DYSON JONES

DYSON JONES WOOL BUYERS TERMS & CONDITIONS

To: Dyson Jones (WA) Pty Ltd ABN 60 158 869 482 (DJWA) including, but not limited to any related body corporate, any subsidiary or associated entity and as trustee of any trust from time to time (individually and together called "DJWA").

1. APPLICATION & APPOINTMENT OF DJWA AS AGENT

(a) These terms and conditions govern the consignment, storage and sale of Wool.

(b) The Grower agrees to appoint DJWA as its wool-selling agent in respect of any sale of the Wool and to consign Wool for storage at a store as nominated by DJWA.

(c) The Grower authorises DJWA to sell the Wool in accordance with any instructions the Grower may give to DJWA or otherwise, at the discretion of DJWA.

(d) These terms and conditions must be read together with any applicable General Credit Terms.

(e) To the extent of any inconsistency between these terms and conditions and the General Credit Terms, the General Credit Terms will prevail.

(f) The Grower agrees that the proceeds of any sale of the Wool are to be paid to DJWA and that DJWA may deduct from those proceeds and retain for itself all monies payable by the Grower to DJWA under these terms and conditions before forwarding the balance to the Grower.

(g) If the proceeds of the sale of the Wool are insufficient to pay all monies payable by the Grower to DJWA, the Grower must pay DJWA, on demand, all outstanding Fees, Costs and Payments in relation to the Wool and any other outstanding monies.

(h) The Grower must pay to DJWA any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by DJWA in connection with the entry into these terms and conditions, the exercise or attempted exercise of any power, right or remedy under these terms and conditions and/or the failure to comply with these Terms and Conditions.

  (i) As security for payment of all monies payable by the Grower and for the Grower's obligations generally under these terms and conditions, the Grower charges in favour of DJWA the whole of the Grower's undertaking, property and assets (including without limitation all the Grower's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Grower irrevocably appoints each Officer as the Grower's attorney to do all things necessary to create and register each such charge. Upon demand by DJWA, the Grower agrees to immediately execute a mortgage or other instrument in terms satisfactory to DJWA to further secure payment of the money payable by the Grower. If the Grower fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Grower acknowledges that DJWA may execute such mortgage or other instrument as the Grower's attorney pursuant to the appointment of DJWA as the Grower's attorney set out in these terms and conditions.

2. TITLE

(a) The title to the Wool remains with the Grower until it passes to the Buyer upon confirmation of the sale of the Wool by the Buyer and after full payment is received from the Buyer for the Wool purchased.

(b) Title to the Wool does not pass to DJWA unless DJWA becomes the Buyer of the Wool, in which case clause 2 (a) will apply.

3. WOOL-IN-TRANSIT DELIVERY WARRANTY

(a) DJWA's Wool-In-Transit Delivery Warranty (Warranty Fee) covers only those risks as described in clause 3 (d) and is subject to the terms, conditions, exclusions and limitations as set out in this document.

(b) If a Grower does not wish to have the benefit of this protection, the Grower must notify DJWA in writing prior to appointing DJWA as its wool selling agent and consignment of the Wool to DJWA.

(c) DJWA will accept risk in the Wool for loss or damage for a period:

  (i) Commencing when the Grower pens their sheep for shearing, or the day DJWA is appointed as its wool selling agent (whichever is the latter); and

  (ii) Ending 90 days after the day the Grower pens their sheep for shearing.

  (iii) If the Wool has not been delivered to a Delivery Location at the end of the period specified above, DJWA will accept risk in the Wool only while it is in transit to a Delivery Location, up to and including 21 days of interim storage whilst in transit.

  (iv) From the date of arrival at a Delivery Location until the date of sale.

(d) If the Wool is lost, stolen, destroyed or damaged during the period in which DJWA accepts risk in the Wool, DJWA will, subject to clause 3 (c) and (e)-(g), compensate the Grower for the loss of, or damage to the Wool.

(e) If the Grower believes that circumstances exist that would entitle them to a claim under clause 3 (d), they must:

  (i) notify DJWA of those circumstances within 48 hours of those circumstances occurring; and

  (ii) provide DJWA with all information reasonably requested by DJWA relating to the circumstances giving rise to the claim within 31 days of the relevant circumstances.

