



BEGA GROUP SUPPLIER TERMS AND CONDITIONS

(Supply of Goods and/or Services)

Please be aware that these Conditions may change from time to time. The Conditions which apply to an Order placed by the Company will be those Conditions which were published on this website at the time of issuing the Order. The Supplier should consult and read these Conditions carefully each time an Order is issued by the Bega Group.

1. Definitions

The following definitions apply:

Bega Group means Bega Cheese Limited ABN 81 008 503 and each of its Related Bodies Corporate.

Company means whichever of the Bega Group entities submits an Order for, or receives, Goods or Services from the Supplier.

Conditions means these Bega Group Supplier Terms and Conditions and any other terms the parties agree in writing apply to the Supplier's provision of the Goods or Services.

Confidential Information means any information, however held or recorded, relating to the either party, its business or assets, including financial or taxation information, information relating to customers or suppliers, business and marketing plans, particulars of employees or contractors, product formulations and manufacturing processes, the terms of the Contract and any other information that a party identifies as confidential.

Contract means the contract for the supply of the Goods or Services by the Supplier to the Company established in accordance with these Conditions and the Order.

Existing Intellectual Property means any Intellectual Property Rights:

- a) existing prior to the commencement of this Contract; or
- b) obtained or created after the commencement of this Contract by a party other than as a result of the performance of this Contract.

Goods means the goods to be supplied by the Supplier to the Company under the Contract, as described in the Order or as otherwise agreed by the parties in writing.

GST means a goods and services tax imposed by or under the GST Law.

GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act.

Insolvency Event means the happening of any of the following events:

- a) in relation to a corporation:
 - i. an application is made to a court for an order, or an order is made, that the corporation be wound up
 - ii. an official or provisional liquidator, trustee, administrator (whether voluntary or otherwise) or receiver is appointed in relation to the corporation or any of its assets or any action is taken for the appointment of such a person; or
 - iii. the corporation is, states that it is, or becomes unable to pay its debts when they fall due or is deemed unable to pay its debts under the Corporations Act 2001 (Cth); and



b) in relation to an individual:

- i. the person is unable to pay his or her debts as they fall due or otherwise becomes insolvent or bankrupt;
- ii. the person dies; or
- iii. the person becomes incapable of managing his or her own affairs for any reason.

Intellectual Property Rights means all intellectual property rights including, without limitation, copyright, trade marks (whether registered or not), brand names, trade names and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific literary or artistic fields, whether registrable or not and wherever existing in the world.

Order means a purchase order for the Goods or Services given by the Company to the Supplier.

Personnel means an officer, employee, agent or contractor of the relevant party.

Policies and Procedures means the Bega Group policies and procedures in place as at the date the Order was issued by the Company, as notified to the Supplier, including the Bega Group's:

- a) Anti-Fraud and Corruption Policy,
- b) Chain of Responsibility Policy,
- c) Code of Conduct,
- d) Ethical Sourcing Policy,
- e) Health and Safety Policy,
- f) Sustainable Palm Oil Sourcing Policy,
- g) Life Saving Rules,
- h) Bega Safety Principles, and
- i) Supplier Responsible Sourcing Code,

available on the Bega Group corporate website (*currently available on the business conduct page*)

<https://begagroup.com.au/business-conduct/>.

Price means the price payable for the Goods and/or Services as identified in the Order or otherwise agreed by the parties in writing.

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).

Services means the services to be supplied by the Supplier to the Company under the Contract, as described in the Order or otherwise agreed by the parties in writing.

Small Business has that meaning set out in section 23(4) of the Australian Consumer Law.

Specifications means the specifications as to the type and quality of the Goods or Services described in the Order or otherwise agreed by the parties in writing.

Supplier means the supplier of the Goods or Services to the Company as identified in the Order.

Tax Invoice means a tax invoice under the GST Law.

Taxable Supply means the same as in the GST Law.



