

**TRICORBRAUN ANZ PTY LTD – 66 000 058 711 & TRICORBRAUN NZ LIMITED – 401640**  
**TERMS AND CONDITIONS OF PURCHASE – as at 2 April 2024**

1. **DEFINITIONS.** In the Conditions: (a) “**Company**” means TB AUS if they place the relevant Purchase Order or TB NZ if they place the relevant Purchase Order; (b) “**TB AUS**” means TricorBraun ANZ Pty Ltd ACN 000 058 711; and (c) “**TB NZ**” means TricorBraun NZ Limited (company number 401640).
2. **GOVERNING PROVISION.** The purchase of all goods or services by the Company shall be subject to and governed exclusively by these terms and conditions of purchase (the “**Conditions**”) and the terms of the Purchase Order. The seller’s acceptance of any order or other offer from the Company for goods or services (a “**Purchase Order**”) is deemed to include the seller’s acceptance that these Conditions apply to that Purchase Order. No modified, additional or different conditions or terms (except for express or implied warranties which are broader in scope than those contained in these Conditions and except for any additional rights or remedies available or given to the Company), whether contained in a seller quotation, order acknowledgement, invoice or other document furnished by the seller, shall be recognised by or binding upon the Company unless specifically agreed to in writing by an officer of the Company, and the failure of the Company to object to any such provisions or terms shall not be a waiver of these Conditions or an acceptance of such modified, additional or different terms or conditions. By accepting the Purchase Order, the seller waives any and all terms and conditions of its quotation, order acknowledgement, invoice or other documents.
3. **PAYMENT TERMS.** Payment discount periods shall not commence and the seller’s invoice is not payable within 60 days from the later of: (a) the date the goods are received by the Company or, if the Company is responsible for shipping, by the person to whom the goods are to be shipped (whichever is earlier) or the date the services are provided by the seller (as the case may be); or (b) the date the invoice for goods or services is received by the Company (however such invoice can only be issued after the relevant event in sub-clause (a) occurs).
4. **INTEREST.** No interest, service or default charges will accrue on any invoices.
5. **GST.** Unless otherwise specified, all amounts are expressed to be exclusive of any applicable goods and services tax (“**GST**”) and therefore any such GST must be added to the relevant amount and is payable at the same time as the amount to which it relates is payable, however, the party receiving the GST must firstly provide the party paying the GST with a tax invoice for the same that meets the requirements of *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and the regulations thereunder (in respect of Purchase Orders placed by TB AUS) or the requirements of the *Goods and Services Tax Act 1985 (NZ)* (in respect of Purchase Orders placed by TB NZ). The relevant parties must promptly make any necessary adjustment in respect of GST, including the party receiving the GST issuing an adjustment note that meets the aforementioned legislative requirements to the party paying the GST, if the amount of GST paid or payable changes.
6. **TAXES.** To the fullest extent permitted by law, apart from GST, no additional taxes, duties, levies, tariffs, charges (including packing, insurance and freight) or imposts are to be added to any amount payable by the Company unless agreed to by the Company in writing.
7. **CURRENCY.** Unless otherwise agreed in writing, all references to “**\$**” or “**dollars**” are to the lawful currency of Australia in respect of Purchase Orders placed by TB AUS or to the lawful currency of New Zealand in respect of Purchase Orders placed by TB NZ.
8. **PRICE CHANGES.** The Company shall not be billed at prices higher than stated on a Purchase Order unless agreed to in writing by an officer of the Company. The seller represents that the prices charged for goods or services described on a Purchase Order are the lowest prices charged by the seller to buyers at a class similar to the Company under conditions similar to those specified on such Purchase Order and that the prices comply with all applicable governmental regulations in effect at each time of the related quotation, sale, delivery/performance and invoice, and the seller must promptly (and in any event, within 7 days) notify the Company in writing if this representation is or becomes untrue in any respect. The seller agrees that any price reduction made, including an automatic price reduction to align with the foregoing representation, in goods or services covered by a Purchase Order subsequent to it being placed by the Company will be applicable to such Purchase Order.
