

FULL LEGAL NAME				
TRADING NAME (if different from above)				
POSTAL ADDRESS				
DELIVERY ADDRESS				
TELEPHONE		FAX		OPENING TIME

ALL COMPANIES

REGISTERED OFFICE		CO. REG. No.	
		COMPANY ACCOUNTANTS	

PRIVATE COMPANIES • PARTNERSHIPS • ORGANISATIONS (President & Secretary) • SOLE TRADERS

PARTICULARS OF DIRECTORS			THE GUARANTEE MUST BE COMPLETED	
FULL NAME	PRIVATE ADDRESS	PVTE TEL	DATE OF BIRTH	POSITION HELD
Contact Person Accounts Payable			Telephone No. Accounts Payable	
Email				

FACTORING/INVOICE FINANCING

Details of any factoring or invoice finance	
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The organisation named above ("**Customer**") agrees with Golden Coast Commercial, a division of Tegel Foods Limited ("**GCC**") as follows:

- The Customer warrants that all information in and attached to this credit application and terms of trade agreement is true, accurate and complete, and acknowledges it will be relied upon by GCC in granting or continuing to grant credit to the Customer.
- The Customer has read GCC's Terms of Trade attached to this document and available to view on GCC's website and agrees that those terms are the terms which will apply for all contracts for the supply of goods or services despite any contrary indication by the Customer unless GCC expressly agrees otherwise in writing (or the Terms of Trade are amended or replaced in the manner set out in the Terms of Trade).
- The Customer agrees to continue to make at all times full and accurate disclosure to GCC of any material information that may affect GCC's decision to continue granting credit to the Customer.
- This credit application and terms of trade agreement constitutes a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999 and the Customer grants GCC a security interest in all goods supplied and their proceeds in the manner set out in the Terms of Trade provided that if GCC already has a perfected security interest, that security interest continues under this credit application and terms of trade agreement.
- The Customer must not factor or otherwise sell its accounts receivable, or grant or permit to continue a security interest over goods purchased from GCC or their proceeds (other the security interest granted to GCC) without GCC's prior written approval.

AGREED AND ACCEPTED BY THE CUSTOMER

SIGNED		DATE	NAME
		/ /	POSITION/TITLE
SIGNED		DATE	NAME
		/ /	POSITION/TITLE

OFFICE USE ONLY		DEBTOR No.												
CUSTOMER GROUP		DISTRICT			CO TYPE			RUN NUMBER					PAYMENT TERMS	<input type="checkbox"/>
WAREHOUSE		DELIVERY METHOD			FACILITY			PLACE						
CUSTOMER TYPE		GEOGRAPHY CODE			M-TECH FARM NO.								INVOICE TYPE	<input type="checkbox"/>

GUARANTEE OF THE CUSTOMER'S OBLIGATIONS

In consideration of Golden Coast Commercial, a division of Tegel Foods Limited (**GCC**) agreeing to supply the Customer named above with goods and services on credit at my/our request, I/we the persons named below as Guarantor jointly and severally agree with GCC that:

1. I/We shall with the Customer be jointly and severally liable to GCC for the due and punctual performance by the Customer of the Customer's obligations under the Customer's credit application and terms of trade agreement above and all other agreements for the supply of goods or services to the Customer by GCC, including (without limitation) the Customer's obligations to pay money to GCC;
6. I/We shall indemnify GCC from and against all losses, expenses and costs, including but not limited to all legal and collection costs and costs incurred in connection with GCC's enforcements of its securities (including on a solicitor/client basis), which GCC may suffer or incur as a result of the Customer's default or failure to comply with any obligation of the Customer to GCC;
7. I/We agree that notwithstanding that as between me/us and the Customer, I/We may be a surety only, I/We shall be liable to GCC as a principal debtor jointly and severally with the Customer;
8. I/We agree that this guarantee shall be a continuing guarantee for all future obligations of the Customer and shall not be discharged or affected by any of the following: the granting of time, indulgence, extension of credit or other concession to the Customer; any modification, variation or addition to any agreement between GCC and the Customer for the supply of goods or other services (including, without limitation, any amendment to, or replacement of, GCC's Terms of Trade and any increase in the Customer's credit limit); the insolvency; liquidation or receivership of the Customer or any change in the shareholding or directorship of the Customer; or any other act, event or omission (including GCC's failure to register its security on the PPSR) which but for this clause might operate to discharge, or otherwise affect this guarantee and my/our obligations under this guarantee. I/We agree that this guarantee shall only be released by the express written agreement of GCC.
9. I/We am/are aware of all the provisions of the Customer's credit application and terms of trade agreement and the terms upon which credit is to be provided to the Customer.
10. I/We agree that clause 11 of GCC's Terms of Trade shall apply to me/us (with references to the Customer replaced with I/We where necessary) as if set out in full in this guarantee.
11. I/We agree that the doctrine of marshalling shall not apply to or in respect of this guarantee.
12. I/We agree not to dispose of my/our assets nor release any debts owed to me/us at any time during the term of this guarantee.

Signed as a deed by:

Guarantor Legal Full Name (Individual)	Date of birth	Address (post and physical)	Signature
.....
.....

Guarantor Full Name (Company)..... by: Director Signature

Director Signature

In the presence of:
Witness Full Name **Signature**

Occupation

City/town Dated

TERMS OF SALE

1. ORDERS

- 1.1 **Placing Orders:** The Customer agrees to place orders for the purchase of fertilised eggs, day old chicks or for pullet rearing services in accordance with GCC's ordering procedures as advised by GCC from time to time.
- 1.2 **Contract for Sale/Rearing:** The Customer agrees that each order confirmed by GCC in writing (**Order Confirmation**) will constitute a separate contract for the sale of fertilised eggs, day old chicks or pullet rearing services on these terms of trade. Each order from the Customer is an offer to purchase the relevant goods and/or services on such terms, and GCC may accept or reject the order at its discretion.
- 1.3 **Variation or Cancellation of Goods Order:** The Customer may, by notice in writing, cancel or vary an Order Confirmation in respect of the purchase of fertilised eggs or day old chicks no later than four weeks prior to the scheduled delivery date.
- 1.4 **1.4 Notification of Setting:** Following the issue of the Order Confirmation in respect of the purchase of fertilised eggs or day old chicks GCC will set eggs in terms of the Order Confirmation and thereafter notify the Customer of this in writing. Once GCC has set the eggs the Customer cannot cancel or vary the order.

2. PRICE

- 2.1 **Prices:** Unless otherwise agreed to in writing by GCC, GCC's prices are subject to change without notice and the price for any order of goods and/or services is GCC's current price at the relevant time. If GCC agrees to fixed pricing or a quotation in writing, GCC's prices for the applicable goods and/or services will be fixed for the agreed period or, if no period is agreed, until the expiry of reasonable notice from GCC.
- 2.2 **Taxes:** The price for goods and/or services will be increased by the amount of any applicable GST, EPF levy and other taxes and duties, except to the extent that such taxes or duties are expressly included in any quotation or fixed pricing given or agreed by GCC.

3. PAYMENT TERMS

- 3.1 **Payment for Goods:** Payment for all goods supplied will be in cash on delivery or, in the case of international orders, prior to shipment (in each case, in cleared and immediately available funds) of the goods, unless other terms are agreed by GCC and the Customer in writing. GCC may vary or cancel any terms of credit at any time without prior notice.
- 3.2 **Payment for Services:** Payment for all services supplied will be on the terms stated in GCC's invoice unless other terms are agreed by GCC and the Customer in writing. GCC may vary or cancel those terms of credit at any time without prior notice.
- 3.3 **Payment in Full:** The Customer must pay each invoice in full without set-off, counterclaim, deduction or withholding, except as required by law or as specifically agreed in writing by GCC.
- 3.4 **No Delivery of Pullets:** GCC reserves the right not to deliver pullets to the Customer (or its nominated recipient) until all Amounts Owing are paid in full.
- 3.5 **Application of Payments:** GCC may apply any payments received from or on behalf of the Customer in reduction of the Amount Owing in such order as GCC thinks fit (despite any direction to the contrary from the Customer and whether before or after the occurrence of an Event of Default).