2. Contract

If there is a separate written agreement between the Supplier and the Company in relation to the supply of the Goods or Services, that separate written agreement will apply to the exclusion of these Conditions. If these Conditions otherwise apply:

- a) the Conditions, together with any Order given by the Company to the Supplier, constitute all of the terms of the Contract;
- b) by supplying or agreeing to supply the Goods or Services, the Supplier accepts and agrees to be bound by the Conditions; and
- c) to the extent permitted by law, all other terms and conditions, express or implied, including any alternate terms proposed by the Supplier (including as printed on consignment notes or other documents), will be of no legal effect and are excluded.

3. Orders

- 3.1 The supply or agreement to supply Goods or Services under each Order will give rise to a separate Contract. Any forecast provided by the Company of its future requirements is indicative only and will not be binding on the Company.
- 3.2 The Supplier agrees to supply the Goods and/or Services, as set out in each Order, to the Company upon the terms of the Contract.

4. Cancellation by Company

- 4.1 The Company may cancel a Contract if the Supplier does not carry out (in whole or in part) a material obligation at the time and in the manner required under the Contract and either:
 - a) the Company, acting reasonably, does not believe the breach of the material obligation is capable of remedy; or
 - b) the Company has provided a notice of default to the Supplier and the Supplier fails to remedy that default within the time specified in the notice of default; or
 - c) an Insolvency Event occurs in relation to the Supplier.
- 4.2 The Company may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, cancel a Contract at any time by giving written notice to the Supplier. If the Company cancels a Contract under this sub-clause, it will pay the Supplier:
 - a) for the Services performed prior to the date of termination (and not yet paid) under that Contract; and
 - b) reimburse the Supplier for any unavoidable direct costs or expenses that the Supplier has reasonably incurred as a direct result of the termination and that the Supplier is not able to recoup or otherwise mitigate.

5. Cancellation by Supplier

The Supplier may cancel a Contract if the Company does not carry out (in whole or in part) a material obligation at the time and in the manner required under a Contract and either:

- a) the Supplier, acting reasonably, does not believe the breach of the material obligation is capable of remedy; or
- b) the Supplier has provided a notice of default and the Company fails to remedy that default within the time specified in the notice of default; or
- c) an Insolvency Event occurs in relation to the Company.



6. Warranties for Goods

The Supplier represents and warrants to the Company that:

- a) the Goods will conform to the Specifications and all other quality standards specified in the Contract;
- b) the Goods will be fit for their purpose and of merchantable quality;
- c) the Goods will be packed in packaging that is suitable to ensure that the Goods are delivered in a safe and undamaged state to the Company;
- d) the Goods will comply with all relevant Australian standards or laws applicable to the Goods;
- e) the Goods are supplied to the Company free of any encumbrances and third-party rights; and
- f) the Goods do not infringe the Intellectual Property Rights of any third party.

7. Manufacturer's Warranty

Where any of the Goods supplied under the Contract are subject to a manufacturer's warranty, the Supplier will provide details of the warranty to the Company and procure that the Company obtains the benefit of the warranty.

8. Warranties for Services

The Supplier represents and warrants to the Company that:

- a) it has the necessary expertise, resources and facilities to provide the Services in accordance with the Contract;
- b) the Supplier's Personnel engaged in the provision of the Services are suitably qualified and experienced;
- c) the Supplier will comply with all relevant laws and hold all necessary licences, authorisations and consents in connection with the Services;
- d) the Supplier will provide a safe system of work for all Personnel engaged in the Services and ensure that they wear or utilise appropriate safety equipment;
- e) the Services will be fit for the purpose for which the Company requires the Services;
- f) the Supplier will perform the Services with due care, diligence and skill in a timely and professional manner and in accordance with the Company's reasonable directions; and
- g) the Services will conform to the Specifications, all applicable laws and any other quality standards specified in the Contract.

