

GOODS & SERVICES PURCHASE TERMS

MEAT & LIVESTOCK AUSTRALIA LIMITED ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, New South Wales (MLA)

1. APPLICATION

- 1.1. These terms apply to the supply of the goods or services (**Goods or Services**) specified in a Purchase Order (**PO**).
- 1.2. These terms override inconsistent terms in any document, communication or earlier course of dealing, even if that document, communication or course of dealing contains a similar condition.
- 1.3. Unless the Supplier notifies MLA to the contrary within 2 business days after receipt of a PO, the Supplier is deemed to have accepted the order on these terms.

2. GOODS & SERVICES

- 2.1. The Supplier must ensure that the Goods meet MLA's specifications in the PO and are accompanied by any necessary instructions and technical documents, including operating manuals.
- 2.2. The Supplier must provide the Services in accordance with the timetable and specifications set out in the PO and any other written terms agreed between the parties, and comply with MLA's reasonable and lawful directions concerning the Services.

3. INSURANCE

- 3.1. The Supplier must maintain insurance adequate to cover performance of its obligations under the PO at a level reasonably expected of a prudent operator and will, on request, provide MLA with evidence of it.

4. DELIVERY

- 4.1. The Supplier must deliver the Goods to the delivery address at the delivery times specified in the PO. If no delivery address is specified, the Goods must be delivered to MLA's premises. If no delivery time is specified, the Goods must be delivered within a reasonable time. MLA may alter the delivery times by reasonable notice to the Supplier.
- 4.2. The delivery must be in accordance with any special instructions set out in the PO.
- 4.3. The Supplier bears all costs involved in packing, storing and delivery of Goods.

5. ACCEPTANCE, RISK AND TITLE

- 5.1. Title to and risk in the Goods pass to MLA on acceptance.
- 5.2. Goods are accepted when they have been inspected by MLA's authorised representative and MLA notifies the Supplier of acceptance.
- 5.3. Goods that are rejected are held by MLA at the Supplier's risk. In addition to its other rights, where MLA rejects Goods, the Supplier must, at MLA's option, replace the Goods or refund the purchase price.

6. PAYMENT

- 6.1. MLA will pay the Supplier the price, fees or reasonable expenses specified in the PO, on the payment terms specified in the PO, subject to: (a) receipt of an itemised tax invoice; (b) MLA accepting the Goods; (c) the Services being provided to MLA's reasonable satisfaction; and (d) in the case of expenses, the Supplier providing documentation reasonably required by MLA evidencing the incurring of the expenses.
- 6.2. Any tax payable as part of the transaction for Goods or Services will be set out in the PO. Otherwise each party will be responsible for its own taxes.

7. SAFETY

- 7.1. The Supplier must ensure that: (a) it has adequate processes and procedures to manage the health and safety risks arising from the Services; and (b) the provision of the Services and any sites at which it carries out any part of the Services (**Sites**) comply with all applicable occupational health and safety laws.
- 7.2. The Supplier: (a) is solely responsible for all preparation and

co-ordination required for providing the Services at a Site; and (b) must immediately notify MLA if a safety risk arises or incident occurs and comply with all reasonable and lawful directions of MLA in relation to such risk or incident.

8. PRIVACY

The Supplier must comply with relevant privacy and data protection laws (including the laws in force in the jurisdiction where the Goods or Services are supplied, and the *Australian Privacy Act 1988* and Australian Privacy Principles, even if that Act would not otherwise apply to the Supplier).

9. CONFIDENTIALITY

- 9.1. MLA's confidential information includes all material and information provided by MLA for the purpose of these terms and all material and information (including know-how and trade secrets) brought into existence for the purpose of providing the Services (**Contract Material**).
- 9.2. The Supplier will not, during or after the term of the PO: (a) except in the proper course of performance of its obligations under these terms, disclose to any person the content of these terms or any of MLA's confidential information; or (b) use any of MLA's confidential information in any manner which may cause loss to MLA or which is not contemplated by these terms.
- 9.3. The Supplier will, on request by MLA: (a) provide to MLA all material containing MLA's confidential information and all other property of MLA which is under the Supplier's control, including the Contract Material; and (b) permanently delete all electronic copies of such material under its control.

