



Teys Australia Livestock Agreement (Feeder Cattle) **Terms & Conditions**

- Delivery days & times as follows:
Condamine Deliveries: Wednesday & Thursday 7.00am to 4.00pm. Processing: Thursdays and Fridays.
Sandalwood Deliveries: Monday & Tuesday 7.00am to 4.00pm. Processing: Wednesdays.
Jindalee Deliveries: Monday, Tuesday & Wednesday 7.00am to 2.00pm. Processing: Tuesdays & Wednesdays (also Thursdays when required).
Associated Deliveries: Monday & Tuesday 7.00am to 2.00pm. Processing: Tuesdays & Wednesdays.
Charlton Deliveries: Monday & Wednesday 7.00am to 4.00pm. Processing: Tuesdays & Wednesdays.
- Curfews – all cattle weighed at feedlot may be subject to a percentage shrink dependant on the distance travelled (please see applicable feeder grid) and all cattle privately weighed are subject to percentage shrink (except on 12 hour curfew held in weighing area).
- Payment is made to the vendor within 12 days of processing.
- Unsound cattle are consigned on the basis of owners risk. Owners risk means that the sale and payment by the buyer for the cattle is conditional and the buyer will not be required to make payment to the vendor for the cattle.
- All cattle must have an NLIS device (Rumen bolus cattle will not be excepted). Missing NLIS tags incur a fee of \$15/tag.
- All heifers are to be PTE (pregnancy tested empty) prior to entering the feedlot. Deductions may apply to heifers found to be in calf.
- The Vendor / Authorised person warrants that stock listed on the agreement are free from Mortgage or any Encumbrance.
- This contract is subject to the deduction of livestock slaughter levy in accordance with The Cattle Transaction Act 1990.
- By signing a contract, the Vendor/Supplier gives their permission for The Buyer to issue recipient created tax invoices for Supplies the Vendor/Supplier makes in the agreement and the Vendor/Supplier confirms that they are registered for GST and will not issue a taxable invoice for the transaction. Recipient Created Tax Invoices will not be issued when any of the RCTI requirements are no longer met.
- The Buyer is registered for GST and will advise the Vendor/Supplier when it ceases to be registered for GST.
- The sale is subject to the vendor being LPA accredited or provisionally accredited and provide us with an LPA National Vendor Declaration.
- Prior to entering into an agreement for the delivery of the livestock purchased under the agreement by The Buyer, the Vendor warrants it has made reasonable inquiries with carrier and is satisfied that the carrier has in place systems that take all reasonable steps to minimise the risk of a breach of heavy vehicle fatigue management laws.
- The Vendor is responsible for arranging transport for the livestock unless otherwise agreed in writing. The Vendor agrees that any transport agreement entered into with the carrier will not cause, or be reasonably likely to cause, a breach of heavy vehicle fatigue management laws. The Vendor agrees to immediately notify The Buyer if any transport arrangement will cause or is reasonably likely to cause a breach of heavy vehicle fatigue management laws. In circumstances where a transport agreement will or is reasonably likely to cause a breach of heavy vehicle fatigue management laws, the Vendor must make alternative arrangements with its carrier and, if required to avoid such a breach, amend the delivery times for the livestock in consultation with The Buyer. Trucks exceeding applicable mass limits by more than 5% will be rejected.
- By signing the contract both The Buyer and the seller agree to be bound by the document, except where the performance by the buyer of any obligation under this Agreement is prevented by reason of an event of Force Majeure, then the buyer will be excused from and will not be liable for failure in performance of that obligation to the extent that performance is so prevented. Force Majeure means any event or circumstance not within the control of The Buyer and which by the exercise of reasonable skill and care but excluding any measures which are not economically feasible The Buyer is not able to prevent or overcome.
- A copy of privacy disclosure statement is available by request to Head Office (PH: 07 3198 9000) or on the Teys Australia website.