

PURCHASE TERMS

1. APPLICATION OF PURCHASE TERMS

Unless otherwise agreed in writing by GF (including in any formal supply agreement entered into by GF and the Supplier):

- a) these Purchase Terms (as varied from time to time) will govern the purchase of Goods or Services by GF from the Supplier; and
- b) if there is any inconsistency (whether expressly referred to or to be implied from these Purchase Terms or otherwise) between the provisions of these Purchase Terms and those of any document of the Supplier, the provisions of these Purchase Terms prevail to the extent of inconsistency.

2. DEFINITIONS

In these Purchase Terms:

Adjustment Event has the meaning given in section 195-1 of the GST Act;

Adjustment Note has the meaning given in section 195-1 of the GST Act

Delivery Date means the delivery date of the Goods and/or Services specified on the Order;

Delivery Location means the location for delivery specified on the Order;

GF means the company from the Goodman Fielder Group set out in the Order or other document authorising purchase on behalf of that company. Companies in the Goodman Fielder Group include but are not limited to Quality Bakers Australia Pty Limited, Goodman Fielder Consumer Foods Pty Limited and GF Services Company Pty Limited;

Goods and/or Services means the goods and/or services specified in the Order for supply by the Supplier to GF;

GST means goods and services tax and has the same meaning given in section 195-1 of the GST Act;

GST Act is a reference to A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended;

Intellectual Property Rights includes, but is not limited to, present and future rights in trade marks, trade names, copyright, patents, designs, business names, brands, logos, inventions, Specifications, formulations, trade secrets and know how, whether or not registered or registrable anywhere in the world;

Order means any purchase order issued by or other documents authorising purchase on behalf of a Goodman Fielder Group company;

Specifications means all specifications provided by GF or agreed to by the Supplier in relation to the Goods or Services, including those provided prior to the date of these Purchase Terms and the Order;

Supplier means the person or entity specified as the supplier on the Order;

Taxable Supply has the meaning given in section 195-1 of the GST Act; and

Tools means dies, tools, gauges, fixtures, drawings, printings, plates or stereos, plans, specifications and like matter either purchased outright by GF under the Order, prepared at the request of GF under the Order, or for which the cost is included in the unit cost of the Goods.

3. BASIS OF SUPPLY

Except as otherwise expressly agreed in writing signed by both the Supplier and GF, the Order is an offer, which is accepted by the Supplier upon the Supplier commencing work or supply under it or preparing for such work or supply (when communicated to GF), and constitutes the sole and exclusive agreement between the parties with respect to the Goods and/or Services. No terms stated by the Supplier in accepting or acknowledging the Order has any effect without GF's prior written consent. The Order will be void after the Delivery Date unless otherwise stated or agreed. No cancellation or variation of the Order by the Supplier will be binding on GF unless made in writing by GF.

4. PRICES

The prices set out in the Order are on a free into store (FIS) basis and fixed and firm unless otherwise indicated in the Order and includes any tax (excluding GST), customs duty (and any other taxes, duties or levies) which may be payable in respect of the Order and any delivery charges, packaging, insurance, loading, unloading and storage costs. A variation to those prices will only be effective if expressly agreed to in writing by GF. If the price is not stated in the Order, the Goods and/or Services must be billed by the Supplier at the price last quoted to or paid by GF or at the prevailing market price for the same Goods and/or Services sold in comparable quantity, whichever is the lower.

5. DELIVERY

Goods and/or Services must be delivered to GF free into store (FIS) on the Delivery Date at the Delivery Location unless otherwise agreed in writing and, if applicable to the nature of the Goods, must be delivered on good

clean pallets or containers and at the correct temperature. GF may cancel the Order or any part of it without any liability at any time prior to the Delivery Date. If at any time it appears to the Supplier that it will be unable to deliver the Goods and/or Services on or by the Delivery Date, it must immediately advise GF of the reasons for non-delivery and the proposed new delivery date. GF may (in its absolute discretion) accept, reject or negotiate the proposed new delivery date, and any agreed new delivery date will be treated as the Delivery Date. Goods and/or Services must be delivered at the time specified on the Order or, if no time is so specified, between the hours of 8:00am to 4:00pm Monday to Friday.

