

## TERMS OF TRADE

### TERMS & CONDITIONS OF SALE

The following conditions are those under which all livestock and/or clearing sale items and any other associated costs are sold and purchased.

### OWNERSHIP:

Ownership of Goods supplied under these Terms of Trade remains with the company (DBH Livestock Ltd) until payment for the Goods is made in full.

### DISPUTES:

If either party fails to observe the Terms & Conditions of Sale or if any dispute arises the company (DBH Livestock Ltd) shall not be liable for any damages suffered by either party.

### PAYMENT:

- a. **SUBJECT** to any special arrangements made between the vendor and purchaser, the purchase price plus GST, together with any additional charges are due under this agreement are payable by the purchaser to the company in cash on delivery. The purchaser may arrange other terms (normally 14 days after delivery) with the company, subject to Clause 2 (b)
- b. **PENALTY** interest on monies not paid within 14 days of delivery shall be payable by the purchaser from the date of delivery. Interest shall accrue on a daily basis capitalised monthly, at the rate being charged by the company on overdue accounts and the rate will be advised to the purchaser on request.
- c. **ENFORCEMENT** - The Purchaser or Vendor will pay DBH Livestock on demand all costs (including legal costs on a solicitor/client basis) incurred by DBH Livestock in connection with any default by the Purchaser or Vendor or any enforcement action taken by DBH Livestock.

### SELECTION ON DELIVERY AND INSPECTION:

- a. The vendor and purchaser acknowledge that the stock which are the subject for sale, are sold for forward delivery and therefore, will also be subject to a final selection by the purchaser or his agent. The purchaser also reserves the right to reject stock which is arthritic, uncoordinated, injured or suffering ill health or abnormality regardless of its meeting the live weight or standards as set out.
- b. The purchaser, or his agent, by giving the vendor adequate prior notification, may come on to the vendor's property to inspect the stock, at any time prior to the set down date for delivery.

### PERSONAL PROPERTY SECURITIES ACT 1999:

- a. All terms in this Clause 5 have the meaning given in the Personal Property Securities Act 1999 (PPSA) and section references shall be to sections of the PPSA.
- b. Clause 1.1 creates a security interest in Goods we supply to you.
- c. You shall not grant any other security interest or any lien over Goods that we have a security in.
- d. At our request you shall promptly sign any documents and do anything else required by us to ensure that our security interest constitutes a first ranking perfected security interest in the Goods.
- e. We may at any time enter your premises and properties to uplift Goods that we have a security interest in.
- f. If Goods that we have a security interest in are processed, included or dealt with  
If Goods that we have a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled goods, our security interest will continue in the whole in which they are included. You shall note grant any other security interest or any lien in either the Goods or in the whole.
- g. You waive any rights you may have under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134 of the PPSA.
- h. You waive your right to receive a copy of any verification statement (as that term is defined in the PPSA).
- i. You will give us prior written notice of a proposed change of your name or address.

### STOCK SOLD BY PRIVATE TREATY (FARMER TO FARMER):

- a. **TITLE** to the stock shall remain with the vendor and not pass to the purchaser until the total set out in Clause 2 (a) has been paid in full.
- b. **IF** the purchaser sells the stock to a third party in the normal course of business, the purchaser shall receive the proceeds of such sale on behalf of and as trustee for the vendor.
- c. **IF** the stock is delivered before the purchaser has paid the purchase price in full, the purchaser irrevocably gives the vendor or his agent leave and license without notice to enter upon any premises occupied by the purchaser to search for, inspect and repossess the stock without incurring any liability whatsoever for such actions.
- d. **SHOULD** the stock be repossessed in accordance with this clause, the vendor or his agent may

resell the stock at the purchaser's risk and expense and any loss on resale will be recoverable from the purchaser.

- e. **ALTHOUGH** payment may not have been made by the purchaser, the company shall nevertheless pay to the vendor the net proceeds due

### RISK:

The vendor shall be responsible for loading the stock on the carrier. On completion of loading the risk in the stock shall pass to the purchaser.

### STOCK SOLD FOR SLAUGHTER:

In the ordinary course the company does not act for the meat processor. However, where stock is purchased on behalf of the meat processor by a representative of the company, in the absence of the meat processor's representative, it is acknowledged by the vendor that the company does not have any legal relationship with the meat processor other than the selection and determination of price. The company is not responsible for payment by the meat processor or required to pay the vendor until payment has been received from the meat processor.

### GOOD HUSBANDRY:

Pending delivery of the stock to the purchaser the vendor agrees in all things at the vendor's expense to properly feed the stock and attend to the stock's needs in accordance with the best farming methods taking into account the nature and quality of the stock and the land upon which the stock is depasturing at the time of the agreement of sale and purchase was concluded.

### WARRANTIES:

- f. **THE** vendor warrants that accurate details of the stock have been supplied to the company including details of any security or charge held over such stock.
- g. **THE** vendor warrants that he is the owner of the stock and that subject to (a) above, on payment of the purchase price they will pass to the purchaser free from any charge.
- h. **THE** purchaser warrants that he has purchased the stock relying on his own or his agent's inspection of the animals.
- i. **THIS** agreement constitutes the entire agreement 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 the vendor or the company.
- j. **THE** company shall not be liable for any misrepresentation (innocent or otherwise) warranty, guarantee or undertaking given in respect of the stock by either party.

### RISK IN TRANSIT:

**ANY** person including a drover or transport operator to whom delivery of the stock maybe given whether nominated or appointed by the purchaser or by the company with or without the purchaser's specific authority shall for all purposes be deemed to be servant of the purchaser and the company shall not be in anyway liable or responsible for any act or omission of such drover or any other person.

### SHORT DELIVERY:

**IF** the vendor shall be prevented from delivering the stipulated number of stock owing to disease, death or other cause outside his reasonable control the vendor shall be under no liability to the purchaser for such shortage or non-delivery and the purchaser shall be bound to take delivery of and pay for the number of stock the vendor is able to supply.

### SET-OFF:

The purchaser hereby waives all rights of set-off against the company and the vendor, and shall pay the purchase price plus GST to the company without deduction.

### INTERPRETATION:

The terms vendor, purchase and the company include their agents, successors and assigns. Where there is more than one vendor or purchaser, obligations are joint and several. The singular includes the plural.

Stock means and includes live and dead stock, stud stock, plant, machinery, motor vehicles and all other chattels and where appropriate includes any share in the foregoing which has been offered for sale. All terms relating to livestock shall apply (with the necessary changes being made) to all other forms of stock described in this definition.

### NAIT:

If the Vendor or Purchaser instructs DBH Livestock to complete any National Animal Identification and Tracing (NAIT) functions on your behalf, then by doing so you have authorised DBH Livestock to act on your behalf and to allow DBH Livestock to access and manage your personal information required for NAIT purposes.