Sevenfields Operations Pty Ltd t/a Nutrano Produce Group ("Nutrano")

Purchase Order Terms & Conditions

1 PURCHASE ORDER AND CONTRACT FORMATION

1.1 These terms and conditions apply to all Goods and/or Services requested by Sevenfields Operations Pty Ltd **("Nutrano")** from the Supplier as set out in a Purchase Order. Any additional terms or conditions provided by the Supplier do not form part of the Contract unless expressly agreed in writing by an authorised representative of Nutrano.

1.2 Except to the extent expressly set out in a Purchase Order;

a) the Supplier is a non-exclusive Supplier of Nutrano;

b) nothing in this Contract obliges Nutrano to request or acquire any Goods and/or Services from the Supplier; and

c) Nutrano may acquire goods and/or services that are the same as (or similar to) the Goods and/or Services from any third party.

1.3 A contract is formed (and a Purchase Order is deemed accepted by the Supplier) when Nutrano issues a Purchase Order to the Supplier and the Supplier either:

a) acknowledges or confirms the Purchase Order;

b) proceeds with the Supply of the Goods and/or Services; or

c) otherwise acts in any manner consistent with accepting the Purchase Order, (the Contract).

1.4 This Contract consists of (in order of precedence):

a) the Purchase Order issued to the Supplier, and any documents attached to the Purchase Order; and

b) these terms and conditions.

2 SUPPLY, DELIVERY & ACCEPTANCE

2.1 The Supplier must:

a) supply the Goods and/or perform the Services in accordance with the Contract, Nutrano's Supplier Code of Conduct, all applicable Laws, industry standards and codes and all reasonable directions of Nutrano.

b) complete the Services and deliver the Goods to the Delivery Location by the relevant **Expected Receipt Date**;

c) keep Nutrano always informed regarding its ability to comply with the requirements of this clause 2, including by notifying Nutrano in writing immediately upon becoming aware of any delay that will or may be likely to contribute to a failure by the Supplier to meet the **Expected Receipt Date**.

d) ensure the Supplier Delivery Document is signed by Nutrano. Following receipt of the notice, Nutrano will either:

i. acknowledge that the Goods have been delivered and/or the Services have been completed in accordance with the Contract; or

ii. notify the Supplier that the Goods and/or Services do not meet the requirements of this Contract.

2.2 If the Supplier does not deliver the Goods or perform the Services in accordance with clause 2.2, Nutrano may cancel the Purchase Order without incurring any cost.

2.3 Nutrano acquires title to the Goods and/or Services on the earlier to occur of:

a) when Nutrano makes the first payment to the Supplier for the Goods and/or Services; or

b) when the Goods are delivered to Nutrano, or the Services have been provided to Nutrano.

2.4 The Supplier represents and warrants that the Goods and/or Services:

a) conform to the descriptions, drawings, samples, and specifications of the Contract;

b) are fit for their intended purpose, of merchantable quality and free from defects;

c) are free of all liens and encumbrances and the Supplier has good title to them;

d) will not breach any Intellectual Property Rights, and Nutrano will not have to pay any licence fee, royalty or other amount in connection with the Goods and/or Services;

e) will strictly comply with all applicable Laws, standards and codes; and

f) will be supplied and performed (i) with the degree of skill, diligence and care expected from an experienced supplier in the relevant trade, industry or profession; and (ii) by Personnel who hold all relevant qualifications, permits and licences.

2.5 The Supplier acknowledges and agrees that Nutrano will not be bound by any terms, conditions or restrictions arising from the sale, use, resale or hire of the Goods.

2.6 The Supplier agrees that it will assign to Nutrano the benefits and rights of all warranties to which the Supplier is entitled with respect to the Goods and/or Services.

3 FEES & INVOICING

3.1 Nutrano will pay the Supplier the Fee in respect of Goods delivered and/or Services provided in accordance with the Contract. The Supplier acknowledges and agrees that the Fee is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services.

3.2 The Supplier must issue a tax invoice in PDF format to Nutrano accounts payable email address; invoices.farming@nutrano.com.au

within 5 Business Days after the Goods are delivered and/or the Services are completed.

3.3 Nutrano will pay all undisputed amounts within 30 days from the end of the month in which the relevant tax invoice is received, unless otherwise agreed in writing or alternative payment terms have been agreed with the Supplier.

