

Standard Terms & Conditions for Sale of Goods

Definitions

In this document the following words shall have the following meanings:

- **"Buyer"** means the organisation or person who buys Goods
- **"Goods"** means the articles to be supplied to the Buyer by the Seller;
- **"Seller"** means "Hy-Line Layers Australia Pty Ltd", "Lohmann Layers Australia Pty Ltd" and related companies.

General

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
3. The Seller accepts no responsibility for any loss suffered by the customer, including loss of profits or business, as a result of it being unable to supply any goods the subject of an order accepted by it.

Price and Payment

1. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
2. Where credit is offered payment of the price and GST and any other applicable costs shall be due within 30 days of the end of the month in which the goods were supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
3. The Seller has the right not to set eggs for further deliveries for any customer whose account is overdue by more than 60 days.

Description

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

Cancellations

No order may be cancelled, modified or deferred less the 28 days prior to the scheduled date of delivery without the prior written consent of the Seller (which is at the Seller's sole discretion). If such consent is given it is, at the Seller's election, subject to the Seller being reimbursed all losses, including loss of profits.

Delivery

1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
2. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 7 days of signed receipt to enable replacement or refund.

Risk

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

Title

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

Return of Unused Goods

All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required.

Limitation of Liability

The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price.

Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable

extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria.