

ANZCO FOODS LIMITED

STANDARD LIVESTOCK SUPPLY TERMS AND CONDITIONS

1 APPLICATION

All livestock supplied by you (*stock*) to ANZCO Foods Limited or another member of the ANZCO group (*ANZCO*), to a property owned or controlled by ANZCO (including to any processing plant or feedlot), are supplied on these terms and conditions (*terms*) unless otherwise agreed in writing.

2 SUPPLY CONTRACTS

- 2.1 **Supply contracts:** ANZCO may place orders with you for stock by entering into a written supply contract with you (a *supply contract*), which sets out the specific requirements for that supply of stock. A supply contract may take the form of email (or other) correspondence between you and ANZCO. ANZCO is under no obligation to purchase any stock from you unless ANZCO enters into a binding supply contract with you. Where there is any conflict or inconsistency between these terms and any supply contract the terms of the supply contract will prevail.
- 2.2 **Effect of supply contracts:** Each supply contract between you and ANZCO constitutes a separate contract for the supply of the stock referred to in that supply contract. You agree to supply, and ANZCO agrees to accept for slaughter and processing, stock in the numbers and on the delivery dates as set out in that supply contract.
- 2.3 **Deferral of delivery date:** ANZCO may agree to defer the delivery date of some of the stock you have agreed to supply to ANZCO under a supply contract, provided you make a written request to ANZCO at least two weeks prior to the agreed delivery date. ANZCO is not responsible for any delays in slaughter and/or non-acceptance of stock into specific contract programmes that may result from deferring the delivery date at your request.
- 2.4 **Commitment to supply:** You agree that you are committed to supplying stock to ANZCO from the time you enter into a binding supply contract with ANZCO in respect of that stock or from the time you make that stock available for collection on your farm (whichever is earlier).

3 PRICE AND PAYMENT

- 3.1 **Purchase price:** The purchase price for stock supplied by you to ANZCO under each supply contract is the price payable per unit of stock, being the applicable ANZCO livestock schedule prevailing at the date of slaughter of that stock or as otherwise agreed in writing between you and ANZCO (the *purchase price*).
- 3.2 **Payment:** ANZCO will pay the purchase price for stock to you by direct credit within 14 days after the date of slaughter, or as otherwise agreed in writing between ANZCO and you.
- 3.3 **Third parties:** Where you instruct ANZCO to pay the purchase price for any stock to a third party, you acknowledge this payment will be a full and complete discharge of ANZCO's obligations in respect of payment of the purchase price to you.
- 3.4 **Set off:** ANZCO may set off against any amount due and payable by ANZCO to you, any amount due and payable by you to ANZCO.

4 DELIVERY OF STOCK

- 4.1 **Delivery/transport:** You will present all relevant stock to the delivery point set out in the relevant supply contract (the *delivery point*) on the delivery date in accordance with ANZCO's requirements and these terms. If no delivery point is specified in the relevant supply contract the delivery point will be the ANZCO processing plant, or other location, advised by ANZCO for the relevant stock. Where you are responsible for transporting stock to ANZCO, you will transport the stock to the delivery point in accordance with ANZCO's requirements (including those relating to health and safety), and the Animal Welfare Act 1999 and all other applicable laws.
- 4.2 **Animal status declaration:** You will provide to ANZCO a completed animal status declaration for all stock supplied to ANZCO at the time the relevant stock is delivered to ANZCO at the delivery point, in accordance with ANZCO's requirements on animal status declarations.
- 4.3 **Inspection requirements:** All stock delivered by you to ANZCO must pass all regulatory export inspection requirements applicable to that stock at the time of delivery of that stock to ANZCO. Clause 6 applies where any stock do not meet these requirements.
- 4.4 **Variation of delivery date:** ANZCO may vary the delivery date for any stock on written notice to you. Any such variation will not relieve you of the obligation to deliver the stock to ANZCO in accordance with these terms on the revised delivery date as notified.

5 WARRANTIES

You warrant and undertake to ANZCO that, in respect of all stock supplied by you to ANZCO:

- (a) the details of all stock set out in any document or correspondence provided to ANZCO (including the applicable supply contract and animal status declaration) are true and accurate in all respects;
- (b) prior to delivery of the stock to ANZCO, you will properly feed and care for the stock in accordance with the best farming methods and the Animal Welfare Act 1999 and all other applicable laws;
- (c) the stock is delivered to ANZCO (or any transport operator engaged by ANZCO) in a fit condition for transport and in compliance with the Animal Welfare Act 1991, all other applicable laws and any directions or instructions issued by ANZCO from time to time;
- (d) you will comply with the requirements of any applicable ANZCO quality assurance programme;
- (e) the property on which the stock has been grazed is tuberculosis (TB) clear or TB accredited free and that any animals brought onto that property at any time will be from TB clear or TB accredited free properties and comply with ANZCO's TB testing protocol;
- (f) no growth promotants or similar compounds have been or will be used by you; and
- (g) no stock has been or will 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.

