



2021 GA2CK Zespri Vita Kiwistart and  
Mainpack Programme  
SLA A1

**BACKGROUND**

Zespri is seeking to supply Brazil, Mexico, MEOIA and CAM with programmed volumes of GA2CK Class 2 SunGold sizes 18-39 packed and labelled as Zespri Vita SunGold Kiwifruit for the 2021 season.

**1. TERMS OF AGREEMENT**

**1.1. 2021 Supply Agreement**

1.1.1. The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content]

[REDACTED]

[REDACTED]

(b) **Pricing and Payment Manual:**

- (i) **Section B** Service Costs **clause B1.1(b)** is varied as per **clause 2.4** below and **clause B1.1(c)** does not apply;
- (ii) **Section C2** Standard Advance Payment does not apply;
- (iii) **Section C3** Fruit Incentives does not apply;
- (iv) **Section C4** Payment timing for Progress Payments is varied per **clause 2.2** below;
- (v) **Section C6** Service Payments is varied per **clause 2.4** below.

[REDACTED]

[REDACTED]

**1.2. Contracted Volume**

1.2.1. The indicative programmed volume to be procured under this programme is estimated to be

[REDACTED]

1.2.2. Where first or second round EOI volumes exceed demand then allocated volumes will be determined by contractors 2021 season GA1CK gross submit share **along with a proportional volume on top of their industry share..**

1.2.3. The Contractors volume by pack and size (Programme Specifications) will be advised by March 2021 following publication of the March Departure Forecast, this volume will be communicated by Zespri to the Contractor via email.

1.2.4. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by Zespri.

1.2.5. The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.

1.2.6. All Kiwifruit supplied under this agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.4**; and
- (b) the Contractor's latest advised programme specifications.

[REDACTED]

[REDACTED]

[REDACTED]

**1.3. Fruit and Shipping Requirements**

1.3.1. ZGL will only accept full pallets.

1.3.2. Inventory submitted at Kiwistart Maturity Criteria should be shipped by either week 17 or 21 depending on storage characteristic or Zespri may request that volume be removed from inventory if shipping opportunity has been provided by Zespri and product has met market access requirements. The Contractor must also notify Zespri of any fruit lines with an average firmness less than 4.0 Kgf during the fruit conditioning period.

[REDACTED]

[REDACTED]

**1.4. Packaging Specifications**

1.4.1. The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

1.4.2. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 3**.

**1.5. EDI Requirements**

[REDACTED]

[REDACTED]

1.5.2. All Kiwifruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

**1.6. Grade Standards**

1.6.1. Kiwifruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

1.6.2. Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

[Redacted]

**1.7. DIFOTIS Premiums and Penalties**

[Redacted]

**1.8. In-market sampling and Outturn Liability**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.9. Accountability Periods**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

## 2. PAYMENT TERMS

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### 2.1. FOBS Fruit Payment

2.1.1. All Zespri Class 2 supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.40 per TE.

2.1.2. The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

### 2.2. Progress Payments

2.2.1. ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement as early as practicably possible.

2.2.2. Payments are subject to ZGL having sufficient funds.

2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.

2.2.4. The Progress Payments include a [REDACTED] the contracted volume. If the Contractor supplies more than the contracted volume [REDACTED] on the total volume supplied.

The above Supply Performance calculation will be calculated by contracted Kiwistart/Mainpack volumes, not by market and/or size for the Contractor.

### 2.3. Final Payment

2.3.1. The final payment for Zespri Class 2 supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:

- (a) The final price for all the Zespri Class 2 purchased by ZGL from the Contractor under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.5.1** above;
- (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Zespri Class 2.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.3.3. Quality costs assessed within the accountability period will be deducted from the amount paid to the Contractor.

**2.4. Service Payments**

2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Zespri Class 2 supplied at FOBS under this Agreement based on the table set out in **Appendix 1** of the **Pricing and Payment Manual**.

2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Zespri Class 2 supplied FOBS under this Agreement to ZGL as per **Appendix 2**.

2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.

2.4.4. **Generic Services:** Zespri Class 2 supplied under this Agreement will qualify for payment under the 2021 Generic Services SLA.

## Appendix 1: Sampling Procedure

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

## Appendix 2: Zespri Vita Class 2 SunGold Time Rates

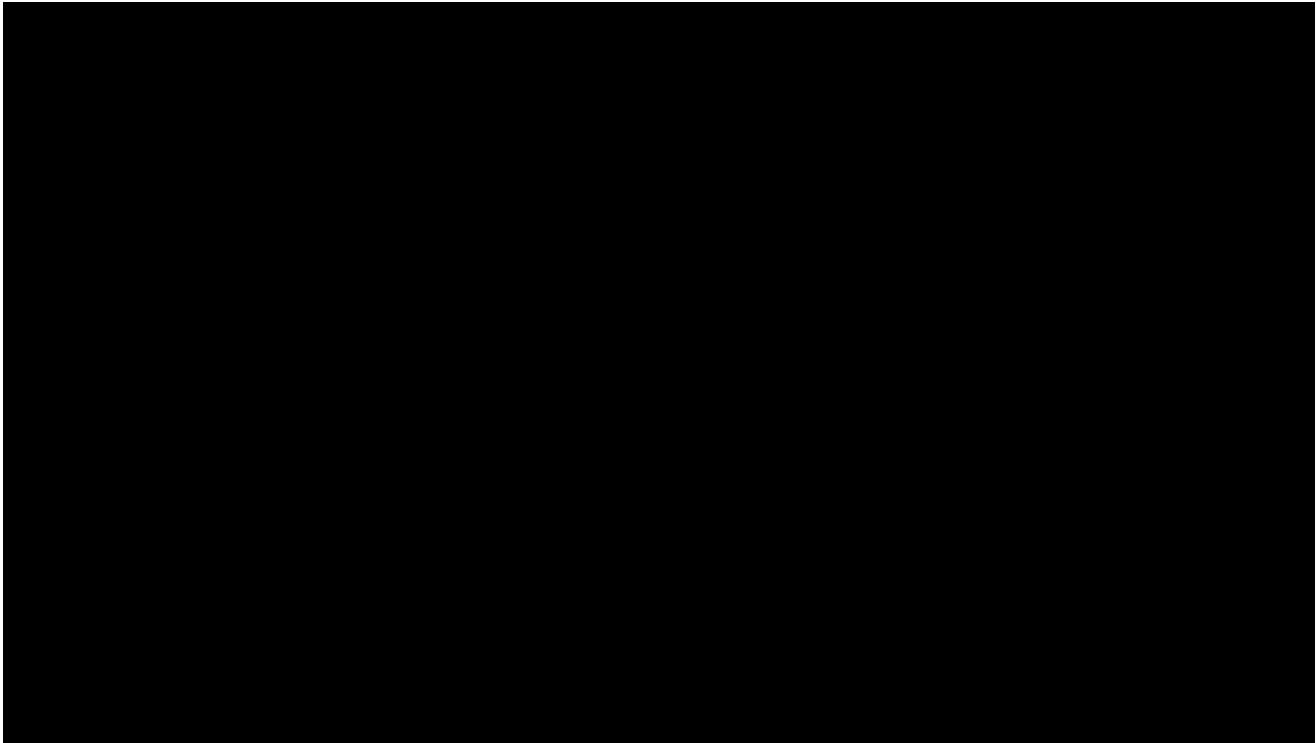
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<b>ISO WEEK</b>	<b>Period Payment at FOBS</b>	<b>Fruit Payment per TE at FOBS</b>	<b>Total FOBS Payment per TE</b>
<20	0.00	1.40	<b>1.40</b>
20	0.05	1.40	<b>1.45</b>
21	0.07	1.40	<b>1.47</b>
22	0.09	1.40	<b>1.49</b>
23	0.11	1.40	<b>1.51</b>
24	0.13	1.40	<b>1.53</b>
25	0.16	1.40	<b>1.56</b>
26	0.19	1.40	<b>1.59</b>
27	0.22	1.40	<b>1.62</b>
28	0.25	1.40	<b>1.65</b>
29	0.28	1.40	<b>1.68</b>
30	0.32	1.40	<b>1.72</b>
31	0.35	1.40	<b>1.75</b>
32	0.40	1.40	<b>1.80</b>
33	0.45	1.40	<b>1.85</b>
34	0.50	1.40	<b>1.90</b>
35 - 49	0.55	1.40	<b>1.95</b>



**Appendix 3: Pack and Label Requirements**

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**BACKGROUND**

Zespri is seeking to supply Europe and MIEOA markets with programmed volumes of GA2OB Class 2 SunGold Organic sizes 18-39 packed and labelled as Zespri Vita Organic SunGold Kiwifruit for the 2021 season.

**1. TERMS OF AGREEMENT**

**1.1. 2021 Supply Agreement**

1.1.1. The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content]

[REDACTED]

[REDACTED]

(b) **Pricing and Payment Manual:**

- (i) **Section B** Service Costs **clause B1.1(b)** is varied as per **clause 2.4** below and **clause B1.1(c)** does not apply;
- (ii) **Section C2** Standard Advance Payment does not apply;
- (iii) **Section C3** Fruit Incentives does not apply;
- (iv) **Section C4** Payment timing for Progress Payments is varied per **clause 2.2** below;
- (v) **Section C6** Service Payments is varied per **clause 2.4** below.

[REDACTED]

[REDACTED]

**1.2. Contracted Volume**

1.2.1. The indicative programmed volume to be procured under this programme is estimated to be

[REDACTED]

1.2.2. If the programme has supply volumes that are surplus to requirement ZGL will pro-rata the demand volume between Contractors who have expressed an interest to participate into this SLA.

1.2.3. The Contractors volume by pack and size (Programme Specifications) will be advised in March 2021 following publication of the March Departure Forecast, this volume will be communicated by Zespri to the Contractor via email.

1.2.4. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by Zespri.

1.2.5. The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.

1.2.6. All Kiwifruit supplied under this agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.4**; and
- (b) the Contractor's latest advised programme specifications.

1.2.7. [REDACTED]

[REDACTED]

[REDACTED]

**1.3. Fruit and Shipping Requirements**

- 1.3.1. ZGL will only accept full pallets.
- 1.3.2. All Kiwifruit must have suitable market access for shipping to the regions of Europe and/or MEIOA in accordance with the Programme specifications.
- 1.3.3. Where Kiwifruit does not meet market access requirement for the above markets Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped. For clarity, this fruit is not eligible for the [REDACTED] detailed in clause 2.2.4.

[REDACTED]

[REDACTED]

**1.4. Packaging Specifications**

- 1.4.1. The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.
- 1.4.2. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 3**.

**1.5. EDI Requirements**

[REDACTED]

- 1.5.2. All Kiwifruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

**1.6. Grade Standards**

- 1.6.1. Kiwifruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

1.6.2. Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

[Redacted]

[Redacted]

**1.7. DIFOTIS Premiums and Penalties**

[Redacted]

**1.8. In-market sampling and Outturn Liability**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.9. Accountability Period**

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

## 2. PAYMENT TERMS

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### 2.1. FOBS Fruit Payment

- 2.1.1. All Zespri Class 2 supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.40 per TE.
- 2.1.2. The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

### 2.2. Progress Payments

- 2.2.1. ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2. Payments are subject to ZGL having sufficient funds.
- 2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.
- 2.2.4. The Progress Payments include a [REDACTED] [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume [REDACTED] on the total volume supplied.

### 2.3. Final Payment

- 2.3.1. The final payment for Zespri Class 2 supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:
  - (a) The final price for all the Zespri Class 2 purchased by ZGL from the Contractor under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.5.1** above;
  - (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Zespri Class 2.

[REDACTED]

[REDACTED]

2.3.3. Quality costs assessed within the accountability period will be deducted from the amount paid to the Contractor.

#### **2.4. Service Payments**

2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Zespri Class 2 supplied at FOBS under this Agreement based on the table set out in **Appendix 1** of the **Pricing and Payment Manual**.

2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Zespri® Class 2 supplied FOBS under this Agreement to ZGL as per **Appendix 2**.

2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.

2.4.4. **Generic Services:** Zespri Class 2 supplied under this Agreement will qualify for payment under the 2021 Generic Services SLA.

## Appendix 1: Sampling Procedure

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

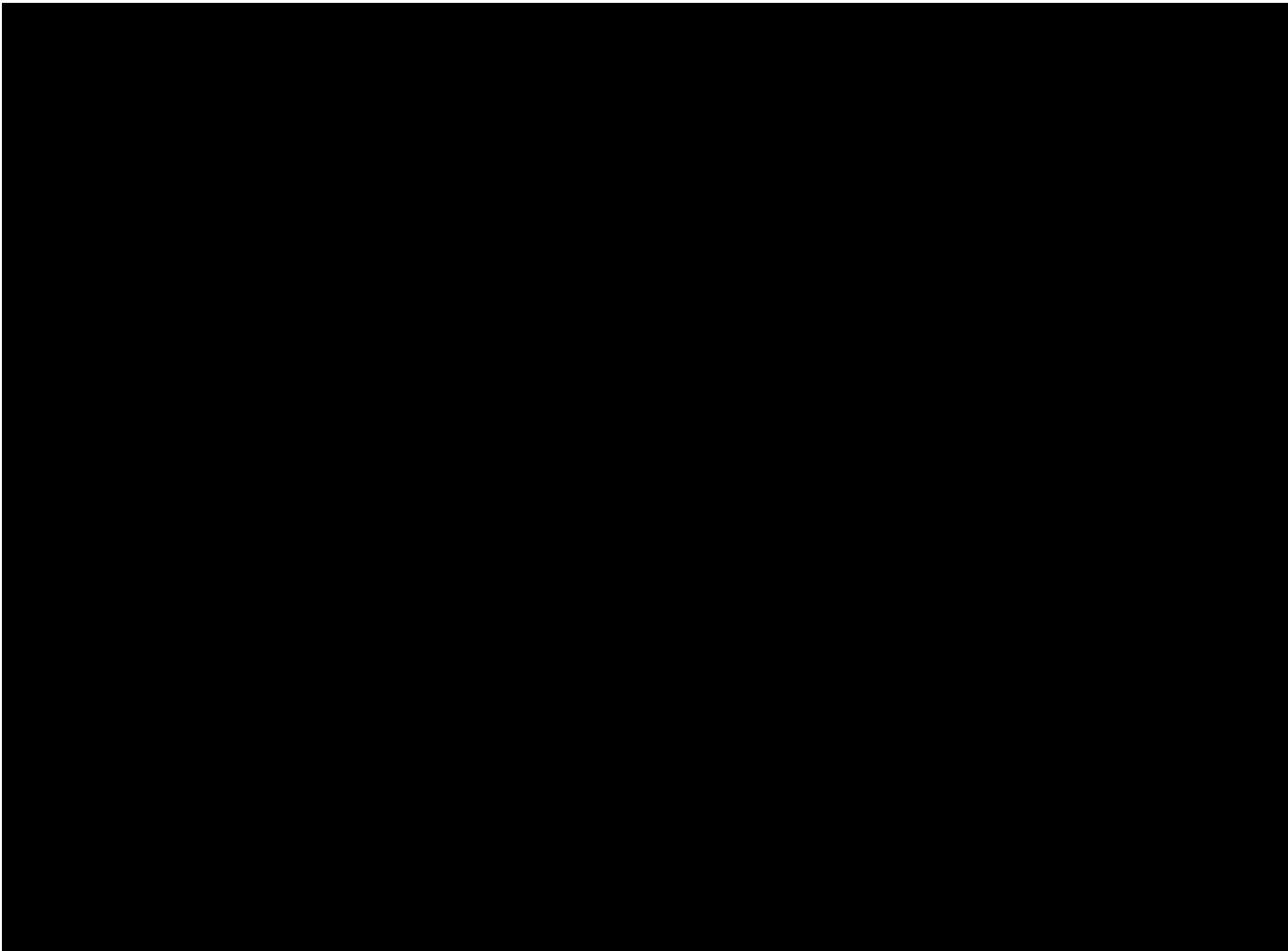
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**Appendix 2: Zespri Vita Class 2 SunGold Organic Time Rates**

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<b>ISO WEEK</b>	<b>Period Payment at FOBS</b>	<b>Fruit Payment per TE at FOBS</b>	<b>Total FOBS Payment per TE</b>
<20	0.00	1.40	<b>1.40</b>
20	0.05	1.40	<b>1.45</b>
21	0.07	1.40	<b>1.47</b>
22	0.09	1.40	<b>1.49</b>
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25	0.16	1.40	<b>1.56</b>
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27	0.22	1.40	<b>1.62</b>
28	0.25	1.40	<b>1.65</b>
29	0.28	1.40	<b>1.68</b>
30	0.32	1.40	<b>1.72</b>
31	0.35	1.40	<b>1.75</b>
32	0.40	1.40	<b>1.80</b>
33	0.45	1.40	<b>1.85</b>
34	0.50	1.40	<b>1.90</b>
35 - 49	0.55	1.40	<b>1.95</b>

**Appendix 3: Pack and Label Requirements**

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(c) **Pricing and Payment Manual** the following clauses do not apply:

- (i) Standard Advance Payment, **clause C2**;
- (ii) Fruit Incentives, **clause A2.9** and **C3**;
- (iii) Progress Payments, **clause C4**;
- (iv) Service Costs, **clause B1** and **C6**.

[REDACTED]

[REDACTED]

## **1.2 Contracted Volume**

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, size, and market (Programme Specifications), this volume will be communicated by Zespri to the Contractor via email.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by Zespri.
- 1.2.3 The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
  - (a) the packaging specifications below at **clause 1.4**; and
  - (b) the Contractor's latest advised programme specifications.

[REDACTED]

## **1.3 Fruit and Shipping Requirements**

- 1.3.1 ZGL will only accept full pallets.
- 1.3.2 All Kiwifruit must have suitable market access for shipping to the regions of Brazil, Mexico, MEOIA and/or CAM in accordance with the Programme specifications.

1.3.3 Where Kiwifruit does not meet market access requirement for the above markets Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped. For clarity, this fruit is not eligible for the [REDACTED] detailed in clause 2.2.4.

**1.4 Packaging Specifications**

1.4.1 The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 3**.

**1.5 EDI Requirements**

[REDACTED]

1.5.2 All Kiwifruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

**1.6 Grade Standards**

1.6.1 Kiwifruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

1.6.2 Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

[REDACTED]

**1.7 Maturity Standard**

[REDACTED]

**1.8 DIFOTIS Premiums and Penalties**

[REDACTED]

**1.9 In-market sampling and Outturn Liability**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### 1.10 Accountability Period

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 2. PAYMENT TERMS

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### 2.1 FOBS Fruit Payment

2.1.1 All Zespri Class 2 supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.40 per TE.

2.1.2 The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

### 2.2 Progress Payments

2.2.1 ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement as early as practicably possible.

2.2.2 Payments are subject to ZGL having sufficient funds.

2.2.3 Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.

2.2.4 The Progress Payments include [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume [REDACTED] on the total volume supplied.

### 2.3 **Final Payment**

2.3.1 The final payment for Zespri Class 2 supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:

- (a) The final price for all the Zespri Class 2 purchased by ZGL from the Contractor under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.5.1** above;
- (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Zespri Class 2.

[REDACTED]

2.3.3 Quality costs assessed within the accountability period will be deducted from the amount paid to the Contractor.

## Appendix 1: Sampling Procedure

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



**Appendix 3: Pack and Label Requirements**

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**2021 HW2CK Zespri and Supplier Own Brand  
Kiwistart Programme  
SLA A4**

**BACKGROUND**

Zespri is seeking to supply Brazil, Mexico, MEIOA, CAM, Pacific and collaborative markets with programmed volumes of Class 2 Green sizes 22-42 packed and labelled as Zespri Vita Green Kiwifruit and Korea with volumes of HW2CK Green Conventional sizes 22-39 packed in Supplier Own Brand packaging (subject to approval by Zespri) and submitted under Brand 4 [Supplier Own Brand], for the 2021 season.

**1. TERMS OF AGREEMENT**

**1.1. 2021 Supply Agreement**

1.1.1. The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) **Pricing and Payment Manual:**

- (i) **Section B** Service Costs **clause B1.1(b)** is varied as per **clause 2.2** below and **clause B1.1(c)** does not apply;
- (ii) **Section C2** Standard Advance Payment does not apply;
- (iii) **Section C3** Fruit Incentives does not apply;
- (iv) **Section C4** Payment timing for Progress Payments is varied per **clause 2.4** below;
- (v) **Section C6** Service Payments is varied per **clause 2.4** below.

[REDACTED]

[REDACTED]

**1.2. Allocated Volume**

- 1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications as set out in **Appendix 1**), this volume will be communicated by Zespri to the Contractor via email.
- 1.2.2. The Contractors Allocation will be advised in March 2021 following publication of the March Departure Forecast, this allocation will be communicated by Zespri to the Contractor via email.
- 1.2.3. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by Zespri.
- 1.2.4. The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.5. All Kiwifruit supplied under this agreement by the Contractor must be packed in accordance with:
  - (a) the Packaging Specifications below at **clause 1.4**; and

(b) the Contractor's latest advised programme specifications.

**1.3. Fruit and Shipping Requirements**

1.3.1. ZGL will only accept full pallets.

1.3.2. All Kiwifruit must have suitable market access for shipping to the regions of Brazil, Mexico, MEOIA or CAM for Zespri Brand and Korea for Supplier own brand in accordance with the Programme specifications.

**1.3.3. Supplying OK Korea Pallets from Non-Zespri Inventory**

- All [Supplier Own Brand] pallets initially entered into the [Supplier Own Brand] system with [Supplier Own Brand] EAN labels and pallet card
- When the product is identified as OK Korea:
  - Pallets are removed from [Supplier Own Brand] system and entered into the Zespri system
    - Zespri [Supplier Own Brand] materials
    - Class 2 / Brand 4 and 5
    - A Zespri pallet card is applied
  - Zespri [Supplier Own Brand] EAN labels are applied directly over the original [Supplier Own Brand] labels on all packs at the same time as the Korean labels are applied
  - Zespri maintains traceability at a pack level

1.3.4. Where Kiwifruit does not meet market access requirement for the above markets Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped. For clarity, this fruit is not eligible for the [REDACTED] detailed in clause 2.2.4.

1.3.5. Kiwistart submitted prior to end of week 15 should be shipped by week 20 or Zespri may request that volume be removed from inventory if shipping opportunity has been provided by Zespri and product has met market access requirements. The Contractor must also notify Zespri of any fruit lines with an average firmness less than 4.0 Kgf during this fruit conditioning period.

1.3.6. All Kiwifruit submitted post ISO week 15 should be shipped by week 24 or Zespri may request that volume be removed from inventory if shipping opportunity has been provided by Zespri and product has met market access requirements.

**1.4. Packaging Specifications**

1.4.1. The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

1.4.2. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 2**.

**1.5. EDI Requirements**

1.5.2. All Kiwifruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

**1.6. Grade Standards**

1.6.1. Kiwifruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

1.6.2. Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

**1.7. DIFOTIS Premiums and Penalties**

**1.8. In-market sampling and Outturn Liability**

[REDACTED]

[REDACTED]

[REDACTED]

**1.9. Accountability Period**

[REDACTED]

**2. PAYMENT TERMS**

**2.1. FOBS Fruit Payment**

- 2.1.1. All Zespri Class 2 supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.40 per TE.
- 2.1.2. The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

**2.2. Progress Payments**

- 2.2.1. ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2. Payments are subject to ZGL having sufficient funds.
- 2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.
- 2.2.4. The Progress Payments include a [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had

Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Allocation [REDACTED] on the total volume supplied.

### 2.3. Final Payment

2.3.1. The final payment for Zespri Class 2 supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:

- (a) The final price for all the Zespri Class 2 purchased by ZGL from the Contractor under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.5.1** above;
- (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Zespri Class 2.

[REDACTED]

2.3.3. Quality costs assessed within the accountability period will be deducted from the amount paid to the Contractor.

### 2.4. Service Payments

2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Zespri Class 2 supplied at FOBS under this Agreement based on the table set out in **Appendix 1** of the **Pricing and Payment Manual**.

2.4.2. ZGL will process the Pack Differential and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.

2.4.3. **Generic Services:** Zespri Class 2 supplied under this Agreement will qualify for payment under the 2021 Generic Services SLA.

[REDACTED]

## Appendix 1: Sampling Procedure

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

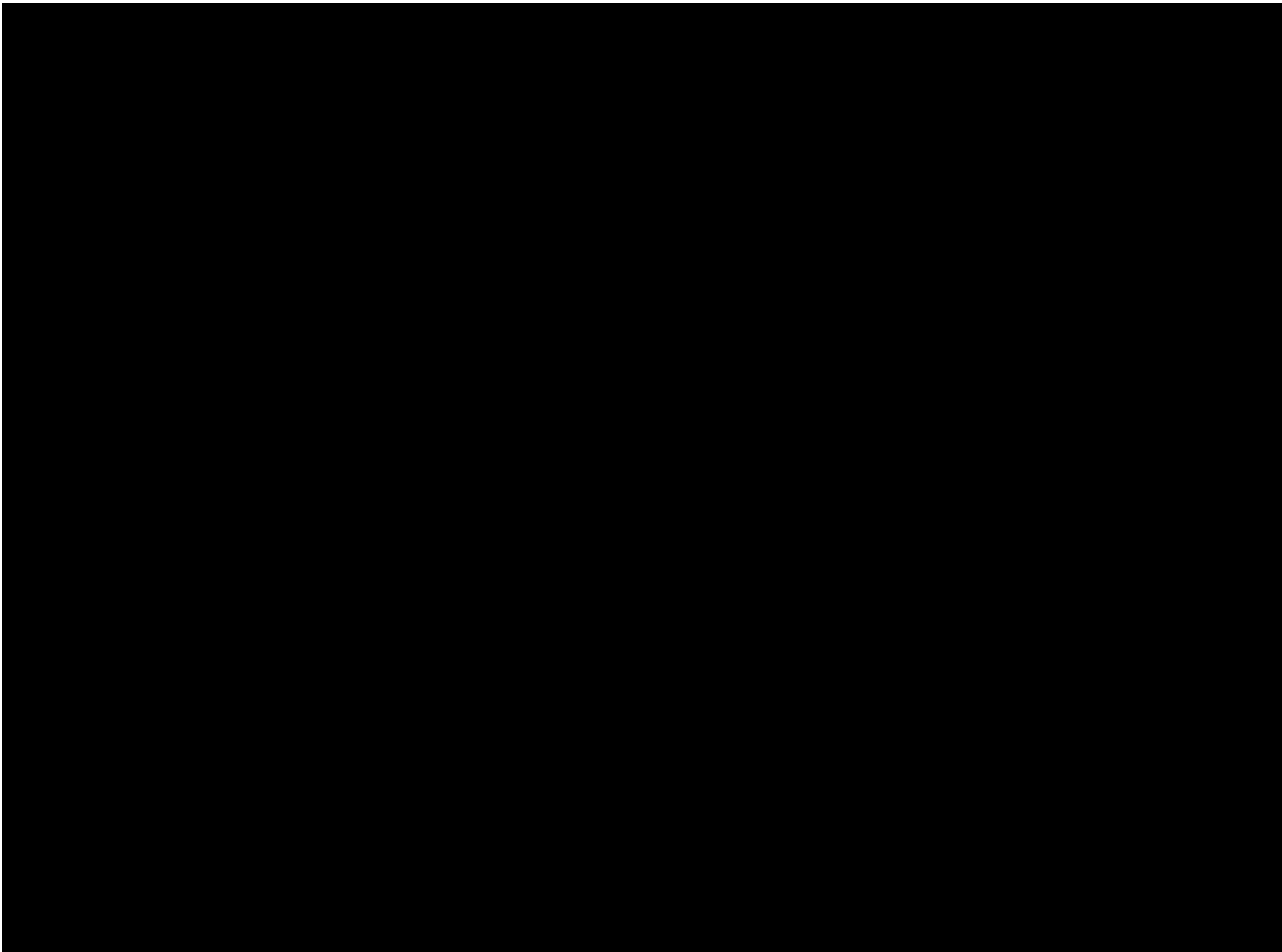
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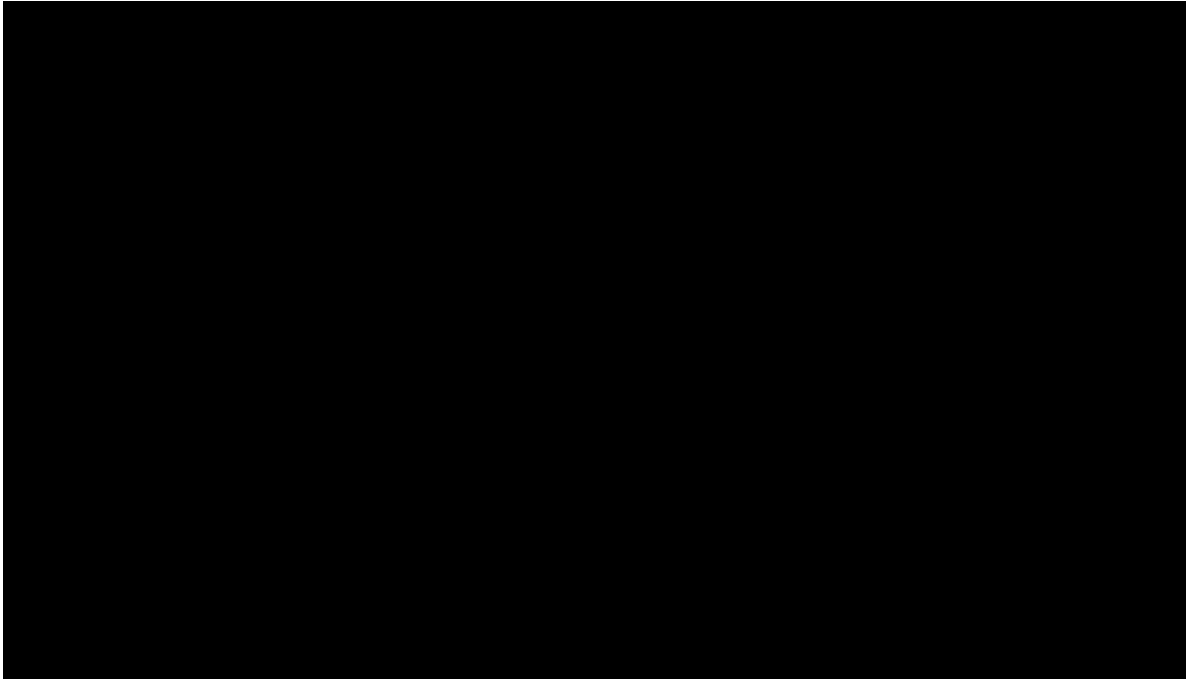
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**Appendix 2: Pack and Label Requirements**

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2021 HW2CK Korea Supplier Own Brand  
Mainpack Programme  
SLA A5

**BACKGROUND**

Zespri is seeking to supply Korea with programmed volumes of HW2CK sizes 22-39 for the 2021 season. Product is to be packed in Supplier Own Brand packaging (subject to approval by Zespri) and submitted under Brand 4 [Supplier Own Brand]. All volume must be market access OK for Korea in accordance with the Programme specifications.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- **Pricing and Payment Manual** the following clauses do not apply:
  - Standard Advance Payment, **clause C2**;
  - Fruit Incentives, **clause A2.9** and **C3**;
  - Progress Payments, **clause C4**;
  - Service Costs, **clause B1** and **C6**.

## **1.2 Contracted Volume**

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications), this volume will be communicated by Zespri to the Contractor via email.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by Zespri.
- 1.2.3 The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
- the Packaging Specifications below at **clause 1.4**; and
  - the Contractor's latest advised programme specifications.

[REDACTED]

## **1.3 Fruit and Shipping Requirements**

- 1.3.1 ZGL will only accept full pallets of kiwifruit.

1.3.2 All Kiwifruit supplied by the Contractor under this Agreement must be market access OK for Korea in accordance with the Programme specifications.

1.3.3 All packs must have Zespri EAN labels as per Appendix 2.

1.3.4 **Supplying OK Korea Pallets from Non-Zespri Inventory**

- All [Supplier Own Brand] pallets initially entered into the [Supplier Own Brand] system with [Supplier Own Brand] EAN labels and pallet card
- When the product is identified as OK Korea:
  - Pallets are removed from [Supplier Own Brand] system and entered into the Zespri system
    - Zespri [Supplier Own Brand] materials
    - Class 2 / Brand 4 and 5
    - A Zespri pallet card is applied
  - Zespri [Supplier Own Brand] EAN labels are applied directly over the original [Supplier Own Brand] labels on all packs at the same time as the Korean labels are applied
  - Zespri maintains traceability at a pack level

1.3.5 Where fruit does not meet market access requirement for Korea Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped.

