



## Teys Australia Livestock Agreement Terms & Conditions

### 1. Interpretation

In the interpretation of these Terms unless the context otherwise requires:-

- (a) Words denoting any gender include all other genders.
- (b) Words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporate, and vice versa.
- (c) References to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns.
- (d) Any obligation on the part of two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (e) Words expressing the singular include the plural and vice versa.
- (f) Headings are included for convenience only and do not affect the interpretation of this Agreement.
- (g) References to the Contract are to the Contract as amended supplemented or varied from time to time.
- (h) References to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (i) References to "\$" and "dollars" are to Australian dollars.
- (j) References to writing include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form.
- (k) References to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it.
- (l) References to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred, refer to the institute, association, body or authority established or constituted in its place or which substantially succeeds to its powers or functions.
- (m) No rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Contract or any part of it.

### 2. Definitions

2.1 In these Terms the following terms have the following meanings:

**"Authority"** means any government or statutory body.

**"Buyer"** means Teys Australia Pty Ltd and its Related Bodies Corporate as defined in the *Corporations Act 2001 (Cth)*.

**"Business Day"** means a day other than a Saturday, Sunday or public holiday.

**"Claims"** means:

- (i) any claim, legal action or liability for damages or compensation;
- (ii) liability to pay any fine or penalty;
- (iii) expenses, including legal costs; and
- (iv) consequential losses.

**"Confidential Information"** means these terms and conditions, any information relating to the Teys' business, dealings, finances, computer information, systems, marketing practices or any other systems of the Teys' businesses, Teys or any associates of Teys.

**"Contract"** means the contract constituted by the Livestock Contract and these Terms and Conditions.

**"Externally Administered Body Corporate"** has the meaning defined in the *Corporations Law*.

**"Livestock"** means the livestock specified in the Teys Australia Livestock Contract.

**"Grid"** means the reference given to the relevant Livestock pricing grid

**"GST"** means the GST referred to in the *A New Tax System (Goods and Services Tax) Act 1999*.

**"Information"** means all plans, specifications, data, policies, permits, financial information, marketing strategies, details of systems and modes of operation, and other documents or information about Teys.

**"Intellectual Property"** includes patents, plans, specifications, data, marketing strategies, details of systems and modes of operation, designs, copyright and trademarks.

**"Laws"** means all Federal, State and Local laws, including any regulations or orders made pursuant to them, and any standards or codes of practice referred to in them.

**"Levy"** has the meaning ascribed to it in the *Cattle Transactions Levy Act 1990*.

**"Livestock Contract"** means the executed agreement used by Teys to place an order with the Vendor. The document may be in electronic form.

**"Recipient Created Tax Invoice"** is given its meaning in the *A New Tax System (Goods and Services Tax) Act 1999*.

**"Sanctions Rules"** means any applicable trade or economic sanctions, export control, embargo or similar Laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limitation those of the EU, the UK, the US and the UN.

**"Terms and Conditions"** means these Teys Australia Livestock Terms and Conditions.

**"Teys"** means the Buyer.

**"Vendor"** means any person or entity who supplies or agrees to supply Livestock to Teys.

### 3. Ordering and Acceptance

3.1 Teys may offer to purchase Livestock by delivering an executed Livestock Agreement to the Vendor.

3.2 Except as otherwise expressly agreed in writing and signed by both parties, the Livestock Agreement is an offer, which is accepted by the Vendor upon the supply of the Livestock.

3.3 The Livestock Contract once accepted, combined with these Terms and Conditions represents the parties' entire agreement in relation to the purchase of the Livestock and supersedes all tendered offers (except to the extent they are incorporated into the Livestock Contract in writing) and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

### 4. Price

4.1 The price payable for the Livestock is the price and/or the Grid on the executed Livestock Contract.

4.2 Subject to clauses 5 and 6 Teys must pay the Vendor the Price for the Livestock as specified in the Livestock Contract.

