

# GF PURCHASE TERMS

Updated 20 February 2026

Capitalised terms are defined in clause 3 below.

## 1. APPLICATION OF PURCHASE TERMS

- 1.1 Subject to clause 1.2 below:
- (a) these Purchase Terms (as varied from time to time) will apply to and govern GF's purchase of the Products from the Supplier and the Supplier's sale of the Products to GF; and
  - (b) these Purchase Terms shall apply to, be incorporated into, and form an integral part of, the contract between GF and the Supplier for the Products (the "**Contract**").
- 1.2 These Purchase Terms do not apply to the purchase or sale of the Products which are the subject of a separate signed contract entered into between GF and the Supplier which does not reference or incorporate these Purchase Terms.

## 2. THE SUPPLIER'S ACCEPTANCE OF THESE PURCHASE TERMS

- 2.1 The Supplier, by: (a) accepting an Order for the Products; (b) supplying or delivering the Products to GF; or (c) accepting payment from GF for the Products, shall be deemed to have accepted these Purchase Terms and the incorporation of these Purchase Terms into the Contract.
- 2.2 These Purchase Terms take precedence over the Supplier's terms and conditions. If there is any inconsistency between the provisions of these Purchase Terms and those of any document of the Supplier (whether expressly referred to in, or to be implied from, these Purchase Terms or otherwise), the provisions of these Purchase Terms prevail to the extent of such inconsistency. Neither GF's issuance of the Order, payment for the Products nor any other acts of GF shall constitute or be deemed or construed as acceptance of the Supplier's terms and conditions.

## 3. DEFINITIONS

In these Purchase Terms:

- 3.1 "**Code of Conduct**" means GF's Responsible Sourcing Code of Conduct in force at the time of the Supplier's acceptance of these Purchase Terms and as updated from time to time, which may be accessed at [www.goodmanfielder.com/legal](http://www.goodmanfielder.com/legal) or some other location as notified by GF from time to time;
- 3.2 "**Confidential Information**" has the meaning given to it in clause 15.1;
- 3.3 "**Contract**" has the meaning given to it in clause 1.1(b);
- 3.4 "**Customised Products**" means all Products:
- (a) specifically designed, customised, created or formulated for GF; or
  - (b) manufactured, designed or produced by the Supplier in accordance with or pursuant to, any Specifications or other information provided by GF to the Supplier;
- 3.5 "**Customised Products IP**" means the Intellectual Property Rights in and in relation to the Customised Products;
- 3.6 "**Delivery Date**" means the delivery date of the Products specified in the Order;
- 3.7 "**Delivery Location**" means the location for delivery specified in the Order;
- 3.8 "**Delivery Terms**" means the delivery terms (including Incoterms) applicable to the Products as set out in clause 6.1;
- 3.9 "**GF**" means the entity from the Goodman Fielder Group which issues an Order;
- 3.10 "**Goodman Fielder Group**" means all entities which are direct or indirect subsidiaries of Wilmar GF Singapore Holdings Pte. Ltd., including without limitation Goodman Fielder Pty Limited, Quality Bakers Australia Pty Limited, Goodman Fielder

Consumer Foods Pty Limited, GF Services Company Pty Limited, Goodman Fielder New Zealand Limited, Associated Mills Limited, Goodman Fielder International (Fiji) Pte Limited, Goodman Fielder (Fiji) Pte Limited, Goodman Fielder International (Solomon Islands) Limited, Goodman Fielder International (Vanuatu) Limited and Goodman Fielder Nouvelle Calédonie S.A.S;

