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1. Application

- 1.1 These General Terms for supply of Goods for Resale (**these General Terms**) apply to the supply of all Goods by the Supplier to the Buyer and supersede all previous versions agreed in writing by the Supplier and the Buyer.
- 1.2 The Supplier acknowledges and agrees that the Buyer may distribute, sell, supply or resell the Goods to any person or entity through any of its Stores located in Australia or anywhere in the world by retail or any other means.

2. Ordering and the Agreement

No commitment to purchase

- 2.1 Unless the Buyer has agreed differently with the Supplier, the Buyer is
 - (a) under no obligation to commence or continue to order from the Supplier or to issue any Purchase Order to the Supplier; and
 - (b) not required to purchase any Goods exclusively from the Supplier.

Ordering and formation of the Agreement

- 2.2 The Buyer may issue Purchase Orders to the Supplier using such ordering methods and processes as agreed between the Buyer and the Supplier from time to time, which may include manual entry via an online portal, electronic data interchange (**EDI**), or other systems or formats. The Parties acknowledge and agree that such methods may be varied or supplemented by mutual agreement to suit operational requirements.
- 2.3 The Supplier may accept a Purchase Order by any of the following methods:
 - (a) confirming acceptance via a designated supplier portal;
 - (b) transmitting an electronic confirmation through EDI; or
 - (c) commencing performance of the Purchase Order, including preparing, packaging, or dispatching the Goods.

Where no formal acceptance is provided, the Supplier will be deemed to have accepted the Purchase Order upon any action consistent with fulfilling the Purchase Order or by not rejecting the Purchase Order within two business days of receipt.
- 2.4 Each time the Supplier accepts a Purchase Order from the Buyer (see clause 2.3 above), the following documents will form the Agreement:
 - (a) the Trading Terms as agreed by the Parties from time to time or any other separate written agreements entered by the

Buyer and the Supplier relevant to the supply of Goods;

- (b) these General Terms;
- (c) the Agreement Form (including the 'Supply Details Sheet') signed by the Parties or if no Agreement Form has been signed, the Supplier Registration Form signed by the Supplier;
- (d) the relevant Purchase Order; and
- (e) all other documents attached to or referenced in (a), (b), (c) or (d) including the Buyer's Policies and Procedures as relevant to the supply of Goods.

Cancellation or suspension

- 2.5 The Buyer may cancel or suspend a Purchase Order and an Agreement for any one or more of the below commercial reasons:
- (a) The Goods have not been Delivered by the applicable Delivery Date and the Buyer has elected not to accept late delivery;
 - (b) The Supplier is in material breach of the Agreement;
 - (c) The Supplier ceases or threatens to cease to carry on business or becomes subject to an Insolvency Event (to the extent permitted by law);
 - (d) The Supplier does anything which (i) brings or is likely to bring the Supplier's reputation into disrepute and, consequently, the Buyer believes (acting reasonably) that any continued association with the Supplier would be detrimental to the Buyer's reputation, or (ii) is likely to have an adverse or detrimental effect on the Buyer's reputation;
 - (e) The Supplier undergoes a change of control and that change of control results in a Buyer competitor obtaining an interest in the Supplier (either directly or indirectly), or in the Buyer's reasonable opinion will affect the Supplier's ability to perform its obligations under the Agreement; or in the Buyer's reasonable opinion may results in the Buyer breaching applicable laws, including sanctions, export controls, or other regulatory restrictions by continuing to transact with the Supplier; and
 - (f) The Purchase Order relates to a promotion funded by the Supplier, and the Buyer either: (i) obtains written consent from the Supplier to the cancellation; (ii) gives the Supplier reasonable written notice of the cancellation; or (iii) compensates the Supplier for any net costs, losses or expenses incurred or suffered by the Supplier as a direct result of the cancellation.

In any of the above circumstances (except as outlined in subclause (f) above, the Buyer will not be required to pay or compensate the Supplier or any third party in respect of the cancelled Purchase Order or Agreement.

- 2.6 In addition to clause 2.5, the Buyer may, at its sole discretion, cancel or suspend a Purchase Order or this Agreement (in part or in full) for any reason, provided that:
- (a) the Buyer compensates the Supplier for its reasonable and substantiated costs actually incurred up to the time of cancellation or suspension, including any non-cancellable commitments, but excluding loss of profit, loss of opportunity, or consequential loss; and
 - (b) the Supplier provides evidence of such costs within 10 business days of the Buyer's request.

3. Policies and procedures

- 3.1 The Supplier is required to comply with the Buyer's Policies and Procedures or alternatively, demonstrate compliance through its own policies and procedures that address the same subject matter and achieve substantially equivalent standards. If the Supplier believes that it is unable to comply with any of the existing Policies and Procedures, then it must notify the Buyer immediately. Following such notification the Buyer may, at its option, acting reasonably, agree with the Supplier on an alternative requirement that meets the intent of the relevant policy or procedure. If no alternative arrangements or requirements can be agreed or are available that meet the Buyer's intended outcomes, the Buyer may elect to cancel the relevant Purchase Order or terminate the Agreement (in whole or in part). For clarity, nothing in this clause limits or affects the Buyer's rights or remedies in respect of any material non-compliance by the Supplier with the Buyer's Policies and Procedures.
- 3.2 The Supplier acknowledges that the Buyer's Policies and Procedures may be updated from time to time and agrees to comply with the latest version as published on the Buyer's designated platforms or otherwise notified to the Supplier. The Supplier is responsible for monitoring such updates and implementing any necessary changes to its processes at its own cost.

4. Goods and delivery

Goods Requirements

- 4.1 All Goods must meet the Goods Requirements. The Supplier, must upon request of the Buyer, cooperate with and provide all necessary evidence to demonstrate compliance with the Goods Requirements.

