Terms And Conditions of Purchase:

1. In these terms and conditions:
   **Agreement** means an agreement between the Purchaser and Supplier for the supply of Goods and/or Services;
   **Applicable Laws** means all laws and regulations applicable to the supply of Goods and/or Services pursuant to the Agreement;
   **Conditions** means these terms and conditions of purchase which form part of the Agreement;
   **Goods** means the goods described in the Order;
   **GST** means any tax, including any additional tax imposed on the supply of, or payment for, Goods and/or Services which is imposed or assessed under the GST Law;
   **GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time, and all related, subordinate and auxiliary legislation published under, or pursuant to, that Act;
   **Intellectual Property Rights** means all current and future rights conferred by law in or in relation to copyright, designs, trademarks, trade secrets, know-how, confidential information, patents, inventions, discoveries and all rights in the nature of these rights, whether or not registrable, registered or patentable and includes all rights in applications to register these rights and all renewals and extensions of these rights;
   **Loss** means any loss, liability, costs (including legal costs at the higher of an indemnity or solicitor-client basis) or expense of whatsoever nature incurred by the Purchaser relating to the Agreement;
   **Order** means the Purchaser’s written order requesting that the Supplier supply Goods and/or Services in accordance with these Conditions, and which order accompanies the Agreement, or is otherwise placed with or communicated to the Supplier;
   **Personal Information** means information which is "personal information" under the Privacy Act 1988 (Cth);
   **PPSA** means the Personal Property Securities Act 2009 (Cth);
   **Purchaser** means Coca-Cola Amatil (Aust) Proprietary Limited ABN 68 076 594 119 and/or any of its related bodies corporate (within the meaning of section 50 of the Corporations Act 2001 (Cth)) as specified in the Order;
   **Representative** of a party means that party’s director, or authorised officer, employee or agent;
   **Services** means the services described in the Order;
   **Specifications** means any technical or other specification relating to the Goods and/or Services referred to in the Order, details of which have been supplied by the Purchaser or its Representative to the Supplier; and
   **Supplier** means the person who sells the Goods or provides the Services (as the case may be) to the Purchaser.

2. The Agreement between the Purchaser and the Supplier for the purchase of the Goods and/or Services by the Purchaser from the Supplier is made up and comprised by:
   (a) an Order, including any other terms and conditions (including any Specifications) of the Purchaser as may be incorporated by reference into an Order, provided that the Supplier has details of such terms and conditions;
   (b) these Conditions;
   (c) any other terms and conditions which are imposed by Applicable Laws and which cannot be excluded from, or varied in, the Agreement; and
   (d) any written variation which may be separately agreed between the parties. Notwithstanding any other provision in these Conditions, to the extent that there are any inconsistencies between these Conditions and an Order, the Order will take precedence.

3. Terms and conditions of the Supplier are of no effect unless they are accepted and agreed to in writing and signed by the Purchaser or its Representative.

4. The Purchaser will issue the Supplier with an Order. The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services detailed in the Order. The Order will be deemed to be accepted by the Supplier on the earlier of:
   (a) the Supplier issuing a written acceptance of the Order; or
   (b) the Supplier doing any act consistent with fulfilling the Order.

The Agreement supersedes all previous communications and negotiations between the parties relating to the subject matter of the Agreement.

5. The price specified in the Order is firm, and is not subject to increase. Unless otherwise agreed in writing, the price will be in Australian dollars and includes (but is not limited to) all taxes and duties, and all costs of testing, inspection, labelling, packing and freight, insurance and delivery to and off-loading (including, where relevant, the use or supply of pallets and containers) at the destination as specified in the Order. No other fees or
charges will be payable unless agreed in writing with the Purchaser prior to such expenses being incurred. The price of the Goods and/or Services may only be varied by agreement in writing between the Supplier and Purchaser.

6. Where GST is applicable, it must be detailed and a valid tax invoice must be provided in accordance with the requirements of the GST Law.

7. Subject to the terms of these Conditions, including (without limitation) clauses 11, 12 and 13, payment for Goods and/or Services supplied by the Supplier to the Purchaser will be tendered 60 days from the last day of the calendar month of the date of either:
   (a) receipt by the Purchaser of a correctly rendered tax invoice (or such other time as is agreed between the Supplier and Purchaser); or
   (b) acceptance of the Goods by the Purchaser, whichever is the later.

