



- A. By you (“**Supplier**” or “**you**”) as a supplier of products and/or services (“**Products**”) making a Supply Offer(s) available on the Foodbuy Platform and Foodbuy Client making a purchase, you and the Foodbuy Client agree these minimum supply offer terms apply to the access to the Foodbuy Platform and purchase of Products (via a Foodbuy Client accepting a Supply Offer by ordering a quantity of that Product through the Foodbuy Platform) and despite any other terms you propose (“**Purchase Contracts**”), subject to any written variation that the Foodbuy Client agrees with you in writing and approved by Foodbuy.
- B. Foodbuy shall not be a party to, and shall have no liability to, Supplier under any Purchase Contract.
- C. Relevant definitions:

“**Foodbuy**” means Foodbuy Pty Ltd ACN 623 079 863, of Ground Floor, 35 – 51 Mitchell Street, McMahons Point, NSW 2060.

“**Foodbuy Client**” or “**Purchaser**” means a potential purchaser of Products that has instructed Foodbuy to source competitive supply offers on its behalf. A Foodbuy Client may be an existing client of the Supplier or a new potential purchaser introduced to the Supplier by Foodbuy.

“**Foodbuy Platform**” means the software platform or platforms operated by Foodbuy through which suppliers can offer Products for sale to Foodbuy Clients and Foodbuy Clients can purchase those Products or other bespoke arrangements procured through Foodbuy. Without limitation, the Foodbuy Platform includes Foodbuy Online, MyOrders and any replacement of such software which may operate under another name as determined by Foodbuy from time to time.

“**Maximum Offer Price**” means the maximum price at which the Supplier may offer Products to Foodbuy Clients through the relevant Foodbuy Platform used by the relevant Foodbuy Client, loaded into the relevant Foodbuy Platform and approved by Foodbuy or as otherwise agreed, and as adjusted by Supplier and approved by Foodbuy from time to time in accordance with this Agreement.

1. SUPPLIER ACCESS TO FOODBUY PLATFORM

- 1.1 Foodbuy shall provide the Supplier with access to the Foodbuy Platform to upload offers to supply Products to Foodbuy Clients (“**Supply Offers**”) through the platform (or to request Foodbuy to upload on their behalf).
- 1.2 The Supplier's right to use and upload Supply Offers to the Foodbuy Platform shall be subject to the following conditions:
 - (a) The price (before any Foodbuy specific rebate or discount) offered to any Foodbuy Client in any Supply Offer must be no higher than any Maximum Offer Price applicable to the relevant Product and Foodbuy Client.
 - (b) Any zone charges or published freight charges (where applicable) will be added to the invoice from the Supplier. However, where a Purchaser elects to accept goods ex a

nominated capital city warehouse and make arrangements for their own freight, zone charges or published freight charges (where applicable) will not apply and will not be added to the invoice from the Supplier.

- (c) The Supplier must comply with the Foodbuy Supplier Requirements in Schedule 1.
 - (d) Foodbuy Clients may request that Supply Offers not be made available on the Foodbuy Platform for agents and employees of that client to accept unless and until the Foodbuy Client consents to this. Where this occurs, Foodbuy will not make the Supply Offer available for access by that client until the relevant consent has been obtained.
 - (e) Foodbuy Clients may revoke the consent referred to in paragraph (d) at any time, in which case Foodbuy may remove that client's access to the relevant Supply Offers.
 - (f) If Foodbuy's agreement with a Foodbuy Client is terminated for any reason, the Supplier will cease to be able to make Supply Offers to that client through the Foodbuy Platform.
- 1.3 In consideration of Foodbuy providing the Supplier with access to the Foodbuy Platform pursuant to this Agreement, the Supplier will, subject to receiving an invoice from Foodbuy, pay any agreed preferred supplier fee to Foodbuy within 30 days.
- 1.4 The Supplier must comply with all policies, procedures and requirements for using the Foodbuy Platform, details of which will be communicated by Foodbuy from time to time.
- 1.5 Foodbuy will have no responsibility to determine the GST classification of products sold by the Supplier.
- 1.6 Unless expressly agreed otherwise with Foodbuy in writing, Foodbuy may discontinue any Purchaser or Supplier's access to the Foodbuy Platform at any time for any reason. Foodbuy does not guarantee the Foodbuy Platform will be continually operational.