4. GCC'S OBLIGATIONS

- 4.1 **Day Old Chicks and Fertilised Eggs:** GCC agrees to supply the fertilised eggs and day old chicks:
- in accordance with the Order Confirmation;
 - in compliance with relevant laws and regulations relating to biosecurity and animal welfare;
 - in compliance with any applicable animal welfare codes in force from time to time;
- 4.2 **Pullets:** GCC agrees to rear the pullets:
- in accordance with the Order Confirmation;
 - in compliance with any applicable pullet rearing standards adopted by GCC from time to time;
 - so that their average weight is within the range of 10% below and 20% above the breed standard;
 - so that their uniformity of weight is 80% of the pullets falling within 10% below –and 20% above the average weight;
 - so that they are vaccinated as necessary;
 - in compliance with relevant laws and regulations relating to biosecurity and animal welfare;
- 4.3 **Relocation and sub-contracting:** GCC at its discretion may:
- move pullets between its rearing farms;
 - sub-contract its rearing services to a third party rearing farm approved by GCC.

5. DELIVERY OF GOODS (INCLUDING REARED PULLETS)

- 5.1 **Domestic Delivery of Goods:** Where delivery of goods is to be made in New Zealand GCC will deliver or arrange delivery of the goods to the place specified in the Customer's order (**Delivery Address**). Unless otherwise stated in the Order Confirmation the costs of transportation and delivery of the goods to the Delivery Address will be paid by the Customer. Delivery of the goods shall be deemed to have occurred when the goods arrive at the Delivery Address ready for unloading. Unloading is the Customer's responsibility unless GCC agrees otherwise.
- 5.2 **International Delivery of Goods:** Where delivery is to be made outside New Zealand GCC will arrange delivery of the goods to the overseas port specified in the Order Confirmation. The costs of transportation from GCC's premises, insurance and delivery of the goods to the New Zealand port of departure will be borne by GCC. The costs of transportation, insurance and delivery from the port of departure to the overseas port will be paid by the Customer. Delivery of the goods shall be deemed to have occurred when the goods are unloaded from the aircraft at the overseas port.
- 5.3 **Refusal to Accept Delivery:** If the Customer refuses to accept delivery of goods or delays in doing so, delivery will be deemed to have occurred for the purposes of clauses 3.1 and 6.1.
- 5.4 **Fulfilling Orders:** GCC will use reasonable endeavours to fulfil orders which have been accepted by GCC but will not be liable for any failure to deliver or delay in delivery.
- 5.5 **Delivery Date:** Any date or time given by GCC for the arrival of the goods is only an estimate and GCC does not guarantee delivery on that date or at that time.
- 5.6 **No Guarantee of Live Delivery:** GCC does not give any guarantees or warranties regarding the proportion of live delivery of the goods unless specifically agreed in writing.

