



## JBS Australia

Industry Park Pty Ltd – ABN 24 007 256 215  
 JBS Australia Pty Ltd – ABN 14 011 062 338  
 Primo Foods Pty Ltd – ABN 67 002 781 142  
 Seven Point Pork Pty Ltd – ABN 31 088 688 975  
 Andrews Meat Industries Pty Ltd – ABN 16 600 428 537  
 Huon Aquaculture Company Pty Ltd – ABN 86 067 386 109  
 Rivalea (Australia) Pty Ltd – ABN 53 004892835  
 Diamond Valley Pork Pty Ltd – ABN 17 095 045 695  
 (together, **JBS**)

### OFFICE USE ONLY

Date approved: \_\_\_\_\_

Approved by: \_\_\_\_\_

## APPLICATION FOR CUSTOMER ACCOUNT

### THIS IS A LEGAL DOCUMENT.

Please post, email or fax the completed form to the relevant entity or division:

Entities and Divisions	Contact details:
JBS Australia Pty Ltd (including Knox International)  And  Seven Point Pork Pty Ltd	Post: Accounts Receivable JBS Australia Pty Limited PO Box 299 Ellen Grove QLD 4078 Phone: 07 3423 5045 Email: creditservices@jbssa.com.au Internet: www.jbssa.com.au
Swift and Company Trade Group (a division of JBS Australia Pty Ltd)	Post: Accounts Receivable Swift & Co Trade Group PO Box 1053 Spring Hill QLD 4000 Phone: 07 3838 2377 Fax: 07 3832 9911 Email: accounting@swifttrade.com.au Internet: www.swifttrade.com.au
D R Johnston Group (a division of JBS Australia Pty Ltd)	Post: Accounts Receivable DR Johnston Group PO Box 542 Cannon Hill QLD 4170 Phone: 07 3390 9999 Fax: 07 3390 9959 Email: DRJOrders@drjohnston.com.au Internet: www.drjohnston.com.au
Primo Foods Pty Ltd  and  Food Partners (a division of JBS Australia Pty Ltd)	Post: Accounts Receivable Primo Foods Pty Ltd PO Box 299 Ellen Grove QLD 4078 Phone: 07 3423 5045 Email: accreivable@primofoods.com.au Internet: www.primo.com.au
Andrews Meat Industries Pty Ltd	Post: Accounts Receivable Andrews Meat Industries Pty Ltd PO Box 674, Sydney Markets NSW 2129 Phone: 02 8668 8250 Fax: 02 8668 8251 Email: accountsreceivable@andrewsmeat.com Internet: www.andrewsmeat.com

Huon Aquaculture Company Pty Ltd	Post: Accounts Receivable Huon Aquaculture Company Pty Ltd GPO Box 987, Hobart TAS 7001 Phone: (03) 6239 4236 Email: <a href="mailto:accountsreceivable@huonaqua.com.au">accountsreceivable@huonaqua.com.au</a> Internet: <a href="http://www.huonaqua.com.au">www.huonaqua.com.au</a>
Rivalea Australia Pty Ltd	Post: Accounts Receivable Rivalea (Australia) Pty Ltd PO Box 78, Corowa, NSW, 2646 Phone: 02 6033 8333 Email: <a href="mailto:accountsar@rivalea.com.au">accountsar@rivalea.com.au</a> Internet: <a href="http://www.rivalea.com.au">http://www.rivalea.com.au</a>
Diamond Valley Pork Pty Ltd	Post: Accounts Receivable Diamond Valley Pork Pty Ltd PO Box 156, Altona North VIC 3025 Phone: 03 8369 2255 Email: <a href="mailto:accountsreceivable@dvapork.com.au">accountsreceivable@dvapork.com.au</a> Internet: <a href="https://www.diamondvalleypork.com.au">https://www.diamondvalleypork.com.au</a>

**SECTION 1: APPLICANT'S DETAILS**

I/we, the undersigned, request that you open a COD account for:

Business Name ( <b>Applicant</b> ):		
Business Address:		
Postal Address:		
Phone:	Fax:	Email:
The Applicant is a: (Tick box)    Sole Trader: <input type="checkbox"/> Partnership: <input type="checkbox"/> Public Company: <input type="checkbox"/> Private Company: <input type="checkbox"/> Trustee Company: <input type="checkbox"/>		
<i>If a company, provide:</i>		
Registered name of company:		
ABN:	ACN:	
Registered office's address:		

