

TERMS AND CONDITIONS OF PURCHASE

1. Interpretation

1.1 In these Terms:

“Company” means any company within the Tangerine Holdings Ltd, Tangerine Agriculture Ltd and Tangerine Leisure Ltd groups of companies, and including, without limitation, Agri-Lloyd Ltd, Agri-Lloyd International Ltd, Farmsense Ltd, VetPlus Ltd, VetPlus UK Ltd, VetPlus International Ltd, Mill Farm Ventures Ltd, Mill Farm Sports Village Ltd and Gibraltar (UK) Ltd;

“Contract” means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services;

“Delivery Address” means the address stated on the Order;

“Goods” means the goods (including any instalment of the goods or any part of them) described in the Order;

“Order” means the Company’s written purchase order to which these Terms are annexed;

“Price” means the price of the Goods and/or the charge for the Services;

“Services” means the services (if any) described in the Order;

“Specification” includes any plans, drawings, data or other information relating to the Goods or Services;

“Supplier” means the person, firm or company so described in the Order;

“Terms” means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Company and the Supplier;

“Writing”, and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

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

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

2. Basis of purchase

2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order for Goods by the Company from the Supplier shall be deemed to be an offer by the Company to purchase Goods subject to these conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer. The Supplier is responsible for ensuring that the Order has been signed by the Company in advance of delivery of the Goods or Services and the Supplier must sign the Order and by doing so accepts these Terms.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.4 These conditions apply to all the Company’s purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised officer of the Company.

3. Specifications

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Terms, be as specified in the Order and/or in any applicable Specification supplied by the Company to the Supplier or agreed in Writing by the Company.

3.2 Any Specification supplied by the Company to the Supplier, or specifically produced by the Supplier for the Company, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company, and the Supplier assigns with full title guarantee to the Company all such copyright, design rights and other intellectual property for no further consideration, subject only to the payment of the Price. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

3.3 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Supplier shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide the Company with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract, and the Company so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Company’s instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier’s obligations under the Contract.

4. Price of the goods and services

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

(a) exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice); and

(b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

4.2 No variation in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) nor extra charges will be accepted without the prior consent of the Company in Writing.

4.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms of sale.

5. Terms of payment

5.1 The Supplier may invoice the Company on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 Unless otherwise stated in the Order, the Company shall pay the Price of the Goods and the Services within 90 days after the end of the month of receipt by the Company of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Company.

5.3 If the Supplier request and early payment then an early payment discount of 5% will be applied to the invoice.

5.4 The Company may set off against the Price any sums owed to the Company by the Supplier.

6. Delivery

6.1 Goods shall be delivered to, carriage paid, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Company’s usual business hours. The Supplier shall off-load the Goods at its own risk as directed by the Company.

6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Company reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Company may reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Supplier shall supply the Company in good time with any instructions or other information required to enable the Company to accept delivery of the Goods and performance of the Services.

6.8 The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Company.

6.9 If the Goods are not delivered or the Services are not performed on the due date then, without limiting any other remedy, the Company shall be entitled to deduct from the Price or (if the Company has paid the Price) to claim from the Supplier by way of liquidated damage for delay £25 per for every day’s delay.

6.10 The Company reserves the right to refuse delivery and/or payment for and supply of Goods and/or Services which is considered by the Company to be faulty, defective, damaged or otherwise not fit for purpose and/or having an expiry date less than six (6) months from the date of delivery.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall not pass to the Company until delivery is complete (including off-loading and stacking).

7.2 The property in the Goods shall pass to the Company on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Company once payment has been made and the Goods have been appropriated to the Contract.

8. Warranties and liability

8.1 The Supplier warrants to the Company that the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault, be fit for any purpose held out by the Supplier or made known to the Supplier in Writing at the time the Order is placed and conform in all respects with the Order and specification and/or patterns supplied or advised by the Company to the Supplier. The Company’s rights under these Terms are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979 (as amended).

