



TEYS AUSTRALIA LIVESTOCK CONTRACT (FEEDER CATTLE)

PLEASE RETURN WITHIN 12 HRS OF RECEIVING THIS FORM

SAN (office use):

Teys Australia agree to purchase from:

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Vendors ABN: \_\_\_\_\_

Vendor registered for GST? Yes  No  Hobby farmer? Yes  No

Description of stock & approximate numbers

Table with 7 columns: No., Sex, Grid, Breed, Comments, Delivery Date, PIC No.

The Purchase Grid as listed above applies to this contract and has been received by the Vendor of the consigning cattle Tick if correct

CATTLE CONSIGNED TO: (The "Buyer") (Tick Destination)

Teys Australia Beenleigh Pty Ltd (ABN 97009672459) Jindalee NA52296  Charlton 3BUVR000  Other

PRIOR TREATMENTS & DECLARATIONS

HGP Treated? Yes  No  Type: \_\_\_\_\_ Date Given: \_\_\_\_\_

Bovilis MH + IBR Treated? Yes  No  Date Given: \_\_\_\_\_

Bovilis: Vendor supplied:  Teys Australia supplied:  Batch No.: \_\_\_\_\_ Bottle ID: \_\_\_\_\_

The Animals consigned are vendor bred (tick if correct).  Bottle ID: \_\_\_\_\_

The Livestock listed have been in my possession for 60 (sixty) days or more (tick if correct).  Bottle ID: \_\_\_\_\_

Heifers consigned have been preg-tested by a Veterinarian (tick if correct).  Exp. Date: \_\_\_\_\_

For EU heifers only: These cattle have not previously calved (tick if correct).

TRANSPORT PAYMENT

Carrier Name \_\_\_\_\_ Payment & Recipient created tax invoice to be made to:

Vendor arranged transport & pay freight  Vendor  Agent

Teys Australia pays Freight  Vendor Account Name: \_\_\_\_\_

Teys Australia pays & deducts from Vendor  OR Agency Name: \_\_\_\_\_

BSB: \_\_\_\_\_ Account Number: \_\_\_\_\_

Shrink Percentage \_\_\_\_\_% Agent Email: \_\_\_\_\_

ABN of Entity to be paid: \_\_\_\_\_

DELIVERY TIMES

Condamine cattle deliveries: Monday - Wednesday 7:00am to 3:00pm. Cattle processed Wednesdays & Thursdays.

Jindalee cattle deliveries: Monday & Tuesday 7:00am to 2:00pm, Wednesday 7:00am. Cattle processed Tuesday - Thursday.

Charlton cattle deliveries: Monday - Wednesday 7:00am to 3:00pm. Cattle processed Tuesday - Thursday.

CONTRACT CONDITIONS

Curfews- All cattle weighed at feedlot may be subject to a percentage shrink dependant on the distance travelled (please see applicable feeder grid) and all cattle privately weighed are subject to percentage shrink (except on 12 hour curfew held in weighing area).

Payment is made to the above vendor within 5-12 Business Days of processing. All cattle are sold on basis of Owners Risk

The Vendor/Supplier/Seller/Authorised person (hereafter "Vendor") warrants that stock listed on this agreement are free from Mortgage or any Encumbrance.

This contract is subject to the deduction of cattle and livestock transaction levy in accordance with the Cattle Transaction Levy Act 1990.

The Vendor gives their permission and has requested the Buyer to issue recipient created tax invoices for Supplies the Vendor makes in this agreement and the Vendor confirms that they are registered for GST and will not issue a taxable invoice for the transaction. Recipient Created Tax Invoices (RCTI) will not be issued when any of the RCTI requirements are no longer met. The Buyer is registered for GST and will advise Vendor when it ceases to be registered for GST.

Unsound cattle are on the basis of Owners Risk. Owners Risk means that the sale and payment by the Buyer for the cattle is conditional and the Buyer will not be required to make payment to the vendor for the cattle. Payment by the Buyer for the cattle is also conditional on there being no outbreak or suspected outbreak of Bovine Spongiform Encephalopathy or Foot and Mouth Disease in Australia after the date of the contract. If any of these events occur the Buyer shall be entitled to terminate the contract and the Buyer will not be required to make payment to the Vendor for the cattle. Upon termination the Vendor shall be entitled to the return, at its own cost, of cattle.

All heifers are to be PTE (pregnancy tested empty) prior to entering the feedlot. Deductions may apply to heifers found to be in calf.

The sale is subject to the vendor being LPA accredited or provisionally accredited and providing us with a LPA National Vendor Declaration.

All cattle must have an NLIS device. Missing NLIS tags incur a replacement fee of \$15/tag. Cattle with rumen boluses will not be accepted. EU accredited cattle must also have any other tags as required by regulations.

Prior to entering into an agreement for the delivery of the livestock purchased under this agreement by the Buyer, the Vendor warrants it has made reasonable inquiries with the carrier and is satisfied that the carrier has in place systems that take all reasonable steps to minimize the risk of a breach of heavy vehicle fatigue management laws.

The Vendor is responsible for arranging the transport of the livestock to the Buyer unless otherwise agreed by both parties in writing. The Vendor agrees that when contracting a carrier to transport the livestock to the Buyer, the Vendor will ensure that the carrier so far as reasonably practicable, complies with the Heavy Vehicle National Law and the supporting regulations (HVNL). The Vendor agrees to immediately notify the Buyer if the Vendor believes the carrier has caused a breach or is likely to cause a breach of the HVNL as well as, make alternative arrangements with the carrier to avoid such a breach and where necessary modify the delivery of the livestock in consultation with the Buyer. If the Buyer believes that the carrier has breached the HVNL, the Buyer will notify the Vendor of the suspected breach.

By signing below both the Buyer and the Vendor agree to be bound by this contract, except where the performance by the Buyer of any obligation under this Agreement is prevented by reason of an event of Force Majeure, then the Buyer will be excused from and will not be liable for non-performance of that obligation to the extent that performance is so prevented. Force Majeure means any event or circumstance not within the control of the Buyer and which by the exercise of reasonable skill and care but excluding any measures which are not economically feasible the Buyer is not able to prevent or overcome.

By signing the document I declare that I have read and understood the Teys Australia (Teys) / Livestock Production Assurance (LPA) Vendor Animal Welfare Requirements and agree to abide by these standards for all cattle consigned to Teys. A copy of the animal welfare requirements are available at:

teysgroup.com/au/wo-content/uploads/2020/11/Teys-AW-Policy-4-Nov-2020.pdf

A copy of privacy disclosure statement is available by request to Teys Head Office (PH: 07 3198 9000) or on the Teys Australia website at: https://teysgroup.com/au/

The above terms and conditions are to be read in conjunction with the Teys Australia Livestock (Feeder Cattle) Agreement Terms and Conditions.

VENDOR / AUTHORISED PERSON: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT FOR TEYS AUSTRALIA: \_\_\_\_\_ DATE: \_\_\_\_\_