

Special Conditions for Private Label Products

Subject to any separate written agreement signed by the Supplier and the Buyer, these Special Conditions are intended to apply where the Supplier is engaged to supply Private Label Products (as defined in clause 1.1 below) in addition to the General Terms for Goods for Resale (as published on Viva Energy's website at <https://www.vivaenergy.com.au/gfrsuppliercentral>) and these Special Conditions will prevail to the extent of any inconsistency with the General Terms for Goods for Resale.

Agreed Special Conditions

1 Application and interpretation of these Special Conditions

- 1.1 These Special Conditions are intended to apply in addition to the General Terms for Goods for Resale but only where and to the extent that the Supplier is providing contract manufacturing services for the manufacture of the Buyer's own branded products, referred to in these Special Conditions as "the Private Label Products". Accordingly, the Supplier acknowledges and agrees that:
 - (a) references to "Goods" in the General Terms for Goods for Resale shall be understood to refer to the Private Label Products manufactured by the Supplier as relevant; and
 - (b) in the event of any inconsistency between these Special Conditions and the General Terms for Goods for Resale, these Special Conditions shall prevail and replace any equivalent provisions in the General Terms to the extent of such inconsistency but otherwise the order of precedence as set out in clause 18.3 of the General Terms for Goods for Resale shall apply.

2 Intellectual Property and branding

- 2.1 The Buyer grants to the Supplier during the Term a non-exclusive, revocable, royalty free licence to use the Buyer's Trade Mark and Specifications (as identified in the Trading Terms) only in relation to the Private Label Products and to carry out its obligations under this Agreement.
- 2.2 All Intellectual Property Rights in and to the Private Label Products (including packaging, artwork, and specifications) vest in the Buyer immediately upon creation.
- 2.3 The Supplier assigns all current and future Intellectual Property Rights in the Private Label Products to the Buyer and will obtain all necessary moral rights waivers and consents from its personnel and subcontractors.
- 2.4 The Supplier must not use the Buyer's Intellectual Property except as expressly permitted under these Special Conditions and only for the purpose of manufacturing and supplying the Private Label Products to the Buyer.
- 2.5 The Supplier warrants that the importation, promotion, sale, resale of the Private Label Products, or the use of photos or text provided by the Supplier in relation to the Private Label Products in advertising or marketing materials, will not infringe any persons Intellectual Property rights or other rights.
- 2.6 Upon termination or expiry of the Agreement, the Supplier must immediately cease all use of the Buyer's Intellectual Property and deliver or destroy (as directed by the Buyer in writing) all materials bearing the Buyer's branding as directed by the Buyer.
- 2.7 The Supplier must not during the Term or afterwards do anything to impair, damage, challenge or endanger the Buyer's Intellectual Property Rights or the Buyer's title to it.

3 Exclusivity

- 3.1 The Supplier must not supply any products identical or substantially similar to the Private Label Products to any other convenience, fuel/petrol, or supermarket retailer in Australia.
- 3.2 The Supplier must not use the same or similar packaging design for any other customer in the convenience or fuel sector.
- 3.3 The Supplier must not use, copy, distribute, disclose or reproduce the Buyer's Trade Mark or Intellectual Property Rights for any other customer or party.

4 Samples and specifications

- 4.1 The Supplier must provide the Buyer with samples of all Private Label Products to be manufactured by the Supplier for the Buyer's prior written approval (**Initial Sample**) before commencing production of the Private Label Products; and a sample of the finished Private Label Products (**Shipping Sample**) to be shipped for the Buyer's prior written approval prior to each shipment (together, **Samples**).
- 4.2 The Supplier must manufacture all Private Label Products strictly in accordance with the approved Samples and Specifications provided by the Buyer.
- 4.3 The Buyer may cancel a Purchase Order that has not been Delivered, at no cost to the Buyer, if the Buyer determines, acting reasonably, that a Shipping Sample is not in accordance with the Initial Sample approved by the Buyer or the Buyer is not satisfied that the Private Label Products will be Delivered in accordance with the approved Samples.
- 4.4 The Buyer may inspect the Supplier's facilities and production processes upon reasonable notice to verify compliance with Specifications.