6. RISK AND OWNERSHIP

- 6.1 **Risk – Day Old Chicks and Fertilised Eggs:** Subject to clause 6.3, risk of any death, sickness, injury or other loss of or to the goods passes to the Customer on deemed delivery of the goods in accordance with clauses 5.1 or 5.2 (as applicable) (if GCC is rearing the pullets, risk does not pass until delivery (or deemed delivery) of the reared pullets) **provided that** if the Customer wrongfully rejects, refuses to accept or delays acceptance or delivery of the goods, risk in the goods will pass to the Customer from such rejection, refusal or delay. If the Customer wrongfully rejects or refuses to accept delivery of goods, the Customer shall indemnify GCC for any and all losses arising from the Customer's rejection or refusal, including but not limited to any death, sickness, injury or other loss of or to the goods. The Customer will insure the goods from the time of delivery and undertakes to provide GCC with evidence of insurance if so required by GCC.
- 6.2 **Risk - Pullets:** During the term of the contract for pullet rearing services risk of any death, sickness, injury or other loss of or to the pullets will be borne by GCC until delivery (or deemed delivery) of the reared pullets. In case of such loss GCC will either:
- replace the affected pullets with comparable pullets; or
 - credit the Customer's account for any rearing fees paid in respect of the affected pullets and the price paid by the Customer for the day old chicks; (being GCC's sole liability in respect of such loss)
- 6.3 **Ownership:** Despite any period of credit, ownership of the goods remains with GCC and does not pass to the Customer until the Customer:
- pays the Amount Owing in full; or
 - resells the goods pursuant to these terms of trade.
- 6.4 **Dealing With Goods:** While ownership of the goods remains with GCC:
- After delivery of the goods, the Customer covenants to hold them separately in a saleable condition (satisfactory to GCC) as fiduciary, bailee and agent of GCC and clearly identify them as belonging to GCC; and
 - the Customer may (until advised to the contrary in writing by GCC or until an Event of Default occurs), in the ordinary course of its business, use the goods or sell them for full value.
- 6.5 **Proceeds In Trust:** If the Customer resells or uses the goods before ownership in the goods has passed to the Customer, the Customer must hold the proceeds of such sale or use (separately and in identifiable form and to the extent their value does not exceed the Amount Owing) in trust for GCC, and pay the proceeds into a bank account nominated by GCC if GCC requests this in writing.

7. WARRANTIES

- 7.1 **Exclusions:** All warranties, descriptions, representations or conditions whether implied by law or otherwise and, subject to clause 7.2, all other liability of GCC, whether in contract, tort (including negligence) or otherwise is, expressly excluded to the fullest extent permitted by law.
- 7.2 **Consumer Guarantees:** The Customer acknowledges that if the goods acquired from GCC are for the purposes of business then nothing in the Consumer Guarantees Act 1993 will apply.
- 7.3 **International Compliance:** GCC accepts no responsibility for ensuring the goods and delivery thereof comply with local laws and regulations at the place of delivery. The Customer shall be solely responsible for meeting (at the Customer's sole cost) all regulatory approvals, product registration, licences, consents, costs, duties and other requirements necessary for the lawful importation, distribution and sale of the goods in the relevant territory or territories and any reference to "Incoterms" in any order or order confirmation shall be deemed amended accordingly.
- 7.4 **Customer Compliance:** The Customer undertakes to grant reasonable access to the goods to approved industry or government personnel for the purposes of biosecurity and poultry disease prevention.

8. INSPECTION AND CLAIMS

- 8.1 **No credit for returned goods:** The Customer must not return goods unless GCC has specifically agreed with the Customer in writing to this effect in advance.
- 8.2 **Defective Goods:** On the delivery of goods to the Customer, the Customer must immediately inspect the goods in order to satisfy itself as to the goods' merchantable quality, fitness for purpose and compliance with the Customer's order. If the Customer considers that the goods are defective, not of merchantable quality, unfit for their purpose or not in compliance with the Customer's order (**the claimed defect**), the Customer must immediately (and within 48 hours of delivery) advise GCC in writing of the claimed defect. On receiving such advice from the Customer, GCC may elect whether to replace the defective goods or refund the price paid by the Customer for the defective goods or the rearing of the defective pullets. GCC will have no liability whatsoever to the Customer for any claimed defect if it has not been advised of the claimed defect within 48 hours of delivery. The Customer will give GCC the opportunity to inspect the goods and must (at the Customer's cost) store the goods separately and in the state and condition in which they were supplied by GCC until GCC's inspection.
- 8.3 **GCC's liability:** The Customer agrees that GCC will have no liability to the Customer or to any other person for Claims arising from:
- a claimed defect that has been advised to GCC if GCC has complied with its obligation to either replace the defective goods or refund the price paid by the Customer for the defective goods or the rearing of the defective pullets (being GCC's sole obligations in respect thereof);
 - a claimed defect that has not been advised to GCC in writing within 48 hours of delivery;
 - representations, warranties or agreements purported to be made by an agent or representative of GCC that have not been confirmed by GCC in writing;
 - late or non-delivery of goods;
 - inability to fulfill the Customer's order;
 - death, sickness or injury or other loss of or to the goods occurring after delivery or deemed delivery of the goods to the Customer;
 - anything the Customer has done which has caused or contributed to the claimed defect;
 - loss of profits, or any indirect or consequential loss or damage; and the Customer agrees to indemnify GCC against any such Claim.
- 8.4 **Limitation on liability:** If GCC is liable notwithstanding clauses 7, 8.2 and 8.3, then notwithstanding any other provision of these terms of trade, to the maximum extent permitted by law, GCC's liability under any Claim made by the Customer or third party will not exceed the price actually paid by the Customer for the goods or services in respect of which the Claim is made.

9. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 9.1 **Security Interest:** The Customer grants to GCC a security interest in all goods

- previously supplied by GCC to the Customer and all goods that GCC will supply to the Customer in the future, together with their proceeds to secure the payment of the Amounts Owning. When goods supplied by GCC to the Customer have become an accession or have been manufactured, processed, commingled or affixed with other property, the Customer will ensure that goods supplied by GCC and their proceeds will remain identifiable. The Customer acknowledges that GCC's security interest continues in the accession or the processed or commingled goods and their proceeds.
- 9.2 **Verification Statement:** The Customer waives its right to receive a copy of any verification statement or a financing change statement in respect of GCC's security interest.
- 9.3 **Contracting out:** GCC and the Customer agree that to the fullest extent permitted by law, nothing in sections 114(1)(a) and 133 of the PPSA shall apply in respect of GCC and the Customer. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA.
- 9.4 **Customer undertakings:** The Customer undertakes to:
- Promptly do all things, sign any further documents and/or provide any information which GCC may reasonably require to enable GCC to perfect and maintain the perfection of its security interest.
 - Give GCC (addressed to the Financial Controller or equivalent) not less than 14 days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including, but not limited to, changes in the Customer's address, facsimile number, trading name or business practice).
 - Indemnify (and if requested by GCC reimburse) GCC for all expenses that GCC incurs in registering a financing statement or financing change statement.
 - The Customer warrants and agrees that any transfer or on-sale of goods will be for fair and reasonable value and the proceeds of sale or transfer of the goods by the Customer shall be retained by the Customer and held separately and on trust for GCC pursuant to the terms of GCC's security interest until GCC has been paid for the goods in full.
 - To protect GCC's security interest, the Customer agrees to notify GCC in writing before making supplies to connected entities of goods purchased from GCC on credit where the purchase price remains unpaid. Connected entities include any company associated with the Customer or any of its shareholders or directors.
- 9.5 **International protection:** The Customer acknowledges that the provisions of clause 9 (with any necessary changes) shall apply in international jurisdictions to the fullest extent possible subject to any variations occasioned by local law.
- 10. DEFAULT**
- 10.1 **Suspension/Termination:** If an Event of Default occurs:
- GCC may suspend or terminate any contract between GCC and the Customer;
 - The Amount Owning shall immediately become due and payable notwithstanding that the due date has not arisen;
 - GCC may enforce the security interest; and
 - GCC may (without the consent of the Customer) appoint a receiver in respect of any goods and their proceeds and any receiver is authorised to do anything referred to in these terms of trade and otherwise as may be necessary to exercise all rights and powers conferred on a receiver by law (including, without limitation, the sale of goods and collection of proceeds and accounts receivable in respect of those goods).
- 10.2 **Possession and sale:** The Customer agrees that, at any time after an Event of Default has occurred or at any time if any goods are at risk, GCC may:
- Take possession of any goods; and/or
 - Sell or otherwise dispose of any goods,
- in each case in such manner and generally on such terms and conditions as it thinks fit, and, in each case, otherwise do anything the Customer could do in relation to those goods. As the Customer's agent, GCC (and its employees, agents or appointed receiver) may and is irrevocably authorised to, without prior notice, enter any land or premises where the goods are kept in order to take possession of and/or remove them and for the purpose of facilitating the collection of proceeds and accounts receivable in connection with the goods, without being responsible for any damage caused in doing so. The Customer agrees to procure all other rights (including consents) necessary to enable, and to indemnify GCC (and its employees, agents or appointed receiver) against any liability incurred in connection with, such entry, taking of possession and removal. GCC (and its employees, agents or appointed receiver) may resell any of the goods, collect the proceeds from the Customer and apply the proceeds in reduction of the Amount Owning.
