

PURCHASE ORDER TERMS AND CONDITIONS

1. Formation of a contract

- 1.1 A Contract for the sale and purchase of Deliverables will arise on the Supplier's acceptance of a Purchase Order. The Contract will consist of the terms of the relevant Purchase Order and these terms and conditions, which together shall comprise the entire agreement of the parties in relation to the supply of Deliverables. In the event of any inconsistency between the terms of the Purchase Order and these terms and conditions, the terms of the Purchase Order will prevail. Any terms and conditions provided by the Supplier in connection with the supply of the Deliverables (e.g. the Supplier's terms and conditions of sale or supply) will not apply.
- 1.2 If CCEP and the Supplier have signed a written agreement for the supply of the Deliverables, the terms and condition of that agreement will apply instead.

2. Acceptance of a Purchase Order

- 2.1 All orders for Deliverables must be made using a Purchase Order.
- 2.2 A Purchase Order is an offer by CCEP that is deemed to be accepted upon the earlier of the Supplier providing the Deliverables to which the Purchase Order relates or the Supplier not rejecting the Purchase Order within 5 Business Days of receipt. CCEP can withdraw the Purchase Order at any time prior to acceptance by the Supplier.
- 2.3 A Purchase Order will contain the quantity and description of the Deliverables, the currency and price, the Delivery date, any particular specifications or instructions relating to the Deliverables and a Purchase Order number.
- 2.4 Each Purchase Order placed by CCEP and accepted by the Supplier will constitute a separate contract between CCEP and the Supplier. Nothing in these terms and conditions will oblige CCEP to place a Purchase Order with the Supplier or restrict CCEP's ability to acquire goods or services from any other supplier.

3. Quality of Deliverables being goods

- 3.1 Supplier may only produce TCCC branded items if it holds a Supplier Authorisation Agreement.
- 3.2 The Deliverables must (a) conform as to quality, quantity and description stated in the Purchase Order (b) be free from defects in design, material and workmanship and (c) match any specifications or samples (if any) provided.
- 3.3 CCEP reserves the right to have the Deliverables inspected or tested at its cost before Delivery.

4. Performance of Deliverables being services

- 4.1 Supplier shall perform Deliverables which are services on the date specified in the Purchase Order and in accordance with good industry practice being the exercise of that degree of due care, skill and diligence which would reasonably and ordinarily be expected.
- 4.2 If the Services have been performed at a CCEP site, the Supplier shall leave the site secure, clean, tidy and fit for immediate use upon completion, having regard to the condition of the site immediately prior to the performance of the Services.

5. Delivery and Identification

- 5.1 The Purchase Order number for the Deliverables ordered must be shown on all relevant packages, Tax Invoices, delivery notes and correspondence.
- 5.2 The Supplier, at its own expense, will Deliver the Deliverables properly packed and secured to the place specified in the Purchase Order or as otherwise agreed.
- 5.3 Deliverables and any packaging containing the Deliverables must be clearly marked with CCEP's Purchase Order number, details of contents (including quantity and description), and the Supplier's name, together with any relevant other information CCEP may have requested. Goods must also comply with any labelling instructions in the Purchase Order or as otherwise agreed.
- 5.4 Partial deliveries or performance may be accepted at CCEP's discretion.
- 5.5 The Supplier will Deliver the Deliverables at the time or times specified in the Purchase Order. Time is of the essence. The Supplier will notify CCEP immediately if there is likely to be a delay in the Delivery of the Deliverables, stating the estimated period of delay. CCEP reserves the right to void or cancel the Purchase Order if the Deliverables are not delivered within the agreed time frame.
- 5.6 All Deliverables must be properly packaged to prevent deterioration or damage whilst in transit. The Supplier will with all possible speed replace, free of charge, all Deliverables damaged or lost in transit, provided that CCEP gives the Supplier written notification of such damage or loss within a reasonable time. Transportation and associated costs in relation to the replacement of Deliverables will be met by Supplier.

6. Acceptance and Rejection

- 6.1 Deliverables will not be deemed to be accepted by CCEP until they have been inspected.
- 6.2 CCEP may reject any Deliverables, even after they have been accepted, that are (a) contrary to the quantity, description or specifications required of the Deliverables and/or (b) in an unsatisfactory condition or not functioning in the way they are designed to function.
- 6.3 Without waiving or limiting any of CCEP's rights, CCEP may require the Supplier, at the Supplier's expense and CCEP's option (a) to replace or repair any or all rejected Deliverables, or to refund the price of any or all rejected Deliverables and all rejected Deliverables will be held for Supplier's prompt collection at the Supplier's risk and expense and (b)

promptly investigate the rejected Deliverables and report back to CCEP on whether the issue has been remedied.

