



## Supply of Cattle Agreement

### Key Terms

Warrendale Wagyu:	Warrendale Wagyu Limited
Warrendale Wagyu's address:	Quarry House, Cattle Hill, Warter, York YO42 1XG (Co No: 10928726)
Warrendale Wagyu's VAT number:	GB 279 615 558
Farmer:	Shields Farming Company Ltd c/o Grant & Claire Shields
Farmer's address: Teviotdale,	Hagg Farm, Ellington, Morpeth, NE61 5JW
Commencement Date:	15/02/2024
Delivery Location:	
Price:	means the price specified in the Wagyu pricing Matrix published by Warrendale Wagyu to the Farmer in writing from time to time, as such Matrix is updated by Warrendale Wagyu from time to time.
Schedules:	<b>Schedule 1:</b> Warrendale Wagyu Buy Back Conditions <b>Schedule 2:</b> Transportation and Insurance <b>Schedule 3:</b> Warranties

- This contract (Contract) is made up of the following:
  - The Key Terms.
  - The Conditions (set out in Conditions 1 to 13)
  - The Schedules specified in the Key Terms (above).
- If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list unless expressly stated to the contrary in writing.

This Contract has been entered into on the date stated at the beginning of it.

Signed by  
for and on behalf of Warrendale Wagyu Limited

J.A.B.C.

Signed by  
for and on behalf of

*[Signature]*

This contract is not legally binding and has not been agreed in its full form until, my office, has received our terms signed by a director.

The signed declaration is not accepted under any circumstances. This has been made clear to Mr J. Brownrigg and he agrees to our terms and I await his signed copy. Then both terms can be relied upon to protect both parties.



# Conditions

## 1. Interpretation

### 1.1 Definitions:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**BWA:** the British Wagyu Association.

**Cattle:** Wagyu calves and (where the context requires) other Wagyu livestock (including Wagyu bulls, calves, weanlings, growers, store cattle and finished cattle) as may be detailed from time to time in an Order.

**Conditions:** these terms and conditions set out in conditions 1 to 13 (inclusive).

**Contract:** as defined in clause 1 of the Key Terms.

**Delivery Date:** the date specified for delivery of an Order detailed in Condition 3.

**Delivery Location:** the address for delivery of the Wagyu Calves set out in the Key Terms.

**Force Majeure Event:** events, circumstances or causes beyond a party's reasonable control, including, without limitation, a) acts of God, flood, drought, earthquake or other natural disaster b) epidemic or pandemic c) any law or any action taken by a government or public authority d) collapse of buildings, fire, explosion or accident For the avoidance of doubt, unavailability of funds to pay sums due under this agreement will not be deemed to be a force majeure event.

**Order:** an order for Wagyu Calves submitted by the Farmer as detailed in Condition 3.

**Price:** means the price specified in the Wagyu pricing Matrix published by Warrendale Wagyu to the Farmer in writing from time to time, as such Matrix is updated by Warrendale Wagyu from time to time.

**Protocols:** all and any protocols relating to Cattle and the subject matter of this agreement issued from time to time by Warrendale Wagyu on its website.

**Straws:** the straws of Wagyu semen provided to the Farmer by the Straw Supplier under the Straw Supplier's conditions of sale, in force from time to time.

**Straw Supplier:** Genus PLC, a company incorporated and registered in England and Wales with company number 02972325 whose registered office is at Matrix House, Basing View, Basingstoke, Hampshire, RG21 4DZ, or any other supplier from time to time approved in writing by Warrendale Wagyu.

**Wagyu:** the breed of cattle native to Japan and known as "Wagyu" (being cattle sired by a registered full blood wagyu bull (which sire is registered with the Australian Wagyu Association).

**Wagyu Calves:** Wagyu calves and such other Wagyu livestock as may be detailed from time to time in an Order.

**Warranties:** the warranties referred to in Condition 6.

**Warrendale Buy Back Conditions:** Warrendale Wagyu's right to buy back the Wagyu Calves (and to purchase Bred Calves) from the Farmer on the terms set out in Schedule 1, as such may be reasonably amended by written notification to the Farmer from time to time.

**Warrendale Wagyu:** Warrendale Wagyu Limited, a company incorporated and registered in England and Wales with company number 10928726 whose registered office is at Quarry House, Cattle Hill, Warton, York, YO42 1XG.

### 1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (c) words in the singular shall include the plural and in the plural shall include the singular; and



(d) a reference to **writing** or **written** does not include fax or emails.

## **2. Commencement and term**

This Contract shall commence on the Commencement Date and shall continue unless terminated in accordance with its terms.

## **3. Orders**

3.1 The Farmer shall place Orders on an "as required" basis.

3.2 Orders shall be made in writing, by email, telephone, or face to face. Warrendale Wagyu may accept or decline any Orders at its absolute discretion. Warrendale Wagyu may at its sole discretion accept an amendment to an Order by the Farmer.

