

1. Interpretation In these Conditions: - "Company" means Vencomatic Poultry UK Ltd of Avian House, Thirsk Industrial Park, Thirsk, North Yorkshire, YO7 3BX (registered in England under number 07803669) "Customer" means the person, firm or Company who accepts a quotation or signs the order confirmation or purchases the Goods or services from the Company for the sale of the Goods and/or Works or whose order for the Goods and/or Works is accepted by the Company; or the seller, the Contractor, the service provider, The Company's counterparty, the principal, the buyer. "Conditions" means the standard terms and Conditions of trade set out in this document and (unless the context otherwise requires) includes any special terms and Conditions agreed in Writing between the Customer/the Customer and the Company "Contract" means the Contract for the purchase and sale of Goods and/or Works "Contractor Terms" means the standard terms of agreement between the Company and a Contractor on the Company's standard terms or as varied for the Customer's specific purposes from time to time together with any amendments or additions thereto notified to the Customer where applicable prior to commencement of the Works "Master Change Proposal Form" any supplementary written agreement for varying the terms of the Contract "Goods" means the Goods (including any instalment of the Goods or any parts for them) which the Company is to supply in accordance with these Conditions "Works" means the installation of the Goods in whole or in part as the case may be "Writing" includes facsimile transmission, e-mail and comparable means of communication Any reference in these Conditions to any provision of a 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.

#### 2. Basis of the Contract

- a) The Company shall sell and the Customer shall purchase the Goods and/or Works in accordance with any written quotation of the Company which is accepted by the Customer.
- b) No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company, the Company's employees or agents are not authorised to make any representations concerning the Goods and/or Works unless confirmed by the Company in Writing. In entering the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and/or Works which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is 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 Company shall be subject to correction without any liability on the part of the Company.
- c) These Terms and Conditions will apply to all Assignments, offers and Agreements between The Company and the Customer, to the extent that these Terms and Conditions have not been explicitly deviated from by the parties in Writing.
- d) The Contract and any dispute will abide by and be settled by English law, and in English courts.

#### 3. Performance of the Agreement

- a) The agreement starts when the Company has received the signed Company documents from the Customer which include the first monthly payment
- c) The Company will determine the manner in which the Agreement is to be performed, to the extent that no provisions to the contrary have been explicitly agreed in Writing by the parties.
- d) In this agreement, all parties agree to be bound by the opinion of the Company representative as to the quality and workmanship of the service work carried out, and condition of the Goods.
- e) In the event and to the extent necessary for a satisfactory performance of the work, the Company will be entitled to engage third parties for certain activities.
- f) The Customer shall ensure that all data, measurements and permits which The Company indicates are necessary or which the Customer should reasonably understand are necessary for the performance of the Agreement are provided to The Company in appropriate time. If the information and permits necessary for the performance of the Agreement are not provided to The Company on time, The Company will be entitled to suspend performance of the Agreement
- g) In the event that Work is performed by The Company or by third parties engaged by The Company at the Customer premises or at a location designated by the Customer in the context of the Assignment, the Customer will provide any facilities reasonably required by The Company's employees or by those of the relevant third party, free of charge.
- h) The Customer shall ensure that The Company will have at its disposal and in good time:
  - sufficient facilities for supply, storage, moving and removal of materials and equipment.
  - Connection of facilities when needed for electrical equipment, lighting, gas, fuel, compressed air, water, grease, etc., required for assembly and repairs.
  - and such lighting facilities that the service work can also be performed under artificial lighting.
- l) The Customer must take safety measures during the performance of the work and must supervise the work itself or appoint a principle Contractor. The Customer will be obliged to comply with the statutory regulations in doing so.
- j) The Agreement covers the complete work as described in the offer. If required, it will cover training or instructions for operating the system. The Company will determine the scope and duration of the training and will not accept any liability to the performance, competence, or safe use after the period of training.
- k) The Customer will be responsible for the proper removal of packaging material, and other materials removed from the building, rubble, waste and hazardous substances and the Customer will arrange, and pay for its' disposal. Unless agreed otherwise in Writing by both parties. l) Prior to commencement of work the Company representative shall carry out a site inspection with the Customer, to establish site safety and the suitability of the site for the installation to commence. The representative of the Company is the sole arbiter of this condition and the Customer will be bound by the opinion of the Company representative in this matter. Anything that is found to be insufficient will need to be addressed corrected by the Customer and checked by the Company before the installation can commence to ensure the Health and Safety of our employees.