(f) The amount of any such compensation will be limited to an amount equal to the market value of the Wool as at the date of the sale of the clip as determined by DJWA, or if the Wool at the time of the loss is subject to a contract of sale, the price of the Wool under that contract of sale, less the Grower's usual selling costs.

(g) The Grower acknowledges that they must take all reasonable precautions to ensure that the Wool is kept safe and secure while under the Grower's care and control and records of bale numbers, bale weights and descriptions corresponding to those declared in the classer's specification provided to DJWA in respect of the Wool are maintained.

(h) The Grower further acknowledges and agrees that DJWA will have no obligation to compensate the Grower under clauses 3 (a) to (g), if the Grower failed to take reasonable steps to mitigate against the circumstances that caused the loss or damage.

  (i) If DJWA makes a payment in accordance with clause 3 (d), title in the Wool to which that payment relates automatically passes to DJWA.

4. DELIVERY

(a) The Grower will arrange, at their own cost, for the delivery of the Wool to a Delivery Location.

(b) The Grower acknowledges that DJWA is authorised as its wool-selling agent to execute any form, document or agreement necessary for the consignment of the Wool in a Delivery Location on behalf of the Grower.

5. FEES, COSTS AND PAYMENTS

(a) The Grower agrees to pay DJWA:

  (i) commission as calculated by DJWA, applicable to the manner of sale of the Wool;

  (ii) All other purchases through DJWA by the Grower (including, but not limited to, woolpacks), all wool or shearing advances received together with any interest where applicable, all other costs and expenses incurred by DJWA in relation to the freight, handling, testing and inspection of the Wool prior to its sale or attempted sale (including storage charges) and all other costs in connection with the sale or attempted sale of the Wool (including, but not limited to, duties, taxes, industry service charges and levies);

(iii) Interest on any monies owing to DJWA which are not paid by the due date. Interest will be calculated daily from the invoice date up to and including the date of payment in full, at a rate of 15% p.a. as determined and calculated by DJWA, at its discretion.

(b) All Fees, Costs and Payments are due and payable on the earlier of:

(i) date of the sale of the Wool;

(ii) the termination of this contract; or

(iii) if applicable, on demand by DJWA.

(c) If DJWA incurs any costs on behalf of the Grower after the date on which DJWA pays the Grower the balance of the Wool sale proceeds, the Grow- er must reimburse DJWA for such costs immediately upon demand.

6. RIGHT OF SET OFF

(a) DJWA in its sole discretion, may at any time set-off any amount owing by the Grower to any DJWA entity on any DJWA account held on the Grower's behalf whatsoever whether the amount owing by the Grower has become due or payable.

7. DJWA'S LIMITED LIABILITY

(a) The Grower acknowledges that DJWA's liability under these terms and conditions is limited to its duty to the making of any payment (if applicable) to the Grower as in the manner detailed in clause 1.

(b) DJWA excludes liability for any and all indirect or consequential losses or damages (including loss of profits or lost opportunity) together with any liability to any third party arising from the Wool itself or the Grower's handling of the Wool, howsoever arising and notwithstanding the fact that such losses or damages were reasonably foreseeable.

8. GROWER LIABILITY AND WARRANTIES

(a) The Grower acknowledges that the Wool is, to the best of their knowledge, in good condition and accurately described in any documents or materials provided to DJWA relating to the Wool.

(b) If any Wool is subject to any security interest, the Grower warrants that they must disclose that interest to DJWA and have procured, prior to signing / entering this Contract and appointment, the consent of the holder of that security interest to the Grower's entry into this Contract and appointment, in such form as DJWA reasonably requires, including the security holder's written approval and authorisation of the payment of all Fees, Costs and Payments in relation to the Wool.

(c) If the Grower proposes to grant any new security interest over the Wool, the Grower must first obtain DJWA's written approval, which will be conditional on the proposed security holder first granting the kind described in clause 8 (b).

(d) The Grower further warrants that they have not appointed another wool-selling broker or agent to sell the Wool.

(e) The Grower indemnifies and keeps DJWA indemnified at all times against all liabilities, losses, damages, costs or expenses incurred or suffered by DJWA and all actions, proceedings, claims or demands made against DJWA relating to the non-disclosure of any existing security over the Wool or the quality or condition of the Wool including but not limited to the description or the National Wool Declaration (NWD) of the Wool by the Grower or wool classer or any other person acting on behalf of the Grower, other than any wilful or negligent acts or omissions caused by DJWA.

