

TERMS AND CONDITIONS OF PURCHASE

1 INTRODUCTION AND DEFINITIONS

1.1 Unless otherwise agreed in writing:

- (a) the supply and purchase of the Goods is governed exclusively by the terms in the Purchase Order and these terms and conditions (collectively “the Conditions”); and
- (b) the Conditions constitute the entire agreement between the Customer and the Supplier; and
- (c) if the Supplier makes supply in accordance with the Purchase Order, it will be taken to have waived all other terms and conditions applicable to the supply of the Goods including, without limitation, as to retention of title, other than the Conditions as at the date of the Purchase Order.

1.2 The following words have the following meanings:

- (a) “Delivery Address” means the address to which the Goods are to be delivered, as stated in the Purchase Order under the words, ‘Ship To’;
- (b) “Delivery Date” is the date by which the Customer requires delivery or installation and commissioning of the Goods (whichever is the later), either as stated in the Purchase Order or as otherwise agreed in writing;
- (c) “Goods” means the goods and (if applicable) delivery, installation, commissioning and testing services referred to in the Purchase Order;
- (d) “Party” means each of the Customer and the Supplier;
- (e) “PPSA” means the Personal Property Securities Act 2009 (Cth);
- (f) “Purchase Order” means any purchase order issued by the Customer to the Supplier in respect of the Goods to which these terms and conditions relate;
- (g) “Purchase Price” means the purchase price stated in the Purchase Order including; the cost of installation if required, all duties, taxes (other than GST if applicable), delivery and any other costs incurred in respect of the Goods or, where no purchase price is stated, the price negotiated and accepted by both Parties prior to the supply of the Goods;
- (h) “Supplier” means the supplier referred to in the Purchase Order and, where appropriate, its employees, contractors, agents and permitted assigns;
- (i) “Customer” means Tassal Operations Pty Ltd (ACN 106 324 127) or De Costi Seafoods Pty Ltd (ACN 606 307 804) or a member of the Tassal group of companies as referred to in the Purchase Order and, where appropriate, its employees, contractors, agents and permitted assigns.

2 DELIVERY

- 2.1 The Supplier will deliver the Goods, at its cost by the Delivery Date, at the Delivery Address.
- 2.2 The Supplier must deliver the Goods either to the Customer or as directed by the Customer with a delivery note referring to the Purchase Order number, together with any other documents required to transfer full legal and beneficial ownership of the Goods and the benefit of any warranty and licences in respect of the Goods, to the Customer.

3 TRANSFER OF OWNERSHIP

- 3.1 The risk and/or ownership (both beneficial and legal) of the Goods will remain with the Supplier until the later of the completion of the functional installation of the Goods or the

express acceptance of the Goods by the Customer at the Delivery Address.

4 INSTALLATION

- 4.1 If installation of the Goods is required by reference to the Purchase Order, the Supplier will install and commission the Goods in a proper and workmanlike manner.
- 4.2 The Supplier will comply with the Customer's reasonable directions and will adhere to those of the Customer's health, safety and environmental standards and policies of which it has actual or constructive notice regarding the delivery, installation, commissioning and testing of the Goods.

5 PAYMENT

- 5.1 The Customer will pay the Purchase Price within 45 days from the end of the calendar month in which the Customer receives a valid tax invoice from the Supplier (which must be supplied to the Customer and dated subsequent to the Delivery Date).

6 WARRANTIES

- 6.1 The Supplier warrants that, as at the Delivery Date:
 - (a) the Goods will be free from any defects as at the Delivery Date;
 - (b) the Customer will have the benefit of any manufacturer's warranty or licences required to use the Goods;
 - (c) it is or will be the sole owner of the Goods free of any encumbrance whatsoever at the Delivery Date; and
 - (d) the Goods will conform to any specifications set out in the Conditions and will be of merchantable quality and fit for the purpose to which the Customer intends to put the Goods.

7 INTELLECTUAL PROPERTY

- 7.1 In supplying the Goods to the Customer subject to the Conditions, the Supplier has not and will not infringe:
 - (a) upon any intellectual property (including moral) rights of any third party in relation to the Goods; or
 - (b) any laws which apply in respect to these Conditions.