### 5. Invoice and Payment

5.1 By signing the contract, the Vendor;

- (a.) gives their permission for the Buyer to issue Recipient Created Tax Invoices to the Vendor; and
- (b.) confirms that they are registered for GST and will not issue a taxable invoice for the transaction.

5.2 Recipient Created Tax Invoices (RCTI) will not be issued when any of the **RCTI** requirements are no longer met.

5.3 The Buyer is registered for GST and will advise Vendor when it ceases to be registered for GST.

5.4 Payment is to be made to the Vendor within 12 days of delivery for slaughter cattle. All cattle are sold subject to clause 6.

5.5 The contract is subject to the deduction of cattle and Livestock slaughter Levy in accordance with the *Cattle Transaction Levy Act 1990*.

## **6. Supply of Livestock**

- 6.1 Delivery- cattle must be at the specified meatworks the day before slaughter and will be in line with the signed contract.
- 6.2 Curfews vary from plant to plant. Specific curfews apply for EU cattle arrivals at all plants, failure to meet these curfews without prior notice will result in the cattle being made ineligible for EU production. Specific details of plant curfews can be sourced from the vendor's cattle buyer at the time of booking or Teys livestock office. 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).
- 6.3 Owners Risk means that the sale and payment by the Buyer for the cattle is conditional on there being no outbreak or suspected outbreak of Bovine Spongiform Encephalopathy or Foot and Mouth Disease in Australia after the date of the contract or the carcasses not being condemned at slaughter / boning or rejected for export by authorised meat inspection staff. Unsound cattle are consigned, conditional on there being no outbreak or suspected outbreak of Bovine Spongiform Encephalopathy or Foot and Mouth Disease in Australia after the date of the contract between the Buyer and the Vendor. If any of these events occur the Buyer shall be entitled to terminate the contract and the Buyer will not be required to make payment to the Vendor for the cattle or provide the Vendor any compensation in respect of cattle slaughtered. Upon termination the Vendor shall be entitled to the return, at its own cost, of cattle not slaughtered.
- 6.4 All cattle are sold on basis of Owners Risk.
- 6.5 All heifers are to be pregnancy tested empty (**PTE**) prior to entering the feedlot. Deductions may apply to heifers found to be in calf.
- 6.6 By signing the contract, the Vendor declares they have read and understood the Teys / Livestock Production Assurance (**LPA**), Vendor Animal Welfare Requirements and agree to abide by these standards for all cattle consigned to Teys. A copy of the Animal Welfare Requirements are available at <http://www.teysaust.com.au/wp-content/uploads/2014/11/Livestockvendorrowrequirements.pdf>
- 6.7 The sale is subject to the Vendor being LPA accredited or provisionally accredited and having provided Teys with an LPA National Vendor Declaration.
- 6.8 All cattle must have a National Livestock Identification System (NLIS) device. Rumen bolus cattle will not be accepted. EU accredited cattle must also be identifiable in accordance with relevant regulations.
- 6.9 The Vendor is responsible for arranging the transport of the Livestock to the Buyer unless otherwise agreed by both parties in writing. The Vendor agrees that when contracting a carrier to transport the Livestock to the Buyer, the Vendor will ensure that the carrier so far as is reasonably practicable, complies with the Heavy Vehicle National Law and the supporting regulations (**HVNL**).
- 6.10 The Vendor agrees;
  - (a.) to immediately notify the Buyer if the Vendor believes the carrier has caused a breach or is likely to cause a breach of the HVNL;
  - (b.) to make alternative arrangements with the carrier to avoid such a breach and where necessary modify the delivery of the Livestock in consultation with the Buyer. If the Buyer believes that the carrier has breached the HVNL, the Buyer will notify the Vendor of the suspected breach.