- 10.3 **Default interest:** In an Event of Default, the Customer will compensate GCC by immediately making payment as liquidated damages (in addition to the amount due) of interest at a rate of 1.5% per month calculated on a daily basis on the unpaid portion of the price from due date until payment in full.
- 10.4 **Costs and expenses:** The Customer will pay all costs, incurred by GCC, including legal costs on a solicitor-client basis and debt collectors' costs, in the recovery or attempted recovery of outstanding money and the enforcement of these terms of trade.
- 11. INFORMATION ABOUT CUSTOMER**
- 11.1 **Change of circumstances:** The Customer must notify GCC of any change in circumstances that may affect the accuracy of the information provided by the Customer to GCC or any company related to GCC.
- 11.2 **Personal or credit information:** Any personal or credit information provided by the Customer or obtained by GCC will be held by GCC and may be used by it for any of the following purposes: determining eligibility and terms for the provision of credit to the Customer, supplying the Customer with goods or services, enforcing debts and other legal obligations owing to GCC and disclosure to third parties associated with any of those purposes (including a credit reporting agency).
- 11.3 **Authorisation:** The Customer irrevocably authorises all persons, companies, credit reporting agencies and other entities to provide GCC with such information as it may at any time request about the Customer (including where applicable, its principals and directors) in relation to any of the purposes listed in clause 11.2 of these terms of trade and/or any directly related purposes.
- 12. MISCELLANEOUS**
- 12.1 **Force Majeure:** Non-performance or partial performance by GCC of any of its obligations will be excused, during the time and to the extent that such performance is prevented, wholly or substantially, by any cause beyond the control of GCC (or its permitted sub-contractor) including but not limited to any order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring goods, embargo, accident, emergency, outbreak of disease or restrictions imposed to prevent or restrict an outbreak of disease, act of God or other contingency. Following such an event GCC may, at its discretion, reallocate goods between its customers and Tegel's own requirements.
- 12.2 **Notices:** Notices under these terms of trade must (unless otherwise provided) be in writing and will (without limitation) be deemed validly given if posted, delivered by hand or sent by email to the address nominated by the recipient from time to time or the recipient's principal business address.
- 12.3 **Waiver:** If GCC exercises or fails to exercise any right or remedy available to it this will not prejudice GCC's rights in exercising that or any other right or remedy GCC. Any waiver of any term of these terms of trade must be in writing and signed by an authorised officer of GCC.
- 12.4 **Assignment:** The Customer may not transfer its rights in respect of the purchase of goods or services to any other party without GCC's prior written consent. GCC may, without prior notice to the Customer, assign or novate its rights in respect of the purchase of goods or services to any third party and the Customer agrees to consent to any such assignment or novation.
- 12.5 **Variation to terms of trade:** GCC may vary or replace these terms of trade from time to time by notice in writing to the Customer, which may be by email.
- 12.6 **Invalidity:** Where any provision of these terms of trade is rendered void, unenforceable or otherwise ineffective by operation of law, that will not affect the enforceability or effectiveness of any other provision of these terms of trade.
- 12.7 **Confidentiality:** The parties agree to keep the existence of and the terms of the agreement to supply goods or services confidential to themselves.
- 12.8 **Governing law and jurisdiction:** This agreement is to be governed by and construed by the laws of New Zealand in English and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.
