

Terms and Conditions of Consignment

These Terms and Conditions apply to all cattle bought by Bindaree Beef Pty Limited (ABN 056 599 163) operating as Bindaree Food Group (**BFG**) on consignment, unless the clause specifically states that it applies to slaughter or feedlot cattle.

1. Delivery

- a. For slaughter cattle, all cattle must be delivered to the plant **before 5pm** the afternoon prior to the scheduled slaughter date. In the event that cattle are scheduled for a Monday slaughter, they must arrive **before 3pm on Sunday**. No cattle will be accepted for delivery after these times or on Saturdays, unless BFG has provided prior consent. If cattle are delivered before the times set out in this clause, the vendor will be charged the market rate for the hay required to be fed to the cattle before slaughter.
- b. In accordance with the Biosecurity (National Livestock Identification System) Regulation 2017 (*NSW*) and the Australian Livestock Production Assurance program (**LPA**), all cattle must be tagged with a current and valid National Livestock Identification System (**NLIS**) Device and accompanied by a current and completed LPA National Vendor Declaration (**NVD**). Despite a non-conformance, BFG may in its discretion accept cattle on the following bases:
 - i. If any cattle do not have an NLIS device at the time of slaughter, an emergency device will be applied at a cost of \$25 + GST per head.
 - ii. If, within a single lot that has been declared Human Growth Promotant (**HGP**) free, less than 5% of the cattle do not have an NLIS Device, BFG will downgrade those individual cattle to an HGP treated status and the price for those cattle will be adjusted accordingly.
 - iii. If, within a single lot that has been declared HGP free, 5% or more of the cattle do not have an NLIS Device, BFG may downgrade the entire lot (all cattle on that NVD) to an HGP treated status and the price for those cattle will be adjusted accordingly, due to traceability issues.
 - iv. If, within a single lot that has been declared HGP free and supplied under the European Union Cattle Accreditation Scheme (**EUCAS**), any single cattle does not have an NLIS Device, BFG may downgrade the entire lot (all cattle on that NVD) to an HGP treated status and the price for those cattle will be adjusted accordingly, due to EUCAS requirements that HGP free cattle must be segregated at all times from HGP treated cattle.

In the event BFG downgrades cattle in accordance with this clause 1(b), the vendor may, by notifying BFG within 24 hours and at the vendor's expense, either pick up the cattle or have them sent to a saleyard. If the vendor has not notified BFG within that period, it is deemed to have accepted the adjusted price, as the cattle must be put on feed.
- c. MSA eligible cattle must also be accompanied by a completed MSA Vendor Declaration, and any cattle not accompanied by a completed MSA Declaration will not be eligible for grading. Cattle accompanied by a completed MSA Declaration must have been handled in accordance with MSA producer requirements, including in relation to handling and trucking.

- d. Cattle that have been fed in a National Feedlot Accreditation Scheme (**NFAS**) feedlot must be accompanied with a completed NFAS delivery docket.
- e. The vendor is responsible for arranging transport of cattle to BFG in appropriate vehicles. The vendor will ensure any carrier it engages complies with the Heavy Vehicle National Law and Regulations, and will notify BFG of any suspected breaches.
- f. If the vendor or its carrier causes damage to BFG's property in delivering the cattle (including through contaminants), the vendor must rectify or compensate BFG for the damage except to the extent caused or contributed to by BFG.
- g. Prior to unloading any cattle at BFG's site, the vendor must, and must ensure that its carriers, wait for a BFG representative to be present to confirm the position of the truck and the proposed way of unloading the cattle in order to comply with animal welfare requirements.

2. Animal Health

- a. BFG processes meat for human consumption. It is the vendor's responsibility to provide cattle that are fit for human consumption.
- b. All cattle arriving at BFG must conform to the attached company-specific Animal Welfare and Delivery Policy. Any observed violation of animal welfare will be reported to the relevant authority.
- c. All slaughter cattle are assessed by a Department of Agriculture, Fisheries and Forestry (**DAFF**) vet before slaughter, and may be required to be processed as a "Suspect" for further inspection and segregation. Any such cattle will incur a fee of \$60 + GST per head in addition to any other fees set out in this clause 2.
- d. Should cattle require emergency slaughter, a fee of \$170 + GST per head will apply, and they will be priced off the grid by BFG.
- e. Any cattle pronounced dead before slaughter will incur a fee of \$220 + GST per head, and deemed not accepted by BFG.
- f. Any cattle found to contain contaminants such as buckshot or broken needles will be condemned at the vendor's expense, and deemed not accepted by BFG.
- g. All carcasses are inspected by DAFF personnel who may condemn a whole or part of the carcass at the vendor's expense, in which case such whole or part of the carcass is deemed not accepted by BFG. If only a part of the carcass is condemned, the vendor will be paid for the uncondemned part of the carcass only.
- h. The fees and expenses set out in paragraphs (d), (e), (f) and (g) of this clause 2 will not apply to the extent BFG has directly caused the events in those paragraphs to occur.
- i. The Australian Pesticides and Veterinary Medicines Authority (**APVMA**) has set certain export slaughter intervals, being the minimum amount of time that must pass between veterinary treatments and slaughter. Accordingly, BFG cannot accept slaughter cattle that has been treated within the export slaughter intervals set out by the APVMA and, due to traceability issues in verifying this requirement, BFG cannot accept slaughter cattle that has been owned by the vendor for less than two months.

