

CARRFIELDS LIVESTOCK TERMS AND CONDITIONS

1 Definitions

"Account" means any account to buy and/or sell Goods which we have established in your name.

"Application Form" means your application to open an Account.

"Buyer" means the purchaser of any Goods (being you, our principal if we are acting as agent or the third party purchaser if we are not acting as agent).

"Carrfields Group" means companies in the Carrfields group of companies from time to time as published on www.carrfields.co.nz.

"Force Majeure" means an event beyond our (or, if applicable, the Seller's) reasonable control, including death, disease, pandemic, theft, flood, earthquake or other natural disaster.

"Goods" means all goods and services supplied by us or sold through us, and includes livestock, feed, supplements, farm machinery and sundries.

"GST" means goods and services tax pursuant to the Goods and Services Tax Act 1985.

"Terms" means these Carrfields Livestock Terms and Conditions as replaced or amended from time to time.

"Seller" means the vendor of any Goods (being you, our principal if we are acting as agent or the third party vendor if are not acting as agent).

"we", "us" or "our" means Carrfields Livestock Limited and our successors and assigns.

"you" or "your" means the person(s) named as applicant(s) in the Application Form.

2 When these terms apply

2.1 These Terms as amended from time to time apply to the use of your Account and all Goods transactions with us or through us.

2.2 These Terms prevail over the terms in any sales docket relating to a sale arranged by us but are deemed to be incorporated into the terms of that sale. However, if a sale is conducted at an auction at which the New Zealand Stock & Station Agent's Association Conditions of Sale apply these Terms are supplementary to and do not limit the New Zealand Stock & Station Agent's Association Conditions of Sale.

3 Carrfields Group

We are a member of the Carrfields Group. We appoint Carrfields Limited as our agent for the purposes of administering and enforcing, and for invoicing and collecting payment under these Terms. Carrfields Limited may enforce all rights, powers and entitlements granted to or conferred on us under these Terms.

4 Your Account

4.1 You must notify us of any changes to your contact details or any other information you have given us in respect of your Account.

4.2 We may impose a credit limit on your Account and alter that credit limit by notice to you in writing. If you exceed the credit limit we may refuse to supply Goods to you.

4.3 We may at any time and in our sole discretion apply any:

- (a) credit balance on your Account; or
- (b) amount held on your behalf or received by us, or by any member of the Carrfields Group, towards payment of any amount that you owe to us or to any member of the Carrfields Group.

5 Our role in Transactions between you and Third Parties

5.1 We may act as agent for you and/or the Seller or Buyer (as the case may be) in respect of the sale and purchase of any Goods. You acknowledge that these Terms contain clauses that are for the benefit of a Seller or Buyer, and may, for the purposes of Part 2 subpart 1 of the CCLA, be enforced by that Seller or Buyer.

5.2 If we act for you in the sale of your livestock, you will deliver livestock transfer cards to us in the form we reasonably require no later than 14 days after the

livestock is delivered.

5.3 If we act for you in the sale of your Goods and you fail to deliver those Goods to the Buyer on the agreed date, then without prejudice to any other remedies available to us or the Buyer, we may sue you for specific performance, or cancel the transaction. If we cancel a transaction under this clause, you must immediately repay any amounts paid by us and/or the Buyer to you, and default interest will accrue on such amounts from the agreed date of delivery until the date the amounts are repaid in full. Interest will be calculated in accordance with clause 6.7.

5.4 If we are selling your Goods at auction, unless you have notified us of a reserve price, we may (but are not obliged to) set a reserve price for you. Neither we nor our auctioneer will be liable to you in any way in relation to the reserve set by us, or any failure to set a reserve.

6 Terms of Payment

6.1 Where you purchase Goods from us you must pay us the price plus GST and any applicable commission and delivery charges. You must pay us without deduction or set-off of any kind, and in the manner specified in our invoice. If our invoice does not specify a timeframe, you must pay us no later than 7 days after the date the Goods are delivered to you.

6.2 Where we act for you in the purchase of Goods from a Seller, you must pay the purchase price in full no later than 14 days after the date the Goods are delivered to you.