## **7. Confidential Information**

- 7.1 The Vendor must treat all Information which Teys provides to the Vendor or which otherwise originates from Teys which is of a confidential nature (including, but limited to, the Livestock Contract and all of Teys' Intellectual Property Rights, Specifications, strategies, projects, plans and financial information) as Confidential Information and must not, without the prior written consent of Teys, disclose, use or copy (or cause or allow to be disclosed, used or copied) any of that information other than for the performance of its obligations under the Livestock Contract.
- 7.2 The Vendor warrants and undertakes to protect the interests of Teys in any of Teys' Intellectual Property Rights and Confidential Information in the Vendor's control or possession and will only disclose, use or copy those Intellectual Property Rights and confidential information (or cause or allow it to be disclosed, used or copied) to the extent necessary for the performance of the Vendor's obligations under the Livestock Contract and as authorised in writing by Teys.
- 7.3 The obligations set out in this clause survive termination or expiration of the Livestock Contract.
- 7.4 The Vendor has reciprocal rights and obligations set out in this clause.

## **8. Advertising**

- 8.1 The Vendor must not, without Teys' consent, publish or advertise that Teys is a customer of the Vendor or any details of the dealings the Vendor has with Teys or Teys' operations. Teys may withhold its consent in its absolute discretion.

## **9. Intellectual Property**

- 9.1 All Intellectual Property Rights owned by Teys remains and will remain the property of Teys.
- 9.2 The Vendor has reciprocal rights and obligations set out in this clause.

## **10. Vendor Warranties**

- 10.1 The Vendor warrants that;
  - (a) Livestock consigned are free from mortgage or any encumbrance;
  - (b) Livestock have been managed in accordance with LPA Animal Welfare Requirements; and
  - (c) the Vendor complies with Federal, State and Local work place health and safety acts, regulations and codes of practise.

## **11. Compliance With Statutory Requirements**

- 11.1 The Vendor must comply with all Laws which are applicable to the provision of Livestock for sale and the conduct of the Vendor's business.

## **12. Compliance With Sanction Rules**

- 12.1 The Vendor confirms in connection with the Livestock Contract and/or the business resulting therefrom that:
  - (a) neither the Vendor nor the Vendor's personnel is a restricted party under the Sanctions Rules;
  - (b) the Vendor is owned or controlled by one or more restricted parties under the Sanctions Rules;
  - (c) the Vendor will immediately inform Teys should the Vendor and/or any of the Vendor's personnel become a restricted party under the Sanctions Rules; and
  - (d) The Vendor will not do anything which is otherwise in breach of, or would cause Teys to be in breach of, any anti-Corruption Laws or Sanctions Rules.
- 12.2 Teys shall not be obliged to perform any obligation under this Contract, and shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, if Teys in its sole discretion determines that such performance would be in violation of, inconsistent with, or could expose Teys to any negative consequences under anti-Corruption Laws, or Sanctions Rules.
- 12.3 Teys may terminate the Livestock Contract immediately upon written notice to the Vendor where Teys determines in its sole discretion that the Vendor has breached this Compliance Clause, and the Vendor shall indemnify Teys from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of this Compliance Clause. This Compliance Clause shall survive any termination of the Contract.

## **13. Indemnities and Releases**

- 13.1 The Vendor indemnifies Teys against all Claims Teys incurs as a result of:
  - (a) the Vendor's negligent act, or failure to act;
  - (b) the Vendor's breach of the Contract;
  - (c) any Vendor's breach of any warranty contained in these Terms and Conditions;
  - (d) any death or injury to a person, or that of a third party caused by the negligent act or omission of the Vendor; and
  - (e) the Vendor's breach of any Laws.For the purposes subclauses 13.1 (a) to 13.1 (e) above, "Vendor" includes the Vendor's officers, employees, agents and contractors.
- 13.2 The Vendor releases Teys from all Claims for injury, death, and damage to or destruction of property which occur:
  - (a) on Teys' property; or
  - (b) in connection with supply by the Vendor of the Livestock, unless caused by Teys' negligence.
- 13.3 The Vendor acknowledges and accepts all risks associated with delivering the Livestock, including the risk of acquiring disease when in the vicinity of Livestock.