#### 4. Orders

- a) No order placed by the Customer shall be accepted by the Company other than:

- 1.1. By a Vencomatic signed confirmation of order document.

#### 5. Price for the Contract

- a) The price of Goods shall be the Company's quoted price or as re-quoted before the Contract becomes binding. All prices quoted are valid until the day stated on the quotation or until earlier acceptance by the Customer after which time they may be altered by the Company without giving notice to the Customer.
- b) The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and/or Works to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) or any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

c) Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Customer and the Company, all prices are given by the Company on an ex Works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

6. Payment for Goods and/or Works

In the absence of any agreement in Writing to the contrary by the Company amounts are due and payable upon the following terms: -

- a) Payment shall be due to the Company in pounds' sterling for the amount(s) stated in the Contract or invoice.
- b) Orders made under the Conditions accepted by the Company are not subject to changes or cancellation by the Customer except with the Company's written consent.
- c) If the Customer fails to make any payment on the due date then, without prejudice to the Company's right to retain all payments already paid.

7. Customer's Obligations and Liabilities

a) To enable the Company to perform its obligations the Customer shall:

- a. Co-operate with the Company in all matters relating to the provision of the Goods or Services (as the case may be);
- b. Obtain and maintain all necessary permissions, licences and consents and comply with all relevant legislation in relation to the Services, which may be required before commencement of the Services;
- c. Ensure that working Conditions and any machinery, equipment or material provided by the Customer is so designed, constructed and maintained so as to comply with the requirements of the Health and Safety at Work Act 1974 and other relevant legislation and if, in the opinion of the Company the equipment does not comply with the Company's safety standards or the requirements of the Health and Safety at Work Act 1974 and other relevant legislation, the Customer shall be responsible for making the necessary modifications before the Services commence;
- d. Have in place appropriate health & safety arrangements to safeguard employees of the Company working at the Customers' premises and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises; and
- e. Comply with such other requirements as may be set out in the Contract or as otherwise agreed between the parties in Writing.

8. Suspension and Dissolution

a) The Company will be entitled to suspend performance of its obligations or to dissolve the Agreement if:

- i. The Customer fails to make payments as detailed above on the due dates.
  - ii. the Customer fails to perform the obligations ensuing from the Agreement or fails to perform them in good time or in full or in the event of force majeure. circumstances of which the Company has learned following the Agreement's conclusion provide good reason for fearing that the Customer will not perform its obligations, or will not perform such in good time or in full; in the event that there is good reason to fear that the Customer will only perform its obligations in part or will not perform such properly, suspension will only be permitted to the extent that such is justified by the relevant failure.
  - iv. the Customer was requested upon or after the Agreement's conclusion to provide security for the performance of its obligations ensuing from same Agreement and such security has not been provided or is insufficient.
  - v. or the Customer dies or its Company is discontinued or transferred.
- b) In addition, the Company will be entitled to dissolve the Agreement or have it dissolved if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required pursuant to standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued maintenance of the Agreement can no longer reasonably be expected. c) In the event that the Agreement is dissolved, the Company's claims vis-à-vis the Customer will become immediately due and payable. In the event that the Company suspends the performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement. d) The Company at all times reserves the right to claim damages.

18. Indemnity

a) Where and to the extent that the Customer has accepted responsibility for the sourcing and supply of its own materials and/or labour and services, the Customer shall indemnify and hold harmless the Company against all liability deriving directly and indirectly therefrom, as well to the Company as to third parties to the fullest extent permitted by law.

