

To: the legal entity within the AWN group that is identified as the seller in the Sale Catalogue, Confirmation of Sale, or Tax invoice, and which conducts the sale of livestock (individually and together called "AWN").

1. APPOINTMENT OF AWN AS LIVESTOCK AGENT

- (a) The Vendor agrees to appoint AWN as their livestock agent and / or del credere agent by contracting / consigning their sale of Livestock to AWN.
- (b) These terms and conditions govern every contract / consignment for the sale of Livestock to the Purchaser, with AWN as del credere agent.
- (c) Consignment includes any contract for the sale / purchase of Livestock through AWN at auction or otherwise.
- (d) These terms and conditions must be read together with any applicable Livestock Auction Terms and Conditions of Sale and General Credit Terms.
- (e) To the extent of any inconsistency between the Livestock Auction Terms and Conditions of Sale and these Terms and Conditions of Trade, these Terms and Conditions of Trade will prevail. To the extent of any inconsistency between these Terms and Conditions of Trade and the General Credit Terms, the General Credit Terms will prevail.
- (f) The Vendor authorises AWN to sell any Livestock in accordance with any instruction the Vendor may give to AWN, or otherwise, at the discretion of AWN.
- (g) The Vendor agrees that the proceeds of any sale of Livestock are to be paid to AWN and that AWN may deduct from those proceeds and retain for itself all monies payable by the Vendor to AWN under these Terms and Conditions of Trade before forwarding the balance to the Vendor.
- (h) If the proceeds of the sale of Livestock are insufficient to pay all monies payable by the Vendor to AWN, the Vendor must pay AWN, on demand, all outstanding Fees, Costs and Payments in relation to the sale of Livestock and /or outstanding monies.
- (i) The Vendor and/or Purchaser must pay to AWN any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by AWN in connection with the entry into these Terms and Conditions of Trade, the exercise or attempted exercise of any power, right or remedy under these Terms and Conditions of Trade and / or the failure to comply with these Terms and Conditions of Trade.
- (j) As security for payment of all moneys payable by the Vendor and for the Vendor's obligations generally under these Terms and Conditions of Trade, the Vendor charges in favour of AWN the whole of the Vendor's undertaking, property and assets (including without limitation all of the Vendor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Vendor irrevocably appoints each Officer as the Vendor's attorney to do all things necessary to create and register each such charge. Upon demand by AWN, the Vendor agrees to immediately execute a mortgage or other instrument in terms satisfactory to AWN to further secure payment of the money payable by the Vendor. If the Vendor fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Vendor acknowledges that AWN may execute such mortgage or other instrument as the Vendor's attorney pursuant to the appointment of AWN as the Vendor's attorney set out in these Terms and Conditions of Trade.
- (k) As security for payment of all moneys payable by the Purchaser and for the Purchaser's obligations generally under these Terms and Conditions of Trade, the Purchaser charges in favour of AWN the whole of the Purchaser's undertaking, property

and assets (including without limitation all of the Purchaser's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Purchaser irrevocably appoints each Officer as the Purchaser's attorney to do all things necessary to create and register each such charge. Upon demand by AWN, the Purchaser agrees to immediately execute a mortgage or other instrument in terms satisfactory to AWN to further secure payment of the money payable by the Purchaser. If the Purchaser fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Purchaser acknowledges that AWN may execute such mortgage or other instrument as the Purchaser's attorney pursuant to the appointment of AWN as the Vendor's attorney set out in these Terms and Conditions of Trade.

