JBS AUSTRALIA TERMS OF TRADING

1. JBS

In these terms and conditions (**Terms & Conditions**), "**JBS**" means Industry Park Pty Ltd (ABN 24 007 256 215), JBS Australia Pty Ltd (ABN 14 011 062 338) and any other "related body corporate" or "subsidiary" of those companies as those terms are defined in the *Corporations Act 2001* and includes JBS's successors and permitted assigns.

2. TERMS AND CONDITIONS TO APPLY

(a) JBS and the customer (being the Applicant named in the application for Customer Account accompanying these Terms & Conditions or otherwise) (**Customer**) agree that these Terms & Conditions, the Basic Credit Terms (Section 5), and the Prepaid Accounts Terms (Section 6, if applicable) shall apply to the supply of all products (**Goods**) or provision of all services (**Services**) or both by JBS to the Customer despite any prior agreements, prior offers, dealings or trade usage, or any terms communicated by the Customer to JBS.

(b) These Terms & Conditions supersede those in any previous form (and apply to Goods and Services previously supplied to a Customer and to any existing outstanding Customer Account or tax invoice) and do not affect the validity of any previous guarantee and may only be varied or added to by written agreement signed by an authorised representative of both the Customer and JBS.

(c) No application for Customer Account submitted by the Customer is binding until JBS has given written notice of its agreement to the Customer.

(d) In these Terms & Conditions:

JBS Business means the business indicated at Section 2 of the application, unless agreed otherwise.

Customer Account means each JBS Business account of the Customer with JBS in relation to the supply of Goods and Services, whether on a credit or prepaid basis.

Delivery Date means, in relation to any Goods and Services, the indicative date by which Goods are to be delivered or the Services are to be provided or both.

Goods and Services includes Goods or Services or both.

Monies means all monies now or in the future actually or contingently owing by the Customer to JBS on any Customer Account and includes any part of those moneys and includes all interest accruals and costs, expenses, and disbursements.

Quotation excludes a Proposal.

3. QUOTATIONS

JBS may provide a quotation specifically for Goods and Services (**Quotation**):

(a) these Terms & Conditions shall apply to all Quotations;

(b) Quotations shall remain valid for acceptance by the Customer for three (3) days from the date of the Quotation (or other period if specified in the Quotation);

(c) all Quotations are subject to the relevant product still being available at the time the Quotation is accepted. Also, due to the price of meat and associated products from JBS's suppliers fluctuating and JBS's prices being directly affected by those fluctuations, sometimes it is necessary for JBS to revise its quote to account for substantial price changes in the market. Therefore, it is agreed that upon the occurrence of a price or availability event that affects the Quotation:

(i) JBS may:

a. withdraw or cancel the Quotation; and/or

b. amend and/or issue a new Quotation,

upon notice to the Customer;

(ii) any amended or re-issued Quotation (as per subclause (i) above) will be delivered to the Customer as soon as practical, from which time it will remain open for acceptance by the Customer for three (3) days (or other period if specified in the Quotation).

(d) JBS may, at its own discretion, provide a quote that does not constitute a binding offer (such that it is merely an invitation to treat) (**Proposal**) by giving written notice to the Customer. The Terms & Conditions apply to Proposals.

4. ORDERS

(a) If the Customer has made an order for Goods and Services without there being a Quotation provided by JBS (**Order**), the Order is subject to acceptance in writing by JBS.

(b) Following:

(i) the Customer's acceptance of a Quotation; or

(ii) JBS's acceptance of an Order,

JBS will issue a written confirmation of sale in respect of the relevant transaction (**Confirmation of Sale**).

(c) Once JBS issues a Confirmation of Sale, the relevant Order or accepted Quotation, as set out in the Confirmation of Sale, becomes binding on the parties. The Customer may notify JBS in writing of any errors or inaccuracies only within three (3) days of issue, and may not otherwise cancel, vary or withdraw the relevant Order or accepted Quotation. If no notice is received within that period, the Confirmation of Sale is deemed accepted as accurate and complete.

5. VARIATION OR CANCELLATION

Subject to clause 4(c), after the issue of a Confirmation of Sale:

(a) no requested change by the Customer to the specification of Goods and Services shall bind JBS, unless JBS expressly agrees to the change in writing; and

(b) if the Customer cancels an Order or accepted Quotation after the issue of a Confirmation of Sale, the Customer will pay JBS any loss, damage or expenses reasonably incurred by JBS in relation to the supply or proposed supply of the Goods and Services.