6.3 Where we act for you in the sale of Goods to a Buyer, we will pay you promptly once we have received the purchase price from the Buyer, but subject to our rights under clauses 4.3 and 6.5. We may (in our sole discretion) elect to pay you before we receive full payment from the Buyer. If we do so:

- (a) the Buyer will not be released from any liability and your rights under the sale contract (including to payment) are deemed to be transferred to us; and
- (b) we may, at any time before receiving the purchase price in full from the Buyer, reverse any payment made to you by debiting your account (and you must immediately pay any debit balance to us) and assign to you our right to payment from the Buyer.

6.4 We may act as agent for an exporter in the sale of your Goods. Where we do so, we will pay you promptly once we have received the corresponding funds from the exporter (subject to our rights under clause 6.5), provided you meet all of the exporter's conditions. This includes National Animal Identification and Tracing transfers, required exporter documentation and pedigree transfers. All documentation must be complete and provided to us and/or the exporter.

6.5 We may deduct commission from the proceeds of sales completed on your behalf, or debit the commission from your Account. Commission may be payable by both parties where we have acted for both parties to a transaction.

6.6 We may pass on to you any costs of payment processing such as bank cheque processing fees and credit card surcharges for payments you make to us and payments we make to you. We may (in our sole discretion) write off small credit balances on your Account for administration efficiency.

6.7 We reserve the right to charge interest on payments not made within the period set out in clauses 6.1 or 6.2 (as the case may be) at the current default rate published on our website, www.carrfields.co.nz. Interest will accrue on a daily basis and will compound monthly until all amounts (including default interest) have been paid in full.

6.8 All costs incurred by us in recovering overdue monies (including court, solicitor and debt collection costs) are payable by you as a due debt without further demand.

7 Risk, Title and Delivery

7.1 Goods purchased by you are at your risk:

- (a) for livestock, upon crossing the tailgate of the carrier; and
- (b) for all other Goods, at the time you collect the Goods or a carrier collects the Goods for delivery to you.

7.2 Ownership of and title to all Goods remains with us or the Seller (as the case may be) and does not pass to you until:

- (a) you pay us (or the Seller) for the Goods in full; and
- (b) you have satisfied all of your obligations under these Terms and/or any contract with the Seller in respect of the Goods.

7.3 Until title in the Goods passes to you, you will:

- (a) hold or deal with the Goods as our (or the Seller's) agent and deal with them only on behalf of us (or the Seller);
- (b) store the Goods in a manner which will protect them from damage or deterioration, and ensure that they are separately identified or identifiable from your other property;
- (c) not grant any interest or charge over the Goods to any person;
- (d) insure the Goods at your own cost for full replacement value against all risks and, if we or the Seller require, have our or the Seller's interests in the Goods noted on your insurance policy;
- (e) not assign or purport to assign to any person the right to receive any proceeds of the Goods; and
- (f) grant us an irrevocable licence to enter onto any property to take any action we consider necessary at any time to protect the Goods and/or our (or the Seller's) security interest in the Goods (including, without limitation, taking possession of the Goods at any time without notice and repossessing the Goods).

7.4 If you have purchased any Goods, you are responsible for checking whether the quantity of Goods delivered is correct upon delivery and notifying us (and the Seller if applicable) of any error. Unless you promptly notify us (and the Seller if applicable), the correct quantity of Goods will be deemed to have been delivered.

7.5 To the extent permitted by law, we will not be liable to you or any third party for any loss or damage caused by us in exercising our rights under this clause 7 and you indemnify us, our servants and agents, for any exercise or purported exercise of our rights under this clause 7.

8 Personal Properties Securities Act 1999 (PPSA)

8.1 Without limiting anything else in these Terms, you grant us:

- (a) a charge over all your present and afteracquired property on the terms contained in the current Auckland District Law Society form of General Security Agreement; and
- (b) a security interest in all Goods supplied to you (including all proceeds of such Goods), to secure payment of all amounts you owe to us or the Seller (as the case may be). You agree to do all things necessary to enable us to register financing statements on the Personal Properties Securities Register (PPSR), and to ensure that the security interest is a first ranking perfected security interest over such Goods and any proceeds. We may register a security interest on the PPSR in our name as secured party even if we are acting as agent for the Seller.

8.2 If the Goods subsequently become part of some other product or mass, then nothing in these Terms will limit the application of sections 82 to 86 of the PPSA. Nothing in section 114(1)(a), 120(1), 122, 133 or 134 of the PPSA applies. Your rights in sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA do not apply.