5 Quality and Compliance

- 5.1 The Supplier warrants that all Private Label Products are new, of merchantable quality, fit for their intended purpose, comply with all applicable Australian laws, standards, and Buyer's specifications, and are free from defects.
- 5.2 The Supplier must maintain a quality management system that meets industry best practice and Buyer requirements.
- 5.3 Supplier must meet any additional certification or accreditation requirements specified by Buyer.
- 5.4 The Supplier must not modify the Products or manufacturing process without prior written consent from the Buyer.

6 Range management and changes

Ranging and delisting

- 6.1 The Buyer retains full discretion to determine Private Label Product ranging and delisting.
- 6.2 The Buyer may cease ordering Private Label Products with reasonable notice if performance targets or ranging principles are not met.
- 6.3 The Supplier must provide at least six months' written notice before discontinuing any Private Label Product. The Supplier must fulfil all outstanding orders placed prior to the notice of discontinuance

Change Control

- 6.4 Any changes to product specifications, formulations, or packaging must be approved in writing by the Buyer prior to implementation.
- 6.5 The Supplier must provide cost and timing estimates for any Buyer-requested changes and proceed only upon written approval.

7 Pricing review mechanism

- 7.1 Price remains fixed unless a review mechanism is agreed in the Trading Terms.
- 7.2 The Buyer may request price review at agreed intervals

8 Volume and inventory management

Forecasting and demand planning

- 8.1 The Buyer may provide indicative, non-binding forecasts of anticipated demand for Private Label Products to assist with production planning. These forecasts do not constitute a commitment to purchase the forecasted quantities.

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- 8.2 The Supplier must use commercially reasonable efforts to plan production based on such forecasts and maintain capacity to meet anticipated demand.
- 8.3 The Supplier must manage inventory prudently and not hold more than the agreed weeks of stock or packaging. For clarity, estimated volumes are indicative only; there is no guarantee of minimum orders unless agreed in the Trading Terms.

Minimum order quantities

- 8.4 Minimum order quantities and minimum batch sizes for Private Label Products are as specified in the Trading Terms or as otherwise agreed in writing.
- 8.5 The Supplier must not reject any Purchase Order that meets the agreed minimum order quantity and batch size requirements, except where permitted under these Special Conditions.
- 8.6 Any variation to minimum order quantities or batch sizes must be agreed in writing by both Parties.

9 Regulatory compliance, product recall and withdrawal

Regulatory compliance

- 9.1 The Supplier must assist the Buyer with regulatory notices, responses, audits, and compliance matters upon request.
- 9.2 The Supplier must promptly notify the Buyer of any regulatory inspections or actions affecting Private Label Products.

Product recall

- 9.3 The Supplier must cooperate fully with the Buyer in any product recall or withdrawal, whether voluntary or mandatory, and bear all associated costs unless caused by the Buyer's negligence or wrongful act.
- 9.4 The Supplier indemnifies the Buyer against all claims, costs, and losses arising from any recall or withdrawal of Private Label Products due to non-compliance or defect attributable to the Supplier.
- 9.5 The Supplier must provide detailed batch and traceability information upon request

10 Business continuity, compliance with Laws and Policies

Business continuity

- 10.1 The Supplier must maintain and implement a business continuity and disaster recovery plan to ensure ongoing supply of Private Label Products.
- 10.2 The Supplier must provide a copy of such plan to the Buyer upon request.
- 10.3 The Supplier must cooperate fully with the Buyer during the initial implementation phase of this Agreement to ensure a smooth transition into manufacturing and supply of Private Label Products. This includes:
 - (a) Providing all necessary technical information, specifications, and documentation required for production setup.
 - (b) Supporting Buyer's onboarding activities, including training sessions, quality assurance checks, and system integration
 - (c) Ensuring readiness to meet agreed timelines for first production runs and delivery milestones.
 - (d) Participating in joint planning meetings and providing status updates until the transition is complete.
- 10.4 Upon expiry or termination of this Agreement for any reason, the Supplier must:
 - (a) Continue to supply Private Label Products for any outstanding Purchase Orders accepted prior to termination.
 - (b) Provide reasonable assistance to the Buyer to transition manufacturing to an alternative supplier, including

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sharing relevant technical data, specifications, and quality documentation.