6. CHARGES AND TAXES

(a) Unless otherwise expressly stated, the price of Goods and Services excludes all freight, transportation, shipping, insurance, packing, crating or casing, storage, handling, demurrage, delivery, export and similar charges, and all sales, GST, excise or other taxes, and the Customer shall pay and indemnify JBS for those charges or taxes reasonably incurred. If JBS expressly agrees in writing that the price includes any of these charges or taxes, the price is subject to adjustment for increases in any of those charges or taxes after the date of the Quotation or acceptance of the Order.

(b) The Customer shall pay all taxes, levies, duties and assessments of every nature due in connection with the Goods and Services supplied and hereby indemnifies and holds harmless JBS from any liability on account of any and all such taxes, levies, duties and assessments of every nature.

7. PAYMENT

(a) The Customer shall pay for Goods and Services within 7 calendar days from the date of the tax invoice unless the Customer is notified of any extended time for payment by JBS or the parties agree otherwise. Time shall be of the essence in respect of payment for the Goods and Services.

(b) If payment is not made by the due date for payment, the Customer shall pay to JBS on demand interest at the rate of fourteen percent (14%) per annum until paid. This will not affect the other rights of JBS.

(c) JBS is entitled to recover from the Customer, in addition to the price, any GST on the supply of the Goods and Services except to the extent that the prices expressly include GST.

(d) JBS is also entitled to recover from the Customer all losses, expenses, costs (including legal fees) and disbursements, that JBS reasonably incurs or will reasonably incur consequent upon the Customer's failure to pay on the due date, on a full indemnity basis and are recoverable from the Customer by JBS as a liquidated debt.

(e) JBS may apply payments received from the Customer firstly to any costs, expenses and disbursements, then to interest and then to the balance of money owing.

8. GST

(a) Where a party to the Terms & Conditions makes a Taxable Supply under or in connection with the Terms & Conditions, JBS will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from the Customer the amount of any GST on the Taxable Supply.

(b) Where a party to the Terms & Conditions is entitled, under or in connection with the Terms & Conditions or in connection with any matter or thing occurring under the Terms & Conditions, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any Input Tax Credits available in respect of those costs.

(c) In the Terms & Conditions:

(i) "**GST**" means the tax payable on Taxable Supplies under GST Legislation;

(ii) "**GST Legislation**" means A New Tax System (Goods and Services Tax) Act 1999 ("**Act**") and any related act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;

(iii) "**Input Tax Credit**" has the meaning given in the Act; and

(iv) "**Taxable Supply**" has the meaning given in the Act.

9. DELIVERY

(a) JBS will use all reasonable endeavours to deliver Goods and Services on or before the agreed date, but:

(i) delivery on the Delivery Date is not guaranteed and it is subject to extension for any delay caused by strikes, lockouts, war, breakdowns, accidents, delays in transport, fire or any other cause beyond the reasonable control of JBS; and

(ii) JBS will not be liable for any loss, damage or other liability whether in contract, tort, negligence or otherwise and whether directly or

indirectly arising from the Goods and Services not being delivered by the Delivery Date due to circumstances outside of JBS's control.

(b) JBS may deliver Goods and Services to the Customer in instalments and in which case JBS may separately invoice the Customer for payment for each delivery instalment (which shall be taken to be the subject of a separate and distinct contract between the parties).

(c) Any Goods returned will only be accepted with the prior written approval of JBS and must be returned in the same packaging and in the same condition it was delivered.

(d) Goods which have been specifically produced by JBS or altered by the Customer cannot be returned simply because the Customer has changed their mind about purchasing the Goods.

10. RISK AND PROPERTY IN GOODS

(a) For the purposes of the *Personal Property Securities Act 2009* (as amended from time to time) (**PPSA**) the term **Goods** used in this clause means any and all present and after acquired Goods and Services supplied by JBS to the Customer;

(b) The Goods shall be entirely at the risk (including loss, damage or deterioration) of the Customer from the time of dispatch of the Goods (the carrier of the Goods shall be taken to be the agent of the Customer even if engaged or paid by JBS).

