



- 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 Annexure 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 within 60 days of the end of month of receipt of a valid tax invoice (unless otherwise agreed and signed in writing by both parties). 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 The Supplier must at all times comply with the reasonable delivery requirements of the Purchaser, including but not limited to the requirements set out below, as amended from time to time. The Supplier must ensure that:
 - (a) all delivery vehicles comply with all applicable laws;
 - (b) all the Supplier's personnel, contractors and agent hold all licences, authorisations, consents, approvals and permits required to access the Foodbuy Client's Nominated Delivery Points; and

- (c) all pallets used to deliver Products are in good condition and fit for purpose and are appropriately stacked and secured;
 - (d) any opportunity for contamination of crushed or split Products during delivery will be eliminated; and
 - (e) all Products will be delivered to the Foodbuy Client's Nominated Delivery Points in accordance with the required temperature range.
- 6.6 Failure by the Supplier to deliver the Product in accordance with the delivery requirements set out in this clause, or 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 A tax invoice must accompany each delivery that the Supplier makes to a Nominated Delivery Point.
- 6.11 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 including accurate information regarding ingredient listing, nutritional and allergen content, product origin and specification, 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 safety 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 Where approval has been provided under clause 8.1, the Supplier must only supply substituted Products of equal nutritional and allergen content and provide all attributes and information for all substituted Products to the Purchaser, including but not limited to product specification, nutritional information and origin.
- 8.4 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.
- 8.5 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 comply with the Foodbuy Mandatory Business Integrity Provisions set out in Annexure 3;
- (c) it will maintain appropriate business continuity and disaster recovery plans in the event of a disaster or crisis and will test the plans on an annual basis;
- (d) 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;
- (e) 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
- (f) 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 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 do 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.

12.2 If the Purchaser is in breach or default of any material term of this Agreement and fails to rectify that breach or default (if capable of remedy) within 30 (thirty) days after being requested to do so in writing, then the Supplier may terminate this Agreement by providing 30 days' notice in writing to the Purchaser.

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.

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 the Supplier and updated by Foodbuy from time to time.

2. INBOUND FREIGHT PROTOCOLS

The Supplier will comply with the Foodbuy Freight Protocols as notified to the Supplier and updated by Foodbuy from time to time.

3. 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.

4. 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.

5. NATIONAL PACKAGING COVENANT

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

5.2 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;

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

- 5.4 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/)

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

- 6.1 “**HACCP**” means Hazard Analysis of Critical Control Points.
- 6.2 The Supplier will implement the HACCP method in relation to all supplies to Foodbuy and Foodbuy Clients.
- 6.3 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.

- 6.4 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.

7. SOLANDRA MEMBERSHIP

If not a member of Solandra 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 Solandra system. Membership to Solandra can be made directly through the internet on <https://solandra.com.au/>.

8. PRODUCT INFORMATION

- 8.1 The Supplier must submit all attributes and information for all Products, including but not limited to product specification, nutritional information, origin) using either:
- (a) the most current version of the GS1 Standard Format. The Supplier agrees that it will provide GS1 data for each Product included as part of this Agreement pursuant to the GS1 Standard Format, a guide that can be provided to the Supplier upon request; or
 - (b) the Foodbuy Platform.
- 8.2 The Supplier represents that the data it provides to Foodbuy pursuant to this Agreement is accurate and complete at the time of submission and conforms to industry standards for such information and the standards stated in this Agreement.

9. SEDEX MEMBERSHIP AND AUDIT

- 9.1 If not a member of Sedex 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 Sedex system for each site. Membership to Sedex can be made directly through the internet on <https://www.sedex.com>.
- 9.2 The Supplier must:
- (a) grant Foodbuy access and visibility to its Sedex-registered sites, suppliers, and audit reports;
 - (b) fully and accurately complete the Self-Assessment Questionnaire (SAQ) for each site;
 - (c) update the SAQ at least once per calendar year;
 - (d) upon Foodbuy's request and at the Supplier's cost, participate in an independent third-party conducted Sedex Members Ethical Trade Audit (SMETA Audit) at the following times:
 - (i) within the first calendar year from the signing of this Agreement; and
 - (ii) upon renewal of the Agreement; and
 - (iii) in case of material change to Supplier's business activities, manufacturing, or supply arrangements; and
 - (iv) at any time at Foodbuy's request (acting reasonably).
 - (e) provide the report of findings from the SMETA Audit to Foodbuy within 7 (seven) days of completion of the audit; and
 - (f) remediate any non-conformance identified under the SMETA Audit within a reasonable timeframe as agreed with the Auditor and Foodbuy.