- (c) Return or destroy all Buyer-owned materials, tooling, and confidential information as directed by the Buyer.
- (d) Cooperate in good faith to minimize disruption to Buyer's supply chain and ensure continuity of product availability during the transition period.

Compliance with laws

- 10.5 The Supplier must comply with all applicable Laws, including modern slavery, bribery, corruption, and trade sanctions laws. The Supplier must maintain policies and procedures to ensure compliance and provide evidence upon request.
- 10.6 Without limiting the above, the Supplier must comply with all applicable:
 - (a) health, safety, and environmental laws and promptly report any incidents to the Buyer. The Supplier must ensure its personnel complete any Buyer-mandated safety induction or accreditation requirements prior to accessing Buyer sites.
 - (b) industrial relations laws and keep the Buyer informed of any disputes that may impact supply and must not join the Buyer to any industrial dispute

Audit

- 10.7 The Buyer may audit the Supplier's records, processes and manufacturing facilities upon reasonable notice to verify compliance with these Special Conditions and applicable Laws.
- 10.8 The Supplier must maintain accurate records for at least 7 years

11 Insurance

- 11.1 The Supplier must hold and maintain insurance as required in accordance with the requirements set out in the General Terms for Goods for Resale and, additionally, must hold and maintain professional indemnity insurance of not less than AUD \$5 million.
- 11.2 Certificates of currency must be provided to the Buyer upon request.

12 Termination and suspension

- 12.1 In addition to the Buyer's rights under the General Terms (including the Supplier's indemnities), the Buyer may terminate this Agreement immediately if the Supplier breaches any obligation under these Special Conditions or fails to maintain exclusivity or infringes (or participates in unauthorised use of) the Buyer's Intellectual Property Rights.
- 12.2 The Buyer may suspend the Agreement for any reason and reimburse the Supplier for reasonable substantiated costs incurred up to the date of suspension, excluding loss of profit.

13 Confidentiality

- 13.1 The Supplier must keep all Confidential Information (including product formulations, specifications, and branding) strictly confidential and must not disclose or use such information except as necessary to perform its obligations under this Agreement.

14 Governing Law

- 14.1 These Special Conditions are governed by the laws of Victoria, Australia.

This schedule sets out the Trading Terms applicable to Private Label Manufacturing arrangements. It is intended to be read in conjunction with the Special Conditions for Private Label Products and the General Terms for Goods for Resale.

