

TERMS AND CONDITIONS OF TRADE

1. Basis of the Terms

- 1.1 These Terms, together with any Credit Application and the relevant Purchase Order, form the agreement between the Customer and Supplier for the provision of the Goods.
- 1.2 Unless otherwise agreed in writing, in the event of any conflict or inconsistency between the Purchase Order, the Credit Application and these Terms, these Terms will prevail.
- 1.3 By:
- (a) proceeding with the purchase of any Goods from the Supplier;
 - (b) making any payment to the Supplier; or
 - (c) accepting the delivery of any Goods from the Supplier,
- the Customer accepts these Terms and agrees that these are the only Terms applicable to every contract with the Supplier, and that any other terms or conditions that may have previously appeared or that may appear on the Customer's purchase orders or otherwise, are excluded and superseded by these Terms.
- 1.4 The Supplier may vary these Terms provided it first gives thirty (30) days written notice to the Customer. The Supplier cannot vary the Terms for any Purchase Order that has already been accepted by the Supplier (unless otherwise agreed to by the Customer). During the notice period, the Customer may, in writing, withdraw any proposed Orders that the Supplier has not yet accepted, if those Orders will be subject to the new Terms. Any Order placed, or Goods supplied at the request of the Customer, after such thirty (30) day period, will be deemed to be the Customer's acceptance of the varied Terms.

2. Purchase Order

- 2.1 The Customer may submit an order to the Supplier for the provision of Goods from time to time.
- 2.2 An agreement is reached between the parties when the Supplier confirms its acceptance of an order (**Purchase Order**) from the Customer to purchase Goods.
- 2.3 The Supplier will not be deemed to have accepted an order by the Customer unless it has communicated acceptance to the Customer or has Delivered the Goods stated in the Purchase Order.
- 2.4 Each Purchase Order commences on the date of, or on such other date as may be specified in, the relevant Purchase Order and continues (subject to cancellation) until the parties have performed all of their obligations under the Purchase Order.

3. Change to a Purchase Order

- 3.1 Unless otherwise specified in these Terms, an accepted Purchase Order cannot be amended, cancelled or withdrawn by the Customer unless agreed by the Supplier.
- 3.2 A Customer may request a change to an accepted Purchase Order by making a request to the Supplier, setting out the details of the proposed change.
- 3.3 The Supplier is under no obligation to accept a change to a Purchase Order requested by the Customer under this clause 3.
- 3.4 The Supplier reserves the right to change the Price if a variation to the Purchase Order is requested by the Customer and accepted by the Supplier. Variations will be charged for on the basis of the changed Purchase Order.

4. Pricing

- 4.1 At the Supplier's discretion (acting reasonably), the Price shall be either:
- (a) the Price as at the date of the Purchase Order of the Goods according to the Supplier's then current price list; or
 - (b) the Supplier's quoted price which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days,
- 4.2 Unless otherwise specified by the Supplier or in a Purchase Order, all Prices are exclusive of duties, charges, freight, delivery, transport, taxes and GST.

5. Payment

- 5.1 Subject to clause 6, the Price for the Goods under a Purchase Order will be payable by the Customer as determined by the Supplier (acting reasonably), being:
- (a) on Delivery of the Goods;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any Supplier notice or other written agreement to the contrary, the date which is twenty eight (28) days following the date of any invoice given to the Customer by the Supplier.
- 5.2 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and the Supplier, such as credit card. Any fees associated with a payment method may be charged only where permitted by applicable law and the relevant payment provider's terms.