6 **NON-CONFORMING STOCK**

Where you breach these terms in respect of any stock (including clauses 4 or 5) or the stock does not conform with these terms or the relevant supply contract, ANZCO may choose to:

- (a) accept the stock for a lower purchase price (as set out in the relevant supply contract);
or
- (b) return the stock to you at your risk and expense (with risk and title in the returned stock passing to you at the time the stock is despatched by ANZCO to you).

ANZCO's rights under this clause 6 apply whether the breach or non-conformance has been identified before or after any inspection of the stock by ANZCO, and are without prejudice to any of ANZCO's other rights or remedies.

7 **RISK AND TITLE**

- 7.1 **Ownership/free of encumbrances:** You warrant to ANZCO that you are the sole owner of the stock, both at the time the relevant supply contract in respect of that stock is entered into and at the time of delivery of that stock to ANZCO, and that title to stock supplied by you to ANZCO will pass to ANZCO (at the time set out in clause 7.2 below) free from any charge, security interest or encumbrance of any nature whatsoever.
- 7.2 **Risk/title:** Risk in, and title to, stock supplied by you to ANZCO will pass to ANZCO at the time the relevant stock arrives at the ANZCO processing plant where the stock will be processed (or such other location advised by ANZCO) and is unloaded from the truck or other relevant vehicle.
- 7.3 **Returned stock:** Clause 6(b) applies to risk in, and title to, any stock returned to you pursuant to clause 6.

8 **HEALTH AND SAFETY**

- 8.1 **General obligations:** You (including your employees and other personnel) must:
 - (a) comply with your obligations under the Health and Safety at Work Act 2015 and any other applicable health and safety standards, regulations or codes (the *HSW Requirements*) at all times; and
 - (b) do all things reasonably required to assist ANZCO to comply with its obligations under the HSW Requirements while on your property or in relation to your property and the supply of stock by you to ANZCO.
- 8.2 **Site induction and hazard identification:** You will provide a site induction to all ANZCO employees or contractors (*ANZCO representatives*) that enter onto your property, on their first occasion they do so. As part of this induction you will clearly identify, and notify the ANZCO representative of, any potential hazards, risks or dangers that may affect them. On each subsequent occasion that an ANZCO representative enters your property, you will identify and notify the ANZCO representative of any new potential hazards, risks or dangers that have arisen since their last visit.

- 8.3 **Records:** You will keep records of all inductions provided to, and interactions with, ANZCO representatives required by clause 8.2, and will provide such records (and evidence of such records being kept) to ANZCO promptly at ANZCO's request.
- 8.4 **Onside safety management system:** You acknowledge and agree that:
- (a) ANZCO uses an electronic system called Onside to assist with safety management, including hazard, risk and danger identification, notification and management (*Onside*);
 - (b) you will register with Onside and input any information and records required to be provided and/or kept by you pursuant to clauses 8.2 and 8.3 into Onside; and
 - (c) any information you input into Onside may be accessed and used by ANZCO and other third parties (for example, transport carriers, ANZCO representatives, other third parties accessing your property etc.) for the purposes of safety management, including hazard, risk and danger identification, notification and management. Such information may include information about your property or operations on your property.
- 8.5 **Consents:** You warrant that you have all consents necessary to collect, use and disclose all information provided by you to ANZCO (including all information input directly into Onside by you) pursuant to this clause 8 (including any personal information).
- 8.6 **Stockyards and loading facilities:** You will, at all times, maintain safe stockyards and loading facilities that comply with all applicable laws, standards, regulations and codes (including those relating to animal welfare), and ANZCO's requirements as notified to you from time to time. ANZCO representatives or carriers may refuse collection of livestock from stockyards or loading facilities they consider to be unsuitable for the safe loading of livestock. You agree that ANZCO representatives or carriers may notify and provide details to ANZCO of any stockyards or loading facilities they consider to be unsuitable under this clause 8.4.
- 8.7 **Non-conformance:** If you do not comply with your obligations under clauses 8.1 to 8.6, ANZCO may issue a non-conformance notice to you which sets out the details of the non-conformance (a *Non-conformance Notice*). You must, within 10 days of receiving a Non-conformance Notice, remedy the non-conformance identified in that notice to ANZCO's satisfaction. If ANZCO issues you a Non-conformance Notice, ANZCO may also notify you in writing that it is suspending any supply contract between you and ANZCO (in whole or in part), with immediate effect until the relevant non-conformance is remedied.

