



**THE INTERNATIONAL MEAT TRADE ASSOCIATION**

**TERMS AND CONDITIONS OF TRADE**

**INTERNATIONAL MEAT TRADE  
ASSOCIATION INCORPORATED**

**IMTA TERMS AND CONDITIONS OF TRADE**

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The Imported Meat Trade Association was formed in 1895 as the Frozen Meat Trade Association. The name was changed to the International Meat Trade Association following the UK's accession to the European Union. Previously members had been mainly involved in meat importing, but have subsequently widened their activities to include exports.

IMTA members now consist not only of companies engaged in importing and exporting of meat and meat products, but also of meat wholesalers and distributors and in some instances other products. IMTA also has an Associate Membership category for those whose interests are linked to the meat trade.

IMTA has regular meetings with relevant UK Government agencies, is a member of the European Meat and Livestock Association (UECBV), and has regular contact with the EU Commission in Brussels.

The Association maintains a List of Registered Surveyors who are able to provide surveys for members and non-members alike.

The most recent International Meat Trade Association Terms and Conditions of Trade printed herein became available for use by members on 12 February 2016. These revised terms replace any earlier editions. They are also available on our website [www.imta-uk.org](http://www.imta-uk.org)

Revisions to these Conditions may only be made pursuant to a Special Resolution passed at an Extraordinary General Meeting of the Association and come into force 3 months after the date of notification to the members of the passing of that Resolution.

Date: 12 February 2016

# THE INTERNATIONAL MEAT TRADE ASSOCIATION

## TERMS AND CONDITIONS OF TRADE

### DEFINITIONS

The following words and expressions hereinafter used shall have the following meanings for the purpose of these Conditions of Sale and the Arbitration Rules:-

"**IMTA**" - the International Meat Trade Association.

"**The Chairman**" - A chair of the meetings appointed by the Members of IMTA in accordance with the Articles of Association.

"**The Board**" - Members and Associate Members of IMTA appointed as Directors of the Association in accordance with the Articles of Association.

"**Director**" – a duly appointed Director of IMTA.

Chief Executive Officer (CEO) – person with overall responsibility for IMTA's day to day operations, appointed by, and responsible to, the Board.

"**The Sole Arbitrator**" - the Arbitrator appointed by the Chairman of IMTA, or in the absence of the Chairman, the CEO or a Director.

"**Address**" - the address of any parties stated in the Contract or their last known address.

"**Bill of Lading**" - a combined transport Bill of Lading involving carriage by refrigerated vessel in bulk, refrigerated container, or an Airfreight movement.

"**Contract**" - any contract entered into pursuant to the IMTA Conditions of Sale and Arbitration Rules of IMTA.

"**Days**" - calendar days, unless otherwise provided. Where the time prescribed for doing any act is less than six days, Saturdays, Sundays, Christmas Day, Good Friday and Public Holidays at the place where the act is to be performed shall be excluded in the computation of such time, except where otherwise provided.

"**Final discharge**" - when Meat is carried by ship, the date of final discharge of the cargo from the ship at the port where the goods were landed. When Meat is carried by a container ship, the date on which the container(s) first became available for collection from a container base.

"**The Freezing Works (or Chilling Works) Certificate**" - the document and/or documents certifying for insurance purposes that the Meat was in good condition and properly dressed, cooled and frozen/chilled, that the period from the time the Meat was first received into freezing (chill) chambers for storage until the time of shipment did not exceed 60 days (14 days if chilled), (unless otherwise agreed between the parties) and stating the method of transportation from the freezing (chilling) works to shipside or container base, as the case may be.

"**Goods**" to include Meat and Non Meat items as defined as follows:

"**Meat**" - Beef, sheep meat (lamb and mutton), pork, poultry, game and where appropriate offals, along with other species and similar products of the trade. (It may be supplied as whole, carcass/sides or quarters and/or cuts covering fresh, chilled, frozen and/or cooked products in a wide variety of immediate wrappings and external packaging.)

"**Non Meat items**" being Dairy, Fish, Fruit, Vegetables and similar food items along with further processed products that may form part of a Contract under IMTA terms, subject to the parties' agreement.

