



AGREEMENT FOR THE SUPPLY OF THE LIVESTOCK

BETWEEN

**AFS DAIRY COMPANY AUSTRALIA PTY LTD (A.B.N 72163961920), of
Sleeth Road, Undera, Victoria, Australia ("the Buyer")**

and

**THE ENTITY DESCRIBED IN ITEM 1 OF THE SCHEDULE 1
("the Seller")**

Address: P.O. Box 39 Undera
Victoria 3629 Australia
Telephone: 61 0417 300 799
ABN Code: 72 163 961 920

1. BACKGROUND AND SUBJECT MATTER

- 1.1 The Seller wishes to sell the livestock;
- 1.2 The Buyer desires to acquire the Seller's livestock;
- 1.3 Whereas the Seller hereby agrees to sell, and the Buyer agrees to purchase, under the terms and conditions of this contract, the livestock described in **Item 2** of the Schedule 2 ("the Livestock");
- 1.4 The Parties hereby declare that they are duly represented and have the capacity to enter into this contract.
- 1.5 Now, therefore, for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows.
- 1.6 This contract contains and includes the following Schedules, as amended from time to time:
Schedule 1 Livestock, Numbers and Prices
Schedule 2 Agreed specification, Quantity & Selection
Schedule 3 Trucking Documents to be sent with livestock
Schedule 4 Estimated Project Schedule
- 1.7 In the event of any conflict between the terms of this contract and the terms of the Schedule, the terms of this contract will prevail.
- 1.8 This contract supersedes all prior quotations and negotiations relating to the livestock and services.

2 DELIVERY AND RETENTION OF TITLE

- 2.1 The livestock shall be delivered to the location described in Schedule1 **Item 5**.
- 2.2 The SELLER shall not be liable for any delay in delivery due to Force Majeure as defined in **clause 5**, or if the BUYER is late in performing its obligations under this contract.
- 2.3 The SELLER shall make reasonable efforts to meet the date of delivery provided in this contract.
- 2.4 The SELLER must inform the BUYER forthwith of any event, which will cause a delay in delivery.

AFS DAIRY COMPANY AUSTRALIA PTY LTD

- 2.5 The SELLER will send the necessary documentation with each delivery. The SELLER is responsible to issue a tag list for each consignment.
- 2.6 All Trucking costs are the SELLER's responsibility and at the SELLER's risk.
- 2.7 The BUYER will be responsible for arranging the payment no less than 14Days of taking delivery of the livestock at the destination described in this contract Schedule 1 Item 5
- 2.8 All prices are exclusive of value added tax, all of which shall be payable by the Buyer.
- 2.9 The SELLER Must provide a tax invoice within 5 days of trucking the livestock to the BUYER.

3 CONTRACT AMOUNT

- 3.1 Subject to the variations allowed for in the Schedule 1 Item 1, the purchase price of the livestock shall be the sum contained in Item 3 hereinafter called the "Contract Amount".
- 3.2 Ownership of the livestock will pass from the SELLER to the BUYER at the point of delivery by the SELLER to the BUYER but at all times subject to the SELLER having received full payment.

4. TERMS OF PAYMENT

Payment shall be made as follows-

- 4.1 10% of the Contract Amount is to be deposited into the SELLER'S nominated bank account on confirming PTIC with an approved veterinarian at the sellers cost.
- 4.2 Balance of 90% must be paid by no later than 14 days after delivery of the livestock and the documents required by the BUYER.
- 4.3 In the event of any adjustment to the contract amount or delay in the delivery of the livestock must be agreed to by both parties.
- 4.4 All charges and costs for defaulting on this contract shall be borne by the defaulting party.

5. FORCE MAJEURE

- 5.1 **Neither the SELLER nor the BUYER shall be held liable for failure to perform its contractual obligations if said failure results from an event of Force Majeure, which is understood to be any unpreventable event beyond the control of the parties ("Force Majeure"), including but not limited to: natural disasters, flood, fire, explosion, shortage of power, shortage of raw materials, labour conflicts,**



transportation difficulties, public unrest, strikes, wars, riots, sabotage, perils of sea, act of god, governmental action, legal restrictions or regulations, national defence requirements, actions of consumers or other pressure groups.

6. INTELLECTUAL PROPERTY

6.1 Each party shall remain the owner of the intellectual property rights it held as at the date of this contract and nothing in this contract shall be construed to grant a party any rights, by licence or otherwise, to any of the intellectual property right(s) of the other party.

