

Terms and Conditions of Consignment

1. Delivery

- a. All cattle must be delivered **before 5pm** the afternoon prior to the scheduled slaughter date. In the case that animals are scheduled for a Monday slaughter, cattle must arrive **before 3pm on Sunday**. No cattle will be accepted for delivery on Saturdays.
- b. All cattle must be tagged with an NLIS Device and accompanied by a completed **C0720 version National Vendor Declaration (NVD)**.
 - i. Any animals that do not have an NLIS device at the time of slaughter will be applied with an emergency device at a cost of \$25 + GST
 - ii. MSA eligible cattle must also be accompanied by a completed MSA Vendor Declaration, any cattle not accompanied by a completed MSA Dec will not be eligible for grading
 - iii. Cattle that have been fed in an National Feedlot Accreditation Scheme (NFAS) feedlot must be accompanied with a completed NFAS delivery docket

2. Animal Health

- a. **Bindaree Food Group processes meat for human consumption.**
- b. All cattle arriving at Bindaree Food Group must conform to company-specific Animal Welfare and Delivery policy. Any animal not conforming to these requirements will be assessed and may be destroyed at the vendor's expense. Any observed violation of animal welfare will be reported to the relevant authority.
- c. All cattle are assessed by a Department of Agriculture (DAFF) vet before slaughter, and may be required to be processed as a "Suspect" for further inspection and segregation. Any such animals will incur a \$60 + GST fee.
- d. Should an animal require emergency slaughter, a fee of \$170 + GST will apply and they will be subject to assessment and priced off the grid.
- e. Any cattle pronounced dead before slaughter, will incur a fee of \$220 + GST.
- f. All carcasses are inspected by DAFF personnel who reserve the right to condemn a carcass at the vendor's expense, should they be deemed not fit for human consumption.
- g. Any animals found to contain contaminants such as buckshot or broken needles will be condemned at the vendor's expense.

3. Hormone Growth Promotants

- a. All HGP treated cattle must be segregated and declared on a separate NVD.
- b. Declared HGP treated animals will be priced at \$0.30/Kg below the HGP Free Grid.
- c. Each animal is checked for HGP Implants and the presence of an Undeclared HGP implant will result in the entire lot (all cattle on the relevant NVD) being downgraded to HGP treated status (under DAFF guidelines). An **additional** penalty of \$0.30/Kg penalty will be applied to the entire lot.

4. Weight and Length Restrictions

- a. Any animal over 450kg HSCW will not be accepted for slaughter. Large frame cattle (especially bulls and dairy cattle) may also be declared too long/tall for slaughter.



- b. Cattle under 175kg HSCW should not be delivered to the abattoir without prior discussion or inspection by a Livestock Buyer.
 - c. Cattle that arrive out of weight and length specifications will either be returned to the vendor, or sent to a saleyard at the vendor's direction and expense.
 - d. Cattle that are processed out of weight specification will be priced by Bindaree Beef.
- 5. Dirty Cattle**
- a. Dirty Cattle present a contamination risk to the plant and require extra washing, reduced processing chain speeds and extra labour.
 - b. If dirty cattle are received, the vendor will be issued with a warning, and repeat offences may result in a price deduction or refusal to accept cattle.
 - c. Any cattle requiring extra washing due to being excessively dirty will incur a \$25/head fee.
- 6. Horns**
- a. Cattle delivered to Bindaree Beef are to have horns no longer than the outer length of their ear.
 - b. Cattle with long horns will be assessed by an authorised officer and may either be returned to the vendor or sent to a saleyard at the vendor's direction and expense.
- 7. Angus Eligibility Requirements**
- a. To be eligible for the Angus Premium, cattle must be correctly described on a separate NVD and pass a visual assessment conducted by a trained assessor, as specified by Bindaree's market requirements.
 - b. Should an animal not meet the company's Angus specifications, the company reserves the right to withhold the premium.
 - c. Pure-bred Angus cattle must be described on the NVD as **ANGUS X ANGUS**, to denote an Angus Sire and Angus Dam.
 - d. Cattle that are 75% Angus bred or greater are also eligible (subject to visual assessment), and should be described as **ANGUS X ANGUS X Another British/Euro Breed** to denote that the animal has either a Sire that is pure-bred Angus and a Dam that is at least 50% Angus.
 - e. To meet the visual requirements of the Bindaree Angus Program, cattle must:
 - i. Be black in colour, with no more than 10% white or any other colour on the body.
 - ii. Have a black or broken face. (Broken face is considered to have black across the eyes and a third black patch on the face).
 - iii. Be polled. The presence of horns will disqualify the animal.
 - iv. No Bos Indicus content
- 8. MSA Fat Specifications**
- a. MSA Graded cattle are subject to the same fat specifications and deductions as Non-MSA cattle.
- 9. MLA Levy**
- a. All cattle consigned to Bindaree Food Group are subject to the \$5 MLA transaction levy. In the case that cattle are consigned through an agent, the levy will be paid by the agent.