**“ Consignment”** – may also be described as “goods”. A consignment can form an entire contract or part of a contract or series of contracts. A consignment can refer to goods that are housed under appropriate storage conditions, goods in transit whether conveyed bulk in a sea going vessel, conveyed in an ocean going container, a refrigerated truck, or any other conveyance than those described.

**"Notice"** - notice in writing unless otherwise provided in these Conditions of Sale and Arbitration Rules and shall include letter, fax, email or any other similar method of ~~rapid~~ written communication.

**"Party"** - a party to a contract or to a dispute, as the context shall require, and the duly authorised agent of each such party.

**"The Seller"** shall, where the context so admits, include the Seller under any sub-contract as well as under an original contract.

**"The Buyer"** shall, where the context so admits, include the Buyer under any sub-contract as well as under an original contract.

**"The Shipping Company"** means and shall include the owners of the carrying ship and their duly authorised agents, and/or charterers and/or ship brokers and NVOCC (Non Vessel Owning Common Carrier(s)).

**"Ship"** - either a vessel designed to carry Meat by sea in bulk or a "container" vessel designed to carry Meat solely in containers by sea.

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## CONDITIONS

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*Terms of Trade* INCOTERMS are a set of international rules for the interpretation of the 13 trade terms published by the International Chamber of Commerce (ICC).

IMTA have adopted as a basis for all contracts Incoterms 2010 (or as revised from time to time) and as varied and further defined within the terms stated below.

### CONTRACT AND DOCUMENTATION

*Contract* 1 A contract shall be issued and sent by the Seller to the Buyer by either post, facsimile, email or any appropriate electronic communication.

2 (a) Every contract shall contain or be deemed by the parties to contain the following clause:-

"This transaction is governed by the terms and conditions including arbitration as embodied in the Conditions of Sale and Arbitration Rules of the International Meat Trade Association in force at this date."

(b) Every contract shall also:-

(i) Specify the contract price, payment terms and applicable currency;

(ii) Specify the trade terms to be used, including but not limited to:

(A) Ex Works (EXW): *goods made available to the buyer at the sellers premises.*

(B) Free Alongside Ship (FAS); Free On Board

(FOB); Free Carrier (FCA): *seller required to deliver to a carrier of the buyers choice.*

- (C) Cost & Freight (CFR); Cost, Insurance & Freight (CIF); Carriage Paid To (CPT); Carriage, Insurance Paid To (CIP): *seller contracts for carriage. Other risks defined within terms of contract.*
- (D) Delivered At Place (DAP); Delivered At Terminal (DAT); Delivered Duty Paid (DDP): *seller bears all risks and costs to bring the goods to a named point in the destination country.*
- (E) Or any such other terms that may be agreed between the parties and/or are incorporated in Incoterms 2010 (or subsequent versions thereof) prevailing at the time of contract.

- (iii) Specify the place of delivery, collection and/or the place where transfer of risk occurs;
- (iv) Specify the goods, type of product, meat cut, weight, and, where appropriate, weight ranges, grade, packing and other relevant information;
- (v) Where it is not provided under Incoterms, The“Seller” to define which party bears the cost for any landing, storage, delivery charges and which party has responsibility for any tariffs, duties, bonded movements), levies, guarantees, and licence facility arrangements.

*Documents* 3 Documents constituting a valid Contract tender shall be in the English language and shall be depending on the method of sale:-

(a) Standard Documents All Contracts:-

*Commercial Invoice.* (i) Commercial Invoice in respect of each Contract showing description, weight, price, payment terms including currency of sale and method of sale.

*Packing List.* (ii) Packing list detailing weights, production dates, durability dates, traceability codes and associated information.

*Health Certificates.* (iii) Animal and Public Health Certification as required by the competent authorities both in the country of production and country of sale, as may be confirmed by method of sale or agreed between the parties.

*Customs and Transit Guarantees.* (iv) Such customs, transit guarantees and other documents as may be required by the authorities in both the country of production and country of sale.

*Receipt,* (v) Receipt, Delivery note or CMR where relevant in respect of each shipment, vehicle or container load

*Delivery, CMR.*

showing description and weight and container number if relevant.