(c) JBS retains full title to the Goods until JBS receives payment in full for the Goods and all other amounts owed by the Customer to JBS.

(d) Until all such monies have been paid:

(i) JBS has the right, where a Default Event occurs as defined in clause 15(b), to call for or recover possession of the Goods (for which purpose JBS's employees or agents may enter onto the Customer's premises, whether at the site of delivery or otherwise) and the Customer must deliver up the Goods if directed to do so by JBS;

(ii) the Customer:

a. agrees that the relationship between the Customer and JBS shall be fiduciary and the Customer shall keep the Goods safely, securely and separately stored, kept in good condition and insured, and marked in a manner which clearly indicates that they belong to JBS;

b. has the right to resell the Goods in the ordinary course of business as JBS' fiduciary agent but must not otherwise encumber or dispose of the Goods;

c. shall not mix the Goods with or attach them to other materials or otherwise make them unable to be returned to JBS in their original state;

d. agrees that if, in breach of this clause, the Goods are incorporated with Goods of the Customer, the resultant product shall become and be deemed to be the sole property of JBS. If the Goods are incorporated in any way with the property of a party other than the Customer, the resultant product shall become and be deemed to be owned in common by JBS with that other party (or parties) on a pro-rata basis to be calculated by reference to the cost to the Customer of the incorporated materials; and

e. will hold any proceeds (as that term is defined in the PPSA) of any resale, disposal or other dealing with the Goods or any product incorporating the Goods (including sale or supply to a party other than the Customer) in breach of this clause in trust for JBS and shall pay the proceeds into a separate fiduciary account to be held in trust for JBS until accounted for to JBS at the demand of JBS.

(e) To secure payment of all Monies, the Customer charges with the due payment of all of those Monies all of the Customer's interest in all personal property owned by the Customer wherever located both present and future and the Customer consents to JBS lodging a security including a financing statement under the PPSA.

(f) It is the intention of the parties by clauses 10(c) and (d) that there is created for the benefit of JBS a Purchase Money Security Interest (as defined in the PPSA) in all unpaid Goods;

(g) It is the intention of the parties by clause 10(e) that there is created for the benefit of JBS a Purchase Money Security Interest in all present and after acquired personal property of the Customer;

(h) The Customer agrees that JBS may register a financing statement of any Purchase Money Security Interest, its general security interest and any other security interest in the Goods created by the Terms & Conditions on the Personal Property Securities Register (**PPSR**) and the Customer waives its rights to receive a verification statement (as that term is defined in the PPSA) in respect of any financing statement or financing change statement (as those terms are defined in the PPSA) registered by JBS in respect of any personal property of the Customer.

(i) The parties agree that, insofar as the provisions of Chapter 4 of the PPSA are for the benefit of the Customer or place an obligation on JBS, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that JBS otherwise agrees in writing.

11. LIABILITY

(a) If the Customer is a 'Consumer' (as defined at section 3 of the Australian Consumer Law (which is

at Schedule 2 of the *Competition and Consumer Act 2010*)) the Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. A 'Consumer' is entitled to replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. A 'Consumer' is also entitled to have Goods repaired or replaced if they fail to be of accepted quality and the failure does not amount to a major failure.

(b) In connection with the supply of Goods and Services (and Quotations), the Customer agrees subject to clause 11(a) that:

(i) JBS's liability for any loss by the Customer is limited to JBS, at its option, replacing the Goods or re-performing the Services or both; and

(ii) JBS will have no liability to the Customer for any other claimed loss (including loss of profit, loss arising from delay or any other consequential, special or indirect loss or damage), whether in contract, tort, negligence or otherwise except to the extent that JBS caused or contributed to the loss and in that event its liability is capped to an amount equal to the price of the relevant Goods and Services ordered.

12. INSPECTION OF GOODS & SERVICES

(a) The Customer must satisfy itself as to the truth and accuracy of any technical or other advice or information provided by or on behalf of JBS in connection with Goods and Services or the Terms & Conditions.

(b) As JBS supplies perishable Goods and provides Services relating to perishable Goods, the Customer agrees:

(i) Within two (2) days after the supply of Goods and Services ("**the Inspection Period**"), the Customer shall complete any inspection required to satisfy itself that the Goods and Services comply with any requirements of quantities, quality or description and, if necessary, notify JBS in writing of the extent to which the Goods and Services do not comply with any requirements of quantities, quality or description.

