

MEATPAK AUSTRALIA PTY LTD

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TERMS AND CONDITIONS

1. Interpretation

- 1.1 In this contract "we" or "us" refers to the company named above. "You" are our customer, i.e. the person engaging our services.
- 1.2 A **Force Majeure Event** affecting either you or us means anything outside your or our reasonable control, including without limitation flood, fire, theft, storm, tempest, power failure, act of God, war, act of terrorism, strike, lock-out and shortage of labour.
- 1.3 **Products** means:
 - Any goods accepted from you or on your behalf;
 - Any goods we pick up or are delivered with those goods;
 - Any packaging, pallets or containers we pick up or are delivered with those goods.
- 1.4 **Services** means all services supplied to you in any capacity, including storage, handling, other related services, and freezing or chilling Products.

2. This is a contract between you and us

- 2.1 This contract states the terms on which we will supply Services to you unless paragraph 15.1 applies. Usually (but not always) you are the owner of the Product. We may refuse to store or handle Products for you for any reason whatsoever.
- 2.2 We and any subcontractor may subcontract part or all of our obligations on any terms.

3. Trade Practices Act

- 3.1 Nothing in this contract affects the operation of the Trade Practices Act or the exercise of your rights under that Act.
- 3.2 We May, at our election, limit our liability under the Trade Practices Act (except in relation to the supply of Services acquired for personal, domestic or household use or consumption) to the re-supply of the Services or the payment of the cost of having the Services re-supplied.

4. Payment

- 4.1 Our charges for providing the Services are based on our current rates during the period of providing the Services.
- 4.2 Our charges for providing the Services are charged based on the amount specified in the current schedule of rates or otherwise communicated to you. Our charges are earned:
 - For the first week (or part thereof), on delivery to us of the Products;
 - For each subsequent week (or part thereof), on the commencement of each subsequent week.
- 4.3 You must pay the charges relating to the Services, unless another person pays them. We require payment within 14 days from the date of invoice. We will charge you interest on all overdue amounts at the current bank rate plus 2%.
- 4.4 In addition to charges for providing the Services we will charge you for:
 - Any additional expenses we incur as a result of any incorrect declaration by you of the weight, volume, description or packaging of the Products;

4. Payment continued

- Any expenses for loading and unloading the Products;
 - Any other additional charges or expenses we incur in relation to the Products (including without limitation salvage costs and additional storage costs for circumstances outside our control);
 - Any additional charges due to your delay.
- 4.5 You must pay any taxes or other governmental charges payable on or in respect of this contract. If necessary, we will pass on any taxes or other governmental charges to you.
- 4.6 Our charges in this contract are exclusive of GST. We are entitled to recover from you any GST for which we are liable in relation to the delivery of the Services. We will issue you with a tax invoice.

5. Warranties and Obligations

- 5.1 You warrant to us that:
- All information you have provided to us is complete and accurate, and you have complied with all our instructions;
 - You own the Products, or all owners have authorized you to enter into this contract;
 - The Products are free from any encumbrance, charge, lien or any other interest;
 - The Products are clearly marked and easy to identify;
 - The Products are and will remain free of any objectionable matter or odours that may affect other products in storage, unless the condition of the Products has previously been notified in writing to us and we have accepted the Products in that condition;
 - The Products are delivered to us at the specified or agreed temperature and in accordance with the Cold Chain Guidelines;
 - The Products are packed to withstand storage and handling;
 - You have complied with all laws in connection with the Products to ensure they can be lawfully stored and handled;
 - You have not asked us to store or handle the Products in any way that could be unlawful;
- 5.2 You must:
- Indemnify us as soon as we receive written notice of a claim from any person other than you in connection with this contract or the handling or storage of Products;
 - Indemnify us for any loss or damage caused to any person including property damage, as a result of your breach of the contract; and not take action against anyone but us for anything arising in connection with this contract.
- 5.3 If we agree to transport the Products to a transport destination nominated by you, then we will transport the Products under our standard terms of transport.
- 5.4 You must provide written instruction regarding the temperature at which the Products are to be stored and handled.
- 5.5 You must provide written notice of any change to information provided to us.

6. Receival and Re-delivery of Products

- 6.1 We received the Products "quality, quantity, contents and condition unknown". On delivery of the Products to us and on re-delivery of the Products by us to you (or in accordance with your directions) we will visually inspect and count the Products. If there is any variation between your records and our count, we will notify you of any variation. In the case of a discrepancy, we will provide you with advice stating the Products delivered to us or re-delivered to you (as the case may be). You acknowledge that our advice is deemed to be the correct record of Products received or re-delivered (as the case may be).
- 6.2 We may require your written instructions (and surrender of any storage receipt) prior to re-delivery of the Products. At our discretion, we may also re-deliver on your oral instructions, on surrender of any storage receipt, or on instructions from another person who has an interest in the Products.

