

SUITE 102
306 PACIFIC HIGHWAY
CROWS NEST
SYDNEY AUSTRALIA



Telephone: +61 2 9016 3851
Email: info@cfco.com
Website: http://www.cfco.com/

Confirmation of Sale

Date: 10/04/2023
Destination country:
Australia

Establishment Name / ID: AACO / 4585
Address: -

Grinder: B & G
Address: Australia

#	CFC PO #	Delivery Date	Product	Quantity / UOM	Currency / <small>Price Per Unit / UOM</small>	INCO Terms	Amount
---	----------	---------------	---------	----------------	---	------------	--------

1	2301280	08/03/2023	75CL Trimmings [fmg_angus]	6800.00/kgs	USD 0.00/kgs	FOB	TBD
---	---------	------------	----------------------------	-------------	--------------	-----	-----

Total: TBD

Order Terms

Insurance: Buyer's Care
Sale Terms: USD / kgs / FOB
Halal Required: Yes
E. coli Certificate Required: Yes

Comments

Terms and Conditions

Acknowledgment and Acceptance of Terms & Conditions of Purchase Orders for Raw Material Supplied to Tyson Foods, Inc. for Use in the Arby's System

As a raw material supplier approved by Inspire Brands, Inc., and/or Arby's Restaurant Group, Inc. (an "Approved Raw Material Supplier"), by accepting to fulfill this Purchase Order sent through Consolidated Food Company Pty Ltd ("CFC"), you acknowledge and agree that the raw material supplied pursuant to this Purchase Order, is for use in the Arby's System (including Arby's-branded restaurants, Inspire Brands, Inc., and/or Arby's Restaurant Group, Inc.), and that Tyson Foods, Inc., a Delaware corporation ("Tyson"), is the intended recipient of the raw materials procured by this Purchase Order.

You acknowledge and agree that the raw materials procured by this Purchase Order:

- will not contain banned substances nor controlled substances over specific concentration thresholds, including but not limited to PFAS, BPAs, BHAs, BHTs, and PFOAs, nor use any such substances in the manufacture, processing or packaging of the raw materials;
- will be produced in compliance with all applicable federal, state and local laws, orders, rules and regulations;
- are subject to and shall comply with Arby's standards and specifications as well as all requirements, standards, and specifications of Tyson, as may be amended from time to time, available here: [https://www.tysonfoods.com/purchase-order-terms-conditions];
- will be delivered in the quantities, on the dates and to the places specified in this Purchase Order;
- will be properly packed, sealed and secured in such a manner as to reach their destination in good condition;
- are not subject to any security interest or other lien or encumbrance; and are intended to benefit both the Arby's System and Tyson, and that Tyson is the intended beneficiary of the raw materials supplied hereunder and of the representations and warranties made herein.

You expressly warrant that all raw materials supplied under this Purchase Order are fit for their intended general purposes; are of the nature, kind, quality, and quantity to pass without objection for their intended use; are merchantable and are fit for the particular purpose of Tyson's manufacturing of beef finished products for the Arby's System and for the ultimate consumer.

You will retain title and risk of loss for the raw materials procured by this Purchase Order until Tyson has inspected and accepted such raw materials.

You will procure and maintain the following insurance coverages:

Workers’ Compensation and Employer’s Liability	Compliance With Statutory Laws for work related injuries
An occurrence based Commercial General Liability Insurance Policy, including Personal and Advertising Injury, Premises/Operations, Product Liability and Completed Operations, Broad Form Property Damage and Contractual Liability	USD \$5,000,000 Each occurrence USD \$5,000,000 Personal and advertising injury USD \$5,000,000 General aggregate USD \$5,000,000 Products Completed Operations Aggregate
Commercial Auto Liability (“green slip” insurance)	Compulsory third-party policies in all states provide unlimited indemnity in respect of death and bodily injury only

You acknowledge and agree that acceptance of and compliance with the foregoing requirements, standards, representations, and warranties is a pre-condition of fulfilling this Purchase Order and any subsequent Purchase Orders for raw materials to be supplied to Tyson for use in the Arby’s System. Accordingly, the foregoing requirements, standards, representations, and warranties are incorporated by this reference into this **and all subsequent Purchase Orders** that are received by you from CFC for raw materials to be supplied to Tyson for their use in the Arby’s System.

Agil M

Agil M