6. ACCEPTANCE

GF will not accept delivery of Goods if they are not accompanied by correct delivery dockets as specified in paragraph 8 below on which GF's order number of those Goods is quoted. GF's acceptance of delivery does not release the Supplier from liability for faults or defects in the Goods and/or Services, including any issues as to quantity or quality of the Goods and/or Services. The Supplier must, at the Supplier's cost, if GF requires the Supplier to do so, promptly remove any non-conforming Goods from GF's premises. If the Supplier fails to remove non-conforming Goods, GF may arrange for its return and the Supplier must pay GF for all transportation charges for shipments to and from the Delivery Location, and for all charges for labour, reloading, transportation and incidental expenses. GF will not be required to pay for non-conforming Goods and/or Services. Without limiting any other remedy GF may have, the Supplier must at GF's election either:

- a) promptly replace any non-conforming Goods and/or Services with Goods and/or Services which do meet the relevant standards or Specifications and which are acceptable to GF; or
- b) refund to GF all money paid in respect of any rejected Goods and/or Services.

7. RISK AND TITLE IN GOODS

Subject to clause 6, property and risk in the Goods will pass to GF on delivery to the Delivery Location.

8. PAYMENT AND DELIVERY DOCUMENTATION

- a) Unless otherwise agreed in writing between the parties, GF will pay for each correctly rendered invoice or statement within 30 days from the end of the month in which the invoice is received.
- b) All the Supplier's invoices, packing slips, documents or correspondence relating to the Goods and/or Services must bear GF's order number specified on the Order. All invoices must be addressed to the invoicing address specified on the Order (if any is specified) or otherwise the Delivery Location. All invoices must also be in an approved format as set out in section 29-70 of the GST Act and contain a description of the Goods and/or Services, the quantity of the Goods in bulk, weight or number and the Australian Business Number (ABN) or other registered GST number of the Supplier, the GST inclusive price and the amount of any GST charged shown as a separate item.
- c) Where the requirement of a Certificate of Analysis is specified in the Order, the Goods must be accompanied by such a Certificate on their delivery to GF.
- d) Where the Goods must be accompanied by a material safety data sheet (MSDS), the Supplier must provide the MSDS on delivery at the Delivery Location and must provide copies of the MSDS to GF whenever the MSDS is revised.

9. GOODS AND SERVICES TAX

- a) If GST is imposed on any Taxable Supply made by the Supplier under or in connection with this agreement, then to the extent that any consideration payable or to be provided by GF to the Supplier under any other clause in this Agreement for the Taxable Supply is exclusive of GST, then GF must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that the GST exclusive is payable), an additional amount for the Taxable Supply calculated by multiplying the prevailing GST rate by the GST-exclusive consideration for the relevant Taxable Supply, without any deduction or set-off.
- b) If GF determines on reasonable grounds that the amount of GST referable to any Taxable Supply under this Agreement differs for any reason from the amount of GST included in the price, the amount of GST payable by GF shall be adjusted accordingly and the Supplier

PURCHASE TERMS

shall provide a refund of any overpayment to GF. Where an Adjustment Event in relation to any taxable supply has occurred, the Supplier must issue an Adjustment Note that contains the prescribed information required by GST Law within 28 days.

- c) Unless otherwise agreed in writing by the parties, the Supplier will be registered for GST purposes and will notify the GF of its ABN and of any modification(s) to their ABN registration status.

10. WARRANTIES

9.1 The Supplier warrants that the Goods and/or Services:

- a) comply with all Specifications or requirements stipulated by GF;
- b) do not infringe any Intellectual Property Rights of a third party (either in their sale or use, alone or in combination);
- c) are fit for the purpose which the Supplier has been notified GF intends to use them or which they are commonly used;
- d) correspond with any description or sample the Supplier has previously provided to GF;
- e) comply with all applicable statutory, government, regulatory and administrative requirements and conditions relevant to the Goods and/or Services, including (without limitation) in relation to:
 - i. the safety, manufacture, packaging, packing, labelling, transportation, importation, storage, delivery and sale of the Goods; and
 - ii. the nature, substance, quality, weight and measurement of the Goods.