Nature of the Applicant's business:	No. of staff (excl. partners/directors):
Name of sales representative who provided this application to you:	

BUSINESS' CONTACTS	
Accounts / Fin. Controller (name):	Purchasing representative (name):
Email:	Email:
Phone:	Phone:

Please specify which business you wish to do the majority of your business with (Tick a box)

☐ JBS

☐ D.R. Johnston

☐ Swift

☐ Foodpartners

☐ Primo

☐ HANS

☐ Andrews Meat Industries

☐ Seven Point Pork

☐ Huon

☐ Rivalea

☐ Diamond Valley Pork

☐ Other \_\_\_\_\_

SECTION 2: DETAILS OF ALL DIRECTORS / OWNERS / PARTNERS:

1. Full Name:	Tel No:
Position Held:	
Private Address:	Date of Birth:
Email:	
2. Full Name:	Tel No:
Position Held:	
Private Address:	Date of Birth:
Email:	
3. Full Name:	Tel No:
Position Held:	
Private Address:	Date of Birth:
Email:	

### SECTION 3: DECLARATION & SIGNING

I/we declare on behalf of the Applicant that:

- a) I/we have read and understood the attached Terms & Conditions and agree that all purchases are subject to those Terms & Conditions;
- b) The information provided in this Application is true and correct;
- c) All goods purchased by the Applicant are for business and commercial purposes and will be used wholly or predominantly for those purposes; and
- a) I/we understand that JBS complies with the legislated privacy principles in relation to the collection and disclosure of information and that JBS's privacy policies can be found at <https://jbsfoodsgroup.com/businesses/jbs-foods-australia/accreditations-and-policies>.
- b) I/we understand that the Application is not approved until JBS provides written confirmation.

**This is a legal document. Therefore, this Application must be signed as follows:**

- If the Applicant is a *sole trader*, their signature is required.
- If the Applicant is a *partnership*, all partners' signatures is required.
- If the Applicant is a *company*, the signatures of two directors, or a director and secretary, are required (unless there is only one director and no secretary).

**Note: JBS does *not* consent to the use of electronic signatures, or typed signatures, in this application.**

*Signed on behalf of the Applicant:*

1. Signature: \_\_\_\_\_  
 Print Full Name: \_\_\_\_\_  
 Position Held: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_

Witness' Name and Address:

2. Signature: \_\_\_\_\_  
 Print Full Name: \_\_\_\_\_  
 Position Held: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_

Witness' Name and Address:

## JBS AUSTRALIA TERMS & CONDITIONS

### 1. JBS

In these terms and conditions (**Terms**) and in this application for credit, "**JBS**" means Industry Park Pty Ltd (ABN 24 007 256 215), JBS Australia Pty Ltd (ABN 14 011 062 338) and any other "related body corporate" or "subsidiary" of those companies as those terms are defined in the *Corporations Act 2001* and includes JBS's successors and permitted assigns.

### 2. TERMS AND CONDITIONS TO APPLY

- (a) These Terms shall apply to the supply of all goods and/or services (**goods**) by JBS to the customer (**Customer**) except for goods supplied pursuant to any separate credit agreement.
- (b) The Terms apply despite any prior agreements, offers or trade usage, despite any terms communicated by the Customer to JBS and do not affect any separate credit agreement between JBS and the Customer.
- (c) If a Customer purchases goods without having signed an Application for a Customer Account with attached Terms, then unless the Customer gives written notice to JBS within 48 hours of receiving these Terms or before delivery of the goods (whichever is earlier) stating that the Customer does not agree to the Terms, the Customer will be deemed to have agreed to them.
- (d) These Terms may only be varied by written agreement between authorised representatives of the Customer and JBS.