3.4 Any tax invoice issued more than 12 months after the supply of Goods or performance of Services will be invalid and not payable by Nutrano.

3.5 Nutrano may direct the Supplier to alter, add to or omit all of part of the Goods and/or Services. The Fee for such variation will be based on the rates set out in the Purchase Order.

3.6 Payment made by Nutrano are on account only and are not:

a) evidence that the Goods and/or Services have been satisfactorily supplied or carried out in accordance with the Contract; or

b) an admission of liability or approval by Nutrano of the Supplier's performance or compliance with the Contract.

3.7 Nutrano is not obliged to pay any invoice that does not comply with the requirements of this clause 3.

3.8 Unless specified in the Purchase Order, the Fee includes all packaging, handling, freight, levies and installation charges, the Supplier's costs and expenses in providing the Goods and Services and all duties, taxes and charges except GST.

3.9 The Supplier must ensure that each invoice, the delivery slip and all correspondence pertaining to the Goods and/or Services clearly sets out:

a) Nutrano' full legal name and ABN;

b) the date and number of the applicable Purchase Order;

c) a description of the Goods supplied, or Services performed, including the quantities and date they were supplied;

d) where Nutrano has provided the Supplier with asset numbers, Nutrano asset numbers against the serial number of the Goods;

e) the Fee claimed by the Supplier for the Goods supplied or the Services performed; and

f) any other information that Nutrano reasonably requires from time to time.

3.10 Nutrano may withhold, retain, or set off from any payment due to the Supplier under the Contract against:

a) any amounts or debts due and payable from the Supplier to Nutrano; and

b) any amounts that Nutrano, acting reasonably and in good faith, considers necessary to protect Nutrano against any damages or loss for which the Supplier is or may become liable to Nutrano under or in connection with the Contract.

3.11 The parties agree that all amounts payable under the Contract are expressed on a GST exclusive basis. If GST is payable in relation to a Taxable Supply, the amount payable for that Taxable Supply is the amount for that Taxable Supply specified in this Contract plus GST. The parties must provide each other with all documentation required to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made under the Contract. In this clause, the terms "Taxable Supply" and "Input Tax Credit" have the meaning given in the GST Law.

3.12 Nutrano may withhold from a payment to be made to the Supplier under the Contract any

amount which, in its opinion it is required to withhold in respect of the Supplier's taxation liabilities or as required by Law. If Nutrano pays an amount to the Supplier without withholding an amount, or a sufficient amount, in respect of the Supplier's taxation liabilities which the Law requires, then (except in the case of Nutrano's wilful default) the Supplier indemnifies Nutrano against any loss or damage which Nutrano suffers as a result.

4 DEFECTS

4.1 Nutrano may by notice in writing to the Supplier reject the Goods and/or Services if the Supplier fails to comply with its obligations under clause 2, and/or reject any Goods and/or Services which are at any time found not to be in accordance with the Contract (Defective Goods and/or Services).

4.2 If Nutrano receives Defective Goods and/or Services, Nutrano may direct the Supplier, at the Supplier's sole expense and within the time directed by Nutrano to:

a) remove, rectify, or re-perform the Defective Services;

b) repair, replace or make good the Defective Goods;

c) or refund or credit to Nutrano all money paid or payable by Nutrano to the Supplier in relation to the Defective Goods and/or Services.

4.3 If the Supplier fails to comply with its obligations under clause 4.2, Nutrano may have any repair, replacement, rectification or resupply performed or provide by a third party at the Supplier's sole expense.

5 INSURANCE

5.1 The Supplier will at its own cost, effect and maintain appropriate insurance policies including:

a) product liability insurance with cover of not less than $20 million per occurrence;

b) public liability insurance with cover of not less than $20 million per occurrence and in the aggregate;

c) workers compensation as required by law;

d) where the Services include design services or professional advice, professional indemnity insurance of not less than $10 million per claim for the duration of the Services and for seven (7) years after completion of the Services;

e) where the Supplier is a sole trader or partnership, personal accident insurance; and

f) any other insurance as specified in the Purchase Order.

5.2 Upon Nutrano' request, the Supplier must promptly provide Nutrano with certificates of currency for the Supplier's insurance policies required by this clause 5.

