



(Supply of goods or services)

Definitions

The following definitions apply unless the context requires otherwise:

Company means whichever of Bega Cheese Limited ABN 81 008 358 503 or Tatura Milk Industries Limited ABN 66 006 603 970 or Peanut Company of Australia ABN 34 057 251 091 submits an Order for, or receives, Goods or Services from the Supplier.

Conditions means these Standard Terms and Conditions and any other terms applicable to the provision of the Goods or Services agreed in writing by the parties.

Confidential Information means any information, however held or recorded, relating to the Company, its business or assets, including financial or taxation information, information relating to customers or suppliers, business and marketing plans, particulars of employees or contractors, product formulations and manufacturing processes, the terms of the Contract and any other information that the Company identifies as confidential.

Contract means the contract for the supply of the Goods or Services by the Supplier to the Company established in accordance with these Conditions.

Goods means the Goods to be supplied by the Supplier to the Company under the Contract, as described in the Order or otherwise agreed by the parties in writing.

GST means a goods and services tax imposed by or under the GST Law.

GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act.

Insolvency Event means the happening of any of the following events:

a) in relation to a corporation:

- i. an application is made to a court for an order, or an order is made, that the corporation be wound up
- ii. an official or provisional liquidator, trustee, administrator (whether voluntary or otherwise) or receiver is appointed in relation to the corporation or any of its assets or any action is taken for the appointment of such a person; or
- iii. the corporation is, states that it is, or becomes unable to pay its debts when they fall due or is deemed unable to pay its debts under the Corporations Act 2001 (Cth); and

b) in relation to an individual:

- i. the person is unable to pay his or her debts as they fall due or otherwise becomes insolvent



or bankrupt;
ii the person dies; or
iii. the person becomes incapable of managing his or her own affairs for any reason.

Intellectual Property Rights means all intellectual property rights including, without limitation, copyright, trade marks (whether registered or not), brand names, trade names and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific literary or artistic fields, whether registrable or not and wherever existing in the world.

Order means a purchase order for the Goods or Services given by the Company to the Supplier.

Personnel means an officer, employee, agent or contractor of the relevant party.
Policies and Procedures means the Company's policies and procedures, as notified to the Supplier from time to time.

Price means the price payable for the Goods or Services as identified in the Order or otherwise agreed by the parties in writing.

Services means the services to be supplied by the Supplier to the Company under the Contract, as described in the Order or otherwise agreed by the parties in writing.

Specifications means the specifications as to the type and quality of the Goods or Services described in the Order or otherwise agreed by the parties in writing.

Supplier means the supplier of the Goods or Services to the Company as identified in the Order.

Tax Invoice means a tax invoice under the GST Law.

Taxable Supply means the same as in the GST Law.

Contract

If there is a separate written agreement between the Supplier and the Company in relation to the supply of the Goods or Services, that agreement will take precedence over, and prevail to the extent of any inconsistency with, these Standard Terms and Conditions. Subject to this qualification:

the Conditions, together with any Order given by the Company to the Supplier, constitute all



of the terms of the Contract;

by supplying or agreeing to supply the Goods or Services, the Supplier accepts and agrees to be bound by the Conditions; and

to the extent permitted by law, all other terms and conditions, express or implied, including any alternate terms proposed by the Supplier, are excluded.

Orders

The supply or agreement to supply Goods or Services under each Order will give rise to a separate Contract. Any forecast provided by the Company of its future requirements is indicative only and will not be binding on the Company.

Cancellation of Orders

The Company may cancel an Order if:

- a) the Goods or Services have not been delivered by the delivery date specified in the Order or otherwise agreed by the parties in writing; or**
- b) an Insolvency Event occurs in relation to the Supplier.**

Warranties for Goods

The Supplier represents and warrants to the Company that:

- a) the Goods will conform to the Specifications and any other quality standards specified in the Contract;**
- b) the Goods will be fit for their purpose and of merchantable quality;**
- c) the Goods will be packed in packaging that is suitable to ensure that the Goods are delivered in a safe and undamaged state to the Company;**
- d) the Goods will comply with all relevant Australian standards or laws applicable to the Goods;**
- e) the Goods are supplied to the Company free of any encumbrances and third party rights; and**
- f) the Goods do not infringe the Intellectual Property Rights of any**



third party.

Manufacturer's Warranty

Where any of the Goods supplied under the Contract are subject to a manufacturer's warranty, the Supplier will provide details of the warranty to the Company and ensure that the Company has the benefit of the warranty.

Warranties for Services

The Supplier represents and warrants to the Company that:

- a) it has the necessary expertise, resources and facilities to provide the Services in accordance with the Contract;**
- b) the Supplier's Personnel engaged in the provision of the Services are suitably qualified and experienced;**
- c) it will comply with all relevant laws and hold all necessary licences, authorisations and consents in connection with the Services;**
- d) it will provide a safe system of work for all Personnel engaged in the Services and ensure that they wear or utilise appropriate safety equipment;**
- e) the Services are fit for the purpose for which the Services are required by the Company;**
- f) the Services will be performed with due care, diligence and skill in a timely and professional manner and in accordance with the Company's reasonable directions; and**
- g) the Services conform to the Specifications, all applicable laws and any other quality standards specified in the Contract.**

Indemnity

The Supplier indemnifies the Company against any loss or liability incurred by the Company arising from or in connection with:



- a) any breach of the Contract by the Supplier including a breach of a warranty or representation in the Contract;**
- b) any negligence of or breach of law by the Supplier;**
- c) the death or injury to any person (including any of the Supplier's Personnel) that is caused by the Supplier or occurs in the course of, or as a result of, the performance by the Supplier of its obligations under the Contract; or**
- d) any damage to property that is caused by the Supplier or occurs in the course of, or as a result of, the performance by the Supplier of its obligations under the Contract.**

Re-Supply

Without limiting the rights of the Company under the Contract, the Supplier must, if requested by the Company and at the election of the Company, promptly and at its own cost:

- a) re-supply any Goods or Services that do not comply with the Contract; or**
- b) refund the Price paid for any Goods or Services that do not comply with the Contract.**

The Supplier must immediately notify the Company if it becomes aware that any Goods or Services supplied do not comply with the requirements of the Contract.

