

These terms form the “**Credit Terms**”.

1 INTERPRETATION

Definitions and interpretation

In this agreement:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in every state and territory of Australia.

“**Credit Application**” means the online application for credit made by a Customer in relation to an Order.

“**Customer**” means the person defined as the Customer in the Credit Application.

“**Goods**” means the goods that are the subject of any Order and for the purposes of the PPSA, if held by the Customer as inventory, the Goods are inventory.

“**GST**” has the same meaning as in *A Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“**Invoice**” means any documents (including a statement) which may be provided to the Customer in respect of the supply of Goods and which states the date by which the Purchase Price must be paid.

“**Order**” means an order for Goods, being an offer to purchase the Goods by the Customer from the Supplier, subject to the Sales Conditions,

“**PPSA**” means *Personal Property Securities Act 2009 (Cth)* as amended.

“**Purchase Price**” means the price to be paid for the Goods as shown as the total on the Invoice. The Purchase Price is inclusive of GST.

“**Related Bodies Corporate**” means each and any of Allied Mills Australia Pty Limited (ABN 61 101 262 588), Great Southern Roller Flour Mills Pty Ltd (ACN 008 666 828), Allied Mills Albury Pty Ltd (ABN 18 008 425 018), Allied Narrandera Mills Pty Ltd (ABN 81 000 010 588), Allied Mills Queensland Pty Ltd (ABN 36 009 675 889), Allied North Queensland Flour Mills Pty Ltd (ABN 35 009 747 031), Allied Mills Dalby Pty Ltd (ABN 70 010 334 826) and Allied Fine Foods Pty Ltd (ABN 60 002 772 643) and any entity within the meaning in the *Corporations Act 2001 (Cth)* as amended.

“**Sales Conditions**” means the agreement entered into between the Supplier and the Customer for any supply of Goods

“**Supplier**” means Allied Mills Pty Limited (ACN 000 008 739) and the Related Bodies Corporate.

In this document unless the context otherwise requires, the singular includes the plural and vice versa.

2 Purpose for which credit is available

Subject to the Sale Conditions, if the Customer wishes to purchase the Goods on credit from the Supplier, then it must first apply for such credit with the Supplier, via the Credit Application. The Supplier may, in its absolute discretion, refuse to offer credit to the Customer. .

3 Binding legal agreement

Once a Credit Application is accepted by the Supplier a binding credit agreement is created between the Supplier and the Customer subject to these Credit Terms (“**Credit Agreement**”).

4 Credit Limit

- (a) The Supplier will determine the maximum amount of credit that it is prepared to advance to the Customer at any one time (“**Credit Limit**”). The Credit Limit is as approved by the Supplier from time to time, at the Supplier’s absolute discretion, acting reasonably. The Supplier will notify the Customer of the Customer’s Credit Limit before the Supplier advances credit to the Customer for the first time, or whenever the Supplier changes the Customer’s Credit Limit.
- (b) The Customer may obtain details of their Credit Limit by contacting the Supplier.
- (c) The Customer must ensure the total amount owing to the Supplier under any Credit Agreement and the Sales Conditions is within the Customer’s Credit Limit at all times.

5 Repayments

- (a) Subject to this clause, the Customer must pay the Supplier for the Goods within the number of days specified in the Invoice. If an Invoice does not state the date by which the Purchase Price must be paid, the Purchase Price must be received by the Supplier in cleared funds no later than 14 Business Days from the date the Goods are delivered to the Customer.
- (b) Repayments due under this Credit Agreement are to be made by direct debit from the Customer's bank account or such other way as the Supplier agrees or specifies. Merchant service fees may apply in the event that the Supplier offers a credit card payment option at a future time in connection with this Credit Agreement or any Direct Debit Payment Plan.

6 Breach

If any one or more of the following events occur, the Customer is considered to be in breach:

- (a) any money payable to the Supplier under the Sales Conditions or this Credit Agreement is not made within the Payment Period;
- (b) the Customer breaches their Credit Limit;
- (c) in the Supplier's opinion, the Customer will be unable to meet its repayments as they fall due;
- (d) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
- (e) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

If any direct debit or cheque used for repayment is dishonoured, the repayment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received by the Supplier.