Delivery method

- 4.2 The Supplier must deliver Goods in accordance with the delivery method specified in the relevant Purchase Order or as otherwise agreed in writing. Delivery methods may include but are not limited to:
- (a) Direct-to-store delivery (**DTS**).
 - (b) Delivery to centralised distribution centres (**DC**).
 - (c) Cross-docking, drop shipment, or third-party logistics (**3PL**) arrangements.
- 4.3 The Buyer may, at its discretion and upon reasonable notice, nominate an alternative delivery method, including collection of Goods by a Buyer-nominated carrier from the Supplier's premises or warehouse. The Supplier must cooperate fully with such arrangements and ensure Goods are made available for collection in accordance with the agreed schedule, packaging standards, and any applicable handling or temperature control requirements. Failure to deliver in accordance with the specified method may result in rejection of Goods or other remedies as set out in these General Terms.
- 4.4 Where the Buyer nominates an alternative delivery method, the parties must negotiate in good faith any necessary adjustments to the Price of the Goods to reflect:
- (a) additional actual costs reasonably incurred by the Supplier (e.g., handling, preparation for collection); or
 - (b) any reduction in costs (e.g., freight, distribution allowances) resulting from the Buyer assuming responsibility for delivery.
- The overriding principle is that the adjusted price will fairly reflect the net change in actual costs incurred or saved by the Supplier due to the alternative delivery method. Unless otherwise agreed, the Buyer will bear the freight costs associated with its nominated carrier.
- 4.5 Failure to comply with the specified or nominated delivery method may result in rejection of Goods or other remedies as set out in these General Terms. The Buyer may refuse to accept delivery of any Goods if the Goods or their packing, loading, handling, shipping or transportation do not comply with the Agreement.

Commitment to meeting timeframes

- 4.6 The Supplier must deliver all Goods in full and by the applicable Delivery Date, using reasonable commercial efforts to:
- (a) accept and process orders promptly;
 - (b) ship and deliver Goods within the response times specified in the Trading Terms; and
 - (c) where the Trading Terms requires, maintain standing capability to supply Goods in line with Buyer forecasts provided from time to time for demand and supply planning.
- 4.7 The Supplier must promptly notify the Buyer in writing of any actual or anticipated delay or shortfall in the delivery of Goods, including the nature and expected duration of the delay. Upon notification, the Supplier must propose and use reasonable endeavours to implement appropriate measures to mitigate or overcome the delay. Notwithstanding the foregoing, the Supplier shall not be liable for any delay caused by a Force Majeure Event or by any act or omission of the Buyer, including failure to provide necessary access, information, or approvals.

Special requirements for Overseas Goods

- 4.8 Where Goods are sourced from outside Australia, the Supplier must provide the Buyer with all necessary documentation to facilitate importation, including advance product samples for approval, shipping and customs documentation, country of origin declarations, inspection and testing reports, and commercial invoices detailing accurate product descriptions and values. If the Supplier is responsible for importation and customs clearance, it must obtain all required licences, permits, and approvals, and pay all applicable duties, tariffs, and taxes. The Supplier must correctly identify and apply the relevant tariff classifications and ensure that all import-related obligations are fulfilled efficiently and in compliance with applicable laws and regulations.

Inspection, rejection and quantity adjustment

- 4.9 The Buyer, or any third-party service provider engaged by the Buyer, may inspect the Goods upon delivery and reject any Goods that do not comply with this Agreement within a reasonable period after receipt. Without limiting the Buyer's rights of rejection, in respect of quantities:
- (a) where the Supplier delivers less than the quantity ordered the Buyer is only required to pay for the actual quantity of Goods delivered; and
 - (b) where the Supplier delivers more than the quantity ordered the Supplier is not entitled to charge for the excess and the Buyer may, at its discretion:
 - (i) accept or reject the excess Goods.
 - (ii) deem the Supplier's invoice to reflect only the quantity of Goods actually ordered and accepted.

The Buyer may return any rejected or excess Goods to the Supplier at the Supplier's cost, including freight and handling. If necessary, the Supplier must promptly issue a credit note for any overcharged amount.

5. Property and risk

5.1 Legal ownership in the Goods passes to the Buyer upon the earlier of:

- (a) Any payment of the Price by the Buyer; or
- (b) Delivery of the Goods.

For clarity, this does not affect the Buyer's right to reject Goods if entitled to do so under the Agreement.

5.2 Liability for loss or damage to the Goods remains with the Supplier until the Buyer takes physical possession of the Goods which will be when the Supplier Delivers the Goods in accordance with the Delivery Requirements set out in the Purchase Order or the Trading Terms as applicable.

6. Intellectual property rights

Intellectual Property Rights

6.1 The Parties acknowledge that:

- (a) all goodwill, rights, title and interest in the Buyer's Intellectual Property Rights is at all times owned by the Buyer and nothing in these General Terms conveys to the Supplier any right, title or interest in the Buyer's Intellectual Property Rights; and
- (b) Subject to clause 6.3, all goodwill, right, title and interest in the Supplier's Intellectual Property Rights are owned by the Supplier and nothing in these General Terms conveys to the Buyer any right, title or interest in the Supplier's Intellectual Property Rights.

6.2 To the extent that the Supplier requires in writing the use of the Buyer's Intellectual Property Rights for the purpose of performing its obligations under these General Terms, the Buyer may (but is not obliged to do so) grant the Supplier a non-exclusive, non-transferable, revocable licence to use the Buyer's Intellectual Property Rights for such purpose approved in writing by the Buyer. The Supplier must not do, or allow any person to do, anything that may affect the Buyer's Intellectual Property Rights, including by registering, or challenging our registration of, any of the Buyer's Intellectual Property Rights in any jurisdiction.