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 the email address as notified by Foodbuy from time to time.

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. Conver 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. Conver 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

ANNEXURE 3: FOODBUY MANDATORY BUSINESS INTEGRITY PROVISIONS

1. **Foodbuy Code of Business Conduct**

- 1.1. Foodbuy has a Code of Business Conduct (the “**Foodbuy CBC**”). An electronic copy can be downloaded from the following web site:
<https://www.compass-group.com/en/who-we-are/corporate-governance/policies.html>
- 1.2. Supplier shall:
- (a) carefully review the Foodbuy CBC;
 - (b) ensure that the Foodbuy CBC is disclosed to all relevant Supplier’s personnel engaged on the Foodbuy account or who deal with Foodbuy; and
 - (c) undertake and agree that, in connection with Supplier performance under this agreement, all relevant Supplier personnel shall act consistently with the applicable principles of the Foodbuy CBC in all material respects.

2. **Anti-corruption undertakings**

- 2.1. As a matter of corporate policy and as strictly prohibited under the Foodbuy CBC, Foodbuy expressly prohibits directly or indirectly making, offering, accepting or authorising any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar improper circumstances) and/or facilitation payments (otherwise known as “grease” payments) in connection with Foodbuy business operations by any supplier or agent engaged to provide goods or services to Foodbuy.
- 2.2. Supplier undertakes and agrees that in connection with this agreement and the transactions contemplated by this agreement, it shall maintain accurate books and records and will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom, the United States of America and the country of operations relating to prevention of bribery and corruption, fraud, money laundering, terrorist financing, tax evasion or facilitation of tax evasion.
- 2.3. Supplier agrees, undertakes and confirms that it and each member of the Supplier Group, has not made, offered, promised to make, authorized the making of, and will not make, offer, or promise to make, or authorize the making of, any payment or other transfer of any financial or other advantage or anything else of value, including without limitation the provision of any funds, services, expenses, gifts or entertainment, directly or indirectly to any:
- (a) government official;
 - (b) director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Foodbuy;
 - (c) director, officer, employee or agent of Foodbuy or its co-venturers or any of its or their affiliates;
 - (d) political party, official of a political party, or candidate for public office;
 - (e) agent or intermediary for payment to any of the foregoing; or
 - (f) other person or entity;

for the purpose of obtaining, rewarding or influencing the award of this agreement or for any improper advantage or improper purpose or where it would be improper for the person to accept such an

advantage in connection with the performance of this agreement and the transactions contemplated hereunder or in connection with any other business transactions involving Foodbuy, if and to the extent that to do so is or would be in violation of or inconsistent with the principles or requirements of any anti-bribery or anti-money laundering laws applicable to Foodbuy or to Supplier, or to their respective parent companies, including, but not limited to, the UK Bribery Act 2010, the UK Anti-Terrorism, Crime and Security Act 2001, the U.S. Foreign Corrupt Practices Act and successor legislation, legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention Against Corruption, and/or the anti-corruption or anti-money laundering laws of the country of operations.

3. Compliance with Sanctions

3.1. The following definitions shall apply to this Section 3:

“Sanctions” means any economic or financial sanctions administered by the US Treasury Department’s Office of Foreign Assets Control (**OFAC**), the US State Department, or any other governmental agency of the US government, the United Kingdom, the United Nations, the European Union or any member state thereof or the applicable Government Agencies of any of the foregoing, Australia, Canada, France, Germany, Italy and Japan

“Sanctioned Person” means any person, entity, organisation or vessel (i) designated on the OFAC list of Specially Designated Nationals and Blocked Persons, the Consolidated List of Financial Sanctions Targets maintained by the UK Office of Financial Sanctions Implementation, designated on the consolidated list of persons, groups and entities subject to Sanctions administered by the United Nations or European Union or any member state thereof, (ii) that is, or is part of, a government of a Sanctioned Territory, (iii) directly or indirectly owned or controlled by, or acting on behalf of, any of the foregoing, (iv) located or organised within or operating from a Sanctioned Territory, or (v) otherwise targeted under any applicable Sanctions.

“Sanctioned Territory” means any country or other territory targeted by a general export, import, financial or investment embargo under Sanctions, which countries and territories, as of the date of this agreement, include Cuba, Iran, North Korea, Syria, the Crimea Region and the separatist-controlled portions of the Donetsk and Luhansk regions of Ukraine.