The above list of Standard documents is designed for meat items, the requirements for non meat items may differ and should be agreed between the parties.

(b) In respect of Ex Store Sales only:-

*Delivery Orders.*

Delivery Order in respect of the contract detailing the description, weight and relevant cold store documentation allowing the release of the Meat to the Buyer on ex store terms.

(c) For CIF and CIP Sales (For example, Insurance certs not provided by seller under FOB and CFR sales):-

*Insurance Certificate.*

(i) Insurance Certificate: Any contractually required insurance policy and/or insurance broker's certificate covering the goods in accordance with the following provisions.

(A) Where required under Contract insurance will be effected at a value of 10% above invoice price.

(B) Cover to be based on London Institute Meat Clauses A Conditions including IMTA Extension Clauses plus War Risks. (To be varied for non Meat items to reflect the insured interest as agreed between the parties).

(C) Cover to be amended to note the interest of chilled and/or fresh Meat and non Meat items.

(D) Cover to be amended to continue until 60 days after the vessel arrives at the Port of Discharge.

(E) Cover will cease at the Port of Discharge unless otherwise agreed between the parties.

(F) In the event of the Meat being held in the Freezing Works and/or cold store prior to shipment for a period in excess of the 60 days provided within the above conditions, the insurance shall be extended to cover the excess period. Any additional premiums shall be paid by the Seller and confirmed in written form by the insurer or his agent.

*Bills of Lading.*

(ii) Bill of Lading: Up to three original "On Board" Ocean Bills of Lading or Airway bills unless otherwise agreed:-

(A) In the case of shipment by sea, the date of the Bill of Lading shall be the on board date.

(B) Where the contract requires "on board bill of lading" for the ocean voyage of a containerised shipment, the Bill of Lading date shall be the date

on which the container or goods came into possession of the carrier at the place of acceptance specified in the Bill of Lading.

*Freezing/Chilling Works Certificates.*

(iii) Freezing Works/Chilling Works Certificate, if contractually required.

*Certificate of Origin.*

(iv) Certificate of Origin: In case of goods qualifying for any form of preferential rate of import duty, produced on a form approved by and worded to the satisfaction of Customs or the competent authority dealing with matters of Duty.

### QUANTITY AND DELIVERY

*Quantity Margins.*

4 Where the Contract stipulates an exact quantity/tonnage, the supplier must use all reasonable endeavours to ensure the contract is fulfilled. Contracts shall be on the basis of the quantity/tonnage agreed between the parties but subject to a tolerance of 5% provided all reasonable endeavours have been made to honour the contract. Any other variation to the contract quantity/tonnage or 5% tolerance requires the agreement of the Buyer and the Seller.

*Delivery.*

5 In the event of a dispute, each delivery or part delivery shall be deemed to be a separate Contract.

6 It shall be the responsibility of the Seller to advise the Buyer of the details of the intended delivery time, and, if requested by the Buyer, the name of the carrier and the registration number or other identifying mark of the vehicle and/or container number at the time of despatch.

### TITLE AND RISK

*Cover.*

7 Title and risk shall remain with the Seller to the extent agreed in the Contract.

*Transfer of Title Ex Store.*

8 (a) For the avoidance of doubt, unless otherwise provided in the Contract in respect of ex store sales; transfer of title shall be deemed to have taken place on the receipt of a delivery order or other form of written notification from the Seller to the cold store, giving precise instructions for the transfer of the meat.

*Insurance. Ex Store.*

(b) Insurance in respect of "ex store sales" shall be the responsibility of the Seller up to the point of transfer of the goods in the cold store.

*Insurance. Delivered.*

(c) The risk of insuring the goods in respect of delivered sales shall remain with the Seller up to receipt of the signature of the Buyer or his agent and/or other point of delivery nominated by the Buyer for the quantity of meat delivered.

*Ex Store tender.*

(d) Save where agreed otherwise, in the event of goods being tendered ex store, haulage charges to store at the port of

discharge and storage charges, including not less than 14 days' rent from the date of tender, shall be for the account of the Seller.