(ii) The Customer shall not use the Goods or Services (other than to perform an inspection) before the Customer completes its inspection under clause 12(a) and, if the Customer gives notification to JBS under clause 12(a), JBS has had reasonable opportunity to inspect the Goods and Services after receiving that notice.

(iii) If the Customer does not comply with this clause, subject to clause 11(a), the Customer shall be taken to have unconditionally accepted the Goods and Services and the Customer shall lose any right to seek a replacement of the Goods or Services.

13. EXTRA COSTS DUE TO CUSTOMER

Where JBS reasonably incurs any extra costs in relation to the supply of Goods and Services, directly or indirectly, as a result of any delay, interruption, suspension or alteration of any work or the supply of the Goods and Services caused by or as a consequence of any act or omission of the Customer, JBS shall be entitled to increase the price by the amount of the extra costs reasonably incurred.

14. TRUST AND TRUSTEES

Where the Customer is a trustee of any trust:

(a) The Customer agrees to produce immediately to JBS a stamped copy of the trust deed (including all amendments) upon written notice from JBS.

(b) The Customer warrants that it has full power and authority to enter into this agreement on behalf of the trust and that it shall be bound by these Terms & Conditions both personally and as trustee.

15. DEFAULT, INSOLVENCY AND TERMINATION

(a) The Customer indemnifies JBS against all of its reasonably incurred costs and expenses (including legal costs on an indemnity basis) associated with it engaging a collection agent or solicitor or both to recover any amount owing under these Terms & Conditions or enforce any security interest.

(b) If the Customer:

(i) commits a substantial breach of the Terms & Conditions including unreasonably refusing to accept any Goods and Services or failing to pay for any Goods and Services in accordance with the Terms & Conditions; or

(ii) becomes insolvent, informs any person it is insolvent, commits an act of bankruptcy, has a bankruptcy petition presented against it, becomes bankrupt, becomes subject to or bound by any arrangement, assignment, composition or moratorium of debts with its creditors, official management, receivership, liquidation, voluntary administration, winding up or other external administration, or gives notice of deregistration;

(any or all of which are a "**Default Event**"), JBS may, without affecting JBS's other rights:

a. immediately terminate the supply of Goods and Services (by notice in writing to the Customer);

b. refuse, suspend or withhold any further supply of Goods and Services under any Customer Account with the Customer (by notice in writing to the Customer);

c. enter upon (personally or by its employees or agents) any premises in the possession or control of the Customer and use reasonable force for the purpose of retaking possession of any Goods (where

title has not passed to the Customer), in which case the sale of the Goods shall be taken to be terminated and JBS shall have no liability to the Customer (whether for trespass, negligence, payment of damages or compensation or otherwise) in connection with JBS reasonably taking possession of the Goods; and/or

d. terminate any Customer Account with the Customer (by notice in writing to the Customer) in which case outstanding amounts will become immediately due and payable.

(c) If a Customer Account is terminated, JBS may appropriate any payment received from the Customer (including any deposit) toward any other debt owed by the Customer to JBS or to the extent of any loss, expense or liability reasonably incurred by JBS as a result of a termination under this clause.

16. SET OFF

(a) JBS may at any time set off amounts owed by JBS to the Customer from the amounts owed by the Customer to JBS.

(b) The Customer is not entitled to set off any amount which it claims is owed by JBS against amounts owed by the Customer to JBS.

17. FURTHER SECURITY

JBS may from time to time require further security as a condition of continuing to supply Goods and Services on credit. For the purposes of this clause "security" includes a guarantee, mortgage or charge granted by any person nominated by JBS.

18. GOVERNING LAW

The laws of the State of Queensland shall apply to the Terms & Conditions and the parties submit to the exclusive jurisdiction of the Courts in the Central Business District at Brisbane.

19. NON-WAIVER

JBS's failure to exercise any right under the Terms & Conditions or failure to insist on strict performance of any part of the Terms & Conditions does not operate as a waiver and a partial exercise of a right does not preclude any further or fuller exercise of that right.

20. NO EXPORT

(a) Unless otherwise agreed in writing by JBS, any Goods supplied to the Customer are intended for use in Australia only such that if any such Goods are exported by the Customer, it is the responsibility of the Customer to ensure the Goods comply with the laws of any foreign country to which they are exported.