**1.4 Packaging Specifications**

1.4.1 The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with pack and label requirements approved by Zespri in writing.

**1.5 EDI Requirements**

1.5.2 All Kiwifruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

**1.6 Grade Standards**

1.6.1 All Kiwifruit supplied by the Contractor under this Agreement will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

1.6.2 Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

[Redacted]

**1.7 Maturity Standard**

[Redacted]

**1.8 DIFOTIS Premiums and Penalties**

[Redacted]

**1.9 In-market sampling and Outturn Liability**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted]

**1.10 Accountability Period**

[Redacted]

[Redacted]

## **2. PAYMENT TERMS**

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### **2.1 FOBS Fruit Payment**

- 2.1.1 All kiwifruit supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.40 per TE.
- 2.1.2 The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

### **2.2 Progress Payments**

- 2.2.1 ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2 Payments are subject to ZGL having sufficient funds.
- 2.2.3 Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.
- 2.2.4 The Progress Payments include a [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume [REDACTED] on the total volume supplied.
- 2.2.5 **Additional Payment Terms**

In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the contractor:

- (a) **Service cost** of \$0.35 per KG for all Kiwifruit supplied under this agreement. This payment covers the extra labour involved in any required Edi changes, labelling and/or packing specifications.

#### **Final Payment**

- 2.2.6 The final payment to be paid on volumes supplied under this are set out in **Appendix 2** and is a final amount less Progress Payments (for the avoidance of doubt no time payments are available for this volume.

- 2.2.8 Quality costs assessed within the accountability period will be deducted from the amount paid to the Contractor.

## Appendix 1: Sampling Procedure

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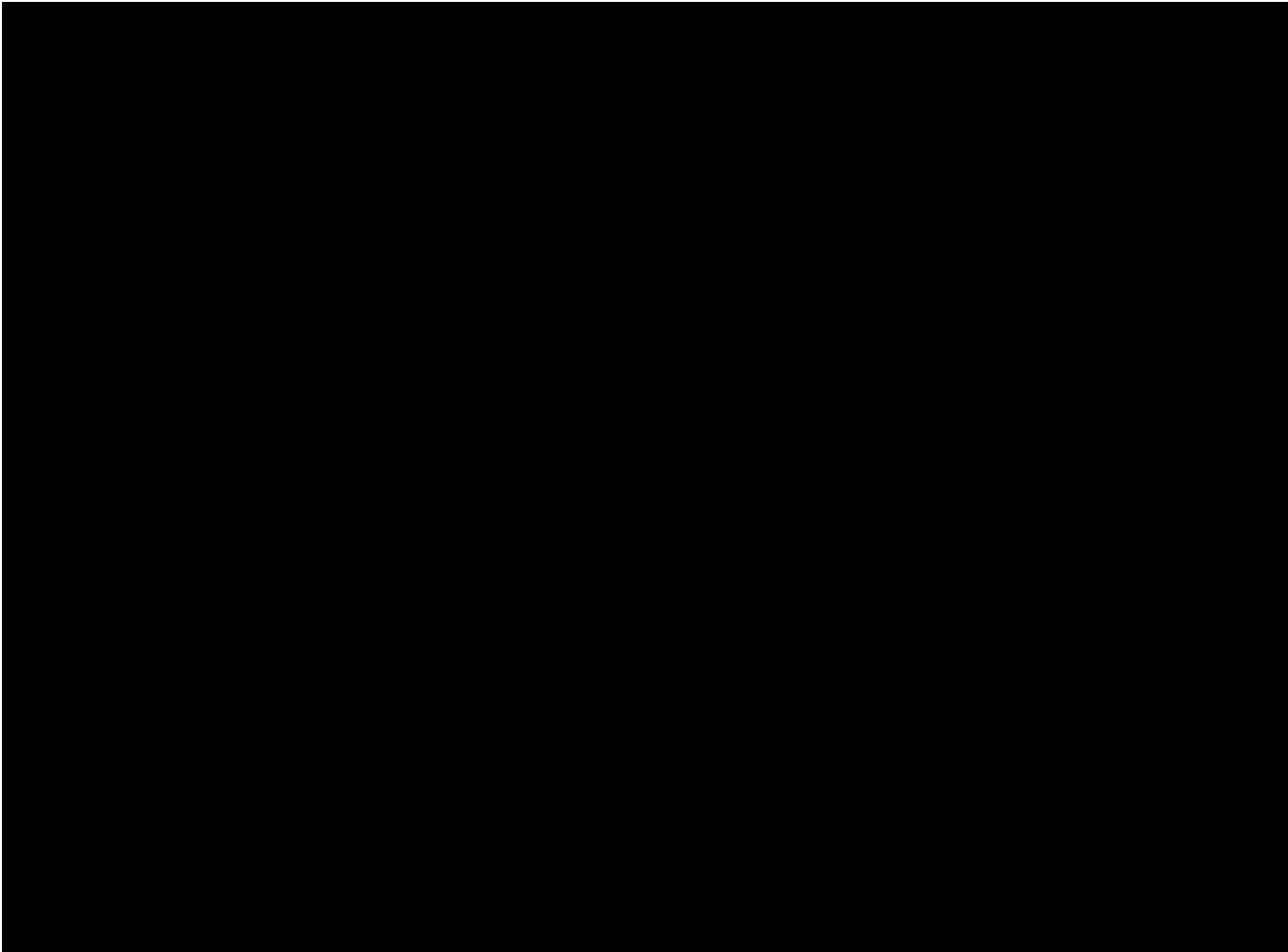
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2021 HW20B

Zespri Vita Kiwistart & Mainpack Programmes

SLA A6

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**BACKGROUND**

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Zespri is seeking to supply Europe and MEIOA with programmed volumes of Zespri Vita Class 2 Green Organic sizes 22-42 for the 2021 season.

**1. TERMS OF AGREEMENT**

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**1.1. 2021 Supply Agreement**

1.1.1. The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) **Pricing and Payment Manual:**

- (i) **Section B Service Costs clause B1.1(b)** is varied per **clause 2.4** below and **clause B1.1(c)** does not apply;
- (ii) **Section C2 Standard Advance Payment** does not apply;
- (iii) **Section C3 Fruit Incentives** does not apply;
- (iv) **Section C4 Payment timing for Progress Payments** is varied per **clause 2.2** below;
- (v) **Section C6 Service Payments** is varied per **clause 2.4** below.

**1.2. Contracted Volume**

1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications), this volume will be communicated by Zespri to the Contractor via email.

1.2.2. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by Zespri.

1.2.3. All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.4**; and
- (b) the Contractor's latest advised programme specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**1.3. Fruit and Shipping Requirements**

1.3.1. ZGL will only accept full pallets of Family Kiwi.

[REDACTED]

[REDACTED]

**1.4. Packaging Specifications**

1.4.1. The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

1.4.2. Kiwifruit supplied by the Contractor under this Agreement must be packed into a Zespri Vita box with a Zespri Vita Organic Fruit Label.

**1.5. EDI Requirements**

[REDACTED]

1.5.2. All Kiwifruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

**1.6. Grade Standards**

1.6.1. All Kiwifruit volumes will be packed to the Zespri Class 2 Standard in accordance with the Grade standard section of the **ZIL Quality Manual**.

1.6.2. Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

[REDACTED]

**1.7. DIFOTIS Premiums and Penalties**

[REDACTED]

**1.8. In-market sampling and Outturn Liability**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**1.9. Accountability Period**

[REDACTED]

**2. PAYMENT TERMS**

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**2.1. FOBS Fruit Payment**

2.1.1. All Kiwifruit supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.40 per TE.

2.1.2. The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

**2.2. Progress Payments**

- 2.2.1. ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2. Payments are subject to ZGL having sufficient funds.
- 2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.
- 2.2.4. The Progress Payments include a [REDACTED] [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume [REDACTED] on the total volume supplied.

### **2.3. Final Payment**

- 2.3.1. The final payment for Kiwifruit supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:
- (a) The final price for all the Kiwifruit purchased by ZGL from the Contractor under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pool specified in **clause 1.5.1** above;
  - (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Family Kiwi.

- [REDACTED]
- 2.3.3. Quality costs assessed within the accountability period will be deducted from the amount paid to the Contractor.

### **2.4. Service Payments**

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Kiwifruit supplied at FOBS under this Agreement based on the table set out in **Appendix 1** of the **Pricing and Payment Manual**.
- 2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Kiwifruit supplied FOBS under this Agreement to ZGL as per **Appendix 2**.
- 2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after

completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.

2.4.4. **Generic Services:** Kiwifruit supplied under this Agreement will qualify for payment under the 2021 Generic Services SLA.

## Appendix 1: Sampling Procedure

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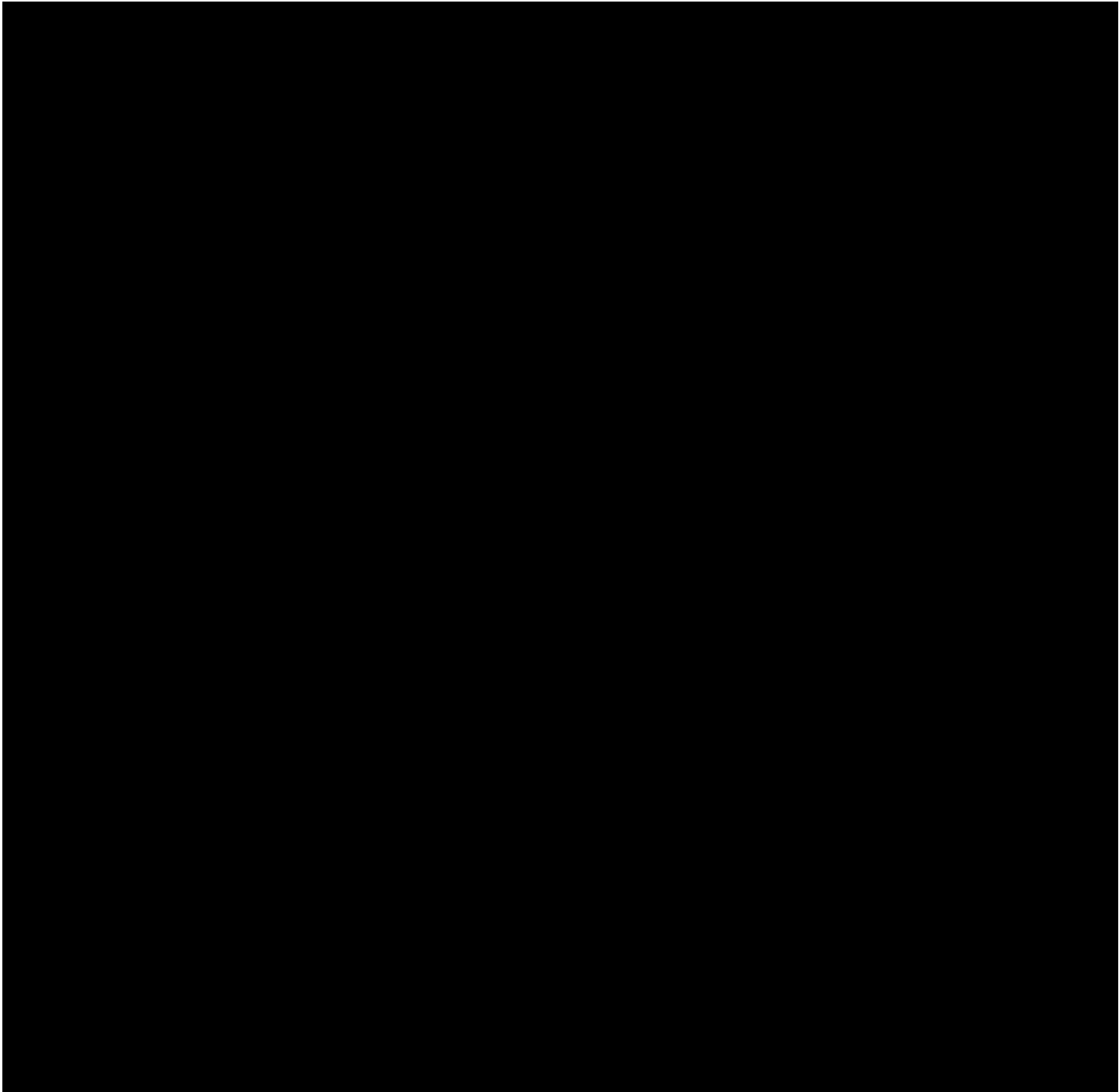
## Appendix 2: HW2OB Kiwifruit Time Rates

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<b>ISO WEEK</b>	<b>Period Payment at FOBS</b>	<b>Fruit Payment per TE at FOBS</b>	<b>Total FOBS Payment per TE</b>
<23	0.00	1.40	<b>1.40</b>
23 - 29	0.32	1.40	<b>1.72</b>
30	0.42	1.40	<b>1.82</b>
31	0.47	1.40	<b>1.87</b>
32	0.51	1.40	<b>1.91</b>
33	0.56	1.40	<b>1.96</b>
34	0.63	1.40	<b>2.03</b>
35	0.69	1.40	<b>2.09</b>
36	0.79	1.40	<b>2.19</b>
37	0.86	1.40	<b>2.26</b>
38	0.97	1.40	<b>2.37</b>
39	1.00	1.40	<b>2.40</b>
40	1.09	1.40	<b>2.49</b>
41	1.14	1.40	<b>2.54</b>
42	1.20	1.40	<b>2.60</b>
43	1.30	1.40	<b>2.70</b>
44	1.43	1.40	<b>2.83</b>
45	1.53	1.40	<b>2.93</b>
46	1.64	1.40	<b>3.04</b>
47	1.76	1.40	<b>3.16</b>
48	1.90	1.40	<b>3.30</b>

**Appendix 3: Pack and Label Requirements**

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## 2021 Generic Services

### SLA B1

#### BACKGROUND

There are certain services that are carried out annually in the Kiwifruit Industry that are generic to all Suppliers. These services are included in this SLA and calculated to be paid at a Generic rate to all participating Contractors.

#### 1. TERMS OF AGREEMENT

##### 1.1 2021 Supply Agreement

1.1.1 The 2021 Supply Agreement terms and conditions apply to this SLA.

##### 1.2 Services and Rates

1.2.1 The following Services are generic to the Industry and will therefore be paid at a Generic rate:

- (a) Speciality Labelling/Printing;
- (b) EDI Data Change;
- (c) Packaging Transfers;
- (d) Pallet Base Transfers;
- (e) Fruit Labelling and De-labelling; and
- (f) Shared Containers.

1.2.2 The Generic rates are set out in this SLA and are defined as Grower Pooled Payments for the purposes of **clause B1.1(c)** or Onshore Direct Costs for the purposes of **clause A2.5(j)** of the **Pricing and Payment Manual**.

##### 1.3 Specialty Labelling

1.3.2 As per the Quality Manual the following countries/programmes require Specialty Labels to be applied to **all packs of all Pallets**:

- (a) Korea
- (b) India
- (c) Malaysia
- (d) LIDL
- (e) Vietnam

- (f) Brazil
- (g) Russia
- (h) Indonesia
- (i) Saudi Arabia

1.3.4 It is essential that facilities have a robust, documented ZIL approved system in place to ensure the correct label content, printing and physical application is achieved. This will be audited and confirmed by a QA.

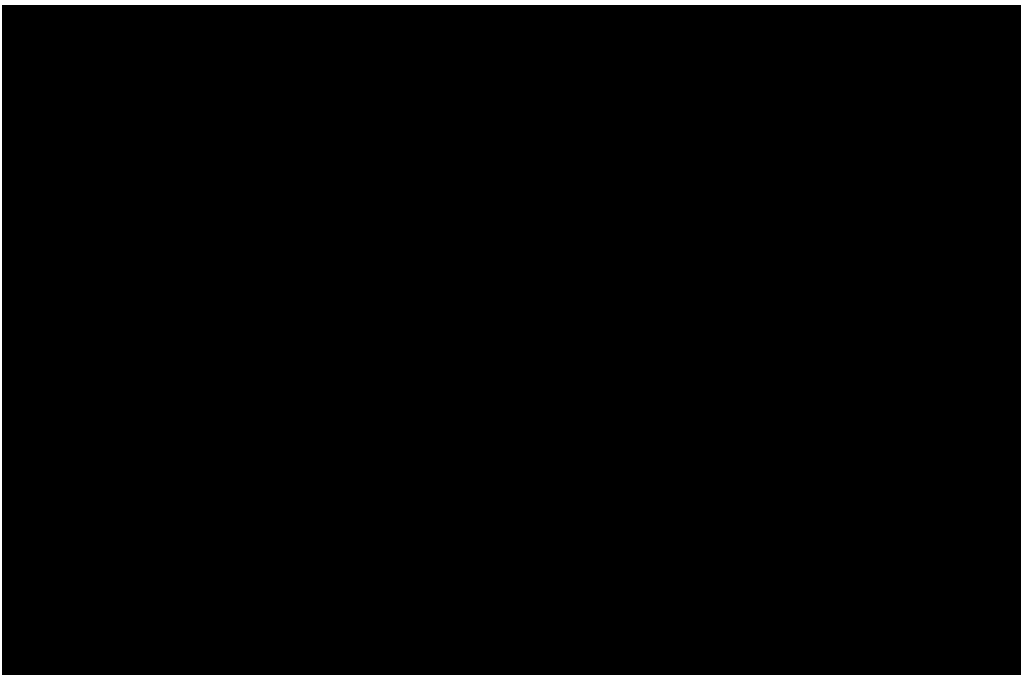
1.3.5 All pallets that have a Specialty Label applied must then have an Electronic Customer Label Indicator applied in order to receive the Application and Printing payment.

1.3.6 Zespri will make best endeavours to ensure that the Global Text specifies the Contractor to apply the Customer Label Indicator, however the Contractor must always refer to the Quality Manual when in doubt.

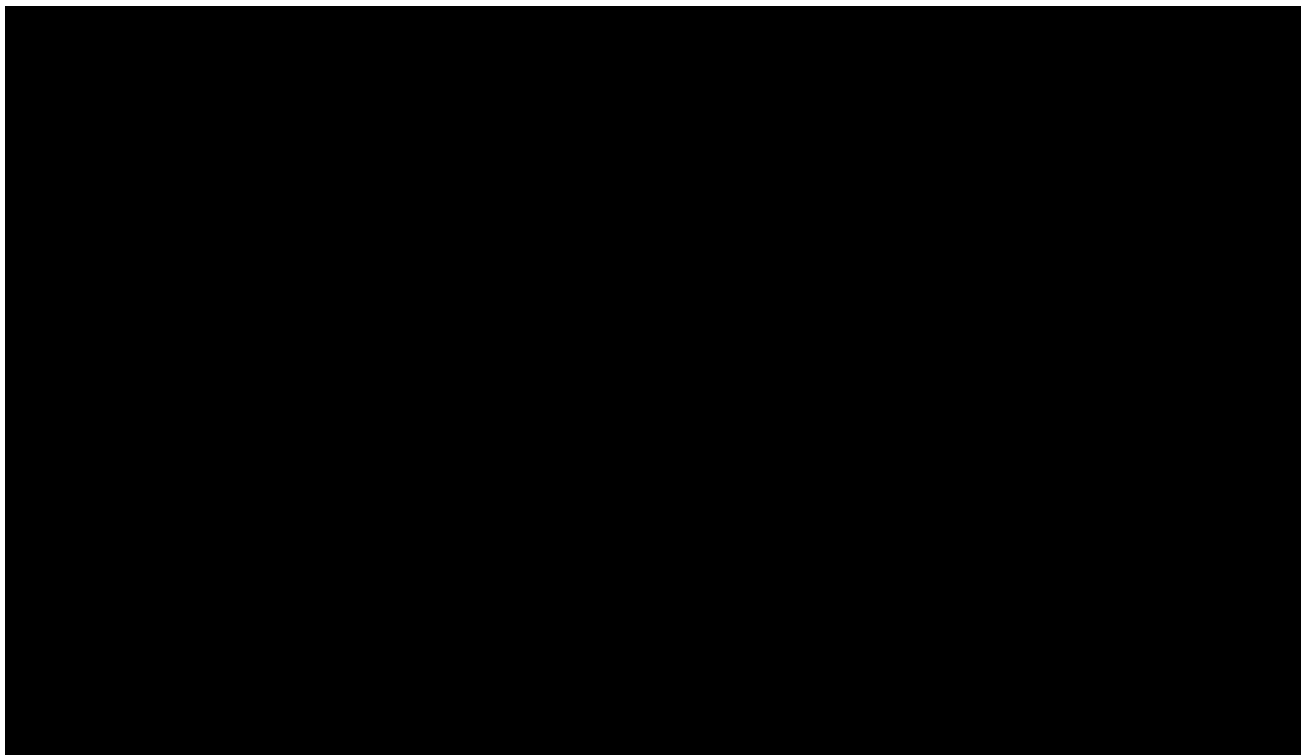
1.3.7 The Electronic Customer Label Indicators are set out below:

<b>Country</b>	<b>Electronic Pack Label Indicator</b>
<b>Korea</b>	<b>'Z'</b>
<b>India</b>	<b>'I'</b>
<b>Malaysia</b>	<b>'M'</b>
<b>LIDL</b>	<b>'LD'</b>
<b>Brazil</b>	<b>'B'</b>
<b>Vietnam</b>	<b>'V'</b>
<b>Russia</b>	<b>'R'</b>
<b>Indonesia</b>	<b>'D'</b>
<b>Saudi Arabia</b>	<b>'S'</b>

1.3.8 Where ZGL has provided a Specialty labelling dispensation, the deduction from the Application rate and the Printing rate will be included in the calculation payment.



[Redacted]



1.4 EDI Data Change

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.6 Packaging Transfers**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.7 Pallet Base Transfers**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.8 Labelling**

The labelling and de-labelling rate is as follows:

[Redacted]

**1.9 Consolidation of Shared Containers**

[Redacted]

**1.10 Transport Payment**

[Redacted]

**2. PAYMENT TERMS**

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**2.1 Invoice**

2.1.1 ZGL will make issue a Buyer Created Tax Invoice to the Contractor for Specialty Labelling, EDI Data Changes, Preparation Complexity Payments and Transport Payment.

2.1.2 The Contractor will issue an Invoice to ZGL for Packaging Transfers, Pallet Transfers, Labelling and Shared Containers.

2.1.3 Payment will be made to the Contractor at the allocated times twice a year.



## 2021 Supply to NZ Domestic Market

### SLA B2

#### BACKGROUND

This Agreement exists for Registered Suppliers to sell specific classes and sizes of Zespri proprietary varieties of Kiwifruit not required by Zespri for export onto the domestic market to distributors, retailers and processors. In order to ensure this is a successful programme the quality of the fruit must be to applicable Zespri grade standards and is subject to Zespri QA Audit. Sales of Zespri kiwifruit unless specifically authorised in writing by ZGL are otherwise prohibited.

All domestic market sales relating to PVR'd varieties for 2021 must be in Zespri branded packaging and labels in accordance with the terms of this SLA unless expressly authorised by ZGL in writing. For clarity, domestic sales in crates are also permitted under this SLA, subject to all fruit being labelled.

#### 1. TERMS OF AGREEMENT

##### 1.1 2021 Supply Agreement

- 1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

- (b) **Pricing and Payment Manual** excepting for **Section E**, Labels which continues to apply; and

[REDACTED]

[REDACTED]

##### 1.2 Licence Pre-Conditions

- 1.2.1 This SLA is subject to the Contractor first providing to Zespri by 30 April 2021 a completed Zespri Facility Registration Form (**Appendix 2**).

- 1.2.2 Under **Schedule 9** the Contractor may sell or otherwise supply Non-Class I PVR Kiwifruit to;

- A ZGL licensed processor;
- ZGL pursuant to an SLA entered into pursuant to **Schedule 6**; or
- For disposal of Non-Class I PVR Kiwifruit by dumping.

Therefore, the Contractor will be breaching **Schedule 9** if it sells PVR Kiwifruit on the domestic market without entering into this SLA.

##### 1.3 Sales and Licence Agreement

- 1.3.1 Subject to first complying with **clause 1.2**, ZGL, grants to the Contractor a sub-licence to market and sell the kiwifruit specified in **clause 1.6** below on the terms and conditions of this SLA.
- 1.3.2 The Contractor must enter into the Trade Mark Licence Agreement set out in Appendix 1 of this SLA before it may use the trademarks set out in the Trade Mark Licence Agreement.
- 1.3.3 The Contractor is solely responsible for storage/fruit loss cost and establishing the market price for all Kiwifruit supplied under this SLA. The Contractor shall not communicate its market pricing to Zespri or any other Contractor at any time.

#### **1.4 Grower Return**

- 1.4.1 The Contractor will determine the commercial arrangement for remuneration to the Contractor's Growers for all Kiwifruit supplied under this SLA.

#### **1.5 Promotional Contribution**

- 1.5.1 The Contractor agrees by entering into this SLA to contribute to a promotional fund established to promote Zespri SunGold kiwifruit on the domestic market. The value of the Contractor's contribution shall be determined in accordance with Clause 3.3.
- 1.5.2 The expenditure of such promotional fund shall be determined by a domestic market promotion committee, which has been set up to monitor and review promotional spend.

#### **1.6 Authorised Product**

- 1.6.1 Pursuant to this SLA, ZGL authorises the Contractor to sell the following Zespri Kiwifruit onto the domestic market:
- (a) Zespri® Class 1 SunGold Organic, size 42s; and
  - (b) Zespri® Class 2 SunGold sizes 18-36; and
  - (c) Zespri® Class 2 SunGold Organic sizes 18-39; and
  - (d) Zespri® Class 2 Sweet Green sizes 22-42;
  - (e) Zespri® Green Class 1 size 46s;
  - (f) Zespri® SunGold Class 1 size 39s and 42s taste band Y, T and R only.
- 1.6.2 Class 3 or process grade product can be sold only to a ZGL licensed processor and only for the purposes of processing or must be disposed of. The Contractor agrees that it will not sell or otherwise supply Class 3 Kiwifruit onto the domestic market.

#### **1.7 Product Specifications**

- 1.7.1 The Contractor acknowledges and agrees that:

- (a) Fruit sold pursuant to this SLA must meet the applicable Grade standards (Class 1 or Class 2) and will be subject to audit in coolstore or at load out or in market by Zespri Quality Assurance staff (the audit process is set out in **Appendix 4**);
- (b) Kiwifruit excluded from export due to Gold Core Disorder cannot be sold onto the domestic market;
- (c) Kiwifruit must be brought to a reasonable ripeness and suitably de-greened prior to domestic sale. Therefore Prior to sale GA fruit must be;
  - (i) at a Green fractile level equivalent to Protocol N as defined in the Zespri Quality Manual AND;
  - (ii) ripened to below 3.0 kgf (using elevated temperatures or ethylene)
- (d) Responsibility for ripening fruit may be transferred to a third party for conditioning prior to sale however the contractor remains liable for third party performance and the condition of fruit prior to sale.



- (f) All fruit labels will be paid for by the Contractor based on volumes calculated in Clause 3.1.2
- (g) Fruit under this SLA must be sold in Zespri Brand Packaging with Zespri fruit labels as set out in Appendix 5 (Class 2 Pack / Label Matrix) unless otherwise authorised in writing by Zespri;
- (h) Use of the ZGL brand names listed in column 3 below on the fruit or on the packaging (including EAN labels) is permitted pursuant to this SLA.

Variety Code (Permitted)	Variety Name (Permitted)	ZGL brand name / Trademark
HE	ZESH004	Zespri Sweet Green
GA	ZESY002	Zespri SunGold

- 1.7.2 Although Zespri Sweet Green fruit labels are permitted, no fruit labels are required for Class 2 Sweet Green Kiwifruit supplied under this SLA.
- 1.7.3 Prior to the fruit leaving the packhouse it must be in grade and labelled, unless the fruit is being packed by a Third Party Contractor in accordance with **Clause 2** below.
- 1.7.4 Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.



1.7.5 All packaging including crates must be labelled showing the originating Registered Supplier or coolstore.

## **1.8 Breach of Licence Agreement**

1.8.1 In the event that the Contractor breaches any terms of this SLA, or the Trade Mark Licence, ZGL will:

- (a) In the case of a first breach in a season issue a cease and desist letter for any initial breach requiring the supplier to:
  - (i) Take immediate steps to remedy any kiwifruit that is in breach of this SLA and / or;
  - (ii) Stop selling and otherwise distributing any kiwifruit which is in breach of the terms of this SLA;
  - (iii) Retrieve and destroy all Kiwifruit which is in breach of this SLA which remains unsold, and provide proof of this retrieval and destruction to Zespri on request
  - (iv) Destroy any Kiwifruit which is in breach of this SLA which remains in the Contractors possession or control and provide proof of this destruction upon Zespri's request;
  - (v) Provide a certificate signed by a director of the Contractor that all steps noted above have been conducted.
  - (vi) Zespri reserves the right to audit such disposal.

1.8.2 For any subsequent breach Zespri reserves the right to terminate this SLA and the Trade Mark Licence for the current season and may choose to decline issuing a Domestic Market SLA or Trade Mark license for the subsequent season.

1.8.3 In the event of termination of the SLA or Trade Mark license, to protect grower interests the Supplier may nominate a third party or agent to assume control of fruit under this agreement, however that party must be approved in writing by Zespri and will be bound by the terms of this agreement.

## **2. THIRD PARTY CONTRACTORS**

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2.1.1 If the fruit pursuant to this SLA is packed by a third party contractor on behalf of the Contractor (**Third Party Contractor**) the Third Party Contractor must first be approved by ZGL in writing and the Contractor must complete and submit by 30 April 2021 a third party contractor authorisation form set out in **Appendix 3**.

2.1.2 Notwithstanding approval of any Third Party Contractor, the Contractor remains responsible and liable for performance of its obligations pursuant to the 2021 Supply Agreement and this SLA, and

the Contractor shall procure compliance with its obligations pursuant to the 2021 Supply Agreement and this SLA.

2.1.3 The Contractor warrants that any Third Party Contractor:

- (a) Will comply with the terms of this SLA;
- (b) Has the necessary skills and qualifications and will maintain an appropriate level of staffing to carry out the Contractor's obligations pursuant to this SLA, and will perform the services it is contracted to provide on behalf of the Contractor in accordance with best practice and using the highest standards of skill and care;
- (c) Will comply with all applicable laws or regulations in performing its obligations and will hold and maintain in good standing all necessary licences, registrations, permits, authorisations, consents and approvals required by or from any governmental, provincial or local department or agency.
- (d) The Contractor will procure third party access to Third Party Contractors facilities for the purposes of ZGL (or ZGL representatives) to audit (as set out in **Appendix 4**).

### **3. PAYMENT TERMS**

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#### **3.1 Royalty Payment**

3.1.1 The Contractor will pay ZGL a set rate per KG based on 3% of sales value for all Kiwifruit supplied under this SLA as a royalty. The sale value must be provided by the Contractor by 28 February 2022.

#### **3.2 Fruit Label Payment**

3.2.1 The Contractor will be on-charged for fruit labels based on the Kiwifruit volumes (as outlined in **clause 3.2.2**) supplied under this SLA.

3.2.2 Kiwifruit volumes supplied under this SLA will be based on the Contractor's pack out report and inventory packed report or if these reports are not provided by the Contractor by the 31<sup>st</sup> May 2022 volumes supplied will be based on the 75<sup>th</sup> percentile of other Contractor's responses (for example if five Contractors responded with 1%, 2%, 3%, 4% and 5% Class 2 as a percentage of Class 1 volumes, the 4% value would be used). If less than half the Contractors provide pack out report and inventory packed report Zespri will agree an applicable percentage through the ISG for non-respondents.

#### **3.3 Promotion Contribution**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**3.4 Invoices and Payments**

3.4.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for royalties owing before 31 March 2022 subject to information being provided by the Contractor to Zespri per clause 3.1.

3.4.2 Once an invoice is issued, the Contractor will make payment to ZGL in the month following receipt of the invoice.

## Appendix 1: Trade Mark Licence Agreement

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### Introduction

- A. Zespri Group Limited (“ZGL”) and its assignees and successors grant to the Contractor (“User”) the non-exclusive right to use the Trade Mark:
- Zespri and its visual identity (“Trade Marks”) solely for the purposes in the territory set out below.