2. PURCHASE CONTRACTS

- 2.1 If:
- (a) the Supplier makes a Supply Offer for a particular Product on the Foodbuy Platform; and
 - (b) a Foodbuy Client accepts that offer by ordering a quantity of that Product through the Foodbuy Platform,
- a contract for supply of the ordered Products shall be formed directly between the Supplier and the Foodbuy Client ("**Purchase Contract**").
- 2.2 The Supplier must not seek to impose terms, including any due date of payment, through any mechanism other than:
- (a) the Purchase Contract; or
 - (b) a Client Specific Commercials Agreement,
- (eg, by purporting to include other provisions in Supplier's invoice or any other document).
- 2.3 Foodbuy shall not be a party to, and shall have no liability to, Supplier under any Purchase Contract.

3. CLIENT SPECIFIC COMMERCIALS AGREEMENTS

3.1 Foodbuy Clients may seek, or Suppliers may wish to offer:

- (a) rebates to be paid by the Supplier in respect of purchases of Products by a Foodbuy Client from the Supplier ("**Client Rebates**");
- (b) additional discounts to be applied to prices offered by the Supplier to that Foodbuy Client through the Foodbuy Platform ("**Client Specific Discounts**"); or
- (c) other client specific commercial terms,

(together, "**Client Specific Terms**")

3.2 Where this occurs:

- (a) Foodbuy may seek relevant proposals from the Supplier and liaise with the Supplier to assist the Supplier to develop competitive terms for consideration by the Foodbuy Client.
- (b) Foodbuy may present the Supplier's proposed Client Specific Terms to the Foodbuy Client for the Foodbuy Client's consideration.
- (c) The Foodbuy Client may propose variations to the Client Specific Terms proposed by the Supplier for the Supplier's consideration.
- (d) If the Supplier and the Foodbuy Client agree on terms, an agreement setting out the relevant Client Specific Terms shall be formed directly between the Supplier and the relevant Foodbuy Client ("**Client Specific Commercials Agreement**").

3.3 Foodbuy may offer to administer Client Rebates and Client Specific Discounts in accordance with the relevant Client Specific Commercials Agreement.

4. FOODBUY CLIENT FEE

4.1 Foodbuy may from time to time notify the Supplier of details of any Foodbuy Client Fee that has been agreed between Foodbuy and a Foodbuy Client in respect of the Foodbuy Client's use of the Foodbuy Platform ("**Foodbuy Client Fee**").

4.2 If requested by Foodbuy or by the relevant Foodbuy Client, the Supplier shall:

- (a) apply the applicable Foodbuy Client Fee to the Supplier's invoices for Products supplied to that Foodbuy Client; and
- (b) recover the Foodbuy Client Fee from that Foodbuy Client and account to Foodbuy for that fee within 7 days after the end of the of month of receipt,

as agent for Foodbuy.

4.3 Where clause 4.2 applies, the parties agree that:

- (a) the Supplier will act as agent for Foodbuy under Division 153A of the GST Act only in respect of the Foodbuy Client Fee, and will charge the Foodbuy Client Fee to the relevant Purchaser as agent for Foodbuy;

- (b) The Supplier will include the GST inclusive price of the Foodbuy Client Fees on all tax invoices issued to the relevant Purchaser for purchases made through Foodbuy; and
- (c) For the avoidance of doubt, the liability for GST on the Foodbuy Client Fees remains with Foodbuy. The Supplier will have no liability for GST on the Foodbuy Client Fee.