20. Liability and Indemnification

a) If the Company is liable, this liability will be limited to the provisions laid down in this article.

b) Under no circumstances will the Company be liable for:

- any change in regulation by any authority which has jurisdiction over the standards of the Goods and/or Works.
- deviations, damage, faults and defects that have gone unnoticed in Goods approved by the Customer.
- deviations, damage, faults and defects resulting from incorrect assembly or use by the Customer or third parties.
- indirect damage, including consequential damage, loss of profit, loss of turnover or savings or any damage due to an interruption of business operations.
- damage resulting from raw materials that have been declared unfit because the environmental legislation has changed since the Agreement's conclusion.
- wrongful, improper or unprofessional use of the good supplied by the Customer or third parties.
- damage incurred because the good supplied is not suitable for the purpose intended for it.
- damage as a consequence of use that is not in accordance with the operating instructions.

c) Should the Company be liable for damage, this liability will be limited to the amount paid by its insurer, or at least to the amount of the invoice, or to the amount of that part of the invoice to which the liability pertains.

d) The Company will under no circumstances be liable for damage ensuing from any advice given. Advice will always be given on the basis of the facts and circumstances known to the Company and in mutual consultation, in which respect the Company will always use the Customer intention as a guideline and starting point. Advice given by one of the Company's consultant, representative or engineer can under no circumstances lead to any form of damages or liability. The Customer will be obliged to ask anyone it asks for advice whether that person has the expertise to offer such advice.

e) The Company will not be liable for damage, of whatever nature, resulting from the fact that the Company has operated on the basis of incorrect and/or incomplete data or measurements or incorrect and/or incomplete information regarding the presence of polluted or hazardous materials or substances provided by the Customer.

f) Any claims for damages must be submitted to the Company in Writing immediately after the damage has occurred.

g) In the event that building materials or auxiliary materials made available or prescribed by the Customer are defective, the Customer will be liable for any damage incurred as a consequence.

h) The consequences of compliance with any statutory regulations or government decisions that may take effect after the date of the offer will be for the Customer account, unless it must reasonably be assumed that the Company could have foreseen such consequences on the date of the offer.

i) The limitations of liability for damage laid down in these general terms and Conditions will not apply if the damage is attributable to an intentional act or omission or gross negligence on the Company's part or on that of its employees.

j) The Customer will be obliged to indemnify the Company against claims relating to damage that cannot be attributed to the Company.

19. Consequential Loss a) The Company shall not be liable for loss of profit, damage to plant, the cost of carriage, freight or other services, expenditure incurred on the Goods or Services (whichever the case may be) supplied, or for any consequential loss or damage sustained by the Customer by reason of any breach of Contract or negligence on the part of the Company or its agents or failure of performance of the Goods supplied for whatever reason.

20.. User Warnings

a) Any advertisement, consumer information or labelling (“Literature”) supplied by the Company or its Suppliers relating to the Goods, has been prepared to comply with statutory regulations (if any) relating to the Goods and with a view to providing information to users as to the physical characteristics of the Goods and precautions to be taken with regard to their use and the copyright in such Literature remains with the Company or its Suppliers.

21. Health, Safety and Environmental Considerations a) The Customer is required to inform us who are responsible for Health & Safety on the site, including the name of the principle Contractor. The Company will never undertake the role of the Principle Contractor or Principle Designer. b) The Customer undertakes to ensure, as required by the terms of the Health and Safety At Work Act 1974 or any equivalent or additional legislation concerning Health, Safety or Environmental considerations which shall be enacted in the United Kingdom or elsewhere, that the Goods will at all times be operated, used and maintained in full accordance with such legislation and with good engineering practice and with any operating and maintenance instructions relating to the Goods as issued by the Company from time to time. c) Further, the Customer shall indemnify and keep indemnified the Company from and against any costs, damages, liabilities and expenses whatsoever for which the Company may become liable as a result of any failure by the Customer to comply with this undertaking.

22. General a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that the Customer 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. b) No waiver by the Company or any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. c) 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 provisions of these Conditions and the remainder of the provision in question shall not be affected.

28. Notices a) Where a notice is required to be given to any party hereto it may be served by leaving it at the registered office or last known address of that party. Otherwise it may be delivered personally, or be sent by first class post, recorded delivery or by commercial courier to the Customer and for the attention of that party’s nominated contact in accordance with a. Any notice shall be deemed to have been duly received if delivered personally when left at the address or, if sent by pre-paid first-class post or recorded delivery on the second business day after posting, or if delivered by commercial courier on the date and at the time that the courier’s delivery receipt is signed.

29. Governing Law and Jurisdiction a) Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator in the United Kingdom appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Institute of Chartered Accountants in England and Wales. b) The Contract to which these Conditions apply, unless otherwise stated, shall be governed by and construed in accordance with the Laws of England and the parties