### Terms of Agreement

1. The User acknowledges that ZGL is the exclusive owner of all rights relating to the Trade Marks. The User must not at any time claim any interest whatsoever in the Trade Marks or contest their validity.
2. ZGL grants to the User the right to use the Trade Mark Zespri on the goods/services for the purpose below:
  - (a) Domestic market sales of SunGold, Sweet Green Kiwifruit and Zespri Green fruit labels.
3. The User must:
  - (a) use the Trade Marks strictly in accordance with any brand specification attached to this Agreement (which ZGL may change from time to time) and any directions given by ZGL from time to time;
  - (b) obtain ZGL’s prior written approval for each particular commercial use of any Trade Mark by submitting pre-production samples and photographs to ZGL and use the Trade Marks only in a way that is consistent with this approval;
  - (c) allow ZGL to inspect the User’s premises from time to time (and to take copies of relevant documents) to ensure that the User is complying with its obligations under this Agreement; and
  - (d) comply with all relevant laws and regulations relating to the use of Trade Marks and to marketing;
4. The User must not:
  - (a) do anything which might damage or otherwise detrimentally affect the Trade Marks, ZGL, Zespri International Limited, or their respective reputations;
  - (b) use any Trade Mark in conjunction with any other trade mark, name or logo without ZGL’s prior written approval;
  - (c) make any adjustments or additions to any Trade Mark; or
  - (d) use the Trade Mark outside the New Zealand domestic market territory.
5. The User must use the “®” sign whenever it uses the Trade Mark Zespri®. The User must obtain ZGL’s requirements in this regard before it first uses the Trade Marks in any particular way and must comply with any subsequent requirements of ZGL.

6. This Agreement commences when it is signed by both parties and will continue for the duration of the Season. Either party may terminate this Agreement by giving 30 days written notice of termination to the other party.
7. In the case of a material breach of this Agreement by the User, ZGL may terminate this Agreement immediately upon delivery of written notice of termination to the User.
8. When this Agreement expires or is terminated, the User must:
  - (a) immediately stop all use of the Trade Marks; and
  - (b) either immediately return all materials relating to the Trade Marks to ZGL or (at ZGL's option) destroy them.
9. The User must keep confidential all information provided to it by ZGL from time to time, except to the extent that any information is generally known by the public other than by reason of a breach of this clause by the User.
10. The User must not assign or transfer any rights granted under this licence to any other party, without prior written approval from ZGL.
11. The User must not sub-licence any rights granted under this licence to any other party.
12. If ZGL and the User can not settle amicably in good faith any dispute between them, either ZGL or the User may require such dispute to be referred to a Mediator to be appointed by both ZGL and the User. The Mediator shall conduct the mediation in accordance with the guidelines set by ZGL and the User.
13. If settlement is not reached within 60 days after commencing mediation, the dispute shall be settled by the New Zealand courts.
14. The User indemnifies ZGL against any and all liability, loss, damages, costs, and other expenses of any kind incurred or suffered by ZGL arising from any breach by the User of this Agreement.
15. This Agreement is governed by New Zealand Law.

**Appendix 2: Zespri Facility Registration Form**

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Please fill in the Facility Name at which the product will be packed at and the Contact name as the person that the QA can contact and carry out the audit with.

FACILITY NAME	CONTACT PERSON	EMAIL	MOBILE NUMBER	PHONE

To be submitted to  by 30 April 2021.

**Appendix 3: Zespri Third Party Contractor Facility Registration Form**

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Please fill in the Facility Name at which the product will be packed at and the Contact name as the person that the QA can contact and carry out the audit with.

<b>THIRD PARY CONTRACTOR FACILITY NAME</b>	<b>CONTACT PERSON</b>	<b>EMAIL</b>	<b>MOBILE NUMBER</b>	<b>PHONE</b>	<b>Approval by ZGL (authorised signature required)</b>

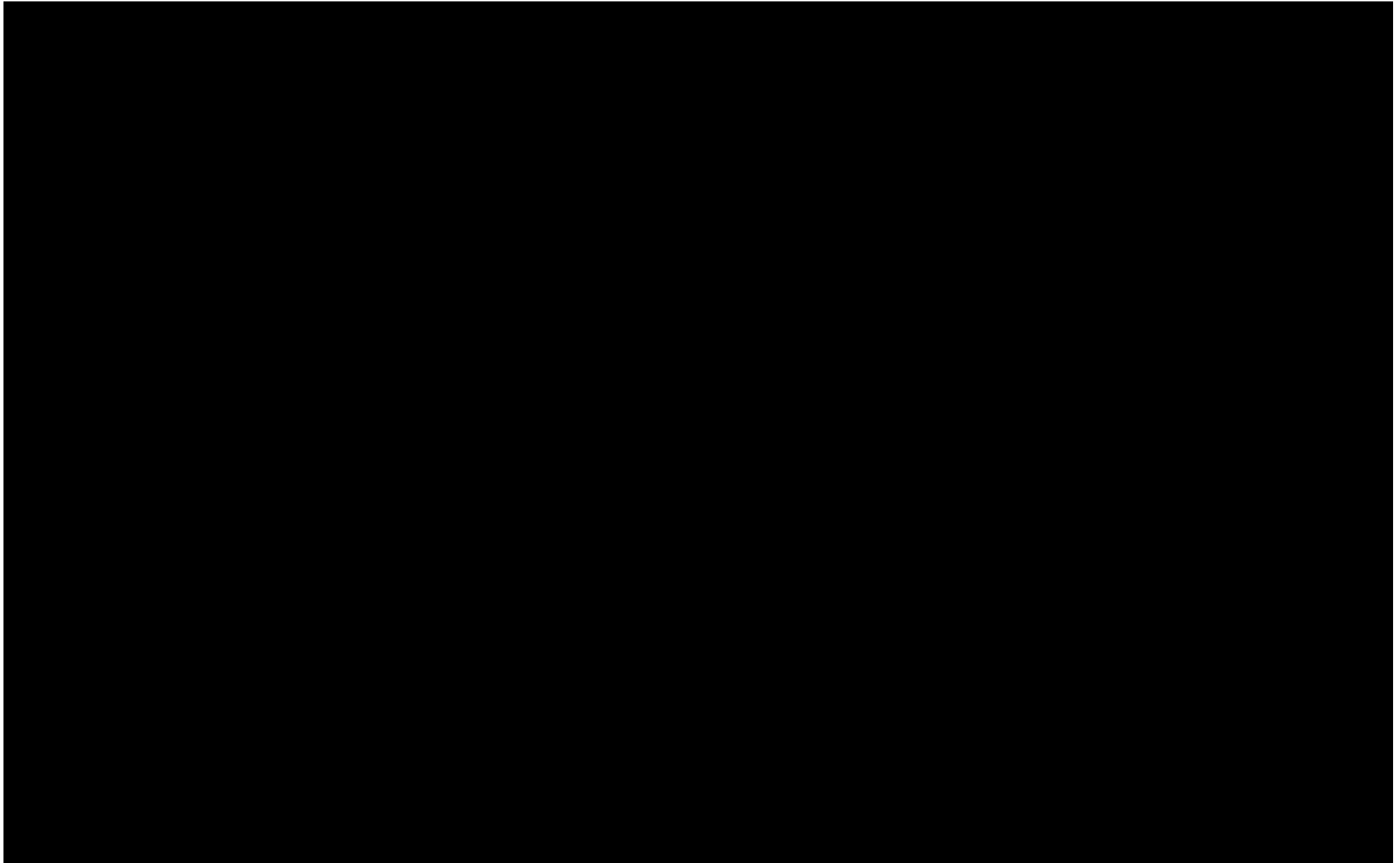
To be submitted to  by 30 April 2021.

#### Appendix 4: Zespri Domestic Market Audit Process

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- 1) Notify ZIL QA of intended Domestic Market Gold/Sweet Green loadouts to market or Third Party Contractor on the weekly 'Coolstore loadout/packhouse work schedule' form.
- 2) On request provide ZIL QA with information on the inventory in store and/or loadout (Number of pallets/TEs, KPINs etc.) and facilitate audit of the product.
- 3) ZIL QA to audit product to Zespri Class 1 or Class 2/Family Kiwi Grade standards and specifications in this SLA.
- 4) Facility to undertake corrective action for non-conforming product as required.







## 2021 Airfreight Orders

### SLA B3

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#### BACKGROUND

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Zespri is seeking to fulfil a variety of airfreight orders for the 2021 Season. Such orders require additional time, resources and effort which need to be acknowledged and duly compensated for. This SLA sets out the terms and conditions for supplying Kiwifruit via airfreight orders.

#### 1. TERMS OF AGREEMENT

---

##### 1.1 2021 Supply Agreement

1.1.1 All provisions of the **2021 Supply Agreement** apply to this SLA.

##### 1.2 Grade Standards

1.2.1 All Zespri Class 1 Kiwifruit volumes will be packed to the Zespri Class 1 Standard in accordance with the Grade standard section of the **ZIL Quality Manual**.

1.2.2 All Zespri Class 2 Kiwifruit volumes will be packed to the Zespri Class 2 Standard in accordance with the Grade standard section of the **ZIL Quality Manual**.

#### 2. PAYMENT TERMS

---

##### 2.0 **Additional Payment Terms**

2.0.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

##### 2.1 **Invoices and Payments**

2.1.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.

2.1.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



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**2. PAYMENT TERMS**

**2.1 2021 Supply Agreement Payment Terms**

2.1.1 The payment terms in the **2021 Supply Agreement** apply to all Kiwifruit supplied under this Agreement.

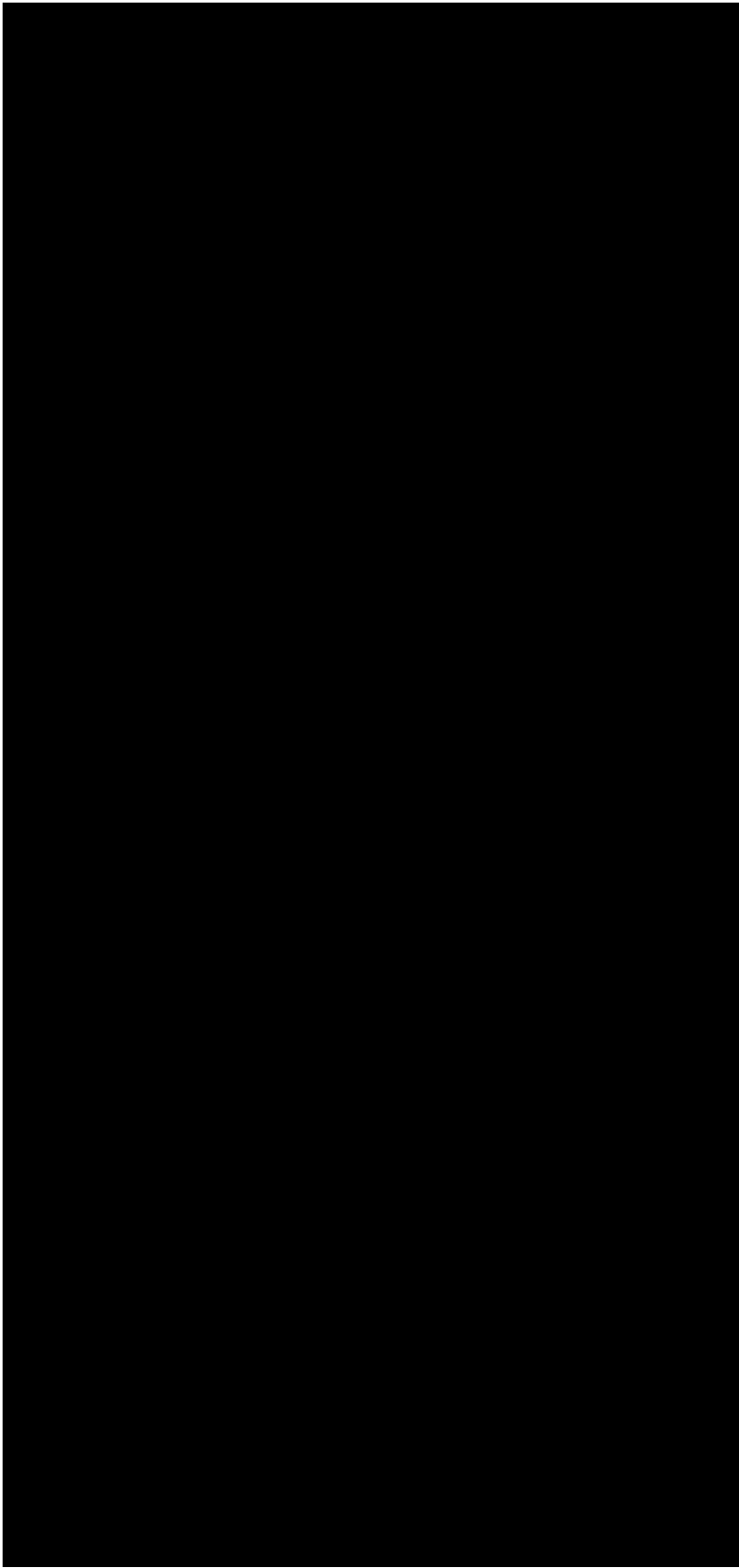
[Redacted text block]

2.1.3 For the avoidance of doubt, Kiwistart rates will apply to all Kiwifruit supplied under this agreement that meet the Kiwistart payment criteria. It is the Contractor's responsibility to ensure that relevant fruit is submitted within the relevant timeframes for Kiwistart payments.



**Appendix 1: Predicted weight-loss adjustment post curing**

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[Redacted]

[Redacted]

[Redacted]

[Redacted]



## 2021 Advanced Volume Movement

### SLA B5

#### BACKGROUND

Suppliers have advised an onshore static capacity constraint in weeks 19-23. In response to this Zespri intend to pull forward a number of shipments scheduled for later in the season to increase movement over period 2. A consequence of this is increased inventory levels in [REDACTED] [REDACTED] for a short period of time. This programme will be a user pays programme with additional costs to be borne by the contractor.

#### 1. TERMS OF AGREEMENT

##### 1.1 2021 Supply Agreement

1.1.1 The **2021 Supply Agreement** terms and conditions are varied, with the following provisions varied or excluded for the purposes of this SLA agreement:

[REDACTED]  
[REDACTED]

##### 1.2 Volume allocation

1.2.1 The Contractor's volume is outlined in **Appendix 1**.

1.2.2 If the Contractor reneges on the volume commitment in Appendix 1 the Contractor will be charged:

- (a) The actual costs incurred or already sunk i.e. charges from the Shipping line for pulling out of volume already committed to the Shipping line, coolstore charges, shipping segment changes, dead freight etc. Verification of sunk costs will be made available to the Contractor on request.

##### 1.3 Fruit criteria and Indicators

1.3.1 Due to this volume being shipped to stock to relieve capacity pressure in New Zealand, fruit needs be Mainpack specification and have an average line pressure of 4.0kgf or greater for Hayward and 3.0kgf or greater for Gold3 to be loaded on these shipments.

1.3.2 Fruit firmness will be monitored at ECPI/Coolstore door.

1.3.3 A "Z" electronic indicator shall to be used identify pallets allocated for Advanced Movement volume.

1.4 **Operational Planning and Order Management**

1.4.1 For avoidance of doubt these shipments will form part of the normal shipping schedule; therefore,

[Redacted]

1.5 **Supplier Accountability – Sampling percentage, accountability period and in market assessment process**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

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## 1.6 Disputes

1.6.1 The reason for any disputes relating to this SLA will be shared with the Industry Supply Group to allow for improvement of this SLA moving into the future. The intention is to have this advanced volume movement option as an enduring mechanism hence continuous improvement and transparency is required.

1.6.2 A dispute cannot be raised on the grounds that Zespri had a duty to monitor any advanced movement volume and complete an early [Redacted] check on poor quality lines.

## 2. **PAYMENT TERMS**

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### 2.1 Time Rates Payable

[Redacted]

[Redacted]

### 2.2 Fixed Charges

2.2.1 The additional costs are based on [Redacted] storage in the applicable markets. These fixed charges will apply to all volumes partaking in this SLA and are outlined below:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**2.6 Supplier Accountability Premiums & Penalties**

[Redacted]

[Redacted]

**2.7 Insurance**

2.7.1 In the case of an insurance event, the charges detailed in **clause 2.2.1** and **clause 2.3.1** will remain chargeable and the fruit will follow the same insurance process as non-advanced volume per the **2021 Supply Agreement**.

**2.8 Regional Freight Costs**

2.8.1 If additional regional freight is required for this programme, the Contractor shall pay the freight cost.

## **2.9 Invoices and Payments**

- 2.9.1 ZGL will issue an Invoice/Credit to the Contractor for the fixed charges in **clause 2.2.1** and **clause 2.3.1** less the payment owing for the Time rates payable detailed in **clause 2.1.1** by 30<sup>th</sup> September 2021.
- 2.9.2 ZGL will issue an Invoice/Credit to the Contractor for the Supplier Accountability premiums paid less penalties charged detailed in **clause 1.5** by 30<sup>th</sup> September 2021.
- 2.9.3 The Contractor will make payment to ZGL no later than 20<sup>th</sup> October 2021 for all costs involved in this SLA.
- 2.9.4 Any outstanding payment(s) owing for this programme after 20<sup>th</sup> October 2021 will be offset against the Contractors November Grower payments (Progress, Time, Pack payments).



## Appendix 1: Contractor Volume

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**BACKGROUND**

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ZGL intends to source supply of Zespri Organic Sungold Kiwifruit (“Kiwifruit”) that meets certain specifications to China for the 2021 season. Volume must be KPINS certified by a Chinese Auditor and must be packed in accordance with Zespri China packing requirements.

**1. TERMS OF AGREEMENT**

---

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are applicable for the purposes of this SLA agreement.

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted content]

[Redacted text block]

1.3 **Packaging Specifications**

The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

**2. PAYMENT TERMS**

---

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted text block]

2.2 **Invoices and Payments**

2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.

2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



**BACKGROUND**

ZGL is seeking to supply the Israel Market with Zespri Green and Zespri SunGold Kiwifruit (“Kiwifruit”) for the 2021 season under the terms of a Special Bilateral Quarantine Arrangement (BQA) agreed between MPI and the Israel Plant Protection and Inspection Services (PPIS).

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

[REDACTED]

**1.3 Packaging Specifications**

1.3.1 All product packed for Israel must have an “inspected and cleared for Israel” pallet sticker applied to each face of the pallet. One label is to be applied to each face of the pallet at the same height as the pallet card.

1.3.2 The Contractor must meet the market access requirements as listed in **Appendix 1**.

[REDACTED]

1.3.4 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

**2. PAYMENT TERMS**

---

**2.1 Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

(b) **Labelling Rates** for the work carried out by the Contractor to label each pallet with an Israel label at the 2021 Market Specific Labelling rates. (This will be covered by the Generic Services SLA).

**2.2 Invoices and Payments**

2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.

2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



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**BACKGROUND**

Zespri is seeking to supply HW1CK size 33 unlabelled Zespri® Green Kiwifruit (“Kiwifruit”) to Japan for the 2021 season.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

[Redacted]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be HW1CK, size 33 and Unlabelled.
- 1.3.2 All pallets supplied under this Agreement must be labelled front and back with a special pack sticker 'NL'.
- 1.3.3 Four "MB33 unlabelled or IT33 unlabelled" pallet labels to each face of the pallet are to be applied as per the **ZIL Quality Manual**.
- 1.3.4 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

**2. PAYMENT TERMS**

---

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted text block containing multiple lines of blacked-out content]

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



**BACKGROUND**

Zespri is seeking to supply unlabelled sizes 30 and 36 Zespri SunGold Kiwifruit (“Kiwifruit”) to North America for the 2021 season to meet Point of Sale requirements for certain North American retailers.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

[Redacted]

[Redacted]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be sizes 30 and 36 and Unlabelled.
- 1.3.2 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator of 'NL'.
- 1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

2. **PAYMENT TERMS**

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2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted]

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



**BACKGROUND**

Zespri is seeking supply of unlabelled size 42 Zespri Green Kiwifruit (“Kiwifruit”) to North America for the 2021 season to meet Point of Sale requirements for certain North American retailers.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

[Redacted]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be size 42, Conventional and Unlabelled.
- 1.3.2 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator of 'NL'.
- 1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

2. **PAYMENT TERMS**

---

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted text block containing multiple lines of blacked-out content, likely detailing specific payment terms or conditions.]

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.





**BACKGROUND**

Zespri is seeking supply of Zespri Green Kiwifruit (“Kiwifruit”) size 33 with Data Bar Labels to North America for the 2021 season to meet Point of Sale requirements for certain North American retailers.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be size 33 and labelled with Zespri® Green Data Bar Labels.
- 1.3.2 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator 'LT'.
- 1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

**2. PAYMENT TERMS**

---

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted text block containing multiple lines of blacked-out information]

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



**BACKGROUND**

Zespri is seeking supply of Zespri Green Kiwifruit and Zespri SunGold Kiwifruit (“Kiwifruit”) to the [REDACTED] Collaborative Marketer for the [REDACTED] for the 2021 season.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

[REDACTED]

1.3.2 The Contractor must meet the market access requirements as listed in **Appendix 1**.

1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

1.3.4 If there are any changes to the [REDACTED] for import then ZGL reserve the right to amend the conditions of this Agreement and that a review of known information relating to the [REDACTED] will be undertaken to confirm acceptable inventory.

2. **PAYMENT TERMS**

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2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) **Pallet labelling** rates for the work carried out by the Contractor to label each pallet with a [REDACTED] at the 2021 Market Specific Labelling rates.

2.2 **Invoices and Payments**

2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.

2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.

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2021 Zespri Green to

[REDACTED] Collaborative Markets

SLA C8

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## BACKGROUND

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Zespri is seeking to supply Zespri Green Kiwifruit (“Kiwifruit”) to the [REDACTED] Collaborative Marketer programmes for the 2021 season.

### 1. TERMS OF AGREEMENT

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#### 1.1 2021 Supply Agreement

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

#### 1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.4**; and
- (b) the Contractor’s latest advised Programme Specifications.

[REDACTED]



[REDACTED]

[REDACTED]

**2.2 Invoices and Payments**

2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.

2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



**BACKGROUND**

Zespri is seeking to supply unlabelled sizes 42 Zespri SunGold Organic Kiwifruit ("Kiwifruit") to North America for the 2021 season to meet Point of Sale requirements for certain North American retailers.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement**

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

**1.2 Contracted Volume**

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size ("Programme Specifications") in March 2021 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2021 Special Programmes Schedule as provided by Zespri.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, the volumes in the previous 2021 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.

1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[Redacted]

[Redacted]

[REDACTED]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be GA10B, sizes 42 and Unlabelled.
- 1.3.2 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator of 'NL'.
- 1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

2. **PAYMENT TERMS**

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2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.



**2021 Packing and Cool Storage of the  
Pre-Commercial Varieties  
SLA D1**

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**BACKGROUND**

A limited volume of pre-commercial Kiwifruit (“Pre-Commercial Varieties”) harvested from the pre-commercial cultivars trial program will be packed, cool stored, sold locally in New Zealand or exported to Singapore, Japan or China in the 2021 season. To understand the Pre-Commercial Varieties better various testing and recording of data will be necessary and as such will form part of the Contractors required services.

The parties to this Service Level Agreement (“SLA”) are Zespri Group Limited (“ZGL” or “Zespri”) and [REDACTED]

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**1. TERMS OF AGREEMENT**

**1.1 Pre-Commercial Varieties**

1.1.1 The Pre-Commercial Varieties covered under this Agreement are:

[REDACTED]

1.1.2 It is intended that the volume procured will be used to assess each Pre-Commercial Variety in the following areas:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**1.2 2021 Supply Agreement and Supply Specifications**

1.2.1 The **2021 Supply Agreement** terms and conditions are varied by this SLA as below:

[REDACTED]

[REDACTED]



- (b) [REDACTED]  
[REDACTED] Payments by ZGL in this regard will be made directly to participating growers.
- (c) Payment terms in respect of post-harvest services provided are subject to the provisions of this Agreement.

### **1.3 Volume Allocation**

- 1.3.1 Indicative Volumes and allocated harvest regions are set out in **Appendix 1**.
- 1.3.2 This volume is based on the most recent crop estimate available.

### **1.4 Harvest**

- 1.4.1 ZGL will determine harvest dates for the Pre-Commercial Varieties and will advise the Contractor.
- 1.4.2 In respect of Kiwifruit which is loaded out to the coolstore consolidation point in harvest bins, ZGL will co-ordinate the return of the harvest bins to the originating facility upon transfer of the product from the bins.
- 1.4.3 The Contractor must comply with the bin movement requirements set out under the KVH Fruit Bins Protocol V17 when harvesting Kiwifruit from the Exclusion and Containment regions. Zespri will co-ordinate with the Contractor and growers around bin movement, and will cover the costs of new bins if required.

### **1.5 Packing**

- 1.5.1 Zespri will provide the Contractor with an initial Packing Instructions, the Grade Standards (**Appendix 6**) and the Packaging Specifications (**Appendix 7**) in which all Pre-Commercial Varieties must be packed in accordance with.
- 1.5.2 The Contractor will utilise [REDACTED] packaging for the [REDACTED] packing (or other similar packaging as advised) and on-charge any contractor stocks used to Zespri on completion of the programme.
- 1.5.3 The Contractor will source any other packaging formats as required.

### **1.6 EDI**

- 1.6.1 **Appendix 2** sets out the correct EDI process which the Contractor must adhere to.

### **1.7 Supporting Data**

- 1.7.1 All Class 1 trays packed will be submitted into Zespri inventory and separated into the following purchase pools:

[REDACTED]

- 1.7.2 Zespri requires the Contractor to provide all Pack Out reports detailing all volumes including Class 2 (if required) and reject analysis to Zespri within 14 working days of packing.

1.7.3 Further information may be requested by Zespri in conjunction with additional services set out in **clause 1.10** and Class 2 volume sales set out in **clause 1.9.2** below. This information must be submitted to Zespri within the timeframes agreed.

1.7.4 Further information may be requested from Zespri in order to establish services carried out by the supplier in support of payment for those services.

## **1.8 Post-Harvest Regime**

1.8.1 Zespri will determine and advise the Contractor of the handling regimes during and post-harvest of the Pre-Commercial Varieties in respect of any temperature monitoring and curing. These requirements will be communicated to the Contractor via Zespri's Technical Specialist – New Varieties .

## **1.9 Class 2 Volume Sales**

1.9.1 Arrangements for ██████ Class 2 Grade fruit will be advised at a later date.

## **1.10 Other Services**

1.10.1 Zespri will determine and advise the Contractor of any further services that may be required.

## **1.11 Confidentiality**

1.11.1 Confidential Information means the information contained in this Agreement and the corresponding programme and all information of whatever nature which the Recipient obtains from the Discloser, whether or not it is in tangible or documented form and whether or not, if in tangible or documented form, it is marked or identified as being proprietary or under the control of the Discloser and includes, without limitation all know-how, technical information, data, processes, inventions, developments, formulations, specifications, applications, other trade secrets, methodologies, manufacturing techniques and processes, reports, documents, computer programs, business activities, marketing and sales activities, forecasts, opinions, estimates, projections, plans or financial information, but does not include information which:

- (a) the Recipient can conclusively show was known to the Recipient before the date of receipt of such information (other than by reason of it having been acquired directly or indirectly from a third party under an obligation of confidence to the Discloser);
- (b) is or becomes general public knowledge through no fault of the Recipient;
- (c) is independently acquired or developed by the Recipient without breaching any of its obligations under this Agreement or at law and without use of the Confidential Information; or

(d) the parties agree in writing to release from the terms of this Agreement.

1.11.2 The Contractor shall not, without Zespri's prior consent:

- (a) Directly or indirectly divulge or disclose any Confidential Information except as necessary for the Contractor to perform their obligations under the terms of this Agreement;
- (b) Publish, disclose or distribute Confidential Information, media images, or other information related to the Pre-Commercial Varieties currently under trial;
- (c) Discuss, refer or publish any statement directly or indirectly about the Agreement and the contents to parties outside of the contract;
- (d) Take photographs or images of the fruit, plant material or any of the Confidential Information;
- (e) Remove or transport the fruit or plant material from the designated facility or provide to any third party.

1.11.3 The Contractor will take all reasonable steps necessary to communicate these confidentially requirements to all employees.

1.11.4 The Contractor acknowledges and accepts that Zespri shall be entitled to interlocutory injunctive relief to prevent a breach and/or compel specific performance of this undertaking.

1.12 **Relationship Management**

1.12.1 The Supplier and Zespri will each appoint a Relationship Manager to manage this Agreement and to be responsible for the operational delivery of this Agreement. The Relationship Managers are those persons named below.

[Redacted]  
[Redacted]  
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## **2. PAYMENT TERMS**

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### **2.1 Invoices and Payments**

- 2.1.1 The Contractor must provide the supporting data specified in **clause 1.7** to Zespri within the agreed timeframe.
- 2.1.2 Once Zespri has received and verified the supporting data the Contractor will invoice Zespri for services provided in accordance with the payment terms set out in **Appendix 3** and for the packaging used in accordance with **clause 1.5.2**.