6.3 The Supplier grants to the Buyers a royalty free, non-exclusive, irrevocable, worldwide and perpetual licence to use the Supplier's Intellectual Property Rights in connection with the Goods and the right for the Buyer to advertise, market or promote the Goods for sale at its Stores including using photos, graphics, text, trademarks and other items created, provided, used or owned by the Supplier in relation to the Goods and take its own photos of the Goods for advertising and promotion of the Goods.

Intellectual Property Rights in Private Label Products

6.4 All Intellectual Property Rights in and to all Private Label Products created, manufactured or supplied by the Supplier to the Buyer vests in the Buyer immediately on creation and the Supplier:

- (a) assigns all current and future Intellectual Property Rights in the Private Label Products to the Buyer;
- (b) grants to the Buyer and will obtain any moral rights waivers and consents necessary to enable the Buyer to use and benefit from the Private Label Products in any manner; and
- (c) will, on the Buyer's request, sign all documents and do all things (including procuring that relevant personnel and subcontractors sign all documents), at the Supplier's cost, as may be necessary to vest, confirm, perfect and record ownership by us in accordance with this clause.

7. Warranties

Mutual warranties

7.1 Each party warrants to the other that:

- (a) it has the power and authority to enter into these General Terms, whether acting on its own behalf or as an agent for another party;
- (b) in entering into and performing its obligations under these General Terms it is not, and will not be, in breach of any Relevant Law or any obligation owed to another person; and
- (c) there is no current, pending or threatened litigation, arbitration, investigation, inquiry or proceeding in which it is involved that will or may reasonably be supposed to have an adverse effect on the other party's reputation or the performance of any of its obligations under these General Terms

Supplier warranties

7.2 The Supplier warrants, represents in respect of each Order, that:

- (a) The Goods will be new, of merchantable quality, free of any defects, fit for retail sale for their usual purpose for which the Goods are supplied;

- (b) The Goods (including their packaging and labelling) comply with the Goods Requirements, Buyer Policies and Procedures and Product Specifications (as applicable to the Goods) and have not been prohibited, banned or restricted from sale in Australia;
- (c) No Claims have been made or threatened by any third party challenging the Supplier's right to supply the Goods to the Buyer. The Supplier has full right, title, and authority to sell the Goods to the Buyer, and the Buyer's resale, promotion, importation, or distribution of the Goods will not result in any Claims. The Goods comply with all applicable customs, importation, and regulatory requirements necessary for lawful entry and resale in Australia;
- (d) All information provided with the Goods (such as instructions, manuals, product descriptions and warranties) is current and accurate and complies with all relevant laws;
- (e) The Supplier holds all necessary licences, permits, certifications, consents and authorisations required to supply the Goods and can produce (and undertakes to produce to the Buyer on request by the Buyer), certificates of compliance and/or other appropriate documentation to substantiate compliance with this warranty, the Goods Requirements, Australian product safety standards and laws or any other matter relating to the Supplier's sale, supply and Buyer's purchase and resale of the Goods under each Order;
- (f) The Supplier, its subcontractors and sub-suppliers will comply with chain of responsibility requirements in relation to the transportation of the Goods;
- (g) Where the Supplier has previously provided the Buyer with a sample, the Goods correspond with the most recent sample the Buyer approved;
- (h) The importation, promotion, sale, resale, or supply of the Goods, and the use of any images, text, or other artwork provided by the Supplier for advertising or marketing by either the Buyer or the Supplier, will not infringe any third party's Intellectual Property Rights and where the Goods are imported from, or manufactured by, a third party, the Supplier warrants that it has made all reasonable enquiries to confirm the accuracy of this warranty;
- (i) If any manufacturer, distributor, importer, supplier, or seller of the Goods provides warranties (including statutory warranties under Australian law), those warranties shall automatically extend to the Buyer and its customers. The Supplier undertakes to exercise all rights under such warranties for the benefit of the Buyer and its customers without requiring further documentation;
- (j) The Supplier warrants that, where it supplies Goods as an agent or authorised distributor on behalf of another party: (i) it is duly authorised to act in that capacity and to supply the Goods to the Buyer; (ii) such authority is valid, has not been revoked, suspended, or otherwise terminated; and (iii) the Supplier's actions in supplying the Goods do not breach any agreement or obligation with the principal or any third party; and
- (k) The Supplier warrants that it will comply and will ensure that its personnel, agents and subcontractors comply with the Buyer's Policies and Procedures, all reasonable instructions issued by the Buyer (including carrying sufficient means of personal identification) in relation to: (i) the delivery of Goods to the Buyer's stores, warehouses, or other designated locations; and (ii) entering and operating within any premises owned, leased, or controlled by the Buyer, including adherence to all applicable safety, security, and operational requirements.

7.3 The Supplier undertakes to:

- (a) Promptly inform the Buyer in writing of any change to any warranty given under this Agreement, any circumstances that may cause a warranty to cease to be valid or any circumstances that may reasonably give rise to a Claim by the Buyer under any indemnity in this Agreement.
- (b) Upon request, provide the Buyer with any reasonable information relating to the Goods, the Supplier's warranties under this Agreement or any matter relevant to the Buyer's rights or obligations in connection with the Goods.

8. Indemnities and insurances

Supplier's indemnity

- 8.1 The Supplier indemnifies and releases the Buyer, its officers, employees, and agents from and against any loss, damage, liability, cost, or expense (including reasonable legal costs) arising from or in connection with:
 - (a) Any breach by the Supplier of its warranties or obligations under these General Terms.
 - (b) Any Claim that the Goods (or their importation, sale, or resale) infringe the Intellectual Property Rights of any third party.
 - (c) Any failure of the Goods to comply with applicable laws, regulations, or standards relating to safety, labelling, packaging, or importation.
 - (d) Any recall, withdrawal from sale, or removal of the Goods from distribution channels, whether initiated by the Supplier, the Buyer, or mandated by a regulatory authority, including where such action is taken due to actual or perceived risk to public health, safety, or the environment, or any defect or non-compliance in the Goods.
 - (e) Any intended use of the Goods by the Buyer or any of its customers.