8.3 You waive your right under section 148 of the PPSA to be given a copy of any verification statement

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in respect of any financing statement or financing charge statement relating to the security interest.

9 Warranties

- 9.1 To the extent we are able, we will pass on to you the benefit of any manufacturer warranties in respect of any Goods we supply to you. Except as expressly agreed otherwise in writing, we do not make any representations or give any warranties in relation to the Goods being supplied to you, including (to the maximum extent permitted by law) representations and/or warranties in respect of:
- (a) the condition of any Goods;
 - (b) the Goods' fitness for purpose; and/or
 - (c) where the Goods are livestock, the health of the livestock and/or the presence or absence of any disease, pests, unwanted organisms and/or notifiable organisms.
- 9.2 If we act for you in the sale of your Goods, you warrant and represent that:
- (a) you are selling your Goods free from any security interest, charge or other encumbrance; and
 - (b) you have provided us with accurate and complete information in respect of the Goods, and you indemnify us against any losses, liabilities or costs (including legal costs on a solicitor/client basis) which we may suffer or incur in respect of any breach of these warranties.
- 9.3 You acknowledge and agree that you enter into these Terms and any transaction with a Buyer or Seller (as the case may be) at your own risk and in reliance on your own judgement.

10 National Animal Identification and Tracing (NAIT)

Where you are selling Goods through us that are livestock owned by you:

- (a) you warrant that the livestock are tagged with NAIT compliant ear tags and the livestock are registered on the NAIT database; and
- (b) you authorise us to transact NAIT transfers on your behalf in our capacity as a PICCA when the livestock are sold in a saleyard. In all other cases, you may request that we complete the NAIT transfer on your behalf and our standard NAIT processing fee applicable at the time will apply.
- (c) when carrying out the tasks under clause 10(b) above, we will meet all applicable legislative requirements of the NAIT Act 2012.

11 Biosecurity Act

- 11.1 Where you are selling Goods through us that are livestock owned by you:
- (a) you warrant that the livestock are healthy and free from disease, pests, unwanted organisms and notifiable organisms as defined under the Biosecurity Act 1993, and that the livestock and any property on which the livestock have been depastured are not subject to any order or notice of direction (such as a movement or control order) made by any regulatory authority including the Ministry of Primary Industries;
 - (b) you shall at all times comply with the provisions of the Biosecurity Act 1993 and any lawful notices and orders given or made by any regulatory authority in relation to the livestock; and
 - (c) you indemnify us against any loss or cost of any kind which we may suffer or incur as a result of your breach of clauses 11.1(a) and/or 11.1(b).
- 11.2 Where you are buying Goods through us that are livestock owned by a Seller, you acknowledge and agree that any information we provide you about the health of the livestock and the presence or absence of any disease, pests or other unwanted or notifiable organisms is passed on from the Seller. We do not verify this information.

12 Default

- 12.1 If you fail to comply with any of these Terms or with any other contract with us or a Seller, then without prejudice to our other remedies:
- (a) we may cancel or suspend your Account;
 - (b) we and/or the Seller may cancel any contract

with you and/or the supply of Goods to you; and (c) we and/or the Seller may (without your consent) appoint a receiver in respect of any Goods and any receiver is authorised to do anything referred to in these Terms and exercise all powers and rights conferred on the receiver by law.

- 12.2 Upon suspension or cancellation of your Account, any outstanding balance on your Account will be immediately due and payable. Any interest payable under these Terms will continue to accrue until you make payment of all outstanding amounts.
- 12.3 Neither we nor the Seller will be liable to you for any loss or damage you suffer because of our (or their) exercise of any rights, powers or remedies that are available to them or us, including the remedies under this clause.

