COLES SUPERMARKETS AUSTRALIA PTY LTD

ABN 45 004 189 708 800 Toorak Road, Hawthorn East VIC 3123

Lamb Forward Purchase for March 2020

ALL LAMBS MUST BE SHORN

Agreement Date:		Coles Buyer:		Contract No.:	
	VENDOR:		AG	ENT:	
Business Name:					
Address:					
Contact Name:					
Email:					
Mobile:					

Coles agrees to purchase from the Agent/Vendor and the Agent/Vendor agrees to sell to Coles the number of lambs, at the price, delivered to the processor and in accordance with the delivery schedule set out below on the Terms and Conditions set out page 2 of this Contract.

• Gundagai Delivery (Gundagai Meat Processors)

Minimum price to be paid for lambs weighing <u>18-26 kg</u> HSCW is as per price indicated for each week in the table below ex GST (Price). <u>Coles will increase the Price by 50%</u> of the amount (if any) that the Coles weekly spot grid price if at the time of delivery it exceeds the contracted Price.

Delivery week commencing (circle relevant date(s))	Number	Sire	Damm	Shearing Date
02/03/2020 \$8.20				
09/03/2020 \$8.20				
16/03/2020 \$8.20				
23/03/2020 \$8.20				
30/03/2020 \$8.20				

• Colac Delivery (ALC)

Minimum price to be paid for lambs weighing <u>18-26 kg</u> HSCW is as per price indicated for each week in the table below ex GST (Price). <u>Coles will increase the Price by 50%</u> of the amount (if any) that the Coles weekly spot grid price if at the time of delivery it exceeds the contracted Price.

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30/03/2020 \$8.20				

PIC Number

Provide feed details for lambs for 6 weeks prior to slaughter:_____



SIGNED:

	Vendor	Agent	Coles		
Name:					
Date:					
Signature:					
Terms and Conditions					

1. This Contract is not binding on Coles until it has been signed by an authorised representative of Coles and copy returned to the Agent/Vendor.

2. Coles will only purchase lambs in minimum lot size of 200 head.

- 3. On delivery lambs must have a maximum wool length of less than 2 inches or have been shorn no more than **15 weeks** prior to delivery.
- 4. The Agent/Vendor may request details of the discounts that Coles will apply for lambs delivered that are outside the contracted HSCW in the week prior to delivery.
- 5. The Agent/Vendor agrees that the lambs must be delivered on the specified delivery date unless prevented by circumstances beyond the reasonable control of the Vendor in which case the lambs must be delivered as soon as practicable thereafter.
- 6. All lambs to be supplied to Coles must on delivery to the processor:
 - (a) pass all AQIS inspections;
 - (b) be free of notifiable diseases that can be detected prior to slaughter;
 - (c) be sired by a terminal sire;
 - (d) be pocket crutched prior to delivery;
 - (e) be fit for use to produce meat and meat products for human consumption; and
 - (f) meet all export withholding periods for slaughter.
- 7. Lambs delivered that are contaminated with grass seed will be discounted in accordance with the following table and such discount will be averaged over the entire mob delivered:

Level of Seed	Up to 1/3 of lot	1/3 to 2/3 of lot	2/3 to 3/3 of lot
Contamination	contaminated	contaminated	contaminated
Light	Seed Report	20 cents per kg	30 cents per kg
Medium	20 cents per kg	40 cents per kg	60 cents per kg
Heavy	30 cents per kg	60 cents per kg	\$1.00 per kg

- 8. Where the Vendor delivers lambs that are contaminated with grass seed, Coles may, in its absolute discretion, cancel any future deliveries of lambs contracted for supply to Coles.
- 9. Coles reserves the right to inspect lambs prior to delivery and may, in its absolute discretion, cancel any Contract where it considers that the lambs will not meet the requirements of the Contract or will not be suitable for use by Coles.
- 10. On delivery of the lambs the Vendor must provide a completed and signed current 2013 National Vendor Declaration.
- 11. Lambs skins will be tendered in accordance with Coles' current skin tender on the Vendor's behalf.
- 12. Title and risk to the lambs passes to Coles when the lambs are slaughtered and the carcass is weighed on the certified scales at the processor's facility.
- 13. Following slaughter of the lambs at the processor, Coles will provide to the Agent/Vendor the report from the processor including number and weight of the lambs delivered to the processor and the Agent/Vendor will provide a tax invoice to Coles based on the report provided. All valid, properly issued tax invoices are payable 14 days from the date of receipt.