9. **DELIVERY AND TIME OF THE ESSENCE.** Time is of the essence in respect of all of the seller’s obligations under these Conditions and the Purchase Order and delivery is to be made both in quantities and at times specified in schedules furnished by the Company (acting reasonably) or agreed to by the Company and at the places specified in a Purchase Order. However, the seller is entitled to a reasonable extension of time to the extent that a delay is solely caused by a force majeure event. A “force majeure event” means an event which is beyond the reasonable control of, and without the fault or negligence of, the seller and which results in the seller being unable to observe or perform on time an obligation under these Conditions, but it specifically excludes any event or circumstance which could or would have been avoided or substantially mitigated by normal planning and prudent business management or the seller exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced seller engaged in the same type of undertaking and under the circumstances contemplated in these Conditions. The Company may, acting reasonably, vary the time and/or place of delivery by written notice to the seller at anytime before delivery occurs. The seller must immediately notify the Company in writing of any actual or expected delay in delivery. To the fullest extent permitted by law, if delivery of goods or rendering of services is not completed by the required time, the Company reserves the right without liability, and in addition to its other rights and remedies, to terminate the relevant Purchase Order by written notice to the seller. Any provisions herein for delivery of goods or rendering of services by instalments shall not be construed as making the obligations of the seller severable.
10. **RISK OF LOSS.** It is agreed that the term “F.O.B.” is a price term only. All risk of loss or damage in respect of the goods shall not pass to the Company until delivery of the goods to the Company or, if the Company is responsible for shipping, to the person to whom the goods are to be shipped as specified by the Company.
11. **RIGHT TO INSPECT AND NOTICE OF REJECTION.** All goods purchased by the Company are subject to inspection and approval including at the point of destination either by the Company or, if the Company is responsible for shipping, the person to whom they are to be shipped. The Company and, if the Company is responsible for shipping, the person to whom the goods are to be shipped reserve the right to reject any goods which do not conform to the Company’s instructions, specifications, drawings, the Purchase Order, these Conditions, or the warranties contained herein or given by the seller. Notice of rejection of goods may be given either orally or in writing by the Company and shall be given within a reasonable time after the discovery of the non-conformity or breach. The delay or failure of the Company to specify in the notice of rejection any particular defect or non-conformity shall not preclude it from relying on such defect or non-conformity to justify rejection or establish a breach. Payment by the Company for any goods purchased or the signing or receipt of any delivery docket shall not constitute an acceptance and shall be deemed to be made with full reservation of the Company’s rights and remedies. Rejected goods will be held pending the seller’s instructions and at the seller’s risk as to loss or damage for up to 60 days and thereafter the Company may dispose of the same at the seller’s expense. The seller must collect the rejected goods at its expense or pay for their return. No goods collected or returned or disposed of as defective or non-conforming shall be replaced without a new Purchase Order and the Company may elect to cancel the Purchase Order in part or whole that relates to the defective or non-conforming goods by written notice to the seller within 30 days after the seller’s receipt of the defective or non-conforming goods or within 30 days after the Company’s disposal of the same. Neither the Company nor, if the Company is responsible for shipping, the person to whom the goods are to be shipped shall have any obligation to pay for or sell any goods so rejected, however, if any such payments have been made to the seller then the seller must promptly (and in any event, within 14 days) refund them to the Company but only to the extent that the Company has not ordered and received replacement goods that conform to the requirements of these Conditions and the Purchase Order.
12. **TITLE.** Title to the goods passes to the Company on the earlier of payment or use of the goods and the seller warrants title will pass at that time free of all liens, charges, mortgages, encumbrances and security interests including any security interests under the *Personal Property Securities Act 2009 (Cth)* (in respect of Purchase Orders placed by TB AUS) or the *Personal Property Securities Act 1999 (NZ)* (in respect of Purchase Orders placed by TB NZ) of the seller or any third party.