- (f) Any Claim relating to title or the Supplier's right to sell the Goods.

except that this indemnity does not apply to the extent that the loss or liability is caused by the Buyer's fraud, negligence or wrongful act or omission.

Insurances

- 8.2 The Supplier must, at its own cost, hold and maintain (and unless the Buyer otherwise agrees in writing, ensure that any subcontractor engaged by the Supplier in respect of this Agreement holds and maintains) insurance policies that are appropriate and adequate for the nature of the Goods and its obligations under this Agreement, including:
- (a) General and Products Liability Insurance (which may be a combined policy) fully indemnifying the Supplier against liability for property damage, personal injury or death arising directly or indirectly out of Goods manufactures, distributed or sold by the Supplier with a minimum annual coverage of not less than AUD \$20,000,000 in the aggregate;
 - (b) Transit Insurance covering the Goods while in transit until risk passes to the Buyer under these General Terms; and
 - (c) Workers compensation insurance as required by Law
- 8.3 The Supplier must provide the Buyer with certificates of currency or other evidence of such insurance upon request and must not do anything that would invalidate or prejudice such insurance.

9. Pricing, invoicing and payments

Pricing

- 9.1 The Price for the Goods shall be calculated in accordance with:
- (a) The prices set out in the relevant Purchase Order
 - (b) Any matters agreed in Trading Terms which relates to pricing; and
 - (c) Any separate written agreement between the Parties which relates to pricing.
- If the documents referred to in (b) and (c) above do not specify pricing, the price stated in the relevant Purchase Order shall not exceed the Supplier's prevailing standard wholesale price for the Goods at the time the Buyer places the relevant Purchase Order.
- 9.2 Unless otherwise specified, the price includes all costs incurred by the Supplier prior to Delivery, including but not limited to:
- (a) labelling and packaging charges, and all charges for delivery and off-loading Goods (including labour, storage, packing, loading, transportation, shipping, carriage and freight).
 - (b) all taxes, duties, excise, charges, fees and levies.
 - (c) all insurance costs.
- 9.3 For clarity, where Goods are imported or sourced from overseas, all costs, charges, and expenses up to the point of FOB (Free on Board) per Incoterms™ 2020 at the nominated port of shipment are the Supplier's responsibility and are deemed included in the price and similarly where Goods are delivered under any other delivery term (e.g., Incoterms™ 2020 CIF, DDP, or similar), all costs, charges, and expenses up to the agreed delivery point are the Supplier's responsibility and deemed included in the price.
- 9.4 Without limiting the above, the Supplier must not impose any additional charges for freight, handling, customs clearance, duties, taxes, or other costs unless expressly agreed in writing by the Buyer.

Invoicing and payment

- 9.5 The Supplier must nominate a bank account for payment for the Goods under this Agreement and ensure its bank account details are current and accurate at all times. The Supplier must notify the Buyer in writing of any changes to its bank account details.
- 9.6 The Supplier must submit an invoice for the Goods electronically setting out the details described in the Buyer's Policies and Procedures or as otherwise agreed with the Buyer. The Buyer will pay all valid and correctly issued Invoices in accordance with the payment terms set out in the Trading Terms or otherwise agreed in writing and in accordance with the Buyer's Policies and Procedures.
- 9.7 Times for payment will commence on the later of Delivery of the Goods and the Buyer receiving a valid and correctly issued invoice. Where the Supplier is a small business as assessed by the Buyer in accordance with the Buyer's Policies and Procedures, payment terms will not exceed 30 days.
- 9.8 The Supplier may be required, upon request of the Buyer to provide a monthly (or other periodic) statement of account showing a reconciliation of orders with payment received, including a breakdown of discounts, rebates or other deals and funds applied, paid or received in the relevant month (or another period).

Disputed invoices

- 9.9 If the Buyer reasonably believes that the Supplier has invoiced the Buyer for an incorrect amount or if the Supplier's Invoice does not include the details required under clause 8.6, then the Buyer may dispute the Invoice and the Buyer does not have to pay the disputed portion of the Invoice until the dispute or non-compliance has been resolved, but the Buyer must pay the undisputed portion. If a disputed portion has already been paid by the Buyer then the Buyer may withhold such disputed portion from a future amount due to the Supplier. The Supplier may not wholly or partially suspend, cancel or withdraw from the provision of the Goods under any Purchase Order because an Invoice has been disputed. The Parties agree to use their best efforts to resolve any dispute, controversy, or claim arising out of or relating to this Agreement promptly and in good faith. Each Party shall cooperate and communicate openly to achieve an amicable resolution as quickly as reasonably possible before pursuing any formal proceedings.