9. Indemnity

9.1 The Supplier indemnifies the Company against any loss or liability the Company incurs arising from or in connection with:

- a) any breach of the Contract by the Supplier, including a breach of a warranty or representation in the Contract;
- b) any negligence of or breach of law by the Supplier in connection with the Supplier's performance of its obligations under the Contract;
- c) the death of or injury to any person (including any of the Supplier's Personnel) that is caused by the Supplier or occurs in the course of, or as a result of, the Supplier's performance of its obligations under the Contract; or



d) any damage to property that is caused by the Supplier or occurs in the course of, or as a result of, the Supplier's performance of its obligations under the Contract.

9.2 Any amount the Company claims under any of the above indemnities will be reduced proportionally to the extent the Company causes or contributes to the loss, damage, liability, claim or expense.

9.3 Each party has a duty to mitigate any loss or liability that would otherwise be recoverable from the other party under this Contract by taking appropriate and commercially reasonable steps to reduce or limit that amount.

10. Re-Supply

Without limiting the Company's rights under the Contract, the Supplier must, if requested by the Company and at the Company's election, promptly and at its own cost:

a) re-supply any Goods or Services that do not comply with the Contract; or

b) refund the Price paid for any Goods or Services that do not comply with the Contract.

The Supplier must promptly notify the Company if it becomes aware that any Goods or Services supplied do not comply with the requirements of the Contract.

11. Provision of Information

The Supplier must promptly provide all information that the Company reasonably requests in relation to the Goods or Services. The Supplier must also do all things reasonably requested by the Company, including providing information and documents, to enable the Company to review and assess the Supplier's compliance with the Contract's requirements.

12. Mandatory Notification

Without limiting the Supplier's obligations under the Contract, the Supplier must promptly notify the Company of the following:

a) any proposed change relating to the production of the Goods, including a change to the source or nature of raw materials or processes used in the production of the Goods or any change which may affect the Specifications;

b) any change to the name, address or ownership of the Supplier or the location in which the Goods are produced; and

c) any proposed material change to the Supplier's operations that may adversely impact on the Goods' compliance with the Specifications or other requirements of the Contract.

13. Access to Premises

The Supplier must, subject to receiving at least 48 hours' prior notice from the Company, allow the Company's Personnel access to the Supplier's premises for the purposes of reviewing and auditing compliance with the Specifications and any other quality standards applicable to the Goods or Services. The Company's Personnel will conform to all reasonable conditions of entry to the Supplier's premises for the purposes of this clause.

14. Policies and Procedures

The Supplier must ensure that the Supplier and the Supplier's Personnel comply with the Policies and Procedures relevant to the supply of the Goods or Services and while attending the Company's premises.

15. Price

The Company will pay the Price for the Goods or Services. The Company is not required to pay for Goods or Services that do not comply with the requirements of the Contract. No change to the Price will be made without the prior written approval of the Company.



16. GST

Unless otherwise specified in the Order, the Price is exclusive of GST. If the sale of Goods or Services constitutes a Taxable Supply, the Company will pay the GST applicable to that supply, subject to the Supplier providing a Tax Invoice.

17. Invoices

Each invoice for Goods or Services must satisfy the requirements of a Tax Invoice and clearly show all relevant data and calculations and other information reasonably requested by the Company, including any Order number.

18. Price Inclusive

Unless otherwise specified in the Order or agreed by the parties in writing, the Price is deemed to include, and the Supplier is responsible for the payment of, all costs associated with the delivery of the Goods or the performance of the Services, including all packaging and transportation costs, the costs of insuring the Goods up to the time of delivery, all costs of importing the Goods and clearing them through customs and all travel and accommodation costs of the Supplier's Personnel. If the Company agrees to reimburse any costs the Supplier incurs in connection with the supply of the Goods or Services, the Supplier must provide all documents and information the Company requires in relation to those costs prior to reimbursement.

19. Payment Terms

Except as permitted by the Contract or required by law:

- a) if the Supplier is not a Small Business, the Company will pay all undisputed amounts invoiced for the Goods and Services supplied by the first Tuesday after the second month end following the month the Supplier provided an invoice for those Goods and Services to the Company; or
- b) if the Supplier is a Small Business, the Company will pay all undisputed amounts for the Goods and Services within 21 days of receiving a valid Tax Invoice.

