



## Teys Supplier Terms and Conditions

### 1. Interpretation

In the interpretation of these Terms unless the context otherwise requires:-

- (a) Words denoting any gender include all other genders.
- (b) Words denoting persons include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporate, and vice versa.
- (c) References to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns.
- (d) Any obligation on the part of two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (e) Words expressing the singular include the plural and vice versa.
- (f) Headings are included for convenience only and do not affect the interpretation of this Agreement.
- (g) References to the Contract are to the Contract as amended supplemented or varied from time to time.
- (h) References to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (i) References to "\$" and "dollars" are to Australian dollars.
- (j) References to writing include typing, telex, facsimile and all other means of reproducing words in a permanent and visible form.
- (k) References to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it.
- (l) References to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred, refer to the institute, association, body or authority established or constituted in its place or which substantially succeeds to its powers or functions.
- (m) No rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Contract or any part of it.

### 2. Definitions

2.1 In these Terms the following terms have the following meanings:

**"Authority"** means any government or statutory body.

**"Category A Supplier"** means a supplier who supplies Goods or Services to Teys and those Goods or Services:

- (i) have direct contact with Teys' Products; and
- (ii) may detrimentally affect the food safety of Teys' Products.

**"Category B Supplier"** means a supplier who supplies Goods or Services to Teys and those Goods or Services:

- (i) have indirect contact with Teys' Products; and
- (ii) may detrimentally affect the food safety of Teys' Products.

**"Claims"** means:

- (i) any claim, legal action or liability for damages or compensation;
- (ii) liability to pay any fine or penalty;
- (iii) expenses, including legal costs; and
- (iv) consequential losses.

**"Confidential Information"** means these terms and conditions, any information relating to the Teys' business, dealings, finances, computer information, systems, marketing practices or any other systems of the Teys' businesses, Teys or any associates of Teys.

**"Contaminant"** means any substance that may cause contamination or environmental harm, including fuel and chemicals.

**"Contract"** means the contract constituted by the Purchase Order and these Terms and Conditions.

**"Externally Administered Body Corporate"** has the meaning defined in the *Corporations Law*.

**"Defective"** means Goods or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate, incomplete or an unauthorised substitution.

**"Goods"** means the goods specified in the Purchase Order.

**"GST"** means the GST referred to in the *A New Tax System (Goods and Services Tax) Act 1999*.

**"Information"** means all plans, specifications, data, policies, permits, financial information, marketing strategies, details of systems and modes of operation, and other documents or information about Teys or the Goods or Services.

**"Intellectual Property"** includes patents, plans, specifications, data, marketing strategies, details of systems and modes of operation, designs, copy right and trademarks.

**"Laws"** means all Federal, State and Local laws, including any regulations or orders made pursuant to them, and any standards or codes of practice referred to in them.

**"Purchase Order"** means the document used by Teys to place an order with the Supplier. The document may be in electronic form.

**"Sanctions Rules"** means any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limitation those of the EU, the UK, the US and the UN.

**"Services"** means the services specified in the Purchase Order, and includes delivery and installation of the Goods.

**"Special Terms and Conditions"** means the additional terms specified on the Teys Australia website accessible at [www.teysaust.com.au](http://www.teysaust.com.au) or attached to the Purchase Order.

**"Terms and Conditions"** means these Teys Supplier Terms and Conditions.

**"Teys"** means Teys Australia Pty Ltd and its Related Bodies Corporate as defined in the *Corporations Act 2001 (Cth)* as shown on the Purchase Order.

**"Teys Product"** means beef and beef by-products processed by Teys and other proteins purchased by Teys for further processing.

**"Supplier"** means any person who supplies or agrees to supply Goods or Services to Teys.

### 3. Application of Standard Terms and Conditions

3.1 These Terms and Conditions apply to all Goods and Services purchased by Teys.

3.2 To the extent the Supplier's terms and conditions are supplied to Teys (including as printed on quotations, tender offers, invoices, delivery dockets, consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of the Purchase Order (even if any representative of Teys signs those terms and conditions or annexes the terms and conditions to a Purchase Order).

### 4. Special Terms and Conditions

4.1 In addition to these Terms and Conditions, the Special Terms and Conditions apply to Teys Category A Suppliers and Teys Category B Suppliers, which can be accessed on the Teys Australia website at [www.teysaust.com.au](http://www.teysaust.com.au).

