

TERMS & CONDITIONS:

These are the terms and conditions on which FOODLINK AUSTRALIA PTY LTD ("we" or "us" or "our") is willing to trade with you. These terms and conditions apply to each purchase order you place with us. Any variation to these terms and conditions must be in writing and signed by an authorised officer of (the "Company").

- 1. Price and Description:** The price and description of the product you may offer to purchase from us ("our product") is described in our price list. All prices are expressed in Australia dollars. We may change the price list at any time without prior notice. Any description of our product is given by way of identification only and the use of that description does not constitute a sale by description.
- 2. Payment:** If you have a pre-approved account limit with us, our terms are strictly as noted on invoices and statements, with time being of the essence. These terms of payment also apply to any work we perform or service we provided to you on request which is separate from your purchase of product.
- 3. Account Limit:** Normally, we allow you to purchase and continue to purchase our product if the total of your account does not exceed your pre-approved account limit and you have provided us with three (3) satisfactory written trade references and/or a satisfactory trade or status report from a credit rating agency acceptable to us. We may require fresh references/reports from time to time and additional information if you apply to increase your account limit. If we perform work or provide a service to you separate from your purchase of product, our fee for providing such work or service is added to your account. You agree that you will, if we request, also provide us further supporting documentation which may include (but is not limited to) any or all of the following: a) evidence that you have been incorporated for at least 12 months, and b) a copy of your audited financial statements (which must not be more than 12 months old). Under no circumstances are we obliged to accept any application for an increase in the limit of your account and we are not obligated to give you reasons for our decision. If any account is not settled within our trading terms, you agree that, in addition to any other right we may have, we may suspend all sales and delivery of our product to you or close your account with us. You acknowledge that we may decline your application to purchase our products if we are advised by our insurers that they will not grant us appropriate cover in relation to you.
- 4. Government Charges:** The prices of our products listed in our price list are inclusive of GST. We will provide you with a tax invoice.
- 5. Delivery:** Delivery takes place at the time our product passes into your or your agents' exclusive physical control or when ownership of our product has passed to you, whichever is earlier. Any date for delivery of our product indicated by us is an estimated date for delivery only. We will make all reasonable efforts to have the product delivered to you on the date agreed but we are under no liability for any loss or damage, however it arises, if the product is not delivered by that date. We reserve the right to deliver any products you order from us by instalment and each instalment is sold to you under a separate contact between you and us. Failure by us to deliver any instalment will not entitle you to cancel the balance of your order. In the event you are in default of these terms and conditions in respect of any instalment, we may elect to treat your default as a breach in respect of each other instalment.
- 6. Risk:** At all times from the date of delivery, our product is at your risk of loss or damage and you are responsible for its safe custody. It is up to you to arrange your own insurance.
- 7. Ownership:** You do not own any of our product in your possession until all of our product you have purchased from us at any time and all other amounts owing by you to us on any account have been paid for in full. You agree that we have a security interest in the product and further agree that we are entitled to register a security interest over the product, and you agree to do all things necessary and execute all documents reasonably required by us to register the security interest. Until you have given us full payment, you promise to store and deal with our product in a way that it is clearly identifiable as ours. You grant us an irrevocable licence to enter your premises on any business day to inspect our product in your possession and your books or records regarding our product. If you wish, you may promote and on-sell our product in the ordinary course of business even if ownership of our product has not passed to you. You will hold the proceeds of sale in trust and not by way of security, for and as agent for us in a separate account, you will pay the proceeds to us as soon as you receive them and we have the right to trace and claim such proceeds. You have no rights to bind us to any liability to any third party by contract or otherwise. If you use our product in some manufacturing or construction process of your own or some third party, you will hold such part of the proceeds as relates to our product in trust for us. Such part shall be deemed to equal in dollar terms the amount payable or owing by you to us at the time of the receipt of such proceeds. You will also keep separate records and clearly identify in your books your use of our product in such manufacturing or construction process.
- 8. Purchase Monies Securities Interest:** You agree that these terms and conditions create a PMSI in the product (and its proceeds) supplied presently and in the future by us to you. You agree to do all things necessary and execute all documents reasonably required by us to register the PMSI granted by you under these terms and conditions and to ensure that we acquire a perfected security interest in the product under the PPSA. This PMSI does not lose its priority as a result of the renewal, refinancing, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations. Until ownership of the product passes to you, you waive your rights under the following provisions of the PPSA, to the extent that it is permitted by law: receive a notice of intention of removal of an accession (s.95), receive a notice that we have determined to enforce its security interest in accordance with land law (s118), receive a notice of enforcement action against liquid assets, receive a notice of disposal of product by us purchasing the product (s129), receive a notice to dispose of the product (s130), receive a statement of account following disposal of the product (s132(2)); to receive a statement of account if no disposal of the product, six monthly (s152(4)), to receive notice of any proposal by us to retain the product (s135(2)), to object to any proposal by us to either retain and dispose of the product (s137(3)), to redeem the product (s142), to reinstate the security agreement (s143) and to receive a notice of any verification statement (s157(1) and 157(3)). To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in our discretion and which would otherwise confer rights on you. You further agree that where we have rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply. Your right to possession of goods still owned by us under these terms and conditions shall cease if: you being an individual, commit an act of bankruptcy, or, you being a Company, circumstances arise where a Receiver, Manager, administrator or controller becomes entitled to take possession of any of your assets, any proceedings are