3.3 Warrendale Wagyu shall invoice the Farmer at any time after an Order is submitted by a Farmer. Once an invoice is submitted by Warrendale Wagyu, an Order is deemed accepted and is binding on the Farmer.

3.4 Warrendale Wagyu shall assign an order number to each Order it accepts and notify the order number to the Farmer. Each party shall use the relevant order number in all subsequent correspondence relating to the Order.

3.5 After confirming an Order, Warrendale Wagyu shall as soon as is reasonably practicable inform the Farmer of Warrendale Wagyu's estimated delivery date for the Order.

3.6 The Farmer is responsible for ensuring that Orders are complete and accurate. The Farmer shall give Warrendale Wagyu all information that Warrendale Wagyu reasonably requires in order to fulfil each Order.

## **4. Straws, Semen and Wagyu Livestock**

4.1 The Farmer has entered into a separate contract with the Straw Supplier for the purchase of Straws. To the extent there is a conflict between the Straw Supplier's separate contract (including conditions of sale in force from time to time) and this Contract, the terms of this Contract shall prevail.

4.2 The Farmer agrees for the duration of this Contract to only purchase straws of Wagyu semen from the Straw Supplier.

4.3 The Farmer shall not use any of the Cattle for breeding purposes in competition with Warrendale Wagyu (including that the Farmer shall not collect semen from any of the Cattle for breeding purposes).

4.4 For the duration of this Contract, the Farmer undertakes if he keeps Wagyu livestock that such is exclusively either Wagyu livestock that has from time to time been supplied by Warrendale Wagyu, or the progeny of such Cattle successfully inseminated by Straws.

4.5 Any samples, drawings, descriptive matter, or advertising produced by Warrendale Wagyu and any descriptions contained in Warrendale Wagyu's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the items described in them. They shall not form part of the Contract or have any contractual force.

## **5. Delivery**

5.1 Warrendale Wagyu shall ensure that each delivery of Wagyu Calves is accompanied by a delivery note which shows the order number and quantity of Wagyu Calves, the passport number for the Cattle and, if the relevant Order is being delivered by instalments, the outstanding balance of Wagyu Calves remaining to be delivered under the Order.

5.2 Warrendale Wagyu shall endeavour to deliver Wagyu Calves to the Delivery Location or have Wagyu Calves ready for collection at the Delivery Location on the relevant Delivery Date with the method of Delivery as set out in the Key Terms. Should the Farmer collect the Wagyu Calves from the Delivery Location, it shall do so within three Business Days of Warrendale Wagyu notifying the Farmer that they are ready.

5.3 Delivery is completed on the completion of the unloading of the Wagyu Calves at the Delivery Location.



- 5.4 Delivery Dates are approximate only, and the time of delivery is not of the essence.
- 5.5 If Warrendale Wagyu fails to deliver Wagyu Calves within 28 Business Days of the relevant Delivery Date, its liability shall be limited to the costs and expenses incurred by the Farmer in obtaining replacement Wagyu Calves of similar description and quality in the cheapest market available, less the Price of the Wagyu Calves. Warrendale Wagyu shall have no liability for either any failure to deliver Wagyu Calves or for any delay in delivery of Wagyu Calves to the extent that such failure is caused by:
- (a) a Force Majeure Event; or
  - (b) the Farmer's failure to provide Warrendale Wagyu with adequate delivery instructions or any other instructions that are relevant to the supply of the Wagyu Calves.
- 5.6 If 10 Business Days after the day on which Warrendale Wagyu attempted to make delivery of Wagyu Calves or notified the Farmer that Wagyu Calves were ready for collection the Farmer has not taken delivery of or collected those Wagyu Calves, (as the case may be), Warrendale Wagyu may resell or otherwise dispose of part or all of the Wagyu Calves and, after deducting reasonable storage, administration, husbandry and other selling costs, account to the Farmer for any excess over the price of the Wagyu Calves or charge the Farmer for any shortfall under the price of the Wagyu Calves received by Warrendale Wagyu on resale of the Wagyu Calves.
- 5.7 If Warrendale Wagyu delivers up to and including 5% or more than the quantity of Wagyu Calves ordered the Farmer may not reject them.
- 5.8 Warrendale Wagyu may deliver any Order by instalments, which shall be invoiced and paid for separately. The Farmer may not cancel an instalment because of any delay in delivery or defect in another instalment.

