

SELECT HARVESTS LIMITED's TERMS AND CONDITIONS (AUSTRALIAN SUPPLIER)

These Standard Terms apply to purchase orders issued by Select Harvests Limited to an Australian supplier.

1. GENERAL

1.1 Every purchase order ('Order') and specifications we issue is an offer to acquire Products from you subject to these terms and conditions ('Standard Terms') and any written special conditions that we include with our Order. Where you accept our Order the Standard Terms, the Order and specifications represent the entire agreement and there is a contract on this basis. Any terms and conditions in your quote, offer document, order acceptance or any other document you supply are excluded.

2. DELIVERY

- 2.1 You must supply Products as, where and when specified in our Order or otherwise directed by us (at any time) in writing. You must keep us informed of any delays or other matter which may affect the delivery of Products.
- 2.2 All Products which are hazardous must be marked by you with international danger symbol(s) and display the name of the material in English. Products classified as "Dangerous Goods" in accordance with the Australian Dangerous Goods (ADG) Code must be marked in accordance with that Code. Delivery and other documents must include disclosure of the hazard(s) and name the material in English. Products must be accompanied by emergency material in English in the form of written instructions, labels or markings and Material Safety Data Sheets.
- 2.3 All information held by or reasonably available to you regarding any potential hazards or special requirements known or believed to assist in the transport, packaging, storage, handling or use of the Products shall be immediately communicated to us.
- 2.4 The Products shall be packed, in the case of dangerous Products, to comply with the requirements of the ADG Code and marked accordingly with the relevant approvals. Such packaging shall also be marked with the appropriate information required by the ADG Code. In all other cases, the Products shall be packed in accordance with any packaging requirements or specifications communicated by us to you.
- 2.5 Where required by us or at law, you shall provide all necessary Certificates of Conformance, Certificates of Analysis and Test Certificates together with the Code deliver pursuant to the Purchase Order.

3. CANCELLATIONS

- 3.1 We may cancel an Order by written notice to you:
- (a) at any time prior to supply;
 - (b) after supply, if products are not in accordance with our Order (including where wrong quantities are delivered) or if you otherwise breach this contract.

4. QUALITY

- 4.1 You must, and all Products you supply must, strictly comply with all applicable laws, regulations, codes and Australian Standards, and with our Order (including any performance criteria).
- 4.2 Goods must be new, fit for the purpose for which they are acquired, free from damage and defects in workmanship and materials and of merchantable quality. Services must be performed to a high standard of professional care and skill by appropriately trained and qualified personnel. You and all personnel delivering the Products will comply with all of our operating standards and all laws and regulations that apply to the transport of Goods by road, rail, sea or air.
- 4.3 Without limiting clause 4.2, you must assign to us the benefit of any warranty or guarantee given by the manufacturer in respect of Goods.

- 4.4 We may reject Products which do not comply with our Order or these Standard Terms, even if we have previously inspected and/or accepted them. Where Products are rejected, you must, at our option within five (5) days:
- (a) replace, repair or re-supply the Products at your expense;
 - (b) refund to us any amount we paid for the rejected Products.

5. PRICE AND PAYMENT

- 5.1 The price for Products is the price stated in our Order.
- 5.2 Unless the Order expressly states otherwise, it includes:
- (a) any applicable GST;
 - (b) all packing, insurance and delivery charges and all taxes and duties.
- 5.3 You may only invoice us after all Products have been delivered or completed to our satisfaction. Your invoice must:
- (a) be correctly addressed;
 - (b) identify our Order number;
 - (c) be a valid tax invoice for GST purposes;
 - (d) where we request it, be accompanied by documentation substantiating the amount claimed.
- 5.4 We will pay all correctly rendered and undisputed invoices within 30 days of the end of the month after receipt of your invoice.
- 5.5 If we dispute an invoice:
- (a) payment is suspended until the dispute is resolved;
 - (b) you must give us any information or document we request in relation to the invoice or the dispute.
- 5.6 As well as any of our other rights, we may deduct from your invoice any amount you owe us (including under any indemnity).

6. TITLE AND RISK

- 6.1 Title to and risk in Products passes to us on delivery.
- 6.2 You warrant that:
- (a) you have complete ownership of the Products free of any encumbrances;
 - (b) we will receive clear and complete title to the Products free from any encumbrances;
 - (c) no claim of infringement of moral rights will be brought against us by your employees or agents.
- 6.3 Any intellectual property rights created from your performance of this contract vest in and are assigned to us on creation.

7. OUR MATERIALS

- 7.1 Any tools, patterns, designs, drawings, dyes or other material used in supplying or manufacturing Products and that is paid for or supplied by us ('our materials') is our property.
- 7.2 While our materials are in your possession, you:
- (a) hold them solely as our bailee;
 - (b) must store them securely and maintain them in good repair;
 - (c) must use them only for the purpose of performing this contract;
 - (d) must return them to us on demand.