13. **CANCELLATION.** The Company reserves the right to cancel all or any part of a Purchase Order without payment or penalty and without prejudice to any claim for damages or any other rights or remedies of the Company if

- at the time of such cancellation: (a) the seller is or becomes bankrupt or insolvent, or (b) a petition in bankruptcy or an application for winding-up is filed against the seller, or (c) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or any other form of external controller is appointed for the seller, or (d) the seller makes an assignment or deed of arrangement for the benefit of its creditors, or (e) the seller breaches any of these Conditions or fails to remedy the same within any timeframe reasonably specified by the Company.
14. **CHANGE IN QUANTITY.** In the event that the Company shall find that it does not require the full amount of the goods specified in a Purchase Order, it shall have the right, by written notice to the seller, to reduce the amount ordered (including to nil) as to any goods which are not specially manufactured under such Purchase Order prior to their delivery to a carrier for shipment, and, as to any goods which are to be specially manufactured under a Purchase Order, prior to their physical production commencing. The Company shall reimburse the seller for any agreed reasonable expenses (excluding overheads) actually incurred with supporting evidence to be provided by the seller to the Company's reasonable satisfaction with respect to the quantity so reduced but this does not apply to the extent the goods can be sold to the seller's other customers.
15. **WARRANTIES.** In addition to any other express or implied warranties, the seller warrants that all goods supplied by the seller to the Company: (a) do not infringe the intellectual property rights of any third party; (b) are of merchantable quality; (c) are fit for the purposes intended (including any purpose specified by the Company); (d) are of good and new materials and workmanship and free from defects including in respect of design, materials and workmanship; (e) comply with the terms of these Conditions (including as to toxins) and the Purchase Order; (f) are suitable and safe for food contact in accordance with all applicable Australian, New Zealand, USA and European laws, regulations, standards (including Australian Standards and New Zealand Standards), codes of practice (whether voluntary or otherwise) and the requirements of all governmental, statutory and regulatory authorities relating to food contact and safety including in respect of carcinogenic compounds and specific migration limits (unless otherwise agreed in writing with the Company); (g) conform to the specifications and drawings specified by or agreed to by the Company; (h) conform to the samples or other descriptions furnished by the seller or specified by or agreed to by the Company; (i) comply with the requirements of all applicable laws, regulations, standards (including Australian Standards and New Zealand Standards), codes of practice (whether voluntary or otherwise) and the requirements of all applicable governmental, statutory and regulatory authorities relating to the goods including their safety, manufacture, packaging, labelling, importation, transportation and delivery, and including compliance with all applicable chain of responsibility legislation (such as the Heavy Vehicle National Law and Regulations), the Australian Code for the Transport of Dangerous Goods by Road & Rail, the *Industrial Chemicals Act 2019 (Cth)*, the Australian Industrial Chemicals Introduction Scheme, the *Land Transport Act 1998 (NZ)*, the *Land Transport Rule: Dangerous Goods 2005 (NZ)*, the *Health and Safety at Work Act 2015 (NZ)* and the *Hazardous Substances and New Organisms Act 1999 (NZ)* and regulations (if applicable); (j) are safe for use in accordance with its intended purposes (including any purpose specified by the Company); and (k) will be packed appropriately so as not to be damaged in transit. The seller agrees that these warranties shall survive any inspection, delivery, acceptance or payment by the Company or, if the Company is responsible for shipping, by the person to whom the goods are to be shipped. These warranties shall be in addition to any implied warranties made by the seller (and, for clarity, the seller does not contract out of any such implied warranties) including under (1) the common law, (2) the *Competition and Consumer Act 2010 (Cth)* (in respect of Purchase Orders placed by TB AUS) or the *Fair Trading Act 1986 (NZ)*, the *Contract and Commercial Law Act 2017 (NZ)* or the *Consumer Guarantees Act 1993 (NZ)* (in respect of Purchase Orders placed by TB NZ) or (3) any express warranties of additional scope given by the seller. Any express warranties of additional scope given by the seller or the manufacturer of goods purchased by the Company shall extend to and enure to the benefit of the Company and any subsequent purchaser or user of any such goods. Any conflict between any express or implied warranty shall be resolved in favor of the warranty providing the broadest scope. In addition to all of the foregoing and any other express or implied warranties, the seller warrants to the Company that the seller will comply with all applicable laws, regulations, standards (including Australian Standards and New Zealand Standards), codes of practice (whether voluntary or otherwise) and the requirements of all applicable governmental, statutory and regulatory authorities relating to the goods and services including, without limitation, in respect of all applicable health and safety and food safety requirements.