## **6. Quality and fitness for purpose**

- 6.1 Warrendale Wagyu gives the warranties detailed in Schedule 2.
- 6.2 Subject to Condition 6.3, if:
- (a) the Farmer gives notice to Warrendale Wagyu within 5 Business Days of Delivery that some or all of the Wagyu Calves do not comply with the warranties referred to in Condition 6.1;
  - (b) Warrendale Wagyu is given a reasonable opportunity of examining such Wagyu Calves; and
  - (c) the Farmer (if asked to do so by Warrendale Wagyu) safely and properly returns such Wagyu Calves to Warrendale Wagyu's place of business at the Farmer's cost,
- Warrendale Wagyu shall, at its option, replace any Wagyu Calves that are found to be defective, or refund the price of such defective Wagyu Calves in full.
- 6.3 Warrendale Wagyu shall not be liable for the failure of the Wagyu Calves to comply with the warranties referred to in Condition 6.1 if:
- (a) the defect arises wholly or partly because the Farmer fails to follow Warrendale Wagyu's oral or written instructions, good husbandry practice or veterinary guidance as produced and updated by Warrendale Wagyu from time to time in relation to the Wagyu Calves; or
  - (b) the defect arises wholly or partly as a result of the fault of the Farmer, such to include wilful damage, negligence, or the provision of abnormal shelter or living conditions.
- 6.4 Warrendale Wagyu's only liability to the Farmer if the Wagyu Calves fail to comply with the warranties referred to in Condition 6.1 is as set out in this Condition 6. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.5 The terms of this Contract shall apply to any replacement Wagyu Calves, and shall include any veterinary treated or replacement Cattle supplied by Warrendale Wagyu.

## **7. Title and risk**

- 7.1 Risk in Wagyu Calves shall pass to the Farmer on delivery of the Wagyu Calves at the Delivery Location in accordance with Condition 5.



- 7.2 Title to Wagyu Calves shall only pass to the Farmer once Warrendale Wagyu receives payment in full (in cash or cleared funds) for them.
- 7.3 Until title to the Wagyu Calves has passed to the Farmer, the Farmer shall:
- (a) store the Wagyu Calves separately from all other cattle or herd held by the Farmer so that they remain readily identifiable as Warrendale Wagyu's property;
  - (b) maintain the Wagyu Calves in satisfactory veterinary condition and sufficiently fed and nourished;
  - (c) not remove, deface or obscure any (as applicable) identifying mark, tag, packaging, cattle passport or otherwise on or relating to the Wagyu Calves;
  - (d) notify Warrendale Wagyu immediately if the Farmer becomes subject to any of the events listed in Condition 11.1(b); and
  - (e) give Warrendale Wagyu such information relating to the Wagyu Calves as Warrendale Wagyu may require from time to time.
- 7.4 Warrendale Wagyu may recover the Wagyu Calves (or any part thereof) in which title has not passed to the Farmer. The Farmer irrevocably licenses Warrendale Wagyu, its officers, employees and agents, to enter any premises of the Farmer (including with vehicles and equipment), in order to satisfy itself that the Farmer is complying with the obligations in Condition 7.3, and to recover any Wagyu Calves in which title/ property has not passed to the Farmer.
- 7.5 Notwithstanding Condition 8.4, Warrendale Wagyu may at any time after delivery elect to transfer title in the Wagyu Calves to the Farmer, in which case the Farmer shall immediately pay the Price to the Warrendale Wagyu.

## 8. Price and payment

- 8.1 The Farmer shall pay for Wagyu Calves in accordance with this Condition 8.
- 8.2 The Price excludes:
- (a) the costs of packaging (if the Wagyu Calves are packaged), insurance and transport of the Wagyu Calves, which shall be invoiced to the Farmer in addition to the Price; and
  - (b) amounts in respect of value added tax (VAT), which the Farmer shall additionally be liable to pay to Warrendale Wagyu at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.
- 8.3 Warrendale Wagyu may invoice the Farmer for the price of the Wagyu Calves plus VAT at the prevailing rate (if applicable) on or at any time after it confirms the relevant Order to the Farmer. Warrendale Wagyu shall ensure that the invoice includes the date of the Order, the invoice number, the Warrendale Wagyu's VAT registration number, and any supporting documentation that the Farmer may reasonably require.
- 8.4 The Farmer shall pay invoices in full in cleared funds within 28 days of the invoice date. Payment shall be made to the bank account nominated in writing by Warrendale Wagyu.
- 8.5 If the Farmer fails to make any payment due to Warrendale Wagyu under the Contract by the due date for payment, then, without limiting the Warrendale Wagyu's remedies under Condition 11:
- (a) the Farmer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when the base rate is below 0%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Farmer shall pay the interest together with the overdue amount.
  - (b) Warrendale Wagyu may suspend all further deliveries of Wagyu Calves until payment has been made in full.
- 8.6 The Farmer shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Warrendale Wagyu may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by Warrendale Wagyu to the Farmer.