4.2 If the Special Terms and conditions are inconsistent with these Terms and Conditions, the Special Terms and Conditions prevail to the extent of any inconsistency.

## 5. Ordering and Acceptance

- 5.1 Teys may offer to purchase Goods or Services by delivering a Purchase Order to the Supplier.
- 5.2 Except as otherwise expressly agreed in writing and signed by both parties, the Purchase Order is an offer, which is accepted by the Supplier upon the supply of the Goods or the commencement of the Services.
- 5.3 The Purchase Order once accepted, combined with these Terms and Conditions represents the parties' entire agreement in relation to the purchase of the Goods or Services and supersedes all tendered offers (except to the extent they are incorporated into the Purchase Order in writing) and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

## 6. Price

- 6.1 The price payable for the Goods or Services is the price shown on the Purchase Order.
- 6.2 Subject to clauses 10 and 12, Teys must pay the Supplier the Price for the Goods or Services as specified on the Purchase Order.
- 6.3 Amounts shown on the Purchase Order are exclusive of GST, unless otherwise specified.
- 6.4 The Supplier must not add any other amount to the price, unless specified on the Purchase Order or approved by Teys. For example:
- (a) the Supplier cannot add taxes, tolls, freight charges, insurance costs, travel costs, fuel costs, packaging costs, the cost of special tools or hire charges to the price; and
  - (b) with respect to a Purchase Order for maintenance or repair, the cost of parts must first be approved by Teys.

## 7. Invoice and Payment

- 7.1 Upon delivery of the Goods or completion of the Services, the Supplier must provide to Teys a valid tax invoice, which must include the information set out in clause 7.2.
- 7.2 All invoices must include the following details:
- (a) a reference to the Purchase Order or a relevant agreement (if any) including the line item numbers on the Purchase Order;
  - (b) a detailed description of the delivered Goods or the Services performed, including the delivery date and/or period of Service in respect of which the invoice relates and the relevant quantity;
  - (c) an individual reference number for Teys to quote with remittance of payment;
  - (d) the Price relating to the Goods or Services, broken down to reflect the same Price components on the Purchase Order;
  - (e) the amount of any applicable GST; and
  - (f) Teys site address and Teys contact name.
- 7.3 Teys is not obliged to pay any invoice submitted in accordance with clause 7.1, and may withhold payment of money due to the Supplier under the Purchase Order or a relevant agreement if the Goods or Services (or any part of them) are Defective.
- 7.4 Subject to clause 7.3, Teys will pay all invoices that comply with clause 7.2 within 30 days of end of month of the date the invoice is received by Teys.
- 7.5 Teys may reduce any payment due to the Supplier under the Purchase Order or the related agreement by any amount which the Supplier must pay Teys including costs, charges, damages and expenses and any debts owed by the Supplier to Teys on any account whatsoever.
- 7.6 Payment of an invoice is without prejudice to any rights Teys may have against the Supplier in respect of a breach of the Contract.

## 8. Goods and Services Tax

- 8.1 If GST is imposed on any supply of the Goods or Services provided by the Supplier under a Purchase Order, the Supplier may recover from Teys, in addition to the Price, an amount equal to the GST payable in respect of that Supply. The Supplier must first provide Teys with a valid tax invoice before Teys will pay the GST amount to the Supplier.

## 9. Performance of Services

- 9.1 The Supplier must:
- (a) perform the Services in a proper and workmanlike manner to the standards of skill and care normally exercised by qualified and experienced persons in the performance of similar services;
  - (b) perform the Services at the time and place specified in the Purchase Order, or as subsequently notified by Teys;
  - (c) complete the Services, or each designated stage of the Services, by the date/s specified in the Purchase Order, or as subsequently notified by Teys;
  - (d) perform the Services with reasonable expedition;
  - (e) where the Services involve transportation of livestock, follow the route designated by Teys to and from Teys' premises;
  - (f) comply with all industry standards which are relevant to performance of the Services, or which Teys directs the Supplier it must comply with; and
  - (g) where the Services are performed on Teys' premises, comply with all of Teys' site conditions and policies, and all safety directions given by Teys.

## 10. Defective Services

- 10.1 If the Services are not performed in accordance with the Contract, the Supplier must at Teys' request rectify the defect and perform the Services in accordance with the Contract, at no additional cost to Teys. This is without prejudice to any other rights Teys may have against the Supplier for breach of the Contract.

