In these terms and conditions:

Customer's Land means all of the Customer's title, right and interest in land (held now or in the future, wherever located) whether owned by the Customer legally or beneficially or as trustee of any Trust.

Delivery Date means, in relation to any Goods and Services, the date agreed between JBS and the Customer by which the Goods to be delivered or the Services to be provided are to take place.

Goods and Services includes Goods or Services.

Monies means all monies now or in the future actually or contingently owing by the Customer to JBS on any Credit Account and includes any part of those monies and includes all interest accruals and costs, expenses, and disbursements.

If JBS has provided any quotation specifically for Goods and Services (Quotation):

(a) these Terms & Conditions shall apply to the Quotation;

(b) the price in the Quotation shall be JBS's current price as at the date of Quotation and the price actually payable for the Goods and Services shall be JBS's current price as at the date of the Customer's acceptance of the Quotation; and

(c) (subject to paragraph (b), the Quotation shall remain valid for acceptance by the Customer for three (3) days after the date of the Quotation.

4. ORDERS

If the Customer has made an order for Goods and Services without there being a Quotation provided by JBS (Order):

(a) the Customer is the specific reference to the Quotation but any reference to the Quotation in these Terms & Conditions will be a reference to the Order; and

(b) the price actually payable for the Goods and Services is the price actually payable after acceptance by the Customer for three (3) days after the date of JBS's acceptance of the Order.

5. VARIATION OR CANCELLATION

After the Customer's acceptance of the Quotation or JBS's acceptance of the Order, as the case may be:

(a) no change in the specification of Goods and Services will be binding on JBS, unless JBS expressly agrees to the change in writing;

(b) if the Customer cancels the Order before or after acceptance by JBS, the Customer will pay JBS any loss, damage or expenses incurred by JBS in relation to the supply or proposed supply of the Goods and Services.

6. CHARGES AND TAXES

(a) Unless otherwise expressly stated, the price of Goods and Services excludes all freight, transportation, shipping, insurance, packing, crating or casing, storage, handling, demurrage, delivery, export and similar charges, and all sales, GST, excise or other taxes, and the Customer shall pay and indemnify JBS for those charges or taxes. If JBS expressly agrees in writing that the price includes any of those charges or taxes, the price is subject to adjustment for increases in any of those charges or taxes after the date of the Quotation or acceptance of the Order.

(b) The Customer shall pay all taxes, levies, duties and assessments of every nature due in connection with the Goods and Services supplied and hereby indemnifies and holds harmless JBS from any liability on account of any and all such taxes, levies, duties and assessments of every nature.

7. PAYMENT

(a) The Customer shall pay for Goods and Services within 7 calendar days from the date of the invoice unless the Customer is notified of a different time for payment by JBS. Time shall be of the essence in respect of payment for the Goods and Services.

(b) If payment is not made by the due date for payment, the Customer shall pay to JBS on demand interest at the rate of two percent (2%) per month until paid. This will not affect the other rights of JBS.

(c) JBS is entitled to recover from the Customer, in addition to the price, any GST on other supply of the Goods and Services (except to the extent that the priors will include GST).

(d) JBS is entitled to recover from the Customer, in addition to the price all losses, expenses, costs (including legal fees) and disbursements, that JBS incurs or will incur consequent upon the Customer's failure to pay on the due date, on a full indemnity basis and are recoverable from the Customer by JBS as a liquidated debt.

8. GST

(a) Where a party to the Terms & Conditions makes a Taxable Supply under or in connection with the Terms & Conditions, JBS will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from the Customer the amount of any GST on the Taxable Supply.

(b) Where a party to the Terms & Conditions is entitled, under or in connection with the Terms & Conditions or in connection with any matter or thing occurring under the Terms & Conditions, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any input Tax Credits available in respect of those costs.

9. DELIVERY

(a) JBS will use all reasonable endeavours to deliver Goods and Services on or before the agreed date.