5.3 Nutrano may take out and maintain any policy of insurance required by this clause 5 if the Supplier fails to do so, and the Supplier agrees to reimburse Nutrano for any expenses Nutrano incurs in taking out and maintaining such insurance.

6 LIABILITY AND INDEMNITY

6.1 The Supplier indemnifies Nutrano and its Personnel (those indemnified) against all liability, claims, costs (including legal costs on a solicitor own client basis), loss, or damage suffered or incurred by those indemnified, arising directly or indirectly out of or in connection with:

a) a negligent act or omission of the Supplier or its Personnel;

b) breach of the Contract by the Supplier;

c) any death or personal injury of any person, loss of or damage to any real or personal property;

d) any environmental damage or degradation arising from the Supplier's acts or omissions;

e) infringement of Intellectual Property Rights arising from the supply of Goods or Services; and

f) Defective Goods and/or Services.

6.2 The indemnity given by the Supplier under clause 6.1 will be proportionately reduced to the extent the loss, damage, injury or death arose directly out of the negligence or breach of Nutrano or Nutrano' Personnel.

6.3 Subject to clause 6.4, but notwithstanding any other clause of the Contract, whether in contract, tort (including negligence), indemnity, warranty, statute or otherwise:

a) neither party will be liable for any Consequential Loss arising out of or in connection with the Contract;

b) Nutrano' maximum liability to the Supplier under or in connection with the Contract is limited to the Fees; and

c) the Supplier's maximum liability to Nutrano under or in connection with the Contract is limited to two times the Fees payable by Nutrano under the Purchase Order.

6.4 The exclusions and limitations of liability in clause 6.3 do not apply to the Supplier's liability for:

a) fraud, wilful misconduct or breach of Laws;

b) infringement of Intellectual Property Rights;

c) loss of or damage to property, including any property of Nutrano;

d) personal injury or death;

e) breach of clause 11;

f) any event or liability which is covered by an insurance policy required by the Contract, or which would have been covered by and insurance policy required by the Contract but for: (i) the Supplier failing to take out and maintain the insurances required by the Contract; or (ii) the Supplier vitiating, prejudicing, or failing to make a claim under an insurance policy; and

g) any liability which cannot be limited at law.

7 BREACH & TERMINATION

7.1 This Contract may be terminated in whole or in part:

a) by Nutrano at any time for any reason by giving 7 days written notice to the Supplier;

b) by either party immediately on written notice if the other party is in breach of the Contract and the other party has failed to remedy that breach within 14 days of being requested to do so in writing; or

c) by either party immediately on written notice if the other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters liquidation, administration, receivership or ceases to carry on business, subject to any rights it may have under the Corporations Act 2001 (Cth).

7.2 Termination or expiry of the Contract does not affect the rights or obligations of the parties under the Contract that accrued prior to the date of termination or expiry.

7.3 On termination, the Supplier must deliver to Nutrano all Goods and/or Services which Nutrano has paid for prior to the date of termination.

8 ETHICAL BUSINESS CONDUCT

8.1 Each party will ensure:

a) it and its Personnel comply with all applicable Laws concerning ethical business conduct, including Modern Slavery Laws and Anti-Bribery and Anti-Corruption Laws;

b) it does not have any conflict of interest that may be relevant to the Contract or provision of the Goods and/or Services;

c) it takes all reasonable steps to conduct its business in a manner which complies with Anti-Bribery and/or Anti-Corruption Laws and Modern Slavery Laws and will ensure there is no bribery and corruption or Modern Slavery in its operations and its own supply chain;

d) it has adequate documented processes in place to ensure that it and its Personnel act in accordance with Anti-Bribery and Anti-Corruption Laws and Modern Slavery Laws when providing/receiving the Goods and/or Services; and

e) it will provide information as requested by the other party from time to time which is reasonably required to comply with the other party's reporting and compliance obligations under Modern Slavery Laws.

9 FORCE MAJEURE

9.1 If a party (Affected Party) is prevented, in whole or in part, from carrying out its obligations under the Contract (other than an obligation to pay money) (Affected Obligations) because of Force Majeure the Affected Obligations are suspended and the Affected Party must:

a) use reasonable endeavours to overcome the effects of the Force Majeure as soon as reasonably practicable;

b) take all reasonable steps to mitigate the impact of the Force Majeure on the Affected Obligations; and

c) unless the Contract is terminated, resume performance of the Affected Obligations as soon as possible after the Force Majeure ceases.