## 11. Supply of Goods

- 11.1 The Supplier warrants that:
- (a) it has the right to sell the Goods;
  - (b) the Goods are free of encumbrance;
  - (c) if the Goods are sold by description, they will correspond with the description;
  - (d) if the Goods are sold by sample, they will correspond with the sample;
  - (e) the Goods are fit for their purpose, of merchantable quality, not Defective, free of disease, and free of infestation by pests;
  - (f) the Goods comply with all applicable Laws;
  - (g) if the Goods are sold for the purpose of export, they comply with all export requirements;
  - (h) the Goods are of the quality required by relevant industry standards and any industry agreements to which Teys is a party; and
  - (i) use of the Goods will not cause environmental harm.
- 11.2 The Supplier must:
- (a) comply with Teys' delivery instructions, including instructions as to:
    - (i) the date, time and place for delivery; and
    - (ii) the authorised recipient for the goods;
  - (b) safely and securely pack and prepare the Goods for shipment;
  - (c) if specified on the Purchase Order or requested by Teys, remove all packaging after delivery at no additional cost to Teys;
  - (d) when delivering the goods, obtain acknowledgement of delivery from Teys on a delivery docket which describes the Goods and specifies the Purchase Order number; and
  - (e) provide Teys with a copy of the delivery docket when delivering the Goods.
- 11.3 The Supplier must not:
- (a) deliver the Goods by instalments, unless approved by Teys; or
  - (b) leave the Goods unattended at Teys' premises.
- 11.4 Title in the Goods passes to Teys:
- (a) when the Goods are delivered to Teys; or
  - (b) when Teys pays for the Goods, whichever is earlier.
- 11.5 Risk in the Goods passes to Teys:
- (a) when Teys signs a document acknowledging delivery of the Goods; or

- (b) when Teys pays for the Goods, whichever is later.
- 11.6 However, if the Goods are to be installed by the Supplier at Teys' premises, then title and risk passes when they are installed.
- 11.7 Receipt of the Goods by Teys does not by itself constitute acceptance of the Goods. Any rights that Teys may have in connection with a breach of any warranty contained in clause 11.1, or any other breach of the Contract continues even if:
- (a) Teys has taken delivery of the Goods;
  - (b) Teys has signed a delivery docket in respect of the Goods; or
  - (c) title and risk in the goods have passed to Teys.
- 11.8 Teys may inspect and test the Goods:
- (a) during manufacture, if the Supplier or a contractor of the Supplier is manufacturing the Goods; and
  - (b) prior to delivery of the Goods, at the Supplier's premises.

## 12. Defective Goods

- 12.1 If any Goods supplied to Teys:
- (a) are not in accordance with the warranties contained in clause 11.1; or
  - (b) have not been supplied in the quantity requested in the Purchase Order, then:
    - (i) Teys may, at its election, reject all or some of the Goods;
    - (ii) the Supplier must, if requested by Teys, remove the rejected Goods from Teys' premises at no cost to Teys; and
    - (iii) the Supplier must, if requested by Teys, repair or replace the rejected goods at no additional cost to Teys. This is without prejudice to any other rights Teys may have against the Supplier for breach of the Contract.
- 12.2 If Teys rejects Goods under this clause Teys is not obliged to pay for them, and title and risk passes back to the Supplier (if title and risk had already passed to Teys).

## 13. Confidential Information

- 13.1 The Supplier must treat all Information which Teys provides to the Supplier or which otherwise originates from Teys which is of a confidential nature (including, but limited to, the Purchase Order and all of Teys' Intellectual Property Rights, Specifications, strategies, projects, plans and financial information) as Confidential Information and must not, without the prior written consent of Teys, disclose, use or copy (or cause or allow to be disclosed, used or copied) any of that information other than for the performance of its obligations under the Purchase Order.
- 13.2 The Supplier warrants and undertakes to protect the interests of Teys in any of Teys' Intellectual Property Rights and Confidential Information in the Supplier's control or possession and will only disclose, use or copy those Intellectual Property Rights and confidential information (or cause or allow it to be disclosed, used or copied) to the extent necessary for the performance of the Supplier's obligations under the Purchase Order and as authorised in writing by Teys.
- 13.3 The obligations set out in this clause survive termination or expiration of the Purchase Order.
- 13.4 The Supplier has reciprocal rights and obligations set out in this clause.