**Appendix 1: Indicative Volumes and Harvest Regions**

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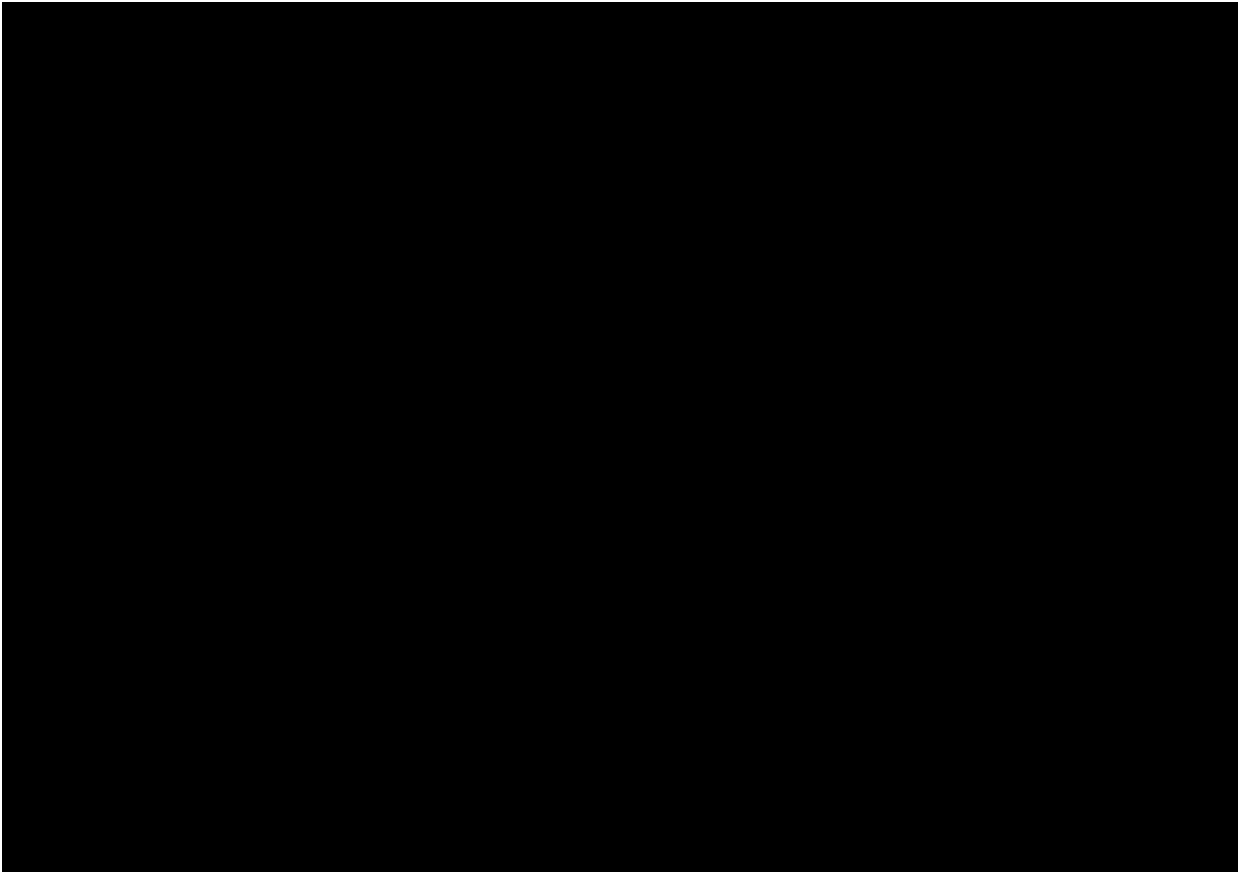
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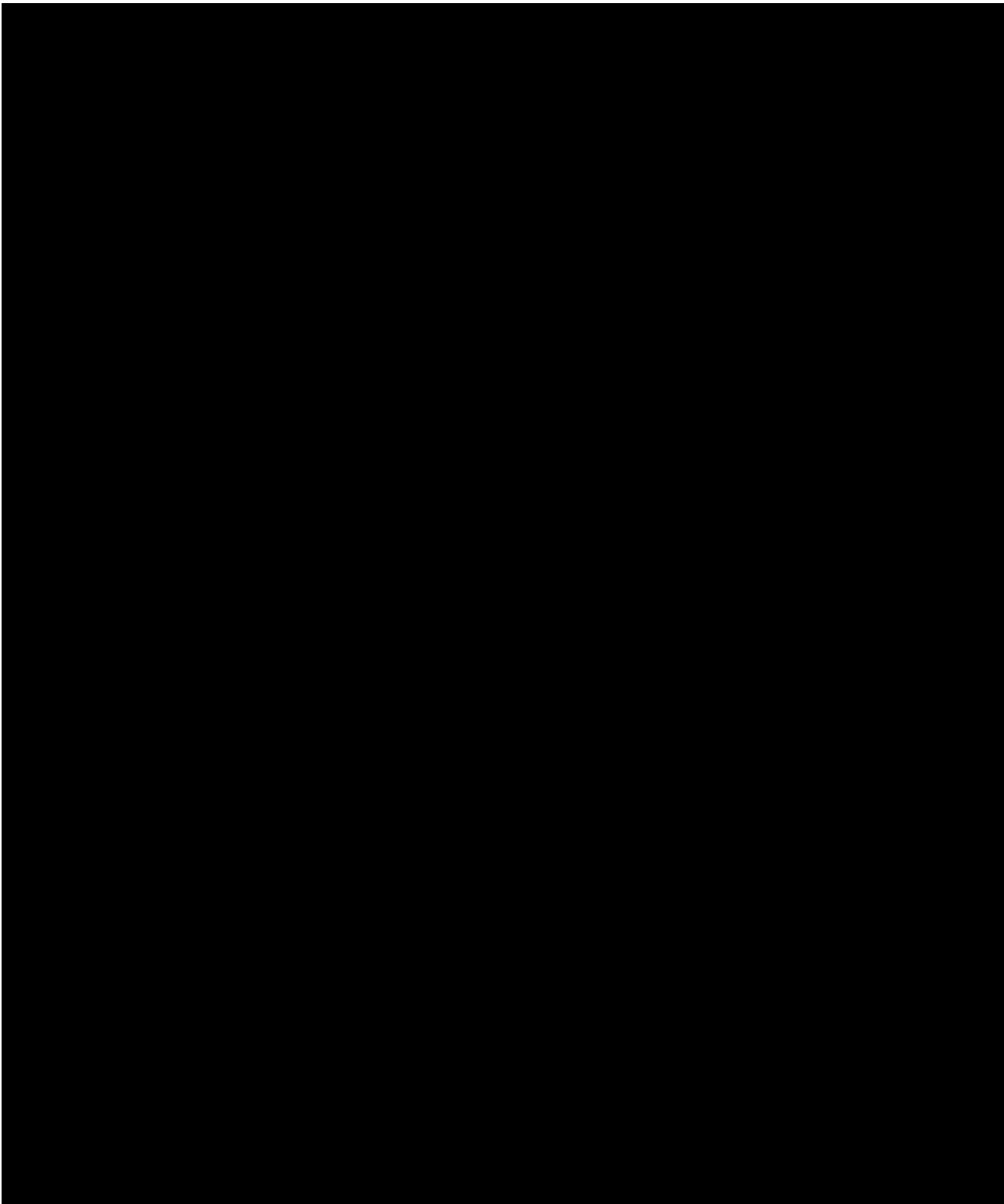
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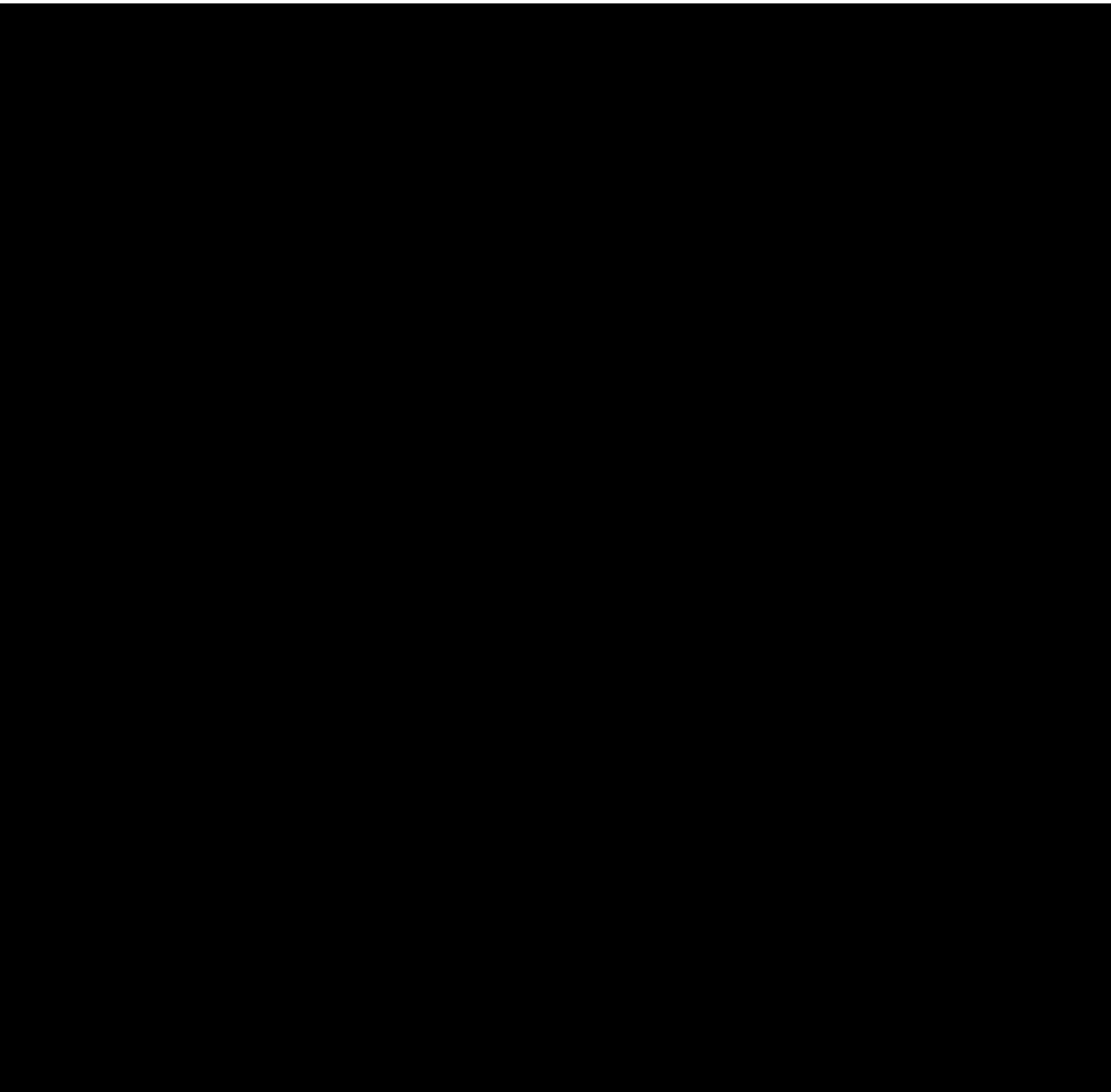
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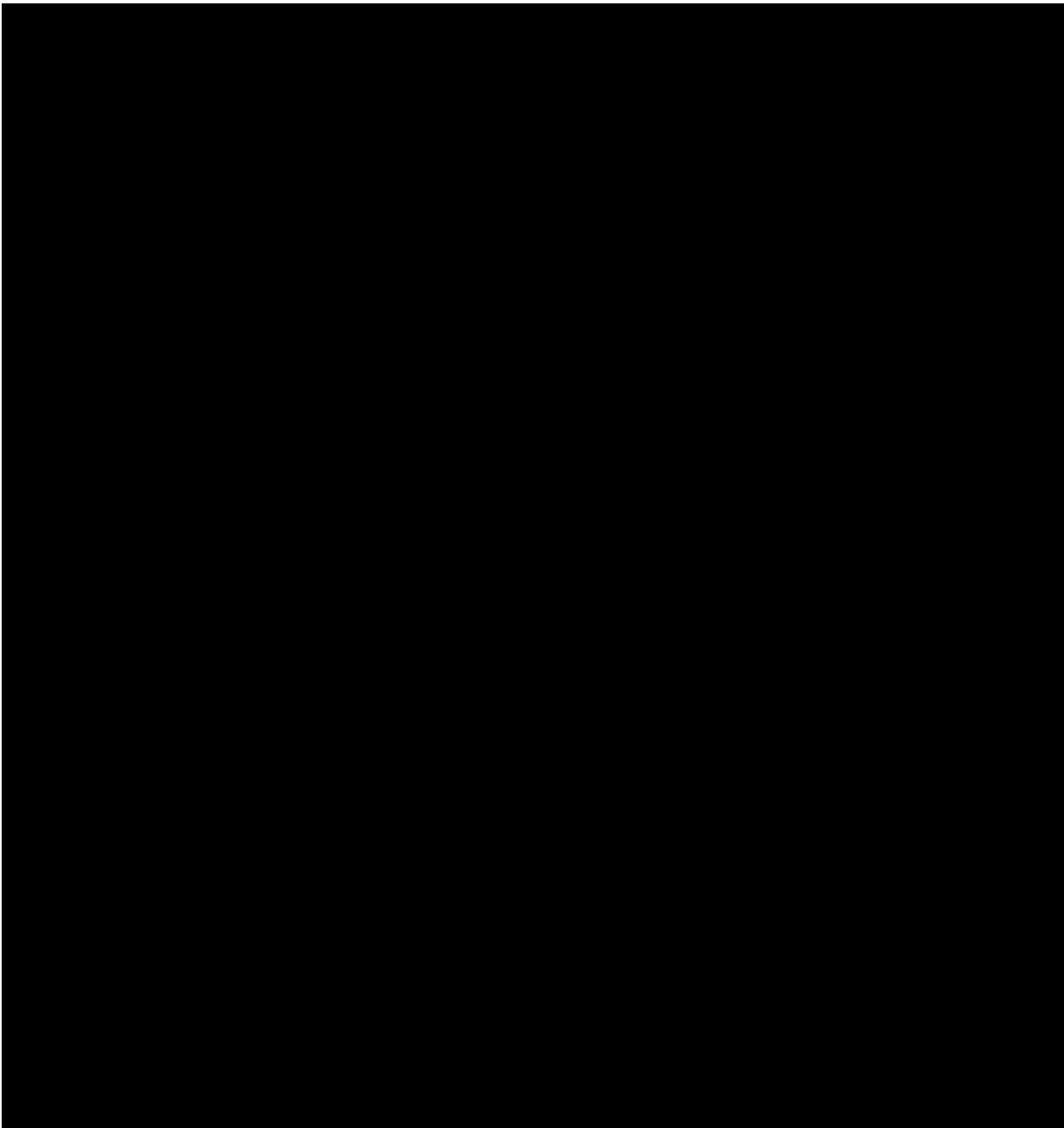
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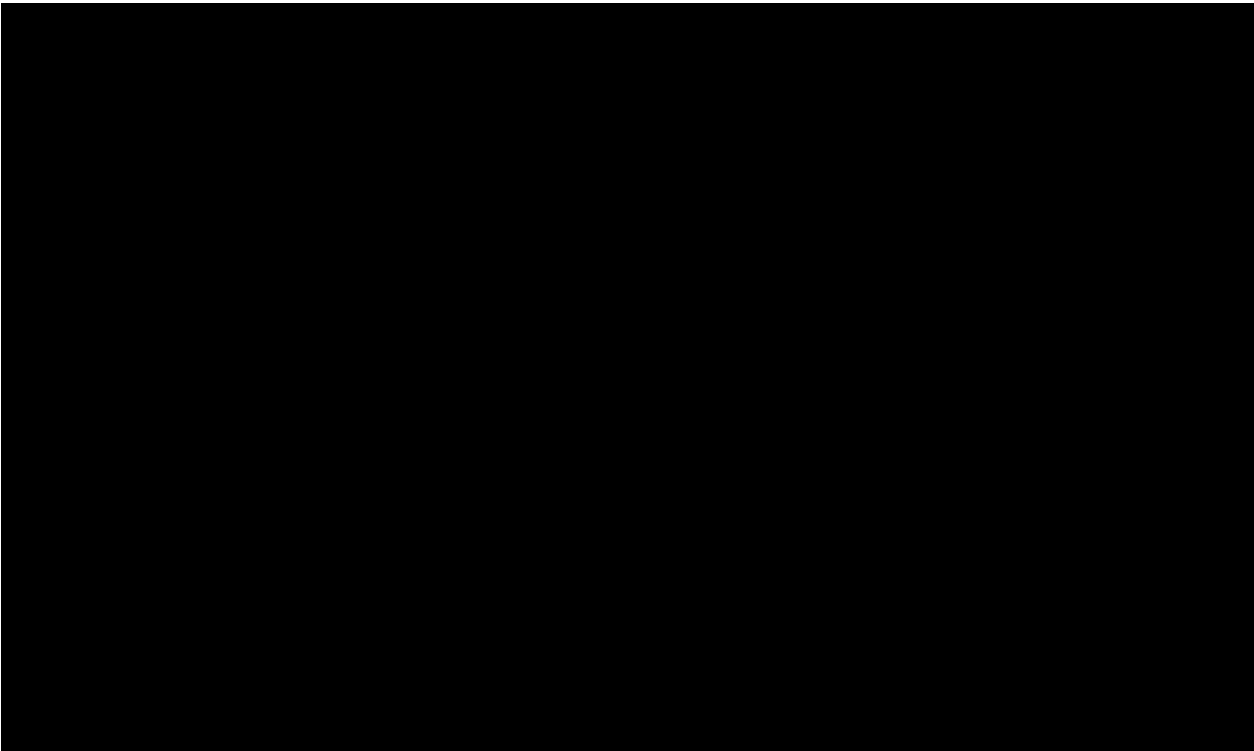


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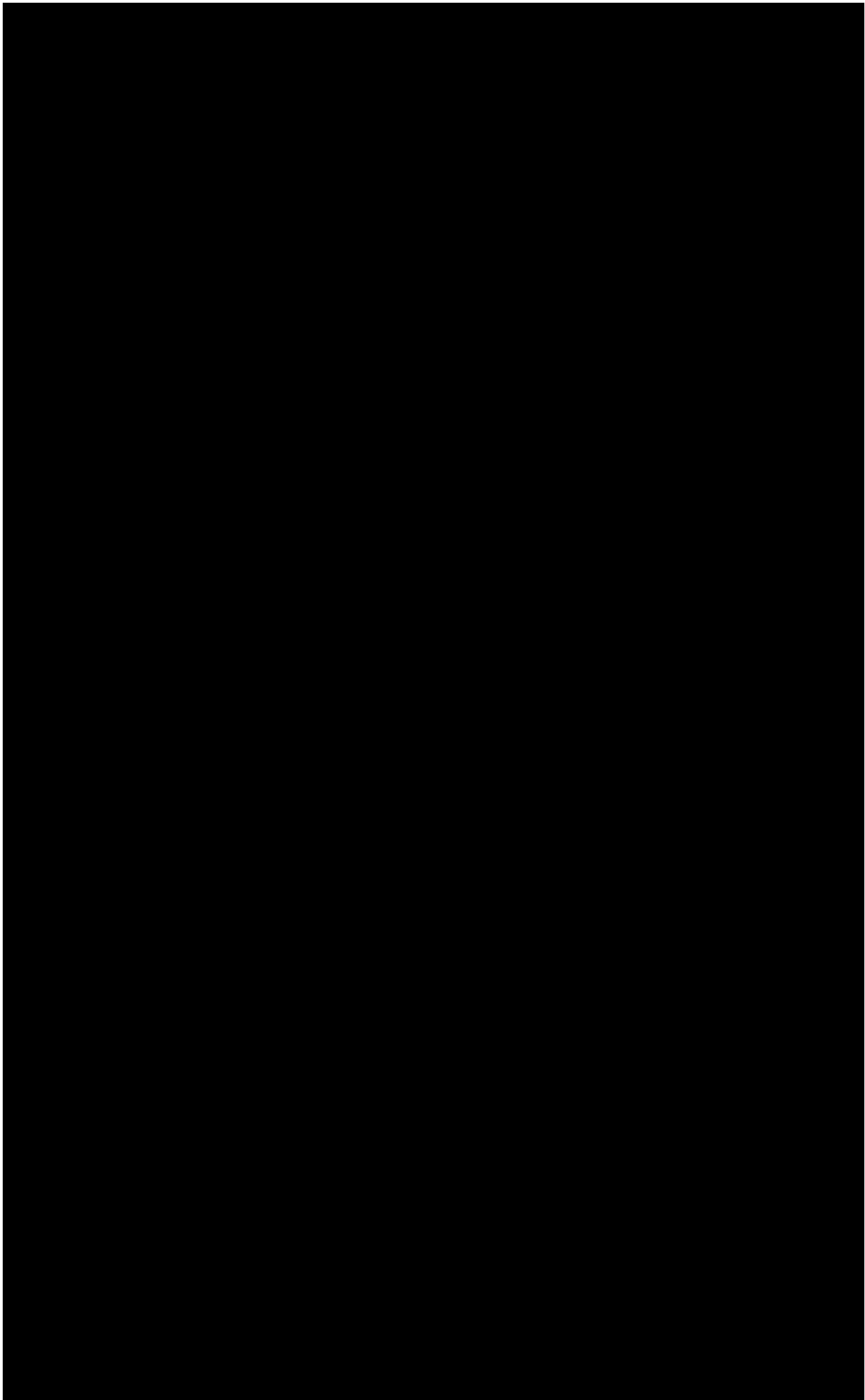


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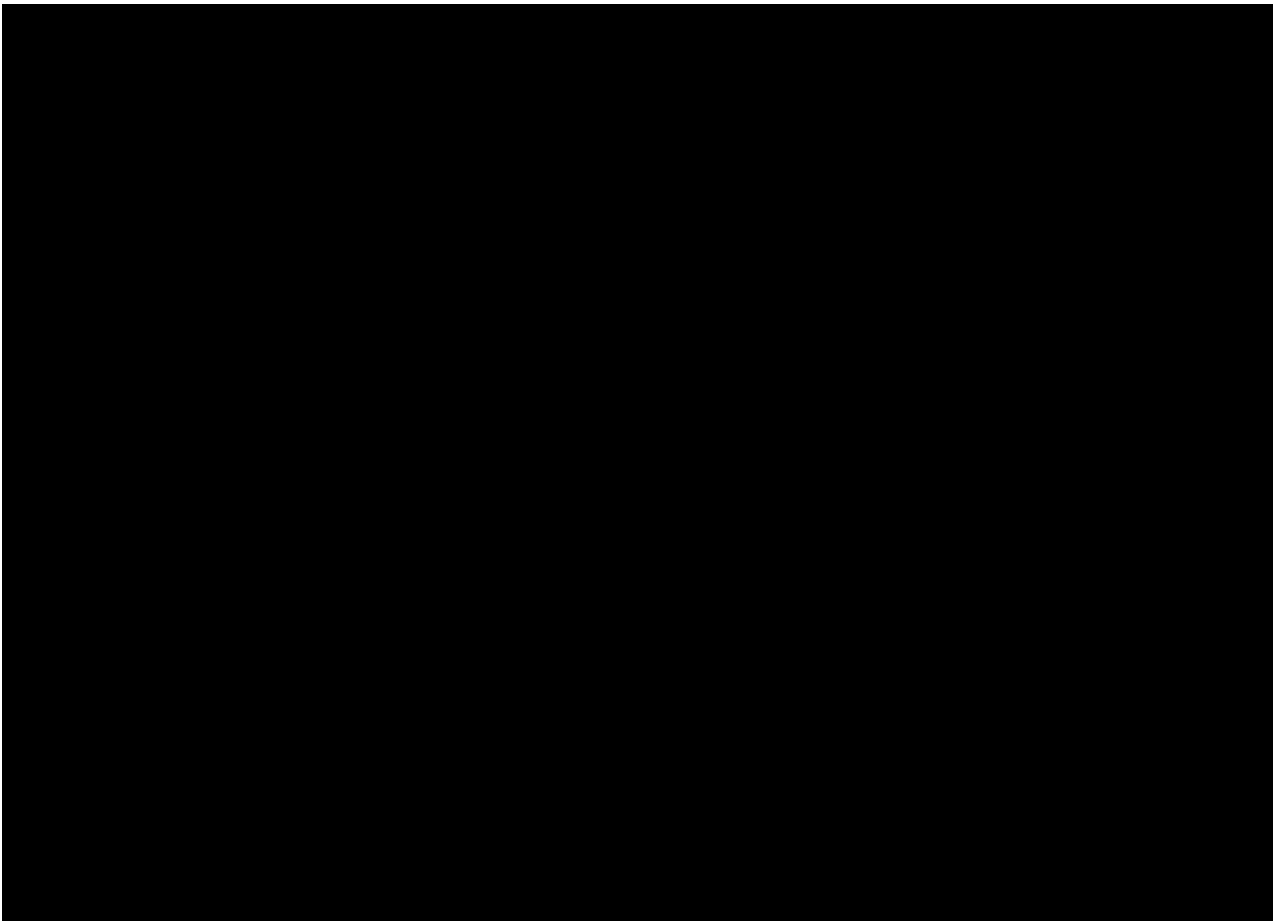


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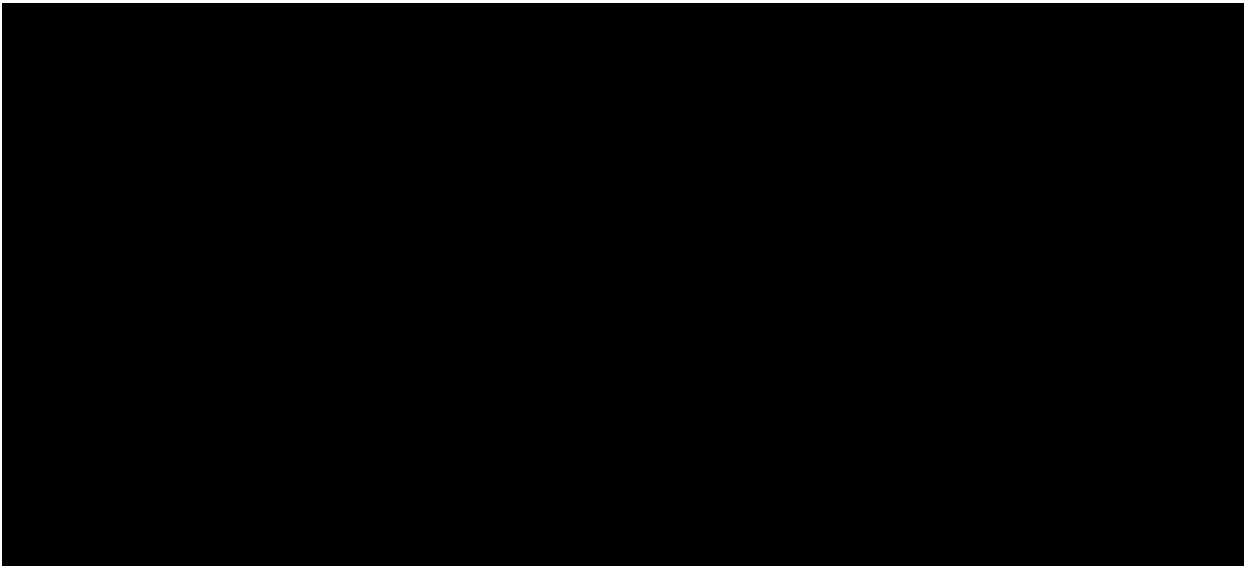




