

Purchase Order Conditions

1. Amatil

These Purchase Order Conditions (**Conditions**) apply to the Amatil entity set out in the Purchase Order (**Amatil**).

2. Supply of Goods and Services

- (a) The Purchase Order is an offer by Amatil to the Supplier. A Purchase Order is deemed to be accepted by the Supplier if it does not notify Amatil otherwise within 5 Business Days of receipt of the Purchase Order, in which case:
 - (i) the Supplier will provide the Goods and/or Services to Amatil in accordance with these Conditions; and
 - (ii) the Purchase Order forms part of the Agreement.
- (b) The Supplier will supply, and Amatil will acquire and pay for, the Goods and Services in accordance with this Agreement.
- (c) For the avoidance of doubt, and subject to clause 2(d), these Conditions prevail over any other document purporting to contain terms and conditions for supply of the Goods and/or Services.
- (d) These Conditions do not apply if there is another signed contract between the Supplier and Amatil for the supply of the same Goods or Services.
- (e) The Supplier must, in supplying the Goods or performing the Services:
 - (i) not interfere with or disrupt, unless otherwise agreed by the parties, Amatil's activities or the activities of any other person at the Delivery Point;
 - (ii) be aware of and comply with, and ensure that the Goods, Services and Supplier's employees, agents and contractors are aware of and comply with, all applicable laws, Amatil Policies, the Responsible Sourcing Guidelines and all of Amatil's standards, policies, procedures and directions;
 - (iii) if access to an Amatil Site (or any other area owned, occupied or operated by Amatil or any of its Related Entities) is required:
 - (A) comply with Amatil's requirements or reasonable directions in relation to access and security;
 - (B) comply with work hours required by Amatil at the Amatil Site or area;
 - (C) only access the Amatil Site or area for the purposes approved in advance by Amatil; and
 - (D) ensure that the Supplier's employees, agents and contractors who enter an Amatil Site (or any other area owned, occupied, or operated by Amatil or any of its Related Entities) comply with any reasonable Amatil requirements for access and security nominated by Amatil from time to time and any reasonable directions of Amatil;
- (iv) provide all such information and assistance reasonably required by Amatil in connection with any statutory or health, safety, environment and community investigations in connection with the supply of the Goods or the performance of the Services; and
- (v) on request by Amatil, provide to Amatil and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by law in respect of any thing used, produced or created in connection with the performance of the Supplier's obligations under this Agreement.
- (f) The Supplier must:
 - (i) comply with Chain of Responsibility Laws, to the extent that they apply to the Supplier in connection with the performance of its obligations under the Agreement, at all times during the term of the Agreement;
 - (ii) ensure that each subcontractor engaged under clause 16(f) of the Agreement complies with Chain of Responsibility Laws during the term of the subcontract;
 - (iii) comply, and ensure that any person employed or engaged by the Supplier (including any subcontractor engaged under clause 16(f)) complies, with any directions, enquiries or requests for information or documents made by Amatil to the Supplier for the purpose of checking or ensuring compliance with Chain of Responsibility Laws; and
 - (iv) comply, and ensure that any person employed or engaged by it (including any subcontractor engaged under clause 16(f)), complies with any Amatil policy which deals with chain of responsibility, as applicable and as advised to the Supplier by Amatil, and as amended from time to time.

3. Delivery of Goods

- (a) The Supplier must:
 - (i) deliver the Goods to the Delivery Point between 8am and 4pm local time on the respective Delivery Date; and
 - (ii) unload the Goods at the Delivery Point in accordance with Amatil's directions, unless Amatil agrees that the Supplier may deliver the Goods at other times or in another manner, in which case the Supplier must deliver the Goods at the time and/or in the manner agreed by Amatil.
- (b) The Supplier will deliver with the Goods any documentation required to enable the Goods to be used by Amatil.
- (c) If the Goods are delivered other than in accordance with clause 3(a), then Amatil may arrange for the Goods to be returned to the Supplier at the Supplier's risk and at the Supplier's cost.

4. Performance of Services

- (a) The Supplier must perform the Services by the date specified in the Purchase Order with due care and skill and diligence, and otherwise in the manner Amatil reasonably requires.
- (b) The Supplier must always:
 - (i) ensure that it assigns and maintains suitably qualified personnel with suitable training, experience and skills;
 - (ii) provide all necessary equipment (including the certification of equipment, where required) and facilities to perform the Services; and
 - (iii) control, coordinate, supervise, direct and provide all activities necessary to perform the Services in accordance with the Agreement.