2. TITLE

- (a) Property and title to the Livestock remains with the Vendor until it passes to the Purchaser upon confirmation of the sale / purchase of the Livestock by the Purchaser and then only after full payment is received from the Purchaser for the Livestock purchased and all other outstanding amounts in relation to the purchase.
- (b) Until full payment is received, the Purchaser shall hold the Livestock as bailee for the Vendor.
- (c) Upon delivery and until paid in full, the Purchaser shall maintain the Livestock separately and in such manner that they can be readily identifiable as the property of the Vendor and the Purchaser must insure the Livestock at their purchase price, with a reputable insurer, in the name of the Vendor, AWN and the Purchaser.
- (d) Until full payment is received, the Vendor or AWN shall be entitled at any time to demand evidence of appropriate insurance and the return of the Livestock and shall be entitled, without notice to the Purchaser and without liability to the Purchaser, to enter any premises occupied or used by the Purchaser in order to search for and remove the Livestock.
- (e) The Purchaser acknowledges that if they sell the Livestock before title in and to the Livestock has passed to them in accordance with this clause, they sell the Livestock as a fiduciary agent of the Vendor provided that such sale will not give rise to any obligations on the part of the Vendor and the Purchaser shall hold the proceeds of the sale on trust for the Vendor in a separate account.
- (f) Title to the Livestock does not pass to AWN unless AWN acts as del credere agent in respect of the Livestock or becomes the Purchaser of the Livestock. If AWN becomes the Purchaser of the Livestock, clause 2(a) will apply.

3. RISK

- (a) Livestock will be at the risk of the Purchaser on and from delivery of the Livestock to the Purchaser's nominated destination.
- (b) The Purchaser indemnifies the Vendor against any loss or damage in relation to the Livestock on and from the day of delivery of the Livestock to the Purchaser's nominated destination.
- (c) After risk has passed to the Purchaser, the Purchaser shall not have any claim against the Vendor or AWN.

4. PAYMENT

- (a) The Vendor directs the Purchaser to pay AWN the Purchase Price of the Livestock on the terms of the invoice, and in accordance with any terms of credit between AWN and the Purchaser.
- (b) The Purchaser must pay the full amount specified on the invoice

without deduction, retention or set-off of any kind and for any reason.

- (c) The Purchase Price is exclusive of GST (unless otherwise stated) and the Purchaser will pay GST on the Purchase Price (if applicable) and will also pay GST on any other taxable supply in accordance with the sale / purchase of the Livestock.
- (d) If the Purchase Price together with all other charges, duties, taxes, imposts, levies, excise together with all other costs in connection with the purchase of the Livestock, including GST, are not paid in full by the Purchaser by the due date, the Purchaser will pay interest calculated daily from the invoice date up to and including the date of payment in full, at a rate of 15% p.a. as determined and calculated by AWN, in its discretion.

5. FEES, COSTS AND PAYMENTS

- (a) The Vendor agrees to pay AWN commission as calculated by AWN, applicable to the manner of sale / purchase of the Livestock.
- (b) The Purchaser agrees to pay all charges, duties, taxes, imposts, levies, excise and all other costs in connection with the sale / purchase of the Livestock (including, but not limited to, freight).
- (c) All Fees, Costs and Payments are due and payable on the earlier of:
 - (i) date of the sale / purchase of Livestock;
 - (ii) the termination of this Contract; or
 - (iii) if applicable, on demand by AWN.
- (d) If AWN incurs any costs on behalf of the Vendor after the date on which AWN pays the Vendor the balance of the Livestock sale proceeds, the Vendor must reimburse AWN for such costs immediately upon demand.

6. RIGHT OF SET OFF

- (a) AWN in its sole discretion, may at any time set-off any amount owing by the Vendor to any AWN entity on any AWN account held on the Vendor's behalf whatsoever whether or not the amount owing by the Vendor has become due or payable.

7. AWN'S LIMITED LIABILITY

- (a) The Vendor acknowledges that AWN's liability under these Terms and Conditions of Trade is limited to the making of any payment (if applicable) to the Vendor as in the manner detailed in clause 1(g).
- (b) AWN shall not be responsible for any breach of warranty by the Vendor or the Purchaser.
- (c) AWN gives no warranty as to the Vendor's title to the Livestock or the Vendor's right to sell the Livestock and is not liable in respect of any error in misdescription or regarding the description, pedigree, pregnancy status, condition, merchantability, quality or fitness of the Livestock in any respect.
- (d) AWN excludes liability for any and all indirect or consequential losses or damages (including loss of profits or lost opportunity) together with any liability to any third party arising from the Livestock itself or the Vendor's handling of the Livestock, howsoever arising and notwithstanding the fact that such losses or damages were reasonably foreseeable.