Unless agreed otherwise, the Supplier must conduct all transactions concerning the supply of Goods and/or Services to the Purchaser via the Purchaser's Ariba system, including the submission of invoices for the Supply of Goods and/or Services to the Purchaser. No invoices will be accepted by the Purchaser without an approved Order.

8. The Goods must be received on the dates and at the destination specified in the Order. The cost of delivery of the Goods is included in the price of the Goods, unless otherwise agreed and expressly stated in the Order. Time is of the essence.

The Supplier must notify the Purchaser immediately if it cannot supply the Goods and/or Services within the time stated in the Order. If the Supplier fails to meet any such delivery date, the Purchaser may, without limiting its other rights and remedies, cancel all or part of the Order without any liability to the Supplier. If the Purchaser has paid a deposit, it is entitled to be refunded in full to the Purchaser, unless otherwise stated or agreed in writing. The Supplier undertakes to refund any such deposit as soon as practicable but in any event within 7 days from the date the Order was cancelled by the Purchaser.

9. Title in the Goods passes to the Purchaser on delivery at the destination specified in the Order. The Goods must be free of encumbrances and all other adverse interests (including any Security Interest, as that term is defined in the PPSA).

10. The Supplier bears all risks of loss and damage to the Goods until final acceptance by the Purchaser.

11. Notwithstanding any prior inspections, usage or payments by the Purchaser or its Representatives, all Goods will be subject to:
   (a) final inspection which may include (but is not limited to) measurement, testing or examination; and
   (b) acceptance at the Purchaser's facility within a reasonable time (but not more than 30 days) after receipt of the Goods.

12. Acceptance of the Goods by the Purchaser will occur:
   (a) on the date upon which the Purchaser notifies the Supplier in writing that the Goods have been accepted by the Purchaser; or
   (b) automatically upon the lapsing of the 30 day period stipulated in clause 11(b) if the Purchaser has not provided written notice pursuant to clause 12(a).

13. Notwithstanding any provision of the Agreement, the Purchaser's acceptance of Goods does not waive any of the Purchaser's rights, remedies and entitlements. If the Purchaser accepts any Goods, this does not extinguish any of the Purchaser's rights if the Goods do not comply with a term of the Agreement.

14. The Supplier warrants that:
   (a) the Goods are safe;
   (b) the Goods are free from all charges and encumbrances and all other adverse interests (other than encumbrances which will be released at or before the time title in the Goods passes to the Purchaser) and that the Purchaser will enjoy quiet possession of the Goods;
   (c) the Goods are, and will remain, free from any Security Interest (as that term is defined in the PPSA);
   (d) the Goods are free from defect or fault;
   (e) the Goods are of merchantable quality;
   (f) where applicable, the Goods will have an appropriate proportion of their standard shelf life remaining on delivery to the Purchaser;
   (g) the Goods include appropriate and correct warnings, labelling and instructions;
   (h) the Goods are fit for the purpose for which the Goods are being purchased by the Purchaser (as communicated by the Purchaser to the Supplier before, or at the time of, the Order or as should be reasonably
understood by a supplier of the Goods who is experienced in such technical and specific matters relating to the Goods and the purpose they are intended for):

(i) the Goods comply with any representations, descriptions, samples or other specifications (including the Specifications) including (but not limited to) quality, function, performance or design;

(j) the Goods include any applicable manufacturer's warranty which passes to the Purchaser (or to the consumer from the Purchaser) without liability to the Purchaser (and the Supplier will either assign to the Purchaser, or hold on trust for the Purchaser and the consumer, the benefit of any applicable warranty or guarantee that the Supplier has received from any supplier of the Supplier);

(k) the Goods and/or Services comply with all Applicable Laws, rules, statutory and other legal requirements;

(l) the Supplier holds and will comply with all necessary licences, permits and other approvals required for the manufacture, packing, supply and storage of the Goods and the provision of the Services;

(m) the Supplier and its personnel are qualified to provide the Services;

(n) the Services will be performed using an acceptable level of due care and skill;

(o) the Supplier will perform all of its obligations under these Conditions and an Order in compliance with all Applicable Laws and relevant industry standards; and

(p) it is aware of, and will comply with, all anti-corruption, anti-bribery, anti-trust and anti-money laundering laws and other criminal laws, rules and regulations which may be applicable to the performance of the Agreement.

