

HAZELDENE'S CHICKEN FARM PTY LTD

(ACN 004 381 346)

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

Unless otherwise inconsistent with the context:

"AST" (approved storage temperature) means: for refrigerated goods, 0 to 5 degrees Celsius; for frozen goods, below -18 degrees Celsius.

"Business Hours" means 8am-4pm Monday-Friday Bendigo local time.

"Customer" means any person or corporation purchasing Goods from Hazeldenes, including that person's or entity's successors and assigns.

"Defective Goods" means Goods which: (1) show signs of damage or tampering; (2) are not free of contaminants; (3) are in packaging which has been damaged in a manner as to impact the quality or safety or saleability of the Goods; or (4) have not been kept within AST during delivery.

"Goods" means the goods Hazeldenes sells from time to time.

"GST" means any tax or imposition on the supply of goods or services covered by A New Tax System (Goods and Services Tax) Act 1999 (*Cth*) ("the GST Act") as amended from time to time.

"Hazeldenes" means Hazeldene's Chicken Farm Pty Ltd (ACN 004 381 346) and/or, if the context permits, any related corporation, assignee, transferee, division or trading name.

"Order Request" means an order placed by the Customer to request the purchase of Goods of a specified type and maximum quantity.

"Order Request Acknowledgment" means a document entitled "Order Request Acknowledgment", "Order Confirmation", or similar, issued by Hazeldenes to the Customer (to the email address provided the Customer in their Application for a Commercial Credit Account or any other email address by mutual agreement) setting out the details of the Order Request placed by the Customer.

"Price" means the price to be paid for Goods the subject of an Order Request, as set out in the invoice issued by Hazeldenes in respect of an accepted Order Request.

Words importing the singular number shall be deemed to include the plural and vice versa.

The term "person" includes a corporation or any other entity which has legal standing.

Headings are for convenience only and do not affect interpretation of these Terms and Conditions of Sale.

2. APPLICATION OF TERMS AND CONDITIONS OF SALE

All sales of Goods to the Customer from Hazeldenes are deemed to incorporate these Terms and Conditions of Sale. If there is any inconsistency between these Terms and Conditions of Sale and any Order Request submitted by the Customer (whether in writing, verbally or by Electronic Data Interchange or otherwise), these Terms and Conditions of Sale prevail unless otherwise expressly agreed to in writing by Hazeldenes and signed by an authorised person of Hazeldenes.

3. PAYMENT

- a) If the Customer has successfully been granted credit terms, payment of the Price in full for all Goods must be made within the credit period granted by Hazeldenes, without deduction unless otherwise agreed in writing by Hazeldenes.
- b) If at any time the Customer's application for credit is rejected or withdrawn, the Customer may no longer purchase Goods on credit from Hazeldenes at that time.
- c) Payment must be by Electronic Funds Transfer or by BPAY unless otherwise agreed in writing by Hazeldenes. Payment is not deemed to have been received until Hazeldenes has received clear funds.
- d) Time is of the essence regarding the making of all payments and where payment is not made by the due date Hazeldenes may require interest to be paid by the Customer on all amounts

overdue from the due date until the date that payment is received at the rate prescribed by the Penalty Interest Rate Act 1983 (Vic) calculated daily and compounded monthly.

- e) Any payments made other than by Electronic Funds Transfer or BPAY are subject to approval by Hazeldenes and may attract reasonable additional charges of the total amount payable to offset any administration costs or merchant fees incurred by Hazeldenes.
- f) Hazeldenes may apply any payments received from or on behalf of the Customer (where the Customer has not specified the purpose of the payment) in reduction of the Customer's indebtedness as Hazeldenes thinks fit.