## 14. Advertising

- 14.1 The Supplier must not, without Teys' consent, publish or advertise that Teys is a customer of the Supplier or any details of the dealings the Supplier has with Teys or Teys' operations. Teys may withhold its consent in its absolute discretion.

## 15. Intellectual Property

- 15.1 All Intellectual Property Rights owned by Teys remains and will remain the property of Teys.
- 15.2 If any of the Goods or Services have been specifically designed for or requested by Teys under a Purchase Order, the Supplier will vest ownership of all Intellectual Property Rights in, and relating to the Goods or Services in Teys.
- 15.3 The Supplier has reciprocal rights and obligations set out in this clause.

## 16. Supplier's Warranties

- 16.1 The Supplier warrants that:
- (a) all information contained in its catalogues, price lists, brochures and advertising material is accurate and correct;
  - (b) it and its employees, agents and contractors have the necessary expertise and qualifications to perform the Services;
  - (c) any equipment or vehicles it uses to perform the Services:
    - (i) are in good working order and repair; and
    - (ii) have passed all inspections, and are certified and registered as required by any Authority or under any Law;
  - (d) it and its employees, agents and contractors hold all necessary permits, licences, certificates and registrations necessary to perform the Services;
  - (e) the Services will be performed and the Goods are manufactured in a manner which will not cause environmental harm;
  - (f) the Goods are manufactured in a workplace using best workplace health and safety standards; and
  - (g) it has examined and understands all documentation provided to it by Teys in connection with the provision of the Goods or performance of the Services including where applicable Teys' policies and manuals, plans and specifications of works.

## 17. Compliance With Statutory Requirements

- 17.1 The Supplier must comply with all Laws which are applicable to:
- (a) the performance of the Services;
  - (b) the manufacture, sale, delivery, labelling and quality of the Goods;
  - (c) the operation of any equipment used in performing the Services; and
  - (d) the conduct of the Supplier's business.

## 18. Compliance With Sanction Rules

- 18.1 The Supplier confirms in connection with this Contract and/or the business resulting therefrom that:
- (a) neither the Supplier nor the Supplier's Personnel is a restricted party under the Sanctions Rules;
  - (b) neither the Supplier nor the Supplier's Personnel is owned or controlled by one or more restricted parties under the Sanctions Rules;
  - (c) the Supplier will immediately inform Teys should the Supplier and/or any of the Supplier's Personnel become a restricted party under the Sanctions Rules;
  - (d) the Supplier will at all times act in compliance with the Anti-Corruption Laws;
  - (e) the Supplier will at all times act in compliance with the Sanctions Rules, in particular but not limited to the prohibition to make funds or economic resources available, directly or indirectly, to or for the benefit of any person, entity or body targeted as a restricted party under Sanctions Rules, unless authorized by a relevant authority to the satisfaction of Seller;
  - (f) The Supplier will at all times act in compliance with any applicable import and/or export laws and regulations; and
  - (g) The Supplier will not do anything which is otherwise in breach of, or would cause Teys to be in breach of, any Anti-Corruption Laws or Sanctions Rules
- 18.2 Teys shall not be obliged to perform any obligation under this Contract, and shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, if Teys in its sole discretion determines that such performance would be in violation of, inconsistent with, or could expose Teys to any negative consequences under Anti-Corruption Laws, or Sanctions Rules.
- 18.3 Teys may terminate this Contract immediately upon written notice to the Supplier where Teys determines in its sole discretion that the Supplier has breached this Compliance Clause, and the Supplier shall indemnify Teys from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of this Compliance Clause. This Compliance Clause shall survive any termination of the Contract.

## 19. Indemnities and Releases

- 19.1 The Supplier indemnifies Teys against all Claims Teys incurs as a result of:

- (a) the Supplier's negligent act, or failure to act;
- (b) the Supplier's breach of the Contract;
- (c) any Supplier's breach of any warranty contained in these Terms and Conditions;
- (d) any product liability claim or product recall relating to the Goods;
- (e) any death or injury to a person, or that of a third party caused by the negligent act or omission of the Supplier; and
- (f) the Supplier's breach of any Laws.

For the purposes subclauses (a) to (f) above, "Supplier" includes the Supplier's officers, employees, agents and contractors.

