

PURCHASE ORDER TERMS AND CONDITIONS

Definitions

Baiada means the Baiada Group entity specified in the relevant purchaser order (**PO**).

Baiada Group means each of Baiada Poultry Pty Limited ABN 96 002 925 948, Bartter Enterprises Pty Limited ABN 22 000 451 374, BPL Adelaide Pty Limited ABN 40 108 037 798, BPL Melbourne Pty Limited ABN 49 115 955 541, Tangaratta Stockfeeds Pty Limited ABN 51 001 278 584, Birling Laboratories Pty Limited ABN 31 650 660 398 and Greens & Goodness Pty Limited ABN 12 650 934 919.

Personal Information has the same meaning as in the Privacy Act 1988 (Cth).

Relevant Law means any Federal, State, territorial or local government legislation, regulations under them and any code of practice, membership rules or standards issued by relevant regulators or industry bodies, whether or not having the force of law, applicable to or which affect the Goods or Services, this Contract or any obligation under this Contract.

1. General

- 1.1. These terms and conditions govern the supply of goods (**Goods**) and/or services (**Services**) as described in a purchase order (**PO**) which incorporates these terms and conditions (**Conditions**), and which PO has been placed by Baiada with the supplier of the Goods and/or Services (**Supplier**).
- 1.2. No other terms and conditions apply to the PO or to the supply of the Goods or Services under any circumstances except where:
 - 1.2.1. a longer form agreement of terms and conditions has been agreed in writing between the parties (**Supply Agreement**); or
 - 1.2.2. Baiada first provides its agreement in writing.
- 1.3. In the event of inconsistency between the terms and conditions that govern the supply, the descending order of precedence will be as follows: (a) the Supply Agreement (where entered); (b) the PO; and (c) the Conditions.
- 1.4. The parties have agreed and it is their intent that any terms and conditions proposed by the Supplier that are different from or inconsistent with this Contract are expressly rejected by Baiada and are not a part of this Contract. It is the parties intent that the Supply Agreement (where entered), the PO and the Conditions will exclusively control the relationship of the parties.
- 1.5. No amendments to this Contract will be binding on the parties unless approved in writing by a Baiada representative with the actual delegated authority to approve any such amendments as notified by Baiada in writing from time to time. The following Baiada representatives have delegated authority: Managing Director; Chief Financial Officer; Chief Commercial Officer; any General Manager.

2. Acceptance of PO

- 2.1. The Supplier is deemed to have accepted a PO if it notifies Baiada (including by email or orally) that it accepts the PO, or delivers the Goods and/or Services described in the PO, or accepts payment from Baiada under the PO.
- 2.2. If the Supplier is unable or unwilling to accept the PO, it must notify Baiada promptly. It may propose a variation to the PO, or offer other Goods and/or Services in substitution, but any such variation or substitution must be approved by Baiada in writing before delivery.
- 2.3. The PO once accepted, combined with these Conditions and any terms and conditions agreed in a Supply Agreement as contemplated by clause 1.2, will form a binding agreement between the parties (**Contract**).

3. Supply of Goods or Services

- 3.1. The Supplier must:

- 3.1.1. supply the Goods and/or Services in accordance with this Contract, including the quality, quantity, description and specifications and delivery time frames and delivery points as set out in the PO;
- 3.1.2. in respect of Goods, ensure that the Goods:
 - (i) are new and of merchantable quality;
 - (ii) are free from all liens charges and encumbrances of any kind and are not subject to a security interest (other than a security interest in favour of Baiada);
 - (iii) are fit for purpose for which Goods of the same kind are commonly supplied and any other purpose made known to the Supplier; and
 - (iv) perform in accordance with any representations made by the Supplier in connection with the performance of the Goods;
 - (v) are provided with all operating manuals and other required information; and
- 3.1.3. in respect of Services, ensure that the Services are performed:
 - (i) cost effectively and promptly;
 - (ii) with due care, skill and prudence reasonably to be expected of skilled and experienced suppliers; and
 - (iii) to a standard that is in accordance with industry best practice.

4. Delivery and acceptance of the Goods

- 4.1. Dates and locations for delivery of Goods or Services specified on the PO are firm unless agreed to by Baiada in writing. The Contract may be subject to cancellation by Baiada if the relevant delivery date or delivery location is not met.
- 4.2. If the Supplier delivers:
 - 4.2.1. an incorrect quantity of Goods; or
 - 4.2.2. Goods which are defective or not to Baiada's requested specifications,Baiada may, without prejudice to its other rights, accept or reject in part or whole the quantity of Goods so delivered.
- 4.3. If Baiada rejects the Goods or any part of the Goods under clause 4.2 the Supplier must remove the Goods at the Supplier's expense. If the Supplier fails to do so within a reasonable time Baiada is entitled to arrange delivery back to the Supplier at the Supplier's expense.
- 4.4. All documents and packages delivered as part of or pertaining to this Contract must quote the PO number, item numbers/revision numbers where applicable and quantities delivered.

