

## Cattle Contract pro forma

### 1 Contract Reference, Type and Contact Details

1.1	<b>Contract Reference Number:</b>	_____
1.2	<b>Contract Type:</b> <i>[tick one contract type only]</i>	<input type="checkbox"/> Fixed Price <i>[tick relevant 'Fixed Price Contract' type]</i> <input type="checkbox"/> Price grid attached (Reference No. _____ ) <input type="checkbox"/> Section 4 Price Adjustment Tables  <input type="checkbox"/> Formula Price
1.3	<b>Date:</b>	_____
1.4	<b>Buyer:</b>	Name: _____ Address: _____ ABN: _____ Phone: _____ Fax: _____ Email: _____
1.5	<b>Seller:</b>	Name: _____ Address: _____ ABN: _____ Phone: _____ Fax: _____ Email: _____
1.6	<b>Agent:</b> <i>[if applicable]</i>	Name: _____ Address: _____ ABN: _____ Phone: _____ Fax: _____ Email: _____

## 2 Cattle Details

2.1	<b>Cattle:</b>	Description: _____ <i>[eg: Trade steers, cows, Angus yearling steers etc.]</i> Weight/head: _____ kg lwt/HSCW <i>[target weight or weight range per head]</i> Age: _____ months <i>[enter target age range]</i>
2.2	<b>Quality:</b>	Muscle Score: _____ Fat Score: _____ Frame Score: _____ Dentition: _____ Assessment: To be made by an Assessor, if required by the Buyer &/or the Seller, at the place and time of delivery of the cattle. The Assessor shall be one of, two of, or all of the Assessors nominated below. Seller shall be liable for the costs of Assessment.
2.3	<b>Quantity:</b> <i>[tick relevant quantity method]</i>	<input type="checkbox"/> Number: _____ <i>[specify number of head]</i> <input type="checkbox"/> Weight: _____ <i>[specify kilograms live weight or HSCW]</i> Weights will be final by _____ <i>[weighing method]</i> at _____ <i>[place]</i> .
2.4	<b>Quantity Tolerances:</b>	Where "Number" is the Quantity method, exact number of head must be delivered. Where "Weight" is the Quantity method, the Buyer will accept a delivery tolerance of $\pm$ _____% or $\pm$ _____kg.
2.5	<b>Delivery Date:</b>	From: _____ / _____ / _____ To: _____ / _____ / _____
2.6	<b>Delivery Site:</b>	
2.7	<b>Agent / Agency:</b>	1. Is an agent being used? Yes <input type="checkbox"/> No <input type="checkbox"/> 2. Is the agent a Del Credere Agent? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>For avoidance of doubt, unless otherwise indicated the agent is acting as Del Credere.</i>
2.8	<b>Assessors:</b>	Name, Address & Phone Number(s) of the agreed Assessors below, in order of preference where able: 1. _____ _____ 2. _____ _____ 3. _____ _____