### TERMS OF PAYMENT

- Payments.* 9 Payment terms are strictly those that are agreed between the parties at the time of contract, if not specifically agreed at the time of contract then those terms that have either been previously agreed by trading precedent or those agreed in writing between the Parties by separate agreement.
- 10 In the case of non-payment of any invoice by the due date as specified in the contract and/or order confirmation and/or invoice, then the seller has the option to charge interest to the buyer at a rate of 2% over bank base rate in the invoiced currency.
- Right of Set Off.* 11 Payments due from the Buyer under these terms shall be made without the right of set-off, deduction or reason for delayed payment
- Payments against Documents.* 12 Payment in respect of documentary sales, where presentation of documents forms part of the Contract, payment will be cash against documents or by other means such as letters of credit as agreed between the parties.
- Payment Ex Store Contracts.* 13 Payment under an "ex store" contract shall be agreed between the parties, such payment to be based on initial specification weights but subject to adjustment based on the actual weight of the total parcel of goods under contract that are collected/delivered from the store.

### EXECUTION OF CONTRACT

- Force Majeure.* 14 A party is not liable for failure to perform their party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity (or telephone service). No party is entitled to terminate a contract in such circumstances.
- If a party asserts Force Majeure as an excuse for failure to perform their party's obligation, then the non performing party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described above.
- Shipment within specified period.* (a) Where the Contract provides for shipment within a specified period and/or on a named vessel:-
- (i) The Seller has the obligation to ship within the specified

period, in the event of shipment or production delay it is the duty of the Seller to notify the Buyer, the reasons for the delay and the expected revised delivery.

(ii) The Buyer has the obligation to accept goods shipped within the specified period, in the event of shipment delay properly notified by the Seller to the Buyer, the Buyer has the option to accept delivery.

*Demurrage.*

(iii) In the event of the Buyer being unable to accept the goods at the place and/or time originally specified, the cost of any Port Cost, Quay Rent, Plug in Charges, Demurrage and/or redirection shall be for the Buyer's account.

*Seller's part or total failure.*

15

In the event of the Seller failing to fulfil the Contract as regards a portion only of the goods contracted for, then, subject to any other provisions herein contained, his liability for damages (if any) shall be restricted to that particular breach or breaches

#### **RETENTION OF TITLE**

*Retention of Title.*

16

(a) Notwithstanding delivery and the passing of insurance risk and granting of credit, the legal and equitable title in the goods delivered shall remain with the Seller and shall not pass to the Buyer until the Seller shall have received in cash or cleared funds payment in full in respect of all goods delivered under the Contract or any other contract between the parties, or until the goods are processed or resold (whichever shall first occur) and until such time as the property in the goods that are delivered passes to the Buyer hereunder the Buyer shall hold it in a fiduciary capacity for the Seller.

(b) Until such time as legal and equitable title in the goods delivered passes to the Buyer:

(1) The Buyer shall keep the goods delivered in such condition and stored and labelled in such manner as to make it clearly identifiable as the Seller's property.

(2) The Buyer shall be entitled to process or use the goods delivered in the ordinary course of its business but shall account to the Seller for such proportionate amount of the proceeds of resale of the goods as delivered or processed (including proceeds of insurance claims on loss, damage or destruction), as is equivalent to the sale price (or proportionate amount thereof) due to the Seller, and shall hold such proceeds on trust for the Seller and not mix the same with other monies or pay them into any overdrawn bank account and shall ensure

that they are at all times identifiable as the Seller's monies and in the case of tangible proceeds keep them properly stored, protected and insured.

- (3) At any time until the goods delivered have been paid for and without prejudice to any other remedies available to the Seller, the Seller or its agents shall be entitled immediately after giving notice of its intention to do so to enter upon the premises of the Buyer with such transport as may be necessary and repossess any goods to which it has title hereunder.
- (4) If requested so to do by the Seller, the Buyer shall assign to the Seller any right or claim of the Seller over or against any third party in respect of the goods delivered.
- (5) Nothing in this clause shall confer any right on the Buyer to return the goods delivered under the Contract or to refuse or delay payment thereof, unless otherwise agreed in writing.

#### **VETERINARY AND HEALTH REQUIREMENTS**

*Seller's Warranty.* 17 The Seller warrants that the goods supplied have been inspected by a competent authority and declared fit for human consumption and that it shall, further, procure the issuing by that authority of written confirmation that that is the case.