4. SUPPLY OF GOODS

- a) The placing of an Order Request constitutes an offer by the Customer to purchase Goods of the type set out in that Order Request, up to a maximum quantity specified in that Order Request. The Order Request must also nominate a delivery address for the Goods.
- b) The Customer expressly acknowledges that supply of Goods pursuant to all Order Requests are subject to availability of the Goods and that some or all of the Goods set out in an Order Request may not be provided by Hazeldenes.
- c) Hazeldenes may accept or decline any Order Request, either in whole or in part, in its sole and absolute discretion. Having regard to clause 4(b), acceptance of an Order Request by Hazeldenes takes effect on delivery (and not before) by Hazeldenes of the Goods to the specified delivery address.
- d) For the avoidance of doubt:
 - (i) any communication between the Customer and Hazeldenes prior to the placement of an Order Request does not constitute either an offer or an acceptance to supply or receive Goods; and
 - (ii) any Order Request Acknowledgment issued by Hazeldenes to the Customer after the Customer has placed an Order Request does not constitute an acceptance by Hazeldenes of the Customer's Order Request but is only a description by Hazeldenes of what it understands to be the Customer's Order Request. If the Customer does not correct any error or discrepancy in such Order Request Acknowledgment within 4 Business Hours of it being sent, the Customer is deemed to have accepted that the Order Request Acknowledgment accurately represents their Order Request.
- e) Hazeldenes does not undertake to comply with any additional specifications of delivery (such as timing, or method of delivery) that a Customer may purport to stipulate in an Order Request and expressly disclaims any liability for failing to do so.
- f) If, prior to the acceptance of any Order Request pursuant to clause 4(c) above, the Customer has agreed in writing with Hazeldenes that the Customer authorises Hazeldenes to deliver alternative Goods in substitution from those set out in an Order Request or Order Request Acknowledgment ("Substituted Goods"), then Hazeldenes may supply Substituted Goods without seeking further consent of the Customer and the supply of those Substituted Goods will be deemed to be supplied under the relevant Order Request and subject to any pricing adjustments previously agreed in writing in respect of the Substituted Goods.

5. STOP SUPPLY AND CANCELLATION OF A TRADING ACCOUNT

- a) Without limiting Hazeldenes' rights, Hazeldenes may elect to suspend supply to a Customer if the Customer does not pay its invoices in accordance with these Terms and Conditions of Sale.

- b) Where a Customer has not paid one or more invoices in time and has fallen into arrears and Hazeldenes reasonably considers that the arrears is material or that the Customer is at high risk of further arrears, then on not less than 7 days' notice Hazeldenes may advise the Customer that the totality of the account, whether or not in arrears, is now immediately due and payable.
- c) If any person has a financial interest in two or more accounts with Hazeldenes ("related accounts") and if any one of these related accounts is not paid in accordance with these Terms and Conditions of Sale, then, if Hazeldenes reasonably considers that the account which is in default is materially in arrears or that the Customer is at high risk of further arrears on any of the related accounts, all related accounts may be suspended of supply and on not less than 7 days' notice all monies owed by all related accounts become immediately due and payable.
- d) The following may apply (at Hazeldenes' election) to accounts subject to suspension of supply:
 - (i) no further Order Requests will be accepted by Hazeldenes while the account is suspended;
 - (ii) credit facilities pursuant to the Credit Terms will be subject to consideration of immediate cancellation; and/or
 - (iii) engagement of a debt collection agency and/or legal action to recoup debt.

If the Customer does not take prompt action to rectify any default on its end resulting in suspension of supply, and/or if Hazeldenes reasonably considers that the Customer is at high risk of further defaults in the future, Hazeldenes may also close the Customer's account upon not less than 7 days' notice.

- e) Without prejudice to Hazeldenes' rights above, an account may be subject to immediate closure if:
 - (i) the Customer materially breaches these Terms and Conditions of Sale and does not remedy such breach (if capable of being remedied) within 7 days of being so notified by Hazeldenes; and/or
 - (ii) the Customer engages in illegal conduct, or conduct that adversely affects the reputation of Hazeldenes.

6. PAYMENT VALIDITY

- a) The Customer represents that all Order Requests it places are validly and lawfully authorised and acknowledges that Hazeldenes is entitled to rely upon this representation and not make inquiries as to the authority of any person placing an Order Request on behalf of the Customer.
- b) The Customer acknowledges that Hazeldenes supplies the Customer on condition that, and accepts payments from the Customer on the understanding that, all payments by the Customer are made validly and in the ordinary course of business, and are received by Hazeldenes:
 - (i) in the ordinary course of business;
 - (ii) in good faith; and
 - (iii) without having any reasonable grounds for suspecting that the Customer might be or might become insolvent, unless before making the payment, the Customer gives notice in writing to Hazeldenes of the Customer's then inability to pay its debts as and when they become due and payable.

7. PRICE

- a) Unless otherwise expressly referenced as being included, or if required at law, the Price shall be increased by the amount of any GST and other taxes and duties which may be applicable.
- b) Hazeldenes may charge the Customer for any freight costs in delivering the Goods. If freight is to be charged, it will be specified in the Order Request Acknowledgment. If the Customer does not agree to any freight cost specified, it must notify Hazeldenes within 4 Business Hours of the Order Request Acknowledgment being sent; if it does not, the

Customer is deemed to have accepted that freight cost.