8.2 The Supplier warrants to the Company that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and

- to such high standard of quality as it is reasonable for the Company to expect in all the circumstances.
- 8.3 Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Company shall be entitled:
- to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
 - at the Company's sole option, and whether or not the Company has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 8.4 The Supplier shall indemnify the Company in full against all direct, indirect or consequential liability (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal expenses and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
- breach of any warranty given by the Supplier in relation to the Goods or the Services;
 - any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Company;
 - any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;
 - any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier; and
 - any act or omission of any of the Supplier's personnel in connection with the performance of the Services.
- 9. Confidentiality**
- 9.1 The Supplier shall not disclose to any person any confidential information disclosed to it by the Company concerning the business or affairs of any member of the Company's Group, including information relating to the operations, process, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers of any member of the Company's Group ("Confidential Information"), except as permitted by this clause 9.
- 9.2 The Supplier may disclose Confidential Information to its employees, officers, agents, consultants or subcontractors ("Representatives") who need to know such information for the purposes of carrying out the Supplier's obligations under the Contract, provided that the Supplier takes all reasonable steps to ensure its Representatives comply with the confidentiality obligations in this clause 9 as though they were party to the Contract. The Supplier shall be responsible for its Representatives' compliance with the confidentiality obligations in this clause 9.
- 9.3 If the Supplier is required by law, court order or the mandatory requirement of any governmental or regulatory authority to disclose Confidential Information, it shall notify the Company as soon as it becomes aware that such disclosure is, or is likely to be, required and shall cooperate with the Company in taking action to challenge the requirement and avoid the need for disclosure.
- 9.4 This clause 9 shall survive termination of the Contract.
- 10. Termination**
- 10.1 The Company may cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay to the Supplier the Price for the Goods or Services in respect of which the Company has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.
- 10.2 The Company may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
- the Supplier commits a material breach of any of the terms and conditions of the Contract;
 - the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - the Supplier ceases, or threatens to cease, to carry on business; or
 - the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 11. Compliance – Bribery Act, Modern Slavery**
- 11.1 The Supplier shall: (a) comply with the Company's Anti-Bribery Policy (a copy of which is available on the Company's website, as may be updated from time to time); (b) keep at its normal place of business detailed, accurate and up to date records of the steps taken by the Supplier to comply with the Company's Anti-Bribery Policy. The Supplier shall ensure that such records are sufficient to enable the Company to verify the Supplier's compliance with its obligations under this clause; (c) permit the Company and its representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 11.1, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause. The Supplier shall give all necessary assistance to the conduct of such audits during the term of the Contract.
- 11.2 The Supplier shall ensure that any person associated with it that is providing Goods and/or performing Services or in connection with the Contract does so only on the basis of written obligations equivalent to those imposed on the Supplier in clause 11.1.
- 11.3 In performing its obligations under the Contract, the Supplier (including all staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with this Contract) shall comply with: (a) all applicable laws, statutes, regulations and codes from time to time in force; and (b) the Company's Code of Conduct for Supplier's (a copy of which is available on request), as may be updated from time to time).
- 11.4 Without prejudice to the generality of clause 11.3, the Supplier shall, and shall take reasonable steps to procure (where relevant) that all persons who are performing Services or providing Goods in connection with the performance of the Contract (collectively, the "Supply Chain") shall, at all relevant times: (a) comply with all applicable laws, regulations, codes, guidance and sanctions relating to anti-slavery and human trafficking in any jurisdiction, including the United Kingdom's Modern Slavery Act 2015 (MSA) (together the "Relevant Requirements"); (b) not engage in any activity, practice or conduct in any jurisdiction which would constitute an offence under the MSA; (c) have and maintain in place throughout the term of the Contract a policy with the aim of ensuring compliance with the Relevant Requirements and that slavery and human trafficking is not taking place in its own business or any part of its supply chain ("Anti-Slavery Policy"), and shall ensure that such policy is provided to all relevant staff and enforced in an appropriate manner; (d) promptly notify the Company if it has any reason to believe that it or any member of its Supply Chain is in breach of the MSA or any provision of this clause 11 (or would do so if it were a party to the Contract), or if it receives a communication from any person alleging breach of the MSA in relation to the performance of Services or provision of Goods in connection with the performance of the Contract.
- 11.5 Breach of this clause 11 shall be deemed to be a material breach of the Contract and the Company may terminate the Contract with immediate effect.
- 12. Force Majeure**
- 12.1 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 13. General**
- 13.1 The Company is a member of the group of companies whose holding company is Tangerine Holdings Ltd, and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
- 13.2 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 13.3 A notice required or permitted to be given by either party to the other under these Terms 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 under this provision to the party giving the notice.
- 13.4 No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 13.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.