8. VENDOR LIABILITY AND WARRANTIES

- (a) The Vendor acknowledges that the Livestock is, to the best of its knowledge, in good condition and accurately described in any documents or materials provided to AWN relating to the Livestock.
- (b) The Vendor warrants that it has, or will have, the right to sell the Livestock at time of delivery.
- (c) The Vendor warrants that the Livestock are either free or will be free and will remain free from any charge or encumbrance prior to

the delivery of the Livestock.

- (d) The Vendor indemnifies and keeps AWN indemnified at all times against all liabilities, losses, damages, costs or expenses incurred or suffered by AWN and all actions, proceedings, claims or demands made against AWN relating to the quality or condition of the Livestock including but not limited to the description, pedigree, pregnancy status or condition of any Livestock, other than any wilful or negligent acts or omissions caused by AWN.

9. PURCHASER LIABILITY AND WARRANTIES

- (a) The Purchaser warrants that they have the authority to enter into a Contract with AWN to purchase the Livestock.
- (b) The Purchaser warrants that they have the ability to pay AWN for the purchase of Livestock and all other charges, duties, taxes, imposts, levies, excise together with all other costs in connection with the purchase of the Livestock (including but not limited to freight).

10. AWN'S RIGHTS AS DEL CREDERE AGENT OF THE VENDOR

- (a) Where AWN acts as a del credere Agent of the Vendor, AWN will pay to the Vendor the Purchase Price (less the commission payable to AWN and any other fees, levies and charges) within 10 days of delivery of the Livestock to the Purchaser.
- (b) The Purchaser acknowledges that AWN shall recover the Purchase Price from the Purchaser.
- (c) From the time of payment of the Purchase Price to the Vendor, the Vendor agrees and assigns / novates without limitation, all its rights under the Contract to AWN, who may exercise these rights in its own capacity.
- (d) The Purchaser acknowledges this assignment / novation and agrees to deal with AWN as the entity who has been assigned / novated all of the Vendor's rights.
- (e) Both the Vendor and the Purchaser acknowledge that AWN may receive from the Purchaser a fee for its service and both parties further acknowledge that in such instances AWN will be acting for both the Vendor and the Purchaser and notwithstanding that a conflict of interest may arise, the parties consent to AWN acting on their behalf and will not make any claim against AWN acting in such capacity.
- (f) Nothing in these Terms and Conditions of Trade shall render AWN liable in any way to the Purchaser as Vendor, nor entitle the Purchaser to any right the Purchaser may have against the Vendor under any Contract or otherwise.

11. PURCHASER - PERSONAL PROPERTY SECURITIES ACT (PPSA)

- (a) The Purchaser acknowledges that this Contract constitutes a security agreement under section 20 of the Personal Property Securities Act 2009 (PPSA) and that the Purchaser:
 - (i) grants a Security Interest (SI) and Purchase Money Security Interest (PMSI) as defined in the PPSA in favour of the Vendor over all the Livestock (and their proceeds) delivered to the Purchaser.
 - (ii) grants to AWN a SI in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by the Purchaser to AWN and as security for the performance of the Purchaser of the obligations set out in these Terms and Conditions of Trade.
 - (iii) agrees that any livestock or proceeds of sale of the Livestock coming into existence after this Contract will come into existence subject to the PMSI and SI granted

herein and these Terms and Conditions of Trade without the need for any further action or agreement by any party;

- (iv) agrees that the PMSI and SI has attached to the Livestock and that the attachment of the PMSI has in no way been deferred or postponed.
- (b) The Purchaser acknowledges that the SI arising under this Contract is assigned/novated by the Vendor to AWN.
- (c) The Purchaser further acknowledges that such SI will be held by AWN for the benefit of the Vendor.
- (d) The Purchaser acknowledges they will execute documents and such further acts as may be required by the Vendor or AWN to register the SI under the PPSA.
- (e) Until ownership of the Livestock passes to the Purchaser, the Purchaser waives its rights, to the extent permissible by law, under the provisions of Part 4 of the PPSA to receive notices.
- (f) The Purchaser also acknowledges that where AWN has rights in addition to Part 4 of the PPSA, those rights will continue to apply.
- (g) The Purchaser acknowledges that it has received value as at the date of delivery of the Livestock and has not agreed to postpone the time for attachment of the SI granted to the Vendor and/or AWN under this Contract.
- (h) If the Vendor or AWN has cause to exercise its rights under Sections 123 and 128 of the PPSA, the Purchaser irrevocably grants the Vendor and /or AWN the right to enter the Purchaser's property or any other premises where the Livestock are located, without notice, and without being liable to the Purchaser or to any third party.

