

CORDINA CHICKEN FARMS - TERMS AND CONDITIONS OF SALE OF GOODS

These terms and conditions (**Terms**) apply to Goods provided or to be provided by Cordina Chicken Farms Pty Limited (ABN 29 003 058 428) (**Seller**) to the person or entity identified as the customer in the invoice issued by the Seller (**Buyer**). "Goods" means the goods in the applicable quantity provided or to be provided by the Seller to the Buyer as described in the invoice.

1. **Application of Terms.** The Buyer accepts and becomes bound by these Terms by placing an order for Goods or otherwise instructing the Seller to provide Goods to the Buyer. These Terms supersede and override any other agreement, understanding or document of the parties, including any terms and conditions contained in the Buyer's order or in any other similar document prepared and supplied by the Buyer.
2. **Buyer's order.** The placing of an order by the Buyer constitutes an offer to purchase Goods which may be accepted or rejected by the Seller in its absolute discretion. An order may be oral or in writing and may consist of a standing order. Acceptance of a Buyer's order may be subject to approval of Buyer's credit application. The Seller is under no obligation to provide Goods to the Buyer until the Seller expressly accepts the Buyer's order and if applicable, the Buyer's credit application has been approved. Changes to or cancellations of Buyer's orders will not be effective unless accepted in writing by the Seller. The Buyer is liable for any costs, expenses and liabilities incurred by the Seller in connection with any change to or cancellation of a Buyer's order by the Buyer.
3. **Price.** The price of Goods will be the prevailing price of the Seller's price list on the date of despatch and/or invoicing of the Goods, whichever occurs first. Unless otherwise stated, prices are exclusive of GST. If a supply under these Terms is a taxable supply, the Buyer must pay the applicable amount of GST in addition to the price. This clause is to be interpreted and applied in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
4. **Payment.** Payment is to be made by way of cash on delivery unless the Seller has approved the Buyer's credit application. If the Buyer has been notified by the Seller in writing that its credit application has been approved, then time for payment will be the time allowed in the notification. The Seller may at any time change or terminate any credit facilities for any reason whatsoever. Payment will be deemed made when any form of payment is received by the Seller in cleared funds. The Buyer is not entitled to set-off against, deduct from, or withhold any amounts owed to, or claimed to be owed by, the Seller.
5. **Payment default.** If the Buyer fails to pay any amount to the Seller when due:
 - (a) the total of all monies due to the Seller by the Buyer immediately become due and payable; and
 - (b) the Seller may at its option:
 - (i) charge interest on the amount owing at the rate of fifteen percent (15%) per annum calculated on a daily basis from the due date until payment is made; and
 - (ii) suspend or cancel delivery of Goods to the Buyer until all amounts including any interest and recovery costs have been received; and
 - (iii) lodge particulars of the outstanding amounts with any credit reporting agency.
6. **Recovery Costs.** The Buyer must pay any expenses, costs or disbursements incurred by the Seller in recovering outstanding monies including bank charges, debt collection agency fees, commissions and solicitors costs on a solicitor and client indemnity basis. A certificate in writing signed by a manager or credit manager of the Seller certifying the amount payable by the Buyer under these Terms is conclusive evidence of the amount of the debt and recovery costs owed.