- c) Any price lists issued by Hazeldenes to the Customer from time to time are indicative only and may be varied at any time by Hazeldenes. The Price for an accepted Order Request, plus any other amounts set out in the invoice which were referenced in an undisputed Order Request Acknowledgment (e.g. freight), shall be the applicable amount payable.
- d) Hazeldenes will not vary the price for Goods (on a 'per unit' basis) with respect to a particular Order Request between the Order Request Acknowledgment being issued and any acceptance (in whole, or in part) of that Order Request by Hazeldenes.

8. GOODS AND SERVICES TAX

- a) If GST is imposed on any *Supply* made by Hazeldenes to the Customer, the amount that the Customer must pay for the *Supply* increases by the amount of the GST.
- b) A party's right to payment for any *Taxable Supply* is subject to a valid *Tax Invoice* being delivered to the party liable to pay for the *Taxable Supply*.
- c) Expressions in italics in this clause bear the same meaning as those expressions in the GST Act.

9. DELIVERY AND STORAGE

- a) Hazeldenes may select the method of delivery and carrier at its sole discretion.
- b) Any time stated for delivery is an estimate only. Hazeldenes is not liable for any delay in delivery.
- c) The Customer must immediately upon delivery, place any Goods delivered in storage at the AST. The Customer acknowledges that this provision is for the maintenance of food hygiene and thus ultimately the safety of the public.
- d) Risk in the Goods passes to the Customer upon delivery.
- e) If the Customer refuses to accept delivery (unless otherwise permitted herein) of any of the Goods or sign Hazeldenes' proof of delivery docket then, without limiting any other rights Hazeldenes may have, Hazeldenes may charge the Customer for any additional reasonable costs incurred arising therefrom, including any damages for loss of use of those Goods and any freight costs in returning the Goods.
- f) It is a condition of Hazeldenes supplying Goods to the Customer that the Customer maintain at all relevant times a valid and active account with CHEP Logistic Assets (or such other logistic company as Hazeldenes may nominate from time to time, upon reasonable notice).
- g) Upon receipt from Hazeldenes of any pallets, bins, reusable plastic containers or similar items ("Logistic Assets"), the Customer will:
 - (i) provide a signed proof of delivery confirming receipt of the Logistic Assets; and
 - (ii) register a transfer of those Logistic Assets onto its own account with the issuer of those Logistic Assets (e.g. transfer CHEP pallets/bins on to the Customer's CHEP account) within 3 days of taking possession.
- h) If the Customer has agreed with Hazeldenes that the Customer authorises Hazeldenes to deliver Goods on an 'Authorised to Leave' basis, then:
 - (i) Hazeldenes may leave Goods at the specified delivery address without contacting the Customer; and
 - (ii) the leaving by Hazeldenes alongside the Goods of a proof of delivery docket and/or an invoice shall be deemed as being wholly conclusive and indisputable evidence of the nature and quantity of the Goods and the Logistic Assets which were delivered;
 - (iii) the Customer must still register a transfer of those Logistic Assets on its own account in the manner set out in clause 9(g)(ii) above.

10. DEFECTIVE GOODS

- a) The Customer may reject delivery and seek the return of Goods if the Customer has been delivered Goods:

- (i) which are Defective Goods;
- (ii) subject to clause 4(f), are of a type which were not set out in the relevant Order Request Acknowledgment; and/or
- (iii) if the volume of Goods delivered is greater than that specified in the Order Request Acknowledgment, however the rejection may only be in relation to that excess of Goods,

provided that the Customer:

- (iv) notifies Hazeldenes' Customer Service team of such issue before 10.00AM on the day of delivery or, if delivery is made at or after 10.00AM, within two hours of such delivery; and
 - (v) has ensured that the Goods have at all times been stored at AST. The Customer acknowledges that the limitations imposed by this provision are necessary for the maintenance of food hygiene and thus ultimately the safety of the public.
- b) For the avoidance of doubt, if the volume of Goods delivered is less than that set out in the Order Request Acknowledgment, such event does not entitle the Customer to reject or return those Goods delivered.
 - c) Any return of Goods must be made by Hazeldenes' nominated carriers and the Customer will take all reasonable steps to facilitate this.