6. Credit

- 6.1 If the Customer wishes to purchase Goods on trade credit from the Supplier, then it must first apply for such trade credit by submitting a Credit Application with the Supplier, which application the Supplier may, in its sole discretion, refuse or accept.
- 6.2 Regardless of any payment date specified in any invoice issued by the Supplier or otherwise provided for in these Terms, the Customer must at all times ensure that the total amount outstanding remains within the pre-agreed trade credit limit set by the Supplier.
- 6.3 The Customer acknowledges and agrees that, in the course of providing trade credit under this clause, the Supplier may use or disclose personal information, including credit information, about the Customer, its Affiliates, its guarantors, directors and/or its personnel (as applicable) to a credit reporting body for the purposes of assessing a credit application and the Customer's commercial credit worthiness.
- 6.4 The Supplier may, at any time before or during the supply of Goods, require the Customer to provide financial statements, credit references, trade references or other information reasonably requested by the Supplier for the purpose of assessing the Customer's creditworthiness.

7. Payment Default

- 7.1 If the Customer fails to pay any invoice (or part thereof) by the due date, the Supplier may do any one, or all, of the following (to the maximum extent permitted by law):
- (a) charge the Customer interest on the outstanding portion of the invoice at 4% per annum above the Reserve Bank of Australia cash rate as published from time to time (unless otherwise specified in the Purchase Order) for the period from the due date until the date of payment in full;
 - (b) if the Supplier is providing credit to the Customer and the default is not remedied within fourteen (14) days of receiving written notice from the Supplier, register a credit default on the Customer's credit report;
 - (c) charge the Customer for all reasonable and substantiated costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with these Terms or to recover any Goods;
 - (d) suspend the supply of any further Goods, including under accepted Purchase Orders, to the Customer until such time as the Customer has paid the outstanding amount and any accrued interest in full; and/or
 - (e) if the default is not remedied within fourteen (14) days of receiving written notice from the Supplier, terminate any accepted Purchase Orders.

8. Delivery

- 8.1 Any period or date for delivery of Goods agreed to by the parties in relation to a Purchase Order (**Delivery Period**) is an estimate only and not a contractual commitment.
- 8.2 The Supplier will use its reasonable endeavours to deliver the

Goods to the Customer during the Delivery Period but, subject to clause 8.3, will not be liable for any loss or damage suffered by the Customer due to the Supplier's failure to meet the Delivery Period.

- 8.3 Delivery of the Goods is taken to occur at the time that the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. **(Delivery)**.
- 8.4 The Customer is, unless otherwise specified in a Purchase Order or agreed with the Supplier, responsible for all costs associated with Delivery, including freight, insurance and other charges arising from the point of dispatch of the Goods to the Customer to the point of Delivery.
- 8.5 If Delivery is attempted during the Delivery Period and is unable to be completed because the Customer or its nominated representative is not available at the agreed delivery address, the Supplier will notify the Customer and the Customer will have one (1) Business Day to arrange an alternative delivery time. If the Customer does not arrange an alternative delivery time within that period, the Customer is deemed to have taken Delivery of the Goods and is liable for reasonable and substantiated storage or re-delivery charges, to be invoiced by the Supplier in accordance with clause 4.2.
- 9. Acceptance and defects**
- 9.1 Promptly upon the Delivery of Goods, the Customer must inspect the Goods to determine whether the Goods meet the Specifications **(Acceptance Testing)**.
- 9.2 Subject to any applicable laws, the Customer will be deemed to have accepted Goods, and as a result:
- (a) the Supplier's obligations with respect to the Delivery of those Goods; and
 - (b) the Supplier's warranties under these Terms,
- will irrevocably be deemed satisfied on the earlier of:
- (c) the Acceptance Testing confirming that the Goods meet or exceed the Specifications; and
 - (d) the Customer does not notify the Supplier within a reasonable period of time following Delivery that the Goods the subject of the Purchase Order do not meet the Specifications.
- 9.3 If the Acceptance Testing confirms that the Goods do not meet or exceed the Specifications **(Rejected Goods)**, then the Customer must:
- (a) promptly notify the Supplier that, for the purposes of the relevant Purchase Order, the Rejected Goods have been rejected;
 - (b) promptly provide the Supplier with such information and evidence in support of the Customer's claim, as may be reasonably requested by the Supplier;
 - (c) allow the Supplier (at its cost) and its representatives a reasonable opportunity to inspect the Rejected Goods during ordinary business hours; and
 - (d) if the matter is undisputed, allow the Supplier (at its cost) to Deliver further Goods up to 20 Business Days after receiving notice of the Rejected Goods (or another agreed time) in order to satisfy the relevant Purchase Order.
- 9.4 Subject to any applicable laws, if the Supplier is unable to comply with clause 9.3(d) the Customer may elect to take either of the following actions as its sole course of action:
- (a) agree in writing with Supplier to accept a Delivery of substitute or alternate Goods; or
 - (b) by notice in writing to the Supplier, cancel the Purchase Order to the extent that it relates to the Rejected Goods and receive a refund for any monies paid by the Customer in connection with the Rejected Goods.
- 9.5 To the maximum extent permitted by law, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Customer failing to properly maintain or store the Goods;