## **9. Limitation of liability**

9.1 Nothing in this Contract shall limit or exclude the Warrendale Wagyu's liability for:

- (a) death or personal injury to humans caused by its negligence, or by the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to Condition 9.1:

- (a) Warrendale Wagyu shall not be liable to the Farmer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Warrendale Wagyu's total liability to the Farmer for all other losses arising under or in connection with an Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid and/or payable by the Farmer for Wagyu Calves under such Order.

## **10. Warrendale Wagyu Buy Back**

10.1 Warrendale Wagyu shall buy back in accordance with the Warrendale Wagyu Buy Back Conditions contained in Schedule 1, and the Farmer undertakes to comply with the Warrendale Wagyu Buy Back Conditions.

## **11. Termination**

11.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, Warrendale Wagyu may terminate the Contract with immediate effect by giving written notice to the Farmer if the Farmer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

11.3 Without limiting its other rights or remedies, Warrendale Wagyu may terminate this Contract at any time by twelve months' notice to the Farmer.

11.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination. Without prejudice to the generality of the foregoing, in particular termination will not affect:-

- (a) the right of Warrendale Wagyu to re-purchase livestock in accordance with the Warrendale Wagyu Buy Back Conditions;
- (b) the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination; and
- (c) any rights arising as a result of breach thereafter by the Farmer of the Warrendale Wagyu Buy Back Conditions.

11.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 12. Obligations on the Farmer

12.1 The Farmer shall at all times be a member (in good standing) of the BWA.

12.2 The Farmer shall at all times comply with all Protocols.

## 13. General

13.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

### 13.2 Assignment and other dealings.

- (a) The Farmer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract without the prior written consent of Warrendale Wagyu.
- (b) Warrendale Wagyu may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.
- (c) Warrendale Wagyu may at any time perform any or all of its obligations, and/or exercise its rights, under this Agreement through agents, subcontractors or other representatives.

### 13.3 Confidentiality.

- (a) The Farmer undertakes that it shall not at any time disclose to any person any confidential information concerning Warrendale Wagyu's business, affairs, technical know-how, pricing, veterinary plans, feed plans, photographs or other images of the Wagyu Calves or other commercially sensitive information of Warrendale Wagyu except as permitted by Condition 13.3(b).
- (b) The Farmer may disclose Warrendale Wagyu's confidential information only:
  - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Farmer's rights or carrying out its obligations under or in connection with this Contract. The Farmer shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 13.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) For the avoidance of doubt, Warrendale Wagyu may disclose information about the Farmer and the Farmer's assets to the Straw Supplier for the purpose of carrying out its obligation under or in connection with the collaboration agreement with the Straw Supplier.

### 13.4 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this



agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

- 13.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise (whether, single, partial and/or repeated) any right or remedy shall not:
- (a) waive that or any other right or remedy; nor
  - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.
- 13.8 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.
  - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 13.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am 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;
  - (c) The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.
- 13.9 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 13.10 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



# Schedule 1 – Warrendale Wagyu Buy Back Conditions

## Part 1: Interpretation

In this Schedule 1 the provisions of Part 2 apply to the purchase by Warrendale Wagyu from the Farmer of Bred Calves produced by Farmer Cattle further to the Farmer's use of the Straws. The provisions of Part 3 apply to the buy back of Cattle by Warrendale Wagyu from the Farmer. The provisions of Part 4 are of general application to this Schedule.

The following expressions in this Part 1 have the meanings set out below (unless the context otherwise requires):

**"Bred Calves"** means those calves which are the progeny of Farmer Cattle successfully inseminated by the Straws.

**"Buy Back"** means the purchase of either the Bred Calves or the Cattle by Warrendale Wagyu from the Farmer.

**"Buy Back Price"** means the buy back price for the purchase of either the Bred Calves or the Cattle in accordance with the Warrendale Wagyu pricing matrix, in force from time to time, or such other reasonable sum as determined solely by Warrendale Wagyu.

**"Calf Price"** means the price taken from the Warrendale Wagyu pricing matrix, in force from time to time, for a Bred Calf or such other price agreed, in writing, from time to time, by Warrendale Wagyu and the Farmer. The Warrendale Wagyu pricing matrix shall be reviewed annually by Warrendale Wagyu.

**"Delivery"** means the delivery of as the case may be the Bred Calves or the Cattle in accordance with paragraph 3 of Part 4 of this Schedule 1.

**"Farmer Cattle"** means Cattle owned by the Farmer.

**"Listed Disease"** means foot and mouth disease, cattle plague, pleura pneumonia, cow pox, brucellosis, scrapie, anthrax, bovine spongiform encephalopathy, bovine enzootic leucosis, bovine tuberculosis, warble fly infestation, Aujeszky's disease, rabies, Teschen disease, bovine viral diarrhoea, mucosal disease, Johnes disease, leptospirosis and listeriosis and any other disease from time to time as is considered by a veterinary surgeon to affect the health and performance of cattle.