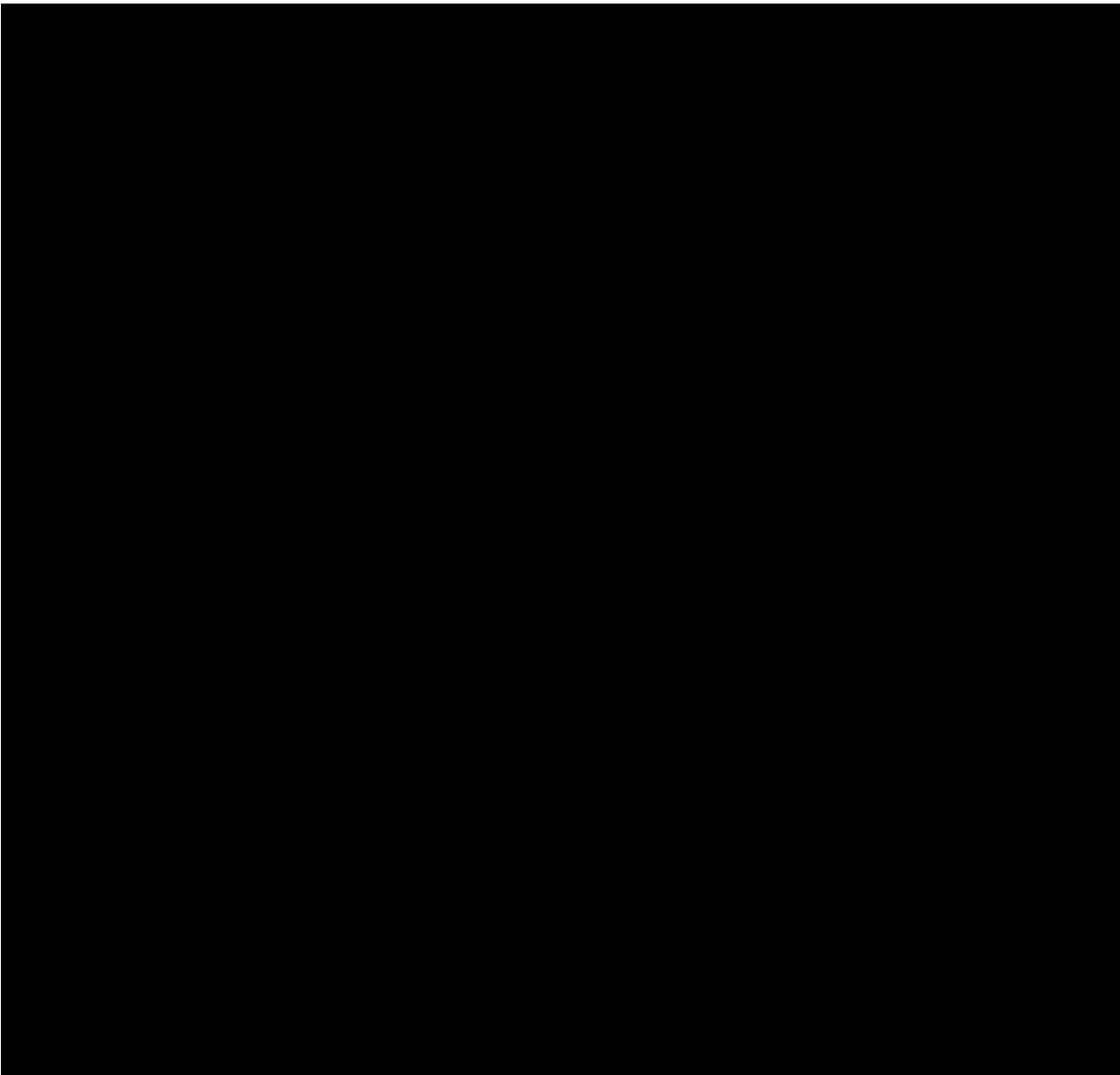
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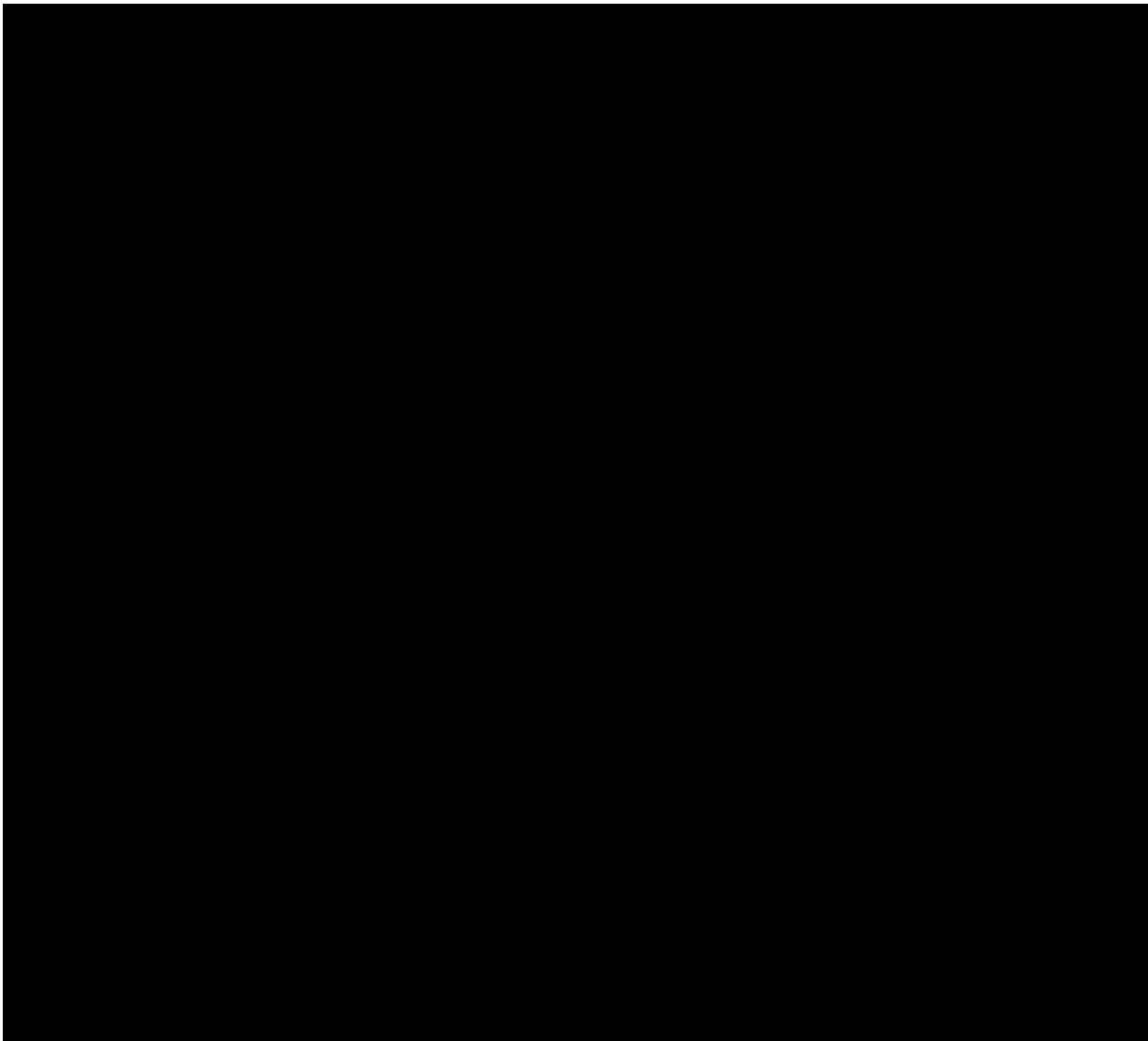
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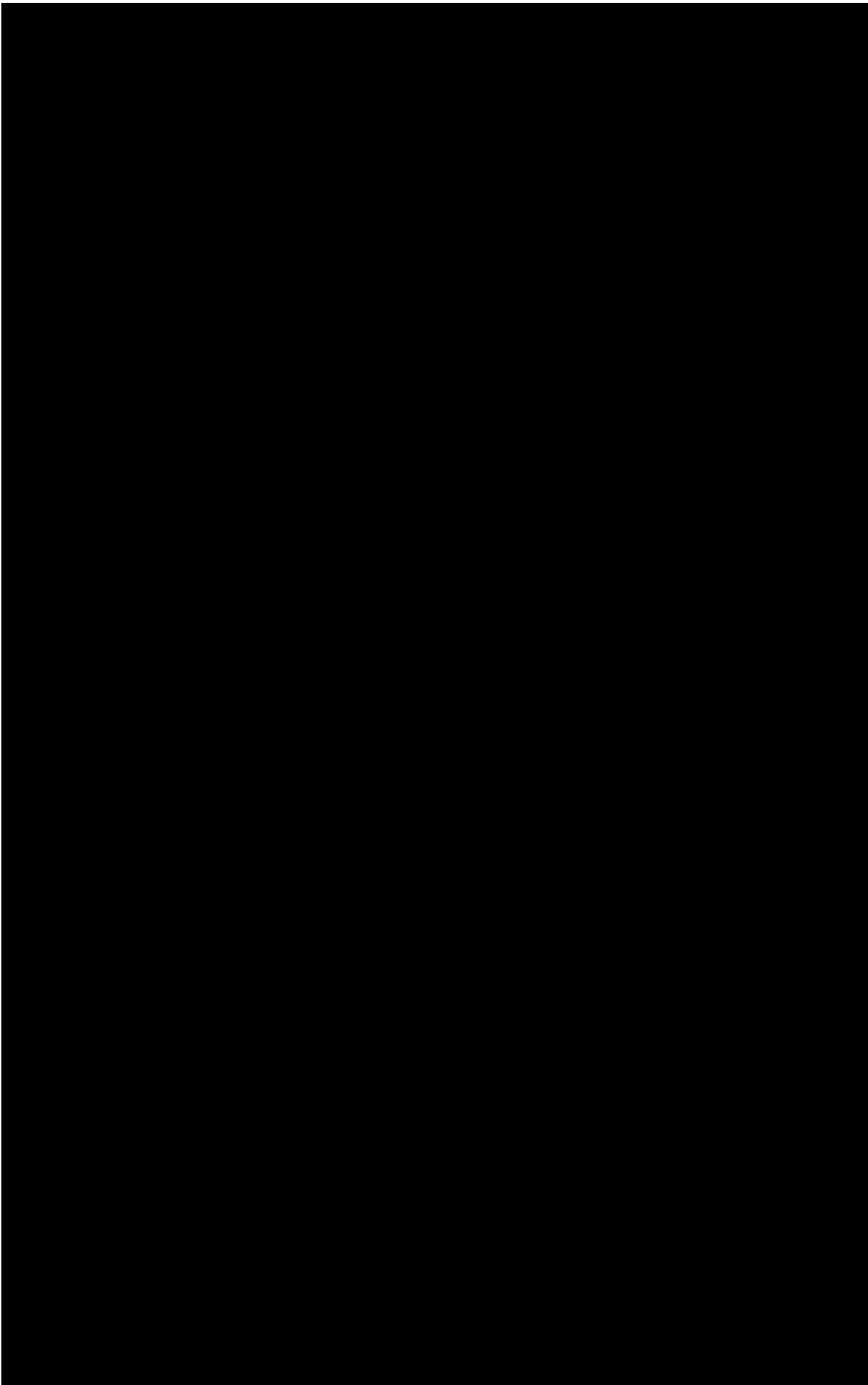
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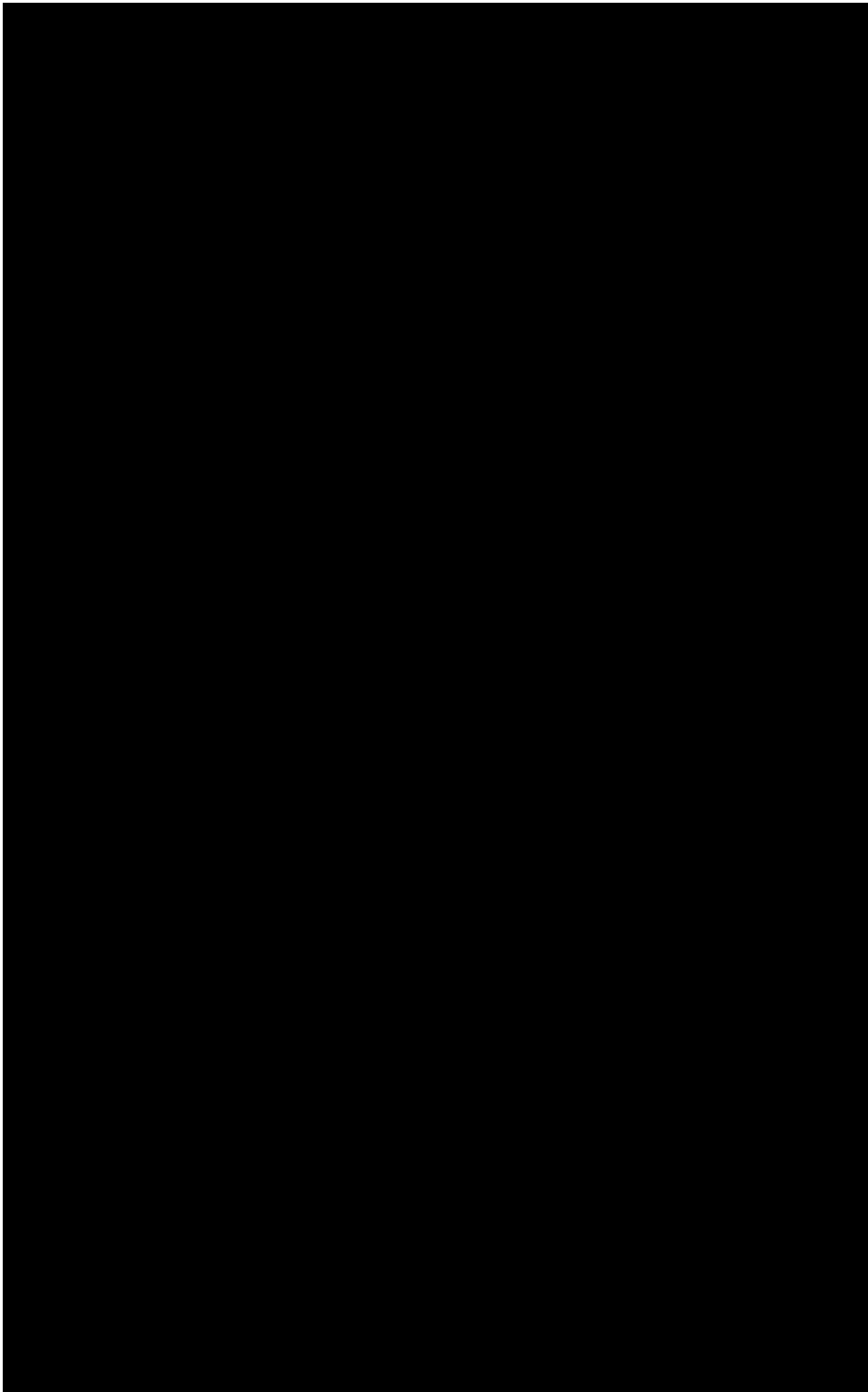
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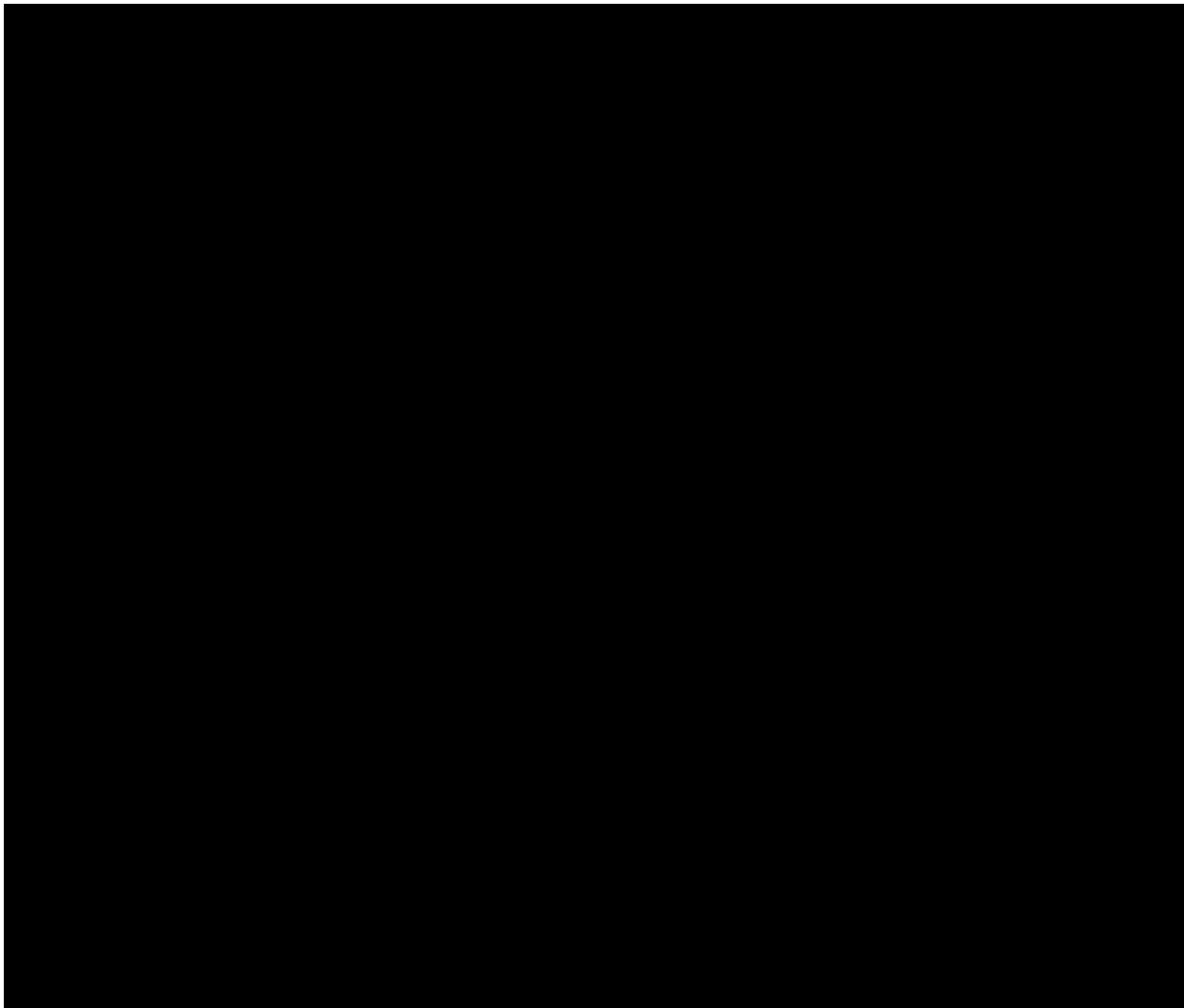


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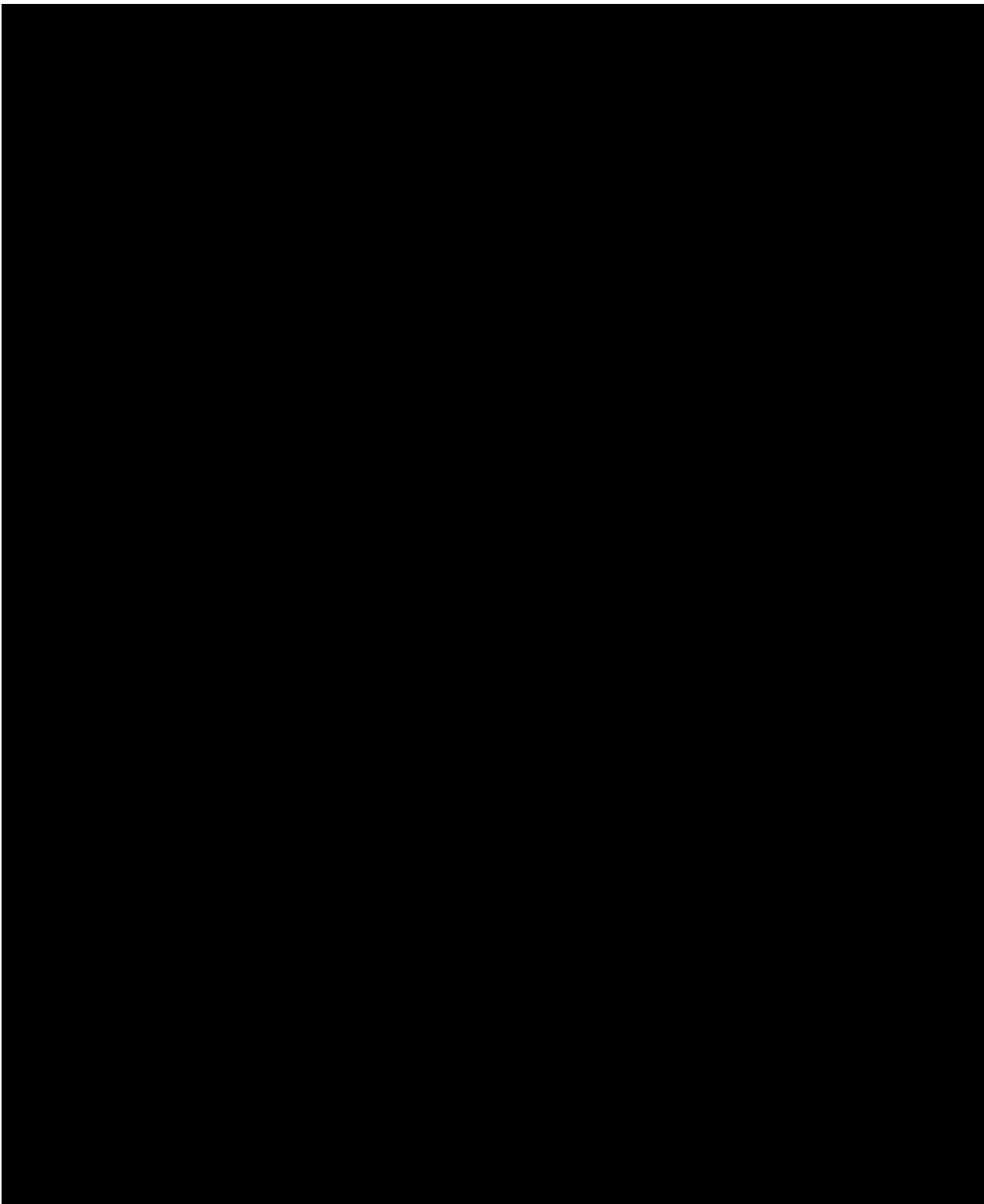




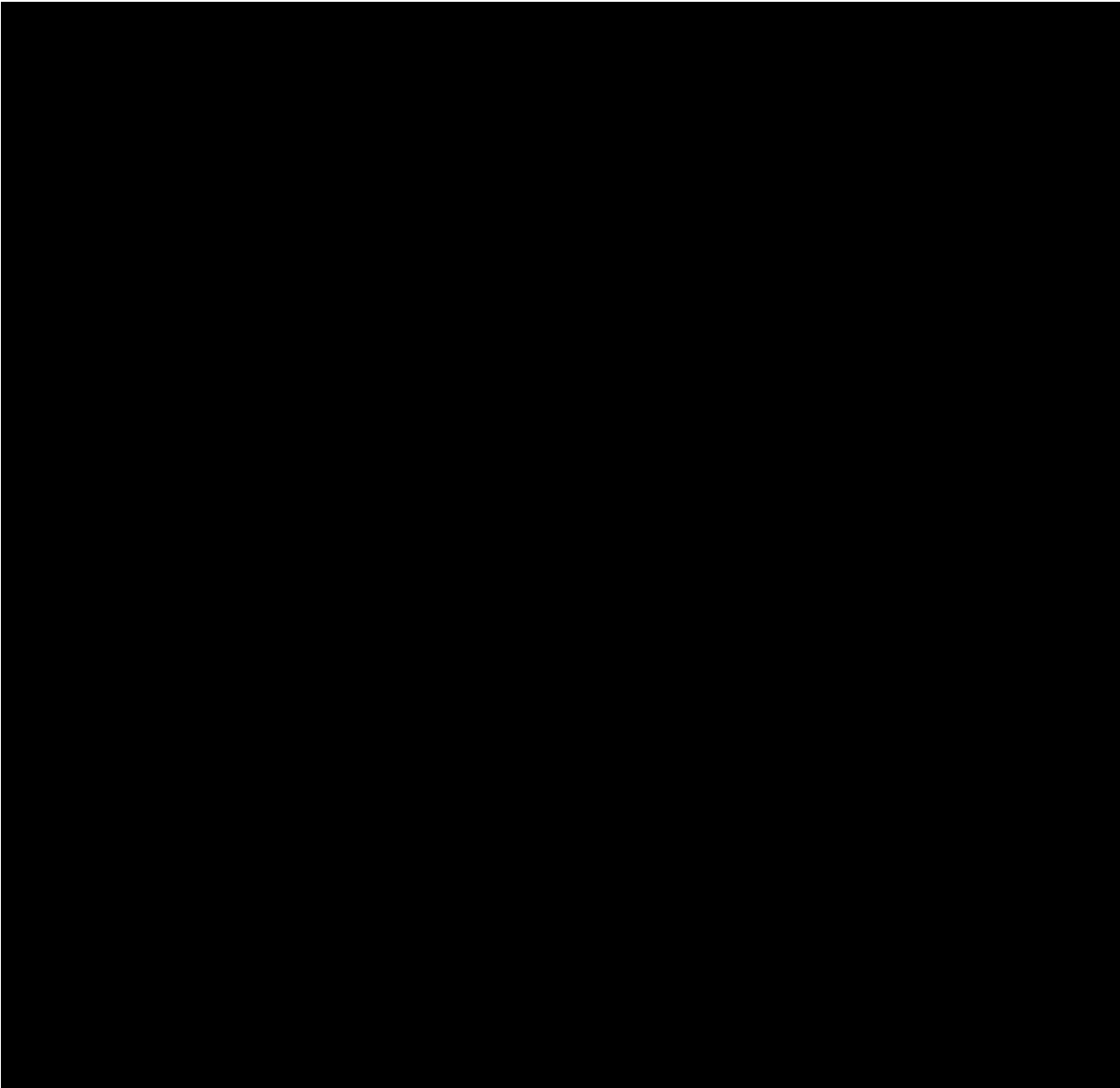




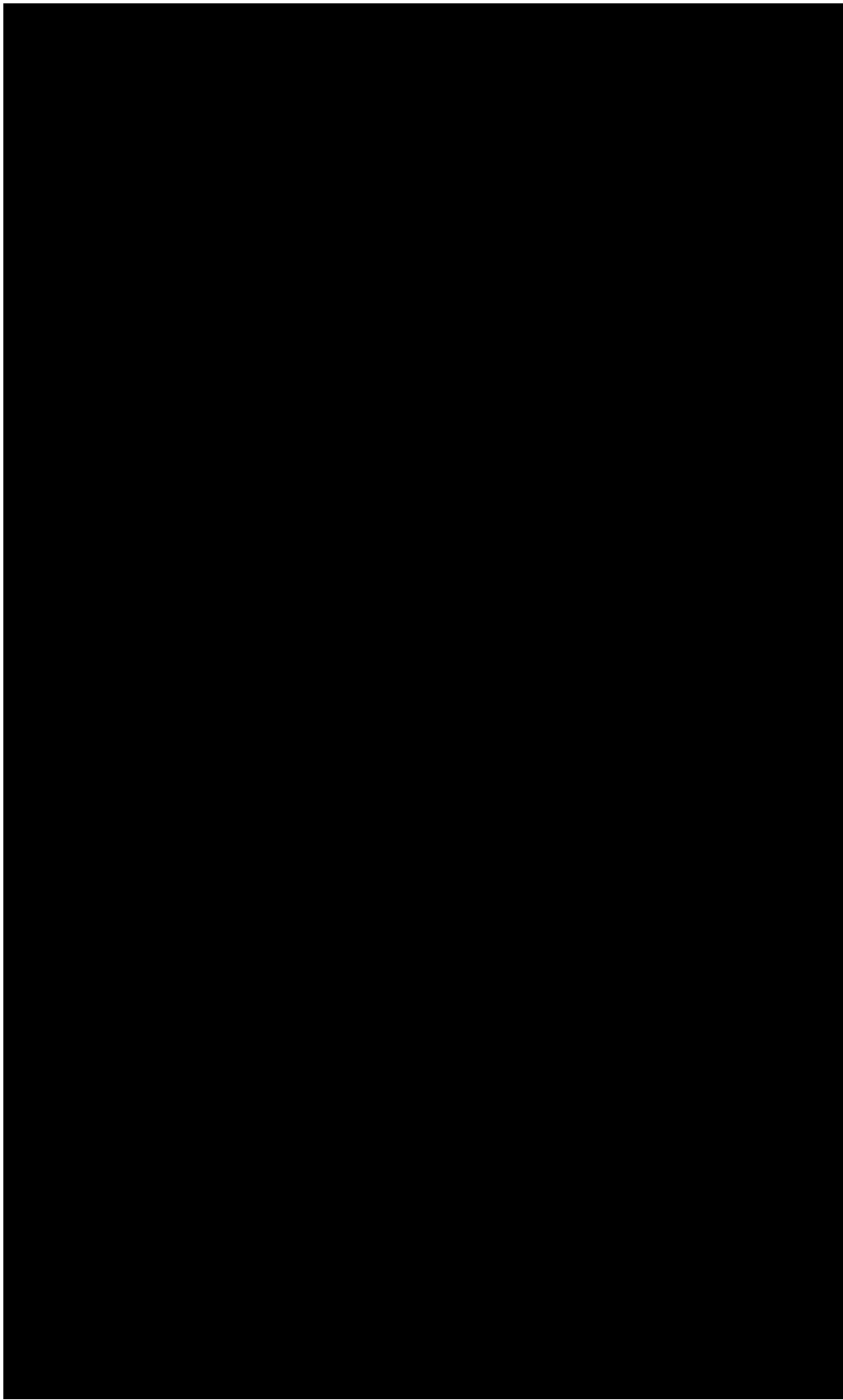
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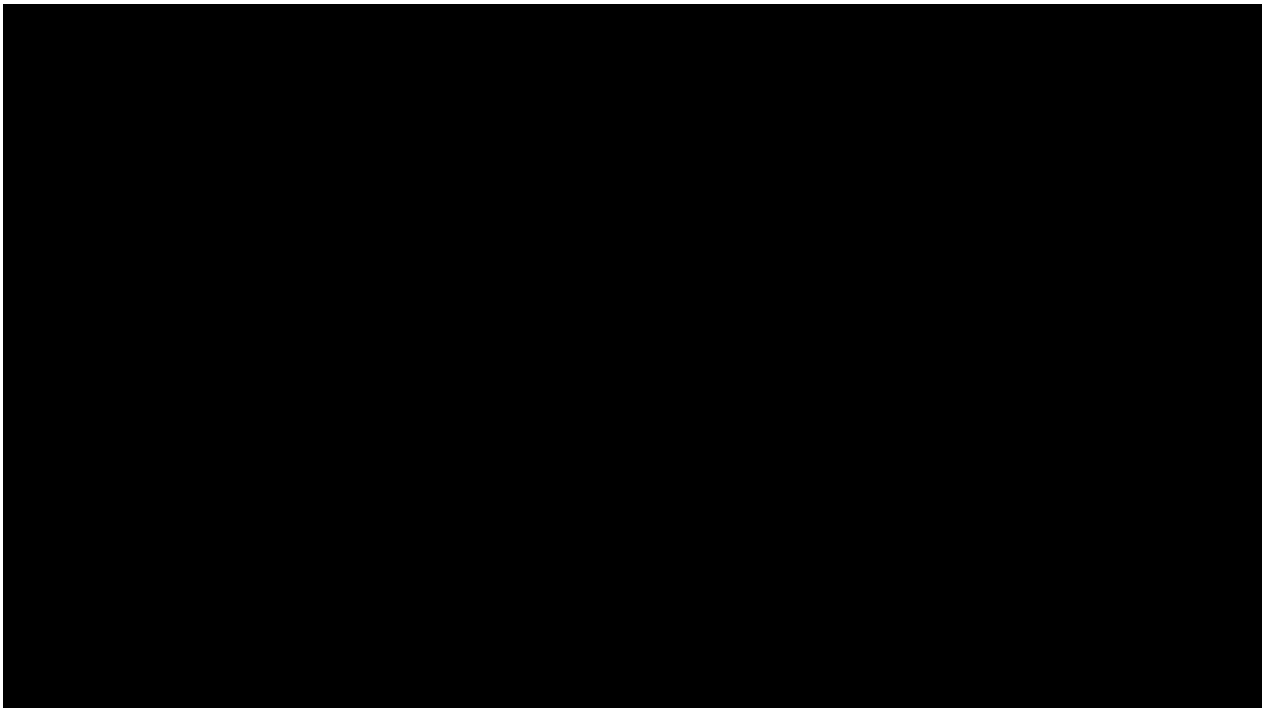


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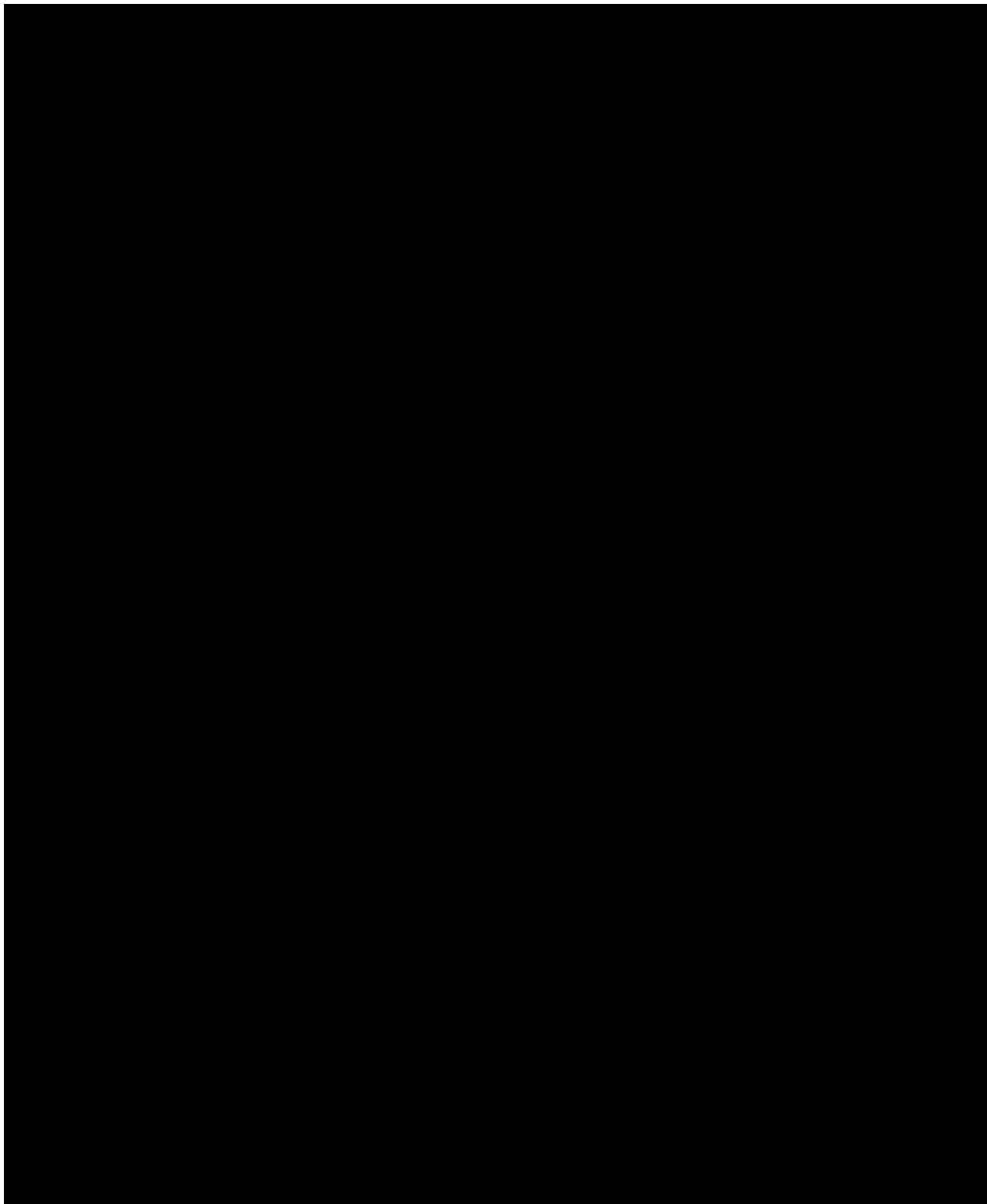


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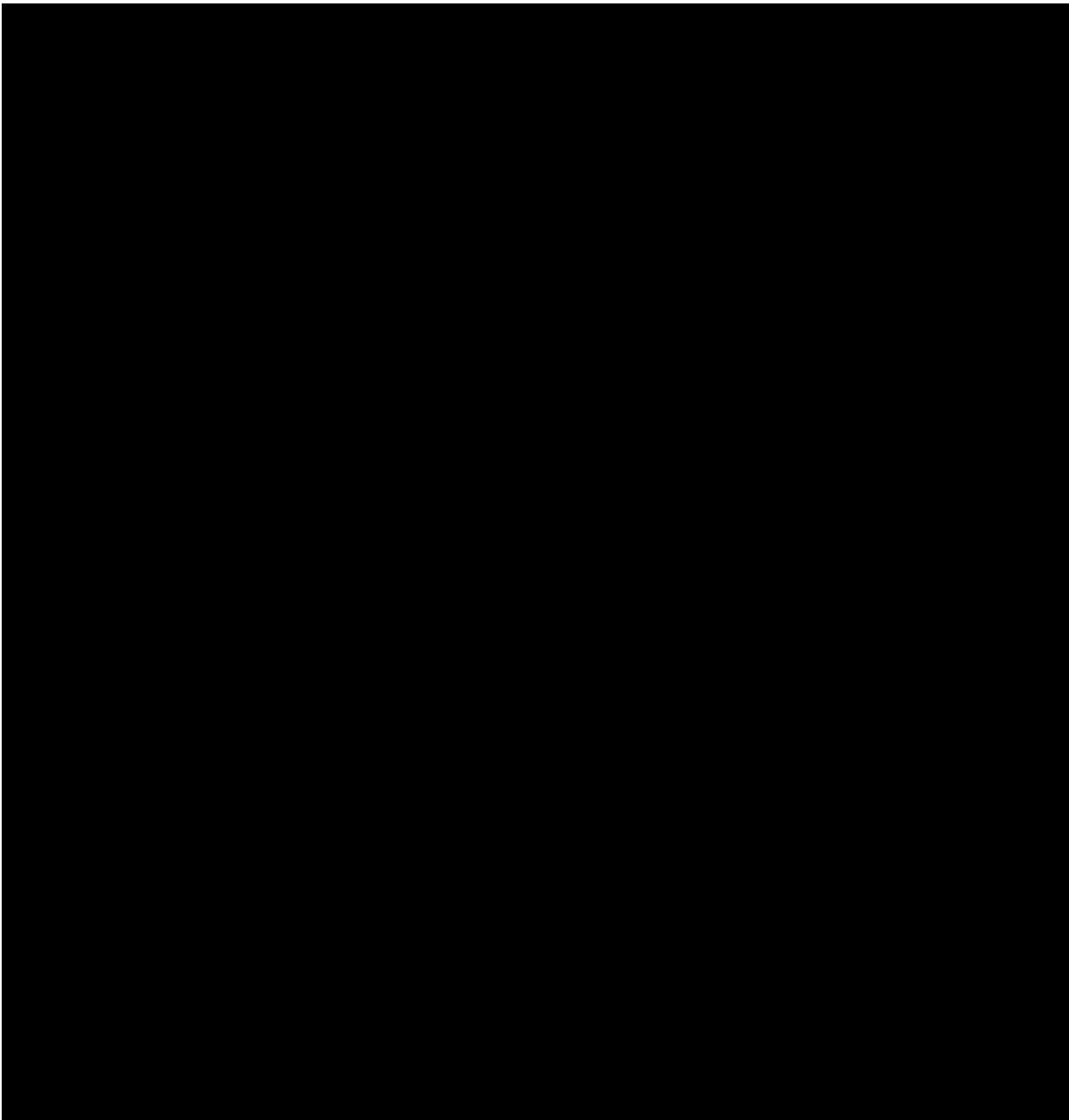