7 Consequences of a Breach

If the Customer breaches the Credit Agreement or Sales Conditions then, without limiting any other rights of the Supplier, including but not limited to any rights the Supplier may have under the Sales Conditions, the Supplier may:

- (a) terminate the Credit Agreement;
- (b) refuse to supply any Goods to the Customer;
- (c) demand that the Amount Due as set out in the Sales Conditions and all amounts owing to the Supplier under any Credit Agreement are immediately paid in full;
- (d) exercise its rights in respect of the Goods; and/or
- (e) require that the Customer must (or procure that any person will), at the Customer's expense:
- (i) provide any security requested by the Supplier; and/or
- (ii) take any action or execute any further documents which the Supplier may require.

8 Costs and Expenses

The Customer indemnifies the Supplier against and must promptly reimburse the Supplier on demand the amount of all costs and expenses incurred by the Supplier arising under or in connection with:

- (a) this Credit Agreement;
- (b) a default or breach by the Customer under or in connection with this Credit Agreement; and/or
- (c) any exercise or enforcement of any right conferred on the Supplier by this Credit Agreement or by law (including, but not limiting to, legal costs and expenses).

9 Security

The Customer must (or procure that any person will), at the Customer's expense, provide any security as required by the Supplier in its absolute discretion in connection with the credit.



10 Credit Terms Variation

The Supplier, at its absolute discretion, reserves the right to change these Credit Terms (including the withdrawal of credit) at any time by notice in writing to the Customer, but only in respect of Credit Agreements incorporating these Credit Terms that have not yet been entered into as at the date of the variation.

11 Warranty

The Customer warrants that all information provided by the Customer to the Supplier is true, complete and correct.

12 Severability

Any part or clause of these Credit Terms is held illegal or unenforceable in any jurisdiction, then that part or clause may be severed for the purposes of that jurisdiction, if possible, so as to be valid and enforceable.

13 Termination

The Supplier reserves the right, at its absolute discretion, to end provision of credit and may do so at any time without notice to the Customer.

14 Governing Law

This agreement is governed by the law of New South Wales.

15 Jurisdiction

The Sydney registry of the courts of New South Wales have exclusive jurisdiction for the purpose of hearing and determining any dispute arising under or in connection with this agreement.

These terms form the “Sales Conditions”.

1 INTERPRETATION

Definitions and interpretation

In this agreement:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in every state and territory of Australia.

“**Containers**” means any containers, pallets, pallets, crates or tanks used for the delivery of Goods, but excludes any cardboard packaging.

“**Customer**” means the person who have requested the supply of Goods by the Supplier.

“**Goods**” means the goods that are the subject of any Order and for the purposes of the PPSA, if held by the Customer as inventory, the Goods are inventory.

“**GST**” has the same meaning as in *A Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“**Invoice**” means any documents (including a statement) which may be provided to the Customer in respect of the supply of Goods.

“**Order**” means an order for Goods, being an offer to purchase the Goods by the Customer from the Supplier, subject to these Sales Conditions,

“**Payment Period**” means

- (a) payment in advance;
- (b) cash on delivery; or
- (c) if the Supplier has agreed to provide the Goods under any Credit Terms, on or before the date specified in the Credit Agreement;

“**PPSA**” means *Personal Property Securities Act 2009 (Cth)* as amended.

“**Purchase Price**” means the price to be paid for the Goods as shown as the total on the Invoice. The Purchase Price is inclusive of GST.

“**Related Bodies Corporate**” means each and any of Allied Mills Australia Pty Limited (ABN 61 101 262 588), Great Southern Roller Flour Mills Pty Ltd (ACN 008 666 828), Allied Mills Albury Pty Ltd (ABN 18

008 425 018), Allied Narrandera Mills Pty Ltd (ABN 81 000 010 588), Allied Mills Queensland Pty Ltd (ABN 36 009 675 889), Allied North Queensland Flour Mills Pty Ltd (ABN 35 009 747 031), Allied Mills Dalby Pty Ltd (ABN 70 010 334 826) and Allied Fine Foods Pty Ltd (ABN 60 002 772 643) and any entity within the meaning in the *Corporations Act 2001 (Cth)* as amended.