3. Hormone Growth Promotants

- a. All HGP treated cattle must be segregated and declared on a separate NVD.
- b. EU accredited cattle must be segregated and identifiable in accordance with the EUCAS.
- c. All cattle are checked for HGP implants. If an undeclared HGP implant is detected, BFG
- d. may downgrade the entire lot (all cattle on that NVD) to an HGP treated status and the

price for those cattle will be amended accordingly. In the event of a downgrade, the vendor may, by notifying BFG within 24 hours and at the vendor's expense, either pick up the cattle or have them sent to a saleyard. If the vendor has not notified BFG within that period, it is deemed to have accepted the adjusted price, as the cattle must be put on feed.

4. Weight and Length Restrictions

- a. For slaughter cattle:
 - i. Any cattle with a liveweight of over 800kg will not be accepted for slaughter without prior discussion or inspection by a BFG Livestock Buyer.
 - ii. Cattle under 175kg HSCW should not be delivered to the abattoir without prior discussion or inspection by a BFG Livestock Buyer.
- b. BFG reserves the right not to accept feedlot or slaughter cattle that arrive out of specifications, or to nevertheless accept the cattle and price them off the grid. In such circumstances, the vendor may, by notifying BFG within 24 hours and at the vendor's expense, either pick up the cattle or have them sent to a saleyard. If the vendor has not notified BFG within that period, it is deemed to have accepted the adjusted price, as the cattle must be put on feed.

5. Dirty Cattle

- a. Dirty cattle present a contamination risk to the plant and result in extra washing, reduced processing chain speeds and extra labour.
- b. If dirty cattle are received, the vendor will be issued with a warning, and repeat offences may result in a price deduction or refusal to accept cattle.
- c. Any slaughter cattle requiring extra washing due to being excessively dirty will incur a fee of \$25-\$40 per head.

6. Horns

- a. Cattle delivered to BFG are to have horns no longer than the outer length of their ear.
- b. BFG reserves the right not to accept cattle with long horns, in which case the vendor may, by notifying BFG within 24 hours and at the vendor's expense, either pick up the cattle or have them sent to a saleyard.

7. Angus Eligibility Requirements

- a. To be eligible for the Angus premium, cattle must be correctly described on a separate NVD and pass a visual assessment conducted by a trained assessor, as set out in BFG's Angus specifications.
- b. Should an animal not meet its Angus specifications, BFG reserves the right not to apply the premium.
- c. Pure-bred Angus cattle must be described on the NVD as **ANGUS X ANGUS**, to denote an Angus Sire and Angus Dam.
- d. Cattle that are 75% Angus bred or greater are also eligible (subject to visual assessment), and should be described as **ANGUS X ANGUS X Another British/Euro Breed** to denote that the animal has both a Sire that is pure-bred Angus and a Dam that is at least 50% Angus.
- e. To meet the visual requirements of BFG's Angus specifications, cattle must:
 - i. Be black in colour, with no more than 10% white or any other colour on the body;
 - ii. Have a black or broken face (broken face is considered to have black across the eyes and a third black patch on the face);

- iii. Be polled (the presence of horns will disqualify the animal); and
- iv. Not have any Bos Indicus content.

8. Grading

Grading is carried out in accordance with the MSA or Aus-Meat grading system, as relevant. MSA graded cattle are subject to the same fat specifications and deductions as Non-MSA cattle.

9. Price and Payment

- a. The price payable for the cattle is the relevant grid price and:
 - i. For slaughter cattle, is calculated on the hot standard carcass weight (**HSCW**) and P8 fat measurements following the grading process; and
 - ii. For feedlot cattle, is calculated on the live bulk weight on arrival at the feedlot.
- b. Payment of the price is subject to the deduction of the Cattle and Livestock Transactions Levy in accordance with applicable laws and regulations. Where cattle are consigned through an agent, the Levy will be paid by the agent.
- c. The vendor confirms it is registered for GST and gives permission for BFG to issue Recipient Created Tax Invoices, where the vendor does not issue its own invoices. The vendor will advise BFG if it ceases to be registered for GST.
- d. Payment will be made to the vendor within 14 to 21 days of the cattle being processed (for slaughter cattle) or delivered (for feedlot cattle).
- e. No payment will be made for cattle or carcasses that are not accepted by BFG.