15. The Purchaser may, within 90 days of delivery at the destination specified in the Order, reject any Goods or Services which do not comply strictly within the Agreement. Once the Goods or Services are rejected, the Purchaser may (without limiting any of its rights and remedies) require at its election:

(a) in the case of either Goods and/or Services, the Supplier to refund any payment for such Goods or Services within 7 days; or

(b) in the case of Goods, replacement of the Goods to the Purchaser's satisfaction; or

(c) in the case of Services, the re-supply of the Services.

Title and risk in the rejected Goods immediately re-vest in the Supplier. The Supplier is liable for, and will indemnify the Purchaser against, all Loss incurred by the Purchaser due to the rejection of the Goods, except to the extent the Purchaser has caused to the Loss. Goods rejected will be held by the Purchaser at the Supplier's risk and cost, for no more than 60 days pending the Supplier's instructions. Any rejected Goods may be returned by the Purchaser to the Supplier at the Supplier's expense. The Purchaser's acceptance of delivery or payment for the Goods and/or Services prior to the Purchaser's inspection will not be construed as an acceptance of any non-complying Goods and/or Services.

16. To the extent permitted by law, in no event will the Purchaser be liable to the Supplier for any loss or damage including loss of profits or other economic loss, indirect, special, consequential, general or other similar damages, arising out of any breach by the Supplier of the Agreement or obligations under these Conditions.

17. The Supplier must notify the Purchaser immediately on becoming aware of any problem encountered in the manufacture, packaging, storage or transport of the Goods that may have an adverse impact on the quality and/or safety of the Goods.

18. The parties agree to keep strictly confidential all information relating to, concerning or arising from any Order, or the performance of any Order or the Agreement identified or marked as 'confidential' (the Information), and must not use, exploit or disclose the Information to any person without the prior written consent of the other party (except the Representatives of the parties (and then only to such extent as may be required to enable the relevant party to comply with the provisions of these Conditions) or pursuant to any Applicable Law or court order). The parties will use the Information only for the purpose for which it has been provided. This clause does not apply to any Information which is lawfully obtained from a third party (without the breach by such third party of a duty of confidence), is public knowledge, is already known to, or is otherwise independently developed by, Representatives of the relevant party who have not been exposed to the Information.

18A. The parties agree to handle any Personal Information which it collects or which it discloses in connection with the Purchaser's Order in accordance with the Privacy Act 1988.
(Cth), as if each party was an organisation bound by that Act.

19. The Supplier must comply with:
(a) all Applicable Laws and Australian Standards relevant to the Goods and/or Services;
(b) the following Company policies as applicable, which are available at: https://www.ccamatil.com/doing-business-with-cca/expectations-of-suppliers
(i) CCA Responsible Sourcing Guidelines;
(ii) Code of Business Conduct;
(iii) Drug and Alcohol Policy;
(iv) Working Together Policy;
(v) Group Health Safety and Wellbeing policy;
(vi) Chain of Responsibility;
(vii) Mobile Phone and Technology usage while driving;
(viii) Social Media Policy; and
(c) all instructions given to the Supplier by the Company.

20. The Supplier must defend, indemnify and hold harmless the Purchaser, its affiliated companies, and their Representatives, successors, and assigns from and against any and all claims, suits, actions, liabilities, Loss, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from or in connection with:
(a) the acts, negligence, omissions or wilful misconduct of the Supplier or its Representatives;
(b) the Goods and/or Services supplied;
(c) a breach of any of the Supplier's warranties or any other term of the Agreement;
(d) a claim that any Goods and/or Services supplied to the Purchaser infringe, misuse or misappropriate any Intellectual Property Right of another; or
(e) a claim of any lien, security interest or other encumbrance made by a third party.

21. The Purchaser may, at any time, terminate (or vary) an Order, in whole or in part, without cause, upon 30 days' written notice to the Supplier. Following receipt of such notice of termination (or variation, as the case may be), and to the extent specified by the Purchaser, the Supplier will stop (or amend) all work or supply on the Order, and cause its Representatives, suppliers and subcontractors to stop (or amend) work or supply accordingly. Charges for any such termination (or variation, as the case may be) of the Order will be limited to actual, non-recoverable, costs incurred by the Supplier and which the Supplier can demonstrate to the satisfaction of the Purchaser were properly and reasonably incurred prior to the date of receipt of the notice of termination. In no event will such reimbursement include anticipated profits for undelivered Goods or unperformed Services.