“**Supplier**” means Allied Mills Pty Limited (ACN 000 008 739) and its Related Bodies Corporate.

In this document unless the context otherwise requires, the singular includes the plural and vice versa.

2 PRICE OF GOODS

Application of Other Terms

Any discounts or other terms agreed between the Customer and the Supplier will be calculated on and applied to the Purchase Price less GST.

3 ORDER

3.1 The Customer may place an Order either in writing, by telephone, by electronic means or by such other method as the parties may agree from time to time. Each Order must nominate a delivery point for the Goods.

3.2 Any Order remains open until withdrawn in writing by the Customer.

3.3 The Supplier may at its absolute discretion decline any Order either in whole or in part.

4 DELIVERY

4.1 Method and Loss or Damage

Unless otherwise agreed or the Goods are ex-works, (to be collected by the Customer) the Supplier may select the method of delivery and the carrier and is not liable for any loss or damage of any kind whatsoever arising from late delivery.

4.2 Timing

- (a) The Supplier does not undertake to deliver an Order on any particular date or at any particular time despite any such request by the Customer contained in the Order.
- (b) The Customer acknowledges and agrees that time is not of the essence in relation to delivery and that it must accept and pay for Goods even if the Goods are delivered after the requested date.

4.3 Instalments

The Supplier may deliver the Goods in instalments and the Customer must pay an amount for that instalment as notified by the Supplier in the Invoice.

4.4 Containers

- (a) Containers owned by the Supplier at all times remain the property of the Supplier.
- (b) All Containers are delivered to the Customer at the Customer's risk and the Customer must ensure that the Containers are: kept clean; not damaged; and are returned as soon as practicable, and immediately upon request by the Supplier, to the Supplier, or such other person as the Supplier may request, in good condition.
- (c) The Supplier may charge the Customer for the replacement cost or such lesser amount determined by the Supplier for each Container not returned or damaged by the Customer.

4.5 Acceptance of an order by the Supplier takes effect on delivery (and not before) by the Supplier of the subject Goods to the delivery point nominated in the order.

4.6 On or after delivery of the Goods, the Supplier may provide an Invoice to the Customer which may reproduce the Sales Conditions for the information of the Customer. Such Invoice is not a contractual document.

5 PAYMENT AND CREDIT

5.1 Payment

- (a) The Customer must pay the Purchase Price for the Goods. Unless otherwise agreed by the Supplier in its absolute discretion, the Supplier must receive the Purchase Price in cleared funds before the end of the Payment Period. In making any such determination, the Supplier must not act arbitrarily, unreasonably or capriciously.
- (b) Merchant service fees may apply in the event that the Supplier offers a credit card payment option at a future time in connection with this Order or any Direct Debit Payment Plan.

5.2 Resolution of Disputes

The Customer and the Supplier must make a bona fide attempt to resolve any dispute by negotiation within 14 days before pursuing other remedies but the Supplier may during this period refuse to supply Goods to the Customer.

5.3 Late Payment Consequences

The Customer must pay to the Supplier:

- (a) the Purchase Price for all Goods supplied to the Customer; and
- (b) all other amounts payable under and in connection with the Goods; and
- (c) any other amount payable in connection with these Sales Conditions; and
- (d) any amounts payable in connection with any the Credit Terms (“**Amount Due**”).

If the Amount Due is not made within the Payment Period, the Supplier may, without notice to the Customer:

- (a) withdraw any credit;
- (b) not supply further Goods;
- (c) charge a late fee of [10]% of the relevant Purchase Price (inclusive of GST) which will be payable in addition to the Purchase Price; and/or

- (d) apply interest on the outstanding amount from the due date up to the date of actual payment at the rate of 1.5% per month which will be payable in addition to the Purchase Price.

5.4 Supplier's right of Set Off

The Supplier may set off any amount:

- (a) owed by the Supplier to the Customer in respect of any supply of Goods; or
- (b) placed on deposit in the name of the Supplier,

from any amount due by the Customer to the Supplier, without notice to the Customer.

6 RISK

Risk in the Goods passes to the Customer at the time the Goods are delivered to the Customer at the nominated delivery point.