### 3 Price and Payment Details

3.1	<p><b>Price (expressed in this contract to be exclusive of GST):</b></p>	<p><b>Contract Type</b> <i>[tick one of the following alternatives]:</i></p> <p><input type="checkbox"/> Fixed Price (as per attached grid or as set out in <b>Price</b> below)</p> <p><input type="checkbox"/> Formula Price (Reference Indicator: _____ ) (Reference Pricing Date: _____ )</p> <hr/> <p><b>Price</b> <i>[tick one box only, and fill in detail as/if required]:</i></p> <p><input type="checkbox"/> _____ cents/kg lwt or HSCW <i>[delete items not required];</i> or</p> <p><input type="checkbox"/> \$____.____ / head; or</p> <p><input type="checkbox"/> See attached Price/Quality Grid</p> <hr/> <p><b>Price adjustments</b> <i>[tick one box only]:</i></p> <p><input type="checkbox"/> Price grid attached (Reference No. _____ )</p> <p><input type="checkbox"/> Section 4 Price Adjustment Tables</p> <hr/> <p><b>Dressing percentage</b> <i>[complete if required]:</i></p> <p>_____ %</p>
3.2	<p><b>Payment:</b></p>	<p>The Buyer shall pay the Seller(s), in full to their nominated bank account against a Tax Invoice supplied by the Seller(s). A Buyer shall provide, by prior arrangement between the Buyer &amp; Seller, for a Recipient Created Tax Invoice (RCTI) (or multiple RCTI's if required). Payment will be made by the Buyer to the Seller by electronic transfer to Seller's nominated bank account on or by _____ from day of delivery. <i>[eg: 7 days, 15 days, 30 days etc.]</i></p> <p>If a Seller uses an agent, the Buyer of the livestock must pay the agent the full amount of the purchase price on receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in a written agreement between the Buyer and the agent that was made prior to delivery.</p>
3.3	<p><b>Agent's Commission:</b> <i>[If applicable]</i></p>	<p>_____ cents/kg lwt / HSCW or \$____.____ per head or _____ % of invoice value <i>[fill in price and delete non-applicable items]</i></p> <p><i>Parties acting as agents must adhere to the prevailing state legislation</i></p>
3.4	<p><b>Passing of Title:</b></p>	<p>Title to the cattle subject to this Contract passes to the Buyer free from encumbrances and all other adverse interests on <i>[tick one of the following alternatives]</i></p> <p><input type="checkbox"/> Full Payment</p> <p><input type="checkbox"/> Delivery</p> <p><input type="checkbox"/> Other (specified below)</p> <p>_____</p> <p><i>For avoidance of doubt, unless otherwise indicated, passing of title will occur on full payment of cattle in accordance to the Australian Cattle Trade Rules</i></p>
3.5	<p><b>Liquidated Damages:</b></p>	<p>Liquidated Damages are applicable in this contract, as governed by the "The Australian Cattle Trade Rules", enforcing the payment – in the case of default – the amount equal to the undelivered component of the 'Deliverable Quantity' multiplied by the difference between the Contract Amount and the Fair Market Price.</p> <p>If parties do not want the Liquidated Damages clause to apply, they must specify in '6 Other Contract Terms and amendments to Trade Rules' below.</p>

## 4 Price Adjustment Tables

(To be used if no Price Grid is attached)

### A. Price adjustments for individual animal weight.

40.1kg or more, heavier than specified weight	_____ cents/kg discount
20.1kg to 40kg heavier than specified weight	_____cents /kg discount
20kg lighter to 20kg heavier than specified weight	Par
20.1kg lighter to 40kg lighter than specified weight	_____cents /kg discount
40.1kg or more, lighter than specified weight	_____cents /kg discount

### B. Price adjustments for individual animal Fat Score.

Fat Score 1	___ cents /kg discount
Fat Score 2	___ cents /kg discount
Fat Score 3	___ cents /kg discount
Fat Score 4	___ cents /kg discount
Fat Score 5	___ cents /kg discount
Fat Score 6	___ cents /kg discount

### C. Price adjustments for individual animal Muscle Score.

Muscle Score A	___ cents /kg discount
Muscle Score B	___ cents /kg discount
Muscle Score C	___ cents /kg discount
Muscle Score D	___ cents /kg discount
Muscle Score E	___ cents /kg discount

### D. Price adjustments for individual animal dentition.

Permanent Incisors	
0	___ cents /kg discount
2	___ cents /kg discount
4	___ cents /kg discount
6	___ cents /kg discount
7	___ cents /kg discount
8	___ cents /kg discount

### E. Alternative to Price Adjustment Tables

1. Mark the tables at 'A', 'B' 'C' & 'D' as "N/A" (for "Not Applicable") where appropriate; and
2. Attach the negotiated Price/Quality Grid to this Contract.

## 5 Trade Rules and Arbitration

The Trade Rules governing the conduct and execution of this Contract shall be the current version of "The Australian Cattle Trade Rules" at time of contract execution.

Any dispute arising between the parties under or in any way relating to this Contract or its formation shall be referred to arbitration in accordance with the GTA Dispute Resolution Rules.

## 6 Other Contract Terms and amendments to Trade Rules

Note any other Contract Terms that need to be added or exclusions to the Australian Cattle Trade Rules:

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## 7 Execution

Signed by the **Buyer** / duly authorised person:

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Date:

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Signed by the **Seller** / duly authorised person:

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Date:

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Signed by the **Agent** / duly authorised person:

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Date:

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### Disclaimer

To the maximum extent permitted by law, none of Meat & Livestock Australia Limited (MLA), Grain Trade Australia (GTA) nor any of their officers, employees or agents accept any responsibility for any loss which arises as a result of use of the Cattle Contract pro forma. If you are unsure about how to use the Cattle Contract pro forma, you should obtain legal or other professional advice. Nothing in this document constitutes financial product advice.