(i) delivery on the Delivery Date is not guaranteed and it is subject to extension for any delay caused by strikes, lockouts, war, breakdowns, accidents, delays in transport or any other cause beyond the control of JBS;

(ii) JBS will not be liable for any loss, damage or other liability whether in contract, tort, negligence or otherwise and whether directly or indirectly arising from the Goods and Services not being delivered by the Delivery Date for any reason.

(b) JBS may deliver Goods and Services to the Customer in installments and in which case JBS may separately invoice the Customer for payment for each delivery installment (which shall be taken to be the subject of a separate and distinct contract between the parties).

(c) Any Goods returned are only accepted with the prior written approval of JBS.

(d) Goods which have been specifically produced by JBS or altered by the Customer cannot be returned simply because the Customer has changed their mind about purchasing the Goods.

10. RISK AND PROPERTY IN GOODS

(a) For the purposes of the Personal Property Securities Act 2009 (as amended from time to time) (PPSA) the term Goods used in this clause means any and all present, future and after acquired Goods belonging to JBS or on which JBS has a security interest.

(b) The Goods shall be entirely at the risk (including loss, damage or deterioration) of the Customer from the time of dispatch of the Goods (the carrier of the Goods shall be taken to be the agent of the Customer even if engaged or paid by JBS).

(c) JBS retains full title to the Goods until JBS receives payment in full for the Goods and all other amounts owed by the Customer to JBS:

(i) JBS has the right to call for or recover possession of the Goods (for which purpose JBS's employees or agents may enter onto the Customer's premises, whether or not at the site of delivery or otherwise) and the Customer must deliver up the Goods if directed to do so by JBS;

(ii) the Customer:

(A) agrees that the relationship between the Customer and JBS shall be fiduciary and the Customer shall keep the Goods safely, securely and separately stored, kept in good condition and insured, and marked in a manner which shows that they belong to JBS;

(B) has the right to sell the Goods in the ordinary course of business as JBS's fiduciary agent but must not otherwise encumber or dispose of the Goods;

(C) shall not mix the Goods with or attach them to other materials or otherwise make them unable to be returned to JBS in their original state;

(D) agrees that if, in breach of this clause, the Goods are incorporated with Goods of the Customer, the resultant product shall become and be deemed to be the sole property of JBS. If the Goods are incorporated in any way with the property of a party other than the Customer, the resultant product shall become and be deemed to be owned in common by JBS with that other party (or parties) on a pro-rata basis to be calculated by reference to the cost to the Customer of the incorporated materials; and

(E) will hold any proceeds (as that term is defined in the PPSA) of any resale, disposal or other dealing with the Goods or any product incorporating the Goods (including sale or supply to a party other than the Customer) in breach of this clause in trust for JBS and shall pay the proceeds into a separate fiduciary account to be held in trust for JBS until accounted for to JBS at the demand of JBS.

(e) To secure payment of all Monies the Customer charges with the due payment of all of those Monies all of the Customer’s interest in all personal property owned by the Customer wherever located both present and future and the Customer consents to JBS lodging a security interest in a financing statement under the PPSA.

(f) It is the intention of the parties by clause 10(d) that there is created for the benefit of JBS a Purchase Money Security Interest (as defined in the PPSA) in all unpaid Goods.

(g) It is the intention of the parties by clause 10(e) that there is created for the benefit of JBS a Purchase Money Security Interest in all present and after acquired personal property of the Customer.

(h) The Customer agrees that JBS may register a financing statement of any Purchase Money Security Interest, its general security interest and any other security interest in the Goods created by the Terms & Conditions and the Personal Property Securities Register (PPSR) and the Customer waives its rights to receive a verification statement (as that term is defined in the PPSA) in respect of any
financing statement or financing change statement (as those terms are defined in the Act)) registered by JBS in respect of any personal property of the Customer.