7 TITLE

7.1 Retention of Title

Subject to clause 7.2, property in the Goods remains with the Supplier and does not pass to the Customer until the Customer has paid to the Supplier the Amount Due and cleared funds on all cheques or negotiable instruments have been received by the Supplier ("**Relevant Date**").

7.2 Sales to Third Parties

Until the Relevant Date the Customer may in the course of its business, sell and deliver any Goods to a third party provided that:

- (a) if the Customer is paid for the Goods by the third party, the Customer must promptly but in any event within 2 Business Days pay to the Supplier the Amount Due in respect of those Goods; and
- (b) if the Customer has not been paid for the Goods by the third party, the Customer must promptly but in any event within 2 Business Days either pay to the Suppliers the Amount Due in respect of those Goods or if requested by the Supplier, assign the debt due by the third party to the Supplier and/or register a security interest pursuant to the PPSA in respect of any Goods sold or delivered to a

third party. For the purposes of the assignment of that debt or registration of that security interest the Customer irrevocably appoints the relevant Supplier as its attorney.

7.3 Right of Entry

The Customer must permit representatives of the Supplier to enter any premises under the control of the Customer where the Goods are held for the purpose of inspecting the premises and the Goods to check that the Customer is complying with this condition and, in circumstances covered by this clause 7, to retake possession of any relevant Goods.

7.4 Security Interest

- (a) The Supplier will have a security interest in the Goods, until title to the Goods passes to the Customer in accordance with these conditions, and in the proceeds of any sale by the Customer of such Goods, until the Customer has paid for the Goods.
- (b) The security interest secures:
- (i) the Amount Due; and
- (ii) the obligations imposed on the Customer under and in connection with the Goods, the Credit Terms and/or the Sales Conditions.
- (c) The Customer must sign anything and do anything the Supplier requires to further or more effectively secure the Supplier's rights over the Goods, to register the security interest created under this clause 7.4 or any other security interest, to take control over any of the Goods or take possession of the Goods.
- (d) The Customer authorises the Supplier and its representatives to complete and date this document in any way it is incomplete.
- (e) The Customer must not allow a security interest to be created or registered over the Goods in priority to the security interest held by the Supplier.

7.5 Retaking Possession

If:

- (a) the Customer fails to pay any of the Amount Due on the due date; or
- (b) the Customer becomes or, in the reasonable opinion of the Supplier, is in danger of becoming, insolvent or bankrupt,

the Supplier may retake possession of the Goods.

7.6 Disposal on Retaking Possession

If the Supplier retakes possession of the Goods, the Supplier may sell or otherwise dispose of the Goods at its absolute discretion.

8 PPSA PROVISIONS

8.1 PPSA Notices

To the extent permitted by law, the Customer waives its rights to receive:

- (a) notice of a verification statement under section 157 of the PPSA;
- (b) notices of the removal of an accession under section 95 of the PPSA;
- (c) notices of action to enforce security over liquid assets under subsection 121(4) of the PPSA;
- (d) notices of a proposal to dispose of Goods under section 130 of the PPSA;
- (e) notices of a statement of account under sections 132(3)(d) and 132(4) of the PPSA;
- (f) notices of any proposal of the Supplier to retain Goods under section 135 of the PPSA; and
- (g) notices of any other occurrence in respect of which the Customer and the Supplier can agree to waive notice under the PPSA at any time.

8.2 PPSA Rights

To the extent permitted by law, the Customer waives its right:

- (a) to redeem Goods under section 142 of the PPSA; and
- (b) to reinstate this agreement under section 143 of the PPSA.

8.3 Rights and Powers

The rights and powers conferred on the Supplier by the Sales Conditions, the Credits Terms, any other document in connection with the supply of Goods, or the law are in addition to any rights and powers conferred by the PPSA.

8.4 PPSA Terms

Words included in clauses 7 and 8 which are defined in the PPSA have the meaning given to them by the PPSA.

9 WARRANTIES, LIMITATION & EXCLUSIONS, AND INDEMNITY

Exclusion of Warranties

Subject to clause 9.2 and to the extent permitted by law, this agreement excludes all warranties, conditions, liabilities or representations in relation to the Goods or the correctness of information, advice or other services concerning the Goods or otherwise.