- 3.11 "**Indemnified Parties**" has the meaning given to it in clause 11.1;
- 3.12 "**Intellectual Property Rights**" means any and all intellectual property rights including without limitation trade marks, trade names, copyright, patents, designs, business names, brands, logos, inventions, Specifications, formulations, confidential information, trade secrets and know how, whether or not registered or registrable anywhere in the world;
- 3.13 "**Losses**" means losses, damages, costs, claims, actions, expenses (including without limitation legal expenses) and liabilities;
- 3.14 "**Modern Slavery**" has the meaning set out in the Modern Slavery Act;
- 3.15 "**Modern Slavery Act**" means the Modern Slavery Act 2018 (Cth) of Australia;
- 3.16 "**Modern Slavery Laws**" means any applicable legislation and regulations and any policies with the force of law relating to modern slavery, including the Modern Slavery Act;
- 3.17 "**Non-Conforming Products**" has the meaning given to it in clause 7.2;
- 3.18 "**Order**" means any purchase order, purchase agreement or any other document issued by GF to the Supplier which specifies or confirms GF's intention to purchase the Products from the Supplier;
- 3.19 "**Parties**" means GF and the Supplier, and "**Party**" means GF or the Supplier;
- 3.20 "**Products**" means the goods or services specified in the Order to be supplied by the Supplier to GF;
- 3.21 "**Product Warranties**" has the meaning given to it in clause 10.5;
- 3.22 "**Purchase Terms**" means these purchase terms;
- 3.23 "**Specifications**" means all specifications relating to the Products:
- (a) provided by GF to the Supplier; or
  - (b) provided by the Supplier to GF and accepted by GF, including those provided prior to the date of the Contract or the date of the applicable Order;
- 3.24 "**Supplier**" means the person or entity who sells or supplies the Products to GF, including the person or entity specified as the supplier or seller in the Order; and
- 3.25 "**Tools**" means dies, tools, gauges, fixtures, drawings, printings, plates or stereotypes, 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 Products.
- ## 4. BASIS OF SUPPLY
- 4.1 Except as otherwise expressly agreed in writing signed by both the Supplier and GF, the Order is an offer to purchase the Products by GF to the Supplier which is accepted by the Supplier upon the earlier of:
- (a) the Supplier signing the Order and sending the same back to GF; or
  - (b) the Supplier commencing work or supply under the Order or preparing for such work or supply (when communicated to GF).
- 4.2 Upon the Supplier's acceptance of the Order, a valid, enforceable and binding Contract is formed between GF and the Supplier for the sale of the Products by the Supplier to GF.