7. **Delivery.** Delivery will be made at the place notified by the Buyer for that purpose, but if no place is notified, to the Buyer's business address (**Delivery Place**). Goods are taken to have been delivered at the time when Goods are delivered to the Delivery Place, even if the premises are unattended by the Buyer at the time of delivery. Although the Seller will take commercially reasonable steps to deliver the Goods within a reasonable time from the date of acceptance of the Buyer's order or otherwise agreed between the parties, the Buyer will take delivery of the Goods whenever they are tendered for delivery. Late delivery does not entitle the Buyer to cancel the Buyer's order or any part of it, and the Seller is not liable for any delay or inability to deliver.
8. **Goods inspection.** It is the responsibility of the Buyer to determine whether the Goods are consistent with and suitable for their intended purpose and use. The Buyer must inspect the Goods upon delivery and notify the Seller in writing within forty-eight (48) hours of the time of delivery, time of the essence, if the Buyer alleges short delivery or that the Goods are not of acceptable quality. Unless the Buyer so notifies the Seller, the Goods will be deemed fit for their purpose, of acceptable quality and generally in good order and condition.
9. **Containers.** The plastic tubs or containers (together **Containers**) in which the Goods have been delivered are and remain the property of the Seller. They must be returned to the Seller by the Buyer. If the Containers are not returned by the Buyer to the Seller then the Seller may invoice the Buyer for the replacement cost of Containers not returned.
10. **Passing of risk.** Risk in the Goods passes to the Buyer at the time when the Goods are placed on the vehicle which is to effect delivery from the Seller's store or warehouse or the Buyer (or a Buyer's carrier or other agent) takes possession of the Goods, whichever is the sooner. It is the responsibility of the Buyer to insure the Goods on and from such time. The Goods remain at the Buyer's risk at all times, unless and until the Seller retakes possession of the Goods.
11. **Passing of title.** The title to any of the Goods passes to the Buyer only if and when the Buyer has paid the Seller the full price of those Goods. Until title passes to the Buyer, the Buyer: is a bailee of the Goods; will not remove or change the manner in which the Goods have been delivered and labelled by the Seller, including packaging; will store the Goods in a manner consistent with the nature of the Goods so as to keep the Goods in good order and condition, and which shows clearly that they are the property of the Seller; will not modify, change, intermix or attach the Goods to any other goods, products or property in any way that cannot be promptly reversed without causing damage to the Goods; holds the benefit of any insurance of the Goods on trust for the Seller and in the event the Goods are lost, damaged or destroyed, will pay the proceeds of such insurance to the Seller up to any outstanding amount owed by the Buyer to the Seller; will not sell, dispose or otherwise part with possession of the Goods; irrevocably authorises the Seller to enter any premises where the Goods are kept to inspect and/or recover possession of the Goods; and will not encumber or grant any interest in the Goods, by means of security or otherwise, in breach of this clause and clause 12 (*Security interest – PPSA*). Subject to prior written consent of the Seller, the Buyer may sell the Goods before title passes to the Buyer, in which case any proceeds resulting from such