7. SEVERABILITY

7.1 If any provision of this contract should be found to be illegal or invalid, such provision shall form no part of this contract, and the other provisions shall remain unaffected by such circumstances. The parties shall, in such case, use in good faith all reasonable efforts to agree to different terms, which are not illegal or invalid, and which as nearly as possible reflect the intentions of the parties.

7.2 Neither party shall have the right to assign this contract or any right herein without the prior written consent of the other party.

8. GOVERNING LAW AND ARBITRATION

8.1 This contract will be subject to the written and published State trade law. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration. The decision made by The Court of Arbitration is final and binding upon all parties.

8.2 The parties acknowledge that they have entered into this Deed without relying on any representation made by the other party or parties.

8.3 This Deed may not be varied except by written instrument executed by all of the parties hereto.

9. EXECUTION

Executed by the parties as a Deed at the date set out at the commencement of this Agreement.

AFS DAIRY COMPANY AUSTRALIA PTY LTD

Executed as a Deed by **AFS DAIRY
COMPANY PTY LTD ACN 163961920
BUYER**

Executed as a Deed by **SELLER**

Signature of Director / Date

Signature of Director / Date

Name of Director / Date
(Block Letters)

Name of Director / Date
(Block Letters)

SCHEDULE 1

- | | | |
|-------------|--|--|
| Item | Description of SELLER | Name; |
| 1 | | Address; |
| | | Phone; |
| | | ABN; |
| Item | 'Description of the AFS; | () head of Australian Friesian Sahiwal X heifers |
| 2 | Livestock | |
| Item | Contract amount in; | \$700 per head Plus GST, Including deposit already paid on |
| 3 | Australian Dollars | PTIC. |
| | | (i.e. \$770 per head for every Female accepted by the buyer,
This is including all Deposits paid that will be deducted from
Total amount to allow for Male calves, Abortions, Early Deaths,
Rejects ETC.,) |
| Item | Services provided in; | Correct information of the sire code is required. |
| 4 | addition to the sale of
the Livestock | |
| Item | Location to which the; | Undera Victoria 3629 (Or a central pick up point in each local |
| 5 | Livestock are delivered. | area for small consignments) |

Schedule 2

Agreed specification, Quantity & Selection

<p>BREED</p> <p>(AFS) Australian Friesian Sahiwal x, <u>heifers only</u>, NO MALES REQUIRED and remain the property of the breeder. Livestock must derive from AFS semen supplied from AFS Dairy Company Australia Pty Ltd</p>
<p>AGE</p> <p>5- 6 months at Trucking</p>
<p>WEIGHT</p> <p>130 to 160 kg at Trucking</p>
<p>HERD CRITERIA</p> <p>Australian Friesian Sahiwal heifers will be from herds with minimum average production of 5000 litres, butterfat average 3.4% protein 3.1% (305 days lactation)</p> <p>With dam minimum of 40% Holstein/ Friesian. (i.e. xbred cows with 40% Holstein , 60% Jersey or grater Holstein Parentage) Or influenced red breeds.</p>
<p>BREED INFORMATION</p> <p>Each AFS Animal will be tagged and supplied an individual breed information Produced from sire code identified , with dam parentage, DOB and identification of the Heifer.</p>
<p>SHIPMENT PERIOD</p> <p>Time to be Agreed by both parties, Calves must be weaned onto calf supplements ie calf Pellet , Or Mixed Ration to promote good growth .</p>
<p>SELECTION CRITERIA</p> <p>The buyer will have the right of refusal of any cattle that are not suitable for the buyer with the selection of the livestock, either on the farms where the livestock will be supplied from or in the pre- embarkation holding area. i.e., Not well grown for age, ill health, defects and injury's. AFS cattle are clearly identified by their traits, colour, floppy ears, and conformation. The buyer will conduct a DNA test on any cattle that may suspect to not hold the AFS Traits.</p>
<p>LOCATION</p> <p>Contracted Herds can be located in S.E-South Australia, Victoria, Southern NSW and Tasmania.</p>

Schedule 3

Documents to be on board the transport

- Tax Invoice
- Breeding, Sire information
- National vender declaration NVD

Schedule 4

Estimated Project Schedule
AFS Dairy Company Australia

Contract date	
Special conditions	
Insemination date in month	
Estimated date of Calving	
Estimated date of departure	
Payment Term	10% Down payment at PTIC, Balance 90% No Later than 14 Days after shipment date