen to produce progeny.

12.1.8 Any cross infection of diseases of the products, or the Buyers existing livestock.

12.2 Nothing in this agreement limits or excludes the liability of the Seller:

12.2.1 for death or damage to property resulting from negligence; or

12.2.2 for any damage or liability incurred by the Buyer as a result of fraud or fraudulent misrepresentation by the Seller; or

13 INTELLECTUAL PROPERTY

13.1 The Buyer acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the products or any part of the products in which the Seller has an interest, is and shall remain vested in the Seller.

13.2 In the event that new inventions, designs, processes or genetics evolve in the performance or as a result of any agreement under these conditions the Buyer acknowledges that all Intellectual Property Rights in these shall belong to the Seller unless otherwise agreed in writing by the Seller.

13.3 The Buyer shall indemnify the Seller fully against all direct and indirect losses, costs, claims and expenses incurred by the Seller arising from or in connection with any unauthorised use or exploitation of the Intellectual Property Rights arising from or in connection with any act or omission of the Buyer or its employees or agents.

14 CONSULTANCY SERVICES

14.1 Where the Seller agrees to provide the Buyer with any consultancy services, the Buyer acknowledges that it accepts such consultancy services on the terms set out in clause 15 below.

15 SERVICE CONTRACTS

15.1 Service contracts which may be provided by the Seller, whether remunerated or not, may include any of the following:

15.1.1 agreed genetic management contracts; or

15.1.2 the preparation of agreed cash flow forecasts; or

15.1.3 to undertake the design of building or structures; or

15.1.4 provision of veterinary advice; or

15.1.5 provision of nutritional advice; or

15.2 The Buyer acknowledges and accepts that the Buyer shall be solely responsible for the production and accuracy of all forecasts provided by the Buyer and that the Seller shall not be liable for any such matters. The Buyer further acknowledges that all advice, suggestions or information or advice provided by the Seller to the Buyer pursuant to this clause shall be provided without risk or liability of the Seller and the Buyer further acknowledges that all forecasts and predictions whether as to the operation of any genetic management contract, business plans, building designs or other consultancy services are estimates only and that the Seller shall not be responsible for the actual results achieved. The Buyer further acknowledges that all liability in respect of such matters is hereby expressly excluded insofar as legally permissible in particular but not limited to the Buyer's recognition that the Seller shall not be held responsible for and shall not be liable for outbreak or spread of any infection or disease amongst any of the products or other pigs or livestock of the Buyer which may otherwise arise by operation of the contract.

15.3 Subject to clause 15.1 the Seller provides no warranty that any result or objective can or will be achieved or attained at or by a given completion date or any other date, whether stated in this contract or elsewhere. The Buyer shall indemnify and hold harmless the Seller from and against all claims and losses arising from loss, damage, liability, injury to the Buyer, its employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Buyer by the Seller, its employees or consultants, or supplied to the Seller by the Buyer within or without the scope of this agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever. 15.4 In the event that the parties to this contract do not agree in writing that it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this contract, and any conditions, warranties or other terms implied by statute or common law are excluded from this contract to the fullest extent permitted by law. Nothing in this contract excludes liability for fraud.

16 TERMINATION

16.1 The Seller will (without prejudice to any of its other rights hereunder) be entitled to terminate the contract forthwith by written notice if the Buyer shall:-

16.1.1 fail to pay any amounts falling due (whether under these conditions or otherwise); or

16.1.2 be declared bankrupt; or

16.1.3 suffer the appointment of a receiver; or

16.1.4 go into voluntary or compulsory liquidation (other than for the purposes of bona fide amalgamation or bona fide reconstruction); or

16.1.5 enter into a composition with its creditors or have an administrator or an administrative receiver or manager appointed over the whole or any part of its assets; or

16.1.6 be otherwise declared insolvent or prohibited from trading; or

16.1.7 commit a breach of any term of contract or of any other contract between the Seller and Buyer

16.2 Upon termination all unpaid invoices rendered by the Seller to the Buyer shall become immediately payable.

16.3 Where the Buyer has placed an order with the Seller for the Seller to supply the products 'until further notice' or at a minimum quantity or value per month, quarter or other periodic interval, the Buyer shall be required to give the Seller not less than six calendar months' notice in writing to terminate such order.

17 FORCE MAJEURE

17.1 If the Seller is unable to perform any of its obligations by reason of any circumstances beyond its control, including but not limited to government action, fire, flood or rail or air accidents, disease, extreme weather conditions, strikes or other dispute then the time for performance of such obligations shall be extended until the circumstances causing such inability are removed, provided that the Seller gives written notice of such circumstances to the Buyer promptly after it has knowledge of the occurrence thereof. If such inability continues for a period of six consecutive calendar months or more the Seller (but not the Buyer) may terminate this contract by giving to the other party 28 days written notice. Such termination will be without further liability on the part of either party but will not affect any claim or claims which either party may already have against the other party arising out of the contract.

18 GENERAL

18.1 The Buyer may not assign, transfer or part with any of its duties or obligations to be performed hereunder without the Seller's prior written consent.

18.2 The failure of either party to this contract to exercise or enforce any rights conferred in these conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

18.3 The headings of each provision are intended to be for convenience only and do not affect the interpretation of these conditions.

18.4 If any provision of these conditions is agreed by the Parties to be illegal, void or unenforceable under any applicable law or if any court of competent jurisdiction in a final decision so determines these Conditions shall continue in force save that such provision shall be deemed to be exercised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.

19 LAW

19.1 The contract shall be governed and interpreted in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

20 THIRD PARTY RIGHTS

20.1 The conditions give no rights under the contract (Rights of Third Parties) Act 1999. This does not affect any rights which would otherwise be available not arising from this act.