instituted for your winding up, or you enter into a Deed of Company Arrangement, or you cease or threaten to cease conducting business in the normal manner or apply for deregistration or receive a deregistration notice, or any cheque you provide to us is dishonoured for payment, or you fail to comply with any demand for payment issued by us, or you breach any of the terms and conditions contained herein and/or are in default of any other agreement between us and you. You agree that we are entitled to enter any premises where the product supplied by us and still unpaid for is located, repossess and sell such product. You agree to indemnify and keep us indemnified in respect of any claims, actions and costs that may arise against us in relation to the removal, repossession and sale of the product pursuant to these terms and conditions including any claims brought by third parties. You agree that repossession and retention of the product pursuant to the PPSA will only satisfy so much of the monies which may become payable to us by you, as is equivalent to our estimation of the market value of the product as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest you have on the product. Until ownership of the product passes, you must not give us a written demand or allow any other person to give us a written demand requiring us to register a financing change statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA. You agree not to change your name or undertake any changes to any documents that we have registered, require to be registered or are capable of being registered without our prior written consent.
- 9. Assignment:** You must not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent. Any assignment by you without our consent shall entitle us to avoid any liability we may have to you under these terms and conditions.
- 10. Recovery:** If at any time you owe us money on any account in excess of our trading terms then in addition to any other rights we have you agree we may enter any premises owned, possessed or controlled by you where our product is stored and remove our product and re-sell all or any of them. We are not liable to you if we take such action.
- 11. Claims:** When we deliver our product to you, you must inspect it immediately. You must report to us in writing any damage or incorrect supply within 24 hours of delivery otherwise we may refuse any claim you make. If our product is damaged when we deliver it to you we may accept its return and replace it with an equivalent product or credit you with the price paid, at our option. In all circumstances our product must be in its original packaging and proof of purchase must be supplied. If you have a dispute with us, you must notify our credit department in writing of your dispute within 24 hours of invoicing. You agree that you shall make no claim against us for any delay in delivery or any product delivered to you damaged as a direct or indirect result of events beyond our control.
- 12. Overdue Accounts:** You agree that any discounts, rebates or other concessions are lost if payment is not made within your determined terms. If you are in breach of all of our expenses of any kind including our legal costs on a solicitor client basis and any commission or other expense incurred by any debt collection agency we retain to recover the monies you owe us. We may commence legal proceedings against you for the recovery of any account which is overdue by 30 days or more from the date of invoice.
- 13. Replacement or Money Back:** To the full extent of the law all warranties are excluded. Warranties do not apply if the product has received maltreatment, inattention or interference or the product has not been used in accordance with any performance ratings and product safety instructions. To the extent that the law does not allow us to exclude warranties (other than a warranty as to title) our liability for any claim is limited to a refund of the purchase price actually paid, the replacement of the damaged product or the supply of equivalent product at our absolute discretion. In no circumstances are we liable for special, indirect or consequential loss, even if you advise us of any special circumstances.
- 14. Conflict of Terms:** These terms and conditions override your terms and conditions. To the extent of any discrepancy between these terms and conditions and any third party (including your own) terms and conditions these terms and conditions prevail.
- 15. Orders:** Unless we agree special arrangements, such as an authorisation code, we assume any order received from anyone in your employ has been placed with your authority and is binding on you. No quote is binding on us unless we have prepared and accepted a written confirmation of order.
- 16. Your Relationship with Us:** Nothing in these terms and conditions creates any relationship of employment, agency or partnership between you and us.
- 17. Intellectual Property:** These terms and conditions do not give you any intellectual property rights in our product. Your details and information that you provide us about yourself may be retained by us on our database. You have no rights in that database. We may use such database in the conduct of our business, subject to privacy and other relevant laws. We are not liable for any infringement or unauthorised use of any intellectual property rights arising from these terms and conditions. If any dispute or claim is made in respect of any infringement or unauthorised use of intellectual property, we may terminate these terms and conditions by notice to you and without liability to you or any other person. In these terms and conditions, intellectual property includes the full benefit of any rights in any copyright, trademark, registered design, patent, trade and business names, inventions, know-how, inventions, improvements, discoveries, confidential processes and information and includes without limitation artistic works, images, designs, motifs and photographs and any adaptation or concept relating to it.
- 18. Governing Law:** These terms and conditions are governed by and construed according to the laws of New Wales and the Commonwealth Personal Property Securities Act 2009.
- 19. Whole Agreement:** These terms and conditions form the entire agreement on which we are willing to trade with you and all any previous agreements or understandings we may have had with you are superseded by these terms and conditions. We may alter these terms and conditions at any time upon one (1) month's written notice. All transactions after the date specified in such notice will be subject to the altered terms and conditions. If you continue to trade with us after the date such alterations become effective you will be deemed to have agreed to the altered terms and conditions.
- 20. Your Obligations:** You acknowledge that you are not an associate or related body corporate or related party or related entity of ours (as such terms are defined in the Corporations Act 2001) and the Consumer Credit Code does not apply to these terms and conditions any of our terms and conditions you agree that you are also responsible for. If, at any time you believe that you may not or maybe be unable to perform or comply with your obligations under these terms and conditions, you are unable to pay your accounts as they fall overdue for payment, a cheque or bill of exchange received from you is dishonoured, you are or become insolvent or you have an administrator appointed, or your account is overdue and is not settled within our trading terms, you agree that you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly