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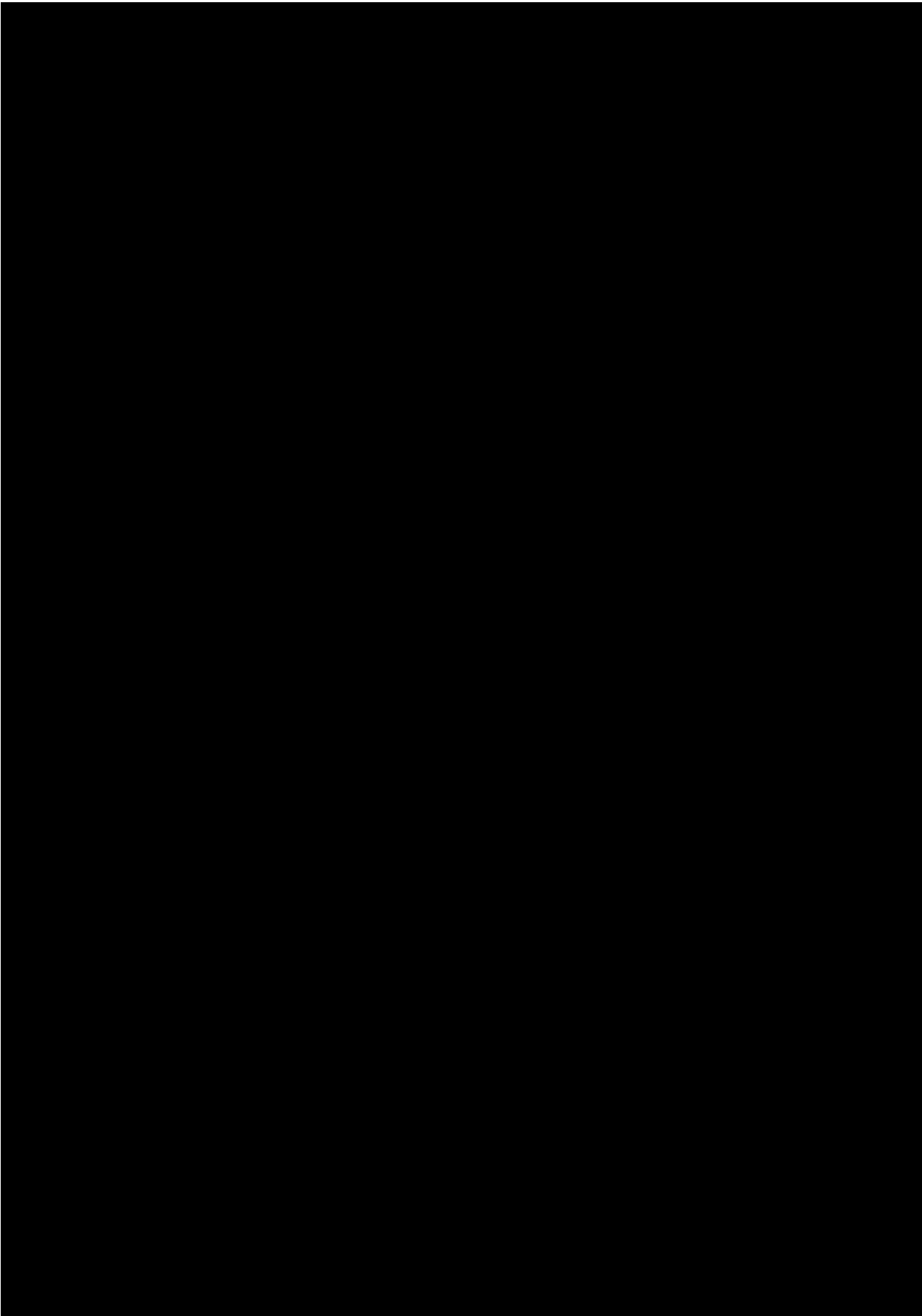


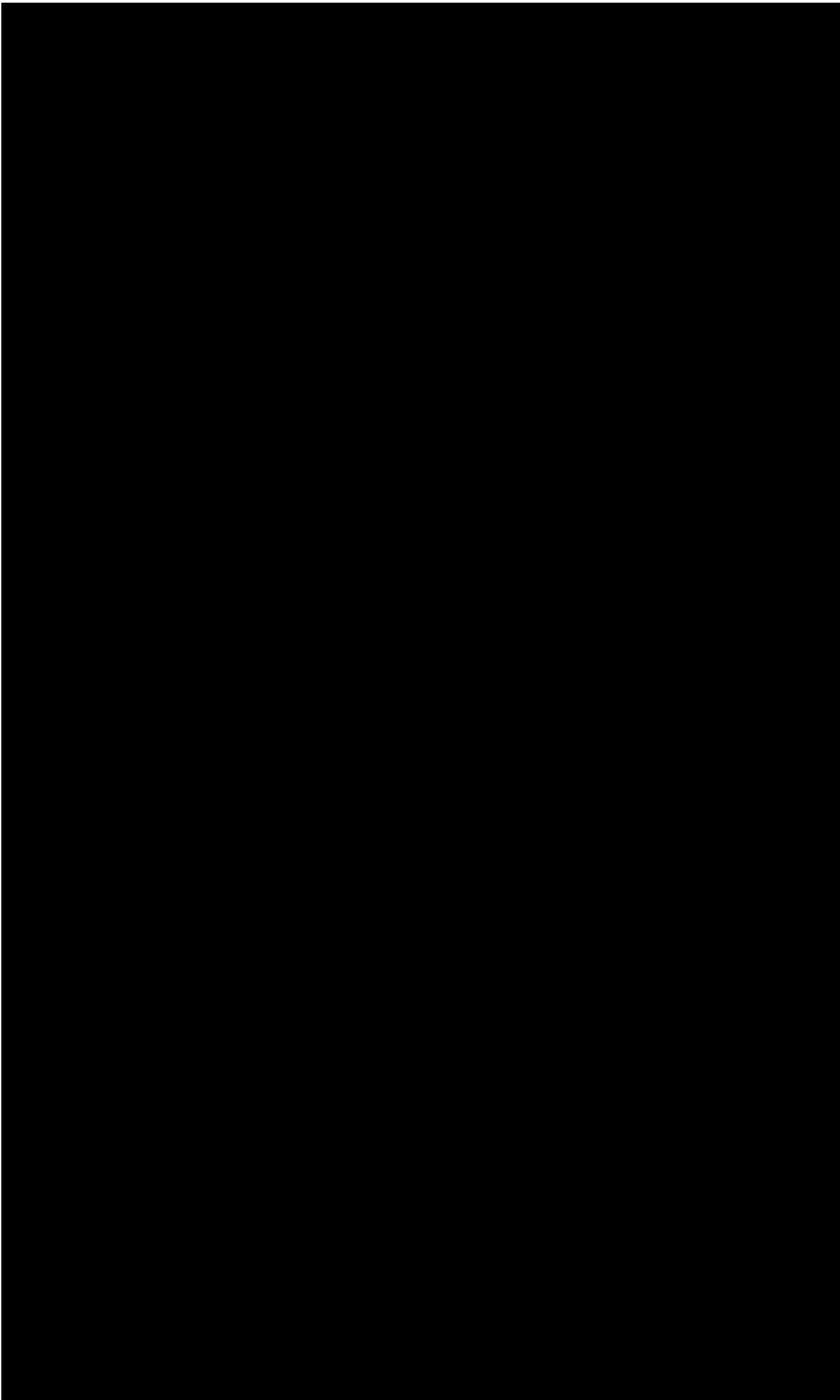
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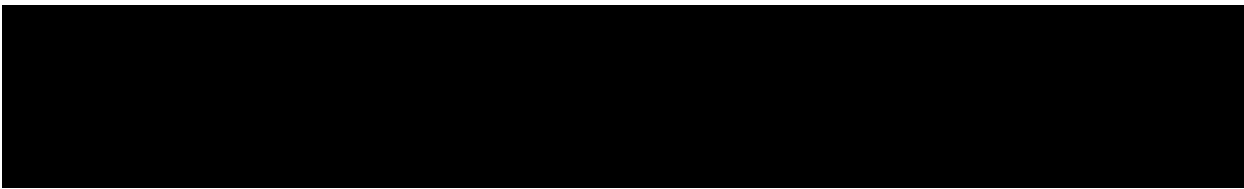


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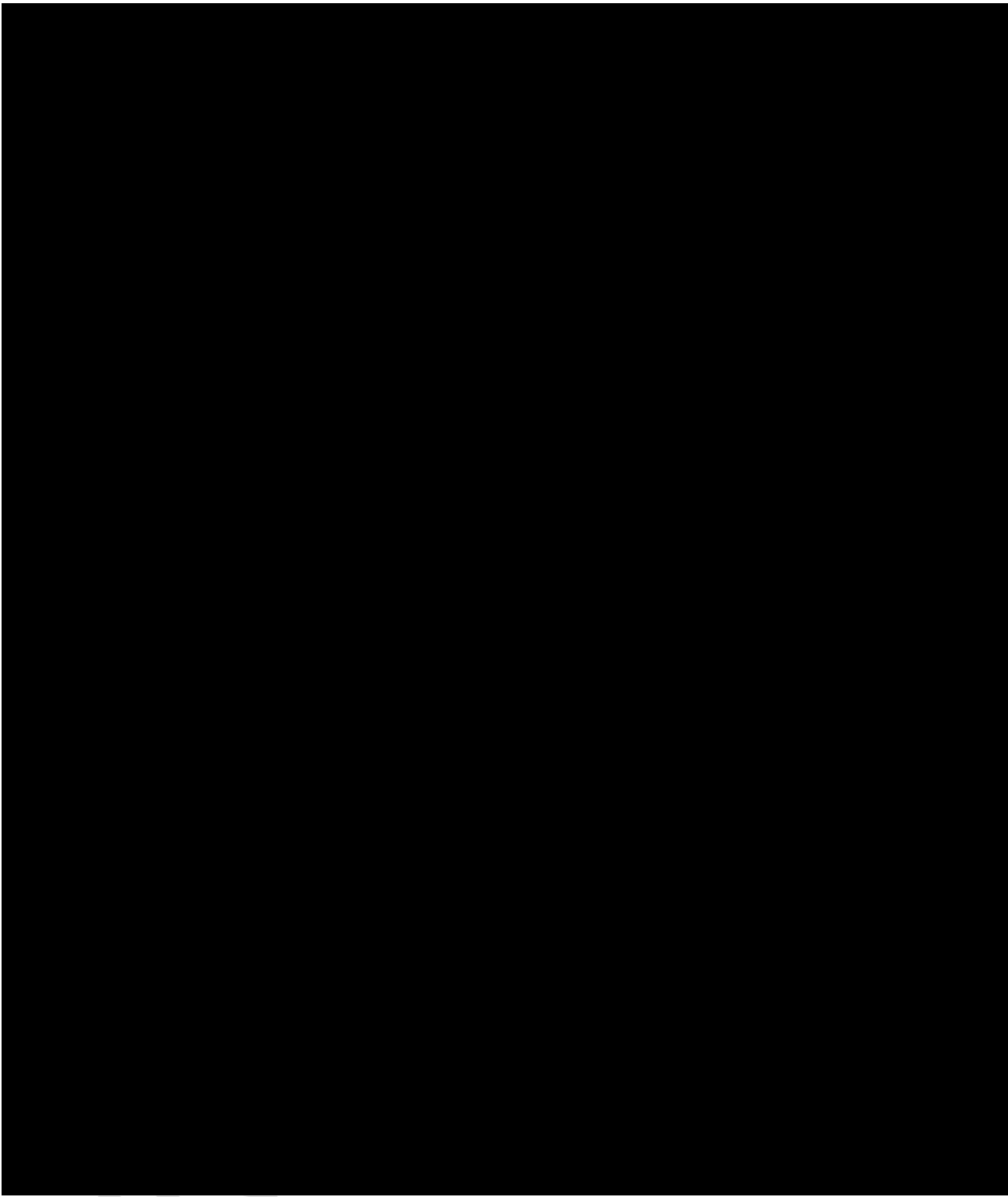








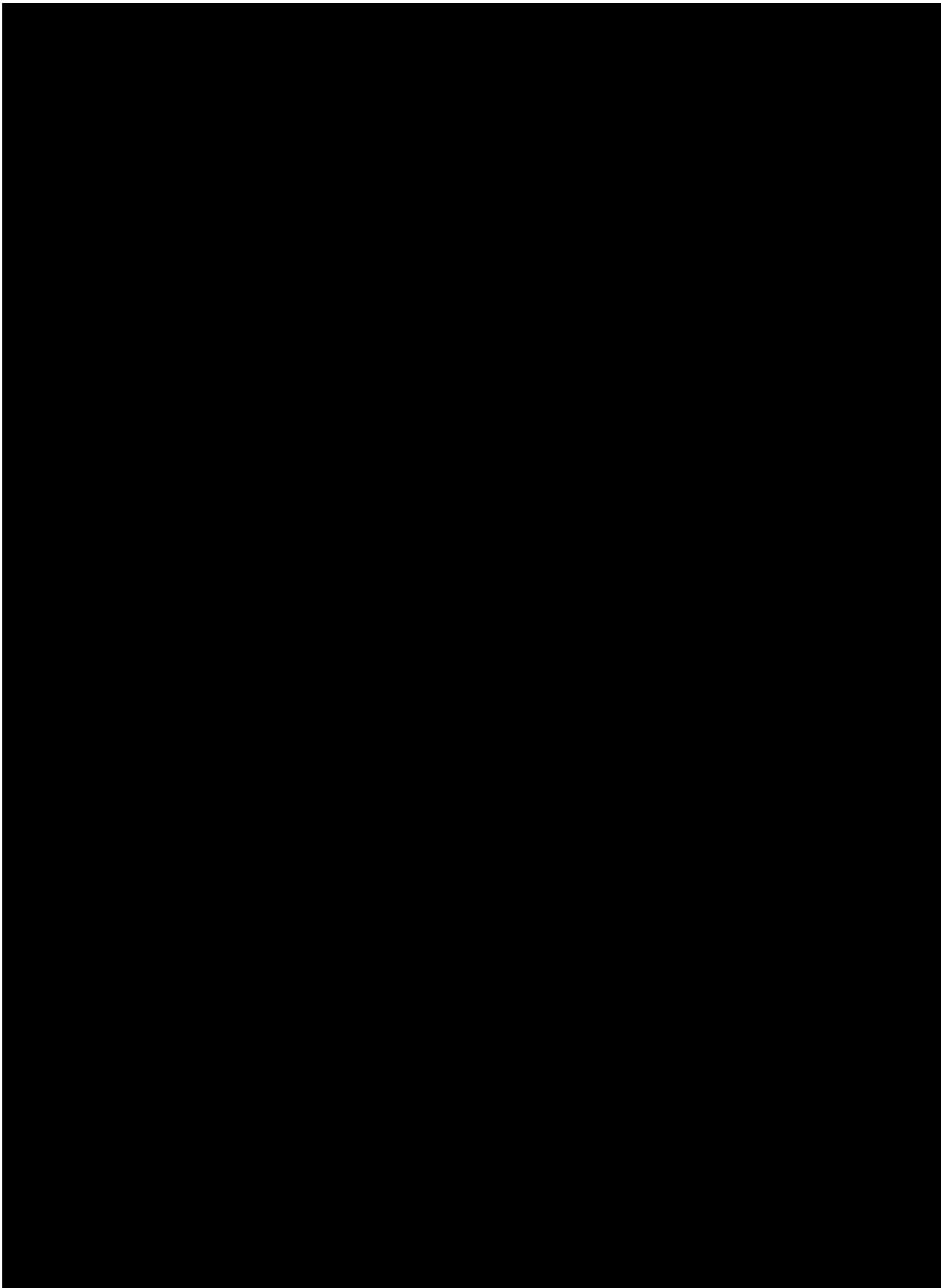
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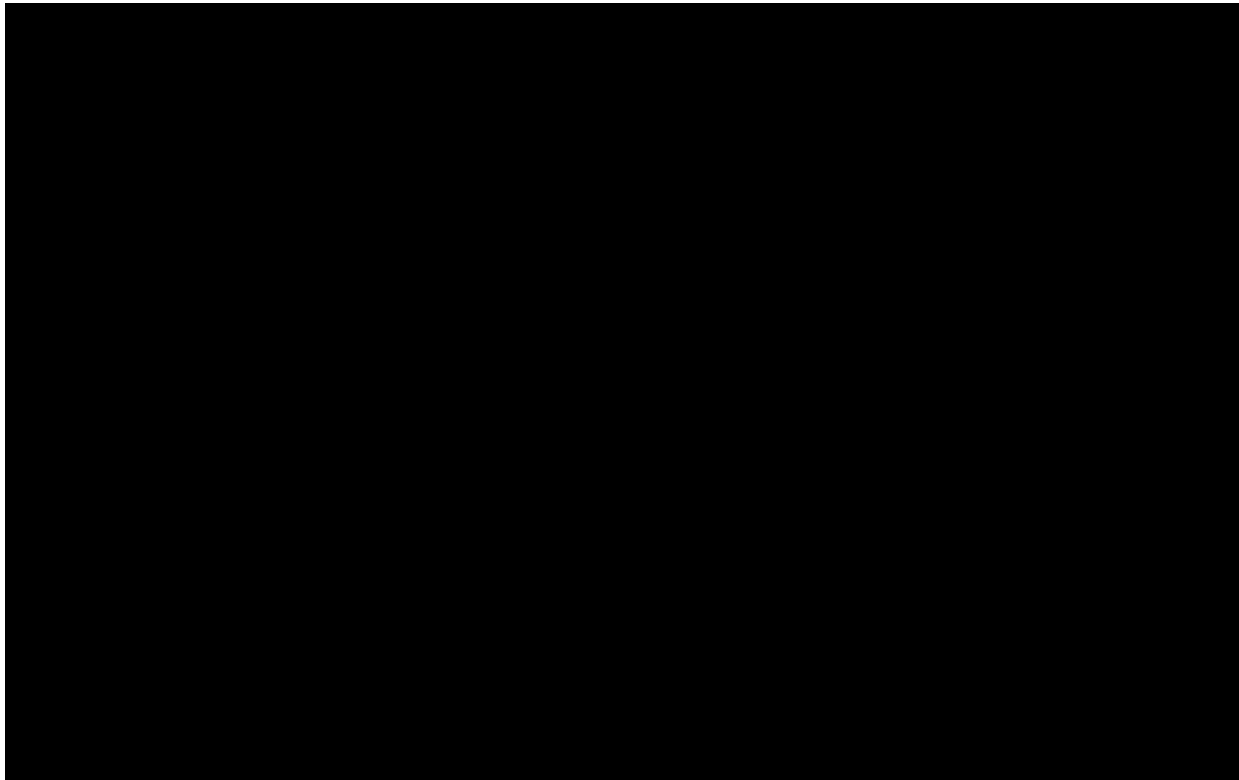


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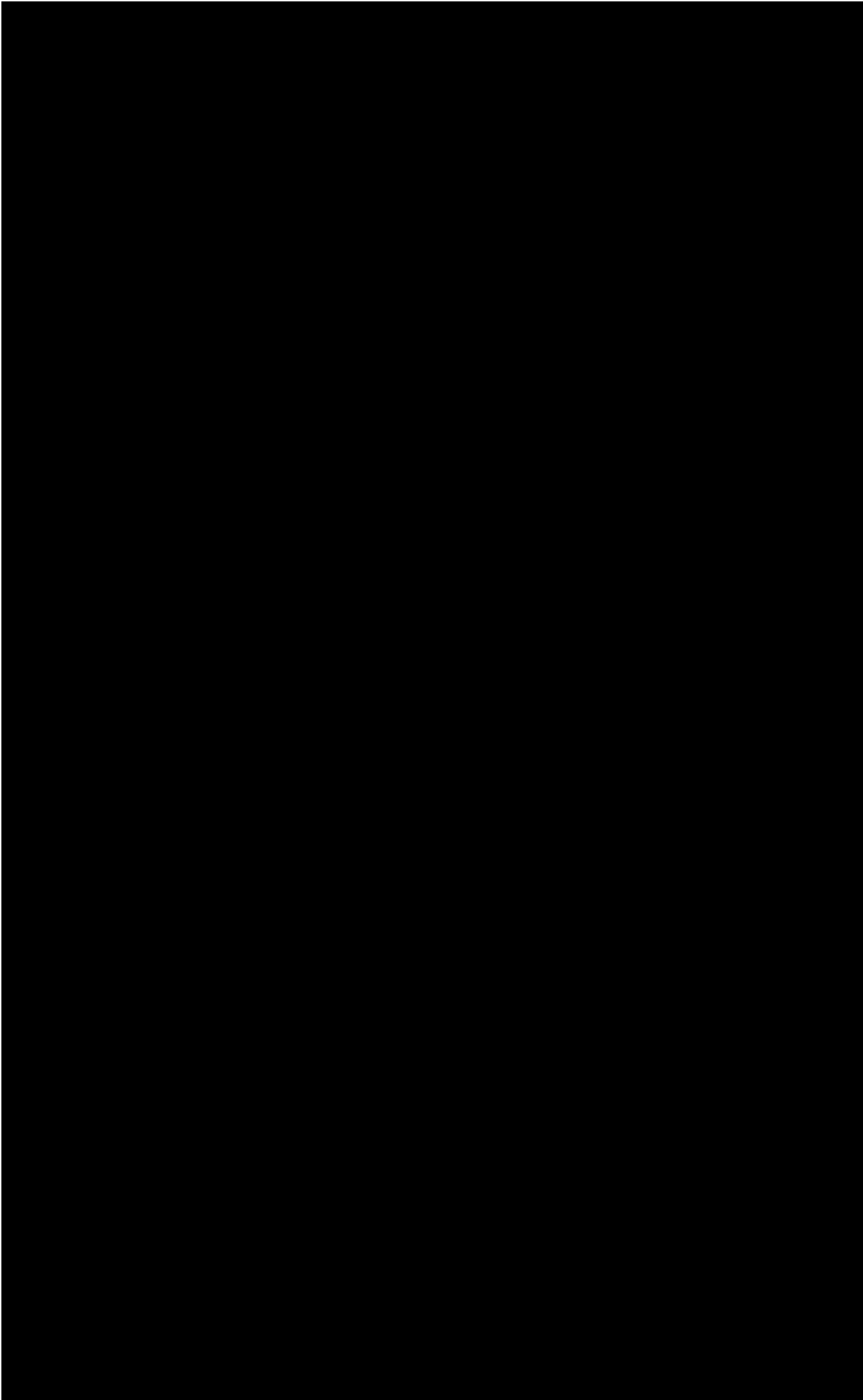


UNDER REVIEW

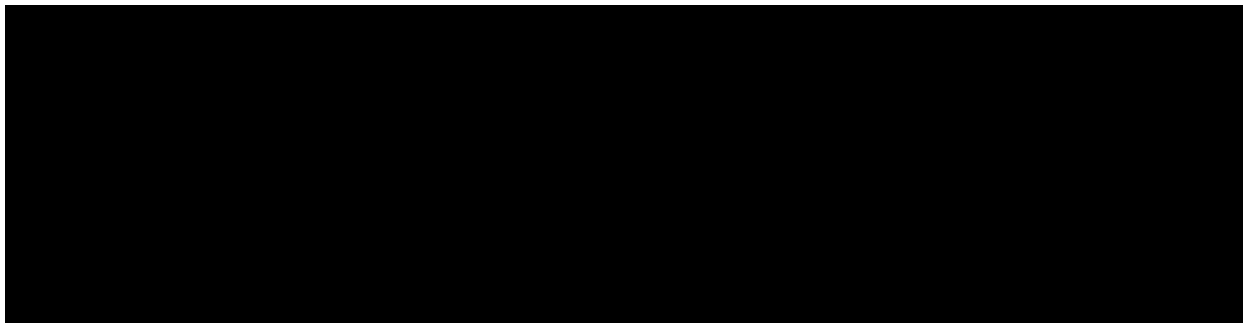




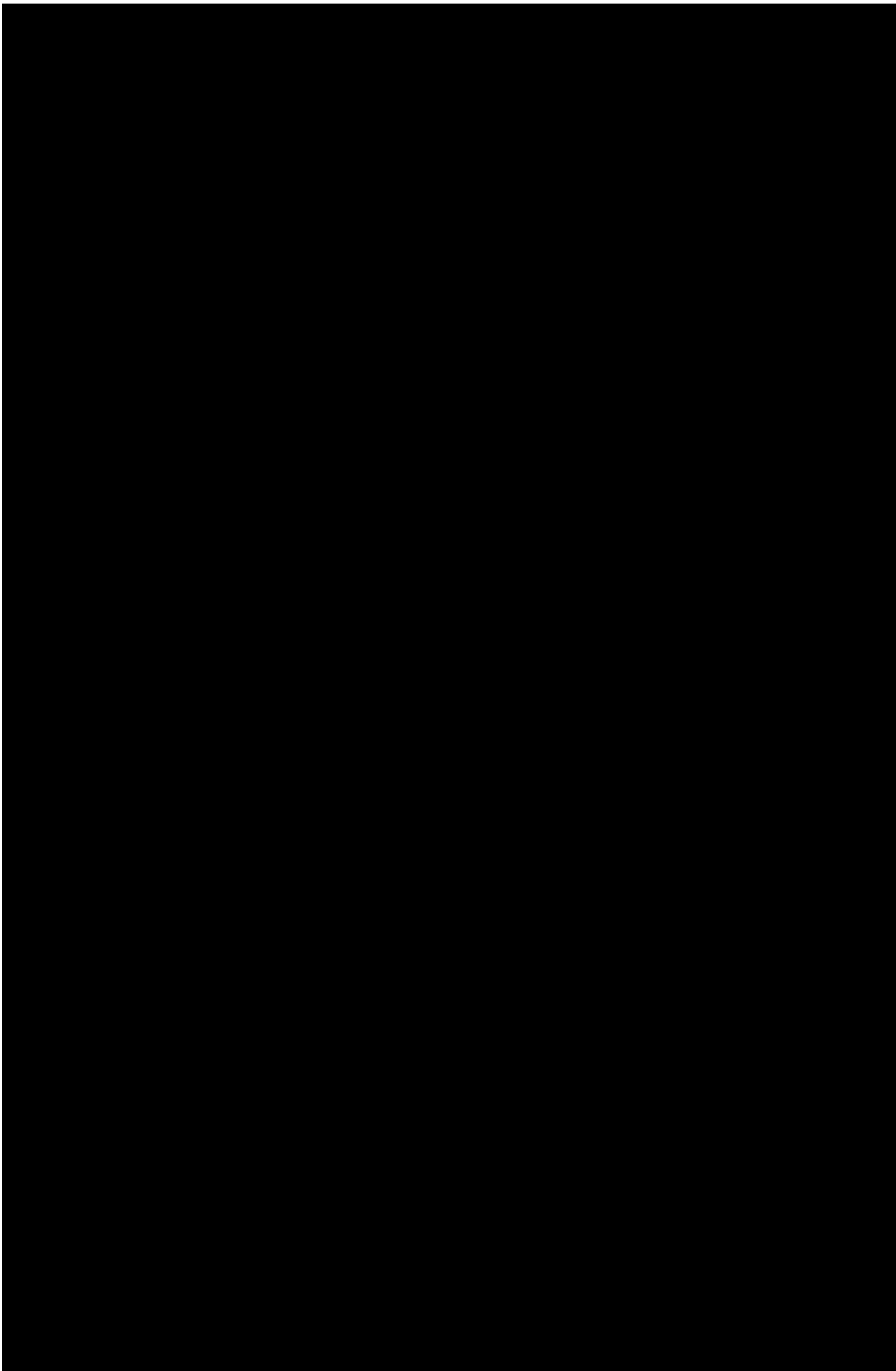
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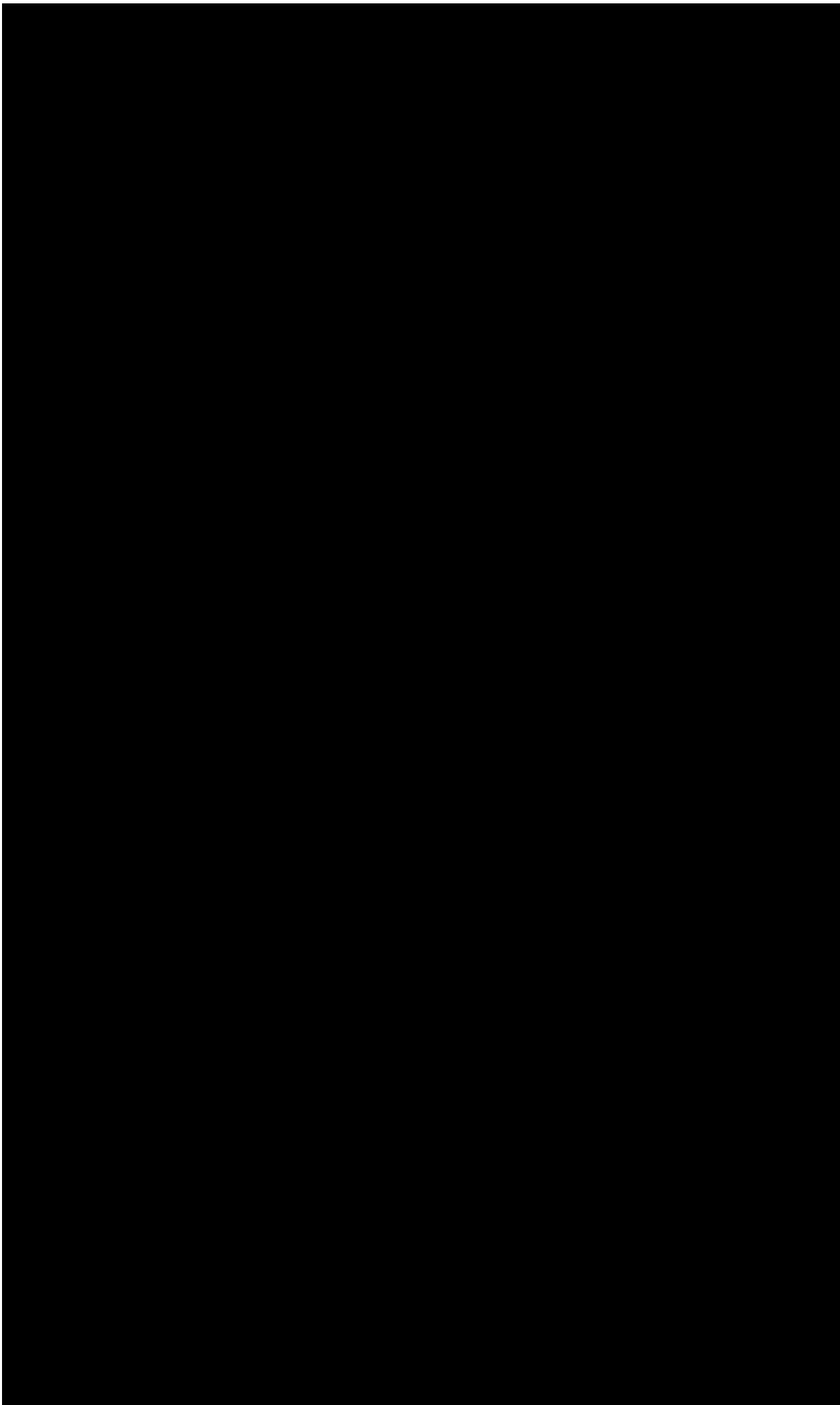