- 6.4 If CCEP (or any Government agency) initiates a recall and/or withdrawal program in relation to any of the Deliverables, the Supplier must at its own expense, comply with the requirements of such program and do all things reasonably required by CCEP.
7. **Title and risk**
Title to the Deliverables passes to CCEP on payment. Risk to Deliverables remains with the Supplier until completion of Delivery as evidenced by a delivery note signed by CCEP.
8. **Insurance**
8.1 The Supplier shall procure and maintain, at the Supplier's expense (a) **public and products liability insurance** - for each and every occurrence, for no less than AUD\$20m (b) **professional indemnity insurance** (where agreed between the parties)- for each and every occurrence, for no less than AUD\$10m (c) **transit insurance** - covering the risk of loss, damage or destruction of Deliverables to Delivery Location in accordance with the Delivery Terms (d) **comprehensive motor insurance** for all registered Supplier vehicles if the Supplier will be accessing any CCEP sites and (e) **workers compensation insurance** or registrations, as required by law.
8.2 Upon request, Supplier will provide CCEP with a certificate of currency evidencing such insurance.
9. **Price**
The price stated in the Purchase Order is exclusive of GST, but is inclusive of freight, insurance, storage and any other charges or taxes (including international duty and customs charges) in accordance with the incoterms which may be specified in connection with the Delivery. The price shall be in the currency stated in the Purchase Order.
10. **Payment**
10.1 The Supplier at its cost must use the procurement system notified to the Supplier in writing by CCEP from time to time (a Procure to Pay System), to electronically exchange Purchase Orders and Supplier invoices. Otherwise, Supplier's invoices must be sent to the CCEP email address notified to Supplier.
10.2 Invoices must be valid Tax Invoices, include the delivery address, a description of Deliverables, the price, the Purchase Order number and be addressed to the invoice address on the Purchase Order.
10.3 Subject to clause 10.4, CCEP will make payment of a Tax Invoice by the date that is the 1st Business Day of the month that is 3 calendar months after the month in which a correctly rendered tax invoice is provided. (An invoice dated January will be payable 1st Business Day in April).
10.4 If the Supplier has applied for and satisfied the requirements of a 'small supplier' in accordance with CCEP's Small Supplier Payment Policy, CCEP will make payment of a Tax Invoice in accordance with that policy. The Small Supplier Payment Policy is located at https://www.cocacolaep.com/assets/Amatil-/Australia/Supplier-Information/2022_Small-Supplier-Payment-Policy_Australia.pdf as amended, updated or replaced from time to time.
10.5 If CCEP reasonably and in good faith disputes part or all of an invoice submitted by the Supplier, that disputed amount shall not be payable until the disputed amount is resolved.
10.6 If GST is payable on any supply made under or in accordance with the Contract (the GST Supplier), the recipient of the taxable supply (GST recipient) must pay to the GST Supplier an additional amount equal to the GST payable on or for the taxable supply (GST Amount). Payment of the GST Amount will be made at the same time as payment for the taxable supply is required to be made in accordance with the Contract, subject to receipt of a valid Tax Invoice. CCEP will deduct withholding tax where required by law.
11. **Warranties and Guarantee**
11.1 In addition to all other warranties, conditions or other terms expressed or implied by law or otherwise, the Supplier warrants to CCEP that the Deliverables (a) will not infringe any Intellectual Property Rights of a third party (b) are designed, manufactured and delivered in compliance with all applicable user requirements, specifications and standards and will match any samples provided to CCEP (c) are new, (d) are free from any defects and are fit for the purpose intended by CCEP (e) are supplied to CCEP using all diligence, care and skill, and using sufficient, appropriately trained, qualified, experienced and supervised persons and (f) comply with all applicable relevant legislation, regulations, standards, industry codes of practice and any quality assurance system approved or required by CCEP and/or TCCC.
11.2 The Supplier also warrants that it has the right to sell or supply the Deliverables specified in the Purchase Order, the Deliverables will be free of any security interest, charge, lien or other encumbrance and that it has all necessary permits, licenses or consents to supply or perform the Deliverables.
11.3 The Supplier will, to the extent possible, pass on to CCEP the benefit of any warranty or guarantee received from any other person in respect of the Deliverables.
12. **Intellectual Property Rights**
12.1 All intellectual property rights in any Deliverables which are original work created by the Supplier for CCEP pursuant to the Purchase Order will belong to CCEP upon creation, and the Supplier undertakes to do promptly all things necessary to transfer such rights to CCEP.
12.2 The Supplier will fully indemnify CCEP against any cost, expense and liability (and legal expenses) arising from any infringement claim including but not limited to any patent; design right (whether registered or not); trademark or copyright arising out of CCEP's possession, use or distribution of Deliverables supplied by Supplier to CCEP.