16. **INDEMNIFICATION.** To the fullest extent permitted by law, the seller indemnifies the Company, its officers, employees, contractors and agents, and the Company's customers and any users of the goods against, and releases and holds each of the foregoing harmless from, any and all claims, demands, actions, suits, proceedings, litigation, judgments, cost, losses, expenses, interest, fines, damages, and all other liabilities of every kind and whether direct or indirect, including all legal fees and disbursements on the higher of a solicitor/own client or full indemnity basis and all experts' fees, with respect to or arising from any material breach by the seller of these Conditions or a Purchase Order, or with respect to any goods which the seller supplies to the Company arising: (a) from or connected with injury to person, property, or business based upon or resulting from the actual or attempted use, operation, delivery, transportation, manufacture, or selection of the goods supplied which is caused or contributed to by any material defect or material non-conformance in respect of the goods whatsoever; (b) out of or related to any liability in tort (including any negligent act or omission); (c) out of or related to claims for material breach of any express or implied warranty, including without limitation any express or implied warranty of merchantability or warranty of fitness for a particular purpose; (d) out of or related to any infringement or alleged infringement of any third party intellectual property rights (except for any infringement resulting solely and directly from adherence to specifications or drawings, other than those of the seller's design or selection, originally submitted to the seller by the Company); (e) out of or related to any product recall in respect of the goods; (f) out of or related to any wilful act or omission by or on behalf of the seller; or (g) out of or related to any rejected goods. The seller further agrees, at its own cost and expense, and upon the Company's reasonable request, to defend or assist in the defense of any and all claims, demands, actions, proceedings, litigation, actions or suits which may be brought against the Company or any indemnitee, either alone or in conjunction with others, and shall satisfy, pay and discharge any and all judgments, fines and any other monies that are or may be recovered against the Company or any indemnitee, provided, however, that the Company shall promptly give the seller written notice of any such claim, demand, proceeding, litigation, suit or action, and provided further that the seller shall not consent to the entry of any judgment or enter into any settlement or compromise or make any admission of liability with respect to any action, proceeding, litigation, suit, claim or demand without the Company's prior written consent which is not to be unreasonably withheld.
17. **RIGHTS AND REMEDIES.** The rights and remedies herein reserved to the Company shall be cumulative and, to the fullest extent permitted by law, additional to any other or further rights or remedies provided by law or contained in any quotation, order acknowledgement, invoice or other document furnished by the seller to the Company. No writing, course of dealing or usage of trade, including, without limitation, anything which purports to limit or exclude any express or implied warranties or limit or exclude any damages against the seller or which purports to make any remedy by the Company an exclusive remedy, shall limit any remedy available to the Company. To the fullest extent permitted by law, all such purported limitations and exclusions are null and void. In addition to any other rights and remedies of the Company, the Company may deduct from or offset against any monies it owes the seller from any monies the seller owes the Company or from any bona fide claim the Company has against the seller.
18. **WAIVER.** No waiver of any breach of any provision of these Conditions shall constitute a waiver of any other breach of such provision or any other provision.
19. **RECORDS.** The seller must: (a) maintain accurate and complete records evidencing that the goods meet the requirements of these Conditions and any compliance certificates, test certificates or analysis certificates provided by the seller; (b) keep those records for at least two years after the relevant goods are supplied to the Company; and (c) promptly provide the Company with copies of those records whenever requested.