10. Discounts, rebates, and promotions funding

- 10.1 All discounts, rebates, promotional funding, allowances or other deal payments between the Supplier and the Buyer shall be agreed in Trading Terms or other separate written agreements between the Parties.
- 10.2 The Supplier agrees to:
- (a) apply any agreed discounts off-invoice at the time of invoicing;
 - (b) pay any rebates to the Buyer as set out in the applicable Trading Terms or as otherwise agreed in writing between the Parties;
 - (c) provide funding for promotions or marketing activities relating to the Goods, in the amounts and on the terms specified in Trading Terms or separate written agreements;
 - (d) compensate the Buyer for agreed shortage and wastage allowances as specified in Trading Terms or other written agreements;
 - (e) pay any agreed warehouse or distribution allowances as set out in Trading Terms or other written agreements;
 - (f) pay any agreed new line fees as set out in Trading Terms or other written agreements.
- 10.3 All discounts, rebates, allowances and promotional funding obligations must be fulfilled within the timeframes specified in the applicable Trading Terms, or other written agreement between the Parties. If no timeframe is specified, payment must be made within 30 days of the Buyer's claim, by way of credit note or other agreed method. If the Supplier fails to pay any amount when due under this clause, the Buyer may deduct the unpaid amount from any current or future invoices payable to the Supplier, without prejudice to any other rights or remedies available to the Buyer. Rebates (if applicable). The Buyer will issue the Supplier with an Invoice for rebates or other amounts payable by the Supplier to the Buyer as set out in any Trading Terms or separate written agreement made by the Parties.
- 10.4 The Parties agree that for the purpose of calculating any rebates, volume discounts, or similar benefits based on the quantity or value of Goods purchased during a specified period, the calculation will include:
- (a) Goods purchased directly by the Buyer from the Supplier; and
 - (b) Goods purchased by the Buyer through any distributor of the Supplier's Goods during the same period.
 - (c) Payment terms

11. Payments in relation to wastage and shortages

- 11.1 The Parties may agree from time to time that the Supplier will make a payment to compensate the Buyer for the Goods where they have become unfit for sale at the Buyer's Stores.

12. GST

- 12.1 The Supplier warrants that:
- (a) it is registered for GST under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* at the time of entering into this Agreement;
 - (b) it will always remain registered for GST during the Term in respect of each taxable supply of Goods made under this Agreement; and
 - (c) it will promptly notify the Buyer in writing if it ceases to be registered for GST or if its GST registration status changes in any way.
- 12.2 All Invoices must show the cost of the Goods supplied and separately itemise the GST.
- 12.3 The Buyer will pay the full amount of each valid, correctly issued Invoice that complies with the Agreement, being the
- (a) amount for the Taxable Supply (as defined in Section 195-1 of the GST Law) plus the GST.
 - (b) Where an Adjustment Event (as defined in Section 195-1 of the GST Law) occurs in respect of any amount paid or payable

by the Buyer for Taxable Supplies, the Buyer will issue, on the Supplier's behalf, an Adjustment Note (as defined in Section 195-1 of the GST Law) as required under the GST Law. Any Adjustment Note that the Supplier purports to issue will not have legal status.

12.4 This clause 12 is not applicable where the Supplier is located outside Australia (i.e. does not have any presence in Australia).

13. Collaborative working for supply chain optimisation, joint business planning, ranging and delisting

Supply chain optimisation

13.1 The Parties agree to work jointly to optimize demand planning and forecasting, including sharing sales and inventory data to improve forecast accuracy, coordinating stock rotations to maintain freshness and compliance with shelf-life requirements, participating in joint sales & operations planning meetings as requested by the Buyer and reviewing seasonal demand and promotional plans to ensure adequate stock availability.

13.2 The Supplier shall meet the minimum service level requirements as may be agreed between the Parties from time to time under separate written agreements ("**Service Levels**"), which may include the following metrics:

- (a) DIFOT (Delivery In Full On Time) percentage across nominated SKUs and/or all Purchase Orders;
- (b) Lead time compliance measures for Purchase Orders to be fulfilled within a minimum number of days from the relevant Purchase Order placement.

13.3 Where Service Levels are agreed by the Parties any one or more of the following may also apply:

- (a) The Supplier may be required to provide monthly performance reports to the Buyer, including DIFOT metrics, lead time compliance, and any exceptions.
- (b) If service levels fall below agreed thresholds for two consecutive months, the Supplier shall submit a corrective action plan within 10 business days or such longer time as agreed by the Parties.
- (c) Persistent non-compliance (three consecutive months) will trigger an escalation meeting with senior representatives from both Parties.
- (d) Failure to restore compliance within 30 days of escalation may result in remedies, including withholding promotional funding or termination of the Agreement.
- (e) The Buyer may apply agreed penalties for missed KPIs, such as a nominated percentage rebate on affected orders or recovery of additional freight costs incurred due to delays,

Provided always that remedies shall be proportionate and designed to incentivize performance improvement rather than punitive measures.

Joint business planning

13.4 The Parties agree to work collaboratively to identify, evaluate, and introduce new products that align with customer needs, market trends, and mutual growth objectives. This may include, to the extent specified in any Trading Terms or other separate written agreement:

- (a) The Parties engaging in regular joint business planning sessions to review category performance, market insights, and innovation opportunities;
- (b) The Supplier providing timely information on new products, including specifications, pricing, promotional support, and supply capabilities and the Buyer considering such products for ranging based on agreed performance criteria and strategic fit;
- (c) Both Parties cooperating to develop accurate forecasts and inventory plans to support successful launches and minimize supply chain risk;
- (d) The Parties agreeing on promotional strategies and funding arrangements to drive awareness and sales of new products; and/or
- (e) The Parties monitoring sales performance and customer feedback post-launch and agreeing on any adjustments needed to optimize results.

13.5 The Parties acknowledge and agree that all activities under this clause shall be undertaken in good faith with the shared intention of growing category demand, enhancing customer experience, and delivering joint commercial benefit.