8. CONFIDENTIALITY

You must keep our confidential information (which includes information about our members and employees) confidential and not directly or indirectly disclose, use, record, memorise, reverse engineer or copy it for any purpose other than to perform this contract, without our prior written approval.

9. PRIVACY

You must comply, and must ensure that your representatives (employees, officers, subcontractors and other agents) comply with all applicable Privacy Laws.

10. INDEMNITY AND INSURANCE

- 10.1 You indemnify us, our officers, employees, agents and customers against all loss, damage, claim, expense or liability incurred in connection with:
- (a) your performance or breach of this contract;
 - (b) any products you supply;
 - (c) a claim by a third party that the products infringe their intellectual property rights;
 - (d) any negligent or wilfully wrong act or omission by you, your employees, agents and contractors.
- 10.2 You must affect and maintain appropriate insurance policies, considering the Products you supply. You must provide us with proof of your insurance upon request.

11. SUBCONTRACTING

You must not subcontract the whole or any part of your obligations under this contract without our prior written approval, which we may grant or withhold at our sole discretion. You will remain principally liable for the performance of this contract and the acts and omissions of any subcontractor.

12. TERMINATION

- 12.1 As well as our other rights, we may terminate this contract where:
- (a) you fail to supply Products by the date required in our Order;
 - (b) you breach this contract;
 - (c) you become or threaten to become insolvent or bankrupt or enter into a compromise or arrangement with creditors or any form of external administration.

13. MODERN SLAVERY, ETHICAL BEHAVIOUR AND BRIBERY

- 13.1 Unless otherwise required or prohibited by law, you warrant that:
- a. you do not employ, engage or otherwise use any child labour in circumstances other than those permitted by law;
 - b. you do not use forced labour in any form (prison, indentured, bonded or otherwise) and your employees are not required to lodge papers or deposits on starting work;
 - c. you provide a safe and healthy workplace, presenting no immediate hazards to your employees, any housing provided you to your employees is safe for habitation, and you provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at your workplace;
 - d. you do not discriminate against any employees on any ground (including race, religion, disability or gender);
 - e. you do not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and you do not use cruel or abusive disciplinary practices in the workplace;
 - f. you pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is the higher), and provide each employee with all legally mandated benefits;
 - g. you comply with the laws on working hours and employment rights in the countries in which you operate; and
 - h. you are respectful of your employees' right to join and form independent trade unions and freedom of association. You shall ensure that you have ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies; and you permit us, the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon your premises to monitor compliance by you of the warranties set out in this clause and you shall, subject to compliance with law, furnish us with any relevant documents requested by us in relation thereto.
- 13.2 You undertake that, you, your directors, officers or employees have not offered, promised, given, authorised, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with this contract

and that you have taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to your control or determining influence from doing so.

- 13.3 You warrant that there is no current, pending or threatened litigation, arbitration, investigation, inquiry or proceeding in which you are involved that will or may have an adverse effect on the business affairs of you, the reputation of us, or the performance of any of your obligations under this contract including providing the applicable Products to us.

14. FORCE MAJEURE

- 14.1 Neither party shall be liable to the other for default or delay in performing its obligations under the contract caused by any occurrence beyond its reasonable control, including, without limitation, fire, strike, lock-out, industrial disturbance, riot, war, act of God and governmental order or regulation, provided that the party affected by such occurrence gives written notice thereof to the other party within 7 days of the commencement of that occurrence.

15. MISCELLANEOUS

- 15.1 This contract may only be varied with our written agreement.
- 15.2 You may not assign this contract without our prior written consent which we may grant or withhold at our sole discretion.
- 15.3 These Standard Terms plus our Order constitute the entire agreement between us and you in relation to its subject matter.
- 15.4 The parties are independent contractors. No relationship of employment, agency, partnership or joint venture is created by this contract.
- 15.5 Our delay or failure to exercise a right under this contract is not a waiver of that right or any other rights. Our consent to a breach of this contract is not a consent to any subsequent breach.
- 15.6 If a provision of these Standard Terms is unenforceable for any reason, it shall be read down to the point of severance. These Standard Terms must not be construed to our disadvantage merely because we prepared them.
- 15.7 This contract is governed by the laws of Victoria, Australia. You submit to the jurisdiction of the courts of Victoria and waive any right to claim that those courts are inconvenient forums.

167. DEFINITIONS AND INTERPRETATION

- 16.1 In these Standard Terms:

- The singular includes the plural and vice versa
- A person includes a firm, body corporate, unincorporated association or authority and reference to a person includes their executors, administrators, successors, substitutes and assigns
- A reference to '\$' is a reference to Australian currency
- 'Including' and similar expressions are not words of limitation
- 'Goods' means goods set out in our Order
- 'Products' means goods and/or services and includes any deliverable resulting from a service
- 'Privacy Laws' means the Privacy Act 1988 (Cth) and any applicable state-based legislation
- 'Services' means services set out in our Order
- 'Us', 'we' or 'our' means Select Harvests Limited ABN 87 000 721 380 and any subsidiaries
- 'You' or 'your' means the supplier of products set out in our Order