5. PRICE AND PAYMENT TERMS

- 5.1 The prices on the Foodbuy Platform are inclusive of GST (if applicable).
- 5.2 Payment will be made to the Supplier for all valid, processed, and approved tax invoices in the next payment run following 60 days from the end of each month products are supplied (unless otherwise agreed and signed in writing) for all invoices that have been assessed by the Foodbuy Client as valid, approved for payment, and processed on or before the end of each month. The Supplier acknowledges that any proposed due date of payment in its invoice is not effective as the due date of payment of its invoice is governed by this clause.
- 5.3 Invoices which do not comply with GST legislation or contain other errors will not be processed until corrected.
- 5.4 Without prejudice to any other rights, the Supplier shall allow Purchasers to deduct from any monies payable to the Supplier under any Purchase Contract any money due from the Supplier to Purchaser pursuant to any Client Specific Commercials Agreement. Nothing in this clause will affect the right of Purchaser to recover from the Supplier the whole of any debt, or any balance of any debt, which remains owing after such a deduction has been made.
- 5.5 The Supplier agrees that Purchasers will have no responsibility or liability to pay any invoices or Claims submitted by Supplier to Purchaser pursuant to Purchase Contracts if Purchaser receives the invoice or claim later than 6 months after the date the liability arose.

6. DELIVERY TERMS AND FREIGHT

- 6.1 The Supplier will deliver Products "Free into Store" (that is, no additional charges to the price) to the Foodbuy Client's Nominated Delivery Points.
- 6.2 The Nominated Delivery Points may be amended by Foodbuy from time to time upon written notice to the Supplier effective 30 (thirty) days from the date of the notice.
- 6.3 Where the Purchaser elects to accept goods ex a nominated capital city warehouse and make arrangements for their own freight, zone charges or published freight charges (where applicable) will not apply and will not be added to the invoice from the Supplier.
- 6.4 Any time stipulated for the delivery of the Product is of the essence.
- 6.5 Failure by the Supplier to deliver the Product by the due date (or, where no date is stated, by such date as the Purchaser considers reasonable) will give Purchaser the right to cancel or vary any order, in whole or in part, or purchase substitute items elsewhere and to recover from the Supplier any Loss or Claim.
- 6.6 The Supplier will not be liable for any delay or failure to supply Products arising from a Force Majeure Event on condition that it notifies Purchaser immediately of such Force Majeure Event but only to the extent the Supplier is impacted and unable to mitigate the delay or failure.

- 6.7 The Supplier will be responsible for any deterioration in quality of any of the Products and damage to, theft or loss of, the Products occurring before receipted delivery to each Foodbuy Client's Nominated Delivery Points.
- 6.8 The Supplier must, where possible, arrange for the loading of the Products at each Foodbuy Client's Nominated Delivery Points pursuant to the delivery schedule required by Purchaser. The Supplier must use its best endeavours to transport the Product in accordance with instructions received from or on behalf of the relevant Purchaser.
- 6.9 A tax invoice must accompany each delivery that the Supplier makes to a Nominated Delivery Point.
- 6.10 Title in the Products passes to Purchaser on the earlier of delivery and payment (including part payment) for the Products.

7. PACKAGING AND LABELLING

- 7.1 The outer packaging of any physical Products must display a label containing information with respect to the total contents description, total net weight and the date the Product was packed or a "use by" date (where applicable).
- 7.2 All packaging and labelling must meet all relevant legislative requirements (including under, but not limited to, the *Competition and Consumer Act 2010*), any local authority health requirements, and codes of practice, the Food Standard Code, and the Foodbuy Supplier Requirements.
- 7.3 The Supplier must use all reasonable endeavours to ensure the total carton weight of any physical Product must not exceed a unit or packaged weight of 15 kilograms or 15 litres. Where this cannot be achieved, the Supplier must give prior notice to the Purchaser and provide a reason for its inability to achieve this requirement, together with its recommended corrective action. In addition, if the carton weight does exceed 15 kilos, then the Supplier must affix a prominent sticker to the exterior of the packaging to warn any person handling the Product that the weight exceeds the maximum allowable.