- (b) the Customer using the Goods for any purpose other than that for which they were intended;
- (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent customer; or
- (d) the Customer failing to follow any instructions or guidelines provided by the Supplier in connection with the use, transportation or storage of the Goods.

9.6 Subject to any applicable laws, returns of Rejected Goods will only be accepted by the Supplier provided that:

- (a) the Customer has complied with the provisions of this clause 9; and
- (b) the Supplier has agreed that the Goods are defective and do not comply with the Specifications (acting reasonably); and
- (c) the Goods are returned within a reasonable time, at the Supplier's cost; and
- (d) the Goods are returned in as close a condition to that in which they were Delivered as is possible.

10. Passing of Property

10.1 Until the Supplier receives full payment in cleared funds for all Goods supplied by it to the Customer:

- (a) title and property in all Goods remains vested in the Supplier and does not pass to the Customer;
- (b) the Customer must hold the Goods as fiduciary bailee and agent for the Supplier;
- (c) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
- (d) the Customer must not sell, dispose or part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand;
- (e) if the Customer intermixes Goods with other goods then the Customer holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as the Supplier so directs;
- (f) the Customer must not charge or grant any security interest or any other encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier;
- (g) the Customer must hold the proceeds of sale of the Goods (including resulting goods when intermixed with other goods) on trust for the Supplier in a separate account with a bank to whom the Customer has not given security (however, failure to do so will not affect the Customer's obligation as fiduciary bailee); and
- (h) the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred; and
- (i) in addition to its rights under the PPSA, the Supplier may, on reasonable prior written notice to the Customer (except where immediate entry is required to prevent imminent loss, destruction or deterioration of the Goods), enter any premises where it suspects the Goods are and remove them, notwithstanding that they may have been attached to or intermixed with other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and, subject to any applicable laws, indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

11. Personal Property Securities Act

11.1 Despite any other provision of these Terms, the PPSA applies to these Terms.

11.2 For the purposes of the PPSA:

- (a) terms used in clause 11 that are defined in the PPSA have the same meaning as in the PPSA;
- (b) these Terms are a security agreement and the Supplier has a Purchase Money Security Interest in all present and future Goods supplied by the Supplier to the Customer and the proceeds of those Goods and/or collateral (account) being a monetary obligation of the Customer to the Supplier for Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Customer;
- (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time;
- (d) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by the Supplier on the Personal Property Securities Register; and
- (e) the security interest arising under this clause 11 attaches to the goods when the goods are collected or dispatched from the Supplier's premises and not at any later time.

11.3 Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

11.4 The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.

11.5 To the extent permitted by the PPSA, the Customer agrees that the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Supplier will apply only to the extent that they are mandatory or the Supplier agrees to their application in writing.

11.6 The Customer must immediately upon the Supplier's request:

- (a) do all things and execute all documents necessary to give effect to the security interest created under these Terms; and
- (b) procure from any person considered by the Supplier to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Supplier may at any time require.

11.7 The Supplier may allocate amounts received from the Customer in any manner the Supplier determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by the Supplier.