Ranging and delisting process

- 13.6 Subject to clause 13.7, the Parties agree to work collaboratively to manage the ranging and delisting of Goods with the shared intention of growing demand, serving customers effectively, and achieving mutual commercial benefit. This includes jointly reviewing performance data, market trends, and customer insights to determine strategies for slow-moving stock and the introduction of new products.
- 13.7 The Buyer retains sole discretion to determine the range of Goods offered for resale, including the right to introduce new products or discontinue existing Goods at any time. Where the Buyer elects to delist any Goods, the Buyer shall provide the Supplier with 30 days' prior written notice (or such longer period if agreed between the Parties).
- 13.8 Upon delisting, the Buyer may elect to do one of more of the following:
- (a) If instructed by the Buyer, the Supplier shall at its own cost, promptly collect any unsold stock from the Buyer's premises unless otherwise agreed in writing.
 - (b) The Buyer may, at its discretion, permit a reasonable sell-through period for remaining stock, subject to any promotional or contractual commitments.
 - (c) The Supplier shall fund any agreed markdowns or clearance discounts applied during the sell-through period to facilitate stock liquidation.
 - (d) The Supplier shall reimburse the Buyer for any promotional costs incurred in connection with the Goods that cannot be recovered due to delisting.
- 13.9 The Buyer reserves the right to return any remaining stock to the Supplier at the Supplier's expense, including freight and handling costs, unless otherwise agreed.
- 13.10 If the Supplier fails to collect unsold stock within 10 business days of notice, the Buyer may dispose of the Goods at its discretion, and the Supplier shall bear all associated costs.
- 13.11 Both Parties agree to maintain open communication and cooperate in good faith to minimize disruption, optimize inventory turnover, and explore opportunities for replacement products or alternative strategies that support joint growth objectives. However, the Supplier acknowledges that delisting and ranging decisions form part of the Buyer's merchandising strategy and shall not give rise to any liability or obligation to continue purchasing or stocking any Goods.

14. Disputes

- 14.1 If a dispute, controversy, or claim arises out of or in connection with this Agreement, either party may give written notice of the Dispute to the other and where the Supplier is giving notice the Supplier shall submit its written notice detailing the nature of the dispute to the Buyer at the following central email address: suppliercommunications@otrgroup.com.au. The notice must include all relevant facts, supporting documents, and proposed resolution steps.
- 14.2 Upon receipt of the notice, the Parties shall promptly arrange an escalation meeting (in person or via video conference) within 10 business days to attempt to resolve the dispute in good faith. Senior representatives from both Parties with authority to settle the matter shall attend.
- 14.3 Neither Party may commence formal legal proceedings (other than for urgent injunctive relief) unless:
- (a) A notice has been submitted in accordance with clause 14.1; and
 - (b) The escalation meeting has occurred, or the other Party has failed to attend after reasonable notice.
- 14.4 Both Parties agree to use best efforts to resolve disputes promptly and cooperatively, recognizing the importance of maintaining a strong commercial relationship.

15. Responsible sourcing, product safety and other compliance matters

Responsible sourcing

- 15.1 The Supplier warrants that all Goods supplied under this Agreement comply with:
- (a) All applicable laws and regulations relating to labour standards, human rights, and modern slavery, including the Australian *Modern Slavery Act 2018* (Cth) and any amendments;
 - (b) All mandatory product safety standards under Australian Consumer Law and related regulations (including but not limited to standards for toys, electrical goods, button batteries, textiles, and food-contact materials).
- 15.2 The Supplier shall:
- (a) Ensure that neither it nor any subcontractor, agent, or supplier engages in forced labour, child labour, human trafficking, or any form of modern slavery;
 - (b) Maintain and implement policies and due diligence processes to identify and address modern slavery risks in its operations and supply chain;

- (c) Promptly notify the Buyer of any actual or suspected breach;
- (d) Cooperate with audits or information requests by the Buyer to verify compliance;
- (e) Take immediate remedial action for any identified non-compliance.

Enhanced modern slavery requirements

15.3 Where agreed, the Supplier shall:

- (a) maintain active registration with Sedex (or equivalent ethical trade platform);
- (b) complete and update self-assessment questionnaires and share results with the Buyer;
- (c) provide transparency and reporting covering its own suppliers, operations and supply chain; and
- (d) participate in joint initiatives to improve ethical sourcing practices.

Product safety and compliance

15.4 The Supplier shall:

- (a) Ensure all Goods comply with mandatory safety standards, including but not limited to mandatory safety standards relating to toys, electrical goods, consumer goods containing button/coin batteries, food contact materials, flammability and labelling requirements for textiles and apparel.
- (b) Provide test reports, certificates of compliance, and evidence of conformity upon request;
- (c) Maintain records of safety certifications and promptly update the Buyer on any changes.

Third-party complaints and incident management

15.5 The Supplier shall:

- (a) cooperate fully with the Buyer in investigating and resolving any third-party complaints or safety concerns relating to the Goods;
- (b) provide all necessary documentation, technical support, and corrective actions;
- (c) bear all costs associated with recalls, withdrawals, or corrective measures required due to non-compliance or safety defects attributable to the Supplier.

IT systems access and care

15.6 The Supplier must exercise all reasonable care when accessing or using the Buyer's IT systems. This includes:

- (a) complying with all security protocols and access requirements notified by the Buyer;
- (b) ensuring that no unauthorized software, malware, or harmful code is introduced; and
- (c) using the Buyer's systems solely for purposes directly related to the performance of this Agreement;
- (d) promptly notifying the Buyer of any actual or suspected security issue, vulnerability, or data breach affecting the Buyer's IT systems or data;
- (e) providing all reasonable assistance, at the Supplier's own cost, to investigate, mitigate, and resolve any such issue or breach; and
- (f) entering into any additional security or data protection agreement reasonably requested by the Buyer to safeguard its systems and information.

15.7 The Supplier will be liable for any loss or damage caused by failure to comply with these obligations.

16. Variations of these General Terms

By agreement

16.1 The Parties may vary these General Terms at any time by agreement in writing. The parties agree that any purported amendments to these General Terms in writing or otherwise will be of no force or effect unless the change has been initialled by an authorised representative of each party.

By notice from the Buyer

16.2 The Buyer may vary the General Terms and any Related Document by giving the Supplier reasonable notice in writing (**Variation Notice**) if the variation is necessary in order for either party to comply with any Relevant Law, provided it is reasonable in the circumstances, having regard to the benefits, costs and risks (if any) for both of Parties, as well as whether the variation is for a purpose that benefits both Parties provided that a Variation Notice sets out:

- (a) the terms of the variation;

- (b) our reasons for making the variation; and
- (c) the date that the variation will take effect.