10. Diseases

- a. The sale of and payment for the cattle is conditional on there being no outbreak or suspected outbreak of lumpy skin disease, foot and mouth disease, bovine spongiform encephalopathy, or other disease affecting cattle in Australia. If such an outbreak or suspected outbreak occurs and BFG's ability to sell meat is impacted, BFG reserves the right not to accept the cattle, or to nevertheless accept the cattle and adjust the price to reflect market rates. In such circumstances, the vendor may, by notifying BFG within 24 hours and at the vendor's expense, either pick up the cattle or have the cattle sent to a saleyard. If the vendor has not notified BFG within that period, it is deemed to have accepted the adjusted price, as the cattle must be put on feed.
- b. Any cattle showing any symptoms of, or who have been exposed to, any disease must be excluded from the consignment.

11. Warranties

- a. The vendor warrants that cattle are consigned free from mortgage or any encumbrance, with title passing to BFG upon delivery.
- b. The vendor warrants that it complies with all applicable federal, state and local acts and regulations, including in relation to workplace health and safety and modern slavery.

12. Force Majeure

- a. Neither BFG nor the vendor will be in breach where performance of its obligations is prevented or delayed by events, circumstances or causes beyond its reasonable control (**Force Majeure Event**), provided it has exercised reasonable skill and care in preventing such events, circumstances or causes and has notified the other party as soon as it becomes aware of the Force Majeure Event. If the period of delay or non-performance continues for more than three weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving no less than seven days' written notice to the affected party.

- b. The performance of the affected obligations must be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.

13. Agreement

- a. BFG may offer to purchase cattle by publishing grid prices, which is accepted by the vendor upon delivery of the cattle.
- b. The offer and acceptance, together with any verbal or written agreements regarding delivery of the cattle and these Terms and Conditions of Consignment, to the extent permitted by law, contain the parties' entire agreement in relation to its subject matter ("**Contract**"). For the avoidance of doubt, nothing in this Contract excludes any terms, whether express or implied, under statute or common law. In the event of any inconsistency, these Terms and Conditions of Consignment, then the offer, the acceptance, then the verbal or written agreements regarding delivery, prevail in that order.

14. Governing Law

This Contract will be construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts in that state.

Animal Welfare and Delivery Policy

BFG is committed to ensuring that all cattle processed at our plant have been humanely treated. Suppliers must comply with the Australian Animal Welfare Standards and Guidelines for Cattle, the Australian Animal Welfare Standards and Guidelines for Land Transport of Livestock, and MLA's 'Is the animal fit to load?' guide. Without limiting compliance with these standards and guidelines, the following requirements also apply.

For slaughter cattle:

- To ensure that Bindaree staff can monitor the unloading of cattle, all cattle must be delivered **before 5pm** the afternoon prior to the scheduled slaughter date. In the case that animals are scheduled for a Monday slaughter, cattle must arrive **before 3pm on Sunday**.
- All cattle arriving at the plant must be accompanied with *appropriate and correct* documentation, including a current and complete Livestock Production Assurance National Vendor Declaration, MSA Declaration (where applicable) and a National Feedlot Accreditation Scheme delivery docket (where applicable).
- All cattle destined for different markets must be segregated and easily identified before arrival. To reduce animal stress and the possibility of incorrect drafting, Bindaree staff will not draft animals on arrival.
- All people handling, loading and unloading livestock are responsible for meeting the requirements of our handling procedures. Animals are to be unloaded promptly and quietly to minimise stress and injury under the supervision of an experienced livestock handler.
- Care must be taken not to rush animals and to use the animal's natural instincts.
- Canvas or leather flappers and soft polyethylene pipe may be used to create sufficient noise to encourage the movement of stock.
- Animals that are injured or disabled during transport should be humanely destroyed without delay, or receive emergency slaughter with the permission of an authorised officer. A Department of Agriculture, Fisheries and Forestry (**DAFF**) vet **MUST** inspect any animal before emergency slaughter.
- Downed or injured stock must be destroyed where they lay on the transport vehicle and are not to be moved (or tried to be moved) while still alive.
- If an animal needs to be destroyed or a dead animal removed after hours, please inform Plant Security who will contact the Stockman on Duty to humanely destroy the animal and/or remove the carcass.

Any animal not fit to load must only be transported under veterinary advice. An animal is considered not fit to load when it is:

- Unable to walk by bearing weight on all four legs
- Showing signs of severe injury or distress or conditions likely to further compromise its welfare during transport
- Severely emaciated or visibly dehydrated
- Unable to see well enough to walk, load and travel without impairment or distress (for example, is blind in both eyes)
- Known to be, or visually assessed to be, within four weeks of calving

All arriving cattle must not have been off feed and water for more than **48 hours**. Any animals arriving on plant that do not meet animal welfare standards will be reported to the DAFF vet on duty and may be destroyed at the vendor's expense. If animal cruelty is observed, the event will be reported to the appropriate authority.