**14. Damage to Teys' Property**

14.1 If the Vendor causes damage to Teys' property in delivering the Livestock it must at Teys' request rectify the damage or compensate Teys for the damage.

**15. Prohibitions on Vendor**

15.1 The Vendor must not permit or cause the release of any contaminant onto Teys' property.

**16. Assignment and Subcontracting**

16.1 The Vendor must not assign the Contract or subcontract supply of the Livestock, without Teys' consent.

16.2 Teys may withhold its consent in its absolute discretion, or grant consent subject to conditions.

**17. Suspension**

17.1 Teys may suspend all or part of the supply of the Livestock at any time for any period of time by notice in writing to the Vendor. The Vendor must comply with the notice and recommence supply when notified by Teys. The Vendor will not be entitled to any additional payment arising as a result of the suspension.

**18. Cancellation and Termination**

18.1 Teys may at its option cancel an undelivered Livestock Contract wholly or partly, whether or not the Vendor has started production to meet the order.

18.2 Teys' liability will be to pay for Livestock supplied in accordance with the Livestock Contract up to the date of cancellation, and upon such payment, title to and property in all those Livestock shall pass to Teys.

18.3 Teys may terminate the Contract at any time by giving 7 days' notice to the Vendor. This is without prejudice to any rights which accrued to either party under the Contract prior to termination

**19. Force Majeure**

19.1 By signing the Livestock Contract both the Buyer and the Vendor agree to be bound by the contract, except where the performance by the Buyer of any obligation under the contract is prevented by reason of an event of Force Majeure, then the Buyer will be excused from and will not be liable for non-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.

**20. Termination by Default**

20.1 Teys may terminate the Contract by notice to the Vendor if:

- (a) the Vendor breaches the Contract and does not remedy the breach within 7 days after receiving notice from Teys requiring it to do so;
- (b) the Vendor becomes an Externally Administered Body Corporate; or
- (c) the Vendor commits an act of bankruptcy or becomes bankrupt.

20.2 If Teys terminates the Contract under clause 19 and engages another Vendor to fulfil the Livestock Contract, the Vendor must reimburse Teys to the extent that the costs of the alternative arrangements exceed the price that was payable to the Vendor under the Contract. This does not limit any other rights Teys may have against the Vendor for a breach of the Contract.

**21. Variation**

21.1 No agreement or understanding varying or extending the Livestock Contract is legally binding upon either party unless in writing and agreed by both parties.

**22. Waiver**

22.1 The failure of either party to exercise any right arising as a result of a breach by the other will not waive that right, nor will any practice developed between the parties waive or lessen their rights under the Contract.

**23. Governing Law**

23.1 The Contract will be construed in accordance with the Laws of Queensland and the parties submit to the exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter or thing outside of Queensland, or the jurisdiction of those Courts.

**24. Arbitration**

24.1 If a dispute arises in relation to Livestock supplied by the Vendor to Teys then Teys may at any time prior to determination by a Court require that such dispute or part thereof be determined by arbitration according to the Commercial Arbitration Act 2013 (Qld). There will be a single arbitrator appointed by agreement between the parties, or failing agreement as nominated at the request of either party by the President of the Queensland Law Society. The arbitrator's decision is final and binding subject to any right of appeal under the Commercial Arbitration Act 2013 (Qld).

**25. Severance**

25.1 If any provision of the Contract is, for any reason, considered or found by a Court of competent jurisdiction or any competent authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract and will be deemed never to have been part of the Contract. The remainder of the provisions of the Contract will remain in full force and effect unless the basic purposes of the Contract are defeated.

**26. Privacy**

26.1 A copy of privacy disclosure statement is available by request to Teys Head Office (PH: 07 3198 9000) or on the Teys Australia website at [www.teysaust.com.au](http://www.teysaust.com.au).

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