22. Notwithstanding any other provision of these Conditions and without limiting any of the Purchaser's rights and remedies, the Purchaser may terminate the Order with immediate effect, in whole or in part, without liability to the Supplier, if the Supplier:
(a) fails to make delivery of the Goods and/or perform the Services within the time specified in that Order;
(b) fails to replace defective Goods and/or Services in accordance with these Conditions;
(c) breaches any of the Supplier's warranties or fails to perform any other term specified in the Agreement; or
(d) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment, scheme or compromise for the benefit of creditors.

23. The Supplier must obtain the Purchaser's prior consent in writing before it assigns its rights or subcontracts any obligation under the Agreement. Where approval is granted by the Purchaser to sub-contract, this approval will not relieve the Supplier from its obligations under the Agreement and the sub-contractor(s) must be subject to the terms and conditions of the Agreement to the extent they apply.

24. The Supplier must, at its own expense:
(a) maintain product liability insurance with a reputable insurer with coverage of not less than $10,000,000 for any one occurrence or a greater amount as specified in the Order;
(b) effect and maintain public liability insurance with a reputable insurer with coverage of not less than $10,000,000 for any one occurrence or a greater amount as specified in the Order;
(c) where the Supplier may provide professional services to the Purchaser, including without limitation design activities or the provision of any professional advice, professional indemnity insurance with a reputable insurer with a limit of not less than $5 million for any one claim and for a period of 7 years after the supply of such professional services;
(d) effect and maintain workers' compensation insurance in accordance with the applicable legislation; and
(e) insure the Goods with a reputable insurer.
for their full replacement cost. If the Supplier fails to obtain such insurances, the Purchaser may arrange (acting reasonably) for appropriate insurance and charge the Supplier with the cost. The Supplier must on the Purchaser’s request, produce satisfactory evidence of the insurance required to be maintained under this clause.

25. The Supplier must keep and produce on request by the Purchaser, records in relation to Orders and the Goods and/or Services supplied under these Conditions for any period required by Applicable Laws and in any event for a minimum period of 7 years.

26. Neither party grants nor transfers any right, title or interest in any Intellectual Property Rights of the respective party to the other. The Supplier must not use any of the Purchaser’s Intellectual Property Rights unless authorised by the Purchaser in writing. Neither party will cause or permit anything that may amount to infringement of, misuse, interference with, damage or endangerment to the Intellectual Property Rights of the other party or their suppliers, or assist or allow others to do so. Each party undertakes to advise the other party immediately if it becomes aware of any unauthorised use, or attempted use, by any person of the other party’s Intellectual Property Rights. The Purchaser and Supplier warrant that acts done by it under this Agreement do not infringe the Intellectual Property Rights of any person.

27. Without prejudice to other rights and remedies, the Purchaser may deduct from any amount which may or become payable to the Supplier under the Agreement any amount due from the Supplier to the Purchaser.

28. Any obligations in these Conditions which are of a continuing nature or which are not fully satisfied and discharged on fulfilment or termination of an Order, will continue to apply.

29. These Conditions may be varied by the Purchaser from time to time. The Purchaser will notify the Supplier of such amendments by posting, and permitting the Supplier to read and acknowledge such amendments on the Purchaser’s Ariba system. If the Supplier objects to the variation, the Supplier may, within 14 days of the making of the variation, contact the Purchaser in writing to address the objection. All Orders placed after the posting of such amendments on the Purchaser’s Ariba system will be subject to the revised terms as attached to the Order.

30. The Supplier must comply with all of the Purchaser’s policies and guidelines as may be referenced in the Order or as notified to the Supplier from time to time.

31. Any term of the Conditions which is wholly or partially void or unenforceable is severed to the extent that it is void and unenforceable. The validity or enforceability of the remainder of the Agreement is not affected.

32. The Supplier is an independent contractor of the Purchaser. Nothing in these Conditions constitutes any partnership or other fiduciary type of relationship between the parties, and neither party may bind the credit of the other party.

33. The law of New South Wales governs the Agreement and each party submits to the jurisdiction of the Courts of New South Wales.