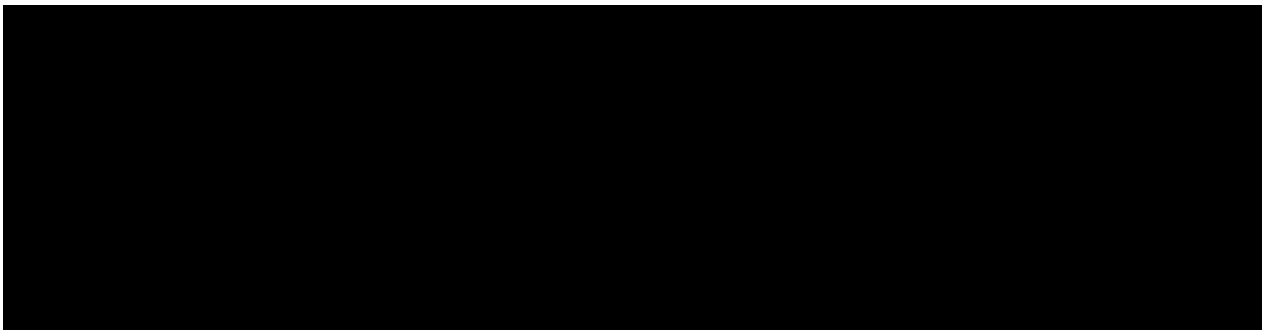




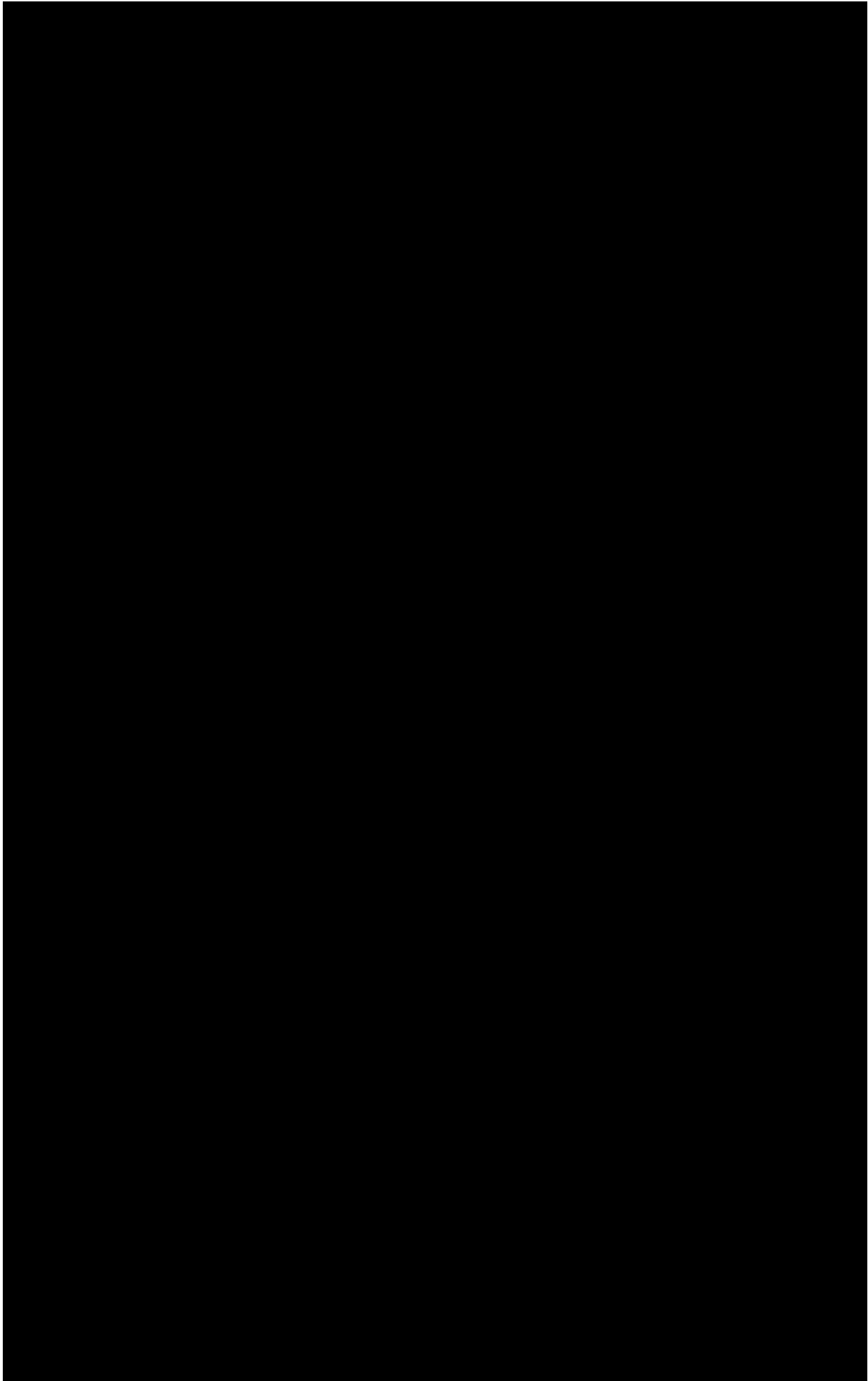
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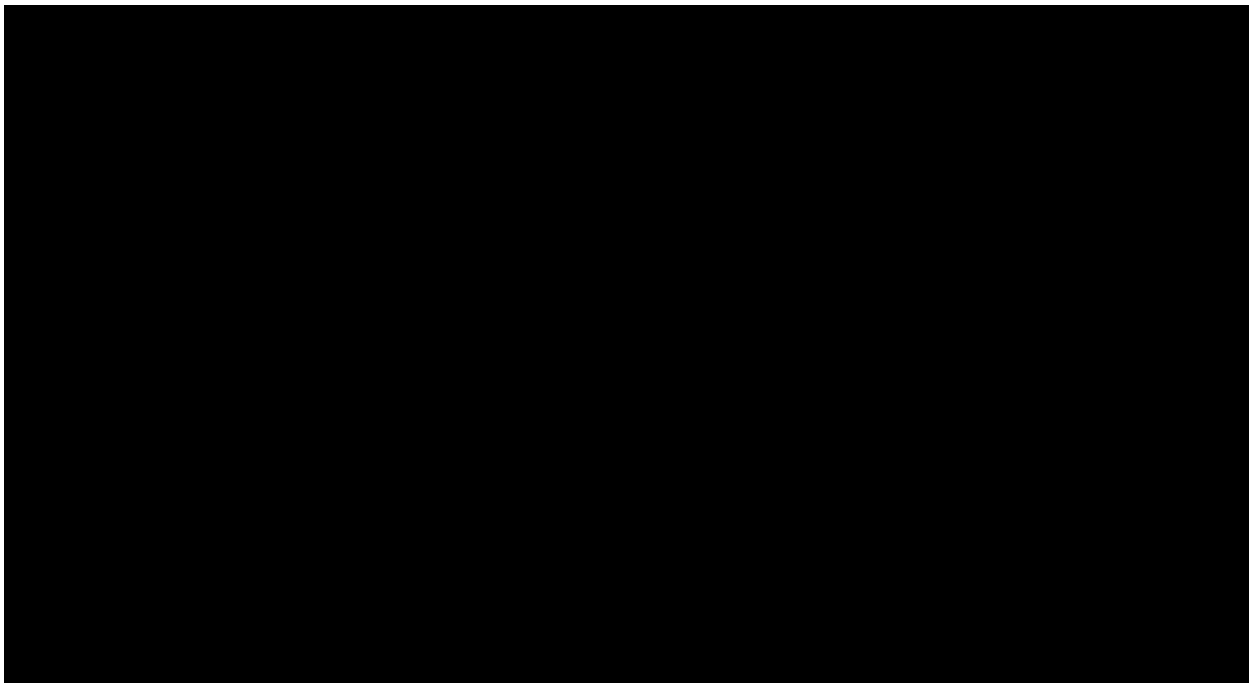




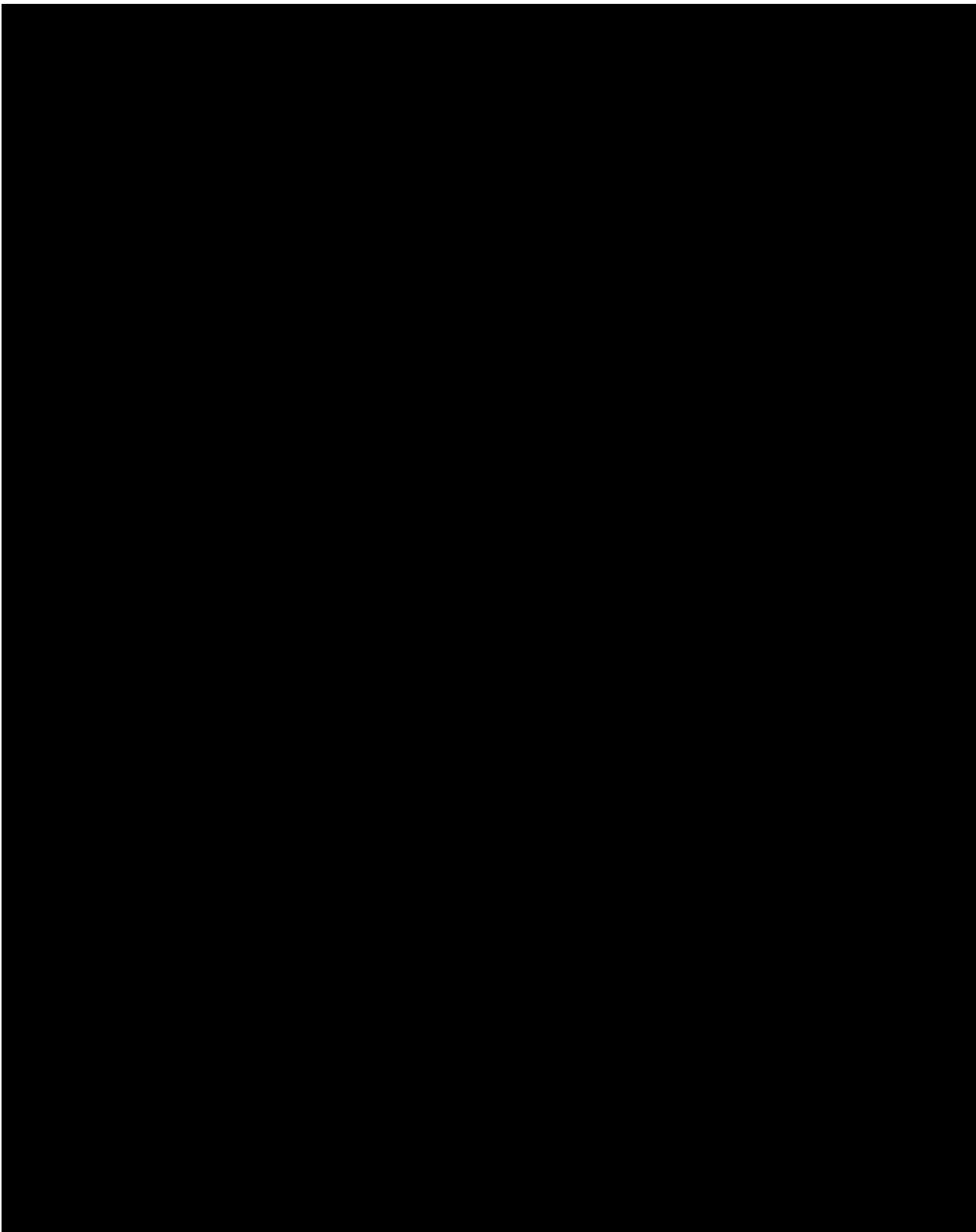


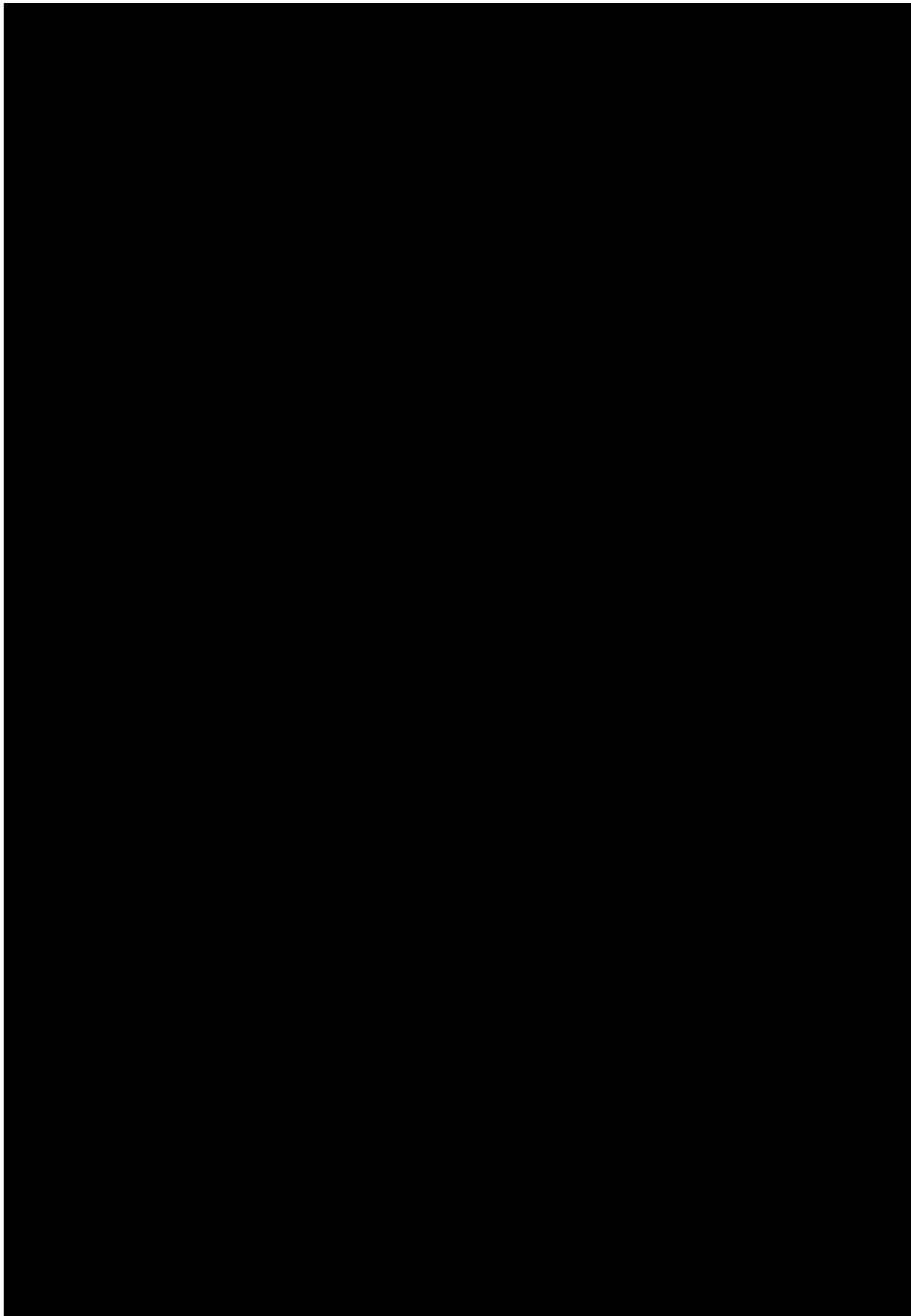
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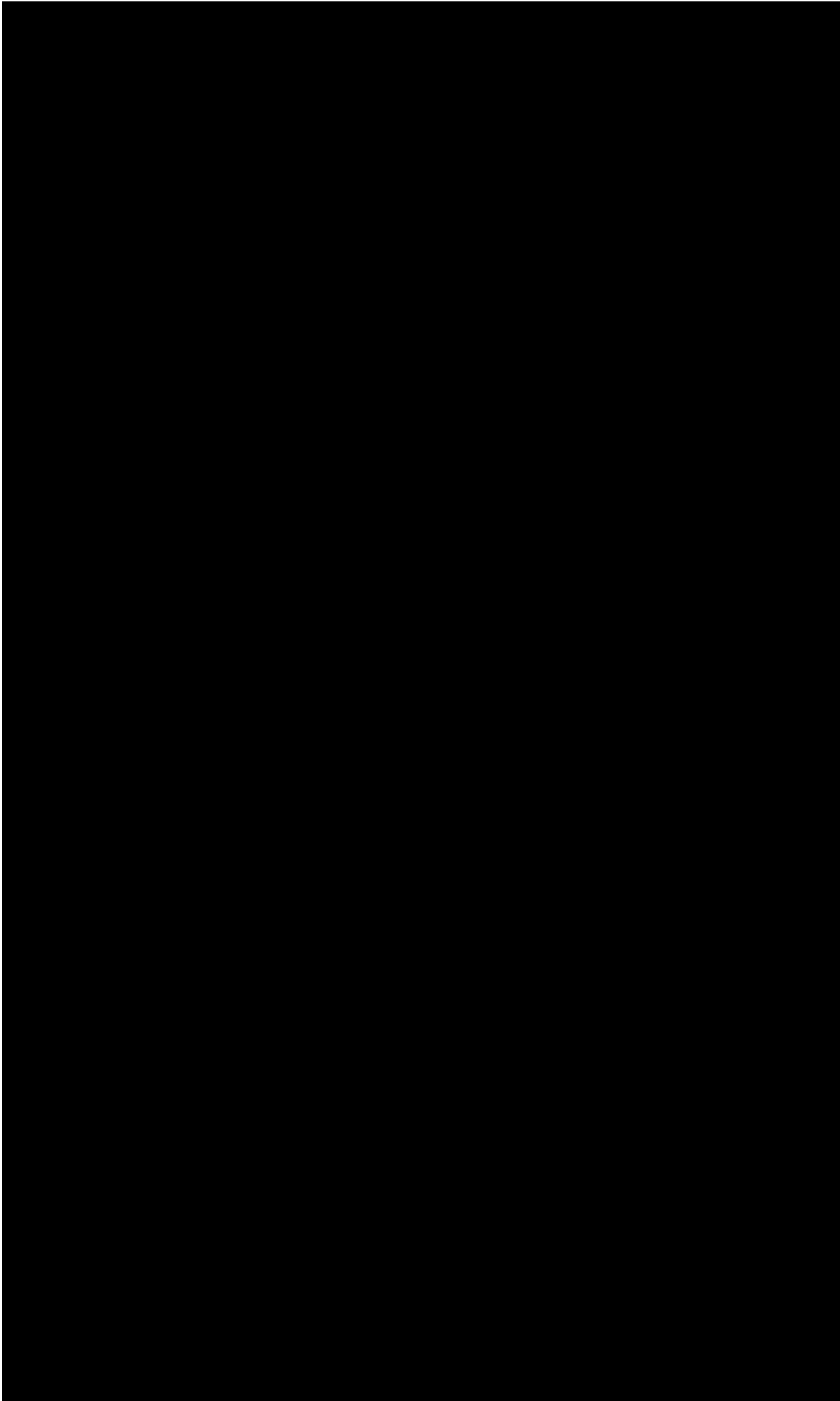


UNDER REVIEW



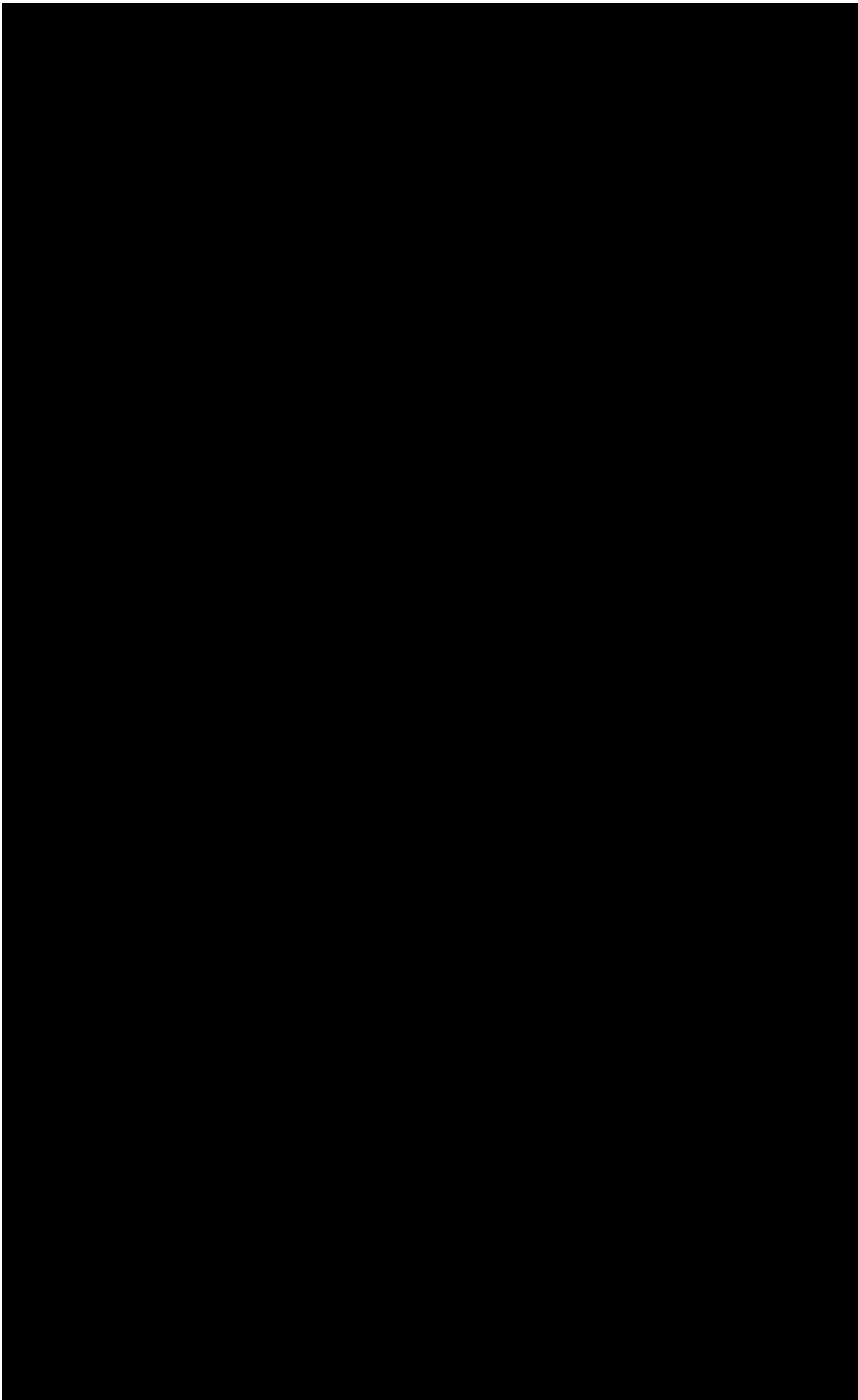


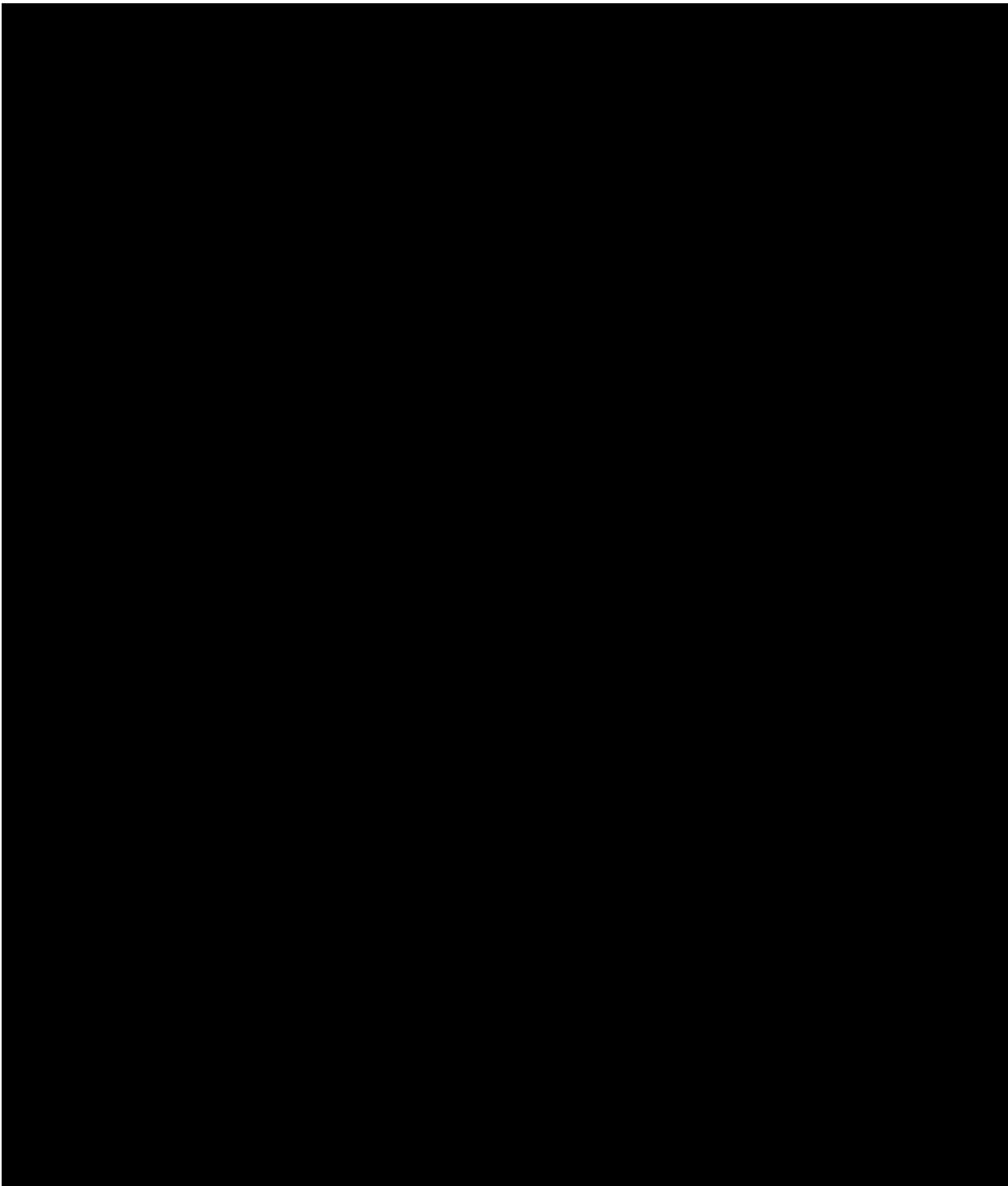




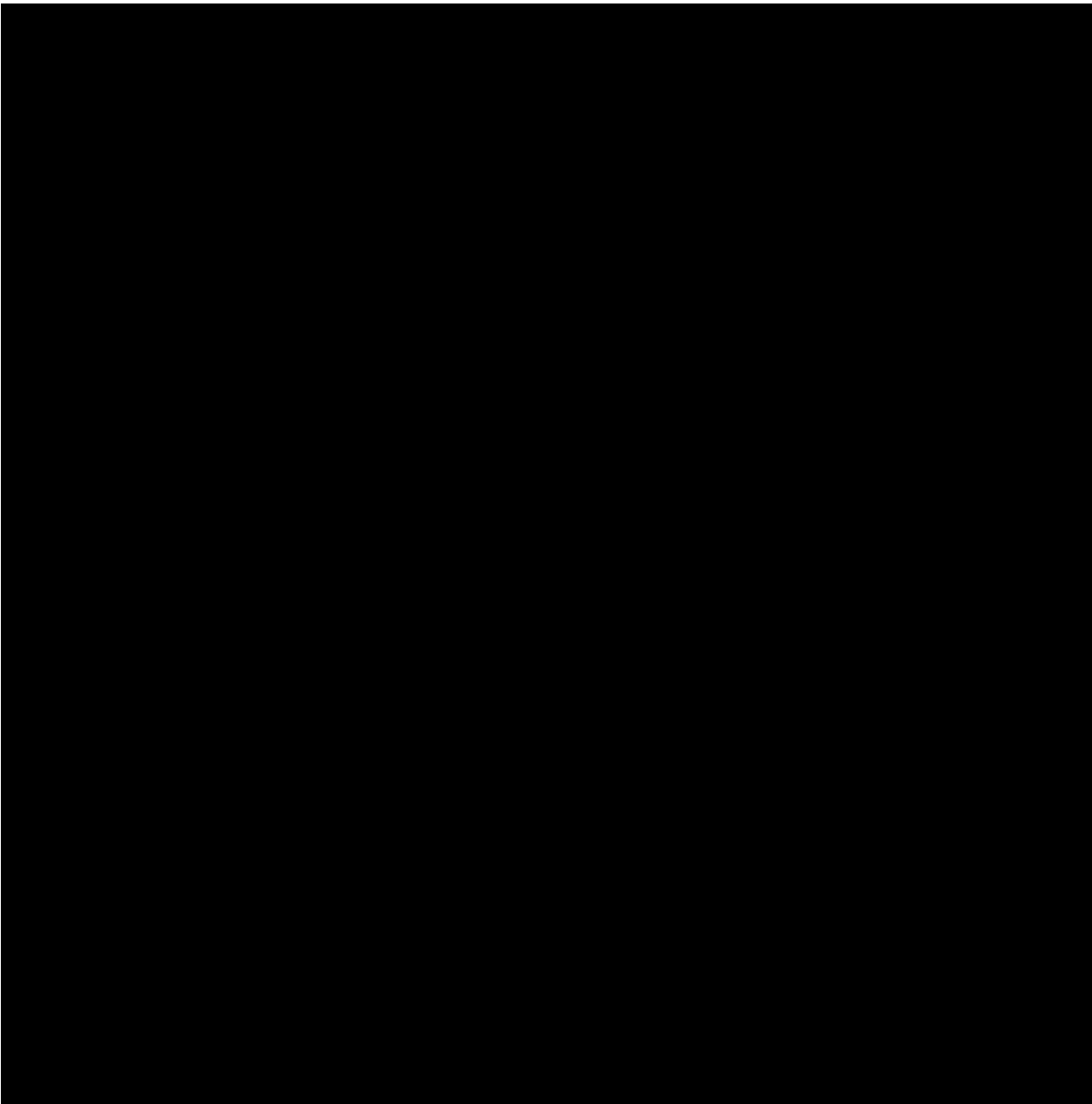


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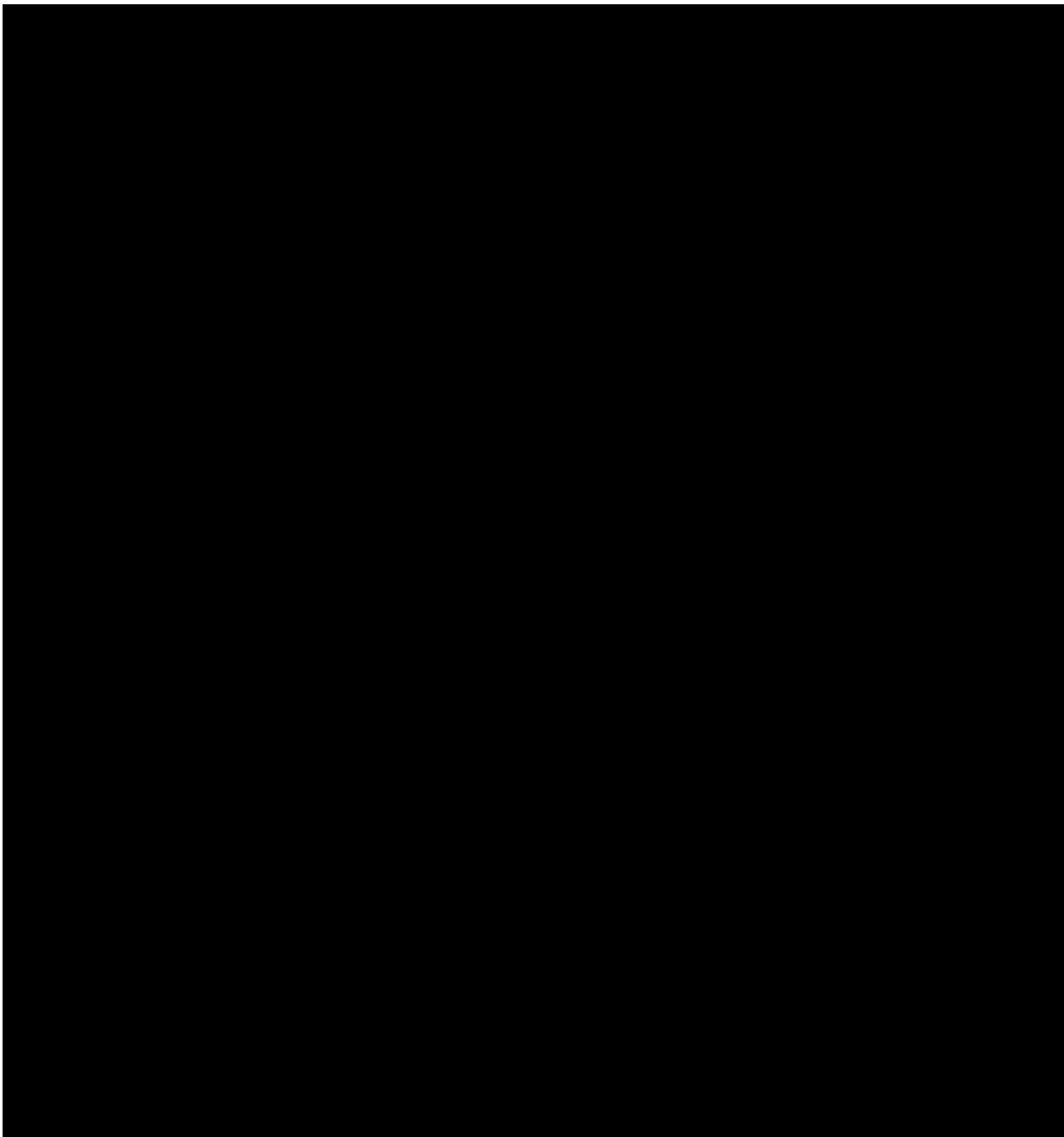