- 12.9 **Arbitration:** Any party may give written notice of an unresolved dispute to the other party at any time. If the parties do not resolve the dispute within 10 working days of such notice, then the parties will, on request from either party, within a further five working days appoint one arbitrator to adjudicate on the dispute. If the parties cannot or otherwise do not agree on the arbitrator within that five working day period, the arbitrator shall be appointed by the President of the Auckland branch of the New Zealand Law Society for the time being (or his or her nominee), at the request of either party. The appointment of an arbitrator will be a submission to arbitration for the purposes of the Arbitration Act 1996. The costs of the arbitration will be payable as determined by the arbitrator. The place of arbitration shall be Auckland and the language shall be English. Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.
- 13. DEFINITIONS AND INTERPRETATION**
- For the purposes of these terms of trade:
- 13.1 **"Amount Owning"** means at any time, the unpaid price charged by GCC for goods and services supplied, and any other sums which GCC is entitled to charge under these terms of trade or which are otherwise owing by the Customer to GCC (in whatever capacity).
- 13.2 **"pullet"** means any chicken reared by GCC in accordance with these terms of trade.
- 13.3 **"Claim"** includes any claim, whether in contract, tort, equity or otherwise:
- For damages of any kind, including, but not limited to damages for breach of contract; or
 - For loss of profits; or
 - For any consequential, indirect or special loss, damage or injury of any kind for compensation, or any other remedy; arising directly or indirectly from:
 - Any breach of GCC's obligations; or
 - Any cancellation of these terms of trade; or
 - Any negligence, misrepresentation, breach of warranty or other act or omission by GCC or its employees, agents or contractors.
- 13.4 **"Customer"** means the person, partnership or organisation named as the Customer in the attached credit application & terms of trading agreement or other agreement with GCC incorporating these terms of trade.
- 13.5 **"EPF levy"** means the levy required to be paid by egg producers pursuant to the Commodity Levies Act 1990 and related Orders in Council.
- 13.6 An **"Event of Default"** means an event where:
- The Customer fails to comply with these terms of trade or any other agreement with GCC; or
 - The Customer is subject to any actual or threatened dissolution, winding up, bankruptcy, liquidation, statutory management, insolvency or receivership or any event which generally precedes such an event; or
 - An event occurs or information becomes known to GCC, which in GCC's opinion might materially affect the Customer's creditworthiness, the value of the goods the subject of the Security Interest or the Customer's ability or willingness to comply with its obligations under these terms of trade or any other agreement with GCC; or
 - Any guarantor of the Customer's obligations under these terms of trade is in default under any agreement with GCC (in any capacity).
- 13.7 **"goods"** means all tangible and intangible personal property supplied by GCC to the Customer (or the Customer's nominated recipient) and includes all accessions, co-mingled goods or any product or mass which the goods subsequently become part of and (unless the context requires otherwise) includes all proceeds of such goods and, where the context permits, includes pullets reared by GCC in accordance with these terms of trade.
- 13.8 **"security interest"** means the security interest granted in favour of GCC under these terms of trade or any other agreement between the Customer and GCC.
- 13.9 **"services"** means all services supplied by GCC to the Customer including but not limited to those services described in an Order Confirmation.
- 13.10 **"GCC"** means Golden Coast Commercial, a division of Tegel Foods Limited.
- 13.11 **"GST"** means Goods and Services Tax in terms of the Goods and Services Tax Act 1985.
- 13.12 **Interpretation:** References to the PPSA and any other Act include such legislation from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under such legislation. A reference to the Customer or GCC under these terms of trade includes that person's successors and permitted substitutes and assigns. Unless the context otherwise requires, words and phrases have the meanings given to them in, or by virtue of the PPSA.