

RICEGROWERS NEW ZEALAND LIMITED GENERAL TERMS OF PURCHASE

1. 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.

"Company" means Ricegrowers New Zealand Limited (NZBN: 9429047541283);

"Company Improvements" means any adaptation, improvement, variation or amendment to any of the Goods or Services or associated processes, procedures, materials or content developed by:

 - (a) The Company; or
 - (b) The Supplier at the request of, or in conjunction with, the Company during the course of this Contract.

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

"Conditions" means these terms and conditions.

"Confidential Information" means information, however held or recorded, relating to either of the parties, their business or assets including financial or taxation information, information relating to customers or suppliers, present and future business and marketing plans, particulars of employees or contractors, product formulations and manufacturing processes, the terms of the Contract and any other information which either party identifies as confidential but does not include information which is available in the public domain as a result of a breach of confidence by the other party.

"Contract" means (unless otherwise agreed in writing by the Company) these Conditions, together with any Order accepted by the Supplier and if relevant, any Procurement Agreement.

"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 the Company at the delivery site described in the Order, including all costs associated with transport, insurances, licences, authorisations, duties and taxes.

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

"GST" means the goods and services tax imposed in New Zealand by *Goods and Services Tax Act 1985* (NZ) and the terms **"taxable supply"** and **"tax invoice"** have the same meaning as in that Act.

"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 provided to the Supplier by the Company.

"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 the Company and the Supplier in writing.

"Procurement Agreement" means any written agreement between the Company and the Supplier for the procurement by the Company of Goods or Services. For the avoidance of doubt, this does not include any general terms and conditions of sale issued by the Supplier.

"Ricegrowers Supplier Sustainability Program" means the Ricegrowers program of engagement with its supply chain partners in relation to the environmental, social and ethical business performance of its supply chain as updated from time to time.

"Services" means the services to be supplied by the Supplier to the Company as described in an Order and/or Procurement Agreement.

"Specifications" means the specifications as to the type and quality of the Goods or Services set out in an Order, Procurement Agreement and/or as otherwise advised by the Company to the Supplier.

"SunRice Supplier Sustainability Code" means the SunRice Supplier Sustainability Code available at <https://www.sunrice.com.au/suppliersustainabilitycode> and updated by the Company from time to time.
- "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 the Contract, together with any Intellectual Property Rights in any improvements, adaptations, inventions, processes or techniques developed by the Supplier after the date of the Contract, other than the Company Improvements.

"Supplier" means the supplier of Goods or Services to the Company.

"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:

