

OCEANIA MEAT PROCESSORS TERMS OF SUPPLY

1 SUPPLY

- 1.1 All products sold by from Oceania Meat Processors Limited (**OMP**) are sold subject to these Terms of Supply. "Customer" in these terms means the purchaser under any contract for the purchase of any products from OMP.
- 1.2 By requesting the supply of products from OMP, the Customer agrees to be bound by these terms.
- 1.3 A contract for the supply of products shall not be formed until OMP has sent to the Customer a confirmation of acceptance of the relevant purchase order and the Customer has acknowledged receipt.

2 PRICE AND PAYMENT

- 2.1 The price for all products will be as agreed by OMP and the Customer in writing at the time of purchase order confirmation.
- 2.2 The Customer must pay the full price of the product without set-off or deduction. Payment is due on the 7th day following the date of OMP's invoice, unless other payment terms have been agreed in writing.
- 2.3 The Customer agrees to pay OMP for all costs and expenses incurred by OMP in connection with OMP recovering any overdue amount owed by the Customer to OMP.

3 RISK AND TITLE

- 3.1 Title in the product remains with OMP until the product has been paid for in full. Risk passes to the Customer at the point the product leaves OMP's possession.

4 ORDERS

- 4.1 OMP is not required to accept a Customer's order for products, and OMP may cancel any order by written notice to the Customer.
- 4.2 The Customer may not cancel any order for products (whether fully or in part) without OMP's written consent in its discretion.
- 4.3 The Customer must satisfy itself as to whether products supplied by OMP are fit for the Customer's purpose.

5 DELIVERY OF PRODUCTS

- 5.1 OMP will use its reasonable efforts to supply products in accordance with these terms and by the estimated delivery date. However, OMP will not be liable for any delay, including where there are delays or disruptions in processing or freight of the products. The Customer will have no right to reject any products due to such delay. OMP will not be liable for any loss or damage suffered by the Customer as a result of the non-supply of the product including where freight is either not available or is not offered on a commercially viable basis to OMP. OMP may deliver any products in instalments.
- 5.2 All products will be delivered to the Customer on the basis set out in the purchase order confirmation or, where no relevant delivery details are specified, on the basis of Incoterm DAP (Incoterms 2020) delivered to the named place of delivery set out in OMP's order confirmation. Delivery will be completed at that point.

6 LIABILITY

- 6.1 If the Customer wishes to make a claim to OMP in relation to any product sold, the Customer must make that claim within 5 days of delivery of the product to the Customer.
- 6.2 If OMP agrees that the product is defective then OMP may, at its option, refund the price of the product or replace the product at OMP's cost. The maximum value of any claim that may be made against OMP shall be the sale price of the product for which the claim is made. In no circumstances shall OMP be liable to the Customer or to any third party for any indirect or consequential loss, loss of profits or revenue.

7 SUSPENSION OR TERMINATION

- 7.1 Where the Customer:
- (a) breaches these terms or any other agreement with OMP;
 - (b) becomes bankrupt or insolvent;
- OMP may suspend or terminate any agreements or arrangement to supply products to the Customer and recover from the Customer all costs and expenses (including legal fees) incurred by OMP in connection with OMP exercising its rights under these Terms.

8 HANDLING, USE ETC

- 8.1 The Customer will comply with all reasonable and lawful directions notified by OMP to the Customer in respect of the products (including in relation to the transport, storage, handling and use of products).

9 MISCELLANEOUS

- 9.1 **Consumer Guarantees Act** The Customer represents that it is acquiring the products for the purposes of a business and accordingly the Consumer Guarantees Act 1993 (NZ) shall not apply.
- 9.2 **Force majeure:** OMP will not be liable and the Customer will not be entitled to cancel any order for the suspension or delay of any shipment of product or any failure of OMP to carry out its obligations under these terms caused directly or indirectly by reason of fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, pandemic (including the Covid-19 pandemic), strike, lockout or labour dispute, shortage of fuel, port congestion, power or raw material, inability to procure product or transport, acts or omissions by governmental or regulatory authorities, or any other event beyond the reasonable control of OMP.
- 9.3 **Entire agreement:** These terms, together with OMP's confirmation of purchase order and invoice, is the entire agreement between the Customer and OMP for the supply of products, and replaces any earlier correspondence, discussions and agreements on the supply of the products (either oral or written) and any documents provided by the Customer.
- 9.4 **Convention:** The parties agree that notwithstanding the domicile of OMP and/or the Customer and or the applicable laws applying to the contract, OMP and the Customer expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) ("the Vienna Convention") shall not apply and no terms or conditions shall be implied into the contract by virtue of the Vienna Convention.
- 9.5 **Waiver:** Any waiver of these terms will not be effective except to the extent agreed in writing.
- 9.6 **Amendment:** OMP may vary these terms from time to time. Any varied terms will be posted on OMP's website and will apply to the provision of all products the Customer orders after the date on which the varied terms take effect.
- 9.7 **Assignment:** The Customer may not assign or subcontract all or any of its rights or obligations under this agreement without OMP's prior written consent.
- 9.8 **Governing law:** These terms will be governed by the laws of New Zealand, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.