9.2 Limitation of Liability

Where legislation implies in these Sales Conditions any condition or warranty which cannot be excluded or modified, the condition or warranty is deemed to be included in this agreement. However, to the extent permitted by law, the liability of the Supplier and its officers, employees or agents for a breach of any such condition or warranty is limited at the Supplier's option, to any one or more of the following:

- (a) the replacement (from any source) of those Goods or the supply of equivalent Goods;
- (b) the payment of the costs of replacing those Goods or of acquiring equivalent Goods, by credit to the Customer's account, in cash or by cheque at the Supplier's absolute discretion; or
- (c) repayment of any part of the Purchase Price of those Goods which has been paid by the

Customer, by credit to the Customer's account, in cash or by cheque at the Supplier's absolute discretion.

In exercising its discretion, the Supplier must not act arbitrarily, unreasonably or capriciously.

9.3 No Liability

Subject to clause 9.2, the Supplier, its officers, employees or agents are not liable for any loss or damage of any kind whatsoever, including without limitation, consequential or economic loss or loss of profits, even if due to the negligence of the Supplier, its officers, employees or agents arising out of or in connection with the Supply of Goods. This exclusion extends to any promotional activities, advertising, statement about the Goods or their performance or characteristics of or by the Customer.

9.4 Notification of Claims

Where Goods are short delivered, or damaged on delivery, the Customer must notify the Supplier immediately on delivery by noting such incident on the proof of delivery at the time the delivery is being executed, unless there is an immediate danger to the health of consumers in which case the Customer must notify the Supplier immediately by telephone and must follow any product recall or withdrawal directions given by the Supplier. The Supplier will not be liable for any claims for short delivery or damage which was not noted on the proof of delivery. The Customer has no entitlement to return Goods which are outside the "use by" period of those Goods other than in accordance with this condition. The Customer is deemed to have accepted the Goods if they are not rejected in accordance with this condition.

9.5 Return of Goods

The Supplier may require Goods to be returned by the Customer to the Supplier and the Goods must be sent freight paid to an address notified by the Supplier. Where Goods are not returned freight paid, the Supplier may deduct the amount of freight payable from any refund or replacement it agrees to make.

9.6 Warranties by the Customer

The Customer warrants that it:

- (a) has product safety and product recall procedures in place which conform with the requirements of all common law and the laws

of the Australian Commonwealth, State or Territory laws and the recommendations of the Australian and New Zealand Food Authority;

- (b) will not make any unauthorised use of or any claim to, intellectual or industrial property which pertains to the Goods or is the property of the Supplier;
- (c) will handle and store Goods at all times as directed by the Supplier or in the absence of such direction, in accordance with prevailing industry standards or procure them to be so;
- (d) will handle and store Containers safely, with due care, and in accordance with occupational or public health and safety requirements.

10 RIGHT OF TERMINATIONThe Supplier at its absolute discretion may terminate the agreement for supply of Goods to which these terms and conditions apply.

11 GENERAL Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

11.2 Severability

Any part or clause of these Sales Conditions is held illegal or unenforceable in any jurisdiction, then that part or clause may be severed for the purposes of that jurisdiction, if possible, so as to be valid and enforceable.

11.3 Sales Conditions Prevail

As between the Supplier and the Customer, if there is any inconsistency (whether expressly referred to or to be implied from these Sales Conditions or otherwise) between the provisions of these Sales Conditions and those of any document of the Customer, the provisions of these Sales Conditions prevail to the extent of the inconsistency.

11.4 Costs and Expenses



The Customer indemnifies the Supplier against and must promptly reimburse the Supplier on demand the amount of all costs and expenses incurred by the Supplier arising under or in connection with:

- (d) the supply of Goods;
- (e) any document relating to the supply of Goods;
- (f) a breach or default by the Customer under or in connection with any document relating to the supply of Goods; and/or
- (g) any exercise or enforcement of any right conferred on the Supplier by any document relating to the supply of Goods or by law.

11.5 Governing Law

This agreement is governed by the law of New South Wales.

11.6 Jurisdiction

The Sydney registry of the courts of New South Wales have exclusive jurisdiction for the purpose of hearing and determining any dispute arising under or in connection with this agreement.