

**VESTHEY FOODS INTERNATIONAL LIMITED
SUPPLIER CONDITIONS**

"Applicable Laws"	means any statute, statutory instrument, regulation, directive or ordinance issued by any government, governmental authority, agency or institution including any guidance notes or codes of practice issued by any such authority, agency or institution that applies, or could apply, to the Services including in whichever territory the Services are being performed, and including, without prejudice to the generality of the foregoing, any laws relating to food safety and hygiene, health and safety, security (including any regulations in force in relation to the prevention of stowaways); anti-bribery, sanctions, waste, the environment and minimum wage laws including, but not limited to, MiLoG (Germany) and Codes des Transportes/Code du Travail (France).
"Contractor"	means the Contractor identified in the Purchase Order.
"Convention"	means an International Convention that compulsorily applies to the Services by operation of law including, but not limited to, the CMR Convention, as enacted by the Carriage of Goods by Road Act 1965; the Hague-Visby Rules (1968) and the Hague Rules (1924) (in each case as amended).
"Goods"	means the cargo to which any of the Services relate.
"Good Industry Practice"	means the standard of service of a logistics, storage or transport professional seeking to exercise the degree of skill, diligence, prudence, foresight and reasonable care that would be expected of a skilled, professional contractor engaged in international carriage and storage and distribution of Goods.
"Loss"	means all liabilities, costs (including legal costs) expenses, damages, penalties, duties, fines, imposts, levies and losses (including any direct, indirect or consequential losses, loss of profit, reputation and opportunity) suffered or incurred by Vestey.
"Purchase Order"	means the Purchase Order issued by Vestey confirming the Services to be performed by Contractor.
"Services"	means the storage of Goods, the picking and packing of Goods; the carriage of Goods by Contractor by road, rail, sea or air, as the case may be and as more generally described in the Purchase Order.
"Temperature Settings"	means, in relation to chilled Goods, a temperature of between 0° and 4° centigrade and in relation to frozen Goods a temperature of between -18° and -24° centigrade.
"Transport Unit"	means any packing case, pallet, box containers, trailer, tanker or any other device used by Contractor in the performance of the Services.
"Vestey"	means Vestey Foods International Limited of 29 Ullswater Crescent, Coulsdon, CR5 2HR.
"Vehicle"	means any Vehicle or means of transport used by Contractor in the performance of the Services.

1. APPLICABILITY

- 1.1 Vestey places orders with contractors solely on the basis of these Conditions and to the exclusion of any contractual conditions the Contractor may have or purport to have.
- 1.2 By accepting Vestey's order, and performing the Services, the Contractor is deemed to have accepted that the performance of the Services, and that the rights and obligations of Vestey and Contractor, are subject to the Conditions.
- 1.3 Where the provisions of a Convention apply, Vestey's rights and obligations in relation to the activities covered by the Convention will be regulated by it and these Conditions, in so far as applicable, and to the extent that they do not derogate from the Convention.

2. Contractor Obligations

- 2.1 The Contractor agrees, represents and warrants that;
 - 2.1.1 it will perform the Services as set out in the Purchase Order;
 - 2.1.2 that any warehouse or storage facility, Vehicle or Transport Unit that it uses will be in good condition and comply with Applicable Laws and Good Industry Practice;
 - 2.1.3 that it will perform the Services in accordance with Applicable Laws and Good Industry Practice including checking and complying with the Temperature Settings;
 - 2.1.4 that it has in place and will maintain adequate liability insurance having regard to the nature of the Services to be performed, including the territories in which the Services will be performed, and the value, or likely value, of the Goods;
 - 2.1.5 that it will use its best endeavours to ensure that any agreed dates for collection or delivery of the Goods are met;
 - 2.1.6 that it has all necessary consents, licences and permits needed in connection with the performance of the Services including any required in any jurisdiction where the Goods will transit;
 - 2.1.7 that any Vehicle and the Goods will not be left unattended and that any stop the Vehicle makes, subject to it not being an emergency, will be made in a secure and appropriate location;
 - 2.1.8 that its employees, servants and agents have received appropriate and adequate training in the safe loading and securing and unloading of Goods on or in Transport Units;

- 2.1.9 that its employees, servants and agents will store, load, secure, transport and unload the Goods, in accordance with Applicable Laws and Good Industry Practice;
- 2.1.10 that any documents issued by Contractor in relation to the Services or the Goods will be issued in accordance with Applicable Laws and will be free of error;
- 2.1.11 that it is familiar with the claims notification procedures of any shipping line, railway operator or airline used for the Services and that it will comply with those procedures in relation to any notification that is required to be made in relation to damage, or suspected damage to the Goods, Vehicle or Transport Unit;
- 2.1.12 that neither it, nor any sub-contractor, servant or agent will exercise a right of lien, which is hereby waived, on the Goods or Transport Unit;
- 2.1.13 that Contractor will keep Vestey fully informed of any incidents or occurrences which may or do affect the performance of the Services, or the Goods, including, without limiting the foregoing, any additional duty or tax, or any additional documentation, that may be required by the authorities as a consequence of the UK leaving the European Union and, as far as practicable, an estimate of the length of any delays to the Goods that may arise as a consequence of these changes..