5. Title and risk

- (a) Ownership of the Goods will pass to Amatil upon the earlier of: (i) payment by Amatil and (ii) the Actual Delivery Date.
- (b) The Goods will be at the risk of the Supplier until the Actual Delivery Date.
- (c) Goods that are valued at over \$5,000 must be receipted in writing by Amatil.
- (d) The passing of ownership or the delivery of the Goods to Amatil does not constitute acceptance of the Goods and does not affect any of Amatil's

rights in the Agreement in relation to Defective Goods.

- (e) The Supplier must:
 - (i) make good any damage to the Goods which occurs prior to the Actual Delivery Date; and
 - (ii) provide all measures necessary to protect the Goods until delivery.
- (f) Amatil may use the Goods after the Actual Delivery Date. Use of the Goods by Amatil will not:
 - (i) prejudice the right of Amatil to exercise any of Amatil's rights in the Agreement in relation to Defective Goods; or
 - (ii) be deemed to mean that the Goods are acceptable or have been receipted by Amatil.

6. Charges

- (a) Amatil must pay the Supplier the Charges for the Goods and/or Services.
- (b) Amatil is not obliged to accept a tax invoice, and may withhold approval and/or money due to the Supplier under this Agreement if the Goods or Services (or any part of them) are Defective.
- (c) The Charges are inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the goods and the cost of any items used or supplied in the performance of the Services.
- (d) Unless expressly provided otherwise, all amounts and other consideration payable under or in connection with this Agreement (including the Charges) are exclusive of GST.

7. Invoicing and payment

- (a) Upon acceptance of the Goods and/or completion of the Services, the Supplier may invoice Amatil through the Procure to Pay System.
- (b) Amatil must make payment of the amount due under a tax invoice within 60 days of the last day of the calendar month in which a correctly rendered tax invoice is uploaded by the Supplier to the Procure to Pay System or the Goods and/or Services are provided, whichever is later.
- (c) A tax invoice is correctly rendered if:
 - (i) it matches the approved Purchase Order and it is sent electronically through the Procure to Pay System;
 - (ii) contains an approved Purchase Order reference;

- (iii) only contains Charges for Goods and/or Services actually supplied to Amatil in accordance with the Agreement;
 - (iv) the specified Charge is correctly calculated and due for payment;
 - (v) the invoice is set out in a manner that enables Amatil to ascertain the Goods and/or Services to which the invoice relates and the Charge payable in respect of those Goods and/or Services;
 - (vi) the invoice is accompanied (where necessary or where reasonably requested by Amatil) by verifying documentation (such as proof of delivery or receipt of the Goods and/or Services by Amatil); and
 - (vii) it is a tax invoice in the proper form which meets the requirements of a valid tax invoice for the purposes of the GST Law.
- (d) Amatil will pay all tax invoices that comply with clause 7(a) within the time required for payment specified on the Purchase Order, except where Amatil, acting reasonably, queries or disputes the tax invoice, in which case Amatil does not have to pay the relevant portion of the tax invoice until the query or dispute is resolved.
 - (e) Where a tax invoice is found to have been incorrectly rendered after payment by Amatil, the underpayment or overpayment will be recovered by or from the Supplier.
 - (f) Where Amatil, acting reasonably, queries or disputes a fee or expense included in a tax invoice, Amatil does not have to pay the relevant portion of the tax invoice until the query or dispute is resolved.
 - (g) Amatil may reduce any payment due to the Supplier under this Agreement by any amount which the Supplier must pay Amatil, including costs, charges, damages and expenses and any debts owed by the Supplier to Amatil on any account whatsoever. This does not limit Amatil's right to recover those amounts in other ways.
- (d) The GST Recipient must make the payment of the GST Amount at the same time and in the same manner as it provides the consideration for the relevant supply subject to the GST Recipient receiving a tax invoice before the due date for payment.
 - (e) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the GST Amount, the GST Supplier must issue an adjustment note to the GST Recipient, and:
 - (i) may recover from the GST Recipient, by giving 7 days written notice, the amount by which the GST on the supply exceeds the GST Amount; or
 - (ii) must refund to the GST Recipient, within 7 days of becoming aware of the adjustment event, the amount by which the GST Amount exceeds the amount of GST on the supply.
 - (f) If a party is entitled to be reimbursed or indemnified under this Agreement for an amount, the amount reimbursed or indemnified is reduced by the amount of GST for which the party has an entitlement to claim an input tax credit. It is to be assumed that there is an entitlement to a full input tax credit on an acquisition associated with the reimbursement or indemnity, unless the party to be reimbursed or indemnified demonstrates otherwise before the date the payment is to be made.
 - (g) Where an ABN for the Supplier has been communicated to Amatil for the purposes of Amatil placing a Purchase Order, the Supplier:
 - (i) warrants that it is registered for GST and has an Australian Business Number, and that its Australian Business Number is as communicated to Amatil;
 - (ii) will immediately notify Amatil if it ceases to have an Australian Business Number or if it ceases to be registered for GST; and
 - (iii) if requested by Amatil, will provide a declaration in a form satisfactory to Amatil confirming the Supplier's Australian Business Number and GST registration status.

