

**THE CURRENT SAFE MEAT ENDORSED COMMODITY VENDOR DECLARATION
CONSTITUTES PART OF THIS CONTRACT. THE DECLARATION MUST BE
COMPLETED, SIGNED RETURNED PRIOR TO DELIVERY.**

JBS Australia Pty Limited (the **Buyer**) and the Seller acknowledge and agree that:

- (a) they have read the terms and conditions contained on the reverse of this page (or, where this is not double sided, the terms and conditions contained on the page following this page headed "Terms and Conditions") (the **Terms and Conditions**); and
- (b) the Terms and Conditions are incorporated into, and form part of, this Purchase Contract.
- (c) This document (incorporating the Terms and Conditions) is a written confirmation of the terms and conditions of the contract made between the Buyer and the Seller for the sale, and purchase, of the commodity outlined above (the **Contract**).

TERMS AND CONDITIONS

**PLEASE SIGN AND RETURN DUPLICATE WITHIN (7) DAYS, RETAINING A COPY
FOR YOUR RECORDS.**

1. GTA TRADE RULES

- a. Subject to paragraph 1b. this Contract incorporates the Trade Rules (**the Trade Rules**) of Grain Trade Australia (**GTA**) from time to time.
- b. The following rules in the Trade Rules are not incorporated into, and do not apply to this Contract:
 - i. Rule 1.2 — Confirmation of Trade;
 - ii. Rule 1.3 — Alteration of Contract;
 - iii. Rule 15.2 – 15.4 – Rejection;
 - iv. Rule 17.0 – 17.10 – Default;
 - v. Rule 24.0 — Disputes;
 - vi. Rule 25.0 — Mediation;
 - vii. Rule 26.0 — Arbitration; and
 - viii. any other rule replacing or amending the above listed rules or otherwise dealing with the subject matter of any of the above listed rules:
- c. To the extent of any inconsistency between the express terms of this Contract and the GTA Trade Rules, the terms of this Contract prevail; and
- d. Save for as outlined above, no other rule, by-law or pronouncement of or by GTA shall apply to, or be incorporated into, this Contract.

2. TIME

All stipulations set forth in the Terms and Conditions as to "time" are of the essence.

3. **WEIGHTS**

Unless specifically agreed otherwise, destination weights, which, shall be determined by qualified personnel, shall be on the basis of trade. If these are not available, loading point, government or Registered Public Weighbridge weights shall be accepted. Errors in weighbridge tickets in all cases shall be excepted.

4. **QUALITY GRADES**

Unless specifically agreed otherwise, Destination Quality Grades shall be on the basis of trade, which shall be determined by qualified personnel according to sampling and analyses procedures established by GTA. If these are not available, Loading Point Quality Grades shall be accepted.

5. **CHEMICAL AND PESTICIDES RESIDUES**

The Seller warrants that the commodity complies with all State and Federal Laws and requirements relating to chemical and pesticide residues and specified government designated maximum residue levels.

6. **CONVEYANCE AND DELIVERY INSTRUCTIONS**

Unless otherwise agreed, the Seller shall have the right of conveyance.

7. **OWNERSHIP AND PASSING OF TITLE**

Unless otherwise specified by contractual agreement, title and risk of loss and/or damage to goods shall remain with the Seller until the goods have been conveyed to the Buyer at the designated point of conveyance.

8. **REJECTION**

- a. The Buyer shall be entitled to reject any goods or commodities which the Buyer, acting reasonably, determines are not in accordance with the description provided in this Contract or a sample provided by the Seller to the Buyer.
- b. In exercising the rights outlined in paragraph 8a., the Buyer must:
 - i. examine consignments on arrival to ascertain by inspection or other expeditious means the quality and condition of the consignment and shall advise the Seller, as soon as reasonably practical, if any consignment is not of the contractual grade or quality;
 - ii. provide written notice to the Seller if the consignment is not accepted no later than 2 business days following the arrival of the goods;
 - iii. ensure any notice provided to the Seller describes the actual quality of the grain and state the Buyer rejects the consignment (including but not limited to, high moisture content, low test weight and the existence of contaminants, foreign matter or live insects); and
 - iv. provide the Seller with reasonable opportunity to dispute the rejection by the Buyer.
- c. In the event the Seller disputes the rejection of the goods, the parties agree the matter is subject to the following procedure:

- i. all adjustments or compensation claimed based on defect of quality or condition or weights which are apparent upon reasonable inspection must be advised by notice as soon as practicable and no later than 5 business days after unloading or presentation of appropriate documents;
 - ii. must be formally confirmed by written notice, letter or email within thirty (30) days of delivery of the consignment;
 - iii. should a party fail to comply with these time limits and requirements for documentation and substantiation of such a claim, the parties agree to submit the dispute to the Grain Trade Australia Arbitration Tribunal and Rule 23 of the Trade Rules will apply.
- d. For the avoidance of doubt, the Buyer shall not be entitled to reject any goods or commodities which are of a superior or equal quality to the contract specifications, provided the goods otherwise comply with the contract specifications.
- e. The Seller shall deliver and the Buyer must accept substituted deliveries for rejected goods, provided:
- i. the substituted goods arrive within the contract time or within 5 business days following the date of rejection; and
 - ii. the substituted delivery meets the description and quality provided in this Contract or the sample provided to the Buyer.
- f. If the Seller elects to arrange for disposal of the rejected goods, the Buyer shall (upon the Seller's request), unload, recondition and salvage the goods to the Seller's best advantage. Any reasonable expense shall be at the cost of the Seller.

