



The Fish Wharf Limited

Terms of trade of LIVESTOCK PROCUREMENT

General Terms and Conditions of trade which The Fish Wharf Limited purchases Livestock from suppliers.

1. **DEFINITIONS:** In these Conditions, "Company": means The Fish Wharf Limited and "Livestock": includes cattle, sheep, goats, bobby veal and other animals.
2. **Legal Compliance:** both parties comply with the relevant laws and regulations related to livestock procurement, such as animal welfare, bio-security, and trade regulations.
3. **Risk and Title:** Livestock is sold "on the hooks" the property and the risk shall not pass to the Company until after slaughter by the Company.
4. **Payment Terms:** 14 days after slaughter. The Company will issue the supplier a copy of a buyer created tax invoice showing particulars of the grades and weights of the Livestock killed and showing all deductions and levies.
5. **INSURANCE:** The Company does not insure Livestock at any time against loss or damage from any cause whatsoever and livestock at all times are held at the risk of the Supplier, until risk passes to the Company in accordance with these Conditions.
6. **SUPPLY WARRANTIES:**
The Supplier warrants that :
 - the Livestock sold is not GROWTH PROMOTANT-treated Livestock;
 - the Livestock sold is not within the meat withholding period of any animal remedy with which the Livestock may have been treated;
 - the Livestock is fit for travel and processing for human consumption in compliance with the Animal Products Act 1999 and any applicable Regulations, as amended from time to time; it complies with Animal Welfare Act 1999 (or any subsequent or equivalent legislation), all animal welfare regulations and codes of animal welfare; the Livestock will comply with all applicable laws, regulations and industry standards; and you agree that the Company will charge a processing/disposal fee for all condemned animals including Downer cattle & Mercy kills which will be deducted from the amount to be paid by the Company, equivalent to the fees charged to the Company for processing and removal of any such animals.
 - the livestock are presented in Cleanliness AND WELFARE OF Livestock . The cost of additional work required to be undertaken by the Company in order to comply with any hygiene standards or Regulations shall be borne by the supplier.
7. **REJECTIONS:** The Company reserves the right to reject either alive or dead any Livestock which in the unfettered opinion of the Company is not up to any standard or requirement at your cost.

Under no circumstances will the supplier be entitled to have condemned or rejected Livestock returned. When rejected after slaughter, the carcasses will be taken over by the Company at prices fixed by the Company from time to time.