8. GST

- (a) Terms defined in the GST Law have the same meaning in this clause 8 unless the context otherwise requires.
- (b) Unless expressly provided otherwise, all amounts and other consideration payable under or in connection with this Agreement (including the Charges) are exclusive of GST.
- (c) If GST is payable on a taxable supply made by a party (the **GST Supplier**) to another party (the **GST Recipient**), the GST Supplier may recover from the GST Recipient the amount of that GST
- (h) Amatil may withhold an amount from any payment required to be made to the Supplier which is subject to any withholding required by law.
- (i) Where the Supplier is a non-resident for Australian tax purposes, Amatil acknowledges that it may become liable to Australian GST on certain supplies to Australian consumers. Amatil warrants that it is registered for Australian GST and that it acquires the things supplied under this Agreement solely or partly for the purpose of the enterprise it carries

on and is therefore not an "Australian consumer" for the purpose of section 9-25(7) of the GST Act.

9. Warranties

The Supplier warrants that:

- (a) Amatil's use of the Goods and/or Services will not infringe another person's Intellectual Property Rights;
- (b) the Goods and/or Services will be:
 - (i) Fit for Purpose;
 - (ii) comply with the requirements of this Agreement in all respects; and
 - (iii) be supplied with all due care and skill and in a punctual, proper and professional manner.
- (c) where the Goods are to be incorporated into a consumer product, the Goods will, on incorporation into the product, satisfy the guarantees in the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (d) it will:
 - (i) obtain for Amatil's benefit all usual manufacturers', suppliers' and any other applicable third party warranties in respect of the Goods or Services, together with any warranties requested by Amatil;
 - (ii) during the period of the warranties, take all action reasonably required by Amatil to enforce those warranties or assist Amatil to enforce them; and
 - (iii) assign the warranties to Amatil on the earlier to occur of:
 - (A) Amatil's written request;
 - (B) the expiry of the Defects Liability Period applicable to the relevant Goods or Services; and
 - (C) the termination or expiry of the Agreement; and
- (e) it will:
 - (i) comply with any Trade Sanctions, AML and ABC Laws;
 - (ii) implement procedures for it and its personnel engaged in the provision of the Goods and/or Services to comply with any Trade Sanctions, AML and ABC Laws;
 - (iii) at all times, adopt, and ensure that its personnel adopt, the highest ethical and professional standards to procure goods, materials and equipment for the purpose of providing the Goods and/or Services and to carry out the Services;

- (iv) provide any documents or information reasonably requested by Amatil as soon as reasonably practicable after that request is made; and
- (v) notify Amatil immediately of any failure to comply with its obligations under this clause 9(e) and immediately remedy such failures to the fullest extent possible.