20. **COMPLIANCE WITH LAWS.** Without limiting any other provision of these Conditions, to comply with toxics in packaging laws adopted in various jurisdictions in which goods supplied to the Company may be sold, distributed or used, upon the Company's request, the seller shall provide the Company with a written

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- certificate of compliance in form and substance that is satisfactory under any such law certifying to the Company that, among other things: (a) lead, mercury, cadmium, and hexavalent chromium were not intentionally added to any goods or components of goods during the manufacturing process; (b) the sum of the incidental concentration levels of lead, mercury, cadmium and hexavalent chromium present in any goods or components of goods does not exceed 100 parts per million by weight; and (c) the seller will maintain adequate documentation of this certification for inspection upon the Company's request. In the event that goods and/or components of goods are exempt from applicable toxics in packaging laws, upon the Company's request, the seller shall provide the Company with a written certificate of compliance in form and substance that is satisfactory under any such law certifying to the Company that, among other things, such goods and/or components of goods are exempt from such laws for the reasons enumerated by the seller.
21. **ENTIRE AGREEMENT.** Except as otherwise agreed in writing by the relevant parties and subject to the Purchase Order and the applicable specifications and/or drawings, these Conditions are intended by the relevant parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement in relation to its subject matter. No course of prior dealings between the relevant parties and no usage of trade shall be relevant to supplement or explain any term used in these Conditions. Acceptance or acquiescence in a course of performance rendered in accordance with a Purchase Order or under these Conditions shall not be relevant to determine the meaning of these Conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objections.
  22. **SEVERABILITY.** Any term that is unenforceable will be severed unless the term is unenforceable because it is declared to be an unfair contract term in which case it shall, at the Company's election be deemed to be amended to the minimum extent required to prevent it from being an unfair contract term.
  23. **INTERPRETATION.** The paragraph headings herein are for convenience only and shall not be deemed to limit or otherwise modify the terms hereof. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Conditions or any part of them. The words "includes", "including", "such as" and similar expressions are not words of limitation. A reference to any legislation, regulation, standard or code of practice includes all legislation, regulations, standards or codes of practice varying, consolidating or replacing them, and a reference to legislation includes all regulations, proclamations and ordinances issued after that legislation. The rights and obligations of TB AUS and TB NZ are several and NOT joint and NOT joint and several. Unless the context otherwise requires, references to Australian legislation, laws, regulations, codes of practice, standards, governmental, statutory and regulatory authorities only apply to Purchase Orders placed by TB AUS. Unless the context otherwise requires, references to New Zealand legislation, laws, regulations, codes of practice, standards, governmental, statutory and regulatory authorities only apply to Purchase Orders placed by TB NZ.
  24. **FURTHER ASSURANCE.** The relevant parties shall promptly execute all documents and promptly perform all acts necessary to give full effect to the terms of these Conditions.
  25. **NO MERGER.** To the fullest extent permitted by law, any provision operating or capable of operating after completion of the supply of the goods or services or the termination of these Conditions or a Purchase Order does not merge on such completion or termination.
  26. **ASSIGNMENT.** No Purchase Order or any obligation of the seller to the Company thereunder or under these Conditions may be assigned or novated by the seller without obtaining the Company's prior written consent in each instance, which consent may be withheld in the Company's sole discretion. The Company may assign or novate its rights and obligations under a Purchase Order and hereunder in whole or in part on one or more occasions without obtaining the consent of or giving notice to the seller.
  27. **APPLICABLE LAW.** These Conditions and each Purchase Order shall be interpreted, and the rights and obligations of the parties hereto shall be governed and determined, by the laws of the State of New South Wales, Australia (in respect of Purchase Orders placed by TB AUS) or the laws of New Zealand (in respect of Purchase Orders placed by TB NZ).