10. Exotic Diseases

- a. In the event that:
 - i. lumpy skin disease, foot and mouth disease or any other exotic disease infect cattle in Australia;
 - ii. the outbreak of the disease is publicly notified before such time as the consigned cattle are delivered to Bindaree Food Group; and
 - iii. the outbreak has a material adverse impact on the Australian beef industry (in Bindaree Food Group's reasonable opinion) including pricing, market access, or consumer demand,
 - iv. the price of the cattle will be discounted to reflect the market rate at the time of the consignment.
- b. Any cattle showing any symptoms of, or who have been exposed to any exotic disease must be excluded from the consignment. Bindaree Food Group reserves the right to reject cattle or carcasses identified by the on-site Department of Agriculture (DAWE) vet as condemned.

11. Force Majeure

- a. Neither Bindaree Food Group nor the vendor will be in breach of their obligations to deliver or receive the cattle (as relevant) nor liable for delay in performing, or failure to perform, any of such obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure Event). In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for at least eight weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving no less than 21 days' written notice to the affected party.
- b. The performance of the affected obligations must be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.

Animal Welfare and Delivery Policy

Bindaree Food Group is committed to ensuring that all cattle processed at our plant have been humanely treated prior to slaughter.

- To ensure that Bindaree staff can monitor the unloading of cattle, all cattle must be delivered **before 5pm** the afternoon prior to the scheduled slaughter date. In the case that animals are scheduled for a Monday slaughter, cattle must arrive **before 3pm on Sunday**.
- All cattle arriving at the plant must be accompanied with *appropriate and correct* documentation, including a 2013 Version National Vendor Declaration (NVD), MSA Declaration (where applicable) and a NFAS delivery docket (where applicable).
- All cattle destined for different markets must be segregated and easily identified before arrival. To reduce animal stress and the possibility of incorrect drafting, Bindaree staff will not draft animals on arrival.
- All people handling, loading and unloading livestock are responsible for meeting the requirements of our handling procedures. Animals are to be unloaded promptly and quietly to minimise stress and injury under the supervision of an experienced livestock handler. Care must be taken not to rush animals and to use the animal's natural instincts.
- Canvas or leather flappers and soft polyethylene pipe may be used to create sufficient noise to encourage the movement of stock.
- Animals that are injured or disabled during transport should be humanely destroyed without delay, or receive emergency slaughter with the permission of an authorised officer. A Department of Agriculture (DOA) vet **MUST** inspect any animal before emergency slaughter.
- Downed or injured stock must be destroyed where they lay on the transport vehicle and are not to be moved (or tried to be moved) while still alive.
- If an animal needs to be destroyed or a dead animal removed after hours, please inform Plant Security who will contact the Stockman on Duty to humanely destroy the animal and/or remove the carcass.

Any animal not fit to load must only be transported under veterinary advice. An animal is considered not fit to load when it is:

- Unable to walk by bearing weight on all four legs
- Shows signs of severe injury or distress or conditions likely to further compromise its welfare during transport
- Severely emaciated or visibly dehydrated
- Unable to see well enough to walk, load and travel without impairment or distress (for example, is not blind in both eyes)
- Known to be, or visually assessed to be within four weeks of calving

All arriving cattle must not have been off feed and water for more than **48 hours**. Any animals arriving on plant that do not meet animal welfare standards will be reported to the DOA vet on duty and may be destroyed at the vendor's expense. If animal cruelty is observed, the event will be reported to the appropriate authority.