Item	Agreed Term
Agreement Scope	<p>Terms apply where supplier provides contract manufacturing for Buyer's own-brand private label products. The Special Conditions prevail over the General Terms for Goods for Resale if inconsistent.</p> <p>Description of Private Label Products to be supplied by the Supplier, is set out in [insert reference to document which describes Private Label Products to be manufactured by the Supplier, including specification etc.]</p>
IP & Branding Licence	<p>Supplier is granted a non-exclusive, revocable, royalty-free licence to use Buyer trademarks/specifications (as depicted/described below) solely to manufacture & supply the Private Label Products during the Term. Such licence ceases on expiry/termination.</p> <p>Buyer trademarks/specification are: [insert]</p>
Exclusivity	<ul style="list-style-type: none"> Supplier must not supply identical/substantially similar products to other fuel/convenience/supermarket retailers in Australia. Supplier must not reuse similar packaging design in convenience/fuel; must not reproduce Buyer IP for others.
Samples & Approvals	<p>Initial Sample is required and must be approved by Buyer before production.</p> <p>Shipping Sample required and must be approved prior to each shipment.</p> <p>Buyer may cancel undelivered POs at no cost if Shipping Sample deviates from approved Initial Sample or Buyer reasonably expects non-conformance.</p>
Specifications Compliance	<p>Supplier must manufacture strictly to approved Samples & Buyer Specifications; no product or process modifications without prior written Buyer consent.</p>
Quality & Fitness	<ul style="list-style-type: none"> Products must be new, merchantable, fit for purpose, defect-free, and comply with Australian laws/standards and Buyer specs. Supplier must maintain a Quality Management System meeting industry best practice and Buyer requirements. Supplier must abide by Buyer's Food and Quality Standards as set out in Food and Quality Standards Handbook (published on GFR Supplier Central, as updated from time to time).
Ranging & Delisting	<ul style="list-style-type: none"> Buyer retains full discretion over ranging/delisting. Buyer may cease ordering with reasonable notice if targets/principles not met. Supplier must give ≥6 months written notice before discontinuing any product and fulfil outstanding orders placed prior to notice.
Change Control	<ul style="list-style-type: none"> Any changes to specs/formulations/packaging require written Buyer approval. Supplier to provide cost/timing estimates before proceeding with Buyer-requested changes.

Item	Agreed Term
Pricing	<ul style="list-style-type: none"> Unit pricing: [to be agreed – as set out in [insert reference to document which describes the agreed pricing]]; Currency: AUD; price is fixed unless a review mechanism is agreed in these Trading Terms.
Price Review Mechanism	Review frequency: [e.g., semi-annual/annual]; triggers: [e.g., verified material cost index, FX bands, legislative changes]; evidence requirements: [to be agreed]; Change effective only upon written agreement.
Forecasts (Non-binding)	<ul style="list-style-type: none"> Buyer may provide indicative, non-binding demand forecasts for planning; Supplier uses commercially reasonable efforts to plan capacity; forecasts do not constitute purchase commitments.
Inventory Caps	<ul style="list-style-type: none"> Supplier to manage prudently and not hold more than [e.g., 6–8 weeks] of finished goods or [e.g., 8–12 weeks] of packaging (as agreed); indicative volumes are not minimums unless specified herein.
Minimum Order Quantity (MOQ) / Batch Size	<ul style="list-style-type: none"> MOQ: [to be agreed]; minimum batch: [to be agreed]. Supplier must accept any PO meeting agreed MOQ/batch, except as permitted under Special Conditions.
Lead Times	<ul style="list-style-type: none"> Standard manufacturing lead time from PO acceptance: [e.g., 4–6 weeks]; Shipping Sample approval timeline: [e.g., ≤5 business days]; expedited orders subject to feasibility and agreed surcharges [if any].
Purchase Orders	<ul style="list-style-type: none"> Ordering method: [e.g., Buyer's PO portal]; PO acceptance SLA: [e.g., 2 business days]; changes/cancellations per Samples/Change Control provisions and agreed service windows.
Delivery & Incoterms	<ul style="list-style-type: none"> Delivery terms: [e.g., DDP Buyer DC, VIC] or [FOB Supplier's site]; delivery window [e.g., 3–5 business days from dispatch]; partial deliveries [allowed/not allowed] per PO.
Packaging & Labelling	Must comply with Buyer specifications, Australian standards, and approved artwork; no deviations without written approval; sustainability/packaging targets [to be inserted if applicable].
Payments	<ul style="list-style-type: none"> Time for Invoicing [e.g. on delivery, 30% on placement of order, balance on delivery] Payment terms: [e.g., Net 30 days EOM from valid invoice]; Invoicing requirements [e.g., PO match, line-level detail, batch refs]
Insurance	Maintain insurances per General Terms plus professional indemnity ≥ AUD \$5,000,000; provide certificates of currency upon request.

