

- F Certified Australian Angus Beef has agreed to designate approved suppliers of Angus cattle to the Licensed Processors and the Licensed Processors have agreed to use only Angus cattle from Angus Australia Members Licensed Suppliers.

AGREEMENT

1. APPOINTMENT OF THE RETAILER

- 1.1 CAAB Pty Ltd agrees to licence the Retailer on a non-exclusive basis for the use and sale of Certified Australian Angus Beef® and the Retailer accepts engagement on the terms and conditions set out in this Agreement.
- 1.2 The Retailer is required to be licensed by Meat Standards Australia.
- 1.3 During the term of appointment, the Retailer is permitted to advertise or otherwise promote its appointment by CAAB Pty Ltd and use any identifications, Trade Marks and/or logos approved by CAAB Pty Ltd for this purpose.
- 1.4 In order to assist in the sale of Certified Australian Angus Beef®, CAAB Pty Ltd will promote and publish the names of Retailers who have been licenced by CAAB Pty Ltd.

2 TERM

- 2.1 The engagement is for the period from the date of this Agreement, and remains in force unless terminated under Clause 7 of this Agreement or by mutual agreement.

3 SUPPLY AND INTEGRITY OF PRODUCT

- 3.1 The Retailer agrees at all times to safeguard the integrity of the Trade Mark and the Certified Australian Angus Beef® product.
- 3.2 The Retailer agrees to purchase Certified Australian Angus Beef® only from Licensed Processors or Licensed Distributors and/or Portion Controllers and to use only Certified Australian Angus Beef® and no other beef or meat product in product offered and sold by the Retailer as being Certified Australian Angus Beef®.
- 3.3 The Retailer will provide to CAAB Pty Ltd, information and feedback that may assist the further development of Certified Australian Angus Beef® and enable CAAB Pty Ltd to accurately audit the purchase and sale of Certified Australian Angus Beef®, including product purchased and sold, and customer comment on the product.

4 RESPONSIBILITIES OF THE RETAILER

- 4.1 The Retailer agrees that all Certified Australian Angus Beef® marked product supplied to the Retailer, less reasonable trimming, is offered for sale as Certified Australian Angus Beef®.

- 4.2 The Retailer agrees to post a sign supplied by CAAB Pty Ltd for public viewing indicating the Retail Outlet serves Certified Australian Angus Beef®.
- 4.4 The Retailer agrees to offer a full money back guarantee for all Certified Australian Angus Beef® beef sold whereby if the customer is not completely satisfied with the beef, the cost of the unsatisfactory purchase will be refunded, and the unsatisfactory purchase will be replaced, free of charge, with a similar cut of Certified Australian Angus Beef®
- 4.5 The Retailer agrees that only CAAB Pty Ltd approved point of sale materials are used where the Certified Australian Angus Beef® trademark is displayed unless alternative materials developed by the licensee and showing Certified Australian Angus Beef® trademark are specifically approved by Certified Australian Angus Beef Pty. Ltd.
- 4.6 The Retailer agrees that Certified Australian Angus Beef® point of sale materials are used to clearly highlight the Certified Australian Angus Beef® marked product.
- 4.7 The Retailer agrees that where Certified Australian Angus Beef® marked product is offered with fresh beef products or beef brands other than Certified Australian Angus Beef® in the same store, promotional materials bearing the Certified Australian Angus Beef® mark(s) must be used to clearly separate the Certified Australian Angus Beef® marked product display from any adjoining display.

5 SPECIFICATIONS OF PRODUCT

- 5.1 The Certified Australian Angus Beef® product purchased from a Licensed Distributor and/or Portion Controller will be in cryovac bags bearing the Certified Australian Angus Beef® Trade Mark and those bags packed in cartons bearing the Certified Australian Angus Beef® Trade Mark.
- 5.2 Any other specification that may be advised by CAAB Pty. Ltd. from time to time.

6. LIMITATIONS

- 6.1 The Retailer releases and indemnifies CAAB Pty Ltd from and against all claims demands and actions arising in relation to the marketing sale and consumption of Certified Australian Angus Beef® supplied under this Agreement including but without limiting the generality of the foregoing any claims demands or actions that relate to food health and food safety.
- 6.2 The Retailer agrees to only do what is set out in the terms of this Agreement in regard to CAAB Pty Ltd and Certified Australian Angus Beef®.
- 6.3 The Parties agree that CAAB Pty Ltd is neither an agent of the Retailer, nor the Licensed Distributor and/or Portion Controller; and the Retailer agrees that CAAB Pty Ltd is not responsible for the payment by the Retailer of any other liability that may be incurred between the Licensed Distributor and/or Portion Controller and the Retailer..

7 DEFAULT

7.1 If the Retailer fails to operate within the terms of this Agreement, CAAB Pty Ltd has the right to cancel the Agreement, subject to Clause 7.2.

7.2 If a default is not remedied within fourteen (14) days of a notice to remedy being delivered to the defaulting party, the non-defaulting party may terminate this Agreement.

8 GOVERNING LAW

8.1 This Agreement is to be governed by the laws of the State of Victoria and the Commonwealth of Australia as applicable.

Signed for and on behalf of

Certified Australian Angus Beef Pty Ltd
(Authorised Signatory)

.....
(Name – Please Print)

Signed for and on behalf of the

Retailer
(Authorised Signatory)

.....
(Name – Please Print)

SCHEDULE A

Australian Trade Marks

Number: 731806
Class: 29
Status: Registered – renewal due 8 April 2017

Number: 729754
Class: 29
Status: Registered – renewal due 12 March 2017
The Trade Mark: BLACK LABEL

Number: 751093
Class: 29
Status: Registered – renewal due 15 December 2017



SCHEDULE B

Retailer

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Name of Premises

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Address

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Number

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Retailer

Name of Premises

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Address

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Number

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Retailer

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Name of Premises

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Address

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Number

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Retailer

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Name of Premises

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