13 Liability

- 13.1 Our sole liability to you in connection with Goods we have supplied to you that are not livestock is to replace any defective or faulty Goods or (at our election) to refund you the price of the defective or faulty Goods.
- 13.2 To the maximum extent permitted by law, we will not be liable to you, whether in tort (including negligence), contract, equity or otherwise, for any loss or liability of any kind, whether direct, indirect, special or consequential (except as set out in clause 13.1).
- 13.3 We are not liable in any way for anything done or not done by us on your behalf (including by us as your agent). We give no warranties or representations as to the ability of the Buyer or Seller (as the case may be) to perform any obligations, including the obligations to supply any Goods or to pay any money.
- 13.4 If and to the extent that we cannot rely on the exclusions of liability in these Terms, then the maximum aggregate amount of our liability to you arising out of any claim for loss or damage is limited to:
- (a) the commission actually received by us in respect of the transaction in connection with which our liability arises; and
 - (b) \$100, in all other cases. In the event of any claim, both parties must, in good faith, make all reasonable efforts to minimise the amount of any loss.

14 Consumer Guarantees Act and Fair Trading Act

- 14.1 You acknowledge and agree that any Goods supplied to you are being supplied and acquired "in trade" and therefore the Consumer Guarantees Act 1993 does not apply.
- 14.2 Where we are acting as agent for you and/or the other party to the transaction you acknowledge and agree that any information we provide you is passed on from the other party and has not been independently verified by us. Accordingly, nothing in sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 apply.

15 Guarantee

On request by us you will arrange for a personal guarantee in respect of your obligations to be provided to us by a person or entity we consider satisfactory (in our sole discretion). All personal guarantees cover the obligations you owe to us under any Account or separate contract between you and us. You agree that the guarantor may for all purposes be treated as primarily liable for the performance of your obligations under these Terms, and we will not be under any obligation to take proceedings against you before taking any proceedings against the guarantor.

16 Force Majeure

Neither us nor the Seller will be liable to you for any delay in delivery, non-delivery, destruction or deterioration of all or any part of the Goods directly or indirectly caused by an event of Force Majeure. If a Force Majeure event occurs, we may, at our sole discretion, either cancel the supply of Goods or the

transaction wholly or in part, or extend the time for delivery of the Goods for such period as may be reasonably necessary. You agree not to bring any claim against us or the Seller as a consequence of any cancellation or postponement of a delivery of Goods due to the Force Majeure event.

17 Disputes

- 17.1 Any dispute arising out of or in relation to these Terms will be referred to an independent expert for determination. The independent expert will be appointed by us after consultation with you (and the Seller or Buyer if applicable).
- 17.2 In determining a dispute the independent expert will:
- (a) act as an expert and not as an arbitrator;
 - (b) rely on their own knowledge, skill, experience and judgment;
 - (c) be entitled to make his or her own independent enquiries.
- 17.3 The expert will be requested to give their determination of the dispute as soon as practicable after being appointed. The expert's determination will be in writing, include reasons, and will be final and binding.
- 17.4 The expert's fees with respect to his or her determination will be borne equally by the parties, except to the extent that the expert determines otherwise.

18 Privacy

- 18.1 You (and each guarantor) authorise us to:
- (a) collect, retain and use information about you for the purpose of carrying out credit checks, deciding whether to continue to make any goods or services available to you, debt collection and/or marketing; and
 - (b) provide information about you (including information relating to any default in your payment obligations) to third parties for the purposes of enabling those parties to carry out credit checks, obtain credit reports or collect debt. To the extent permitted by law, those third parties may hold that information in their systems and use it now and in the future.
- 18.2 You (and each guarantor) may ask to see any personal information we hold about you and ask for any incorrect details to be corrected.
- 18.3 Where we act as your agent, you acknowledge and agree that we may disclose your details (including personal information) to any other party to the transaction.

19 General

- 19.1 Assignment: Provided that we have met our obligations under clause 10(c), we may assign our rights and obligations under these Terms without your consent. You may not assign any of your rights and obligations under these Terms without our agreement in writing.
- 19.2 Legislation: A reference to any legislation in these Terms includes a reference to any amended or substitute legislation and any regulations enacted under that legislation.
- 19.3 Contract and Commercial Law Act 2017: To the extent permitted by law, these terms prevail over the provisions in the Contract and Commercial Law Act 2017.
- 19.4 Governing Law: These Terms are subject to, governed by and interpreted in accordance with New Zealand law and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute in relation to these Terms.
- 19.5 Severability: Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law the remaining clauses will continue to be valid and enforceable.
- 19.6 Joint and Several Liability: Where you comprise more than one person or entity then the liability between those persons under these Terms is joint and several.