9. **DEFAULT**

- a. A party shall be in default of this Contract, immediately upon:
- i. That party failing to comply with a provision of this Contract;
 - ii. Where the Seller is a natural person:
 - a. committing an act of bankruptcy or assigning his or her estate for the benefit of creditors;
 - b. presenting or proposing a petition for bankruptcy or sequestration of the Seller's estate;
 - c. convening a meeting in respect of, or proposing to enter into any arrangement or composition for the benefit of his or her creditors;
 - d. appointing a receiver, receiver and manager or trustee in bankruptcy to any of the assets of the Seller;
- b. If the party is a corporation:
- i. proposing to enter into, or entering into, and scheme of arrangement or composition for the benefit of its creditors;

- ii. proposing or making an application, order or resolution for the winding up the party;
- iii. appointing or proposing to appoint a receiver, receiver and manager, liquidator, provisional liquidator, voluntary administrator to the party or to any of its assets;
- iv. failing to comply with a statutory demand under the *Corporations Act 2001* (Cth);

(each an **Event of Default**).

10. **UPON AN EVENT OF DEFAULT**

Without prejudice to any other right and remedy a party may have, a party may (by notice to the other) elect to:

- a. acting reasonably, terminate this Contract by written notice to the other party;
- b. cancel all or any part of the delivery of goods which have not been delivered at the time of the Event of Default pursuant to this Contract; or
- c. negotiate in good faith to alter or otherwise amend the terms of this Contract (including, without limitation, by extending the date for delivery of the goods or commodities). For the avoidance of doubt, no alteration or amendment to this Contract will be valid unless made in accordance with clause 15.

11. **NOTICES**

All notices given under this Contract shall be given by written letter or email. Any notice delivered after 5:00PM local time on a business day shall be deemed to have been received on the following business day.

12. **GST**

Despite any other previous provision of this Agreement, if a goods and service tax or similar value added tax (**GST**) is levied or imposed on any supply made (or deemed to be made) under or in accordance with this Agreement, the amount payable for that supply (or deemed supply) is increased by an amount equal to that GST.

13. **FORCE MAJEURE**

Neither the Buyer nor the Seller shall be responsible for delay in delivery of goods or any part thereof occasioned by action by any act of God, fire, flood, wind, explosion, power failure, war, embargo, act of government, strike (including dock and/or shipping strike), lock-out, combination of workers, or civil commotion which is not due to said party's own acts, omissions or negligence. The loss of a commodity due to production risks or crop failure does not constitute a condition of Force Majeure.

14. **ENTIRE AGREEMENT**

The Buyer and Seller acknowledge and agree that this Contract constitutes the entire agreement between the parties with respect to its subject matter. It constitutes that only conduct relied on by the parties (and supersedes all earlier conduct by the parties) with respect to its subject matter. Except as set out in this Contract, there are no representation or warranties that have been relied on by the Seller in entering into this Contract.

15. **AMENDMENT**

This Contract may only be amended by a further written agreement executed by the Buyer and the Seller in accordance with section 127 of the *Corporations Act 2001*. The Seller acknowledges that no person other than the directors of the Buyer are authorised to amend, or has the power to bind the Buyer in respect of any amendments, to the terms of this Contract.

16. **DISPUTES**

Any party or parties who have entered into Terms of Trade subject to GTA Trade Rules shall be entitled to refer any disputes arising out of such contract, and which cannot be resolved between the parties, to GTA for Mediation or Arbitration.

17. **MEDIATION**

Should GTA be willing to resolve a dispute appropriately presented, it may appoint a Mediator acceptable to the parties and who may or may not be a member of GTA, but someone who in the opinion of GTA is capable of assisting in resolving commercial disputes. The parties shall seek to negotiate a settlement of the dispute with the assistance of the Mediator, but should within twenty-eight (28) days from the date of the appointment of such a Mediator, or such other period as otherwise agreed by the parties or should no resolution be reached or should either of the parties not wish to become involved in or continue Mediation, either party shall have the right to seek to have the dispute resolved by GTA Arbitration.

18. **ARBITRATION**

- a. If any dispute arises out of or relates to this Contract or the breach, termination or subject matter thereof, the dispute shall be submitted to and settled by Arbitration in accordance with GTA Arbitration Rules in the edition current at the date of the establishment of the Terms of Trade in the Contract, such rules forming an integral part of the Contract and of which both parties hereto shall be deemed to be cognisant.
- b. Neither party to a dispute, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other in respect to any such dispute until arbitrated in accordance with GTA Arbitration Rules.

19. **HEAVY VEHICLE NATIONAL LAW**

- a. 'HVNL' means the heavy vehicle national law enforced through the national heavy vehicle regulator and contemplated by the Heavy Vehicle National Law 2012 (Qld) (as amended) and Regulations, adopted in all states and territories with the exception of Western Australia (WA) and the Northern Territory (NT) and any WA and NT legislation and regulations contemplating heavy vehicle supply chain and public road user safety.
- b. The Seller warrants that:
 - i. it will comply with the Buyer's HVNL programme, presently LSS COR System (as varied from time to time); and
 - ii. its supply chain is compliant in all respects with the HVNL.

20. **DOMICILE**

This Contract and these GTA Trade Rules are governed by and shall be construed to be in accordance with the law for the time being enforced in Australia and in the State or Territory in which the transaction is executed (i.e. goods conveyed and title passed). Performance of all Contracts under these Trade Rules are subject to orders, rules and regulations of all government agencies, and to all causes, except as limited herein.

Vendor's signature: _____ Date: _____