#### **WEIGHT CLAIMS**

*Weights and Weight Shortage* 18 The Buyer must report to the Seller the net weight received as soon as possible after receipt at the specified point and in any case within two clear days of delivery. In the event of a shortage, the Seller shall be given the opportunity to check the weights of the entire parcel and is entitled to be present and/or appoint a surveyor or agent for this purpose. A further period of ten (10) calendar days for frozen meat and seven (7) for chilled meat from when the notice was given for the provision of documentary evidence in support of such a claim is allowable.

*Weight Claims.* 19 No weight claim under half of one per cent will be accepted by the Seller. The Bill of Lading, veterinary health certificate weights, the producers packing lists, marked net weights, freezing/chilling certificates, cold store certified weights, shall be accepted as evidence of weight, subject to weights and measures legislation in force at the time.

Whilst there shall be no claim for loss in weight if less than half of one per cent, the whole loss in weight that exceeds half of one per cent shall be allowed to the Buyer.

*Tares – test weighing.*

20

- (a) In the case of a Buyer wishing to substantiate a shortweight claim, such claim shall be determined by one of the following methods:-

Taking the Marked Net Weight of the product manually or via a scanned barcode

Or

- (i) From the Gross Weight deduct the official tare as denoted by the supplier and as described on the carton/packaging and/or documentation as prepared by the supplier.

Or

- (ii) In the case of the above method not being available, or in the event of any dispute on the official tare then:-

The tare is to be assessed by weighing the following quantities gross and calculating an average tare by weighing the packing material including all wrapping materials other than the immediate wrapping of the Meat which cannot be easily removed and after the contents have been removed. The quantity to be tested shall be no less than five individual cartons/packs and no more than a maximum test of 50 individual cartons/packs of each weight range where carton sizes and packs differ.

- (b) The weight obtained by the above methods shall be treated as the net weight provided that the weight of these materials is within the tolerances prescribed by the Weights and Measures Act 1985 or any subsequent change in legislation that occurs from time to time.
- (c) The cost of test weighing shall be paid by the Seller only if a short weight claim is upheld. The Seller shall have the right to be represented at all tests for tare.

### **QUALITY AND CONDITION CLAIMS**

*Shortage, Quality and Condition.*

21

- (a) The Buyer has a duty of care to inspect the goods and any surrounding packaging upon receipt. In the case of claims relating to quality and/or condition, and before any further distribution of the goods is made, the Buyer must notify the Seller of such claims within the following time limits:-

- 24 hours in respect of Fresh or Chilled Carcass Meat and Poultry.
- 48 hours in respect of Vacuum Packed Chilled Lamb, Poultry, Pork and non-meat goods.
- 7 calendar days in respect of Vacuum Packed Chilled Beef.

- 14 calendar days in respect of Frozen Meat and frozen non-meat goods.
- (b) The time limits described in (a) will apply in the case of inherent fault, except for those products below where a Buyer cannot reasonably detect a fault on immediate inspection:-
- 14 calendar days in respect of Vacuum Packed Chilled Beef.
  - 1 (one) calendar month in respect of Frozen Meat and frozen non-meat goods.
- (c) Following notification of a claim for defects, whether visible or hidden, the Buyer must provide the Seller with documentation to support the claim, such documentation to be supplied promptly. In addition to the time limits in (a) and (b) above the Buyer shall be allowed additional time to provide supporting documentation as follows:
- 5 calendar days for Fresh and Chilled Vacuum Packed product other than Vacuum Packed Chilled Beef.
  - 14 calendar days in respect of Vacuum Packed Chilled Beef, Frozen Meat and frozen non-meat goods.
  - On application in writing by the Buyer, the Seller may agree to vary the time limits referred above to allow the Buyer reasonable time to provide additional documentation in support of their claim.
- (d) The Buyer shall not be entitled to any compensation, or reduction in or refund of price paid for the goods or any part thereof, or to make any claims arising out of condemnation of the meat unless the Buyer notifies the Seller by written communication including e-mail of any proposed condemnation prior to the same being condemned.