Provision of Information

The Supplier must promptly provide all information that the Company reasonably requests in relation to the Goods or Services. The Supplier must also do all things reasonably requested by the Company, including providing information and documents, to enable the Company to review and assess the Supplier's compliance with the requirements of the Contract.



Mandatory Notification

Without limiting the Supplier's obligations under the Contract, the Supplier must promptly notify the Company of the following:

- a) any proposed change relating to the production of the Goods, including a change to the source or nature of raw materials or processes used in the production of the Goods or any change which may affect the Specifications;**
- b) any change to the name, address or ownership of the Supplier or the location in which the Goods are produced; and**
- c) any proposed material change to the Supplier's operations that may adversely impact on compliance by the Goods with the Specifications or other requirements of the Contract.**

Access to Premises

The Supplier must, subject to receiving at least 48 hours prior notice from the Company, allow the Company's Personnel access to the Supplier's premises for the purposes of reviewing and auditing compliance with the Specifications and any other quality standards applicable to the Goods or Services. The Company's Personnel will conform to all reasonable conditions of entry to the Supplier's premises for the purposes of this clause.

Policies and Procedures

The Supplier must ensure that the Supplier's Personnel comply with the Policies and Procedures relevant to the supply of the Goods or Services.

Price

The Company will pay the Price for the Goods or Services. The



Company is not required to pay for Goods or Services that do not comply with the requirements of the Contract. No change to the Price will be made without the prior written approval of the Company.

GST

Unless otherwise specified in the Order, the Price is exclusive of GST. If the sale of Goods or Services constitutes a Taxable Supply, the Company will pay the GST applicable to that supply, subject to the Supplier providing a Tax Invoice.

Invoices

Each invoice for Goods or Services must satisfy the requirements of a Tax Invoice and clearly show all relevant data and calculations and other information reasonably requested by the Company, including any Order number.

Price Inclusive

Unless otherwise specified in the Order, the Price is deemed to include, and the Supplier is responsible for the payment of, all costs associated with the delivery of the Goods or the performance of the Services, including all packaging and transportation costs, the costs of insuring the Goods up to the time of delivery, all costs of importing the Goods and clearing them through customs and all travel and accommodation costs of the Supplier's Personnel. If the Company agrees to reimburse any costs incurred by the Supplier in connection with the supply of the Goods or Services, the Supplier must provide all documents and information required by the Company in relation to those costs prior to reimbursement.



Payment Terms

Unless otherwise agreed, the Company will pay all undisputed amounts for the Goods and Services supplied by the first Tuesday after the month end following the month of invoice for those Goods and Services was received by the Company.

Set-off

The Company may set-off any amounts owing by the Supplier to the Company against amounts due and payable by the Company to the Supplier.

Insurance

The Supplier must effect and maintain the following insurance:

- a) public liability insurance for an amount of at least \$20 million or such other amount as may be agreed;**
- b) comprehensive motor vehicle insurance for all vehicles used in connection with the supply of the Goods or Services;**
- c) workers compensation insurance as required by law; and**
- d) any other insurance required by the Company and notified to the Supplier.**

The Supplier must provide to the Company, on request, evidence that the insurance required under this clause is in place.

Delivery, title and risk

The Supplier must deliver Goods to the place and by the date specified in the Order or otherwise agreed by the parties in writing. Title to, and risk in, the Goods will pass to the Company upon delivery of the Goods to the Company, subject to the Company's right to return Goods that do not comply with the requirements of the Contract.



Intellectual Property

The Supplier is not entitled to use any of the Company's Intellectual Property Rights without the prior written approval of the Company. If the Company gives its approval, the Supplier is only entitled to use the Intellectual Property Rights for the purpose of supplying the Goods or Services to the Company.

Ownership of Documents

The Company owns all drawings, specifications, instructions, manuals, reports or other documents provided by the Company to the Supplier, or produced by the Supplier in connection with the supply of the Goods or Services, and any Intellectual Property Rights in them. The Supplier assigns to the Company all Intellectual Property Rights that it may acquire in any such drawings, specifications, instructions, manuals, reports or other documents.

Confidential Information

**The Supplier must:
maintain the confidentiality of the Confidential Information;
only use the Confidential Information in connection with the supply of the Goods or Services; and
not make any public statement about the Contract or the Supplier's relationship with the Company, without the Company's prior consent.**

Governing Law

The Contract will be governed by the law of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.



Assignment

The Supplier cannot assign or sub-contract any of its rights or obligations under the Contract without the prior written consent of the Company.

Fraud and Corruption

The Bega Cheese Group will not tolerate any acts of attempted acts of fraud or corruption in any form whether direct or indirect. The Bega Cheese Group considers that fraud or corruption is a very serious offence and may result in criminal proceedings, other penalties and disciplinary action. Any suspected incidences of fraud or corruption must be reported to the Group's Whistle Blower hotline.

Variation

The Contract can only be varied with the written agreement of the Company.