  28. **CONFIDENTIALITY.** In connection with the offer to purchase and the purchase of goods or services from the seller, the Company may disclose to the seller confidential business information of the Company or its customers, including, but not limited to, the identity of the Company's customers, prices, specifications, packaging designs and proposed packaging designs. The seller agrees to maintain the confidentiality of this information and not to disclose it to third parties and not to use this information for any purpose unrelated to the sale of goods and services by the seller to the Company pursuant to these Conditions.
  29. **JURISDICTION.** Any legal action or proceedings with respect to these Conditions and/or a Purchase Order against any party or any of its property and assets may be brought in the Courts of the State of New South Wales, Australia (in respect of Purchase Orders placed by TB AUS) or the Courts of New Zealand (in respect of Purchase Orders placed by TB NZ) and each party accepts, for itself and in respect of its property and assets, generally and unconditionally the jurisdiction of the Courts of the relevant aforementioned location.
  30. **THIRD PARTIES.** It is agreed that any third parties, including any indemnitees, referred to in these Conditions are entitled to the benefit of, and are entitled to enforce the provisions of, any terms of these Conditions which operate in their favour even though they may not be a party to these Conditions.
  31. **PRODUCTION CHANGES AND SUBCONTRACTING.** The seller cannot change the specifications, drawings, characteristics, designs or features of the goods or their packaging, or the materials, processes or equipment used to produce the goods or their packaging, or subcontract any of its rights or obligations, unless the prior written consent of the Company is obtained. If the seller wishes to make a change or engage in subcontracting, it must promptly notify the Company in writing and provide any reasonably requested information and documentation to enable the Company to properly and fully consider the requested change or subcontracting proposal. The Company's consent to any subcontracting does not relieve the seller of any liability, responsibility or obligation in respect of the goods or services.
  32. **PRIVACY / DATA SECURITY.** The seller must ensure that all "personal information" as defined by the *Privacy Act 1988 (Cth)* (in respect of Purchase Orders placed by TB AUS) or the *Privacy Act 2020 (NZ)* (in respect of Purchase Orders placed by TB NZ) relating to the provision of the goods or services or that is provided by or on behalf of the Company is safeguarded and collected, stored, accessed, used and disclosed strictly in accordance with that legislation or as permitted with the prior written consent of the Company. For clarity, the seller must ensure that it complies with the *Privacy Act 1988 (Cth)* (in respect of Purchase Orders placed by TB AUS) or the *Privacy Act 2020 (NZ)* (in respect of Purchase Orders placed by TB NZ) in every respect. If the seller knows or suspects that any personal information has been collected, stored, accessed, used or disclosed contrary to any of the foregoing or that any other security breach has occurred in respect of the personal information then it must report the same to the Company in writing within 24 hours and comply with any reasonable requests by the Company for information about the same, including as to any investigation or resolution.
  33. **SUPPLIER CODE OF CONDUCT.** The seller must comply with the TricorBraun supplier code of conduct (as may be varied or replaced from time to time) and which can be accessed at: <https://www.tricorbraun.com/tricorbraun-supplier-code-of-conduct>, and the seller must promptly (and in any event, within 7 days) notify the Company in writing of any non-compliance.
  34. **INCONSISTENCY.** If there is any inconsistency between: (a) the Purchase Order; (b) these Conditions; or (c) the supplier code of conduct, then the item further up this list prevails to the extent of any inconsistency with an item lower down this list.
  35. **INSURANCE.** The seller must have and maintain: (a) public liability insurance (on an occurrence basis) for at least \$20,000,000 per event; (b) product liability insurance (on an occurrence basis) for at least \$20,000,000 in aggregate for the relevant 12 month period of the insurance period; (c) product recall insurance for at least \$20,000,000 in aggregate for the relevant 12 month period of the insurance period; and (d) all insurances required by applicable laws including workers compensation insurance. The seller must comply with all terms applicable to such insurances and provide the Company with certificates of currency evidencing such insurances whenever requested. The seller must ensure its subcontractors have such insurances in place as are reasonably specified by the Company and the seller must provide the Company with certificates of currency evidencing such insurances whenever reasonably requested.