The Supplier acknowledges that a Variation Notice may be published via the Buyer's website at <https://www.vivaenergy.com.au/gfr-supplier-central>. Continued supply of the Goods after the effective date shall constitute acceptance of the varied General Terms by the Supplier.

17. General

Relationship of parties

- 17.1 This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.

Assignment

- 17.2 Either Party may assign its rights and obligations under this Agreement to any of its Related Bodies Corporate, provided that such assignment does not materially adversely affect the other Party's rights or obligations. Notice of any assignment shall be provided in writing prior to the effective date. The Supplier must not assign, transfer, or otherwise deal with any of its rights or obligations under this Agreement to any person or entity without the Buyer's prior written consent to such assignment, transfer or dealing. The Buyer will not unreasonably withhold its consent if (as reasonably determined by the Buyer) the incoming party can satisfy all rights and obligations of the Supplier in this Agreement and is not a competitor of the Buyer. For clarity, any assignment or change of control that results in a Buyer competitor obtaining an interest in the Supplier (either directly or indirectly) may be treated as a commercial reason for cancellation or suspension under clause 2.5(e).

Confidentiality

- 17.3 Each Party must keep confidential each other's financial, technological (including designs and Product Specifications), strategic and other business information which has been divulged or become known during its business dealings with each other and which is not generally known outside their respective organisations (**Confidential Information**).
- 17.4 The Parties must only use the Confidential Information for the purpose for which it was disclosed and only disclose the Confidential Information to those in its organisation (or its Related Bodies Corporate as defined under the Corporations Act) who need to know in connection with the purpose for which it was disclosed. No disclosure may be made to anyone else without the consent of the owner of the Confidential Information except for:
- (a) disclosure to a party's advisors or auditors where that advisor or auditor is under an obligation of confidence in respect of such Confidential Information; or
 - (b) disclosure as required by law, in which case prior written notice of the disclosure must be given to the owner of the Confidential Information.
- 17.5 Nothing in this clause prevents a Party from producing Confidential Information to a regulator or other authority where compelled to do so by law (including to the extent required to do so under applicable stock exchange listing rules or continuous disclosure obligations). all information disclosed by the other Party under or in connection with this Agreement confidential and must not use or disclose such information except:

Reporting and audit rights

- 17.6 The Supplier shall provide the Buyer with reasonable access to information necessary to verify compliance with this Agreement, including performance metrics, product safety documentation, and any agreed reporting obligations. Upon reasonable notice, the Buyer may conduct an audit of the Supplier's relevant records and processes to confirm compliance with this Agreement. (Audits shall be conducted during normal business hours, minimize disruption to the Supplier's operations, be at the Buyer's cost unless non-compliance is identified.) To avoid doubt, the Supplier is not required to disclose documents or information that are subject to legal professional privilege or any other applicable confidentiality obligation under law.

Governing Law and Jurisdiction

- 17.7 This Agreement is governed by the laws of the State of Victoria, Australia. Each Party submits to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from those courts.

Notices

- 17.8 Any notice or communication under this Agreement must be in writing and delivered by hand, prepaid post, or email to the address or email notified by the receiving Party. A notice is deemed received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by post, 3 business days after posting;
 - (c) if sent by email, when the email leaves the sender's server, provided no bounce-back or error message is received.

Invalidity and Severability

17.9 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision will be severed, and the remaining provisions will continue in full force and effect.

Electronic Signing and Counterparts

17.10 This Agreement may be executed electronically and in any number of counterparts. All counterparts together constitute one instrument.

Privacy compliance

17.11 The Supplier must comply with all applicable privacy and data protection laws when handling any personal information provided by the Buyer or its customers. The Supplier agrees to:

- (a) use such personal information only for the purposes of fulfilling its obligations under this Agreement;
- (b) implement appropriate technical and organizational measures to protect personal information against unauthorized access, disclosure, alteration, or destruction;
- (c) promptly notify the Buyer of any actual or suspected data breach involving personal information; and
- (d) provide reasonable assistance to the Buyer, at the Supplier's cost, in investigating and resolving any such breach and in meeting any legal or regulatory obligations arising from it.

Force Majeure

17.12 Neither Party is liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent caused by a Force Majeure Event. The affected Party must:

- (a) promptly notify the other Party of the event and its expected duration;
- (b) use reasonable efforts to mitigate the impact and resume performance as soon as practicable.

17.13 If the event continues for more than 60 days, either Party may terminate the relevant Purchase Order and Agreement without liability.

18. Interpretation and definitions

Interpretation

18.1 Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) the absence of a party's initials at the bottom of any page does not invalidate any part of this agreement.
- (g) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) notice, notification or consent means notice, notification or consent in writing.

18.2 Headings do not affect the interpretation of this document.

- 18.3 These General Terms are intended to be read alongside the other related documents forming the Agreement as listed in clause 2.4. If there is any ambiguity, conflict, or inconsistency between these documents the order of precedence set out in clause 2.4 applies (from highest to lowest).