### 3. QUOTATIONS

JBS may provide a quotation specifically for goods (**Quotation**):

- (a) these Terms shall apply to all Quotations;
- (b) Quotations shall remain valid for acceptance by the Customer for three (3) days from the date of the Quotation (or other period if specified in the Quotation);
- (c) all Quotations are subject to the relevant product still being available at the time the Quotation is accepted. Also, due to the price of meat and associated products from JBS's suppliers fluctuating and JBS's prices being directly affected by those fluctuations, sometimes it is necessary for JBS to revise its quote to account for substantial price changes in the market. Therefore, it is agreed that upon the occurrence of a price or availability event that affects the Quotation:
- (i) JBS may:
    - withdraw or cancel the Quotation; and/or
    - amend and/or issue a new Quotation, upon notice to the Customer;
  - (ii) any amended or re-issued Quotation (as per subclause (i) above) will be delivered to the Customer as soon as practical, from which time it will remain open for acceptance by the Customer for three (3) days (or other period if specified in the Quotation).
- (d) JBS may, at its own discretion, provide a quote that does not constitute a binding offer (such that it is merely an invitation to treat) (**Proposal**) by giving written notice to the Customer. A Proposal does not constitute a Quotation and the Terms still apply.

### 4. ORDERS

If the Customer has made an order for goods without there being a Quotation provided by JBS (**Order**), the Order is subject to acceptance in writing by JBS.

### 5. VARIATION OR CANCELLATION

Subject to clause 3, after the Customer's acceptance of the Quotation or JBS's acceptance of the Order, as the case may be:

- (a) no requested change by the Customer to the Order or Quotation shall bind JBS, unless JBS expressly agrees to it in writing; and
- (b) the Customer will pay JBS for any loss, damage or expenses reasonably incurred by JBS relating to:
  - (i) any approved change to an Order or Quotation (where it was requested by the Customer less than 3 days prior to the scheduled delivery date); and
  - (ii) any cancellation of an Order or Quotation by the Customer (where it occurs less than 3 days prior to the scheduled delivery date) or by JBS pursuant to the Terms.

### 6. CHARGES AND TAXES

- (a) Unless otherwise expressly stated, the price of goods excludes all freight, transportation, shipping, insurance, packing, crating or casing, storage, handling, demurrage, delivery, export and similar charges, and all sales, GST, excise or other taxes, and the Customer shall pay and indemnify JBS for those charges or taxes reasonably incurred. If JBS expressly agrees in writing that the price includes any of these charges or taxes, the price is subject to adjustment for increases in any of those charges or taxes after the date of the Quotation or acceptance of the Order.
- (b) The Customer shall pay all taxes, levies, duties and assessments of every nature due in connection with the goods supplied and hereby indemnifies and holds harmless JBS from any liability on account of any and all such taxes, levies, duties and assessments of every nature.

### 7. PAYMENT

- (a) The Customer shall pay for goods in full and in cleared funds (by electronic fund transfer, Visa, Mastercard or cash, or any other manner as directed by JBS) at least one business day (or such other time as stipulated by JBS) prior to: (i) the Delivery Date; or
- (ii) the scheduled date for collection of the goods (if agreed).

- (b) JBS may at its own discretion refuse to supply the goods or cancel the Order or Quotation if payment is not received within time as per subclause (a).

### 8. GST

- (a) Where a party to the Terms makes a Taxable Supply under or in connection with the Terms, JBS will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from the Customer the amount of any GST on the Taxable Supply.
- (b) Where a party to the Terms is entitled, under or in connection with the Terms or in connection with any matter or thing occurring under the Terms, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any Input Tax Credits available in respect of those costs.

- (c) In the Terms: (i) **"GST"** means the tax payable on Taxable Supplies under GST Legislation;
- (ii) **"GST Legislation"** means *A New Tax System (Produce and Services Tax) Act 1999 ("Act")* and any related act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
- (iii) **"Input Tax Credit"** has the meaning given in the Act; and
- (iv) **"Taxable Supply"** has the meaning given in the Act.

## 9. DELIVERY

(a) JBS will use all reasonable endeavours to deliver goods on or before an agreed date (**Delivery Date**), but:

- delivery on the Delivery Date is not guaranteed and it is subject to extension for any delay caused by strikes, lockouts, war, breakdowns, accidents, delays in transport, fire or any other cause beyond the reasonable control of JBS; and
- JBS will not be liable for any loss, damage or other liability whether in contract, tort, negligence or otherwise and whether directly or indirectly arising from the goods not being delivered by the Delivery Date due to circumstances outside of JBS's control.

(b) JBS may deliver goods to the Customer in instalments and in which case JBS may separately invoice the Customer for payment for each delivery instalment (which shall be taken to be the subject of a separate and distinct contract between the parties).

(c) Any goods returned are only accepted with the prior written approval of JBS.