9.2 If an event of Force Majeure continues for a continuous period of 30 days or more, Nutrano may terminate the Contract by written notice to the Supplier.

10 CONFIDENTIALITY AND PRIVACY

10.1 Each party will, and will ensure that its Personnel will, keep any Confidential Information it receives under or in connection with the Contract confidential and will not disclose such Confidential Information without the prior written consent of the other party.

10.2 The obligations contained in this clause do not apply to disclosures to the extent that they are:

a) required by law (including disclosure to any stock exchange);

b) made to its legal advisers, accountants or auditors; or

c) required to enable the disclosing party to make or defend any claim under the Contract.

10.3 To the extent Nutrano provides the Supplier with any Personal Information in connection with the Contract, the Supplier must comply with all Privacy Laws in relation to Personal Information and collect, store, use, disclose or otherwise deal with Personal Information as reasonably directed by Nutrano.

11 DISPUTE RESOLUTION

11.1 Where any dispute, controversy or claim arises in connection with the Contract, including any question regarding its existence, validity or termination, a party must give notice to the other party setting out the material particulars of the dispute (Dispute Notice).

11.2 Each party's representative must meet to attempt in good faith to resolve the dispute by negotiations and consultation between themselves.

11.3 If the party's representatives are unsuccessful in resolving the dispute within 20 Business Days of the Dispute Notice, a party may take such further action as it considers appropriate, including commencing proceedings.

11.4 Each party will continue to perform its obligations under the Contract notwithstanding the existence of a dispute or the commencement of any proceedings under this clause.

12 GENERAL

12.1 A notice or other communication under this Contract is only effective if it is in writing and received by the other party. A notice will be deemed received:

a) if sent by email, when sent by the sender unless the sender receives an automatic message that the email has not been delivered;

b) if sent by post, when received at the offices of the addressee; or

c) if delivered by hand, on the day it is delivered.

12.2 The Supplier will not assign or novate the Contract or any payment or benefit under it or enter any subcontract in relation to the supply of the Goods and/or Services without the prior written consent of Nutrano, which may be withheld in its absolute discretion.

12.3 Nutrano may assign or novate any or all its rights and obligations under the Contract with the Supplier's prior written consent (not to be unreasonably withheld), and the Supplier must promptly execute any documents reasonably required by Nutrano to give effect to that assignment or novation.

12.4 Any subcontracting of the Supplier's obligations or liabilities under the Contract will not relieve the Supplier of those obligations or liabilities and it will remain liable for all acts and omissions of the subcontractor as if they were acts and omissions of the Supplier.

12.5 The Supplier may not make any public announcement or statement, including on any website or other form of distribution in relation to the Goods and/or Services provided to Nutrano under the Contract or the Contract without the prior written and fully informed consent of Nutrano.

12.6 This Contract contains the entire understanding between the parties concerning the subject matter of the Contract and supersedes all prior communications.

12.7 This Contract cannot be amended or varied except where a new Purchase Order has been issued by Nutrano in respect of the Goods and/or Services provided under this Contract and accepted by the Supplier which will supersede the terms of this Contract.

12.8 If any term or provision of the Contract are held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from the Contract and the remaining terms and conditions will be unaffected.

12.9 Any waiver of rights will not be deemed a waiver unless it is in writing and signed by an authorised officer of the party waiving such rights and any such waiver will only operate to the extent so specified.

12.10 Nothing in the Contract is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any parties.

12.11 The Contract is governed by the laws of New South Wales, and the parties submit all disputes to the non-exclusive jurisdiction of the courts of New South Wales.

12.12 Clauses 4, 5, 6, 7, 11, 12 and 13 and any other provisions which are expressed to, or by their nature, survive termination or expiration of the

Contract, will survive termination or expiration of the Contract.

13 DEFINITIONS AND INTERPRETATION

13.1 In this Contract, the following words and phrases will have the corresponding meanings:

Affected Party has the meaning given to it in clause 10.1.

Affected Obligations has the meaning given to it in clause 10.1.

Anti-Bribery and Anti-Corruption Laws mean all applicable anti-bribery and anti-corruption laws and regulations, including the Criminal Code 1995 (Cth).

Completion means the stage where the relevant Services are complete, free from defects and comply with all requirements of the Contract.