- 4.3 The terms and conditions of the Contract comprise (i) these Purchase Terms and (ii) the terms and conditions of the applicable Order.
- 4.4 The Contract comprises and constitutes the sole and exclusive agreement between the Parties with respect to the Products and the Parties agree that any other terms and conditions of the Supplier (including any terms and conditions in any quotation, acknowledgement or any other document or communication issued by the Supplier or any terms stated by the Supplier in accepting or acknowledging the Order) shall have no legal effect and shall not operate to amend the terms of the Contract.
- 4.5 Upon acceptance of the Order, the Supplier must supply the Products to GF on the terms and conditions of the Contract.
- 4.6 No cancellation or variation of the Order or the Contract by the Supplier will be binding on GF unless accepted by GF in writing.
- 4.7 The Contract will expire once all of the applicable Products are fully supplied to GF or otherwise when terminated by either Party in accordance with the terms of this Contract.
- 5. PRICES**
- 5.1 The prices set out in the Order are on a free into store (FIS) basis and are fixed and firm unless otherwise indicated in the Order, and includes:
- any taxes, duties or levies (including customs duty) which may be payable in respect of the sale of the Products, but excluding GST; and
  - any applicable delivery charges, service fees, packaging, insurance, loading, unloading and storage costs in respect of the Products.
- 5.2 A variation to the prices set out in the Order shall not be effective unless it is expressly agreed to in writing by GF.
- 5.3 If the price is not stated in the Order, the Products 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 Products sold in comparable quantity, whichever is lower.
- 6. DELIVERY**
- 6.1 The Delivery Terms applicable to the Products shall be set out in the applicable Order. If no Delivery Terms are stated in the applicable Order, the Delivery Terms will be free into store (FIS).
- 6.2 The Supplier must deliver the Products to GF at the Delivery Location, upon the Delivery Terms, on or before the Delivery Date, unless otherwise agreed by the Parties in writing.
- 6.3 If applicable to the nature of the Products, the Products must be delivered on good clean pallets or containers and at the correct temperature.
- 6.4 GF may cancel the Order or any part thereof without any liability at any time prior to the Delivery Date.
- 6.5 If at any time it appears to the Supplier that it will be unable to deliver the Products to GF on or by the Delivery Date, the Supplier must immediately advise GF of the reasons for such 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.
- 6.6 The Products must be delivered at the time specified in the Order or, if no time is so specified, between the hours of 8:00am to 4:00pm Monday to Friday.
- 7. ACCEPTANCE**
- 7.1 GF will not accept delivery of the Products if they are not accompanied by correct delivery dockets as specified in clause 9.2 below quoting GF's Order number for such Products.
- 7.2 If any Products:
- do not comply with the applicable Order;
  - do not comply with the Specifications;
  - contain faults or defects;
  - do not comply with the applicable quality or other standards;
  - do not comply with any applicable laws or regulations;
  - do not comply with the Product Warranties;
  - do not comply with any other warranty given by the Supplier; or
  - do not comply with any other requirement of the Contract,
- (collectively, "**Non-Conforming Products**"), then:
- Without limiting any other remedy GF may have, the Supplier must, at GF's election either:
    - promptly replace any Non-Conforming Products with Products which comply with the Product Warranties within such reasonable timeframe as GF may specify (whether to ensure that GF can continue with its production or sales schedules on an uninterrupted basis, or otherwise); or
    - issue a credit to GF in respect of the amounts payable for the Non-Conforming Products, and, if payment for the Non-Conforming Products has already been made, refund to GF all monies paid in respect of the Non-Conforming Products within thirty (30) days from GF's notification;
  - GF will not be required to pay for any Non-Conforming Products and may, in its sole discretion and at no cost to GF, reject or refuse to accept any Non-Conforming Products; and
  - if GF requires the Supplier to do so, the Supplier must, at the Supplier's cost, and at GF's option, either:
    - remove any Non-Conforming Products from GF's premises or the premises of any third party at which the Non-Conforming Products are located, within ten (10) Business Days of any request made by GF. If the Supplier fails to remove any Non-Conforming Products, GF may arrange for their 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 in relation thereto; or
    - pay the costs of GF arranging to remove the Non-Conforming Products from GF's premises or the premises of any third party at which the Non-Conforming Products are located.
- 7.3 GF's acceptance of delivery does not release the Supplier from any liability in relation to the Products (including without limitation for faults or defects in or in relation to the Products or issues as to the quantity or quality of the Products).
- 8. RISK AND TITLE IN GOODS**
- 8.1 Title in and to the Products will pass to GF upon delivery of the Products to the Delivery Location.
- 8.2 Risk in and to the Products will pass to GF according to the relevant Delivery Terms specified in the Order, or, if no Delivery Terms are specified in the Order, upon delivery of the Products to the Delivery Location.
- 9. PAYMENT AND DELIVERY DOCUMENTATION**
- 9.1 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. Payment will be deemed to have been made when GF instructs its bank to credit the Supplier's bank account as provided to GF in writing (including, without limitation, through the "Vendor Request Form"). GF will not be responsible for any delays in payment or errors due to factors outside the reasonable control of GF including, without limitation, delays or errors in the banking system.

- 9.2 All the Supplier's invoices, packing slips, documents and correspondence relating to the Products must bear GF's order number specified in the Order. All invoices must be addressed to the invoicing address specified in the Order (if any is specified) or otherwise the Delivery Location. All invoices must also be in an approved format as set out in the applicable tax legislation and must contain: (i) a description of the Products; (ii) the quantity of the Products in bulk, weight or number; (iii) the business number or other registered tax number of the Supplier; (iv) the GST/VAT inclusive price; and (v) the amount of any GST/VAT charged shown as a separate item.
- 9.3 Where the requirement of a certificate of analysis is specified in the Order, the Products must be accompanied by such certificate on their delivery to GF.
- 9.4 Where the Products must be accompanied by a material safety data sheet ("MSDS"), the Supplier must provide the MSDS to GF on delivery at the Delivery Location and, whenever the MSDS is revised, must provide copies of the revised MSDS to GF.