(d) Goods which have been specifically produced by JBS or altered by the Customer cannot be returned simply because the Customer has changed their mind about purchasing the goods.

## 10. LIABILITY

(a) If the Customer is a 'Consumer' (as defined at section 3 of the Australian Consumer Law (which is at Schedule 2 of the *Competition and Consumer Act 2010*)) the goods come with guarantees that cannot be excluded under the Australian Consumer Law. A 'Consumer' is entitled to replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. A 'Consumer' is also entitled to have goods repaired or replaced if they fail to be of accepted quality and the failure does not amount to a major failure.

(b) In connection with the supply of goods (and Quotations), the Customer agrees subject to clause 10(a) that:

(i) JBS's liability for any loss by the Customer is limited to JBS, at its option, replacing the goods or re-performing the services or both; and

(ii) JBS will have no liability to the Customer for any other claimed loss (including loss of profit, loss arising from delay or any other consequential, special or indirect loss or damage), whether in contract, tort, negligence or otherwise except to the extent that JBS caused or contributed to the loss and in that event its liability is capped to an amount equal to the price of the relevant goods ordered.

## 11. CUSTOMER'S INSPECTION & RETURNS

The Customer must satisfy itself as to the truth and accuracy of any technical or other advice or information provided by or on behalf of JBS in connection with goods or the Terms.

As JBS supplies perishable goods and provides services relating to perishable goods, the Customer agrees:

(a) Within 24 hours after the supply of goods (**"the Inspection Period"**), the Customer shall complete any inspection required to satisfy itself that the goods comply with any requirements of

quantities, quality or description and, if necessary, notify JBS in writing of the extent to which the goods do not comply with any requirements of quantities, quality or description.

(b) The Customer shall not use the goods (other than to perform an inspection) before the Customer completes its inspection under clause 11(a) and, if the Customer gives notification to JBS under clause 11(a), JBS has had reasonable opportunity to inspect the goods after receiving that notice.

(c) If the Customer does not comply with this clause, subject to clause 10(a), the Customer shall be taken to have unconditionally accepted the goods and the Customer shall lose any right to seek a replacement of the goods.

(d) No goods are returnable without the prior written approval of JBS and goods must be returned in the same packaging and in the same condition it was delivered.

## 12. EXTRA COSTS DUE TO CUSTOMER

Where JBS reasonably incurs any extra costs in relation to the supply of goods, directly or indirectly, as a result of any delay, interruption, suspension or alteration of any work or the supply of the goods caused by or as a consequence of any act or omission of the Customer, JBS shall be entitled to increase the price by the amount of the extra costs reasonably incurred.

## 13. GOVERNING LAW

The laws of the State of Queensland shall apply to the Terms and the parties submit to the exclusive jurisdiction of the Courts in the Central Business District at Brisbane.

## 14. NON-WAIVER

JBS's failure to exercise any right under the Terms or failure to insist on strict performance of any part of the Terms does not operate as a waiver and a partial exercise of a right does not preclude any further or fuller exercise of that right.

## 15. SEVERANCE

If any part of these Terms or any related document is or becomes void or unenforceable, that part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

## 16. NOTICES

(a) Notices required to be given by the Customer to JBS pursuant to these Terms may be delivered to JBS: (i) by post at PO Box 299, Ellen Grove QLD 4078; or (ii) by facsimile at 07 3344 0097; or (iii) by email at [creditservices@jbsa.com.au](mailto:creditservices@jbsa.com.au).

(b) Notices will be taken as delivered when received by JBS.

(c) Notices required to be given by JBS to the Customer pursuant to these Terms may be delivered: (i) by post to the Customer's last known address (and shall be taken as delivered on the second business day following posting); or

(ii) by facsimile or text message to the last known facsimile or mobile number of the Customer (or director or partner of the Customer); or

(iii) by email to the last notified email address of the Customer (or director or partner of the Customer) which will be taken to be received:

- when the sender receives an automated message confirming delivery; or
- 5 hours after the time the email was sent, whichever happens first.

(d) JBS's invoices and statements are deemed to be received by the Customer on the second business day after posting by ordinary pre-paid post.

## 17. IF MORE THAN ONE

Where the Customer is comprised of more than one person or entity then each person or entity that comprises the Customer is bound by these Terms jointly and severally.