

HIGH GAME REARING FARM

Condition of Sales

INTERPRETATION

In the conditions the following words shall bear the following meanings:- "the seller" shall mean the person Association) named in the documentation as the supplier of Goods: "the buyer" shall mean the person purchasing the Goods. "the Contract" shall mean the contract for the sale and purchase of the Goods entered between the Seller and the Buyer in accordance with Condition 2. "Delivery Date" the actual time and day of delivery as agreed between the parties in writing or otherwise. "Goods" shall mean pheasants, partridges, and any other fowl/poultry, of any age including the eggs of all or any of them. "Writing" includes telex, electronic mail, facsimile transmission, and comparable means of communication.

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

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

BASIS OF THE SALE

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation, written or otherwise, of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted, or purported to be made, by the Buyer.

No variation to these conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are, not so confirmed.

Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

ORDERS AND SPECIFICATIONS

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

The quantity and description of the Goods shall be those set out in the Seller's Delivery Confirmation.

No order which has been accepted by The Seller may be cancelled by The Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges, and expenses incurred by the Seller as a result of cancellation.

PRICE OF THE GOODS

The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, lack of general supply due to government regulations or outbreak of disease), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, for any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to The Seller. An additional charge may be made for packing and carriage on all orders, If day old chicks are ordered by the Buyer, the Seller shall free of charge supply such additional number of chicks as equals (as near as may be) 2% of the numbers ordered by the Buyer.

TERMS OF PAYMENT

Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

The Buyer shall pay the price of the Goods, without any other deduction, within thirty (30) days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Receipts for payment will be issued only upon request.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries to the Buyer. Appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and charge the Buyer interest (after any judgment) on the amount unpaid at the rate of (eight) per cent (8%) per annum above the Barclays Bank base rate until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Interest before judgement rated at two and one half percent (2 1/2%) per month compound.

PHEASANT AND PARTRIDGE POULTS

Any variation of these terms must be in writing and signed by a duly authorised representative of the seller.

All pheasant and partridge poults sales will originate with a quotation of the price and no order will be accepted unless half the stated purchase price has been received by the seller at the time of acceptance of the order.

No delivery of any order will be made until the whole balance of the purchase price has been paid to the sellers in cleared funds.

Any favour granted to the buyer will be at the sole discretion of the seller and will not negate the terms of the contract.

DELIVERY

The Goods are to be delivered to a place specified (in writing) by the buyer, by the Seller delivering the Goods to that place.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

The Seller shall accept no liability (including any liability for negligence) for any damage or loss (including consequential loss or loss of profits) arising from delay or failure to deliver Goods for any reason whatsoever.

If the Buyer fails to take delivery of the Goods on the due Delivery Date, or fails to give the Seller adequate delivery instructions at the time stated for delivery otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage, labour and foodstuffs.

Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

RISK AND PROPERTY

Risk of damage to or loss of the Goods shall pass to the Buyer:

In the case of Goods to be delivered at the Buyer's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

Not with standing delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall not be entitled to use the Goods in the ordinary course of its business.

Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

WARRANTIES AND LIABILITY

Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery.

Whilst every effort is made to ensure that the quality of the Goods delivered is as is ordered, the warranty is given by the Seller subject to the following conditions:

The Seller shall be under no liability in respect of any disease or infection in the Goods howsoever arising.

The Seller shall be under no liability for any outbreak of disease amongst the existing fowl (including but without limitation pheasants, partridges, quail, ducks and guinea fowl of any age) owned by the Buyer which is attributed to all or any of the Goods sold by the Seller to the Buyer.

The Seller shall be under no liability in respect of any reduction in the quality or quantity of the Goods arising from a failure to follow the Seller's instructions (whether oral or in writing), or delivery delayed by the Buyer or as a result of poor weather conditions whilst the Goods are in transit to the place requested for delivery by the Buyer.

The Seller shall be under no liability, where the Goods include hatching eggs, if all or any of such Goods fail to hatch.

The Seller shall be under no liability in the event of the Buyer setting Goods which are eggs or causing such eggs to be set in an incubator which shall be undertaken entirely at the Buyer's own risk.

Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by the statute or common law are excluded to the fullest extent permitted by law.

Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements) Order 1996) the statutory rights of the Buyer are not affected by these Conditions.

Any claim by the Buyer which is based on any defect in the quantity or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven (7) days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of a defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of these Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or such of them in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control;

Act of God, explosion, flood, tempest, fire or accident

War or threat of war, sabotage, insurrection, civil disturbance or requisition

Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any statutory body, governmental department or agency or local authority or other body having jurisdiction over the activities of the Seller (including in particular any such as relate to the movement or sale of birds);

Import or export regulations or embargoes;

Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

Difficulties in obtaining the Goods, labour or fuel;

Power failure or breakdown of machinery.

Where the Seller is hindered or prevented by reason of any of the circumstances mentioned in clause 8.10 from performing its obligations in relation to the Goods, the Seller shall have the right to:-

Extend the time or date for delivery by such periods as the Seller in its absolute discretion shall consider reasonable.

Rescind the Contract or deliver such smaller quantity of Goods as the Seller shall consider reasonable, the Buyer paying for such Goods delivered at the contractual price per item without being liable for any loss or damage thereby caused.

INSOLVENCY OF BUYER

This clause applies if:

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

An encumbrance takes possession, or receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or

The Buyer ceases, or threatens to cease to carry on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the BUYER accordingly. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract without any liability to the Buyer, and if the Goods have been delivered but not been paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

GENERAL

Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these conditions and the remainder of the provision in question shall not be affected thereby.