11.8 For the purposes of section 275(6) of the PPSA, the parties agree that any information pertaining to the sale of goods and details of the goods are Confidential Information. Neither party may disclose any information pertaining to the sale of the goods, except as required by law or otherwise permitted under clause 16 of these Terms.

12. Risk

12.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery, and the Customer must insure the Goods on or before Delivery.

12.2 If any of the Goods are damaged or destroyed following Delivery but prior to title passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

12.3 If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.

12.4 The Goods are sold to the Customer on the basis that the Customer warrants that it has all necessary licences, permits and authorisations required to purchase and use of the Goods for their intended use.

12.5 Subject to any applicable laws, the Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use (including consumption) or possession of the Goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee in relation to the Goods (including under the ACL).

13. Liability

13.1 Except as otherwise provided by these Terms, or as contained in any express warranty provided in relation to the Goods, these Terms and any Purchase Orders do not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or any contractual remedy for their failure and all such liability is excluded to the maximum extent permitted by law.

13.2 Nothing in clause 13.1 excludes, restricts or modifies:

- (a) the application of any consumer guarantee in the ACL (**Consumer Guarantee**) or any similar provision in the law of any State or Territory that cannot be excluded, restricted or modified (**Similar Provision**);
- (b) the exercise of any right conferred by a Consumer Guarantee or Similar Provision; or
- (c) the Supplier's liability under any Consumer Guarantee or Similar Provision.

13.3 To the maximum extent permitted by law, the Supplier's liability under any Consumer Guarantee or Similar Provision or in relation to the Goods is limited, at the Supplier's option, to the replacement of those Goods or the supply of equivalent Goods.

13.4 To the maximum extent permitted by law, if the Customer on-supplies the Goods to a Consumer the Supplier's liability in relation to the Goods will be limited to the lesser of the cost of the Consumer replacing the Goods or obtaining equivalent goods.

13.5 If the Supplier is required to replace the Goods or obtain equivalent goods under these Terms or the ACL but is unable to do so, the Supplier must refund any money the Customer has paid for the Goods.

13.6 Neither party is liable for any Consequential Loss howsoever arising under or in connection with these Terms.

13.7 To the maximum extent permitted by law, the Supplier's total aggregate liability in connection with these Terms and any Purchase Order is limited to the total Price paid by the Customer under the relevant Purchase Order to which the claim relates.

13.8 The Customer acknowledges that it:

- (a) has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the Goods or their use or application; and
- (b) has the sole responsibility of satisfying itself that the Goods are suitable for the use of the Customer.

13.9 Nothing in these Terms or a Purchase Order is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State, Territory or Federal legislation in Australia, or any law which cannot be excluded, restricted or modified.

14. Cancellation

14.1 Without limiting the remaining provisions of these Terms, a party may cancel a Purchase Order in any of the following circumstances:

- (a) the other party enters into bankruptcy, liquidation or other arrangement with its creditors, has a receiver or receiver and manager appointed over all or part of its assets, enters into administration or becomes insolvent (subject to any applicable restrictions on the exercise of such rights under the Corporations Act 2001 (Cth), including the ipso facto stay provisions under Parts 5.1, 5.3A and 5.3B of that Act); or
- (b) the other party is materially in breach of its obligations under these Terms and does not remedy that breach within ten (10) days of receiving notice from the other party

requiring it to do so.

- 14.2 Cancellation of a Purchase Order by either party in accordance with these Terms is without prejudice to that party's other remedies, including the Supplier's right to recover payment from the Customer for any Goods previously supplied by the Supplier to the Customer.

15. Force Majeure

- 15.1 To the maximum extent permitted by law, neither party is liable in any way, however arising, under the Terms to the extent that it is prevented from performing its obligations as a result of Force Majeure Event (other than in respect of any obligation to make payment of money to the other party).
- 15.2 If a Force Majeure Event occurs the affected party must promptly notify the other party of the Force Majeure Event and may by written notice to the other party suspend performance of its obligations under the affected Purchase Order(s) to the extent to which it is unable to perform its obligations.
- 15.3 If a Purchase Order is continuously affected by a Force Majeure Event for thirty (30) days or more, either party may without affecting the accrued rights and obligations of the parties as at the date of termination terminate the Purchase Order by written notice to the other party, and the Supplier will refund to the Customer any amount paid for Goods that the Supplier is unable to make available for Delivery to the Customer as a direct result of the Force Majeure Event.