10.2 The Supplier warrants that the Goods:

- a) are and will remain of good and merchantable quality and free from all defects;
- b) are free from all encumbrances and GF will enjoy quiet possession of the Goods; and
- c) which comprise food or are to be incorporated into food products, comply in all respect with the provision of any applicable statutes, standards, rules and regulations relating to health, pure food weights and measures in Australia, will be fit for human consumption, are not adulterated or contaminated in any way, the Goods do not comprise and are not derived from any genetically modified organisms or products, except to the extent agreed by GF, and the Goods will have at least 85% of their standard shelf life remaining on delivery to GF.

10.3 The Supplier warrants that the Services will:

- a) be performed by appropriately qualified and trained personnel;
- b) be performed with due care and skill; and
- c) comply with all directives and orders given by GF representatives or procedures communicated by GF to the Supplier.

11. LIABILITY AND INDEMNITY

- a) Without limiting any of GF's other legal rights, the Supplier indemnifies GF and its related bodies corporate, its officers, employees and agents against any loss, damage, claim, action or expense (including, without limitation, legal expenses) which GF or its related bodies corporate, officers, employees or agents suffer in connection with any of the following:
 - i. a breach of these Purchase Terms by the Supplier;
 - ii. any representation or warranty given by the Supplier being incorrect or misleading in any way;
 - iii. any product liability claim or product recall relating to the Goods;
 - iv. any death or injury to a person, or any loss or damage to GF real or personal property or that of a third party caused by the negligent act or omission of the Supplier or any of its employees, agents, officers or contractors; and
 - v. any negligent act, or failure to act, by the Supplier or any of the Supplier's employees, agents, officers or contractors.
- b) This clause 10 survives termination or expiration of the Order.

12. PACKING AND CONTAINERS

GF will make no payment or deposit for packing, boxing, crating or containers for Goods unless otherwise expressly agreed by GF in the Order.

13. TOOLS

Any Tools are, and become the property of GF, unless otherwise agreed in writing by GF and are to be immediately delivered to GF on request. The Supplier may not, without first obtaining GF's written permission, use any of the Tools to manufacture articles for any third party, notwithstanding

that the Supplier ceases to manufacture the Goods, or supply the Goods to GF.

14. INTELLECTUAL PROPERTY

- a) All Intellectual Property Rights owned by GF remains and will remain the property of GF.
- b) If any of the Goods have been specifically designed for or requested by GF (the "Custom Works") all Intellectual Property Rights in, and relating to, the Custom Works will be GF's property.

15. CONFIDENTIALITY

- a) The Supplier must treat as confidential all information which GF provides to the Supplier or which otherwise originates from GF which is of a confidential nature (including the Order and all of GF's Intellectual Property Rights, Specifications, strategies, projects, plans and financial information) and must not, without the prior written consent of GF, disclose, use or copy (or cause or allow to be disclosed, used or copied) any of that information other than for the performance of its obligations under the Order.
- b) The Supplier warrants and undertakes to protect the interests of GF in any of GF's Intellectual Property Rights and confidential information in the Supplier's control or possession and will only disclose, use or copy those Intellectual Property Rights and confidential information (or cause or allow it to be disclosed, used or copied) to the extent necessary for the performance of the Supplier's obligations under the Order and as authorised in writing by GF.
- c) The obligations set out in this clause 15 survive termination or expiration of the Order.

16. GENERAL

- a) Time is of the essence in the contract formed by the Order.
- b) The Supplier must not subcontract or assign the whole or any part of its rights or obligations under the contract formed by the Order without the prior written consent of GF.
- c) The Supplier shall effect and maintain public liability, product liability and motor vehicle insurance (as appropriate in the circumstances), on reasonable terms considered to be commercially prudent in the circumstances that cover the supply of the Goods or Services.
- d) The non-exercise of or delay in exercising any power or right of GF does not operate as a waiver of that power or right. A power or right of GF may only be waived in writing, signed by GF.
- e) Any provision of these Purchase Terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the contract formed by the Order enforceable, unless this would materially change the intended effect of the contract.
- f) The contract formed by the Order is governed by and is to be construed in accordance with the laws applying from time to time in the State of New South Wales and the Supplier hereby submits to the jurisdiction of the courts having the jurisdiction in New South Wales.