10. Defective Goods or Services

- (a) If Amatil becomes aware that any Goods or Services do not comply with the Agreement, Amatil may direct the Supplier to rectify or replace the Goods (at the Supplier's cost) or re-perform the Services so that the Goods comply with the Agreement.
- (b) If the Supplier fails to comply with a direction given under clause 10(a), Amatil may have the Goods rectified or replaced or the Services performed by another supplier so that they comply with the Agreement and the cost of doing so will be a debt due and payable from the Supplier to Amatil.
- (c) During the applicable Defects Liability Period:
 - (i) Amatil may direct the Supplier to rectify any Defect in a Good or re-perform a Defective Service; and
 - (ii) the Supplier must, at its own cost, rectify any Defect in that Good or re-perform that Defective Service if Amatil directs the Supplier to rectify a Defect under clause 10(c)(i) – within the time directed by Amatil (or, if no time is specified, as soon as possible after the Supplier receives the direction), and if the Supplier becomes aware of the existence of any Defect in the Goods or Services – as soon as possible after the Supplier becomes aware of the Defect.
- (d) The Supplier must ensure that, in carrying out rectification services, it causes as little inconvenience as is reasonably possible to other persons using the Goods or Services.
- (e) If the Supplier fails to comply with any of its obligations under this clause 10, Amatil may have any of the rectification services carried out by a third party. The cost incurred by Amatil of any rectification services carried out by a third party is a debt due from the Supplier to Amatil.
- (f) In respect of any rectification services performed during the Defects Liability Period, there will be a further defects liability period applying to those Goods or Services that is of equal duration to the

Defects Liability Period, and commences on the date those rectification services or Services are satisfactorily completed.

11. Confidentiality

- (a) The Recipient must keep the Discloser's Confidential Information confidential, during and after the term of this Agreement, and must not disclose it or allow it to become available to any third party, except:
 - (i) with the Discloser's prior written approval;
 - (ii) as required by law or the rules of any stock exchange on which the Recipient's securities are listed; or
 - (iii) to the Recipient's Related Entities, officers, agents, employees, professional advisers, insurers and approved subcontractors on a need to know basis for the purposes of performing its obligations, or exercising its rights under this Agreement and, in the case of Amatil, also to its Brand Partners **(Additional Disclosees)**.
- (b) Confidential Information may only be disclosed by a Recipient to an Additional Disclosee on condition that:
 - (i) the Additional Disclosee is made aware of the confidential nature of the information;
 - (ii) the Additional Disclosee has or is subject to an obligation (whether under law, as a professional or fiduciary obligation or otherwise under a contract) to maintain the confidentiality of the Discloser's Confidential Information; and
 - (iii) the Recipient uses all reasonable endeavours to ensure Additional Disclosees comply with the obligations imposed under clause 11(b)(ii).
- (c) If the Recipient becomes aware of a suspected or actual breach of this clause by the Recipient or an Additional Disclosee, the Recipient must:
 - (i) immediately notify the Discloser of that suspected or actual breach; and
 - (ii) take reasonable steps and do all things necessary as directed by the Discloser, at its own expense, that are required to prevent or stop the suspected or actual breach.
- (d) The Recipient will, on demand from the Discloser, destroy, and certify to the Discloser the destruction of, any Confidential Information of the Discloser other than one copy of any notes and other records that the Recipient is required by law to

retain or any copies on back-up tapes maintained by the Recipient.

12. Liability

Subject to clause 13, neither party will be liable to the other party, whether under contract, tort, statute or in equity, arising out of or in connection with this Agreement, for any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity, or cost of finance.

13. Indemnity

- (a) The Supplier indemnifies the Indemnified Parties against any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense suffered or incurred in connection with:
 - (i) any wilful, fraudulent, unlawful or negligent act, error or omission of the Supplier or its personnel;
 - (ii) a breach of any of the Supplier's warranties or any other term of this Agreement by the Supplier;
 - (iii) a claim that any Goods and/or Services supplied to Amatil infringe, misuse or misappropriate any Intellectual Property Right of another;
 - (iv) loss of, or damage to, or loss of use of, any real or personal property, or the personal injury, disease or illness (including mental illness) to, or death of, any person, arising out of the Supplier's performance of this Agreement or the state or condition of any work, equipment, item, facility or structure provided by the Supplier as part of this Agreement;
 - (v) any claim by any person (other than Amatil) arising out of a breach of this Agreement by the Supplier or its personnel; or
 - (vi) any of the Indemnified Parties becoming liable to pay any taxes or withhold any amount in respect of employees, contractors or personnel of the Supplier (including by being treated as the employer of any such persons).
- (b) The liability of the Supplier in respect of the indemnity set out in this clause 13 will be reduced proportionally to the extent that a negligent act or omission of the parties indemnified contributed to the loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense indemnified against.