*Sampling.*

- 22 In the event of a dispute or claim for condition or quality, in order to establish the validity of any complaint the parties shall be entitled to inspect the goods under dispute. In so doing the parties may agree that a sample representing the consignment as a whole or that part of the consignment under dispute should be selected for physical and/or visual examination.
- 23 The sample or samples selected must be of sufficient quantity to be considered a representative sample, taking into account practicalities of carrying out such sampling in a veterinary controlled production and cold store environment. In order to carry out an inspection, the consignment in its entirety should be made available. If the goods have been dispatched in part, then sufficient

quantity must be made available from the balance remaining for a sample to be obtained that is considered to be representative. Provided a sufficient proportion of the consignment is available, a sample of 10% (ten per cent) of the overall consignment in dispute is deemed to be representative of the consignment as a whole, but the parties may agree to a lesser quantity or percentage subject to the nature of the claim being made, the purpose for which the sample is being taken and the type and value of product being sampled.

- 24 Goods presented for sampling must be previously unopened cartons or units and contain identification in the form of labelling and health marks in order to correctly identify the consignment. Any goods selected for inspection and sampling should be selected at random.
- 25 In respect of a claim or complaint on the weight of a consignment, the entire consignment must be made available for testing unless the parties agree otherwise, other than when the dispute requires a test for tare, when the provisions of clause 20(a) shall apply.
- 26 If the claim for the issues described herein of quality, condition, specification, weight and tares is upheld, then the costs of inspection and associated costs of sampling are to be met by the seller. If the claim is unproven, the costs of inspection and associated costs of sampling are to be met by the buyer.
- Rejection* 27 In the event of the Buyer having a valid reason to reject the goods either in full or in part following receipt/delivery, and having provided notice to the Seller within the stated time schedule for reporting claims, then the Buyer must provide for the safe return of the goods in the condition as originally delivered/collected. In such case the Seller's liability to the Buyer will be restricted to providing credit for the invoice value of the goods to the Buyer plus any additional transport or storage charges incurred.
- Exclusion for consequential losses.* 28 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied or express warranty, condition or other terms or any duty at common law under the express warranty, condition or other terms or any duty at common law under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Meat or its use or resale by the Buyer, save as expressly provided in this clause.
- Insolvency.* 29 If either party makes any voluntary arrangement with its creditors or becomes subject to an administration order or, being an individual or firm, becomes bankrupt or, being a company, goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an encumbrancer takes possession of the Meat of that party or any part thereof or a receiver or an administrative receiver is appointed of any of the property or assets of that party

or that party seizes or threatens to cease carrying on business or the other party reasonably apprehends that any of the aforementioned events is about to occur in relation to that party (and notifies that party accordingly), then without prejudice to any other right or remedy available to the other party, that other party shall be entitled at its sole discretion to cancel the Contract and/or suspend any further dealings under the Contract without any liability to the other party and if the Meat shall have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- Severance.* 30 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- Waiver.* 31 No waiver by either party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- Disputes and arbitration.* 32 (a) These Conditions and any contract arising out of them shall be governed by English Law and any dispute arising out of or in connection with them (including but not limited to any issue regarding their existence, validity or termination shall be referred by either party to the determination in London of an Arbitrator (as sole Arbitrator appointed by the Chairman or in his absence, the CEO for the time being of IMTA), whose decision shall be final and binding on all concerned, without any right of appeal by either party on any question of Law, which right is hereby waived.
- Arbitration.* (b) The availability of IMTA's Arbitration service to parties who are not members of IMTA will be at the sole discretion of IMTA.
- Service* 33 Service of any document may be made personally, by registered post, by recorded delivery, by facsimile or e-mail or other form of electronic transmission.
- 34 The time periods for service of documents will be as follows: for those made personally the day of presentation applies, for registered post second business day applies, for facsimile, e-mail and other form of electronic communication then day of sending applies.
- 35 Words used in the singular shall, where the context so admits, include the plural, and vice-versa and words used in the masculine shall include the feminine.
- 36 Revisions to these Conditions may only be made pursuant to a Special Resolution passed at an Extraordinary General Meeting of the International Meat Trade Association and shall come into force three months after the date of notification of the passing of that Resolution to the members and to the subscribers to the registration facilities.