**"Period"** applies to the Cattle only and means the period of between birth and slaughter during which time the Farmer shall rear the Cattle for the purpose of the Buy Back.

## Part 2: Buy Back of Bred Calves

### 1. General

- 1.1. The Farmer agrees to inseminate the Farmer Cattle with the Straws for the period of this Contract in compliance with good farming practice and/ or any instructions notified to the Farmer by the Straw Supplier and by Warrendale Wagyu from time to time.
- 1.2. Subject to paragraph 3.2 of Part 4 below, the Farmer Cattle shall at all times remain the property of the Farmer and the Farmer is responsible for all upkeep and maintenance of the Farmer Cattle, including but not limited to, feeding, nourishment, veterinary services and medicine required in relation to them.

### 2. Purchase of Bred Calves



- 2.1. Once each Bred Calf reaches a minimum of 14 days of age and is healthy the Farmer shall sell and Warrendale Wagyu shall (subject to the provisions of paragraph 2.6 below) buy each Bred Calf for the Calf Price.
- 2.2. The Farmer agrees that it shall not offer any Bred Calf for sale to any other party unless the Bred Calf is first rejected by Warrendale Wagyu in accordance with paragraph 2.6 of this Part 2 below.
- 2.3. Warrendale Wagyu shall pay the Calf Price in cleared funds to the Farmer within 28 days of Delivery.
- 2.4. For each Bred Calf bought by Warrendale Wagyu from the Farmer and slaughtered for human consumption, Warrendale Wagyu undertakes to pay an additional sum of up to £50 to the Farmer (the sum paid in each case to be determined by Warrendale Wagyu, acting reasonably) on the proviso that the number of Bred Calves provided by the Farmer to Warrendale Wagyu, in any given year, does not decrease below such number agreed from time to time between the Farmer and Warrendale Wagyu. Should the number of Bred Calves provided by the Farmer to Warrendale Wagyu decrease, in any given year, no additional payment, pursuant to this paragraph 2.4, shall be due to the Farmer.
- 2.5. Notwithstanding the above, nothing shall entitle the Farmer to receive payment of the Calf Price from Warrendale Wagyu for any Bred Calf which is suffering from any Listed Disease or is taken for slaughter pursuant to any regulation or directive of a competent authority in connection with the control or eradication of any disease or Listed Disease.
- 2.6. Should any Bred Calf in the opinion of Warrendale Wagyu at any time not meet the health and performance standards of Warrendale Wagyu, Warrendale Wagyu in its entire and absolute discretion shall have the right to refuse to purchase that Bred Calf and no payment shall be due to the Farmer for such.

### **3. The Period to Delivery**

- 3.1. During the period between the birth of the Bred Calves and Delivery the Farmer shall:
  - 3.1.1. take good care of the Bred Calves in accordance with the Protocols and (in any event) with usual good husbandry procedures;
  - 3.1.2. without prejudice to the generality of paragraph 3.1.1 of this Part 2 above, ensure that all Bred Calves receive Warrendale Wagyu's recommend level of colostrum within 6 hours of birth;
  - 3.1.3. maintain current all inoculations in accordance with Warrendale Wagyu's normal veterinary practice and any other requirements of Warrendale Wagyu, which may change from time to time but will be notified in writing to the Farmer by Warrendale Wagyu;
  - 3.1.4. promptly obtain veterinary treatment for any animal requiring such treatment; and
  - 3.1.5. comply with the Warrendale Wagyu's reasonable requirements notified to the Farmer from time to time to ensure the traceability of the Bred Calves.
- 3.2. The Farmer shall pay the costs of upkeep of the Bred Calves and of veterinary treatment pursuant to paragraphs 3.1.2, 3.1.3 and 3.1.4 of this Part 2 above from birth until Delivery.
- 3.3. The Farmer shall notify Warrendale Wagyu of any illness and of any death among the Bred Calves.
- 3.4. Warrendale Wagyu shall not be under any obligation to pay for Bred Calves which die prior to Delivery.
- 3.5. The Farmer shall ensure that all Cattle and Bred Calves comply with the British Cattle Movement Society regulations.
- 3.6. For the avoidance of doubt, Warrendale Wagyu shall undertake DNA testing of the Bred Calves following Delivery and if, following the results of such testing, any Bred Calf is found not to be of Wagyu specification (which shall be determined in Warrendale Wagyu's sole discretion), then any such Bred Calves purchased from the Farmer under this Contract shall be returned to the Farmer and Warrendale Wagyu shall recoup all costs and payments made by it to the Farmer.



## **4. Post Termination**

- 4.1 Warrendale Wagyu's right and obligation to re-purchase includes the right to purchase any Bred Calf born within the period of 12 months from the date of termination of this Contract, irrespective of the reason for termination.