9. PERSONAL PROPERTY SECURITIES ACT (PPSA)

(a) The Grower acknowledges that this Contract constitutes a security agreement under section 20 of the Personal Property Securities Act 2009 (PPSA) and that the Grower:

(i) grants a Security Interest (SI) and Purchase Money Security Interest (PMSI) as defined in the PPSA in favour of DJWA over the Wool (and their proceeds).

(ii) grants to DJWA a SI in all its present and after-acquired property and in all its present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by the Grower to DJWA and as security for the performance of the Grower of the obligations set out in these terms and conditions.

(iii) agrees that any wool or proceeds of sale of the Wool coming into existence after this Contract will come into existence subject to the PMSI and SI granted herein and these terms and conditions without the need for any further action or agreement by any party.

(iv) agrees that the PMSI and SI has attached to the Wool and that the attachment of the PMSI has in no way been deferred or postponed.

(b) The Grower acknowledges they will execute documents, and such further acts as may be required by DJWA to register the SI under the PPSA.

(c) The Grower waives its rights, to the extent permissible by law, under the provisions of Part 4 of the PPSA to receive notices.

(d) The Grower also acknowledges that where DJWA has rights in addition to Part 4 of the PPSA, those rights will continue to apply.

(e) The Grower acknowledges that it has received value as at the date of the sale or attempted sale of the Wool and has not agreed to postpone the time for attachment of the SI granted to DJWA under this Contract.

(f) If DJWA has cause to exercise its rights under Sections 123 and 128 of the PPSA, the Purchaser irrevocably grants DJWA the right to enter the Grower's property or any other premises where the Wool are located, without notice, and without being liable to the Grower or to any third party.

10. TERMINATION

(a) The Grower or DJWA may terminate this Contract by notice in writing to the other if that other party:

(i) commits a breach of this Contract which is incapable of remedy within 7 days after receiving written notice from the other party requiring it to do so; or

(ii) the Grower is in default of any payments or is unable or state they are unable to pay its debts as and when they fall due; or

(iii) the Grower, being an individual, commits an act or bankruptcy or has a controller or trustee appointed to the Grower's estate, property or assets (or any part thereof); or

(iv) the Grower, being a company, passes a resolution to wind up or enters liquidation or has an application for winding up filed against it; or

(v) a receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Grower; or

(vi) The Grower experiences any analogous events having substantially similar effects to any of the events specified above.

(b) Termination will not affect the Grower's obligation to pay all monies owing to DJWA and any other costs and expenses accrued up to and including the date of termination. DJWA's right to recover all Fees, Costs and Payments and all other monies owing to it by the Grower survives termination of this Contract.

(c) The Grower grants DJWA a lien over the Grower's Wool until all outstanding monies have been paid in full.

(d) If this Contract is terminated before the Grower's Wool is sold, DJWA is entitled to retain possession of the Grower's Wool until all outstanding monies have been paid in full.

11. GENERAL

(a) If a party comprises two or more persons, this Contract applies to those persons jointly and each of them individually.

(b) If any provision of these terms and conditions is illegal or unenforceable or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot

be so read down, the provision or part of it shall be deemed to be void and severable, and the remaining terms and conditions shall not be affected or impaired.

(c) This agreement is governed by the laws of the State in which the consigned Wool is located. The parties submit to and consent to the laws of the State and central courts of that State as having jurisdiction over these terms and conditions.

(d) These terms and conditions may be amended by DJWA from time to time, will be made available on the DJWA website and will take effect from the date the amended terms and conditions are listed on DJWA's website.

12. DEFINITIONS

Buyer means the person identified as the buyer at auction or in an any Contract or otherwise and includes their authorised representatives.

Contract means any contract for the sale, consignment or supply of Wool through DJWA.

Delivery Location means the wool selling centre at which the Wool is to be sold.

Fees, Costs and Payments means all the fees, costs and payments referred to in clause 5.

General Credit Terms means the terms and conditions contained in the Application for Commercial Credit as amended from time to time and available on DJWA's website.

Grower means the person identified as the grower in any Contract or otherwise and includes their authorised representatives.

Officer means each director, company secretary, credit manager and authorised representative of DJWA.

Wool means the wool that the Grower has delivered or proposes to deliver to DJWA.

Warranty Fee means the warranty in favour of the Grower provided by DJWA upon the assumption of a contractual delivery obligation in clause 3 (c).