(i) The parties agree that, insofar as the provisions of Chapter 4 of the PPSA are for

11. LIABILITY

The Customer agrees (subject to clause 12(d) that:

(a) the Customer must satisfy itself as to the truth and accuracy of and may not rely for

an event of insolvency or termination, JBS may, without affecting JBS’s other rights:

(i) immediately terminate the supply of Goods and Services, by notice in writing to

the Customer;

(ii) refuse, suspend or withhold any further supply of Goods and Services;

(iii) enter upon (personally or by its employees or agents) any premises in the

possession or control of the Customer and use reasonable force for the

purposes of retaking possession of any of Goods (title to which has not passed to the Customer), in which case the sale of the Goods shall be taken to be terminated and JBS shall have no liability to the Customer whether for

loss, negligence, payment of damages or compensation or otherwise;

(iv) terminate any credit arrangement with the Customer, by notice in writing to

the Customer (in which case outstanding amounts will become immediately

due and payable);

(v) forfeit any deposit paid for Goods and Services; or

(vi) if payment in addition to a deposit has been made by the Customer in

respect of any of the Goods and Services, the sale of which is terminated,

appropriate that payment to any other debts of the Customer to JBS or

damages incurred by JBS as a result of the termination of the sale.

17. SET OFF

(a) JBS may at any time set off amounts owed by JBS to the Customer from the

amounts owed by the Customer to JBS.

(b) The Customer is not entitled to make any claim against JBS if any amount is owed

by the Customer to JBS.

(c) The Customer is not entitled to set off any amounts against amounts owed by the

Customer to JBS.

18. FURTHER SECURITY

JBS may from time to time require further security as a condition of continuing to supply

Goods and Services on credit. For the purposes of this clause “security” includes a

guarantee, mortgage or charge granted by any person nominated by JBS.

19. GOVERNING LAW

The laws of the State of Queensland shall apply to the Terms & Conditions and the parties

submit to the exclusive jurisdiction of the Courts in the Central Business District at

Brisbane.

20. NON-WAIVER

JBS’s failure to exercise any right under the Terms & Conditions or failure to insist on strict

performance of any part of the Terms & Conditions does not operate as a waiver and a

partial exercise of a right does not preclude any further or fuller exercise of that right.

21. NO EXPORT

(a) Unless otherwise agreed in writing by JBS, any Goods supplied to the Customer are

intended for use in Australia only such that if any such Goods are exported by

the Customer, it is the Customer’s responsibility to ensure the Goods comply with

the laws of any foreign country to which they are exported.

(b) The Customer agrees to indemnify JBS in respect of any loss, damage, expense,

claim or liability suffered or incurred by JBS as a result of any breach by the

Customer of this clause or any claims against JBS arising out of any matters referred to in this clause.

22. SEVERANCE

If any part of these Terms and Conditions or any related document is or becomes void or

unenforceable that part is severed so that all parts which are not void or unenforceable

remain in full force and effect and are unaffected by the severance.

23. NOTICES

(a) Notices required to be given by the Customer to JBS pursuant to these Terms &

Conditions may be delivered to JBS:

(i) by post at PO Box 298, Carole Park QLD 4300; or

(ii) by facsimile at 07 5464 697; or

(iii) by email at creditservices@jbsa.com.au.

(b) Notices will be taken as delivered when received by JBS.

(c) Notices required to be given by JBS to the Customer pursuant to these Terms &

Conditions may be delivered:

(i) by post to the Customer’s last known address (and shall be taken as delivered

on the second business day following posting); or

(ii) by facsimile to the Customer’s last known facsimile number; or

(iii) by email to the last notified email address of the Customer (which will be taken to

have been received within 24 hours of JBS sending the email to the correct email

address).

(d) JBS’s invoices and statements are deemed to be received by the Customer on the

second business day after posting by ordinary pre-paid post.

24. Where the Customer is comprised of more than one person or entity then each

person or entity that comprises the Customer is bound by these Terms and

Conditions jointly and severally.