

### Definitions and Interpretations

- "Product" or "goods" means chilled pet rolls manufactured by Farmer's Mate for Pets Pty Ltd at 10 Pipe Road, Laverton North, Victoria, 3026. This also includes any packaging, labelling, pallets delivered with the product.
- "Customer" means the person or entity that purchases our product.
- "Farmer's Mate for Pets" means Farmer's Mate 4 Pets Pty Ltd ACN 655 173 103.

### A 'Force Majeure Event' affecting either you or us means:

- Anything outside the reasonable control of Farmer's Mate for Pets or the Customer, including, without limitation, flood, fire, theft, storm, tempest, power failure, major mechanical repairs/replacement, machinery breakdown, refrigerant leaks, act of God, war, act of terrorism, strike, lockout, and shortage of labour.

### Purpose and Application

This Agreement is incorporated into each:

- Contract for the supply of Goods made between Farmer's Mate 4 Pets and the Customer.
- Credit Application
- Credit account opened in the Customer's name with Farmer's Mate 4 Pets

### Guarantor

- If the Customer is an Incorporated Entity, the Director/s of the Incorporated Entity ("the Guarantor/s") will be required to provide a personal guarantee that the Customer will satisfy all of its obligations pursuant to the terms and conditions of this Agreement and should the Customer fail to meet any or all of these obligations the Guarantor will be held personally liable and Farmer's Mate 4 Pets will have the right to recover any loss from the Guarantor as if they were the Customer.
- If the Customer is an Incorporated Entity and there is a change in ownership and/or control of the Entity, an updated Deed of Guarantee is required to be signed by the incoming Director/s of the Entity prior to Farmer's Mate 4 Pets providing any further line of credit to or accepting any further orders or supply to the Customer

### Prices

- The price is the amount payable for goods shall be the value of the goods at the time of purchase from Farmer's Mate 4 Pets and as set out in proposal or agreement and can be subject to variation varied in writing between the parties.
- Any quotation for the supply of goods provided to the Customer prior to signing this Agreement are an estimate only and are not binding on Farmer's Mate 4 Pets.
- Quotations and prices are given exclusive of all taxes (such as GST), duties and government charges levied in respect of the goods except to the extent they are expressly included in the price and the Customer is responsible for payment of such taxes, duties and government charges.

### The Manufacturer and Provision of Product

Farmer's Mate 4 Pets:

- Manufacture the product in accordance with the certified HACCP manual and PrimeSafe licence, with consideration to receipt of raw materials, processing, packing, and labelling.
- Record temperatures and quality control of materials used throughout the manufacturing process.

- Label in accordance with HACCP labelling requirements with Farmer's Mate 4 Pets branding. On occasion, in-house customers branding may be applied, however labelling requirements will be met, including reference to our Pet Food Establishment number and location of manufacture.
- Farmer's Mate 4 Pets bears no responsibility for alteration, deterioration or any other circumstance that may affect the content of a label whilst sold on.
- Prior to despatch, Farmer's Mate 4 Pets place product into labelled cartons and are stored in a temperature-controlled chiller between 2-4 degrees Celsius
- Deliver product in a temperature-controlled truck, in accordance with our HACCP requirements.
- Ensure third party contracted transport is in a temperature-controlled environment. Farmer's Mate 4 Pets is not responsible for liable for any losses, deterioration, or damage to product.
- Product released will be signed off to confirm receipt.
- Product delivered may be on a pallet which will be removed at the time of delivery or exchanged with another Chep pallet.
- Farmer's Mate 4 Pets is not liable for the storage, handling and sale of individual product at the retail level.

### Timing

- Any time quoted for delivery of the goods is an estimate and is not binding on Farmer's Mate 4 Pets.

### Risk and Title

- Risk of loss or damage to the goods passes to the Customer at the time the Goods are dispatched.
- Ownership of and title to the goods does not pass to the Customer until the Customer has paid Farmer's Mate 4 Pets for the goods in full and has paid Farmer's Mate 4 Pets all other monies it owes

### Cancelling Goods

- If the Customer brings this Contract to an end prior to the expiration of the terms of this Agreement, the Customer must pay Farmer's Mate 4 Pets on demand all reasonable out of pocket expenses incurred by Farmer's Mate 4 Pets because of the cancellation.
- If Farmer's Mate 4 Pets has reason to believe that it will be unable to supply the Goods agreed to by the Customer within a reasonable time or at all due to circumstances beyond its reasonable control, Farmer's Mate 4 Pets may, without penalty, cancel the Agreement.