## 10. SUPPLIER'S OBLIGATIONS AND WARRANTIES

### 10.1 General: The Supplier must:

- (a) manufacture, store and deliver to GF the Products in accordance with:
  - (i) the Specifications;
  - (ii) the terms and conditions of the Contract; and
  - (iii) all applicable laws, regulations, professional or industry standards, legal requirements, regulatory or governmental requirements, and all applicable health and safety obligations or requirements;
- (b) in supplying the Products and performing its obligations to GF under the Contract, comply with, and ensure that its employees, personnel and subcontractors comply with the following:
  - (i) GF's Responsible Sourcing Code (accessible from: [www.goodmanfielder.com/legal](http://www.goodmanfielder.com/legal));
  - (ii) GF's Modern Slavery Policy (accessible from: [www.goodmanfielder.com/legal](http://www.goodmanfielder.com/legal));
  - (iii) GF's Whistleblower Policy (accessible from: [www.goodmanfielder.com/legal](http://www.goodmanfielder.com/legal)); and
  - (iv) all applicable laws, regulations, professional or industry standards, legal requirements, regulatory or governmental requirements, and all applicable health and safety obligations or requirements.

### 10.2 Product Warranties: Without limiting clause 10.1, the Supplier represents and warrants to GF that each of the Products:

- (a) complies with all Specifications and other requirements specified by GF;
- (b) does not infringe any Intellectual Property Rights of a third party (including without limitation through their sale or use);
- (c) is, and will remain, of good and merchantable quality and free from all defects;
- (d) is fit for any purpose which GF makes known to the Supplier;
- (e) is fit for all purposes for which the Products are commonly supplied or used;
- (f) corresponds with any description or sample which the Supplier has previously provided to GF;
- (g) complies with all applicable laws and all statutory, government, regulatory and administrative requirements and conditions, including without limitation in relation to:
  - (i) the safety, manufacture, packaging, packing, labelling, transportation, importation, storage, delivery and sale of the Products; and
  - (ii) the nature, substance, quality, weight and measurement of the Products;
- (h) is free from all encumbrances such that GF will enjoy quiet possession of the Products; and

- (i) which comprises food or is to be incorporated into food products:
  - (i) complies in all respects with the provisions of any applicable laws, statutes, standards, rules and regulations relating to health, pure food weights and measures in the territory where GF is incorporated in;
  - (ii) is free from contamination, infestation and the presence of any bugs, pests, insects, organisms, contaminants, foreign matter, or extraneous ingredients, matters or processes;
  - (iii) is and will be fit for human consumption and is not adulterated or contaminated in any way;
  - (iv) does not comprise, and is not derived from, any genetically modified organisms or products, except to the extent agreed by GF; and
  - (v) will have at least 85% of its standard shelf life remaining on delivery to GF.

### 10.3 The Supplier represents and warrants to GF that:

- (a) in manufacturing, storing, supplying, exporting and delivering the Products, the Supplier will comply with all applicable laws, regulations, industry standards and regulatory and governmental requirements;
- (b) it will maintain and comply with all applicable licences, permits and other approvals that are required for manufacturing, storing, supplying, exporting and delivering the Products;
- (c) it will maintain the manufacturing site of the Products and all relevant equipment, supplies and materials in a clean, secure and sanitary condition and keep all relevant raw materials and Products free from pests, adulteration, contamination and extraneous ingredients, matter and processes; and
- (d) it will produce and pack the Products so as to ensure that the Products are free from contamination, infestation and the presence of any bugs, pests, insects, organisms, contaminants, foreign matter, or extraneous ingredients, matters or processes at all times, including upon arrival at the Delivery Location.