- 12.3 All tools, moulds, parts, materials and other things supplied by or paid for by CCEP in order to assist the Supplier fulfil the Purchase Order will be the property of CCEP and will be used solely for the purpose of the Contract and will be returned to CCEP promptly upon request.
- 13. Privacy**
- 13.1 If the Supplier accesses, collects or otherwise processes any personal information (as defined in the *Privacy Act 1998* (Cth)) in relation to CCEP under the Contract, it must (a) comply with the *Privacy Act 1988* (Cth) and any other applicable privacy or data protection laws in relation to such information, including the Australian Privacy Principles as if it were bound by these and not cause CCEP to be in breach of any of these (b) take all reasonable steps to ensure that the information is protected from accidental or unauthorised access or disclosure or loss and (c) immediately notify CCEP if any accidental or unauthorised access or disclosure or loss occurs.
- 14. Confidentiality and Publicity**
- 14.1 The Supplier will keep confidential and secure, and not misuse, any information of CCEP that would reasonably be expected to be proprietary, commercially sensitive or confidential.
- 14.2 Disclosure and use of confidential information by either party is allowed to the extent required by law, provided that the Supplier discloses the minimum amount of confidential information required to satisfy the law, or if the parties have agreed.
- 14.3 The Supplier will stop using and return to CCEP, or destroy any CCEP property and information if requested by CCEP.
- 14.4 The Supplier will not represent or publicise in any way that it is a provider or supplier of CCEP, or allow media release or advertising that names or suggests CCEP, without CCEP's prior written consent.
- 15. Default and Cancellation**
- 15.1 Either party may terminate the Contract and/or cancel any Purchase Order effective immediately (a) if the other party breaches any provision of the Contract and fails to remedy the breach within 10 Business Days of giving written notice from the non-breaching party specifying the breach and requiring it to be remedied (b) if the other party becomes bankrupt, ceases or threatens to cease to carry on business, goes into liquidation, becomes insolvent, appoints a receiver or enters into a formal proposal for a compromise with its creditors or (c) by giving the other party 10 Business Days' written notice.
- 15.2 Subject to CCEP's rights of deduction or set-off, CCEP will pay the Supplier for any Deliverables validly provided up to the date of termination.
- 15.3 Termination of the Contract and/or cancellation of a Purchase Order does not affect any responsibilities which are intended to continue or come into effect after the Contract terminates.
- 16. Indemnity**
- 16.1 The Supplier will indemnify and hold harmless CCEP, its officers, employees and agents from and against any liability, losses, damages, actions, proceedings, claims, demands, costs and expenses including solicitor and own client costs, incurred in connection with any breach by the Supplier of any term of the Contract or the negligent or wrongful act or default of the Supplier or any of its employees, subcontractors or agents. The only exception to this indemnity is where the events giving rise to the claim are caused or contributed to by any deliberate act or failure to do something by CCEP. This obligation continues after the termination or expiry of the Contract.
- 17. Liability**
- 17.1 Neither party is liable to the other party (**Other Party**) for any (a) loss of revenue or loss of profits (b) lost opportunity (c) loss in connection with a claim against the Other Party by any third party however caused (including by negligence), suffered or incurred by the Other Party arising out of or in connection with the Contract, except (a) where such losses arise naturally (b) for liability arising from fraud, unlawful act or omission or wilful misconduct or personal injury (c) for liability arising from repudiation or (d) for any loss, liability, cost or damage arising from reasonable actions taken by the Other Party to avoid, mitigate, remedy or repair any loss, liability, costs or damage arising from a breach of a party's obligation under the Contract.
- 18. Responsible Sourcing Policy**
- 18.1 The Supplier acknowledges the contents of, and confirms compliance with, the CCEP Responsible Sourcing Policy. The Responsible Sourcing Policy is located at <https://www.coccolaep.com/assets/Australia/Australia-Policies-2022/CCEP-RSP-July-2022-FV.pdf> as amended, updated or replaced from time to time.
- 19. Compliance**
- 19.1 The Supplier warrants that the Supplier and the Deliverables supplied shall comply with (a) Chain of Responsibility Laws, (b) laws and standards relating to work health and safety, including all health and safety requirements of which CCEP may notify the Supplier from time to time including all safety and site rules and notices displayed by CCEP at its sites from time to time (c) all legislation and regulations applicable to the Contract, the Deliverables including but not limited to trade sanctions, anti-money laundering and anti bribery laws.
- 19.2 The Supplier shall comply with the CCEP Policies located at https://www.coccolaep.com/assets/Amatil/Australia/Supplier-Information/31f98cf900/Expectations-of-suppliers_FINAL.pdf as amended, updated or replaced from time to time.
- 19.3 Where access to a CCEP site is required, the Supplier must (and must procure that any subcontractor will) comply with