### Invoicing and GST

- Invoices will be sent weekly and must be paid within 14 days on receipt of product.
- Where invoices are not paid, Farmer's Mate 4 Pets will cease supply of goods, until resolution of payment.
- The Customer must pay any assessment or imposition of a goods & Service Tax (GST) which is imposed or assessed against Farmer's Mate 4 Pets.
- GST is imposed.

In addition, regarding payment or overdue accounts, Farmer's Mate 4 Pets may:

- Grant, vary or withdraw credit to the Customer at any time, and without further notice.
- Charge interest on overdue amounts at the rate provided in the Penalty Interests Rate Act 1983 (Vic), plus 2%, compounded daily from the date of due payment until the date of payment in full of the overdue amount, plus interest.
- Reject credit, if the Customer fails to provide a signed Deed of Guarantee in relation to this agreement or any further credit application.
- Demand all costs and expenses incurred by Farmers Mate 4 pets because of any delay in payment.

### Indemnities

The Customer agrees to indemnify, defend and hold harmless Farmer's Mate 4 Pets and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

This also includes:

- Any fraudulent, unlawful, or negligent act or omission by the Customer
- Any injury or damage to person, pet or property, or death of any person, to the extent caused by any act or omission of the Customer or its subcontractors
- Any product liability claims against Farmer's Mate 4 Pets to the extent caused by any Defect, Non-Compliant Product or act or omission of the Customer or its subcontractors
- Any product recall relating to a Farmer's Mate 4 Pets to the extent caused by any Defect,
- The costs of production downtime in the manufacturing operations (including any wages, rescheduling or restart costs associated with that downtime);
- Any spoilage costs of production inputs.
- Increased costs associated with the detection and avoidance of any recurring problems.
- Increased manufacturing or distribution costs.
- Payments to Customers (including payments in kind) relating to a failure to deliver products to that Customer in accordance with the Customer's requirements.
- Costs relating to a product recall.
- Any increase to Farmer's Mate 4 Pets insurance premiums and any deductible payable in respect of an insurance claim lodged by Farmer's Mate 4 Pets.
- Lost sales that are identifiable by way of orders received and accepted by Farmer's Mate 4 Pets
- The cost of any legal or accounting expenses incurred by Farmer's Mate 4 Pets in recovering any loss.

### Insurance

The Customer is responsible for arranging and maintaining insurance in relation to selling Farmer's Mate 4 Pets products from receipt.

### Website and Internet Content

The Farmer's Mate 4 Pets website may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that Farmers Mate 4 Pets is not responsible for the privacy practises of other such websites.

### Errors or Omissions

Occasionally there may be information on our website, social media and on our goods that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, availability and any other information. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information relating to the service, goods website or social media accounts is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### Termination of Contract

Either party may terminate this contract by giving thirty (30) days written notice, which may also be applied in the event of unresolved issues and/or disputes. If the contract is over a period of more than one (1) year the contracted time/agreement will take precedent, unless otherwise agreed.

### Confidentiality

- Information provided to the Customer via proposals, quotes or any other material created as part of any contract remain the intellectual property and copyright of Farmers Mate 4 Pets.
- Farmers Mate 4 Pets will take reasonable steps to protect the privacy of personal or company information supplied by the Customer that may be used for operational purposes. Farmer's Mate 4 Pets will ensure any information held is accurate and up to date. All reasonable steps will be taken to ensure the Customer's information is protected and access restricted to authorized personnel.

### Governing Law

These conditions shall be governed and constructed by the laws of the State of Victoria irrespective of where the contract was made and any proceeding in respect of any claim matter or thing against Farmer's Mate 4 Pets shall only be instituted or carried on in the State of Victoria.

### Changes to Terms

You can review the most current version of the Terms of Service on our website [farmersmate4pets.com.au](http://farmersmate4pets.com.au).

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.