16. Confidentiality

- 16.1 A party (**Recipient**) that receives Confidential Information from the other party (**Discloser**) must maintain confidentiality in relation to the Confidential Information of the other party and must:
- (a) not divulge the Discloser's Confidential Information to any third party (except as specified in clause 16.2);
 - (b) not use or exploit the Confidential Information of the Discloser, except to the extent necessary for the purposes of these Terms or a Purchase Order;
 - (c) not make any copies or reproductions, or computerise, document or duplicate, any part of the Discloser's Confidential Information; and
 - (d) not make any improvements or modifications to the Discloser's Confidential Information,
- without the prior written approval of the Discloser.
- 16.2 A Recipient must not disclose any of the Discloser's Confidential Information to a third party except:
- (a) on a need to know basis to the Recipient's personnel or consultants for the purposes of these Terms and a Purchase Order;
 - (b) if required by law; or
 - (c) where the Recipient has obtained the Discloser's prior written consent to such disclosure.
- 16.3 The Recipient must, immediately upon the Discloser's request, return to the Discloser or destroy any and all of the Discloser's Confidential Information in the Recipient's possession.

17. Dispute Resolution

- 17.1 Without limiting a party's right to terminate under clause 14, if a dispute arises between the parties concerning these Terms or a Purchase Order (**Dispute**), the parties may not commence any court proceedings unless they have complied with this clause 17, except where a party seeks urgent interlocutory relief.
- 17.2 A party claiming a dispute has arisen must first serve written notice of the Dispute on the other party specifying the nature of the dispute (**Dispute Notice**).
- 17.3 Within a reasonable period following receipt of a Dispute Notice, the parties' chief executive officers or appointed senior management representatives will endeavour in good faith to resolve the Dispute by negotiation.
- 17.4 If the parties cannot resolve the Dispute by negotiation in accordance with clause 17.3 within 30 days from the date of service of the Dispute Notice, then either party will be entitled to

proceed to take whatever action it sees fit in connection with the Dispute, including commencing litigation.

- 17.5 Despite the existence of a Dispute, each party must continue to perform its obligations under these Terms.

18. Miscellaneous

- 18.1 These Terms and any Dispute are governed by the laws of New South Wales, Australia. For the determination of any matter, including any (contractual and non-contractual) Dispute, the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and of courts entitled to hear appeals from those Courts.
- 18.2 A party's failure to enforce any of these Terms shall not be construed as a waiver of that party's rights or remedies.
- 18.3 If a clause is invalid or unenforceable in a relevant jurisdiction, it must be read down to the minimum extent necessary to make it enforceable or, if it cannot be so read down, severed for that jurisdiction, without affecting the enforceability of the remaining provisions of these Terms.
- 18.4 A notice must be in writing and handed personally or sent by email or prepaid mail to the last known address of the addressee. A party may change its notice details by giving written notice to the other party. A notice or other communication is deemed served:
- (a) if served personally or left at the party's address, upon service;
 - (b) if posted within Australia to an Australian address, five (5) Business Days after posting and in any other case, ten (10) Business Days after posting;
 - (c) if served by email, subject to clause 18.4(d), at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; or
 - (d) if received after 5.00pm in the place of receipt or on a day which is not a Business Day in the place of receipt, at 9am on the next Business Day in that place.
- 18.5 Each party warrants to the other that it has the full power and authority to enter into and perform these Terms.
- 18.6 The Customer may not assign or novate all or any part of its rights and/or obligations under these Terms without the Supplier's consent.
- 18.7 The Supplier may engage subcontractors but will not be relieved from any liability or obligation of it under these Terms by so doing. The Customer has no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
- 18.8 The parties acknowledge and agree that their relationship under these Terms is that of independent contractors and nothing in these Terms or a Purchase Order should be construed as creating a relationship of employer/employee, principal/agent, partnership or joint venture.
- 18.9 Each party must comply at all times with all applicable Privacy Laws in connection with the handling of any personal information. The Supplier handles personal information in accordance with its Privacy Policy, a link to which can be found here: <https://www.nh-foods.com.au/privacy-policy/>
- 18.10 Nothing in these Terms or a Purchase Order transfers or assigns any ownership, right or title in or to the Supplier's Intellectual Property Rights subsisting in the Goods and related documentation or otherwise.