### 10.4 In relation to any Products which are services, the Supplier represents and warrants to GF that such services:

- (a) are or will be provided in a competent, professional and workmanlike manner and in accordance with generally accepted industry standards, principles and practices;
- (b) are or will be provided with all due skill, care and diligence, and using at least the same degree of skill, care and diligence reasonably expected of professionals providing similar services in the industry
- (c) are or will be fit for GF's purposes as well as any and all purposes reasonably expected of them;
- (d) are or will be performed by appropriately qualified and trained personnel;
- (e) comply with all applicable laws, regulations, professional or industry standards, legal requirements, regulatory or governmental requirements, and all applicable health and safety obligations or requirements;
- (f) comply with the policies specified in clauses 10.1(b)(i) to (iii), accessible from: [www.goodmanfielder.com/legal](http://www.goodmanfielder.com/legal); and
- (g) comply with all directives and orders given by GF's representatives or procedures communicated by GF to the Supplier.

### 10.5 The warranties set out in this clause 10 are collectively referred to as the "Product Warranties".

### 10.6 This clause 10 (except clause 10.1) survives the termination or expiry of the Contract.

## 11. LIABILITY AND INDEMNITY

- 11.1 Without limiting any of GF's other legal rights, the Supplier indemnifies GF, its related bodies corporate, and its officers, employees and agents (collectively, "**Indemnified Parties**"), from and against any and all Losses sustained, incurred or suffered by the Indemnified Parties or made against the Indemnified Parties, arising out of, arising or resulting from, caused by, or in relation to any of the following:
- any breach of these Purchase Terms by the Supplier;
  - any breach of the Contract by the Supplier;
  - any negligence, misconduct, reckless or wilful default, or fraud by or on the part of the Supplier or any of the Supplier's employees, agents, officers, directors or representatives;
  - any representation or warranty given by the Supplier which is incorrect or misleading in any way;
  - any product liability claim or product recall relating to the Products;
  - any death or injury to any person, or any loss or damage to any real or personal property of GF or a third party, arising out of, arising or resulting from, caused by or in relation to:
    - the Products; or
    - any negligent act or omission of the Supplier or any of its employees, agents, officers or contractors; or
  - any claim by any third party against the Indemnified Parties, arising out of, arising or resulting from, caused by, or in relation to, any of the matters set out in (a) to (f) above.
- 11.2 The indemnity set out in this clause 11 shall be reduced proportionately to the extent that any acts or omissions of the Indemnified Parties caused or contributed to the Losses.
- 11.3 This clause 11 survives termination or expiration of the Contract.

## 12. PACKING AND CONTAINERS

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

## 13. TOOLS

- 13.1 All Tools are 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 Products or supply the Products to GF.

## 14. INTELLECTUAL PROPERTY

- 14.1 All Intellectual Property Rights owned by the Goodman Fielder Group remains and will remain the sole and exclusive property of the Goodman Fielder Group. The Supplier does not own or obtain any right, title or interest in or to the Goodman Fielder Group's Intellectual Property Rights. Nothing in these Purchase Terms, the Order or the Contract grants or shall be construed to grant to the Supplier any licence or right to use the Goodman Fielder Group's Intellectual Property Rights.
- 14.2 GF owns and shall own all Customised Products IP. If requested by GF, the Supplier must, within seven (7) days of such request, provide GF with all technical information, recipes, know-how and other intellectual property relating to the Customised Products or which otherwise forms part of the Customised Products IP.
- 14.3 GF grants a non-exclusive licence to the Supplier to use the Customised Products IP solely for the purpose of performing its obligations to GF under the Contract. This licence shall expire upon the expiry or termination of this Contract.
- 14.4 Other than pursuant to the licence set out in clause 14.3, the Supplier must not use any Customised Products IP without

GF's prior written consent.

- 14.5 This clause 14 (except clause 14.3) survives the termination or expiry of the Contract.