12. FORCE MAJEURE EVENT

- (a) Force Majeure event means any rain events, floods, fires, lockouts, labour disputes, quarantine restrictions, epidemics, storms, earthquakes, acts of God, or any other act (including laws, regulations, etc) of government or agency, whether national, municipal or otherwise or any cause beyond a party's reasonable control.
- (b) If a party is interrupted in, or prevented from, their obligations by reason of any Force Majeure event, such party will not be in breach of the Contract and the time for completion of the Contract will be extended for a period equal to the duration of the delay, provided that if any such period exceeds 30 days, any party may immediately terminate the Contract without liability, by notice in writing to the other party.

13. BREACH OF CONTRACT

- (a) If the Purchaser breaches any of its obligations under the Contract, the Vendor or AWN may (in addition to any other rights or remedies):
 - (i) rescind the Contract; and
 - (ii) the Purchaser authorises the Vendor or AWN to enter any premises where the Livestock are located and to use such force as is necessary to retake possession of the Livestock; and
 - (iii) Resell the Livestock under such terms and conditions as the Vendor or AWN elects and any deficiency arising to any such sale (including all expenses, incidental costs and costs and expenses related to any attempted sales) shall be recoverable from the Purchaser.

14. TERMINATION

- (a) The Vendor or AWN may terminate the Contract without prejudice to any other action or remedy they have, might otherwise have, to any monies owing to the Vendor or AWN on

any account whatsoever, whether or not the amounts have become due or payable, if:

- (i) The Purchaser is in default of any payments or is unable or states they are unable to pay their debts as and when they fall due; or
- (ii) The Purchaser, being an individual, commits an act of bankruptcy or has a controller or trustee appointed to the Purchaser's estate, property or assets (or any part thereof); or
- (iii) The Purchaser, being a company, passes a resolution to wind up or enters into liquidation or has an application for winding up filed against it; or
- (iv) A receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Purchaser; or
- (v) The Purchaser experiences any analogous events having substantially similar effects to any of the events specified above.

15. GENERAL

- (a) If a party comprises two or more persons, the Contract applies to those persons jointly and each of them individually.
- (b) If any provision of these Terms and Conditions of Trade or its application to any person or circumstances is or becomes invalid, illegal or unenforceable the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these Terms and Conditions of Trade shall not in any way be affected or impaired.
- (c) The Contract is governed by the laws of the State as in which the Purchaser is located. The parties submit to and consent to the laws of the State and the central courts of that State as having jurisdiction over these Terms and Conditions of Trade.
- (d) These Terms and Conditions of Trade may be amended by AWN from time to time, will be made available on the AWN website and will take effect from the date the amended Terms and Conditions of Trade are listed on AWN's website.

16. DEFINITIONS

"Contract" means any contract for the sale / purchase, consignment or supply of Livestock through AWN at auction or otherwise.

"Fees, Costs and Payments" means all of the fees, costs and payments referred to in clause 5.

"General Credit Terms" means the terms and conditions contained in the Application for Commercial Credit as amended from time to time.

"Livestock" means the livestock supplied, provided, auctioned for sale, and/or otherwise made available by or through AWN.

"Officer" means each director, secretary, credit manager and authorised representative of AWN.

"Purchase Price" means the price of Livestock determined at auction or otherwise.

"Purchaser" means the person identified as the purchaser at auction or in any contract or otherwise and includes its authorised representatives.

"Vendor" means the person identified as the vendor at auction or in any contract or otherwise, and includes its authorised representatives.