

# SUNRICE GENERAL TERMS OF SUPPLY



- In these Conditions:

**"Anti-Bribery Laws"** means all legislation and regulations and any policies with the force of law in any jurisdiction relating to anti-bribery and anti-corruption, being all laws around the world that generally prohibit bribery of governmental officials or any other giving or receiving of bribes between private commercial parties in connection with conducting business, including Chapter 4, Division 70 of the Criminal Code Act 1995 (Cth) (Australia).

**"Business Ethics Laws"** means the laws applicable to the Supplier in relation to: fundamental human rights and in particular the prohibition of (a) using child labour and any form of forced or compulsory labour and (b) organising or supporting any form of discrimination amongst its employees or towards its suppliers and subcontractors; labour, immigration and prohibition of illegal work; and anti-money laundering.

**"Conditions"** means these general procurement terms and any other terms agreed in writing by SunRice and the Supplier in relation to the procurement of Goods or Services, including any Procurement Agreement.

**"Confidential Information"** means information, however held or recorded, relating to the business or assets of a party or its related bodies corporate including financial or taxation information, information relating to clients or suppliers, present and future business or marketing plans, particulars of employees or contractors, trade secrets, manufacturing processes and product formulations but does not include:
  - information which is available in the public domain, except where that is a result of a disclosure in breach of the Contract; or
  - information which a party can prove was in its possession before disclosure by the other party, which information was not acquired in breach of an obligation of confidence.

**"Contract"** means a contract between SunRice and the Supplier for the purchase of Goods or Services established in accordance with these Conditions.

**"F.I.S"** means free into store delivery, which requires the Supplier to pay all costs and be responsible for all requirements associated with the supply and delivery of Goods to SunRice at the delivery site described in the Order, including all costs associated with transport, insurances, licences, authorisations, duties and taxes.

**"Force Majeure Event"** means any act, occurrence or event not within the control of the relevant party, including without limitation, fire, flood, lightning, storm and tempest, strikes, lockouts or other industrial disputes, acts of war, riots, explosion, government restrictions, unavailability of equipment or other causes which are not reasonably within the control of that party.

**"Goods"** means the goods to be supplied by the Supplier to SunRice under the Contract, as described in the Order.

**"GST"** means the goods and services tax imposed in Australia by *A New Tax System (Goods and Services Tax) Act 1999* and the terms **"taxable supply"** and **"tax invoice"** have the same meaning as in that Act.

**"Insolvency Event"** means any of the following events:
  - a liquidator, provisional liquidator, administrator, receiver or trustee is appointed in relation to any of the property or assets of a party or any action is taken for such appointment; or
  - an application is made to or an order is made for the winding up of a party.

**"Intellectual Property Rights"** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trade marks, designs, circuit layouts, trade secrets, know-how, confidential information, plant breeders rights, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967

**"Order"** means a purchase order for Goods or Services given to the Supplier by SunRice in accordance with the Contract.

**"Personnel"** means all employees, agents, consultants and sub-contractors of a party.

**"Price"** means the price of Goods or Services as identified in the Order or otherwise agreed between SunRice and the Supplier in writing.

**"Procurement Agreement"** means any written agreement between SunRice and the Supplier for the procurement of Goods or Services.

**"Services"** means the services to be supplied by the Supplier to SunRice under the Contract as described in the Order. **"Specifications"** means the specifications of the Goods or Services set out in the Order or otherwise agreed between SunRice and the Supplier.

**"SunRice"** means Ricegrowers Limited ABN 55 007 481 156 trading as SunRice.

**"SunRice Improvements"** means any adaptation, improvement, variation or amendment to any of the Goods or Services or associated processes, procedures, materials or content developed by:
  - SunRice; or
  - the Supplier at the request of, or in conjunction with, SunRice during the course of this contract.

**SunRice Intellectual Property"** means all Intellectual Property Rights in and to any discoveries, inventions, processes or techniques that are owned by or licensed to SunRice as at the date of this Contract, together with any Intellectual Property Rights in the SunRice Improvements or any other inventions, processes or techniques developed by SunRice after the date of this Contract.

**"Supplier Intellectual Property"** means all Intellectual Property Rights in and to any discoveries, inventions, processes or techniques that are owned by or licensed to the Supplier as at the date of this Contract, together with any Intellectual Property Rights in any improvements, adaptations, inventions, processes or techniques developed by the Supplier after the date of this Contract, other than the SunRice Improvements.