## 15. CONFIDENTIALITY

- 15.1 In these Purchase Terms, "**Confidential Information**" means:
- the Order;
  - the Specifications;
  - the Goodman Fielder Group's strategies, commercial information, projects, plans, customer lists, client lists, and financial information; and
  - all other information which is of a confidential nature or is designated as confidential or proprietary, which GF provides or makes available to the Supplier or which otherwise originates from GF.
- 15.2 The Supplier:
- must protect, maintain and safeguard the confidential nature of all Confidential Information, except as permitted under clause 15.4;
  - must keep all Confidential Information secure;
  - must not disclose, or cause the permit the disclosure of, any Confidential Information, except as permitted under clause 15.4; and
  - must not use, or cause or permit the use of, any Confidential Information, except as permitted under clause 15.3.
- 15.3 The Supplier may only use Confidential Information for the sole purpose of fulfilling its obligations to supply the Products to GF pursuant to the Contract, and for no other purposes, and only to the extent necessary for doing so.
- 15.4 The Supplier may disclose Confidential Information only to the extent required by any law, regulation, order of a government agency or rule of a recognised stock exchange, provided that, to the extent permitted, and where reasonably practicable, the Supplier must provide GF with sufficient notice in writing and any assistance requested by GF to prevent or minimise such disclosure (including without limitation opposing any legal demand or seeking a protective order).
- 15.5 The Supplier warrants and undertakes to protect GF's interests in relation to any Confidential Information in the Supplier's control or possession.
- 15.6 The Supplier must, within seven (7) days from the termination or expiry of the Contract, destroy all Confidential Information and all documents and materials containing any Confidential Information, in its possession, custody or control.
- 15.7 The obligations set out in this clause 15 survive termination or expiration of the Contract.

## 16. TERMINATION

- 16.1 Without prejudice to GF's general law rights to terminate the Contract, GF may terminate the Contract (in whole or in part as GF may determine in its sole discretion) by immediate notice in writing to the Supplier if:
- the Supplier breaches the Contract and the breach is not capable of being remedied;
  - the Supplier breaches the Contract, the breach is capable of being remedied, and the Supplier fails to remedy such breach within seven (7) days from the date GF notifies the Supplier of such breach;
  - the Supplier fails to deliver the Products to GF by the Delivery Date or any other date agreed between the Parties in writing; or
  - the Supplier ceases business or becomes insolvent, informs anyone it is insolvent, is or becomes the subject of a winding-up or liquidation application or order, or becomes subject to any official management, receivership, liquidation, voluntary administration, winding-up or other external administration.
- 16.2 Termination of the Contract does not affect any accrued rights

or remedies of a Party.

## 17. RESPONSIBLE SOURCING

- 17.1 The Supplier undertakes and warrants that it must (and must ensure that its officers, employees, agents and contractors must) comply with all Modern Slavery Laws as well as the Code of Conduct.
- 17.2 The Supplier represents and warrants to GF that the Supplier:
- is not aware of any Modern Slavery, or any breach of the Code of Conduct, in its organisation, operations, supply chain or any other areas of its business; and
  - has undertaken all reasonable steps to identify, assess and address the risks of Modern Slavery or any breach of the Code of Conduct in its organisation, operations, supply chain and any other areas of its business.
- 17.3 The Supplier undertakes, represents and warrants to GF that it will continue to undertake all reasonable steps to identify, assess and address the risks of Modern Slavery or any breach of the Code of Conduct in its organisation, operations and supply chain and will notify GF immediately if it becomes aware of any actual, alleged or suspected Modern Slavery or any breach of the Code of Conduct in its organisation, operations or supply chain.
- 17.4 The Supplier must maintain accurate and up to date records relating to:
- the steps it has taken to ensure that Modern Slavery is not occurring in its organisation, operations, supply chain or any other area of its business; and
  - any audits that it has been subject to which relate to the Supplier's compliance with Modern Slavery Laws or the Code of Conduct, including details of any non-conformances and corrective actions implemented to overcome such non-conformances.
- 17.5 GF may cancel any Order or terminate the Contract with immediate effect by written notice to the Supplier without incurring liability if, at any time, GF becomes aware, or has reasonable grounds to believe, that the Supplier has breached, or GF has reasonable grounds to believe that the Supplier will breach, any of its obligations contained in this clause 17 or the Code of Conduct.
- 17.6 In the event of any inconsistencies between this clause 17 and the Code of Conduct, this clause 17 will prevail.