5. Title & Risk

- 5.1. If Baiada makes a payment in advance under this Contract, then upon payment by Baiada to the Supplier of either the full or partial Contract amount, title in any and all work completed to that stage will pass to Baiada.
- 5.2. In all other cases, title and risk in the Goods or other deliverables passes to Baiada on the earlier of the use of the Goods or other deliverables by Baiada; or payment by Baiada.

6. Warranties

- 6.1. The Supplier has and will maintain all licences, authorisations, consents, approvals, and permits required in order to perform its obligations under this Contract.
- 6.2. In respect of Goods supplied under this Contract, the Supplier warrants that the Goods will be free from any failure arising from faulty materials or workmanship or any failures to comply with the

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specifications and comply with all Relevant Laws (collectively, **Defect**). If a Defect is found, then the Supplier is responsible for the costs incurred in repair/replacement, and in the event of a recall, all advertising/administration and other costs associated with the recall.

- 6.3. In respect of the Services, the Supplier warrants that:
- 6.3.1. it will comply with the requirements of this Contract and all applicable Relevant Laws;
 - 6.3.2. it has the level of skill, knowledge, experience, resources and ability which may be expected of suppliers providing the same type and complexity as the Services; and
 - 6.3.3. it has the necessary personnel, facilities, resources, and experience to perform the Services in accordance with this Contract.

7. Liability & Insurance

- 7.1. The Supplier indemnifies Baiada and agrees to keep Baiada indemnified against all costs, damages, expenses or losses suffered by Baiada arising out of:
- 7.1.1. any breach by the Supplier of this Contract; or
 - 7.1.2. the personal injury or death of any person or loss or damage to any property (including property of Baiada) arising out of the Supplier's supply of the Goods and/or Services; or
 - 7.1.3. any negligence or unlawful act or omission of the Supplier in the connection with the supply of the Goods and/or Services.
- 7.2. The Supplier must take out and maintain public and product liability insurance to cover any liability it may incur under this Contract (minimum AUD\$10M per incident).

8. Prices and payment

- 8.1. The price for the Goods and/or Services is shown on the PO and is a firm price and is not subject to any variation unless otherwise stated in the PO or agreed in writing between the parties..
- 8.2. Unless otherwise stated the prices are exclusive of GST. Where required by *A New Tax System (Goods and Services Tax) Act 1999* and/or any other Act relating to the imposition or administration of a Goods and Services tax or upon reasonable request by Baiada, the Supplier must issue a tax invoice which enables Baiada, to claim a credit or refund of the GST payable.
- 8.3. On receipt of a correctly rendered invoice, Baiada will pay all undisputed invoices in accordance with payment terms agreed and set up with Supplier. If no payment terms have been agreed, payment will be made within 45 days end of month.

9. Compliance with all Relevant Laws

- 9.1. The Supplier agrees to comply with all Relevant Laws, including in relation to workplace health and safety the environment, heavy vehicle road transport/chain of responsibility, fair work, migration, modern slavery, food safety, biosecurity, animal welfare and competition and consumer laws.
- 9.2. The Supplier represents and warrants it has in place a system of heavy vehicle compliance:
- 9.2.1. which requires and enables its transport service providers to perform the task safely;
 - 9.2.2. prevent drivers working while fatigued; and
 - 9.2.3. prevent the terms of consignment from encouraging or provide any incentive for drivers to drive in breach of any heavy vehicle road transport/chain of responsibility laws.
- 9.3. So far as it relates to the supply of the Goods or Services under this Contract, the Supplier must at all times exercise all reasonable precautions to ensure the health and safety of all persons including

Baiada directors, officers, employees, consultants, subcontractors and others whilst on the Baiada premises and/or third party sites who may be affected by the supply of Goods or Services under this Contract.

10. Policies and procedures

- 10.1. The Supplier must comply with reasonable policies, procedures, specifications, and requirements (including, as to WHS, Chain of Responsibility, Quality & Safe Food, Environment & Sustainability, Biosecurity, Privacy, Animal Welfare and the Supplier Code of Conduct) notified or amended from time to time by Baiada, including those which are on the Baiada website www.baiada.com.au and/or provided by Baiada to the Supplier.
- 10.2. In the event the Supplier is of the view that it is not commercially reasonable and viable for it to comply with the policies, procedures, specifications, and requirements of Baiada contemplated by clause 10.1, it must promptly notify Baiada in writing and in any event before the supply of the Goods or Services to Baiada.
- 10.3. After receiving notice in accordance with clause 10.2, Baiada may elect to terminate this Contract.
- 10.4. Certain sites of Baiada or third parties may have in place specific procedures which relate to the operations at these sites. Any applicable procedures will be notified to the Supplier and the Supplier must comply with such processes to the extent that they are applicable to the Supplier's activities at particular sites.
- 10.5. The Supplier will ensure that it, and its suppliers, and each of their respective officers, employees, agents, contractors, subcontractors, and representatives who perform any work or activities under this Contract are aware of and comply with all applicable policies, procedures, specifications, requirements and processes, including those which are on the Baiada website www.baiada.com.au and/or provided by Baiada to the Supplier, as amended by Baiada from time to time.
- 10.6. The Supplier must allow Baiada and its authorised representatives reasonable access to inspect and copy all books and records, and allow access to premises, vehicles and the personnel reasonably necessary for Baiada and its authorised representatives to conduct any audit insofar as it relates to performance by the Supplier of its obligations under this Contract.