11. INVOICING

- a) Hazeldenes will issue the Customer with an invoice at the time of delivery.
- b) If the Customer disputes the accuracy of the invoice, the Customer must advise Hazeldenes' Customer Service team of such inaccuracy within 5 working days of receipt; if the Customer does not do so within this time frame, the invoice is deemed to be accurate in all respects. Upon being advised of a possible dispute, Hazeldenes will promptly discuss the dispute with the Customer.
- c) The Customer must pay the invoice received in accordance with its current payment terms notwithstanding any dispute it may raise as to the invoice. If the Customer's dispute is subsequently accepted, Hazeldenes will promptly refund the Customer any appropriate amount.
- d) All disputes as to the invoice must be fully documented quoting Hazeldenes' invoice number.

12. LIMITATION OF LIABILITY

- a) To the extent permitted by law and subject to clause 12(b), Hazeldenes' aggregate liability to the Customer or any person howsoever arising, whether in contract, tort or otherwise, for any loss or damage (direct or indirect) suffered or incurred by any person in relation to, or arising out of the use of, the Goods, including but not limited to loss or damage caused by or resulting directly or indirectly from any defect or deficiency of any kind of or in the Goods, shall not exceed the price paid by the Customer for those Goods, except to the extent that such loss or damage is caused by the negligence or wilful misconduct of Hazeldenes.
- b) In connection with any liability of Hazeldenes that cannot be excluded but may be limited (for instance, under the *Competition and Consumer Act 2010* (Cth) as amended), Hazeldenes' liability is limited at its election to the replacement of the relevant Goods or paying the cost of replacing the goods, where it is fair and reasonable to do so.

13. FORCE MAJEURE

- a) Hazeldenes may suspend, vary or cancel the supply of Goods if it is unable to supply or deliver the Goods owing to circumstances beyond the reasonable control of Hazeldenes including (without limitation) acts of God, war, strikes, lock-outs, fire, flood, drought, pandemic or epidemic, disease (including avian influenza), quarantine restrictions, breakdown of plant or machinery, unavailability or shortage of raw materials or utilities, or any unforeseen order or

direction of any government or authority affecting production of the Goods.

- b) To the extent permitted at law, Hazeldenes will not be liable for any loss or damage (including direct or consequential loss or damage) arising from the exercise of its rights under this clause.
- c) Nothing contained in this clause excuses non-payment of any money due or which becomes due under these Terms and Conditions of Sale.

14. RECOVERY COSTS

The Customer shall pay all legal, debt collection fees and administrative costs and expenses incurred by Hazeldenes on an indemnity basis in respect of any default under these Terms and Conditions of Sale by the Customer.

15. VARIATION

Hazeldenes may vary at any time these Terms and Conditions of Sale and they will apply to any Order Requests placed after the taking effect of such variation. Hazeldenes will provide to the Customer a copy of the updated terms or otherwise direct the Customer as to where such updated terms may be found. If the Customer continues to trade with Hazeldenes after receipt of or notification of such varied terms, the Customer will be deemed to have reviewed, understood and accepted the application of those revised terms.

16. SEVERABILITY

If any provision in these Terms and Conditions of Sale is unenforceable, illegal or void or makes these Terms and Conditions of Sale or any part of it unenforceable, illegal or void, then that provision or part is severed and the rest of these Terms and Conditions of Sale remain in force.

17. TRUSTEE CAPACITY

If the Customer is the trustee of a trust, it warrants to Hazeldenes that:

- (i) it places Order Requests in both its capacity as trustee and in its personal capacity;
- (ii) it has the right to be indemnified out of trust assets;
- (iii) it has the power under the trust deed to place Order Requests and otherwise engage with Hazeldenes; and
- (iv) it will not retire as trustee or appoint or remove any new trustee without providing Hazeldenes with not less than 30 days' prior written notice.

The Customer must provide Hazeldenes with a copy of the trust deed upon request.

18. PARTNERSHIP

If the Customer is a partnership, it must not alter the partnership (for example, by adding or removing partners or altering the partnership arrangement) without providing Hazeldenes with not less than 30 days' prior written notice. In such instances, Hazeldenes may take, and require the Customer to take, reasonable steps to assure Hazeldenes of the Customer's solvency. This may include amending, at Hazeldenes' discretion, the relevant payment terms or requiring the provision of new or further security.

19. WAIVER

If Hazeldenes exercises or fails to exercise any right or remedy available to it, this will not prejudice its rights to exercise that or any other right or remedy. Waiver of any term of these Terms and Conditions of Sale will only be effective if specified in writing and signed by an authorised representative of Hazeldenes.

20. JURISDICTION

The Customer agrees that all contracts made with Hazeldenes shall be governed by the laws of the State of Victoria and the parties shall submit to the exclusive jurisdiction of the Courts of the State of Victoria.