3. Sub-Contracting

- 3.1 Contractor may only sub-contract the performance of the Services, or any part thereof, if it has previously obtained the consent of Vestey in writing.
- 3.2 The Contractor shall ensure that any sub-contractor is suitable for the performance of the Services and has agreed, in advance, to be bound by these Conditions as if it were "Contractor".
- 3.3 For the avoidance of doubt, notwithstanding Vestey's consent to the use of a sub-contractor, the Contractor shall be responsible for the performance of the Services at all times, including when the Goods are in the possession, custody or control of any sub-contractor, and is fully responsible and liable to Vestey for the actions and/or omissions of any sub-contractor it engages.

4. Vestey Obligations

- 4.1 Vestey agrees, represents and warrants that:
 - 4.1.1 it will co-operate with the Contractor, with regard to access by the Contractor to the collection address and delivery address, in so far as it is able to do so;
 - 4.1.2 that any information or documentation it provides the Contractor, in relation to the Goods, is accurate, to the best of Vestey's knowledge, and that it will notify the Contractor if it becomes aware of any inaccuracy. Save as aforesaid no warranty is given by Vestey in relation to the accuracy of documentation or information provided to Vestey by any third party;
 - 4.1.3 that, subject to clause 5, or any special arrangement Vestey makes with the Contractor, it will pay the Contractor's invoices within 60 days of receipt of the invoice.

5. Set-Off

- 5.1 The Contractor agrees that where it owes money to Vestey in relation to any claim or anticipated claim or any Loss sustained, suffered or incurred by Vestey as a result of any breach of these Conditions by the Contractor, Vestey shall be entitled to set-off such sums against the amounts Vestey is required to pay to the Contractor in relation to its invoices.
- 5.2 Contractor agrees that it will not invoice Vestey, nor seek to make any charge, in relation to orders placed by Vestey which are cancelled by Vestey before the Services are performed.

6. Indemnity

- 6.1 The Contractor shall indemnify and hold harmless Vestey against all Loss arising out of or in connection with:
 - 6.1.1 any breach of the warranties, representations or obligations on the part of the Contractor contained in these Conditions;
 - 6.1.2 the enforcement of any of Vestey's rights under these Conditions;
 - 6.1.3 any claim made against Vestey by a third party, including any government or regulatory authority, arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent, performance or failure or delay in performance or breach of Applicable Laws by the Contractor, its employees, agents or sub-contractors;
 - 6.1.4 any claim made against Vestey for demurrage, container demurrage or quay rent;
 - 6.1.5 Any claims arising as a result of a failure, by a receiver of Goods, to provide exchange Transport Units to replace the Transport Units in which the Goods, being delivered, are transported.
- 6.2 This indemnity shall apply whether or not Vestey has been negligent or at fault.

7. Limitation of Liability

- 7.1 Vestey shall be entitled to limit its liability in relation to any claim brought against it by the Contractor in accordance with the limitation provisions of the BIFA (2005) Conditions of Business as if the Contractor was "Customer" in those Conditions.

8. **Time Limits**

- 8.1 Any claim by the Contractor against Vestey arising in respect of the Services shall be made in writing and notified to Vestey within three days of the date upon which the Contractor became, or reasonably should have become aware of any event or occurrence alleged to give rise to such claim.
- 8.2 Notwithstanding the provisions of sub-paragraph 8.1 above, Vestey shall in any event be discharged of all liability, whatsoever and howsoever arising, in respect of any claim made by the Contractor against Vestey, unless suit be brought, and written notice thereof given to Vestey, within six months from the date of the event or occurrence alleged to give rise to a cause of action against Vestey.

9. **Law and Jurisdiction**

- 9.1 These Conditions shall be governed by English law and any dispute arising out of any Services to which these Conditions shall apply or in relation to the construction of the Conditions shall be subject to the exclusive jurisdiction of the English High Court.