8. CONSISTENCY OF SUPPLY

- 8.1 The Supplier must not provide other products in substitution of the Products unless prior written approval for a substitution is obtained by Supplier from the Purchaser.
- 8.2 If prior written approval is not received by Purchaser for any substitutions but is still delivered and accepted by Purchaser, the Purchaser's obligation to pay will be the lower of:
- (a) the price of the Product under the relevant Purchase Contract; and
 - (b) the Supplier's usual price of the product actually supplied.
- 8.3 The Purchaser will be entitled to recover damages from Supplier for Loss or Claim arising from or as a consequence of the Supplier's failure to supply Products in accordance with this Agreement.
- 8.4 Without limiting the Supplier's obligations under this Agreement, if the Supplier becomes aware that it will cease supply of any Product, it must give Foodbuy at least sixty days prior written notice of this.

9. DEFECTIVE PRODUCT

- 9.1 If a Product supplied to Purchaser under a Purchase Contract is defective or does not comply with the terms of the Purchase Contract or this Agreement (as determined by Purchaser acting reasonably), Purchaser may reject, return, or offer to return, the Product to the Supplier (“Returned Product”).
- 9.2 In addition to any other rights Purchaser may have at law or under any other term of any relevant Supplier Agreement, the Supplier will then:
- (a) at Purchaser’s option:
 - (i) replace the Returned Products free of charge, including delivery costs; or
 - (ii) credit Purchaser with the invoiced cost of the Returned Products; and
 - (b) if returned, reimburse Purchaser for the cost of returning the Returned Products.
- 9.3 The Supplier will not be liable for any defective Products where the defect is caused by the misuse or negligence of Purchaser.
- 9.4 The Supplier must, in addition to faithfully discharging its obligations hereunder, act in good faith towards Foodbuy and Purchaser and must conduct itself always in a manner which must not harm the goodwill and reputation of a Foodbuy, or any Purchaser, or their related bodies corporate in Australia or elsewhere.
- 9.5 The Supplier will inform Foodbuy promptly in writing of any product or liability claims the Supplier receives or recalls it becomes aware of (or should reasonably be aware of) in relation to any of the Products.

10. WARRANTIES

- 10.1 The Supplier warrants that:
- (a) it will comply with all applicable laws;
 - (b) it will produce and provide all Products in a diligent and professional manner with the degree of skill and care that is normally exercised by suppliers supplying Products of a similar nature;
 - (c) the Products will match the description in the Purchase Contract or other description by which they were purchased, be of quality which is fit for the purpose, the correct retail quantity and weight (if any stated by Supplier), produced in a competent manner of sound materials and of the nature, substance and quality specified in the Purchase Contract; and
 - (d) the Products conform in every respect with the requirements of the Foodbuy Supplier Requirements.

11. LIABILITY AND RESPONSIBILITY

11.1 The Supplier will, to the extent permitted by law, indemnify and keep indemnified and hold harmless any Purchaser and its their directors, officers, employees, agents and contractors against any Loss or Claim of any nature including in relation to any:

- (a) property (including, but not limited to, that of Foodbuy and Purchaser); and
- (b) person in respect of personal injury (which expression includes illness or disability) or death; and
- (c) breach of the Purchase Contract, breach of any warranties or representations (express or implied), breach of statutory duty or negligence;

arising out of, or in any way in connection with the Supplier's breach of any Purchase Contract, or the wrongful, unlawful, negligent, fraudulent, intentionally reckless act or omission of the Supplier in the execution, performance, or failure to perform, the Supplier's obligations under any Purchase Contract.

11.2 Each indemnity in this Agreement is a continuing obligation separate and independent from the Supplier's other obligations and survives termination for any reason of this Agreement.