14. Insurance

- (a) The Supplier must at its own cost:
 - (i) take out workers' compensation insurance in accordance with the applicable legislation;
 - (ii) have in place public liability insurance with a reputable insurer for an amount of not less than \$10 million per claim covering legal liability to any third party for personal injury and property damage;
 - (iii) have in place product liability insurance with a reputable insurer for an amount of not less than \$10 million per claim;
 - (iv) have in place comprehensive motor insurance for all registered Supplier vehicles if the Supplier will be accessing any Amatil Sites;
 - (v) insure the Goods with a reputable insurer for their full replacement cost; and
 - (vi) where the Supplier may provide professional services to Amatil, 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 for the term of this Agreement and for 7 years thereafter.
- (b) If the Supplier fails to obtain such insurances, Amatil may arrange (acting reasonably) for appropriate insurance and charge the Supplier with the cost. The Supplier must, upon request by Amatil, provide Amatil with evidence satisfactory to Amatil of such insurances.

15. Changes, suspension and cancellation

- (a) If the Supplier is unable to supply Goods or Services to the requirements (including quality) and Specifications under this Agreement or by the Delivery Date, Amatil may cancel the Purchase Order for those Goods or Services by notifying the Supplier prior to the delivery of the Goods or the performance of the Services.
- (b) Either party may cancel a Purchase Order in whole or in part by notice in writing immediately, if the other party:
 - (i) commits a breach of the Agreement and, where the breach is capable of remedy, a period of 20 Business Days has expired from when the other party notified the first party of the breach without the other party remedying the breach; and

- (ii) becomes, threatens to become, or is in jeopardy of becoming, Insolvent.
- (c) Amatil may cancel a Purchase Order in whole or in part by notice in writing immediately if:
 - (i) the Supplier has committed five or more breaches of any part of this Agreement;
 - (ii) Amatil subsequently gives the Supplier notice in writing of these breaches; and
 - (iii) after that notice has been given, the Supplier commits a further breach of any part of the Agreement.
- (d) If Amatil cancels a Purchase Order for Goods and/or Services and has paid any amount towards the Goods and/or Services (including a deposit):
 - (i) Amatil is entitled to be refunded in full, unless otherwise agreed in writing; and
 - (ii) the Supplier undertakes to refund any such deposit as soon as practicable but in any event within 7 days from the date the Purchase Order was cancelled by Amatil.

16. General

- (a) The Supplier will not assign its rights under these Conditions without Amatil's prior consent.
- (b) If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Agreement.
- (c) Clauses 10, 11, 12, 13, 14, 15 and this clause 16 will survive the cancellation or completion of a Purchase Order or the termination of this Agreement.
- (d) Subject to clause 2(d), this Agreement constitutes the entire agreement between Amatil and the Supplier in relation to its subject matter. Any terms printed on the Supplier's invoice or other documentation do not apply unless agreed to in writing by Amatil.
- (e) This Purchase Order is governed by and construed in accordance with the law of New South Wales and the parties submit to the jurisdiction of the Courts of New South Wales. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) is excluded.
- (f) The Supplier may not subcontract its obligations without the prior consent of Amatil. Where Amatil consents to a subcontractor and the Supplier subcontracts its obligations, the Supplier retains prime contract responsibility for all the obligations of the Supplier under this Agreement.

17. Definitions

The following definitions apply in these Conditions and the Purchase Order:

Actual Delivery Date means the date or dates on which the Goods or Services are actually supplied to Amatil.

Agreement means the agreement between Amatil and the Supplier for the supply of Goods and/or Services, which comprises the Conditions and a Purchase Order. To the extent of any inconsistency between those documents, the Conditions prevail.

Amatil Site means any site owned or controlled by Amatil and at which the Goods and/or Services will be supplied or performed, respectively.

Amatil Policies means the policies located at <https://www.ccamatil.com/doing-business-with-ca/expectations-of-suppliers> as amended, updated or replaced from time to time (or such other web address as notified by Amatil to the Supplier) (as if references in those policies to Amatil personnel include a reference to the Supplier and its personnel).

Brand Partners means any person who has entered into, or will enter into during the term of this Agreement, an arrangement with Amatil in relation to certain product(s), for purpose(s) including the manufacture, distribution, sale and/or marketing, distributorship, of the products, and/or the licence of intellectual property in respect of such product(s), by Amatil.

Business Day means any day other than a Saturday, Sunday or a public holiday in New South Wales.