## **Part 3 – Buy Back of Cattle**

### **1. General**

- 1.1 The Farmer agrees that the Cattle are sold by Warrendale Wagyu on the terms of this agreement for the purpose of rearing by the Farmer and the Farmer agrees to use best endeavours to achieve a continuous period of growth for the Period, concentrating on developing height and length of body frame.
- 1.2 The Farmer agrees that the Cattle sold to it by Warrendale Wagyu shall be bought back by Warrendale Wagyu at any time during the Period on giving the Farmer notice in the manner detailed in paragraph 3.1 of this Part 3.
- 1.3 The Farmer agrees to rear the Cattle for the Period and in compliance with paragraph 2 of this Part 3 below, good farming practice, professional veterinary practice and/ or any instructions or feeding rations notified to the Farmer by Warrendale Wagyu from time to time.
- 1.4 The Cattle shall, up to the point of Delivery under the Buy Back, remain the property of the Farmer and the Farmer is responsible for all upkeep and maintenance of the Cattle, including but not limited to, feeding, nourishment, veterinary services and medicine required in relation to the Cattle. Furthermore, should the Cattle cause any damage, however so occurring to any property, machinery, other livestock or humans such loss arising from that damage shall be borne solely by the Farmer.

### **2. The Period**

- 2.1 During the Period and until Delivery under this Schedule 1 the Farmer shall:
- 2.1.1 keep the identity of any other cattle or herd of animals separate and distinct from the Cattle;
- 2.1.2 maintain permanent and distinct markings for the Cattle and ensure strict compliance with all enactments relating to animal identification, registration welfare, disease, movement and all other records in respect of the Cattle;
- 2.1.3 not allow the Cattle to cause any nuisance to any neighbouring or adjoining landowner or occupier and in particular so as to eliminate so far as practicable, smell and noise;
- 2.1.4 keep the premises and area which the Cattle will occupy in a healthy and sanitary condition;
- 2.1.5 take all necessary steps to ensure the Cattle are secure at night;
- 2.1.6 insure the cattle on reasonable terms (including such terms as Warrendale Wagyu (acting reasonably) may from time to time notify to the Farmer) in the Farmer's name, ensure that Warrendale Wagyu's interest is noted on the policy and provide such evidence of such insurance (and payment of the premium) as Warrendale Wagyu shall from time to time require;
- 2.1.7 keep the Cattle without any tethering (unless dangerous to do so, and in which case such circumstances shall be notified to Warrendale Wagyu as soon as practicable);
- 2.1.8 ensure, to the extent the Cattle are maintained with other animals, cattle or herds (as the case may be), that there is no risk to the health or wellbeing of the Cattle;
- 2.1.9 take good care of the Cattle in accordance with usual good husbandry procedures;
- 2.1.10 not allow the Cattle to breed with any other herd or cattle;
- 2.1.11 maintain current all inoculations in accordance with Warrendale Wagyu's normal veterinary practice and any other requirements of Warrendale Wagyu, which may change from time to time but will be notified to the Farmer by Warrendale Wagyu;



- 2.1.12 promptly obtain veterinary treatment for any animal requiring such treatment;
- 2.1.13 comply with Warrendale Wagyu's reasonable requirements notified to the Farmer from time to time to ensure the traceability of the Cattle; and
- 2.1.14 inspect the Cattle regularly and obtain veterinary treatment where reasonably required.
- 2.2 The Farmer shall pay the costs of upkeep of the Cattle and other costs (including veterinary treatment) pursuant to paragraphs 2.1.1 to 2.1.14 (inclusive) of this Part 3 above during the Period and until Delivery.
- 2.3 The Farmer shall notify Warrendale Wagyu of any illness and of any death among the Cattle.
- 2.4 Warrendale Wagyu shall not be under any obligation to pay for Cattle which die prior to Delivery.
- 2.5 For the avoidance of doubt, Warrendale Wagyu shall undertake DNA testing of the Cattle following Delivery and if, following the results of such testing, any calf is found not to be of Wagyu specification (which shall be determined in Warrendale Wagyu's sole discretion), then any Cattle purchased from the Farmer under this Contract shall be returned to the Farmer and Warrendale Wagyu shall be entitled to recoup all costs and payments made by it to the Farmer.
- 2.6 Warrendale Wagyu shall be permitted, on 48 hours' prior notice to send a veterinary surgeon to the place where the Cattle are reared in order to ensure the requirements of this Contract are being met.
- 2.7 Should Cattle not be reared in accordance with the terms of this Contract, Warrendale Wagyu shall be entitled to terminate the Contract and purchase the Cattle at the original sale Price.
- 2.8 Nothing in this schedule shall entitle the Farmer to obtain any payments from Warrendale Wagyu for upkeep, veterinary treatment or otherwise for the Cattle.