basis until such notifiable events no longer exist, we have no obligation and will cease to deliver to you any product you have purchased while a notifiable event exists, we may close your account with us, we may request payment in advance for all products you have ordered from us, and we have no obligation to respond to any offer you make to purchase any of our product while a notifiable event exists. For the purpose of these terms and conditions, you are insolvent if: a receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings, you have passed an effective resolution for you voluntary winding-up, an order has been made by a court of competent jurisdiction for you to be wound up, a compromise arrangement (excluding a voluntary administration) has been wound up, a compromise arrangement (excluding a voluntary administration) has been made legally binding on you and your creditors, you have presented a debtors petition and it has been accepted by the Registrar of Bankruptcy, you have entered not a composition, deed of assignment or deed of arrangement under Part X of the Bankruptcy Act (or equivalent) with your creditors, or a legally binding sequestration order has been made against your estate.

21. **Severance:** If any of these terms and conditions are determined invalid, unlawful or unenforceable to any extent such terms and conditions shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
22. **Interpretation:** In these terms and condition unless otherwise indication by the context: (i) reference to a party to a document includes that party's successors and permitted assigns, (ii) "including" and other similar words are not words of limitation, (iii) an agreement, deed, covenant, representation or warranty on the part of two or more persons binds them jointly and severally and (iv) general words following words describing a particular class of category are not restricted to that class or category.

In these terms ad conditions, the following terms have the following meaning: (i) "Law" means any Commonwealth or Australian state legislation regulations and the general law and includes in particular the Commonwealth Competition and Consumer Act 2010 and regulations as amended from time to time and the Commonwealth Personal Property Securities Act 2009 and regulation as amended from time to time, (ii) "PPSA" means Personal Property Securities Act 2009 and "Purchase Monies Securities Interest" or "PMSI" has the meaning given in section 14 of the PPSA.

PRIVACY STATEMENT

We respect your privacy and we are committed to the protection of personal information. We collect personal information to assist us in providing you with services as well as information on either products and services offered by us. We collect personal information from you in a number of ways including: directly from you, such as when you apply for credit, place an order, become involved in any or our promotional activities, enter your personal details on our websites (for example during registration or application for products and services), when you provide information by phone or in documents such as an application form, from our affiliated companies, from your representatives, from publicly available sources of information, from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing, from our own records of your dealings with us; or when legally required to do so.

Your details including your purchases will be added to our database, and will be used by us: to identify you, in providing services to you including but not limited to the processing of this Application and the giving of credit to you and the administration and management of those services, to provide you with information on either products and services offered by us, in undertaking risk assessment and management and in gathering data and disclosing data to third parties such as insurance brokers and insurers, credit reporting agencies, financial institutions including our own bankers, service providers and industry groups having a legitimate reason to receive such information, as necessary from time to time for our organisation's functions.

If you provide us with personally identifiable information, you may receive from time to time, telephone calls, emails or direct marketing containing promotional material. You agree to receiving e-mailings from us including information not only on the areas of interest you have indicated but all types of news and information on our other products. If you do not want to receive them, please contact us. You may be asked to indicate your preference to receiving promotional material, when submitting information to us.

As with most websites, when you visit the Foodlink Australia website or use an application/form on the website, We may record anonymous information such as IP address, time, date, referring URL, pages accessed and documents downloaded type of browser and operating system. The Foodlink Australia website may contain links to or from other websites. We are not responsible for the privacy practices of other websites. This privacy policy applies only to the information we collect on the Foodlink Australia website. We encourage you to read the privacy policies of other websites you link to. We may employ other companies or individuals to provide certain services such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function but cannot use that information for other purposes.

We do not provide any personal information provided by you to any third parties other than to our affiliated companies or where required by law or as set out in this Privacy Statement. We will not sell, trade or rent your personal information to others. We may provide aggregate statistics on our customers to third parties such as advertisers, but these statistics will include no personally identifying information.

We co-operate with law enforcement agencies as required by law. All reasonable steps are taken to correct the information we hold where that information is not accurate, up-to-date and complete. All reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use and is maintained only for the purpose for which it is intended. You have the rights given by the Privacy Act 1988 as amended. You have the right to access your personal information and requests for information about our Privacy Statement are welcomed.