3.2. The Supplier represents and warrants to Foodbuy that neither it, nor any Subsidiary or Affiliate of the Supplier is or has, during the past five years, been:

- (a) a Sanctioned Person and that none of its or their officers or directors are or have been Sanctioned Persons;
- (b) party to or facilitated any agreement, transaction, dealing or relationship (i) with or for the benefit of, or otherwise made available any funds or economic resources to, any Sanctioned Person, (ii) involving any property of a Sanctioned Person or (iii) relating to any Sanctioned Territory, in breach of, or in a manner that could expose such person to potential violations or penalties under any applicable Sanctions;
- (c) in breach of, or subject to any penalties under, any applicable Sanctions; or
- (d) subject to any actual or threatened litigation, legal action, claim, demand, suit, arbitration, investigation, inquiry, hearing, order or other proceeding or administrative act related to any applicable Sanctions.

3.3. The Supplier shall not, whether directly or indirectly, engage with or deal in any manner with any Sanctioned Persons in relation to this agreement.

4. Conflicts of Interest and Anti-trust compliance

4.1 The Supplier represents, warrants and covenants that:

- (a) neither it nor any of its personnel has any direct or indirect interests that conflict, or may conflict, with the services or obligations under this agreement, whether of a personal or professional nature and it will avoid a situation in which such a conflict, as set out in this Section 4.1(a), may arise;
- (b) it will notify Foodbuy as soon as possible (and in any event within three (3) business days) of the existence of any potential or actual conflict of interest and cease any further business engagement or activities until further notice;
- (c) it will cooperate fully in implementing any mitigating actions required by Foodbuy and will provide, on request and without delay, further information to help assess the actual or potential risk impacts;
- (d) it shall not be and has not in the last five years been a party to, or concerned in, any agreement, arrangement, concerted practice or course of conduct (including the exchange of information) which is void, illegal, unenforceable, or which contravenes any Antitrust Laws (meaning any competition, antitrust, anti-monopoly or anti-cartel laws or regulations in any jurisdiction, including without limitation the United Kingdom, the United States of America, the European Union or member state thereof or the country of operations);
- (e) it shall not share with or transfer to, whether directly or indirectly, with any competitor of Foodbuy or any other party any commercially or competitively sensitive information regarding Foodbuy or, without limitation, its operations, costs, prices, terms and conditions, strategies or plans, other than with the express written instruction of Foodbuy;
- (f) it shall maintain and comply with the appropriate policies and procedures (including those included within this agreement) to ensure compliance with applicable laws and Sections 1 to 4 herein throughout the term of this agreement.

5. **Notification Requirement**

- 5.1. Supplier agrees promptly (and in any event within three 3 business days) to notify Foodbuy in the event that it becomes aware:
 - (a) that it is the subject of any investigation, inquiry or enforcement proceedings by any Government Agency or any such investigation is threatened or pending; and
 - (b) of any actual or suspected breach or violation of this Schedule.
- 5.2. Any notification given in accordance with Section 5.1 above, shall be given in as much detail as possible, to the extent permissible under law. Supplier agrees to cooperate fully and in good faith with Foodbuy in relation to any enquiries Foodbuy may require in relation to such notifications.

6. **Modern Slavery Requirements**

- 6.1. 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, in performing its obligations under this Agreement, will:
 - i. comply with all applicable laws relating to anti-slavery and human trafficking;

- ii. have and maintain its own policies and procedures to ensure compliance with such applicable laws;
 - iii. keep complete, accurate and up to date records to trace its supply chain and permit Foodbuy to inspect those records as reasonably required; and
 - iv. promptly notify Foodbuy as soon as it becomes aware of:
 - A. any breach or potential breach of this clause; or
 - B. any actual or suspected slavery or human trafficking in a supply chain which has a connection to any agreement between Foodbuy and the Supplier.
- (a) The Supplier represents and warrants that neither the Supplier nor any of its officers or employees:
- i. has been convicted of any offence involving slavery and human trafficking; and
 - ii. to the best of its knowledge, having made reasonable enquiries, has never been or is the subject of any investigation, inquiry or enforcement proceedings by any government, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- (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.
- (c) The Supplier must, once per year or more frequently if requested, prepare and provide to Foodbuy a modern slavery statement. The modern slavery statement must contain such information to ensure that its goods or services are not a product of supply chains in which modern slavery is taking place. The modern slavery statement as a minimum will include:
- iii. the structure of the Supplier's organisation, operations and its supply chains;
 - iv. the Supplier's due diligence processes in relation to modern slavery and in its business and supply chains;
 - v. identification of the parts of its business and supply chains where there is risk of modern slavery taking place, and the steps it has taken to assess and manage that risk and remediation processes;
 - vi. a description of how it assesses the effectiveness of such actions;
 - vii. the training about modern slavery available to its employees; and
 - viii. any entities the Supplier owns or controls.