## 18. GENERAL

- 18.1 Time is of the essence in the Contract in relation to the Supplier's obligations in the Contract.
- 18.2 The Supplier must not subcontract or assign the whole or any part of its rights or obligations under the Contract without the prior written consent of GF. If the Supplier subcontracts any part of its rights or obligations, then:
- the Supplier is responsible for acts and omissions of the subcontractors;
  - all obligations of the Supplier under the Contract which have been subcontracted to a subcontractor shall be deemed to have been performed by the Supplier, and GF may claim against the Supplier for any losses or damages, or any breach of the Contract, in relation to such obligations; and
  - matters within the control of the subcontractors are deemed to be within the control of the Supplier.
- 18.3 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 Products. The Supplier must cause and ensure that such product liability insurance covers the Losses which are subject to the indemnity in clause 11.1(f).
- 18.4 GF may set off, from any amount it owes the Supplier under the Contract or from any payment claimed by the Supplier

under the Contract or otherwise, any amount claimed by GF from the Supplier or which the Supplier owes GF whether under the Contract or otherwise.

- 18.5 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.
- 18.6 Any provision of these Purchase Terms or the Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the Contract enforceable.

## 19. COUNTRY SPECIFIC TERMS - AUSTRALIA

This clause 19 shall apply where GF is an entity incorporated in Australia.

- 19.1 These Purchase Terms and the Contract shall be governed by and construed in accordance with the laws of New South Wales, Australia. The Supplier hereby submits to the non-exclusive jurisdiction of the courts having the jurisdiction in New South Wales, Australia in relation to all disputes arising out of or in connection with the Contract, including any question relating to its existence, validity or termination.

### 19.2 GST (Australia)

- Definitions
  - "**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;
  - "**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 Australia's A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended; and
  - "**Taxable Supply**" has the meaning given in section 195-1 of the GST Act.
- If GST is imposed on any Taxable Supply made by the Supplier in connection with the supply of the Products to GF, then, to the extent that any consideration payable or to be provided by GF to the Supplier 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 consideration is payable), an additional amount for GST in respect of such Taxable Supply calculated by multiplying the prevailing GST rate by the GST-exclusive consideration for such Taxable Supply, without any deduction or set-off.
- If GF determines, on reasonable grounds, that the amount of GST imposed in respect of any Taxable Supply 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 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.
- Unless otherwise agreed in writing by the Parties, the Supplier will be registered for GST purposes and must notify GF of its ABN and of any modifications to its ABN registration status.

## 20. COUNTRY SPECIFIC TERMS – NEW ZEALAND

This clause 20 shall apply where GF is an entity incorporated in New Zealand.

- 20.1 These Purchase Terms and the Contract shall be governed by and construed in accordance with the laws of New Zealand. The Supplier hereby submits to the non-exclusive jurisdiction

of the courts having the jurisdiction in New Zealand in relation to all disputes arising out of or in connection with the Contract, including any question relating to its existence, validity or termination.

## 20.2 GST (New Zealand)

### (a) Definitions:

- (i) **"GST"** means goods and services tax and has the same meaning as the word "tax" in the GST Act.
- (ii) **"GST Act"** is a reference to New Zealand's Goods and Services Tax Act (1985) as amended.
- (iii) **"Taxable Supply"** has the meaning given in the GST Act.

(b) If GST is imposed on any Taxable Supply made by the Supplier in connection with the supply of the Products to GF, then, to the extent that any consideration payable or to be provided by GF to the Supplier 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 consideration is payable), an additional amount for GST in respect of such Taxable Supply calculated by multiplying the prevailing GST rate by the GST-exclusive consideration for such Taxable Supply, without any deduction or set-off.