**"Supplier"** means the supplier of Goods or Services to SunRice as described in the Order.

**"Transport Safety Laws"** mean all Federal and State legislation and regulations, and any policies with the force of law, relating to safe carriage of freight by road and related occupational health and safety issues, including but not limited to:
  - observing vehicle dimension and mass limits;
  - properly securing loads;
  - managing drivers' hours; and
  - ensuring that enough time is allowed for each journey, including loading, offloading and transit.

Except as otherwise agreed in writing by SunRice, these Conditions, together with any Order accepted by the Supplier, constitute all of the terms of the Contract for the procurement of the relevant Goods or Services by SunRice from the Supplier. All other terms and conditions, express or implied, including any alternate terms proposed by the Supplier, are excluded to the fullest extent permitted by law.

  - In the event of any ambiguity, discrepancy or inconsistency arising between these general terms of supply and any Procurement Agreement, then the terms of the Procurement Agreement will take precedence to the extent of the ambiguity, discrepancy or inconsistency.
  - The Supplier agrees to supply the Goods or Services in accordance with the Conditions and Order.
  - Any forecast only and will not impose any obligation on SunRice to submit Orders or purchase Goods or Services in accordance with the forecast.
  - The Supplier must comply with all applicable laws, regulations, ordinances and standards of the country of destination which relate to the supply, manufacture, labelling, transportation, importation, licensing, approval or certification of the Goods or the supply of the Services.
  - The Supplier will supply the Goods or Services to SunRice for the Price. Subject to these Conditions, the Price will not be changed without SunRice's prior written approval.
  - In respect of the supply of Goods, unless otherwise expressly stated, the Price is on an F.I.S basis.
  - Invoices for Goods or Services supplied in accordance with the Contract must be sent to the SunRice Accounts Payable Department.
  - Each invoice for Goods or Services supplied under this Contract must constitute a GST tax invoice, identify the Order to which it relates and include all data and information reasonably requested by SunRice so as to enable SunRice to verify that the Goods or Services have been supplied in accordance with the Contract and that the invoice relates to the relevant the Order.
  - SunRice is not liable to pay for Goods or Services unless it receives an invoice for the Goods or Services that complies with the requirements of these Conditions.
  - Unless otherwise agreed, amounts due by SunRice for Goods or Services supplied in accordance with this Contract will be paid within 61 days from EOM of the date of the invoice (average 75 days) of the Supplier that complies with these Conditions. However, SunRice will be entitled to set-off any amounts payable by the Supplier to SunRice against amounts due by SunRice to the Supplier.
  - Unless otherwise agreed, the Price does not include GST. If the sale of Goods or Services by the Supplier to SunRice constitutes a taxable supply, SunRice must pay to the Supplier an additional amount equal to the GST subject to the Supplier providing a tax invoice.
  - The Supplier must deliver Goods to the nominated delivery site(s) by the delivery date(s), as described in the Order.
  - The Supplier must deliver and transport the Goods in accordance with all applicable laws including Transport Safety Laws. Without limitation, the Supplier must ensure that any transport provider used in relation to the delivery of Goods has all appropriate qualifications and certifications and complies with Transport Safety Laws.
  - Unless otherwise agreed, the Supplier is responsible for the payment of all costs associated with the supply and delivery of the Goods to SunRice at the delivery site, including all costs associated with transport, insurances, licences, authorisations, duties and taxes.
  - Order numbers must be clearly shown on all delivery notices, shipping papers, containers and packing lists.
  - Without limiting other rights, it may have, SunRice is not bound to accept or pay for Goods or Services if, in SunRice's reasonable opinion, they do not comply with any requirement of the relevant Order or the Contract. SunRice may, at its option return those Goods at the Supplier's expense or have the Services re-supplied by a third party at the Supplier's expense. SunRice may, at its option, terminate the contract where:
    - There has been a material breach of or noncompliance with specifications; and/or
    - There has been repeated immaterial breaches of or non-compliance with specifications.
  - SunRice may terminate this Contract and withdraw any Order immediately by written notice to the Supplier where an Insolvency Event occurs in relation to the Supplier.
  - Subject to clause 18, risk in the Goods passes to SunRice on delivery of the Goods to SunRice at the delivery site.
  - The parties agree that title in the Goods passes to SunRice on delivery.
  - The parties acknowledge that except as expressly set out in this Contract:
    - the Supplier retains all right, title and interest in the Supplier Intellectual Property; and
    - SunRice retains all right, title and interest in and to the SunRice Intellectual Property.
