



STANDARD TERMS FOR BEEF AND BOBBY CALF PURCHASES

1. These standard terms apply to the acquisition of beef and bobby calf livestock by Silver Fern Farms (see paragraph 13). Where these standard terms conflict with the terms of trade in specific Silver Fern Farms livestock contracts (such as Backbone® contracts) then the terms in those specific contracts apply.
2. Stock supplied to Silver Fern Farms must be fit for travel, fit for processing for human consumption and must be managed by you at or above minimum standards imposed by legislation and/or by the Ministry for Primary Industries. Silver Fern Farms may reject, at your cost, any stock failing to meet these criteria.
3. Stock will be slaughtered as soon as practicable after it is delivered to Silver Fern Farms. Silver Fern Farms will pay you fourteen (14) days after slaughter the price agreed for the stock (plus GST if applicable), less levies, inspection fees, applicable transport charges payable by you and any other deductions or retentions you have agreed to.
4. Silver Fern Farms may set off any payments that are payable to you against any amounts payable by you to any member of the Silver Fern Farms group.
5. Title and risk in the stock will pass to Silver Fern Farms at the weigh/grade station at the Silver Fern Farms processing plant where the stock will be processed.
6. You warrant that the stock you supply to Silver Fern Farms is free from all liens, charges, mortgages, encumbrances and other adverse interests and claims of any nature whatsoever and that the stock is Silver Fern Farms' absolute property exclusively at the time of purchase by Silver Fern Farms. You indemnify Silver Fern Farms against any losses, costs and expenses whatsoever suffered or incurred by Silver Fern Farms which arise from your breach of this warranty.
7. Silver Fern Farms shall not be liable to purchase any stock from you if it is unable to immediately process that stock at its preferred plant as a result of any event outside of Silver Fern Farms' reasonable control (including strikes, lockouts or any other industrial disturbance).
8. If any dispute arises in relation to your stock supply that cannot first be settled through negotiation then the matter may be referred to an arbitrator to resolve the dispute. The arbitrator shall be a person with experience within the industry agreed between the parties or, if the parties cannot agree upon an arbitrator within 14 days of the dispute being referred to arbitration, the appointment will be made by the President for the time being of the Otago District Law Society (or the President's nominee). The decision of the arbitrator shall be binding on Silver Fern Farms and you. In all other aspects, the provisions of the Arbitration Act 1996 shall apply.
9. You authorise Silver Fern Farms to collect and use information about you for the purposes of the Silver Fern Farms group's business.
10. Silver Fern Farms Livestock Representatives do not have authority to vary these standard terms whether orally or in writing.
11. You consent to us providing you with electronic communications from time to time including newsletters and promotional material. You may unsubscribe at any time.
12. Silver Fern Farms may vary these standard terms at any time and shall maintain the current copy of these standard terms on its website.
13. In, and for the purposes of, these standard terms:
 - (a) If you are not a shareholder in Silver Fern Farms Co-operative Limited (company number 149713), Silver Fern Farms means Silver Fern Farms Limited (company number 5474064) and the Silver Fern Farms group means together, Silver Fern Farms Limited (company number 5474064) and its subsidiaries.
 - (b) If you hold ordinary, rebate or supplier investor shares in Silver Fern Farms Co-operative Limited (company number 149713):
 - i. Silver Fern Farms means Silver Fern Farms Co-operative Limited (company number 149713). All stock supplied by you will be received by Silver Fern Farms Co-operative Limited (company number 149713) and will be immediately sold on to Silver Fern Farms Limited (company number 5474064); and
 - ii. the Silver Fern Farms group means together, Silver Fern Farms Co-operative Limited (company number 149713), Silver Fern Farms Limited (company number 5474064) and its subsidiaries.
14. Silver Fern Farms Limited (company number 5474064) will have all payment obligations to you under these standard terms.