CCEP's reasonable requirements including security processes and health, safety and environment requirements with respect to access to and use of CCEP's premises, facilities and IT resources.

20. Modern Slavery

20.1 The Supplier represents, warrants and undertakes that (a) the Supplier will, and will ensure that its officers, employees, agents, representatives, contractors or subcontractors, comply with all Modern Slavery Laws (b) it will take reasonable steps to ensure there is no modern slavery (as defined in the *Modern Slavery Act 2018* (Cth)) used in its business or its supply chain and (c) to promptly notify CCEP if it becomes aware of an actual, reasonably suspected or anticipated breach of Modern Slavery Laws by the Supplier or in its supply chain.

20.2 The Supplier will comply with any reasonable requests made by CCEP for assistance and the provision of information to enable CCEP's own compliance with Modern Slavery Laws.

21. Force Majeure

21.1 If a party (**Affected Party**) is prevented from performing some or all of its obligations under this agreement by a Force Majeure Event (**Affected Obligations**) the Affected Party is not required to perform the Affected Obligations for as long as the Force Majeure Event prevents performance of the Affected Obligations, subject to written notice being provided to the other party as soon as practicable after it becomes aware of a Force Majeure Event. The notice must detail the cause, duration and details of the Force Majeure Event along with steps taken by the Affected Party to remedy or minimise the impact on the performance of the Affected Obligations. If a Force Majeure Event prevents performance of the Affected Obligations for longer than 60 days either party may terminate the Contract on written notice to the other party.

22. General

22.1 Subject to clause 22.2, neither party will, without the written consent of the other party (such consent not to be unreasonably withheld), assign, novate, transfer, encumber or otherwise deal with its rights under the Contract or any part thereof.

22.2 CCEP may assign, transfer or novate its rights and obligations under the Contract or any part thereof to its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) on notice to the Supplier without the Supplier's prior written consent.

22.3 The Supplier must not subcontract (excluding delivery) under the Contract without the prior written consent of CCEP. Notwithstanding CCEP's consent, the Supplier will (a) ensure that the subcontractor complies with the applicable provisions of the Contract and (b) remain fully responsible for all obligations to CCEP under the Contract.

22.4 Nothing in the Contract will be taken to constitute the Supplier as an employee, agent, partner or joint venturer of CCEP.

22.5 A provision of the Contract or a right created under it, must not be varied or waived except in writing, signed by the party or parties to be bound.

22.6 Any provision of the Contract that is unenforceable or invalid will be treated as if it were removed from the Contract but it will not affect the enforceability of the remaining provisions of the Contract.

22.7 The construction, validity and performance of a Contract will be governed by the laws of and applicable in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

23. Definitions

23.1 **Business Day** means Monday to Friday inclusive except for statutory holidays in New South Wales.

23.2 **CCEP** means the Coca-Cola Europacific Partners entity named on the Purchase Order.

23.3 **Contract** means the binding contract formed between CCEP and the Supplier in relation to the Deliverables.

23.4 **Deliverables** means the goods and/or services described in the Purchase Order.

23.5 **Deliver(y)** means the delivery or provision of the Deliverables at the location nominated by CCEP in the Purchase Order.

23.6 **Force Majeure Event** means any event beyond the reasonable control of the parties that cannot reasonably be prevented by a party by taking reasonable precautions or circumvented.

23.7 **Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and any other equivalent laws of any State or Territory applicable in the jurisdiction in which CCEP or the Supplier conducts business or in which the Deliverables are to be provided.

23.8 **Purchase Order** means the order issued by CCEP for the supply of the Deliverables.

23.9 **Supplier** means the entity to whom a Purchase Order is addressed.

23.10 **Supplier Authorisation Agreement** means a TCCC authorization agreement, which grants Supplier authorisation to use the TCCC trademarks

23.11 **Tax Invoice** means a document provided by the Supplier to CCEP pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

23.12 **TCCC** means The Coca-Cola Company.