Chain of Responsibility Laws means any laws that address chain of responsibility in the context of heavy vehicle regulation.

Charges means the firm price in Australian dollars set out in the Purchase Order which is exclusive of GST, but is inclusive of all other costs and charges.

Confidential Information means any document, materials, information, data or item that:

- (a) relates to the operation, finances or business of the Discloser or its Related Entities;
- (b) is made available by or on behalf of the Discloser to the Recipient, or is otherwise obtained by or on behalf of the Recipient; and
- (c) is by its nature confidential, or the Recipient knows, or ought to know, is confidential to the Discloser, and includes the terms and existence of this Agreement.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the start of this Agreement.

Confidential Information does not include any document, materials, information, data or item that:

- (a) is in or enters the public domain through no fault of the Recipient, its Related Entities or any of their respective personnel;
- (b) is or was made available to the Recipient by a person (other than the Discloser) who is not, or was not then, under an obligation of confidence to the Discloser in relation to that document, material, information, data or item; or
- (c) is or was developed by the Recipient independently of the Discloser, its Related Entities and any of their respective personnel, and this Agreement.

Defect or Defective means any defect, fault or omission in a Good or Service or where a Good or Service does not comply with the Agreement.

Defects Liability Period means the period of 24 months commencing on the Actual Delivery Date of the Goods and/or 12 months from the date on which the Services are performed.

Delivery Date means the date identified as the delivery date in the Purchase Order.

Delivery Point means the place identified as the delivery point in the Purchase Order.

Discloser means a party providing or disclosing Confidential Information.

Fit for Purpose means, in relation to a thing, that the thing: (i) is of good and merchantable quality; (ii) is fit for and meets each of the purposes, functions, utilities, performance standards and requirements set out in or which can reasonably be ascertained from this Agreement; (iii) is not Defective; (iv) is safe; (v) is not subject to any encumbrance; (vi) is compatible with any other Goods and/or Services and any system, network, hardware, software or service with which it is to be used by Amatil (whether or not a Good or Service) and will not detrimentally affect the operation or performance of any such deliverable, system, network, hardware, software or service; and (vii) is free from any risk of pollution, contamination, nuisance, interference or hazard in accordance with environmental laws.

Goods means the goods described, including quantity, in the Purchase Order.

GST is defined in the GST Law.

GST Law is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indemnified Parties means Amatil, its personnel and any Related Entities of Amatil and each of their respective personnel

Intellectual Property Rights means any and all existing and future intellectual and industrial property rights throughout the world, whether conferred by

statute, common law or equity, including Moral Rights and rights in relation to copyright, trade marks, designs, circuit layouts, plant varieties, business and domain names, trade secrets, patent rights and rights to require that know how be kept confidential (including the right to apply for registration of any such rights) and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

Moral Rights mean rights of integrity of authorship, rights of attribution or authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in anywhere in the world that may now exist or that may come to exist in relation to the work.

Procure to Pay System means the third party procurement system notified to the Supplier in writing by Amatil from time to time.

Purchase Order means the purchase order for Goods and/or Services issued by Amatil to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

Recipient means a party that acquires Confidential Information from the Discloser.

Related Entity means each person that is a subsidiary, holding company or related body corporate of a party.

Responsible Sourcing Guidelines means the responsible sourcing guidelines located at <https://www.ccamatil.com/-/media/Cca/Corporate/Files/Policies/161110-CCA-Responsible-Sourcing-Guidelines.ashx?la=en> as amended, updated or replaced from time to time (or such other web address as notified by Amatil to the Supplier).

Services means the services described in the Purchase Order.

Specifications means: (i) specifications in these Conditions; (ii) specifications on, or referred to on, the Purchase Order; (iii) the documentation provided under clause 3(b); and (iv) the current applicable specifications published generally by the manufacturer of the Goods. To the extent of any inconsistency between these specifications, the specifications listed earlier in this definition prevail over those listed later.

Supplier means the party identified as such in the Purchase Order.

Trade Sanctions, AML and ABC Laws means any relevant trade sanctions, anti-money laundering and anti-bribery and corruption laws including, without limitation: (i) the *Criminal Code Act 1995* (Cth); (ii) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth); (iii) the *Financial Transaction Reports Act 1988* (Cth); (iv) the *Charter of the United Nations Act 1945* (Cth); and (v) the *Autonomous Sanctions Act 2011* (Cth).