sale will be held by the Buyer in a separate account on trust for the Seller until any outstanding amount owed by the Buyer to the Seller has been fully paid.

12. **Security interest – PPSA.** This clause is to be interpreted and applied in accordance with the Personal Property Securities Act 2000 (Cth) (PPSA). The Buyer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA, and as such, create a security interest in the nature of a purchase money security interest to the benefit of the Seller as a secured party in all Goods, to secure the payment of the price and of any other monies which may become due and owing as a result of the supply of the Goods by the Seller to the Buyer from time to time; the Seller has given value for the security interest; and the Seller's security interest is effective and attaches to the Goods (including future Goods supplied by the Seller to the Buyer) immediately upon the Buyer taking delivery of the Goods. The Seller is entitled to take all steps necessary to protect and register the purchase money security interest in the Goods under the PPSA. Upon request by the Seller, the Buyer will promptly sign any documents and provide any information which the Seller may request, including agreement or waivers from third parties, as necessary to register, perfect or otherwise protect and enforce the Seller's security interest in the Goods. The Buyer will not register, or permit to be registered, any security interest in the Goods without the prior written consent of the Seller; at its own cost, do anything which the Buyer considers reasonably necessary to ensure that the Seller's security interest attaches to the Goods, is enforceable, perfected and otherwise effective and has the priority required by the Seller; give the Seller not less than fifteen (15) days written notice of any proposed change in the Buyer's details (including changes in the Buyer's name, address or business practice); and be responsible for the full costs incurred by the Seller (including legal fees and disbursements on a solicitor and client indemnity basis) in obtaining an order pursuant to section 182 of the PPSA.
13. **PPSA exclusions.** To the extent permitted under the PPSA:
 - (a) Sections 96 and 125 of the PPSA do not apply to the Agreement;
 - (b) the Buyer waives its rights to receive notices, including a financing statement or financing change statement, under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA;
 - (c) for purposes of section 157(7) of the PPSA, the Seller need not comply with sections 132 and 137(3); and
 - (d) neither the Seller nor the Buyer will disclose information of the kind mentioned in section 275(1) of the PPSA, and the Buyer will not authorise, and will ensure that no other party authorises, the disclosure of such information.
14. **Consumer guarantees.** The *Competition and Consumer Act 2010* (Cth) and similar State legislation establish consumer guarantees or warranties which cannot be excluded. Nothing in these Terms operates to exclude those guarantees or warranties, but all other warranties, express or implied, are excluded. Seller's liability for any breach of consumer guarantees or warranties is limited, at Seller's option, to re-supply the Goods.
15. **Liability.** Subject and except to the extent clause 14 (*Consumer Guarantees*) applies, the Seller is not liable for any loss or damage, including any loss of profit or revenue (whether direct or indirect), loss of business opportunity, loss of inventory and any indirect or consequential loss or damage, suffered by or caused to the Buyer for any delay, failure or inability to supply or deliver the Goods, whether arising at contract, under statute, in tort (including negligence) or otherwise. In any case, Seller's total aggregate liability for any and all claims relating to the provision of the Goods will not exceed the amount paid by the Buyer for those Goods in relation to which liability arose.
16. **Force majeure.** Despite any other provision of these Terms, if and to the extent Seller's performance of any obligations under these Terms is prevented or affected due to any act of God, strikes, lockouts, trade disputes, fire, breakdown, interruption of transport, governmental action or any other event or cause beyond the Seller's reasonable control, the Seller will be under no liability for non-performance of those obligations and any loss to the Buyer arising therefrom.
17. **Indemnity.** The Buyer indemnifies the Seller against any claim, action, damage, loss, cost, charge or expense which the Seller may incur or is liable to in respect of or as a consequence of exercising its rights under these Terms.
18. **Privacy.** The Seller may obtain from and exchange with a credit reporting body information of the Buyer, which may include personal and credit information (such as name, address, date of birth, occupation, credit applications, standing, capacity and history) for purposes of assessing Buyer's creditworthiness and ensuring compliance with these Terms, to the extent permitted by the *Privacy Act 1988* (Cth). The Buyer will have the right to request from the Seller a copy of any personal or credit information that the Seller retains as well as the correction, update or destruction of such information. The Seller will comply with any request to destroy information of the Buyer except if retention of that information is required by law or otherwise. The Buyer can make a privacy complaint by contacting Seller via notice or email, and the Seller will endeavour to address and respond to any complaint within a reasonable time from receipt taking into account the complexity and nature of the complaint.
19. **Confidentiality.** Without limiting clause 18 (*Privacy*), neither party will use or disclose the Confidential Information of the other party other than as expressly permitted in this clause 19. A party may disclose the Confidential Information of the other party:
 - (i) with the prior written consent of the other party; or
 - (ii) on a need to know basis to its personnel for the purpose of performance under the Agreement, provided that such personnel are made aware of the nature of the information and agree to abide by the terms of this clause 19; or
 - (iii) as required by law, a court order or any stock exchange, provided the other party is given notice and opportunity to prevent the disclosure.Each party will protect and appropriately secure the Confidential Information of the other party in a manner consistent with the first party's methods of protecting its own Confidential Information. The Confidential Information of a party is the property of that party. A party obtains no right, title, interest or licence in or to the Confidential Information of the other party.
20. **Severance.** Each provision of these Terms is severable. If a Court determines that a provision is unenforceable then the Court may sever that provision and such severance will not effect the remaining provisions of these Terms.
21. **Governing law and jurisdiction.** These Terms are governed by the laws of New South Wales, and the parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts hearing appeals from those courts.