11.3 It is not necessary for Purchaser to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

11.4 Purchaser is entitled to retain out of any payment which would otherwise be payable to the Supplier whether in connection with this Agreement or any other, such monies as Purchaser may reasonably require to meet any contingent Loss or Claim arising from or in connection with any breach by the Supplier of its obligations under this Agreement.

11.5 Purchaser's right to set-off is cumulative and in addition to any other rights or remedies which it may have at law or equity.

12. TERMINATION RIGHTS

12.1 If the Supplier:

- (a) is in breach or default of any of the terms of a Purchase Contract, applicable Client Specific Agreement or any related agreement between the Supplier and a Foodbuy Client and fails to rectify that breach or default (if capable of remedy) within 10 (ten) days after being requested to so in writing;
- (b) is in breach or default of any material term that is incapable of being rectified;
- (c) has a liquidator, provisional liquidator, receiver, receiver and manager, administrator or external controller appointed to it or such proceedings are threatened;
- (d) resolves to wind up or is subject to an order to wind up or ceases to do business;
- (e) is unable to supply or deliver a Product in accordance with a Purchase Contract (other than due to a Force Majeure Event), and there has been no agreement to extend time for delivery;

- (f) enters into a scheme of arrangement with its creditors or otherwise comprises or compounds its debts with its creditors,

then the Purchaser may in its sole and absolute discretion and without prejudice to any other right or remedy it may have, immediately terminate any agreement with the Supplier entered into pursuant to this Agreement by notice in writing.

13. ACCESS TO ALTERNATIVE DISPUTE RESOLUTION

- 13.1 Subject to clause 13.2, if any controversy or dispute arising out of or relating to a Supplier Agreement arises ("**Dispute**"), the parties to that dispute will use all reasonable endeavours to settle the Dispute expeditiously, amicably and reasonably.
- 13.2 If either party to the Dispute, in its absolute and sole discretion, at any time considers that the Dispute is sufficiently serious then it may seek urgent interlocutory relief.
- 13.3 A Dispute must be the subject of discussions between a senior representative of each of the parties to the Dispute or their nominees ("**Resolvers**") before any party initiates any form of litigation relating to the Dispute (other than for urgent interlocutory relief).
- 13.4 Where applicable, the Resolvers must meet within 14 (fourteen) days of receipt of the notice of Dispute and attempt in good faith to resolve the Dispute.
- 13.5 If a Dispute remains unresolved for 14 (fourteen) days after the Resolvers have met, either party may commence legal proceedings.
- 13.6 Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement to the extent possible, unless those obligations are the subject of the Dispute and the parties cannot agree on any method for those obligations to be maintained. Any agreement reached to maintain the effect and purpose of this Agreement during any dispute period (including as to any parties obligations, whether or not those obligations are the subject of the Dispute), will not be used as evidence against either party in the determination of a Dispute.

14. IP RIGHTS

- 14.1 To the extent this Agreement involves the Supplier creating intellectual property for Purchaser ("**New IP**"), The Supplier agrees that it automatically and irrevocably assigns on creation to Purchaser all intellectual property rights, including without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets that the Supplier conceives, develops, discovers or makes in whole or in part in the New IP.
- 14.2 The Supplier acknowledges and agrees that it has no interest in (or to the extent it does, it automatically and irrevocably assigns to Purchaser) any intellectual property rights owned, developed, licensed, or created, by the Purchaser including any intellectual property created by the Purchaser during this Agreement or arising in relation to its receipt of the Products.

15. COMPLIANCE

- 15.1 The Supplier will ensure it does not breach the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other analogous anti-Modern Slavery laws or

regulations in force in Australia (“**Modern Slavery Laws**”). The Supplier agrees to the following relating to modern slavery:

- (a) The Supplier will promptly provide any information or reports requested by Foodbuy or a Purchaser in relation to, or required under, any law relating to modern slavery including the Modern Slavery Laws.
- (b) The Supplier shall implement due diligence procedures for its subcontractors and suppliers to ensure that there is no slavery or human trafficking in its supply chains.