## INTERNATIONAL MEAT TRADE ASSOCIATION

### ARBITRATION RULES

- Reference to arbitration.* 1 All disputes between the parties to the contract shall (if not settled by private treaty) be referred to Arbitration in accordance with these Arbitration Rules.
- President appoints Arbitrator* 2 The Chairman or in his absence, the CEO, in every case in which a dispute is referred to IMTA and has exercised discretion on behalf of IMTA to proceed to Arbitration, shall appoint a sole Arbitrator to hear and determine such disputes, save that no person having an interest directly or indirectly in any dispute which is the subject of arbitration shall act as the Sole Arbitrator or assist the Sole Arbitrator in such dispute.
- The Chairman or CEO shall notify the name of the Sole Arbitrator to each party in dispute.
- 3 The Sole Arbitrator can be the Chairman or Director of IMTA, provided the appointment has been approved at a Board meeting of Directors.
- Powers of the Sole Arbitrator* 4 The Sole Arbitrator, in addition to the powers conferred hereafter, may exercise the following powers if he deems it necessary for the full examination of any case:-
- (a) Appoint any Director or Member to assist him in collating information, documentation and general advice provided that person or persons does not have a conflict of interest.
  - (b) Obtain expert advice, such costs for advice shall be included in the costs of the Arbitration and recovered as directed in the decision. A person who has or has had any interest directly or indirectly in the dispute or has previously examined the goods in question for any purpose shall not be eligible to be consulted as an expert.
  - (c) Examine witnesses and call for further evidence and documentation as required.
- Evidence and proceedings at arbitrations and appeals.* 5 The evidence and proceedings at Arbitrations and Appeals may be taken and conducted in an informal way without regard to strict legal technicalities either as to evidence or procedure. The parties agree by entering Arbitration they are not to be legally represented at the arbitration hearing unless the Sole Arbitrator has given prior consent.
- Acting in lieu of Chairman.* 6 Any action required in these Arbitration Rules to be taken by the Chairman, or in his absence, by the CEO or any other Board Member that he or she nominates.
- Procedure with series of contracts.* 7 If the contract forms part of a series of contracts identical in all material respects save as to price, arbitration shall be held between the first Seller and the last claimant Buyer or the first claimant Seller and the last Buyer in the series as the case may be as if they were

in immediate contractual relationship one with the other. Any award made in such Arbitration shall be final, conclusive and binding as between all intermediate parties in that series and may be enforced by any intermediate party against any other party in the series in immediate contractual relationship with him, as if a separate award had been made under each contract in the series.

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| <i>Payment and disposal of arbitration fees.</i> | 8  | Prior to any Arbitration, each party in dispute shall pay to the Association a fee of £400 plus VAT in the case of a member and £800 plus VAT in the case of a non-member. Such fees may be adjusted from time to time.   |
| <i>Statement of Defence.</i>                     | 9  | In the event that the parties to the dispute have not filed their claim and defence to the claim within a timely period the Chairman, CEO, or the Sole Arbitrator reserve the right not to proceed with the Arbitration. Furthermore In the event that the defendant having consented to Arbitration does not file a written defence the Arbitration Committee reserve the right to find in favour of the claimant and the defendant is bound by that decision. In the event that the Claimant having applied for Arbitration fails to provide written evidence to support their claim within a timely period the Chairman, CEO, or the Sole Arbitrator reserve the right not to proceed with the claim and find in favour of the defendant and the Claimant is bound by that decision. |
| <i>Notification Of Decision</i>                  | 10 | The Sole Arbitrator shall confirm to the parties their decision as soon as is reasonably possible, such decision is full and final, conclusive and binding upon the parties in respect of all matters thereby determined.   |
| <i>Withdrawal.</i>                               | 11 | A party who has claimed arbitration to the Board shall have the right, at any time before the hearing of the Arbitration, to withdraw his claim by giving notice thereof to the Chairman or CEO, subject to the payment of such costs, if any, and the repayment in whole or in part of the fees paid to the Association by each party in dispute, all as the Board may in its absolute discretion determine.   |