### **3. Buy Back of Cattle**

- 3.1 The Period shall expire on the giving of notice, (written or otherwise) ('**Notice**') from Warrendale Wagyu to the Farmer that it wishes to Buy Back the Cattle.
- 3.2 Notwithstanding Notice being given by Warrendale Wagyu, the Farmer shall continue to rear the Cattle in accordance with this Schedule until Delivery.
- 3.3 Once Warrendale Wagyu has given Notice to the Farmer, the Farmer and Warrendale Wagyu shall immediately arrange for each animal to be weighed for the purposes of determining the Buy Back Price and shall arrange for Delivery of the Cattle to Warrendale in accordance with paragraph 2 of part 4 of this Schedule below.
- 3.5 Warrendale Wagyu shall pay the Buy Back Price in cleared funds to the Farmer within 30 days of Delivery.
- 3.6 The Farmer agrees that it shall not offer any of the Cattle for sale to any other person unless such Cattle are first rejected by Warrendale Wagyu in accordance with paragraph 3.8 of this Part 3 below.
- 3.7 Notwithstanding the above, nothing shall entitle the Farmer to receive payment of the Buy Back Price from Warrendale Wagyu for any calf or Cattle which is suffering from any Listed Disease or is taken for slaughter pursuant to any regulation or directive of a competent authority in connection with the control or eradication of any disease or Listed Disease.
- 3.8 Should any animal not meet the health and performance standards of Warrendale Wagyu, Warrendale Wagyu in its entire discretion shall have the right to refuse the calf or Cattle in question and no payment shall be due to the Farmer for such animal.

## **Part 4: General**

### **1. The Farmer's Obligations**

- 1.1 At the time of Delivery, the Farmer warrants that the Bred Calves or Cattle as the case may be, (or any single beast) are not known to him to be either diseased or dangerous, save where the parties have agreed to enter into this agreement having specific knowledge of any particular dangerous propensities of the Cattle, (or any single beast, as the case may be).



## **2. Delivery**

- 2.1 Delivery (being the transfer of possession of the Cattle or Bred Calves) shall be made on a date to be specified by Warrendale Wagyu.
- 2.2 Delivery shall take place when the Cattle or Bred Calves are unloaded from transport at Warrendale Wagyu's specified destination or collected by Warrendale Wagyu or its authorised agent.
- 2.3 Upon arrival at Warrendale Wagyu's specified destination or collection by Warrendale Wagyu (as the case may be), the Farmer shall give the valid 'cattle passport' (and/or any other documentation required from time to time to allow the transportation of cattle and any and all other ownership and/or pedigree related documentation which was given by Warrendale Wagyu on purchasing the Cattle or which is reasonably required by Warrendale Wagyu in respect of the Cattle or Bred Calves (as the case may be).
- 2.4 Nothing in this agreement shall require Warrendale Wagyu to take delivery of any Bred Calf or Cattle which is not compliant with the health and/or quality requirements of this Agreement.
- 2.5 The parties' respective obligations relating to:
  - 2.5.1 arrangement for transportation of the Cattle and/or Bred Calves;
  - 2.5.2 payment for those transportation arrangements; and
  - 2.5.3 insurance cover for the Cattle or Bred Calves (as the case may be) during transportationshall be as set out in Schedule 2 of this Contract.

## **3. Risk and Title**

- 3.1 Risk of loss or damage to the Cattle or Bred Calves (as the case may be) shall pass to Warrendale Wagyu on Delivery and Warrendale Wagyu and the Farmer shall (without prejudice to paragraphs 2.4.3 of this Part 4 above and Schedule 3) insure as they see fit.
- 3.2 Title to the Cattle or Bred Calves (as the case may be) shall pass to Warrendale Wagyu upon Delivery.

## **Schedule 2 – Transportation and Insurance**

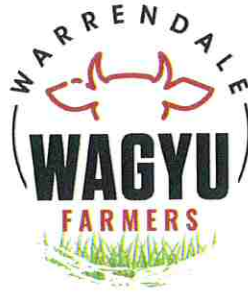
1. It is the responsibility of the Farmer to arrange at its own cost all transportation of Cattle or Bred Calves (as the case may be) to Warrendale Wagyu's desired location. Warrendale Wagyu will arrange transportation if required at the sole cost of the Farmer
2. Warrendale Wagyu undertakes no risk for loss or damage to the Cattle or Bred Calves during transportation and as such it is the responsibility of the Farmer to ensure that any haulier duly utilised to transport the Cattle or Bred Calves maintains full insurance against loss or damage.
3. The Farmer shall maintain at its own cost adequate insurance against death, disease or loss of any Bred Calves or Cattle during the Period and shall immediately upon request by Warrendale Wagyu produce to Warrendale Wagyu the relevant insurance policy or policies and evidence that payment of premiums is up-to-date.