15.2 Foodbuy has a Code of Business Conduct (the “**CBC**”) and Code of Ethics. Electronic copies can be downloaded from the following web sites:

[Being Responsible - Code of Conduct](#)

and

[Being Responsible - Code of Ethics](#).

The Supplier shall:

- (i) carefully review the CBC and Code of Ethics;
- (ii) ensure that the CBC and Code of Ethics is disclosed to all of the Supplier’s personnel; and
- (iii) undertakes and agrees that, in connection with the Supplier’s performance, all the Supplier’s personnel shall act consistently with the applicable principles of the CBC and Code of Ethics in all material respects;

15.3 The Supplier will comply with this No Bribery or Corruption warranty: As a matter of corporate policy and as strictly prohibited under the CBC, Foodbuy expressly prohibits payments or offers of bribes and / or facilitation payments (otherwise known as “grease” payments) in connection with the supply of Products, any Supply Offer or any Purchase Contract by any supplier or agent engaged to provide goods or services to the Purchasers: the Supplier undertakes and agrees that it will comply with all applicable laws, rules, regulations, decrees and / or official governmental orders of the Commonwealth of Australia and of any State or Territory of Australia, the United Kingdom, the United States of America and the country of operations relating to anti-corruption and anti-money laundering.

ANNEXURE 1 - FOODBUY SUPPLIER REQUIREMENTS

The following policies and procedures apply to the extent relevant to the Products:

1. FOODBUY VENDOR QUALITY ASSURANCE PROTOCOL

The supplier will comply with the Foodbuy Vendor Quality Assurance Protocol (“**VQA**”) as notified to and updated by Foodbuy from time to time.

2. ENVIRONMENTAL BEST PRACTICE

The Supplier will conduct all aspects of its operations in an environmentally aware manner. The Supplier will adhere to all mandatory legislative environmental operations and packaging requirements and shall aspire to conduct all environmental aspects of its business in a manner consistent with industry best practice. The Supplier will review its carbon footprint, chemical usage and water consumption levels at least once each year to identify ways to: reduce energy consumption, decrease its carbon emissions, decrease its harmful or toxic waste and increase its use of recyclable packaging.

3. ENVIRONMENTAL MANAGEMENT STANDARD ISO14001:2015

The Supplier is required to obtain accreditation (external Certification) to the Environmental Management Systems Standard ISO 14001:2015 within 90 (ninety) days of the date of this Agreement.

4. NATIONAL PACKAGING COVENANT

4.1 Foodbuy supports the National Packaging Covenant (“**Covenant**”).

4.2 The objectives of the Covenant are to improve the total environmental performance and lifecycle management of consumer packaging and paper by pursuing the following specific environmentally focused performance goals:

- (a) Packaging optimised to integrate considerations about resource efficiency, maximum resources re-utilisation, product protection, safety and hygiene;
- (b) Efficient resource recovery systems for consumer packaging and paper;
- (c) Consumers able to make informed decisions about consumption, use and disposal of packaging and products;
- (d) Supply chain members and other signatories able to demonstrate how their actions contribute to goals (a) to (c) above;

4.3 All Foodbuy suppliers must demonstrate continuous improvement in their management of packaging through their individual action plans and annual reports if required.

4.4 Foodbuy requires its suppliers to actively contribute to the objectives of the Covenant which are further documented at this website:

[HTTP://WWW.PACKAGINGCOVENANT.ORG.AU/](http://www.packagingcovenant.org.au/)