(c) If GF determines, on reasonable grounds, that the amount of GST imposed in respect of any Taxable Supply 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 shall provide a refund of any overpayment to GF.

(d) Unless otherwise agreed in writing by the Parties, the Supplier will be registered for GST purposes and must notify GF of its NZBN and of any modifications to its NZBN registration status.

## 21. COUNTRY SPECIFIC TERMS – PAPUA NEW GUINEA

This clause 21 shall apply where GF is an entity incorporated in Papua New Guinea.

21.1 These Purchase Terms and the Contract shall be governed by and construed in accordance with the laws of Papua New Guinea. The Supplier hereby submits to the non-exclusive jurisdiction of the courts having the jurisdiction in Papua New Guinea in relation to all disputes arising out of or in connection with the Contract, including any question relating to its existence, validity or termination.

## 21.2 GST (Papua New Guinea)

### (a) Definitions:

- (i) **"GST"** means goods and services tax and has the same meaning as the word "tax" in the GST Act;
- (ii) **"GST Act"** is a reference to Papua New Guinea's Goods and Services Tax Act 2003 as amended;
- (iii) **"Taxable Supply"** has the meaning given in the GST Act.

(b) If GST is imposed on any Taxable Supply made by the Supplier in connection with the supply of the Products to GF, then, to the extent that any consideration payable or to be provided by GF to the Supplier 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 consideration is payable), an additional amount for GST in respect of such Taxable Supply calculated by multiplying the prevailing GST rate by the GST-exclusive

consideration for such Taxable Supply, without any deduction or set-off.

(c) If GF determines, on reasonable grounds, that the amount of GST imposed in respect of any Taxable Supply 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 shall provide a refund of any overpayment to GF.

(d) Unless otherwise agreed in writing by the Parties, the Supplier will be registered for GST purposes.

## 22. COUNTRY SPECIFIC TERMS – FIJI

This clause 22 shall apply where GF is an entity incorporated in Fiji.

22.1 These Purchase Terms and the Contract shall be governed by and construed in accordance with the laws of Fiji. The Supplier hereby submits to the non-exclusive jurisdiction of the courts having the jurisdiction in Fiji in relation to all disputes arising out of or in connection with the Contract, including any question relating to its existence, validity or termination.

## 22.2 VAT (Fiji)

### (a) Definitions:

- (i) **"VAT"** means value added tax and has the same meaning as the word "tax" in the VAT Act;
- (ii) **"VAT Act"** is a reference to Fiji's Value Added Tax 1991 as amended;
- (iii) **"Taxable Supply"** has the meaning given to the word "supply" (but excluding an "exempt supply") in the VAT Act.

(b) If VAT is imposed on any Taxable Supply made by the Supplier in connection with the supply of the Products to GF, then, to the extent that any consideration payable or to be provided by GF to the Supplier for the Taxable Supply is exclusive of VAT, then GF must pay to the Supplier, in addition to that VAT-exclusive consideration (and at the same time that the VAT-exclusive consideration is payable), an additional amount for VAT in respect of such Taxable Supply calculated by multiplying the prevailing VAT rate by the VAT-exclusive consideration for such Taxable Supply, without any deduction or set-off.

(c) If GF determines, on reasonable grounds, that the amount of VAT imposed in respect of any Taxable Supply differs for any reason from the amount of VAT included in the price, the amount of VAT payable by GF shall be adjusted accordingly and the Supplier shall provide a refund of any overpayment to GF.

(d) Unless otherwise agreed in writing by the Parties, the Supplier will be registered for VAT purposes.

## 23. COUNTRY SPECIFIC TERMS - OTHERS

23.1 If GF is an entity which is not incorporated in Australia, New Zealand, Papua New Guinea or Fiji, then:

- (a) these Purchase Terms and the Contract shall be governed by and construed in accordance with the laws of the country where GF is incorporated in, and
- (b) the Supplier hereby submits to the non-exclusive jurisdiction of the courts having the jurisdiction in that country in relation to all disputes arising out of or in connection with the Contract, including any question relating to its existence, validity or termination.

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