10. INTELLECTUAL PROPERTY

- 10.1. The Supplier assigns to MLA all intellectual property arising out of the provision of the Services on creation. The Supplier must ensure that any person assisting in providing the Services assigns to MLA all intellectual property they create in provision of the Services. The Supplier is only permitted to use such intellectual property for the provision of the Services to MLA.
- 10.2. The Supplier must not use (including in the Supplier's publications or materials) any of MLA's logos, trade marks or trade names without MLA's prior written consent.

11. PERSONNEL

- 11.1. Where nominated persons are specified in the PO, the Supplier must cause the nominated persons to assist in providing the Services.
- 11.2. The Supplier will obtain MLA's consent before subcontracting any part of the Services. MLA must also approve the terms of the engagement. Where the Supplier appoints a subcontractor, the Supplier remains primarily liable for carrying out the Services and must ensure that all of its permitted subcontractors comply with these terms.

12. WARRANTIES

The Supplier warrants that:

- (a) it will comply with all laws and regulations when performing its obligations under these terms and the PO;
- (b) any Goods are of acceptable quality, free from defects, fit for purpose and unencumbered;
- (c) the Goods have been manufactured in accordance with any legal requirements and do not infringe the rights of any other person;
- (d) if a maintenance obligation or warranty (including a warranty from the original manufacturer) applies in relation to any Goods, the Supplier must ensure that the obligation is performed or the benefit of the warranty is passed on to MLA;

- (e) the provision of the Services and the use of the Contract Material by MLA will not infringe any other person's intellectual property or other rights; and
- (f) the Services will be provided in a professional manner and with due skill and care.

13. TERMINATION

- 13.1. MLA may immediately terminate a PO by notice if the Supplier materially breaches its obligations under these terms or the PO and, if the breach is capable of remedy, does not remedy the breach within 7 days' of MLA's notice to do so.
- 13.2. MLA may terminate the PO for Goods on 7 days' notice provided the Goods have not been dispatched.
- 13.3. MLA may terminate the PO for Services on 14 days' notice.

14. MLA POLICIES

- 14.1. The Supplier agrees that the MLA Policies are incorporated into these terms and each PO, and all activities conducted in under these terms and each PO must comply with the MLA Policies.
- 14.2. MLA Policies means (a) MLA's anti-bribery and corruption policy [www.mla.com.au/anti-bribery-corruption-policy]; (b) MLA' privacy policy [www.mla.com.au/privacy]; and (c) MLA's code of conduct [www.mla.com.au/code-of-business-conduct-and-ethics], as amended from time to time, and to the extent such policies are consistent with the laws in force in the jurisdiction where the Goods or Services are being supplied.

15. MISCELLANEOUS

- 15.1. These terms do not constitute a relationship of principal and agent, partnership or employment between the Supplier and MLA.
- 15.2. These terms and all POs are governed by the laws set out in the table below. Any dispute, difference, controversy or claim arising out of or in connection with these terms, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the place set out in the table below.
- 15.3. These terms and all POs may only be varied in writing signed by both parties.
- 15.4. All notices under these terms must be in writing.
- 15.5. These PO Terms are set out in English and the local language set out in the table below. To review the local language versions, go to [www.mla.com.au/purchase-terms]. In case of any difference in interpretation between the English version and the local language version of these PO Terms, the English version shall prevail and the local language version shall be amended to conform to the English version.

Place where goods or services are supplied	Courts	Law	Local language
Japan	Tokyo	Japan	Japanese
South Korea	Seoul	South Korea	Korean
China/ Taiwan	Shanghai Singapore	PRC Singapore	Chinese Chinese
ASEAN (except Indonesia)	Singapore	Singapore	English
Indonesia	Singapore	Indonesia	Bahasa
MENA	Dubai International Financial Centre	Dubai International Financial Centre	Arabic
London/EC	London	England	English
USA/Mexico	New York	New York	English