5. FOOD SAFETY PROGRAM BASED ON HAZARD ANALYSIS OF CRITICAL CONTROL POINTS (“HACCP”) REQUIREMENTS

- 5.1 “HACCP” means Hazard Analysis of Critical Control Points.
- 5.2 The Supplier will implement the HACCP method in relation to all supplies to Foodbuy and Foodbuy Clients.
- 5.3 The HACCP plan forms the basis of the Foodbuy Food Safety Plan and is a proactive method in food safety using 7 (seven) principles. The 7 (seven) principles of HACCP are:
- (a) Look at the process from the beginning to the end and identify the potential biological, physical and chemical hazards.
 - (b) Identify points in the operation where hazards are able to be controlled (“**Critical Control Points**”) so as to reduce the hazard to an acceptable level.
 - (c) Put in place critical limits (e.g. temperature range) for the Critical Control Points.
 - (d) Monitor the Critical Control Points to make sure they are effective in minimising hazards.
 - (e) Put in place corrective actions to be taken when the monitoring procedures show that the critical limits have not been met.
 - (f) Keep written records of the HACCP program.
 - (g) Regularly review the HACCP Program and check that the system is working effectively through internal and external audits.

The 7 (seven) principles of HACCP are derived from the latest edition of the Codex Alimentarius of the Food and Agriculture Organisation of the United Nations (CAC/GL18-1995) which is the basis for the Food Standards Australia and New Zealand Act 1991 and the Food Standard Code.

- 5.4 A hazard is anything within food, which may cause harm to consumers. This, therefore, may include bacteria, viruses or foreign bodies which might make a person ill or cause physical injury such as a broken tooth or cut lip. This does not, however, include people who become ill because they have an allergic reaction to a certain type of food, which is perfectly safe for the majority of people to eat. The Supplier shall provide accurate information regarding ingredient listing of products to enable allergy sufferers to make their own judgment as to what they can and cannot eat.

6. ICIX MEMBERSHIP

If not a member of iCiX at the date of this Agreement, the Supplier shall, within 20 (twenty) days of signing this Agreement, become and remain for the Term, an active member of the iCiX system. Membership to iCiX can be made directly through the internet on www.icix.com.

ANNEXURE 2 - FOODBUY REPORTING REQUIREMENTS

The following reports will be submitted by Supplier to Foodbuy:

Detailed Monthly and Quarterly Usage Reports

On the 7th day of each month of each year, a monthly report must be provided by the Supplier to Foodbuy. Those reports will be entitled "Detailed Monthly or Quarterly usage report". Those reports will contain (but are not limited to) the following information with the appropriately headed columns. Information within those reports will pertain to the immediately previous month (in the case of a monthly report).

Those reports will contain site by site summarisation of all items used across Purchaser Sourcing Sites, set out in the following format:

The above mentioned data files will be provided in a csv format and to be sent to .

Purchase Data from each Sourcing Site – data attributes required

| FROM LEFT TO RIGHT (BELOW ITEMS FIRST) | CONTINUED LEFT TO RIGHT (BELOW ITEMS) |
|--|---------------------------------------|
| Supplier Name | Quantity Ordered |
| Supplier ID | Quantity Shipped / Invoiced |
| SKU # | GST Y/N |
| Item name | WET Y/N |
| Manufacturer | GST Amount |
| Brand | WET Amount |
| Supplier Distribution Centre | Date Ordered |
| Cost Centre (8 digits) | PO # |
| Sourcing Site Name | Date Delivered |
| Unit of measure (UOM) | Invoice / Credit Note Number |
| Quantity per UOM | Invoice / Credit Note date |
| Kg per UOM (blank if not applicable) | Invoice Total excluding GST |
| Lt per UOM | Invoice / Credit Note |
| Unit price (ex GST) | |
| Container deposit & associated charge (ex GST) | |