20. Set-off

The Company may set-off any amounts owing by the Supplier to the Company against amounts due and payable by the Company to the Supplier. If the Supplier is a Small Business, the Company must obtain the Supplier's consent before any set-off, such consent from the Supplier is not to be unreasonably withheld.

21. Insurance

21.1 The Supplier must effect and maintain the following insurance:

- a) public liability insurance for an amount of at least \$20 million or such other amount as may be agreed;
- b) comprehensive motor vehicle insurance for all vehicles used in connection with the supply of the Goods or Services;
- c) workers compensation insurance as required by law; and
- d) such other insurances as are stated in the Order.

21.2 The Supplier must provide to the Company, on request, evidence that the insurance required under this clause is in place.

22. Delivery, title and risk

The Supplier must deliver Goods to the place and by the date specified in the Order or otherwise agreed by the parties in writing. Title to, and risk in, the Goods will pass to the Company upon delivery of the Goods to the Company, subject to the Company's right to return Goods that do not comply with the requirements of the Contract.



23. Intellectual Property

The Supplier is not entitled to use any of the Company's Intellectual Property Rights without the Company's prior written approval. If the Company gives its approval, the Supplier is only entitled to use the Intellectual Property Rights for the purpose of supplying the Goods or Services to the Company.

24. Ownership of Documents

24.1 Unless otherwise agreed, subject to clause 24.2 below, the Company owns all drawings, specifications, instructions, manuals, reports and/or other documents the Company provides to the Supplier in connection with the Goods or Services or produced by the Supplier as part of its supply of the Goods or Services, and all Intellectual Property Rights in them.

24.2 Each party retains all rights in its Existing Intellectual Property.

25. Confidential Information

25.1 Both parties must:

- a) maintain the confidentiality of the Confidential Information;
- b) only use the Confidential Information in connection with the supply and/or receipt and use of the Goods or Services; and
- c) not make any public statement about the Contract or their relationship, without the other party's prior consent.

25.2 A party is not prevented from disclosing or using Confidential Information which:

- a) is, or has become, part of the public domain otherwise than through a breach of an obligation of confidence owed to the other party;
- b) is required to be disclosed by law or the rules of any stock exchange, or where such disclosure is reasonably required for the primary purpose of enforcing the party's legal right or remedy;
- c) the party created independently of any of the other party's Confidential Information.

26. Fraud and Corruption

The Bega Group will not tolerate any acts of attempted acts of fraud or corruption in any form whether direct or indirect. The Bega Group considers that fraud or corruption is a very serious offence and may result in criminal proceedings, other penalties and disciplinary action. Any suspected incidences of fraud or corruption must be reported to the Bega Group Whistle Blower hotline.

27. Modern Slavery Assessment

27.1 The Supplier agrees to provide all relevant information relating to the Supplier's supply chain (including information about its third-party suppliers), to the extent reasonably requested by the Company in order for the Company to review and report on its compliance with applicable modern slavery legislation.

27.2 Upon the Company's request, the Supplier must purchase and maintain up to date membership through Sedex, create a link to the Company (ZC1021751) and allow the Company visibility of data by for all the Supplier's sites that are used in the performance of its obligations under the Contract.

27.3 The Supplier acknowledges that the Supplier is responsible for all costs of compliance with this clause (including membership costs of Sedex).

28. Vienna Convention

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to the Contract.



29. Assignment

The Supplier cannot assign, novate or sub-contract any of its rights or obligations under the Contract without the Company's prior written consent, such consent not to be unreasonably withheld. The Company may assign, novate or sub-contract its rights or obligations under this Contract without the prior written consent of the Buyer to any Related Bodies Corporate of the Bega Group or a bona fide purchaser of the assets or business of the Company.

30. Variation

The Contract can only be varied with the written agreement of both parties.

31. Governing Law

The Contract will be governed by the law of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

These terms were last updated in November 2023.