Definitions

Agreement	has the meaning given in clause 2.4 and incorporates any amendments to those documents described in clause 2.4.
Agreement Form	is the document of that title signed by the Parties to form the Agreement.
Agreement Type	means the description of the Agreement Type as marked in the Supply Details Sheet attached to the Agreement Form.
Buyer	means the member of Viva Energy Group that places the Purchase Order which may include: <ul style="list-style-type: none"> Viva Energy Wholesale Pty Ltd ABN 20 649 250 528 Viva Energy Retail Pty Ltd ABN 96 662 372 027 On The Run Pty Ltd ABN 19 638 356 466
Buyer's Policies and Procedures	means all policies, procedures, standards, handbooks, operating manuals, and similar documents made available by the Buyer to the Supplier from time to time, including those published on the Viva Energy website (at https://www.vivaenergy.com.au/gfr-supplier-central). This includes, without limitation, any documentation provided by the Buyer's nominated third-party logistics (3PL) providers relating to deliveries to centralised distribution centres (DCs) and other delivery methods. These policies and procedures cover matters including, but not limited to: cost price alterations, complaints, private label and own brand requirements, delisting, ethical sourcing, freight rates, payments, promotions, supply standards, vehicles, purchase order processes, data exchange, waste, logistics, recalls and withdrawals, and product ranging.
Claim	means any demand, allegation, action, suit, proceeding, notice, or assertion (whether written or oral) by any person or entity, including but not limited to: <ul style="list-style-type: none"> Intellectual Property Rights infringement (including patents, trademarks, copyrights, designs, trade secrets); breach of contract or restrictive covenants relating to the Goods; ownership or title disputes regarding the Goods; non-compliance with customs, import/export laws, or regulatory requirements; any other legal or administrative challenge that could affect the Buyer's ability to import, market, sell, or resell the Goods.
Control	has the meaning given to it in the Corporations Act.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Deliver (and Delivered)	means physical delivery to an authorised representative of the Buyer at the Delivery Address and Delivered means having been delivered to an authorised representative of the Buyer at the Delivery Address with receipt sign-off on the appropriate delivery documentation.
Delivery Address	means the place specified by the Buyer in the Purchase Order which the Goods must be delivered to.
Delivery Date	means the date specified in the relevant Purchase Order by which the Supplier is required to Deliver the Goods to the Delivery Address, or if no date is specified, the date agreed in writing between the Parties. For the avoidance of doubt, Delivery Date refers to the date on which the Goods are physically delivered and accepted by the Buyer in accordance with the Agreement's Delivery Requirements.
Delivery Requirements	means all conditions, standards, and obligations relating to the delivery of Goods to the Buyer, including but not limited to: <ul style="list-style-type: none"> compliance with the Buyer's Policies and Procedures governing delivery, handling, and acceptance of Goods; adherence to delivery requirements and protocols set by the Buyer's nominated third-party logistics (3PL) providers, including those applicable to centralised distribution centres (DCs), cross-docking facilities, and any other delivery methods specified by the Buyer;

	<ul style="list-style-type: none"> meeting all scheduling, packaging, labelling, and documentation requirements communicated by the Buyer or its logistics providers; and ensuring that all deliveries are made in accordance with applicable food safety, hygiene, and regulatory standards.
Distributor	means any distributor of the Supplier's Goods nominated by OTR Group from time to time (including any distributor described in Item 8 of the Goods Schedule) and, if OTR Group nominates more than one distributor, then each and all of those distributors.
Force Majeure Event	means an event of circumstance beyond the reasonable control of the affected party (including epidemic, earthquake, flood, bushfire, cyclone, or industrial action) and that could not have been prevented, or cannot be overcome or remedied, by the exercise by the affected party of a reasonable standard of care and diligence or the expenditure of a reasonable sum of money.
Goods	means the products, goods and services described in a Purchase Order and includes samples, packaging, accessories, labels and any documentation, publication or other deliverables required to be delivered with the Goods.
Goods Requirements	means the requirements: <ul style="list-style-type: none"> imposed by all applicable laws and regulations, including any mandatory standards and lawful requirements relating to their manufacture, packaging, labelling, transport, and sale; and included in any agreed specifications set out in the documents forming this Agreement.
GST and GST Law	GST Law means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (as amended or replaced from time to time and GST has the meaning given by Section 195-1 of the GST Law and includes any similar tax imposed under a Commonwealth, State or Territory law in place of GST.
Insolvency Event	means when a Party: <ul style="list-style-type: none"> assigns any of its property for the benefit of its creditors; is unable to pay its debts as and when they fall due; or enters or threatens to enter any form of bankruptcy or insolvency (or a related or analogous event) including without limitation administration, winding up, liquidation or receivership.
Intellectual Property Rights	means all present and future rights, and any applications for such rights, in relation to intellectual property, including copyright, trademarks, patents, designs, plant breeder's rights, confidential information, inventions, know-how, trade secrets, specifications, formulas, product or business concepts, rights to prevent passing off or misleading conduct, and any other result of intellectual effort, whether arising under law, contract, or otherwise.
Invoice	has the same meaning as Tax Invoice as defined in GST Law.
Law	means any legislation (including regulations, by-laws, orders, codes, awards and proclamations with which a party is legally required to comply), common law and equity, and any consents, licences, permits and approvals, from time to time in force, and with which a party is legally required to comply.
Price	means the price for the Goods as determined under clause 9.1.
Private Label Products	means any Goods manufactured, created, developed or supplied which bear the Buyer's own private label, brands or names or otherwise include the Buyer's Intellectual Property Rights.
Purchase Order	(or Order) means the order for the Goods that the Buyer places with the Supplier which may be by electronic means or otherwise.
Related Body Corporate	has the meaning given to it by sections 9 and 50 of the Corporations Act.
Supplier	means the person or entity that signs the Agreement Form or member of the Supplier Group to whom a Purchase Order is issued.
Store	means any Reddy Express, OTR or Liberty service station or other convenience store operated by Viva Energy or its Related Bodies Corporate.

Trading Terms	means the document titled “Trading Terms” as agreed by the Buyer and the Supplier in writing separately to these General Terms relating to off invoice discounts and deductions, promotions and marketing funding, waste and warehouse allowances, payment or settlement terms and other matters concerning the supply and the Buyer’s purchase of the Goods and retailing in Stores.
Viva Energy Group	means Viva Energy Group Limited ACN 626 661 032 and each of its wholly owned subsidiaries from time to time