11. Intellectual Property Rights

- 11.1. The Supplier warrants that the Goods and/or the Services do not infringe the patent, copyright, registered design rights, or other intellectual property rights of the Supplier or of any third party.
- 11.2. The Supplier acknowledges that Baiada owns all intellectual property rights created for the purposes of the PO and, if required, it will (and will procure that its employees, agents or contractors) assign all such intellectual property rights to Baiada as and when created.
- 11.3. The Supplier grants Baiada a perpetual, worldwide, non-exclusive, irrevocable licence to use, copy, modify and otherwise exploit any of the Supplier's background intellectual property rights to the extent it is required for Baiada to exploit its ownership of the Goods and/or use of the Services.

12. Assignment

The Supplier must not assign or subcontract any of its rights or obligations under this Contract or any part of it without prior consent in writing of Baiada.

13. Set Off

Without prejudice to any other right or remedy, Baiada reserves the right to set off any amount owing at any time from the Supplier to Baiada against any amount payable by Baiada to the Supplier.

14. Termination

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- 14.1. This Contract may without penalty by or compensation to the Supplier, be withdrawn by Baiada at any time before notice of acceptance from the Supplier of the PO has been received.
- 14.2. Baiada may terminate this Contract in the event of the insolvency of the Supplier in so far as this is legally permitted.
- 14.3. Without limiting any other rights which a party may have at law, a party may immediately terminate this Contract by written notice to the other party if the other party breaches:
 - 14.3.1. a material term or condition of this Contract (including any of clauses 3, 4, 7, 10 and 11); or
 - 14.3.2. a non-material term of this Contract and fails to remedy such breach within 14 days of receipt of a written notice from the other party requiring it to do so.

15. Dispute resolution

If any dispute arises between the parties in relation to this Contract then either party may give the other party a notice of dispute adequately identifying and providing details of the dispute within 7 days of the day on which the dispute has arisen. If the dispute is not mutually resolved within 14 days of service of a notice of dispute then the dispute will be referred to expert determination to be conducted in accordance with the Expert Determination Rules of the Resolution Institute. Any determination made under this clause will be binding on the parties. This clause does not prevent either party from seeking urgent injunctive or other interlocutory relief.

16. Confidentiality

The Supplier must keep confidential all confidential information, data and Personal Information, being marked as confidential or which the Supplier ought to reasonably assume to be confidential, which it receives from Baiada and must maintain the confidentiality until the information ceases to be confidential other than as a result of the Supplier's breach of confidence. The Supplier acknowledges that all data, Personal Information and records collected or generated specifically for Baiada by the Supplier or its related entities in connection with Baiada or the performance of this Contract is the property of Baiada and the Supplier will have no title, right or interest in it.

17. Privacy and Data Security

- 17.1. The parties agree that any Personal Information that is collected, used or disclosed under this Contract will be collected, used or disclosed only in accordance with the Privacy Act 1988 (Cth).
- 17.2. The Supplier must use good industry practice in connection with data and security requirements and must comply with the data and information security requirements agreed between Baiada and the Supplier.

18. Waiver

The delay in exercise or non-exercise by Baiada of any of its rights upon any default by the Supplier does not constitute a waiver of Baiada's rights arising out of any continuance of or further subsequent default by the Supplier.

19. Notices

Any notice given or made under this Contract must be in legible writing, signed by the party giving or making it (or signed on behalf of such party by its duly authorised representative) and left at the address, sent by prepaid security post (or airmail if outside Australia) to the other party at its address appearing in the PO, or sent by email to the email address of the other party as set out in this Contract, or any other address notified by the parties for the purpose of service of notices. Notices are deemed to be properly given or served on the date of hand delivery or email or, if posted, on the second business day following posting.

20. Entire Agreement

This Contract and the documents referred to in it contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that

subject matter is replaced by this Contract and has no further effect. No general terms and conditions of the Supplier referred to in order confirmations or elsewhere applies, except as set out at clause 1 or unless expressly agreed in writing.

21. Governing Laws

This Contract is governed by the laws in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the Courts in New South Wales, Australia.