7. Control of the Products

- 7.1 We have total control of the Products in storage, and have the right to decide whether Products need to be stored in bulk, sorted in separate lots and any other aspect of the storage.
- 7.2 We may at any time remove at our discretion and at your expense:
- Any Products that have or will become deteriorated, objectionable, unwholesome, offensive or a source of contamination;
 - Any Products that you have not removed in accordance with our request under paragraph 7.3; and
 - Subject to paragraph 12, any Products for which you have not paid the relevant charges under this contract.
- 7.3 We may at any time require you to remove any Products (and surrender any storage receipt relating to those Products).

8. Who this contract benefits

One of our promises to our subcontractors is that they will benefit under this contract. This contract benefits our subcontractors and their employees and agents, our employees and agents and anyone else who is vicariously liable for the acts or omission of any of them. We have entered into this contract as agent for each of them and they are parties to this contract.

9. If Products are dangerous

- 9.1 Products are dangerous if they may injure or damage people, property or the environment, e.g. Products that are or may become dangerous, poisonous, corrosive, volatile, explosive, flammable or radioactive.
- 9.2 If you want us to handle or store dangerous Products, you must complete an accurate description of them on the form that we will provide for that purpose.
- 9.3 Whether or not you have described the Products as dangerous, if we consider the Products may cause damage or injury, we may, at your cost, do anything we consider appropriate, including disposing of or destroying the Products. We will not be liable for any loss or damage you may incur by reason of our actions under this paragraph. You always bear all risk of loss of or damage to, or arising in connection with, dangerous Products.

10. We limit our liability under this contract

- 10.1 We and everyone else who benefits under the contract are not liable for any delay, loss or damage caused by:
- Your failure to keep any of your promises;
 - Any unreasonable request made by you;
 - Any particular characteristic or part or all of the Products (even if that was obvious or if we knew about it);
 - Act or omission of any person outside our control;
 - A Force Majeure Event.
- 10.2 Services are supplied at your risk. You:
- (a) Bear all risk of loss or damage to the Products; and
- (b) Always bear all risk of loss or damage arising in connection with the Products.
- 10.3 We and the persons referred to in paragraph 8 are not liable for any delay, loss, or damage arising from the supply of or failure to supply Services (including any loss of, deterioration in, mis-delivery of, or failure to deliver, Products), for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our willful act or default.
- 10.4 This contract applies even in circumstances arising from a fundamental breach of contract or breach of a fundamental term, or where anyone knew liability could occur.
- 10.5 Paragraphs 10.1 to 10.4 also apply in respect of claims for consequential losses including loss of profits.
- 10.6 Subject to this contract, our responsibility for the Products commences when the Products have been delivered to us, and ceases when we re-deliver the Products in accordance with your directions.

10. Limit our liability under this contract

10.7 This paragraph 10 will apply to the greatest extent permitted by law.

11. Notify promptly if you have a claim

- 11.1 If, despite the provisions of paragraph 9, you believe we are liable to you then you must:
- (a) Send us a written claim within 24 hours of re-delivery of the Products to you; and
 - (b) Commence legal proceedings against us within 6 months after the date of that re-delivery.
- Unless you comply with both these steps we will have no liability to you.
- 11.2 Notwithstanding any claim you remain liable to pay our charges under this contract.

12. You give us authority to

- Use any method for storing or handling the Products. We will give priority to any instructions given by you, but if such instructions cannot be followed, we will use another method;
- Deviate from any usual place of storage;
- Claim a general or particular lien (including any applicable statutory lien) over the Products and any other goods stored at our premises, and any documentation relating to them, for outstanding payments relating to those Products or to other Products which have been, or are to be, stored, transported or handled on your behalf;
- Sell any Products held by us for outstanding payments by public auction or private sale without any notice to you.

13. Force Majeure

- 13.1 If we or any of the persons referred to in paragraph 8 are wholly or partially prevented from performing their obligations under this contract by a Force Majeure Event, then the obligation to perform in accordance with this contract will be suspended for the duration of the Force Majeure Event.
- 13.2 If the Force Majeure Event (and consequential inability to perform this contract) continues for a period longer than 7 days from its initial occurrence, then either you or we may terminate this contract by written notice to the other. This will not prejudice any rights or obligations either you or we may have accrued prior to such termination.

14. Insurance

You are responsible for arranging and maintaining insurance in relation to the Products.

15. General

- 15.1 If we have a separate signed agreement with you in relation to the Services, that agreement prevails to the extent of any inconsistency with this contract
- 15.2 Subject to paragraph 15.1, this contract is the entire agreement between us and you. The only enforceable obligations and liabilities between ourselves in relation to the Services are those set out in this contract.
- 15.3 This contract is governed by the law applicable in the state where the Products are being stored.