

# Livestock Supplier

## Standard Terms and Conditions



1. These Supplier Standard Conditions, together with any arrangements or agreements between the Supplier and ANZCO to which they apply (including but not limited to the Supplier Application entered into by the Supplier with ANZCO), are referred to as “this Agreement”. The word “stock” means the livestock which are the subject of this Agreement.
2. The Supplier agrees to supply ANZCO Foods Limited and any of its affiliates as agreed with the Supplier (herein after referred to as ANZCO) agrees to accept for slaughter and processing, stock in the numbers and on the delivery dates as agreed between ANZCO and the Supplier and that the price payable per unit of stock by ANZCO to the Supplier will be the applicable ANZCO livestock schedule prevailing at the date of slaughter or as otherwise agreed between the Supplier and ANZCO.
3. The Supplier indemnifies ANZCO against all losses, costs and expenses suffered or incurred by ANZCO as a consequence of any failure by the Supplier to perform any of its obligations under this Agreement including (but not limited to) a failure by the Supplier to supply to ANZCO stock in accordance with the provisions of this Agreement. The indemnity given pursuant to this clause shall extend to and include any costs or expenses incurred by ANZCO in purchasing stock to replace those not supplied by the Supplier in pursuant to its obligations under this Agreement.
4. The Supplier warrants that the details of the stock set out in any written document with ANZCO are true and accurate and that the Supplier is the sole owner of the stock and title will pass to ANZCO in accordance with this Agreement free from any charge or security interest of any nature whatsoever.
5. Risk and title in the stock supplied under this Agreement shall pass to ANZCO once the price for the stock has been determined, whether in accordance with the applicable ANZCO livestock schedule prevailing at the date of slaughter or otherwise agreed between the Supplier and ANZCO, and either the relevant stock has been delivered to ANZCO or the purchase price has been paid by ANZCO.
6. Payment of the purchase price for the stock shall be made to the Supplier by direct credit within 14 days after the date of slaughter or in accordance with any other agreement as to payment made between ANZCO and the Supplier.
7. Where the Supplier has instructed ANZCO to pay the purchase price under this Agreement to a third party, the Supplier acknowledges that the making of such payment shall constitute a full and complete discharge of ANZCO's obligations to the Supplier in respect of payment of the purchase price to the Supplier under this Agreement. Where the Supplier has acquired the stock as store stock from third parties at ANZCO's facilitation, the Supplier shall pay the purchase monies for such stock to ANZCO within 14 days of the Supplier receiving possession of such stock and ANZCO will on-pay those monies to the vendor of such stock.
8. ANZCO shall have the right to vary the delivery date or dates for the stock upon giving notice to the Supplier and the giving of such notice shall in no way relieve the Supplier of the obligation to sell the stock to ANZCO in accordance with the provisions of this Agreement.
9. ANZCO reserves the right to terminate the Agreement where circumstances beyond its control (including by way of example only and not by way of limitation, strikes, lockouts, destruction or damage by fire, flood, earthquake or other natural disaster, or damage or destruction by war), make it impossible for ANZCO to perform its obligations under this Agreement. Upon the giving of any such notice of termination this Agreement shall be at an end and neither party shall have any claim against the other.
10. ANZCO reserves the right to terminate this agreement as a result of any circumstances prevailing either in New Zealand or other countries having in ANZCO's determination a material adverse effect on ANZCO's business (including by way of example only and not by way of limitation outbreaks of disease or pestilence whether or not any such disease or pestilence shall have occurred at ANZCO's plants, or by way of denied market access) and in such circumstances this Agreement shall at ANZCO's option either:
  - a. be suspended for any period determined by ANZCO; or
  - b. be terminated either in whole or in part, and neither party shall have any claim against the other.
11. Pending delivery of the stock to ANZCO, the Supplier agrees to properly feed the stock and attend to their needs in accordance with the best farming methods.
12. This Agreement constitutes the entire agreement between the parties and all statutory implied terms are to the extent permissible by law expressly excluded. This Agreement supersedes all representations, agreements and all other communications made by ANZCO or the Supplier.
13. ANZCO may agree to defer stock supply numbers at the request of the supplier provided ANZCO is given at least two weeks advanced notice of this. ANZCO accepts no responsibility for delays in slaughter and / or non-acceptance of stock on to specific contract programmes that may result from deferring the supply period.
14. The Supplier undertakes to transport and present stock in accordance with ANZCO requirements and the Animal Transport Act.
15. The Supplier undertakes to comply with any ANZCO Quality Assurance Programme applicable to the stock.
16. The Supplier will complete an Animal Status Declaration when the stock are delivered for slaughter, and the Supplier will be liable to reimburse or compensate ANZCO for any loss, cost or expense incurred by ANZCO or any of its affiliates arising from any error or misrepresentation contained in the Animal Status Declaration.
17. The stock must pass any regulatory export inspection requirements applicable to them at the time of delivery to ANZCO, failing which ANZCO will have the right not to accept the stock for slaughter under this Agreement.
18. The Supplier warrants that the property on which the stock has been grazed is “Tuberculosis Clear or Tuberculosis Accredited Free” as appropriate and that any animals brought onto that property after this Agreement has been entered, into will be from Tuberculosis Clear or Tuberculosis Accredited Free properties and comply with ANZCO's TB testing protocol unless otherwise agreed by ANZCO.
19. The Supplier warrants that no growth promotants or similar compounds will be used by the Supplier for the purposes of this Agreement, and that no stock is to be grazed on soils known to have DDT residue levels in excess of one part per million or on any other soils known to be contaminated with persistent chemicals.