

POULET ANGLAIS TERMS AND CONDITIONS OF SALE

1. Definitions

In those Terms and Conditions:

- 1.1 "the Company" means POULET ANGLAIS
- 1.2 "the Buyer" means the person placing an order accepted by the Company
- 1.3 "day old chicks" means the chicks and other goods and services which the Company is to supply to the Buyer in accordance with these terms and conditions of sale
- 1.4 "writing" includes telex cable facsimile and comparable means of communication

2. Conditions of Sale

- 2.1 Every sale by the Company is subject to these conditions, whether the sale shall result from a written order or a verbal order
- 2.2 No contract will come into existence until the Buyer's order is accepted by the earliest of the Company's written acceptance or delivery of the day old chicks
- 2.3 All other terms, conditions warranties and representations, whether implied by statute common law or usage or expressed by the Buyer or by the Company are hereby excluded and extinguished
- 2.4 No variation will bind the Company unless it is in writing and signed on behalf of the Company by the owner
- 2.5 The Company's employees or agents are not authorised to make, and the Buyer must not rely on any representations concerning the day old chick unless confirmed in writing by the owner

3. Risk and Property

- 3.1 The risk in the day old chicks shall pass to the Buyer on their arrival at Farm
- 3.2 Beneficial ownership and the legal title of the day old chicks shall remain with the Company until payment in full of all sums due to the Company under this contract or otherwise has been received by the Company. If the Buyer purports to sell the day old chicks or any of them before such payment in full, the Buyer will hold the proceeds of the sale on trust for the Company
- 3.3 The Company shall have the right at any time until title passes to the Buyer to recover any day old chicks by taking possession of each day old chick, and remove the same day for slaughter and apply the proceeds of sale of the carcasses to any amount outstanding to the Company. The Buyer hereby authorises the Company its agents or employee's to enter any premises for the purpose of the Company exercising its right under this condition

4. Terms of Payment

The Buyer shall pay the price of the day old chicks within 3 days of the Company's invoice unless otherwise agreed in writing by the Company. If the Buyer shall fail to pay on the due date the Company reserves the right to:

- 4.1 suspend any further deliveries to the Buyer
- 4.2 apply any sums paid by the Buyer to the Company in settlement of any sums owing by the Buyer to the Company as the Company sees fit
- 4.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 15p per 100 chicks per week

5. Price of the Goods

- 5.1 The price of the day old chicks shall be the price stipulated in the Company's price list current at the date of the Company's acceptance of the Buyer's order. The price is exclusive of any value added tax which the Buyer shall be additionally liable to pay the Company if applicable
- 5.2 Except as otherwise stated in any quotation or the price list of the Company, all prices include delivery to the address specified in the order

6. Death in Transit

If the Company is satisfied that any day old chicks sold to the Buyer died in transit to the Buyer's premises and the Buyer notified the Company as soon as practicable, (but in any event not later than 24 hours after the same time when the day old chicks are received by the Buyer) the Company will either credit the Buyer with the invoice price of the dead day old chicks or replace them with day old chicks as soon as practicable, but the Company shall not be required to replace any day old chicks which have died in transit if the number received by the Buyer shall equal or exceed the number ordered

7. Death of Day Old Chicks

If any day old chicks supplied die within 7 days from delivery, the Company will credit the Buyer with the invoice price and the examination costs of the dead day old chicks provided that:

- 7.1 the Buyer notified the Company within 24 hours by telephone of the onset of disease and the number of dead day old chicks and
- 7.2 confirms in writing to the Company the number of day old chicks which died within 7 days from delivery
- 7.3 the Buyer at his own cost consigns the dead day old chicks to a veterinary surgeon of DEFRA (or its successor) or to a qualified poultry veterinary surgeon for examination and
- 7.4 the veterinary surgeon after conducting a post mortem examination certifies in writing that the death of the day old chicks was caused by a condition present in the day old chicks at the date of delivery

8. Limitations of Liability

- 8.1 The Company shall not be liable to replace day old chicks or give credit for any part of the purchase price or for any direct or indirect loss to the Buyer or for any fault disease patent or latent defects or other losses or liability (subject to 8.2 below) however arising and whether or not caused by the negligence of the Company or its employee or agents except the Company's liability to give credit or supply replacement day old chicks in accordance with conditions 6 and 7 above
- 8.2 Nothing in the contract will restrict or exclude the Company's liability for death or personal injury caused by the negligence of the Company
- 8.3 In no event will the Company be under any liability whatever to the Buyer for any loss of profit, business, contracts, revenues or anticipated savings, or for any indirect or consequential loss and/or expense (whatever the cause, including negligence) suffered by the Buyer
- 8.4 The Company's liability to the Buyer, whether for any breach of contract, negligence or otherwise, will not in any event exceed the sum owed by the Buyer to the Company under the contract

9. Force Majeure

The Company is not to be liable for any default to any disease, war, fire, act of God, stoppage of the Company's employees, industrial action, prohibition or restriction by a competent authority, failure or any person to deliver eggs, day old chicks or other products of the Company or by any other cause beyond the reasonable control of the Company then the Company shall be under liability whatsoever to the Buyer for the resulting delay or failure to deliver or for any loss consequential thereupon

10. Damages on Cancellation of Order

In the event that the Buyer within 35 days prior to the earliest estimated delivery date of an order for any consignment of day old chicks cancels such order the Buyer agrees and undertakes to pay to the Company by way of liquidated damages (and not otherwise) the sum equal to 90% of the invoice price of such order without any deduction whatsoever save and except in the event that the Company is able within the said period of 35 days to resell any of the day old chicks allocated by the Company to the Buyer's order the Company give credit in respect of the proceeds of such resale in mitigation of the damages liquidated as aforesaid

11. Vaccination

No vaccination of day old chicks shall be undertaken by the Company unless ordered by the Buyer at the time the order is placed

12. Selling on of hatching eggs.

Hatching eggs are sold on the understanding that the recipient is the hatcher of those eggs and that they are NOT FOR RESALE under any circumstances. The Company reserve the right to seek damages if the eggs are sold on.

13. These Terms and Conditions are effective immediately