

SHEEP PURCHASE TERMS & CONDITIONS

Kepak Group Unlimited Company, Clonee, Co Meath and Kepak Athleague Unlimited Company, (the ‘Purchaser’) to include their Group subsidiary and affiliated companies.

LIVESTOCK ARE ACCEPTED FOR SLAUGHTER IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT BELOW.

These terms and conditions (as may be updated by the Purchaser from time to time) apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In construing these terms and conditions, the following words and expressions shall have the meanings set out below unless the context suggests otherwise:

ABB Levy: A levy, currently €0.25 per animal, payable by the Purchaser to Bord Bia under the An Bord Bia Act 1994.

Agent: Shall be authorised by the Supplier to arrange for the transport of sheep to the Purchaser’s lairage.

Authorised Veterinary Inspector: Veterinary inspector authorised and appointed by the Department of Agriculture, Food and the Marine (DAFM) to be responsible for diagnosis, treatment or research of diseases, identification of injuries to livestock, the completion of ante-mortem livestock checks and the inspection of slaughtered carcasses, by-product and offal.

Calculated Cold Weight: The weight of a slaughtered animal (calculated as hot weight less 2%) as dressed in accordance with DAFM carcass dressing standards.

Contamination Fee: A deduction, currently €0.25 per animal (including VAT), made by the Purchaser to the purchase price payable to the Supplier in any case where any animal of the Supplier is deemed to be Category B or Category C under the Official Clean Livestock Policy, thus requiring the Purchaser to take remedial action.

Deductions: Some or all (as the case may be) of the ABB Levy, Haulage Fee, Contamination Fee, IFA Levy, Scrapie Deduction, SRM Deduction and any other deductions itemised or detailed in specific breed programmes and farmer/producer groups to which the Supplier is a party.

Electronic Identification [EID] tag: All sheep presented for slaughter shall have EID tags.

Livestock: The sheep supplied for slaughter.

Good Animal Husbandry: Animal husbandry is the management and care of farm livestock by all people handling livestock prior to slaughter.

Grading: The Purchaser’s procedure for determining the grade of each animal carcass in accordance with the DAFM Classification Scheme.

Haulage Deduction Facility: A facility for Suppliers to, at their option, instruct the Purchaser to deduct the amount of a Livestock haulage fee agreed between the Supplier and the haulier (a **Haulage Fee**) from the Purchaser’s payment for the Livestock and pay this amount to the haulier.

IFA Levy: A voluntary contribution to the Irish Farmers’ Association (IFA), which a Supplier may instruct the Purchaser to deduct and pay to the IFA on behalf of the Supplier.

Livestock: The sheep supplied for slaughter.

National Animal Identification and Movements System: The Animal Identification and Movement System (AIMS) is used to trace animal movements for cattle, sheep, pigs and goats.

National Standard Dressing Specification: Standardised method of presenting carcass after bleeding, skinning and evisceration.

NSIS: National Sheep Identification System.

Official Clean Livestock Policy: The Department of Agriculture Clean Livestock Policy (CLP) outlines categories of livestock cleanliness and guidelines for Suppliers, which can be viewed at [Clean-Livestock-Policy_Sheep_A4_2pp.pdf](#)

Point of Sale: When the carcass is graded in the Purchaser’s abattoir, legal ownership of the Livestock shall pass to the Purchaser.

Scrapie Deduction: A deduction, currently €1.05 (including VAT) per adult ewe, from the purchase price, to allow for the laboratory testing of samples as per DAFM requirements.

SRM Deduction: A deduction, currently €1.27 (including VAT) per adult ewe, from the purchase price, as per DAFM requirements in respect of specified risk material from the Supplier’s animals.

Supplier: Owner of the animal presented for slaughter to the Purchaser.

VAT Act: Value Added Tax Consolidation Act 2010 (VATCA 2010).

Vet’s Fee: A fee, currently €0.25 per animal, charged by the DAFM.

1. All animals presented by the Supplier will only be accepted for slaughter at the sole discretion of the Purchaser.
2. No animal will be accepted for slaughter by the Purchaser until it has been passed as fit for its intended use by the Authorised Veterinary Inspector in the lairage.
3. The Purchaser shall under no circumstances whatsoever be liable to the Supplier whether in tort/contract or otherwise for any loss, to include financial loss arising under or in connection with the purchase of Livestock, to include if a carcass is fully or partially condemned following slaughter including any by-products and offal.
4. Livestock presented for slaughter may be rejected by the Authorised Veterinary Inspector at his/her sole discretion. In such circumstances the Purchaser and the Supplier shall comply with the directions of the Authorised Veterinary Inspector.
5. The Purchaser shall observe Good Animal Husbandry in respect of all animals presented to the lairage for slaughter.

6. The Supplier must complete and sign a NSIS Sheep Dispatch / Movement Document and Food Chain Information in respect of all animals presented for slaughter.
7. Adherence to the Official Clean Livestock Policy is essential to ensure the safety of the final product. The Supplier is responsible for presenting Livestock in accordance with the Official Clean Livestock Policy. The Supplier consents to the deduction of a Contamination Fee from the purchase price if necessary to ensure the Livestock meet these requirements.
8. VAT will be paid in accordance with section 68(1) of the VAT Act. Suppliers will be required to provide a properly completed declaration as required under the VAT regulations. Suppliers are obliged to notify the Purchaser if they are not flat rate farmers as defined in Section 2(1) of the Act and any Supplier who is VAT registered is obliged to supply their VAT registration number.
9. The operation of a Haulage Deduction Facility is for the convenience of Suppliers. The Purchaser accepts no responsibility for the determination of the amounts involved or for any disputes between the Supplier and the haulier.
10. Payment will be based on the Calculated Cold Weight of the carcass, dressed in accordance with the National Standard Dressing Specification, the carcass grading and the pricing agreed between the Purchaser and the Supplier. All Deductions will be clearly shown on the final remittance issued to the Supplier.
11. Payment will be made by the Purchaser to the Supplier for any animal(s) slaughtered, within 10 days of the date of slaughter.
12. The Purchaser will not be responsible for any errors in the implementation of the AIMS.
13. These terms and conditions shall be governed and construed in accordance with the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts in respect of any dispute.