19.2 The Supplier releases Teys from all Claims for injury, death, and damage to or destruction of property which occur:

- (a) on Teys' property;
- (b) in connection with performance by the Supplier of the Services; or
- (c) in connection with supply by the Supplier of the Goods, unless caused by Teys' negligence.

19.3 The Supplier acknowledges and accepts all risks associated with performing the Services and delivering the Goods, including the risk of acquiring disease when in the vicinity of livestock.

## 20. Damage to Teys' Property

20.1 If the Supplier causes damage to Teys' property in performing the Services or delivering the Goods it must at Teys' request rectify the damage or compensate Teys for the damage.

## 21. Prohibitions on Supplier

The Supplier must not permit or cause the release of any Contaminant onto Teys' property.

## 22. Assignment and Subcontracting

22.1 The Supplier must not assign the Contract or subcontract supply of the Goods or Services, without Teys' consent.

22.2 Teys may withhold its consent in its absolute discretion, or grant consent subject to conditions.

## 23. Insurance

23.1 The Supplier must carry:

- (a) workers compensation insurance required by law;
- (b) current public and product liability insurance providing coverage for an amount per event of at least \$10,000,000; and
- (c) any such other insurances as may be reasonably required by Teys from time to time.

23.2 The Supplier must provide Teys with a certificate of currency for any insurance policy required to be taken out under this clause.

## 24. Suspension

Teys may suspend all or part of the supply of the Goods and or Services at any time for any period of time by notice in writing to the Supplier. The Supplier must comply with the notice and recommence supply when notified by Teys. The Supplier will not be entitled to any additional payment arising as a result of the suspension.

## 25. Cancellation and Termination

25.1 Teys may at its option cancel an undelivered Purchase Order wholly or partly, whether or not the Supplier has started production to meet the order.

25.2 Teys' liability will be to pay for materials manufactured and supplied in accordance with the Purchase Order up to the date of cancellation, and upon such payment, title to and property in all those materials and other items shall pass to Teys.

25.3 Where the Purchase Order is for Services which are to be provided on a periodic or progressive basis, Teys may terminate the Contract at any time by giving 7 days' notice to the Supplier. This is without prejudice to any rights which accrued to either party under the Contract prior to termination

## 26. Termination by Default

26.1 Teys may terminate the Contract by notice to the Supplier if:

- (a) the Supplier breaches the Contract and does not remedy the breach within 7 days after receiving notice from Teys requiring it to do so;
- (b) the Supplier becomes an Externally Administered Body Corporate; or
- (c) the Supplier commits an act of bankruptcy or becomes bankrupt.

26.2 If Teys terminates the Contract under clause 26.1 and engages another supplier to fulfil the Purchase Order, the Supplier must reimburse Teys to the extent that the costs of the alternative arrangements exceed the price that was payable to the Supplier under the Contract. This does not limit any other rights Teys may have against the Supplier for a breach of the Contract.

## 27. Variation

No agreement or understanding varying or extending the Purchase Order, including in particular the scope of the Goods and/or Services in the Purchase Order, is legally binding upon either party unless in writing and agreed by both parties.

## 28. Waiver

28.1 The failure of either party to exercise any right arising as a result of a breach by the other will not waive that right, nor will any practice developed between the parties waive or lessen their rights under the Contract.

## 29. Governing Law

29.1 The Contract will be construed in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the Queensland Courts notwithstanding the domicile or residence of any party or the occurrence of any act, matter or thing outside of Queensland, or the jurisdiction of those Courts

## 30. Arbitration

30.1 If a dispute arises in relation to Goods or Services supplied by the Supplier to Teys then Teys may at any time prior to determination by a Court require that such dispute or part thereof be determined by arbitration according to the *Commercial Arbitration Act 2013 (Qld)*. There will be a single arbitrator appointed by agreement between the parties, or failing agreement as nominated at the request of either party by the President of the Queensland Law Society. The arbitrator's decision is final and binding subject to any right of appeal under the *Commercial Arbitration Act 2013 (Qld)*.

## 31. Severance

31.1 If any provision of the Contract is, for any reason, considered or found by a Court of competent jurisdiction or any competent Authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract and will be deemed never to have been part of the Contract. The remainder of the provisions of the Contract will remain in full force and effect unless the basic purposes of the Contract are defeated.

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