(b) The Customer agrees to indemnify JBS in respect of all loss, damage, expense, claim or liability suffered or reasonably incurred by JBS as a result of any breach by the Customer of this clause or any claims against JBS arising out of any matters referred to in this clause.

21. CONFIDENTIAL

The Customer (including its employees, agents or contractors) will not disclose any terms and conditions, Quotation, Proposal or any other information pertaining to the supply or proposed supply of Goods and Services by JBS to the Customer and agrees that all such material, information and documents remain confidential, unless permission to disclose is granted by JBS, is required by law, is required to obtain advice from the Customer's lawyers or accountants, or is already in the public domain.

22. SEVERANCE

If any part of these Terms & Conditions or any related document is or becomes void or unenforceable that part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

23. NOTICES

(a) Notices required to be given by the Customer to JBS pursuant to these Terms & Conditions may be delivered to JBS:

(i) by post at PO Box 2473, Brisbane QLD 4001; or

(ii) by email at creditservices@jbssa.com.au.

(b) Notices will be taken as delivered when received by JBS.

(c) Notices required to be given by JBS to the Customer pursuant to these Terms & Conditions may be delivered:

(i) by post to the Customer's last known address (and shall be taken as delivered on the second business day following posting); or

(ii) by text message to the last known mobile number of the Customer (or director or partner of the Customer); or

(iii) by email to the last notified email address of the Customer (or director or partner of the Customer) which will be taken to be received:

a. when the sender receives an automated message confirming delivery; or

b. 5 hours after the time the email was sent, whichever happens first.

(d) JBS's invoices and statements are deemed to be received by the Customer on the second business day after posting by ordinary pre-paid post, or on the day they are sent by email to the Customer's nominated email address, unless JBS receives an automated notice that the email was not successfully delivered.

24. PRIVACY

(a) JBS complies with the legislated privacy principles in relation to the collection and disclosure of information regarding individuals. The JBS Australia Privacy Policy ("Privacy Policy") can be found at https://jbsfoodsgroup.com/businesses/jbs-foods-australia/accreditations-and-policies.

(b) The Customer acknowledges having had the opportunity to read and understand the Privacy Policy.

25. JOINT AND SEVERAL

Where the Customer is comprised of more than one person or entity then each person or entity that comprises the Customer is bound by these Terms & Conditions jointly and severally.

26. COMPLIANCE PROVISIONS

(a) JBS is committed to ensuring its business operations comply with all applicable Anti-Corruption Laws.

(b) The Customer warrants that it has not been convicted of any offence and has not been the subject of an investigation or enforcement proceedings by a governmental, administrative or regulatory body regarding any offence or alleged offence, under Anti-Corruption Laws.

(c) In the conduct of the Customer's business, the Customer warrants that it will comply with the Anti-Corruption Laws and that it has not and will not commit any act or omission which causes it or JBS to breach, commit an offence under, any Anti-Corruption Laws.

(d) The Customer must, to the extent permitted by law, promptly notify JBS in writing if it becomes aware at any time that any of the warranties in sub-clauses (b) and (c) are, or might reasonably be expected to be, no longer correct. If JBS believes the Customer has breached the Anti-Corruption Laws, it will give notice to the Customer and if the Customer fails within 30 days to demonstrate (to JBS's satisfaction) that there is no reasonable basis to conclude that a breach has occurred, JBS may terminate its agreement with the Customer.

(e) The Customer will comply with the JBS Australia General Ethics & Compliance Statement (as amended from time to time), available on request or at https://jbsfoodsgroup.com/businesses/jbs-foods-australia/accreditations-and-policies#general-ethics-compliance-statement and incorporated into these Terms & Conditions, including its requirements relating to bribery, corruption, sanctions, modern slavery, responsible sourcing and other legal and ethical matters.

(f) For the purpose of this clause, "Anti-Corruption Laws" means any law prohibiting or relating to bribery, corruption, kickbacks, secret commissions or money laundering, including without limitation, the Foreign Corrupt Practices Act 1977 (US), the Bribery Act 2010 (UK), the Criminal Code Act 1995 (Cth), the Crimes Act 1961 (NZ), the Secret Commissions Act 1910 (NZ), and any anti-corruption regulations and provisions applicable in the European Union or in any other locations in which JBS carries on business.