9 EVENTS BEYOND ANZCO'S CONTROL

- 9.1 **Events:** ANZCO may suspend or terminate any supply contract between you and ANZCO in whole or part, on giving written notice to you, where:
- (a) ANZCO is delayed, impeded or prevented from performing its obligations under that supply contract by any event or circumstance beyond ANZCO's reasonable control, including without limitation fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, pandemic, strike, lockout or labour dispute, shortage of fuel, power or raw material, inability to procure stock or transport, or acts or omissions by governmental or regulatory authorities;
 - (b) an event or circumstance in New Zealand or another country has in ANZCO's determination a material adverse effect on ANZCO's business, including without limitation

an outbreak of disease (whether or not such disease has occurred at an ANZCO plant) or market access being denied or limited; or

- (c) you do not remedy any non-conformance identified in a Non-conformance Notice pursuant to clause 8.7 to ANZCO's satisfaction within the period specified in clause 8.7.

Where such an event or circumstance occurs, ANZCO may also talk to you about varying the terms of your supply contracts.

9.2 **Effect:** Where ANZCO gives written notice to you under clause 9.1 the relevant supply contract (or part of it) will:

- (a) in the case of suspension, be suspended for the period advised by ANZCO; or
- (b) in the case of termination, end at the time of ANZCO's notice being given,

and neither you nor ANZCO will have a claim against the other arising out of or in connection with the suspension or termination.

10 **LIABILITY**

You will indemnify ANZCO at all times from any loss, damage, costs, liabilities or expenses suffered or incurred by ANZCO arising out of or in connection with any breach of these terms or any supply contract between you and ANZCO. This indemnity includes any costs or expenses incurred by ANZCO in purchasing stock to replace those not supplied by you pursuant to your obligations under these terms or any supply contract between you and ANZCO.

11 **MISCELLANEOUS**

- 11.1 **Interpretation:** If under the relevant supply contract you are supplying livestock to ANZCO for the purpose of grazing (rather than slaughter), any reference in these terms to the "date of slaughter" should instead be read as the "date of delivery".
- 11.2 **Entire agreement:** These terms (together with the relevant supply contract and any other terms agreed in writing between you and ANZCO) constitute the entire agreement between you and ANZCO in relation to the supply and purchase of the relevant stock, and replace any earlier correspondence, discussions and agreements on the supply of stock (either oral or written) and override any documents otherwise provided by you.
- 11.3 **Information/privacy:** You authorise ANZCO to collect, hold and disclose information about you from any source ANZCO considers appropriate for any purpose related to these terms or any supply contract and, for personal information, as set out in ANZCO's privacy policy applying from time to time. ANZCO may use and disclose your personal information in the circumstances set out in ANZCO's privacy policy applying from time to time. This includes where required or allowed by law, or, in limited circumstances, where ANZCO has agreed with you to use your personal information for another purpose. You have a right of access to, and may request correction of, personal information held by ANZCO about you. Generally, ANZCO may use and disclose information concerning you for any purpose related to these terms or any supply contract.
- 11.4 **Relationship:** Nothing in these terms or any supply contract constitutes a partnership, joint venture or relationship of employer and employee between the parties.

- 11.5 **Assignment etc:** Because ANZCO is contracting with you personally, you may not assign, subcontract or otherwise transfer all or any of your rights or obligations under these terms or any supply contract without ANZCO's prior written consent in its discretion. These terms will be binding on your successors and permitted assigns.
- 11.6 **Laws:** In these terms 'laws' include any statute, regulation, order, by-law, code or standard, or requirement (including licences, requisitions and notices) of any competent authority or regulatory authority in New Zealand and any other relevant jurisdiction. A reference to any law is a reference to that law as amended, or to any law substituted for that law.
- 11.7 **Waiver:** Any waiver of these terms will not be effective except to the extent agreed in writing.
- 11.8 **Terms:** ANZCO may vary these terms from time to time. Any varied terms will be posted on ANZCO's website at www.anzcofoods.com, and will apply to the provision of all stock supplied by you to ANZCO after the date on which the varied terms take effect.
- 11.9 **Severability:** If any provision in these terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, that provision will be amended to the extent necessary to make it legal, valid and enforceable without altering its meaning or intent. If that is not possible, that provision will be severed from these terms and the enforceability of the remaining provisions will not be affected.
- 11.10 **Governing law:** These terms will be governed by the laws of New Zealand, and you and ANZCO agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.