Confidential Information means the confidential, proprietary and commercially sensitive information of a party or its Related Companies (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which: a party knows, or reasonably ought to know, is confidential; relates to the business affairs and practices of a party or its Related Companies (including financial information, business opportunities, business plans, business processes and methodologies); but does not include information which is in, or comes into, the public domain other than by a breach of this Contract.

Consequential Loss means loss of production, revenue (including hire revenue), profit, income, bargain, opportunity or anticipated savings but excluding loss incurred or suffered by Nutrano in loss of charges for use of a Nutrano asset and delivery delay damages.

Contract means these Purchase Order Terms and Conditions.

Defective Goods and/or Services has the meaning given to it in clause 4.1.

Delivery Location means the delivery point for delivery of the Goods as set out in the Purchase Order.

Expected Receipt Date means the date specified in the Purchase Order by which the Supplier must deliver the Goods and/or complete the Services.

Fee means fee set out in the Purchase Order.

Force Majeure means events beyond the reasonable control of a party that cause or result in the default or delay in the performance by the Affected Party of any of its obligations under this Contract and that the Affected Party could not reasonably have been expected to have foreseen, prevented, avoided or overcome including acts of God, pandemics, war, terrorism, civil commotion, riots, fires, floods, embargoes, industrial disputes, orders or regulations of governments of any relevant jurisdiction. Goods mean the goods set out in the Purchase Order.

GST has the meaning given to that term in the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any regulations made pursuant to that Act.

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all registered or registrable rights in relation to inventions (including patent rights), trademarks, designs, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Laws means from time to time any statute, regulation, code, standards, award or other subordinate legislation or legislative instrument of the State or the Commonwealth, any rule of common law or equity, and any legally binding or enforceable requirement of a Government Authority.

Modern Slavery means slavery, servitude, forced labour, trafficking in persons (including orphanage trafficking of children), forced marriage, child labour, debt bondage and other slavery-like practices as defined in Modern Slavery Laws.

Modern Slavery Law means laws, statutes, regulations or international standards relating to human rights, slavery, forced or involuntary labour, servitude, debt bondage or bonded labour, child labour and human trafficking including the Modern Slavery Act 2018 (Cth), the Criminal Code 1995 (Cth), the Modern Slavery Act 2015 (UK), the Californian Transparency in Supply Chains Act 2015 (US) and the ILO's International Labour Standards.

Nutrano means Sevenfields Operations Pty Ltd t/a Nutrano Produce Group (ACN 106 499 656).

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether

the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, which is received or learnt by a party from any source as a consequence of or in the performance of its rights and obligations under this Contract.

Personnel mean the officers, employees, contractors and agents of the relevant person but in the case of Nutrano, excludes the Supplier and each of its Personnel.

Privacy Act means the Privacy Act 1998 (Cth).

Privacy Laws means the Privacy Act and any other legislation, and any mandatory principles, industry codes and policies relating to the handling of Personal Information.

Purchase Order means the purchase order issued by Nutrano to the Supplier for the supply of Goods and/or Services.

Related Companies means a related body corporate as defined in section 50 of the Corporations Act 2001 (Cth).

Supplier Code of Conduct means the Nutrano Supplier Code of Conduct, a copy of which is available on Nutrano' website (https://nutrano.com.au/).

Services means the services set out in the Purchase Order.

Supplier means the Supplier set out in the Purchase Order.

Supplier Delivery Document means a delivery document, dispatch note, time sheet, docket or such other document which constitutes evidence of the delivery of Goods or the performance of the Services (but not an acknowledgment that the Goods and/or Services comply with the Contract) and which is issued by the Supplier and accepted by Nutrano, in writing, which sets out the applicable Purchase Order Number and description of the Goods and/or Services, and in the case of Goods, the quantity and weight of the Goods.

13.2 In this Contract, unless the contrary intention appears, a reference to:

a) a day means a calendar day, unless stated otherwise;

b) the singular includes the plural and vice versa;

c) a party includes corporations, partnerships, a government or statutory body or authority, its legal personal representatives, successors and assigns;

d) a legislative provision or legislation (including subordinate legislation) is a reference to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

e) "including" and similar words do not imply any limitation; and

f) all references to "dollars" or "$" are to Australian dollars.

13.3 Headings are for convenience only and do not affect the interpretation of this Contract.