 - (a) observing vehicle dimension and mass limits;
 - (b) properly securing loads;
 - (c) managing drivers' hours; and
 - (d) ensuring that enough time is allowed for each journey, including loading, offloading and transit.
2. Except as otherwise agreed in writing by the Company, these Conditions, together with any Order and if relevant any Procurement Agreement, constitute all of the terms of the Contract for the procurement of the relevant Goods or Services by the Company 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.
3. 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.
4. The Supplier agrees to supply the Goods or Services requested in an Order in accordance with these Conditions, the terms of any applicable Procurement Agreement and the Order itself.
5. Any forecast is indicative only and will not impose any obligation on the Company to submit Orders or purchase Goods or Services in accordance with the forecast.
6. 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.
7. The Supplier will supply the Goods or Services to the Company for the Price. Subject to these Conditions, the Price will not be changed without the Company's prior written approval.
8. In respect of the supply of Goods, unless otherwise expressly stated, the Price is on an F.I.S basis.
9. Invoices for Goods or Services supplied in accordance with the Contract must be sent to the Company's Accounts Payable Department.
10. 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 the Company so as to enable the Company to verify that the Goods or Services have been supplied in accordance with the Contract and that the invoice relates to the relevant Order.
11. The Company 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.
12. Unless otherwise agreed, amounts due by the Company for Goods or Services supplied in accordance with this Contract will be paid within 61 days from EOM of the date of the invoice of the Supplier that complies with these Conditions. However, the Company will be entitled to set-off any amounts payable by the Supplier to the Company against amounts due by the Company to the Supplier.
13. Unless otherwise agreed, the Price does not include GST. If the sale of Goods or Services by the Supplier to Ricegrowers constitutes a taxable supply, Ricegrowers must pay to the Supplier an additional amount equal to the GST subject to the Supplier providing a tax invoice.
14. The Supplier must deliver Goods to the nominated delivery site(s) by the delivery date(s), as described in the Order.
15. 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.
16. Unless otherwise agreed, the Supplier is responsible for the payment of all costs associated with the supply and delivery of the Goods to Ricegrowers at the delivery site, including all costs associated with transport, insurances, licences, authorisations, duties and taxes.
17. Order numbers must be clearly shown on all delivery notices, shipping papers, containers and packing lists.
18. Without limiting other rights, it may have, the Company is not bound to accept or pay for Goods or Services if, in the Company's reasonable opinion, they do not comply with any requirements of the Contract (including the Specifications or the relevant Order). The Company 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.
19. Either party may terminate the Contract in any of the following circumstances:
 - (a) to the extent permitted by law, the other party enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration, becomes insolvent;
 - (b) the other party is in material breach of its obligations under the Contract and does not remedy that breach within 20 business days after receiving notice from the other party (including non-compliance with an Order or Specifications); or
 - (c) there have been repeated immaterial breaches of or non-compliance with Orders or Specifications.
20. Subject to clause 18, risk in the Goods passes to the Company on delivery of the Goods to the Company at the delivery site.
21. The parties agree that title in the Goods passes to the Company on delivery of the Goods at the delivery site.
22. The parties acknowledge that except as expressly set out in this Contract:
 - (a) the Supplier retains all right, title and interest in the Supplier Intellectual Property; and
 - (b) the Company retains all right, title and interest in and to the Company Intellectual Property.
23. The Supplier acknowledges that any Intellectual Property Rights in any Company Improvements are the property of the Company and the supplier assigns all such Intellectual Property Rights to the Company upon their creation.
24. The Supplier must take out and maintain a comprehensive:
 - (a) Public and product liability policies of not less than AUS20 million per event; and
 - (b) 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.
25. The Supplier warrants that the Goods:
 - (a) Are fit for the purpose intended for goods and services of their nature;
 - (b) Are fit for the purpose for which the goods were acquired by the Company, where that purpose was specified by the Company prior to ordering the Goods;
 - (c) will match any description or sample of the Goods provided by the Supplier;
 - (d) are of acceptable quality and free from any contamination or defects;
 - (e) comply with the Specifications and any other quality standards specified in the Contract;
 - (f) comply with all applicable laws, regulations and standards;
 - (g) are supplied to Ricegrowers free of any encumbrances and third party rights; and
 - (h) do not infringe the Intellectual Property Rights of any third party.
26. 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 the Company and ensure that the Company has the benefit of the warranty.
27. In relation to the Services, the Supplier warrants that:
 - (a) it has the necessary expertise, plant, equipment and facilities to provide the Services in accordance with the Contract;
 - (b) all personnel engaged in the provision of the Services will be suitably qualified and experienced;
 - (c) it holds all necessary licences, authorisations and consents to perform and provide the Services;
 - (d) the Services will be fit for the purpose for which the Services are required by the Company;
 - (e) the Services will be performed with due care, diligence and skill and in a timely and professional manner;
 - (f) it will provide the Services within a reasonable time, when no timeframe is specified; and
 - (g) the Services comply with the Specifications.
28. The Supplier indemnifies the Company against any liability, loss, damage, costs (including legal costs on a solicitor and own client basis) or expense incurred by the Company as a result of or in connection with:
 - (a) any breach of this Contract by the Supplier;
 - (b) any fraud, willful default or negligent act or omission of the supplier or its Personnel in connection with this agreement; or
 - (c) 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.
29. Without limiting the generality of the indemnity in clause 28 or the right to terminate in Clause 19, the Supplier must, upon request from the Company, promptly and at its own cost:
 - (a) 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 the Company; and
 - (b) re-supply the Services or pay for the cost of re-supplying the Services at the Company's direction if, in the Company's reasonable opinion, the Services do not comply with the Contract, whether or not the Services have been paid for by the Company.
30. The indemnity in clause 28 will continue to apply after the termination or expiration of this Contract.
31. Each party must not, without the prior written consent of the other party:
 - (a) disclose the Confidential Information of the other party to any other person; or
 - (b) use the Confidential Information of the other party for any reason other than the furtherance of the business relationship between the parties.
32. 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.
33. 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 Ricegrowers 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/>
34. The Supplier acknowledges that the Company has in place a sustainability code for suppliers ("**SunRice Supplier Sustainability Code**") and that the Supplier has received a copy of this document. The Supplier agrees to:
 - (a) use all reasonable endeavours to assist the Company in implementing the SunRice Supplier Sustainability Code;
 - (b) provide all reasonable co-operation and assistance in relation to any sustainability audit or required program activity as part of the Ricegrowers Supplier Sustainability Program;
 - (c) work in good faith to address and/or remediate any issues identified in relation to the Supplier's sustainability practices; and
 - (d) communicate transparently any actual or potential non-compliances with the SunRice Supplier Sustainability Code that it becomes aware of.
35. This Contract is governed by and construed in accordance with the laws of the New Zealand. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand.
36. 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.
37. The Contract sets out the entire agreement between the Company 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 the Company and the Supplier.
38. Any provision of this Contract that is illegal, void or unenforceable will be severed without affecting the other provisions.
39. The Company 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 cause or circumstance beyond its reasonable control including acts of God, fire, floods, storms, pandemics, natural disasters, acts of war or terrorism, sabotage, acts of government or regulatory authority, strikes or other industrial disputes or court orders.
40. The Supplier cannot, without the Company's prior written consent, assign or sub-contract any of its obligations under the Contract to a third party.