8 INDEMNITY

- 8.1 The Supplier is liable for and indemnifies the Customer against any and all liability or claims by any third party, arising directly or indirectly from:
 - (a) the breach of any provision in the Conditions by the Supplier; or
 - (b) any act or omission, negligence or default of the Supplier in respect of these Conditions.
- 8.2 The Supplier is not liable to the Customer for any consequential loss or loss caused by the Customer's own negligence and/or breach of these Conditions.
- 8.3 The Supplier agrees to take out and maintain for at least three (3) years after the Delivery Date a policy of product liability which provides cover:
 - (a) for at least \$10 million;
 - (b) for the supply of the Goods to the Customer;
 - (c) for the liabilities assumed by the Supplier pursuant to these Conditions.

9 CONFIDENTIALITY

- 9.1 Neither Party may disclose the supply of the Goods to the Customer or any of these Conditions to any person without the prior written consent of the other Party. Notwithstanding the foregoing, the Customer may make disclosure to its holding company, professional advisors, agents and employees to the extent necessary to use the Goods for their intended purpose and to its holding company to the extent required to enable that company to make disclosures to the Australian Securities Exchange as required by law or the rules of that Exchange.

10 FRUSTRATION OF AGREEMENT

- 10.1 Neither Party will be liable to the other for any failure to perform any obligation under the Conditions, to the extent that such failure is caused by or due to a fire, strike, lockout or any other act or circumstance which is beyond the reasonable control of that Party which makes performance of an obligation under the Conditions impossible and not merely more onerous or uneconomical ("a Force Majeure"). Where a Force Majeure continues for more than 28 consecutive days, either Party may terminate the agreement constituted by these Conditions, by giving the other Party 14 days' written notice.

11 TERMINATION

- 11.1 The Customer may terminate the agreement constituted by these Conditions by giving the Supplier notice of termination if the Supplier:
- (a) fails to deliver the Goods to the Customer by the Delivery Date; or
 - (b) commits any other breach of these Conditions and fails to remedy such breach within 14 days after the date of receipt by the Supplier of a notice from the Customer requiring the breach to be remedied.
- 11.2 The Supplier may terminate the agreement constituted by these Conditions by giving the Customer notice of termination, if the Customer commits a breach of any clause in the Conditions and fails to remedy such breach within 14 days after the date of receipt by the Customer of a notice from the Supplier requiring the breach to be remedied.
- 11.3 Clauses 8 (Indemnity) and 9 (Confidentiality) survive the termination of the agreement constituted by these Conditions.

12 PPSA

- 12.1 Unless the context requires otherwise, the terms used in this clause 12 have the meanings given to them in, or by virtue of, the PPSA.
- 12.2 The Supplier agrees that it has no security interest in any Goods supplied to the Customer.
- 12.3 The Supplier must not register a security interest against the Customer without the Customer's prior written consent.
- 12.4 The Parties agree that they may not disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain.

13 MISCELLANEOUS TERMS

- 13.1 If any provision in the Conditions is illegal, invalid or unenforceable, that provision will, as far as possible, be read down, or if it cannot be read down, that provision or part of the provision will be deemed to be void and severed from the Conditions. That will not affect the validity of the remaining Conditions.
- 13.2 Neither Party may assign, either in whole or in part, any rights under these Conditions,

without the prior written consent of the other Party.

- 13.3 The agreement constituted by these Conditions will be governed by the laws of the State of Tasmania and the Parties submit to the non-exclusive jurisdiction of the courts of Tasmania.
- 13.4 The Parties confirm that the relationship established by these Conditions, is that of principal and independent contractor.
- 13.5 Any notice which is required or permitted to be given to either Party must be in writing and, unless otherwise agreed, be addressed to the following address of the intended recipient:

Name of Party	Address	Fax Number
Customer	GPO Box 1645 Hobart TAS 7001	1300 88 0239
The Supplier	The addresses stated on the first page of the Purchase Order	The fax number stated on the first page of the Purchase Order

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