## Schedule 3 - Warranties

- 1.1. In relation to the Cattle, Warrendale Wagyu warrants that, as at the time of Delivery, the Cattle, (or any single beast):
  - 1.1.1. are not known to be either diseased or dangerous, save as where the parties have agreed to enter into this agreement having specific knowledge of any particular dangerous propensities of the Cattle, (or any single beast, as the case may be);
  - 1.1.2. are not suffering from a Listed Disease or are due to be taken for slaughter pursuant to any regulation or directive of a competent authority in connection with the control or eradication of any disease or Listed Disease; and
  - 1.1.3. meet the health and performance standards of Warrendale Wagyu.
- 1.2. The parties acknowledge and agree that no warranty or other term in respect of the Cattle is given (or shall be deemed to be given) by Warrendale Wagyu or its officers and employees other than as expressly stated herein.





## WARRENDALE WAGYU PRODUCERS

Dear Producer,

At Warrendale Wagyu we are committed to providing the highest quality animals throughout our integrated beef scheme, from the dairy farms producing our calves, through to our rearers and on to grower and finishing farms. The risk of pneumonia can impact every stage in the cycle, every farmer in our scheme, and all through the year; and as a group we need to have a consistent approach to prevent avoidable losses and to help produce a consistent animal at each stage that is able to thrive throughout its lifetime.

### Warrendale Pneumonia Vaccination Protocol:

Vaccination is only one part of the story when it comes to pneumonia prevention, but it plays an important role in making sure immunity levels are high to protect vulnerable stages and movements in our scheme. Working together to reduce the risk of pneumonia at every stage is critical for reducing losses and use of antibiotics on your farm, but is also important for welfare, future growth rates and profitability for all of us.

We require all our producers and rearers to follow the Warrendale Pneumonia Vaccination Program detailed in this document to make sure calves and weanlings are set up for a healthy and productive lifetime.

**Please sign the declaration below to confirm that you will commit to these vaccination protocols when selling animals on the Warrendale scheme:**

SIGNED:

PRINTED:

Mr Grant Shields LLB (Hons)

DATE:

20/02/2024



## Intranasal Vaccines:

- Bovalto Respi Intranasal
- Bovilis INtranasal RSP
- Rispoval RS + PI3 Intranasal

These vaccines contain two of the most common viruses causing pneumonia in calves: **RSV and PI3**. It is usually these viruses that attack first and cause the high temperatures and lung damage, allowing the secondary bacteria to get hold. Intranasal vaccines are **live** vaccines which generate immunity **fast** and only need **one dose** to be effective.

These vaccines are **given up the nose** to healthy calves and can be given from a **young age** (7-10 days old). Intranasal vaccines take 5-7 days to work and the **protective immunity lasts for 3 months** so these are ideal to use at 7-10 days old to **protect that first move from the dairy farm to the calf rearer** at 2-3 weeks old.

## Injectable Vaccines:

- Bovalto Respi 3
- Bovilis Bovipast RSP

These injectable vaccines contain **RSV and PI3** like the intranasal vaccines, but also contain inactivated **Mannheimia** - the bacteria that commonly attacks after the viruses, or can sometimes cause pneumonia on its own. The viruses and bacteria in these vaccines are **dead** so immunity takes **longer to develop** and calves will need a **second dose** to get full protection, but this protection will then **last 6 months**.

These injectable vaccines are given **under the skin** to **healthy calves** and should be used at the **calf rearer stage** to **protect the move from rearer to grower**. Full immunity comes 2 weeks after the second dose so calves will need both doses at least 2 weeks before the next move.

**Calves that benefit from the early protection of the intranasal vaccine given at the dairy farm, will give the calf rearer a safe window to get the injectable vaccines in whilst still under protection of that intranasal vaccine.**

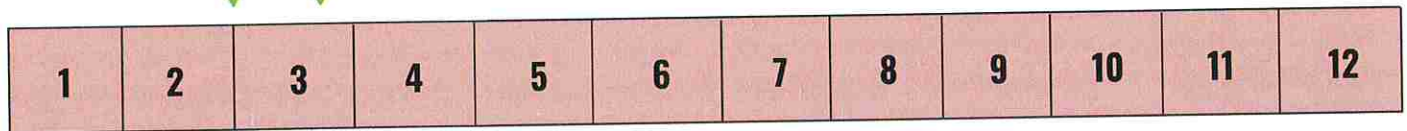


## WARRENDALE PNEUMONIA VACCINATION PROTOCOL

### Injectable

- Two doses
- 8 weeks + 3-4 weeks later
- Healthy Calf

6 months protection



Timeline (months)



3 months protection

### Intranasal

- One dose
- 7-10 days old
- Healthy Calf



**HAYWOOD**  
FARM VETS