19. Definitions

In these Terms:

ACL means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and its associated regulations as amended;

Affiliate means, in relation to a party, any subsidiary or holding company of (and any subsidiary of such holding company) and any entity which from time to time controls, is directly or indirectly controlled by, in control of, or under common control with a party, and in the case of the Supplier means any subsidiary (or holding) company of NH Foods Australia Pty Ltd.

Business Day means any usual business day in Sydney, New South Wales, Australia, being Monday to Friday each week, excluding public or bank holidays;

Confidential Information means: (a) all business and financial information of a party, and information concerning the goods and/or related services; (b) any information that would at law be considered secret or confidential information of a party; and (c) any intellectual property rights owned or licensed by a party, but does not include information which: (d) at the time of disclosure by a party is in the public domain; (e) after disclosure to a party, becomes part of the public domain otherwise than by disclosure in breach of these Terms; (f) is or becomes lawfully available to a party from a third party who has the lawful power to disclose such information to that party on a non-confidential basis; or (g) which is rightfully known or independently developed by a party prior to the date of disclosure;

Consequential Loss means any loss or damage that does not arise naturally and directly from a breach of this agreement in the ordinary course of events, including loss of opportunity, loss of anticipated savings, loss of contract, loss of goodwill, loss of business reputation, wasted management time, and any exemplary or punitive damages.

Credit Application means the application form (in such form as the Supplier may require from time to time) submitted by the Customer to the Supplier for the purpose of applying for trade credit in connection with the purchase of Goods;

Customer means the party, jointly and severally if more than one, acquiring goods and/or related services from the Supplier, as specified in the applicable Purchase Order;

Force Majeure Event means an act of God, war, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances, a governmental restraint, a shortage or unavailability of Goods or transportation, and any other event which is not within the reasonable control of a party, including without limitation climate conditions and acts of nature (including drought, fires, earthquakes and floods), pandemics, epidemics, embargos, accidents, quarantine restrictions, diseases and pests and availability or breakdown of machinery;

Goods means the processed livestock goods supplied by the Supplier to the Customer under a Purchase Order;

GST means GST within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended;

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries (and applications for the same);

Purchase Order means an order accepted by the Supplier, after an order is made by the Customer for the provision of Goods and/or related services by the Supplier (or its Affiliate) based on these Terms;

PPSA means the *Personal Property Securities Act 2009* (Cth) and its associated regulations as amended from time to time;

Price means the price quoted for the supply of the Goods as set out in the relevant Purchase Order;

Privacy Act means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles, together with all orders and statutory codes of conduct and guidance applicable under each, and as each may be amended or updated from time to time;

Privacy Laws means the Privacy Act and any other applicable laws relating to privacy, data protection, or the collection, use, storage or disclosure of personal information, as amended or updated from time to time;

Specifications means the specifications for the Goods specified in the Purchase Order;

Supplier means NH Foods Australia Pty Ltd ACN 001 548 401 (NH Foods) or any one of its Affiliates providing Goods to the Customer, as more particularly specified in the applicable Purchase Order, its successors and assignees or any other person acting on behalf or with the authority of NH Foods; and

Terms means these Terms and Conditions of Trade.