| Explanation & Examples | | | | | |
|---------------------------------------|---|-----------|--------------------------------------|--|-------------------|
| Field | Description / Example | Data Type | Data Format | Explanation | Mandatory Field ? |
| Supplier Name | | Text | | | Yes |
| Supplier ID | Supplier Number | Text | | Your customer number with Purchaser | Yes |
| SKU # | Product code | Text | | | Yes |
| Item name | Product description | Text | | | Yes |
| Manufacturer SKU # | Product Code used by Manufacturer | Text | | | Yes |
| Manufacturer | | Text | | If the supplier itself is the manufacturer, put the supplier name in this column. If detail is unknown, put "UNKNOWN" as reference | Yes |
| Brand | | Text | | If detail is unknown, put "UNKNOWN" as reference | Yes |
| Distribution Centre | The price list name reference of the distribution centre | Text | | This must be the same as the price list name that provided by Foodbuy category manager. | Yes |
| Purchaser Cost Centre (6 or 8 digits) | | Text | "000000-00" | 6-digits Foodbuy cost centre with 2-digits service type, "-" to divide these two sets of number. If cost centre is unknown, put "UNKNOWN" as reference | Yes |
| Purchaser Site Name | | Text | | | Yes |
| Unit of measure (UOM) | Unit of measure | Text | | | Yes |
| Quantity per UOM | Item per UOM | Number | "12", "24", or "48" etc. | This field is different from packaging size. Only put the number of product or item per purchased UOM. In another word, it is the one-level-down inner packaging. For example, in a pallet, there are 4 tray of products and each tray contains 75s unit of product, put "4" as reference. For liquor supplier, if there are 6 bottle of wine in a carton, put "6" as reference. If detail is unsure, put "UNKNOWN" as reference | Yes |
| KG per UOM | | Number | "1", "5", "10", "0.5" or "0.2", etc. | This field is design for calculation purpose. It must be a number type of data. Convert the weight in per purchased UOM into KG as measure unit. For example, if there is only 200g in per UOM, put "0.2". No need to put "kg" or "g" as measure unit, as everything is going to be converted into "KG". If detail is unsure, put "UNKNOWN" as reference | Yes |
| Litre per UOM | | Number | "1", "5", "10", "0.5" or "0.2", etc. | This field is design for calculation purpose. It must be a number type of data. Convert the volume in per purchased UOM into litre as measure unit. For example, if there is only 200ml in per UOM, put "0.2". No need to put "Litre" or "ml" as measure unit, as everything is going to be converted into "litre". If detail is unsure, put "UNKNOWN" as reference | Yes |
| Unit price (ex GST) | Unit price per purchased UOM | Currency | "\$0.00" | | Yes |
| Quantity Ordered | Quantity Ordered as per corresponding Foodbuy PO# | Number | "0.00" | If may be different from quantity shipped/invoiced, as it may adjusted depending on stock available at the moment | No |
| Quantity Shipped / Invoiced | Quantity shipped/invoiced as per corresponding invoice/credit note # | Number | "0.00" | As above. | Yes |
| GST Y/N | GST taxable item or not | Yes/No | | | Yes |
| WET Y/N | WET taxable item or not | Yes/No | | This column is generally for Alcohol supplier. For other suppliers, put "N" if the tax is not applicable for the line items. | Yes |
| GST Amount | Total GST charged as per corresponding lines in the invoice/credit note # | Currency | "\$0.00" | | Yes |
| WET Amount | Total WET charged as per corresponding lines in the invoice/credit note # | Currency | "\$0.00" | | Yes |
| CDS Amount | Total CDS charged as per corresponding lines in the invoice/credit note # | Currency | "\$0.00" | | Yes |
| Date Ordered | The date of order as per corresponding Foodbuy PO# | Date/Time | | If there is no available detail, put "UNKNOWN" as reference | No |
| Foodbuy PO # | | Text | | If the order is not placed through MyOrder system and there is certain reference, put the information as text". If there is no available detail, put "UNKNOWN" as reference | Yes |
| Date Delivered | The date of products were delivered. | Date/Time | | | No |
| Invoice / Credit Note Number | | Text | | | Yes |
| Invoice / Credit Note date | | Date/Time | | | Yes |
| Invoice Total | Total invoice amount for the line of product excluding GST. | Currency | "\$0.00" | | Yes |
| Invoice / Credit Note | Put the type of documents | Text | | | No |