  - The Supplier acknowledges that any Intellectual Property Rights in any SunRice Improvements are the property of SunRice. And the supplier assigns all such Intellectual Property Rights to SunRice upon their creation.
  - The Supplier must take out and maintain a comprehensive:
    - Public and product liability policies of not less than AU\$20 million per event; and
    - product recall insurance to cover the possible claims in relation to the Goods supplied under this agreement. The Supplier must provide to the Company, upon request, evidence of the currency of the insurance policies taken out and maintained by presenting the corresponding certificate of insurance.
  - The Supplier warrants that the Goods:
    - Are fit for the purpose intended for goods and services of their nature;
    - Are fit for the purpose for which the goods were acquired by SunRice, where that purpose was specified by SunRice prior to ordering the Goods; will match any description or sample of the Goods provided by the Supplier;
    - are of acceptable quality and free from any contamination or defects;
    - comply with the Specifications and any other quality standards specified in the Contract;
    - comply with all applicable laws, regulations and standards;
    - are supplied to SunRice free of any encumbrances and third party rights; and
    - do not infringe the Intellectual Property Rights of any third party.
  - Where any of the Goods supplied under the Contract are subject to a manufacturer's warranty, the Supplier must provide details of that warranty to SunRice and ensure that SunRice has the benefit of the warranty.
  - In relation to the Services, the Supplier warrants that:
    - it has the necessary expertise, plant, equipment and facilities to provide the Services in accordance with the Contract;
    - all personnel engaged in the provision of the Services will be suitably qualified and experienced;
    - it holds all necessary licences, authorisations and consents to perform and provide the Services;
    - the Services will be fit for the purpose for which the Services are required by SunRice;
    - the Services will be performed with due care, diligence and skill and in a timely and professional manner;
    - it will provide the Services within a reasonable time, when no timeframe is specified; and
    - the Services comply with the Specifications.
  - The Supplier indemnifies SunRice against any liability, loss, damage, costs (including legal costs on a solicitor and own client basis) or expense incurred by SunRice as a result of or in connection with:
    - any breach of this Contract by the Supplier;
    - any fraud, willful default or negligent act or omission of the supplier or its Personnel in connection with this agreement; or
    - the death or injury to any person or loss or damage to property arising from the performance by the Supplier of its obligations under this Contract.
  - Without limiting the generality of the indemnity in clause 28 or the right to terminate in Clause 18, the Supplier must, upon request from SunRice, promptly and at its own cost:
    - replace any Goods that do not comply with the Specifications or any other requirements of the Contract, whether or not the Goods have been paid for by SunRice; and
    - re-supply the Services or pay for the cost of re-supplying the Services at SunRice's direction if, in SunRice's reasonable opinion, the Services do not comply with the Contract, whether or not the Services have been paid for by SunRice.
  - The indemnity in clause 28 will continue to apply after the termination or expiration of this Contract.
  - Each party must not, without the prior written consent of the other party:
    - disclose the Confidential Information of the other party to any other person; or
    - use the Confidential Information of the other party for any reason other than the furtherance of the business relationship between the parties.
  - Each party must, upon termination or expiration of the Contract, deliver to the other all copies of the Confidential Information of the other in the care or control of the first party.
  - The supplier represents and warrants that it will comply (and ensure its Personnel comply) with Business Ethics Laws and Anti-Bribery Laws during the Term. when carrying out its obligations under this contract, the Supplier must comply with the SunRice Group Anti-Bribery and Corruption Policy Available online at the following address <https://www.sunrice.com.au/corporate/policies-and-documentation/anti-bribery-corruption-policy/>
  - This Contract is governed by and construed in accordance with the laws of the State of New South Wales, Australia. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.
  - A waiver by a party of any provision or breach by the other party of this Contract cannot be construed as a waiver of any other provision or breach.
  - This Contract sets out the entire agreement between SunRice and the Supplier in relation to the supply of Goods or Services. No variation to this contract is valid unless it is set out in writing signed by SunRice and the Supplier.
  - Any provision of this Contract that is illegal, void or unenforceable will be severed without affecting the other provisions.
  - SunRice and the Supplier will not be in breach of the Contract or otherwise liable to the other party for any failure to perform or comply with any of its obligations under the Contract if that failure arises from a Force Majeure Event.
  - The Supplier cannot, without SunRice's prior written consent, assign or sub-contract any of its obligations under the Contract to a third party.