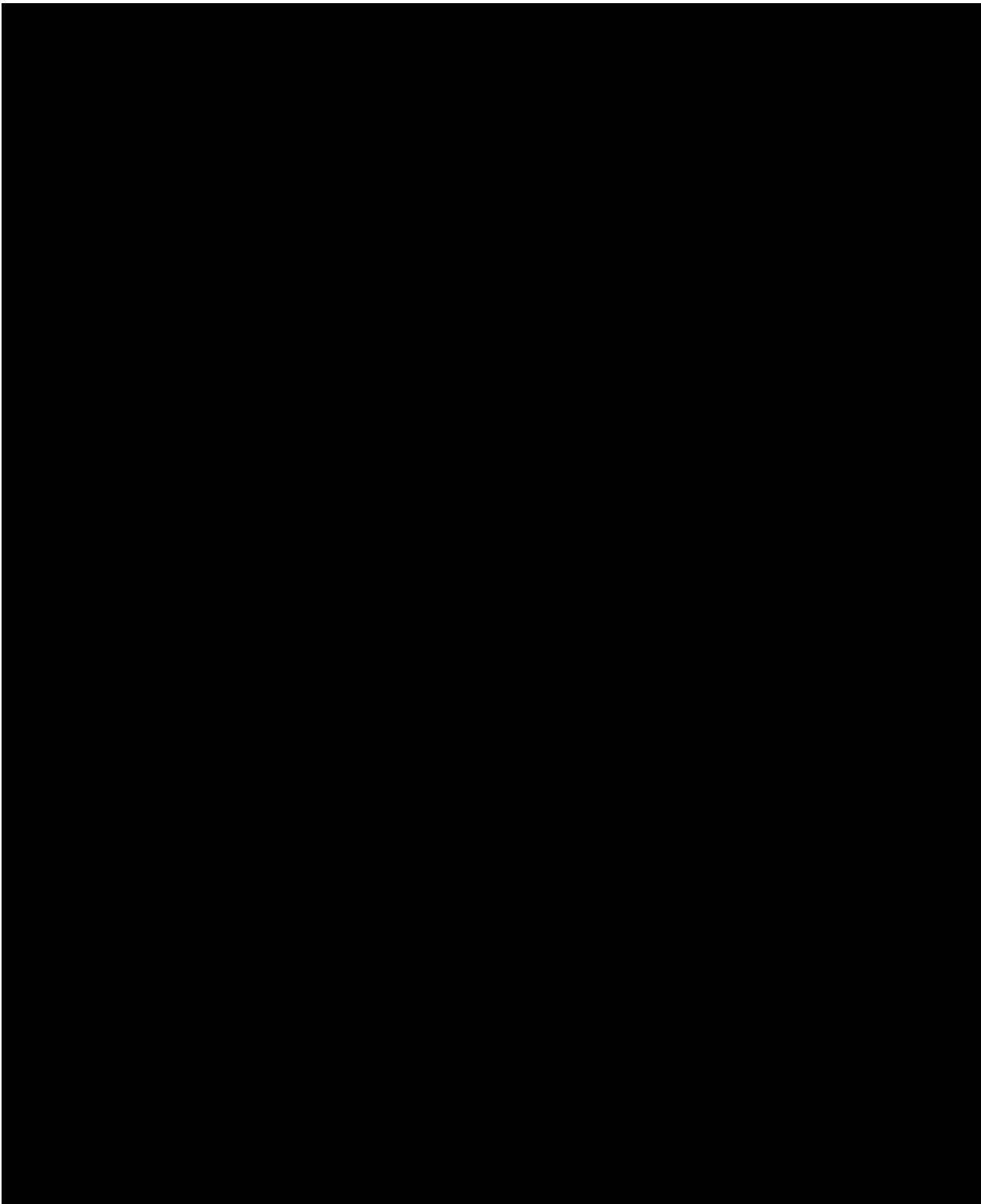
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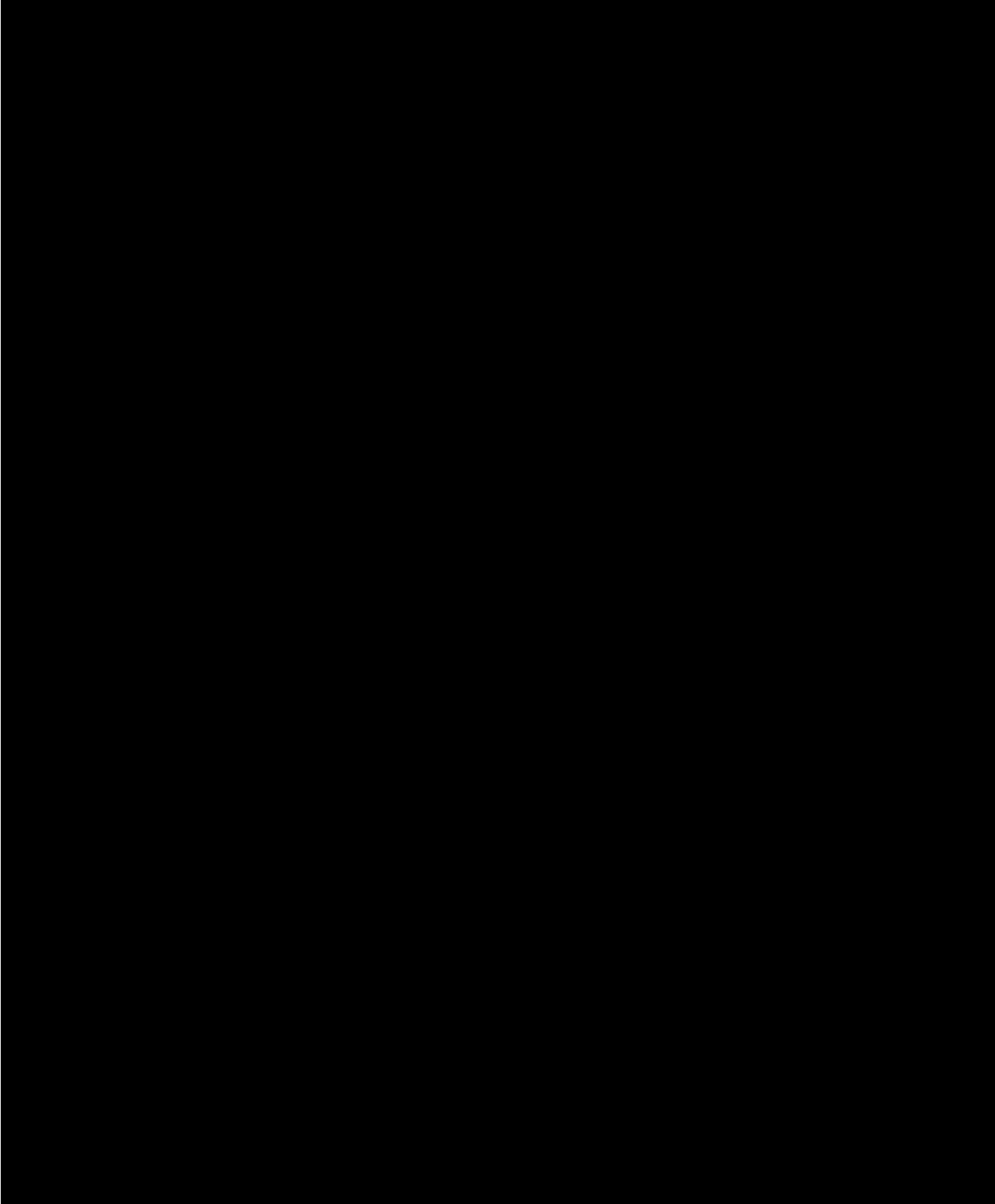
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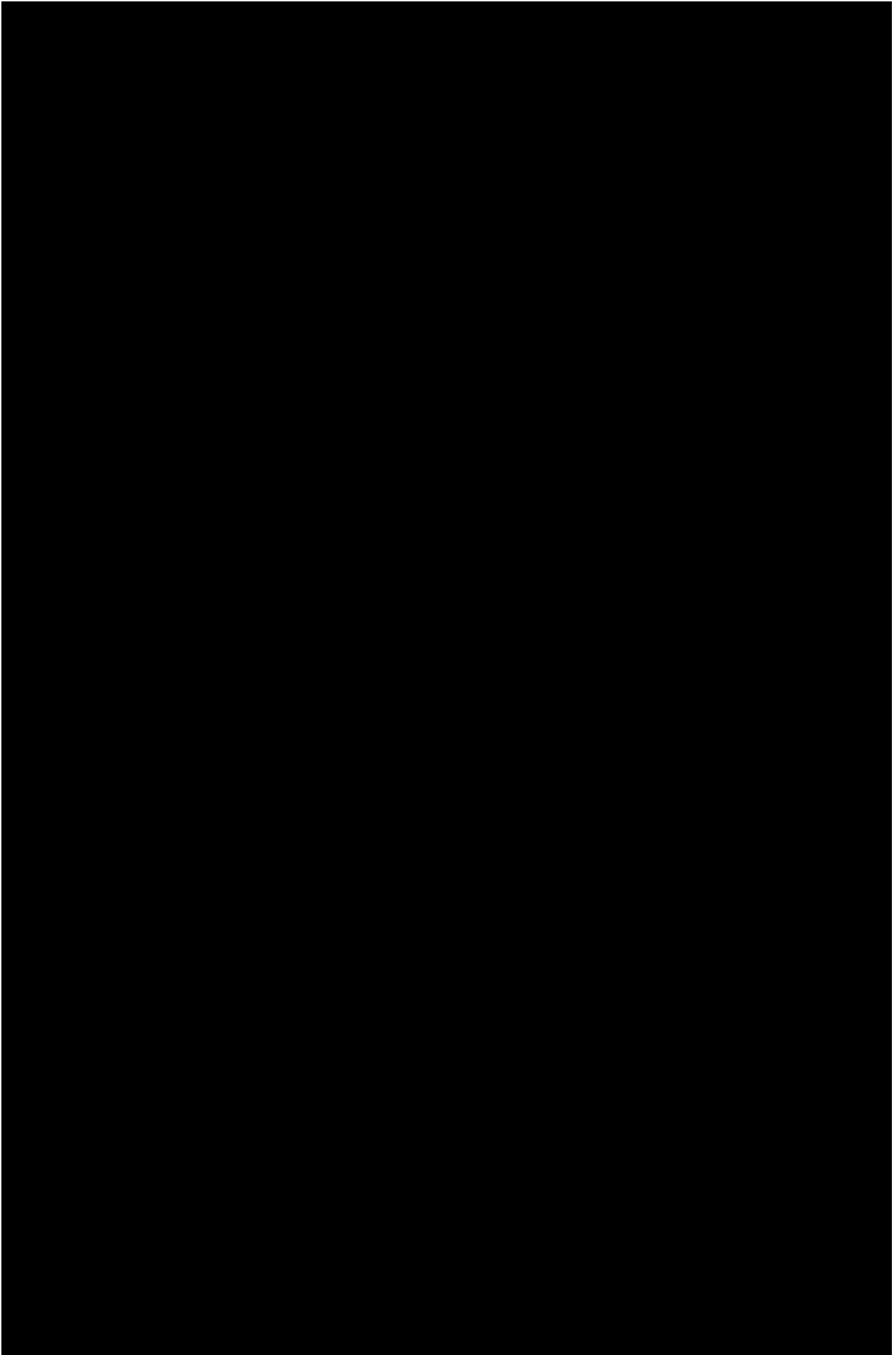


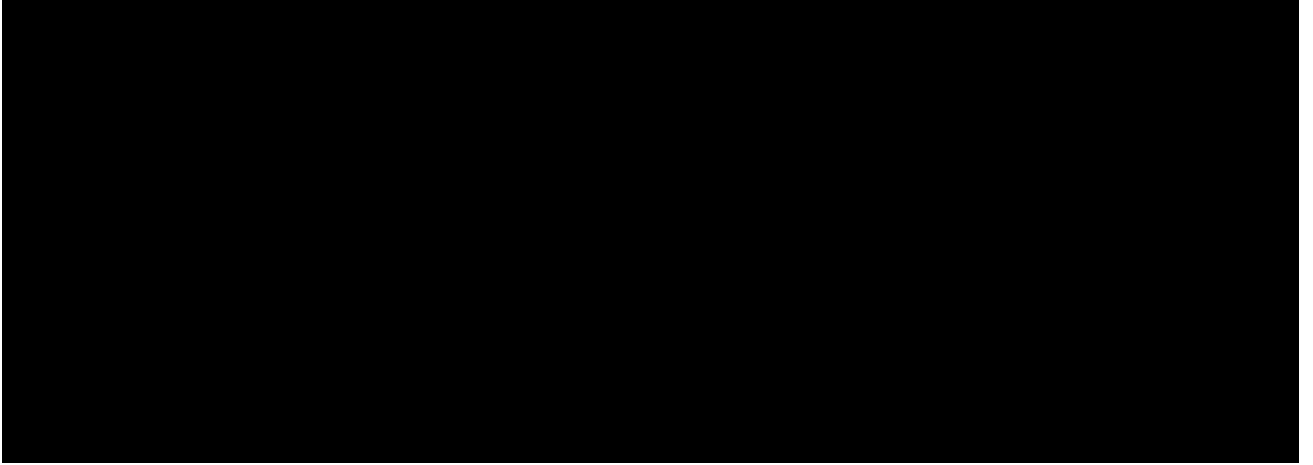
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UNDETERMINED







## 2021 Supply of Zespri ECPI Donor Kiwifruit

### SLA D2

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#### BACKGROUND

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The ECPI process at the Tauranga Wharf results in the necessity for ZGL to source replacement Kiwifruit (Donor Fruit) where destructive testing has taken place or out of specification Kiwifruit is destroyed. ZGL has agreed with the Contractor to source the Donor Fruit from the Contractors facility due to its close proximity to the Tauranga wharf.

#### 1. TERMS OF AGREEMENT

---

##### 1.1 2021 Supply Agreement

1.1.1 The 2021 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

(a) **Schedule 2.**

##### 1.2 Designated Facility

1.2.1 The designated facility that will supply Donor Fruit under this Contract is:

**[REDACTED]**

##### 1.3 Order Process

1.3.1 ZGL will contact the facility directly to order Donor Fruit, with the information of the volume of the fruit and size required.

1.3.2 The Contractor will ensure that the facility codes all Donor Fruit supplied to Reason code "04 Research/ZIL use" as set out in the EDI Manual.

1.3.3 The Contractor will ensure that the facility emails the Authorisation of Fruit Loss Categories forms on a weekly basis for all Donor Fruit supplied to ZGL EDI Team **[REDACTED]**

##### 1.4 Supply Requirements

1.4.1 The Contractor will only supply Donor Fruit that is in accordance with the following requirements:

(a) Pursuant to **clause A17 of the 2021 Supply Agreement** the supplying Contractor must have supplied to ZGL a declaration signed by the relevant Kiwifruit Titleholder stating that the





## 2021 Gisborne Shipping Trial

### SLA D3

#### BACKGROUND

Zespri and Eastland Port have been in discussion in respect of further development of the longer-term logistics strategy to service the Gisborne growing region. With the anticipated production increasing in Gisborne and the Eastern Bay of Plenty each season, coupled with the desire to develop a risk mitigation solution to the significant reliance on the Port of Tauranga, it has become clear that a secondary port option at Eastland Port would allow significant strategic benefit.

In order to validate this, Zespri propose to trial an increased number of Charter vessels into Eastland Port for the 2021 shipping season, and is seeking an Expression of Interest to participate in this trial.

This SLA sets out the terms and conditions for supplying Kiwifruit under this logistics trial.

#### 1. TERMS OF AGREEMENT

##### 1.1 2021 Supply Agreement and Supply Specifications

1.1.1 The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

##### 1.2 Trial Volume, Specifications and Timeframe

1.2.1 The volume for this trial will be a maximum of [REDACTED] of Zespri© SunGold Kiwifruit and/or Zespri© Hayward Kiwifruit. Utilising a chartered reefer vessel, product will be shipped from Gisborne Port to China and/or Japan markets. Upon receiving expressions of interest, Zespri will be able to determine the timing and volume required from each Contractor who participates.

1.2.2 In the event of expressions of interest received which exceed the volume of trays required, the volume allocated to each Contractor will be prorated in proportion to April Estimate Share.

1.2.3 Product specification is in accordance with the normal requirements to service these markets to include size profile, pack type, Zespri® Taste band and market access.

[REDACTED]

[REDACTED]

1.3.3 Section J, Clause J1 (b), J1(d), J2, J3, and J5 – J9 will not apply to Product under this SLA.

## 2. PAYMENT TERMS

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### 2.0 2021 Supply Agreement

2.0.1 All provisions of the **2021 Supply Agreement** apply to this SLA.

2.0.2 For the avoidance of doubt, the Contractor will be required to pay all transport and logistics costs as required under the **2021 Supply Agreement**. **Section J1(b)** and **J5 – J9** will not apply to Product under this SLA.

2.0.3 For the avoidance of doubt, **Schedule 11** will apply in full as per the **2021 Supply Agreement**.



2021 [REDACTED]  
[REDACTED]

SLA D4

## BACKGROUND

[REDACTED]  
[REDACTED] and also be part of the solution to reduce overall plastic use in the industry via a [REDACTED]  
[REDACTED]

## COMMENCEMENT DATE

The trial will commence in week 16 (GA) and week 22 (HW). [REDACTED]  
[REDACTED]  
[REDACTED]

## 1. TERMS OF AGREEMENT

### 1.1 2021 Supply Agreement and Supply Specifications

The **2021 Supply Agreement** terms and conditions apply to this Agreement.

### 1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1.2.2 Packing to commence in week 14 or 15:

[REDACTED]

1.2.3 All trial volume must have market access in accordance with the programme specifications:

[REDACTED]



**1.3**     Packing Specifications

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.4**     EDI Requirement

1.4.1    All Kiwifruit supplied must have [Redacted] applied to all pallets.

**1.5**     Data Collection

1.5.1    By participating in this trial the Packhouse gives consent for any resulting data and information to be shared with the industry.

**1.6**     Fruit Loss

1.6.1    As per 2021 Supply Agreement.





2021 [REDACTED]  
[REDACTED]  
SLA D5

**BACKGROUND**

[REDACTED]  
[REDACTED] for the 2021 season. [REDACTED]  
[REDACTED]

This trial is an effort to increase packing productivity and contributes to Zespri sustainability objectives [REDACTED]  
[REDACTED]

**COMMENCEMENT DATE**

The trial will commence in week 14 or week 15. [REDACTED]  
[REDACTED]

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The **2021 Supply Agreement** terms and conditions apply to this Agreement.

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1.2.2 Packing to commence in week 14 or 15:

[REDACTED]  
[REDACTED]

1.2.3 All trial volume must have market access in accordance with the programme specifications:

[REDACTED]

### 1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 1.4 EDI Requirement

1.4.1 All Kiwifruit supplied must have [REDACTED] applied to all pallets:

[REDACTED]

### 1.5 Data Collection

1.5.1 By participating in this trial the Packhouse gives consent for any resulting data and information to be shared with the industry.

[REDACTED]

1.6.1 In order to capture data Zespri Packaging will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[REDACTED]

### 1.7 Fruit Loss

1.7.1 As per 2021 Supply Agreement.





2021 [REDACTED]  
[REDACTED]  
SLA D6

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## BACKGROUND

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ZGL intends to undertake a trial [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

## COMMENCEMENT DATE

---

The Trial will commence in Week 16 for GACK and HW TBC until trial volume is complete.

### 1. TERMS OF AGREEMENT

---

#### 1.1 2021 Supply Agreement and Supply Specifications

The **2021 Supply Agreement** terms and conditions apply to this Agreement

#### 1.2 Volumes

##### 1.2.1 The trial volumes under this programme:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

##### 1.2.2 The intended phasing for this programme is from ISO week: [REDACTED] [REDACTED]











---

**BACKGROUND**

---

ZGL intends to undertake a trial [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] The purpose of the trial is to [REDACTED]  
[REDACTED]  
[REDACTED]

---

**COMMENCEMENT DATE**

---

The trial will commence in Week 18 for GACK until trial volume is complete.

**1. TERMS OF AGREEMENT**

---

**1.1 2021 Supply Agreement and Supply Specifications**

The **2021 Supply Agreement** terms and conditions apply to this Agreement

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

1.2.2 The intended phasing for this programme is from ISO week: [REDACTED]  
[REDACTED]

1.2.3 All trial volume must be market access OK in accordance with the programme specifications.



















2021 Zespri [REDACTED]  
[REDACTED]  
SLA D9

---

## BACKGROUND

---

ZGL intends to undertake a trial [REDACTED]  
[REDACTED]  
[REDACTED] The purpose of the trial is to [REDACTED]  
[REDACTED]  
[REDACTED]

---

## COMMENCEMENT DATE

---

[REDACTED]

### 1. TERMS OF AGREEMENT

---

#### 1.1 2021 Supply Agreement and Supply Specifications

The **2021 Supply Agreement** terms and conditions apply to this Agreement

#### 1.2 Volumes

##### 1.2.1 The trial volumes under this programme:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

##### 1.2.2 The intended phasing for this programme is from ISO week: [REDACTED] [REDACTED]



















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## BACKGROUND

---

ZGL intends to undertake a [REDACTED] for the 2021 season. This trial is an effort to research the [REDACTED] to drive Zespri's wider sustainability objectives.

---

## COMMENCEMENT DATE

---

The Trial will be to commence in week 16, Monday 12 April 2021 for GA and week 22, 24 May 2021 for HW until trial volume is complete.

### 1. TERMS OF AGREEMENT

---

#### 1.1 2021 Supply Agreement and Supply Specifications

The **2021 Supply Agreement** terms and conditions apply to this Agreement

#### 1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Specific volume allocation by Contractor will be communicated out via Zespri's Planning and Supply team.

1.2.2 The intended phasing for this programme is from ISO week 16 for GA1CK SunGold Kiwifruit and ISO week 22 for HW1CK Green Kiwifruit, as per IT standard orders.

1.2.3 All trial volume must be market access OK for [REDACTED] in accordance with the programme specifications.









**BACKGROUND**

ZGL and [REDACTED] intend to undertake an [REDACTED] [REDACTED] for the 2021 season. The purpose of the trial is to improve the [REDACTED]

**COMMENCEMENT DATE**

The Trial will commence on or around week 17 of the 2021 kiwifruit season dependent on availability of suitable fruit.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The **2021 Supply Agreement** terms and conditions apply to this Agreement

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1.2.2 The intended shipment phasing for this programme will be advised via Special Load Request through the Zespri Planning team.

1.2.3 All trial volume must be market access OK for [REDACTED] and taste band Y in accordance with the programme specifications.

### 1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 1.4 EDI Requirement

1.4.1 All Kiwifruit supplied must have [REDACTED] applied to all pallets.

### 1.5 Data Collection

1.5.1 By participating in this trial the Contractor gives consent for any resulting data and information to be shared with the industry.

### 1.6 In-Market Assessment

1.6.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[REDACTED]







[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2021 [REDACTED]

[REDACTED]  
[REDACTED]

SLA D13

---

## BACKGROUND

---

ZGL and [REDACTED] intend to undertake a [REDACTED] [REDACTED] [REDACTED] for the 2021 season. The purpose of the trial is to improve the [REDACTED]

---

## COMMENCEMENT DATE

---

The Trial will commence on or around week 17 of the 2021 kiwifruit season dependent on availability of suitable fruit.

### 1. TERMS OF AGREEMENT

---

#### 1.1 2021 Supply Agreement and Supply Specifications

The **2021 Supply Agreement** terms and conditions apply to this Agreement.

#### 1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]

1.2.2 The intended shipment phasing for this programme will be advised via Special Load Request through the Zespri Planning team.

1.2.3 All trial volume must be market access OK for [REDACTED] in accordance with the programme specifications.

### 1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 1.4 EDI Requirement

1.4.1 All Kiwifruit supplied must have [REDACTED] applied to all pallets.

### 1.5 Data Collection

1.5.1 By participating in this trial the Contractor gives consent for any resulting data and information to be shared with the industry.

### 1.6 In-Market Assessment

1.6.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[REDACTED]









[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2021 [REDACTED]  
[REDACTED]  
[REDACTED]  
SLA D14

**BACKGROUND**

ZGL [REDACTED]  
[REDACTED] for the 2021 season. The purpose of the trial is to improve the [REDACTED]  
[REDACTED]

**COMMENCEMENT DATE**

The Trial will commence on or around week 21 of the 2021 kiwifruit season dependent on availability of suitable fruit.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The **2021 Supply Agreement** terms and conditions apply to this Agreement

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1.2.2 The intended shipment phasing for this programme will be advised via Special Load Request through the Zespri Planning team.

1.2.3 All trial volume must be market access OK for [REDACTED] in accordance with the programme specifications.

### 1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 1.4 EDI Requirement

1.4.1 All Kiwifruit supplied must have [REDACTED] applied to all pallets.

### 1.5 Data Collection

1.5.1 By participating in this trial the Contractor gives consent for any resulting data and information to be shared with the industry.

### 1.6 In-Market Assessment

1.6.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[REDACTED]





[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

█ [REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

█ [REDACTED]



2021

SLA D15

**BACKGROUND**

ZGL and [redacted] intend to undertake a [redacted] [redacted] [redacted] [redacted]. The purpose of the trial is to [redacted]

**COMMENCEMENT DATE**

The Trial will commence on or about week 17 of the 2021 kiwifruit season dependent on availability of suitable fruit.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The **2021 Supply Agreement** terms and conditions apply to this Agreement

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

[redacted]	[redacted]
[redacted]	[redacted]
	[redacted]

1.2.2 The intended shipment phasing for this programme will be advised via Special Load Request through the Zespri Planning team.

1.2.3 All trial volume must be market access OK for [redacted] and taste band Y in accordance with the programme specifications.



### 1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 1.4 EDI Requirement

1.4.1 All Kiwifruit supplied must have [REDACTED] applied to all pallets.

### 1.5 Data Collection

1.5.1 By participating in this trial the Contractor gives consent for any resulting data and information to be shared with the industry.

### 1.6 In-Market Assessment

1.6.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[REDACTED]

[REDACTED]







[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2021 [REDACTED]

[REDACTED]

SLA D16

**BACKGROUND**

ZGL and [REDACTED] intends to undertake a [REDACTED] [REDACTED] [REDACTED] for the 2021 season. The purpose of the trial is to increase [REDACTED]

**COMMENCEMENT DATE**

The Trial will commence on or about week 17 with GA1CK and on or about week 21 for HW1CK dependent on fruit availability.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The 2021 Supply Agreement terms and conditions apply to this Agreement

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]

**1.3 Packing Specifications**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.4 EDI Requirement**

1.4.1 All Kiwifruit supplied must have [Redacted] applied to all pallets.

**1.5 Data Collection**

1.5.1 By participating in this trial the Contractor gives consent for any resulting data and information to be shared with the industry.

**1.6 In-Market Assessment**

1.6.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[Redacted]







[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2021 [REDACTED]

[REDACTED]  
[REDACTED]

SLA D17

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## BACKGROUND

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ZGL and [REDACTED]  
[REDACTED] for the 2021 season. The purpose of the trial is to increase the  
[REDACTED]

---

## COMMENCEMENT DATE

---

The Trial will commence on or about week 17 of the 2021 kiwifruit season dependent on availability of suitable fruit.

### 1. TERMS OF AGREEMENT

---

#### 1.1 2021 Supply Agreement and Supply Specifications

The **2021 Supply Agreement** terms and conditions apply to this Agreement

#### 1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]

1.2.2 The intended shipment phasing for this programme will be advised via Special Load Request through the Zespri Planning team.

1.2.3 All trial volume must be market access OK for [REDACTED] and taste band Y in accordance with the programme specifications.









[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





2021

SLA D18

**BACKGROUND**

ZGL and [redacted] intends to undertake a [redacted] [redacted] for the 2021 season. The purpose of the trial is to [redacted] [redacted]

**COMMENCEMENT DATE**

The Trial will commence on or about week 17 with GA1CK and on or about week 21 for HW1CK dependent on fruit availability.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The **2021 Supply Agreement** terms and conditions apply to this Agreement

**1.2 Volumes**

1.2.1 The trial volumes under this programme:

[redacted]	[redacted]
[redacted]	[redacted]
	[redacted]

**1.3 Packing Specifications**

[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**1.4 EDI Requirement**

1.4.1 All Kiwifruit supplied must have [Redacted] applied to all pallets.

**1.5 Data Collection**

1.5.1 By participating in this trial the Contractor gives consent for any resulting data and information to be shared with the industry.

**1.6 In-Market Assessment**

1.6.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out upon Container/Charter devanning to assess the Kiwifruit outturn.

[Redacted]





[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]



2021 [REDACTED]

[REDACTED]

**SLA D19**

**BACKGROUND**

The goal of the [REDACTED] while maintaining optimal fruit quality for consumers.

This SLA outlines the support on offer for this trial if the required data is collected and provided to Zespri according to the details below.

**1. TERMS OF AGREEMENT**

**1.1 2021 Supply Agreement and Supply Specifications**

The 2021 Supply Agreement and the included Supply Specifications terms and conditions apply to this SLA.

**1.2 Trial Design**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

**1.3 EDI Requirement**

[Redacted]

[Redacted]

[Redacted]

**1.4 Data Collection**

1.4.1 By participating in this trial (outlined in further detail in the Appendix), the Contractor gives consent for any resulting data and information to be shared with the industry.

1.4.2 Data will be generated through:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

1.4.3 Data and information to be supplied to Zespri includes:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

### 1.5 Fruit Testing Requirements

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]



[Redacted]

**2.1 Invoices and Payments**

[Redacted]

2.1.2 The Contractor will issue ZGL with a Tax Invoice for the additional payment terms detailed above at the conclusion of the programme.

2.1.3 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.

**2.2 Project Oversight**

[Redacted]



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## BACKGROUND

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### Introduction

The financial incentive allocated to dry matter (as a proxy for taste) has increased over the years to the point where dry matter percentage at harvest is probably the single most important factor in a grower's decision making when considering harvest timing. This has created unintended consequences for post-harvest operators in causing a delay to harvesting. Post-harvest operators have indicated that these delays have put pressure on packhouse asset utilisation and led to sub optimal fruit characteristics for storage.

Further, there are questions as to whether dry matter increases achieved beyond a certain level of physiological maturity are genuine or resultant of sample variability.

This commercial scale trial is intended to provide the base information from which to better inform the Industry as to the appropriate balance of incentive allocated to two key drivers of harvest timing decisions, dry matter and fruit pressure (for storability).

[REDACTED]

## 1. TERMS OF AGREEMENT

---

### 1.1 2021 Supply Agreement and Supply Specifications

The 2021 Supply Level Agreement (SLA) and the included Supply Specifications terms and conditions apply to this SLA.

This SLA is between Zespri and the Supplier (post-harvest operator) and include all details of compensation that will be paid via the Supplier to the individual growers involved, and any other stakeholders such as harvest contractors.

## 1.2 Trial Design

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

### 1.3 EDI Requirement

[Redacted]

### 1.4 Data Collection

[Redacted]

### 1.5 Fruit Testing Requirements

[Redacted]

[Redacted text block]

## 2. PAYMENT TERMS

---

### 2.0 Additional Payment Terms

2.0.1 In addition to the payment terms in the **2021 Supply Agreement**, ZGL will pay to the Contractor (if all data as outlined in sections 1.4-1.5 is provided to Zespri in the timeframes required):

[Redacted text block]

- [Redacted list item]
- [Redacted list item]
- [Redacted list item]

[Redacted text block]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**2.1 Invoices and Payments**

[Redacted text block]

[Redacted text block]

2.1.3 The Contractor will issue ZGL with a Tax Invoice for the additional payment terms detailed above at the conclusion of the programme.

2.1.4 ZGL will make payment to the Contractor prior to 31<sup>st</sup> March 2022.

## **2.2 Project Oversight**

- 2.2.1 Zespri will directly fund a project manager/oversight person to collate all the data from the Contractor, conduct analysis and report on results of the trial that can be shared across industry.



## 2021 Repack Trial (Soft Defects)

### SLA D21

#### BACKGROUND

Zespri has undertaken initial research to understand the impact of repacking soft fruit has on fruit storage quality. The research indicates that the levels of softs being delivered to the markets is not improved significantly by repacking the fruit.

In order to gather a more substantial set of data to guide any future review of the Zespri grade standards, Zespri propose undertaking a repack trial with industry to understand the impact the repack process has on fruit storage quality and soft defects.

This SLA sets out the terms and conditions for supplying Kiwifruit under this repack trial.

#### 1. TERMS OF AGREEMENT

##### 1.1 2021 Supply Agreement and Supply Specifications

1.1.1 The 2021 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted]

##### 1.2 Scope of Trial

[Redacted]

[Redacted]

[Redacted]

##### 1.2.2 Exclusions

[Redacted]

[Redacted]

### 1.2.3 Termination/Alteration

Zespri will reserve the right to terminate or alter the SLA for the following reasons:

[Redacted]

[Redacted]

[Redacted]

### 1.3 Supply Specifications: ZIL Quality Manual

[Redacted]

[Redacted]

1.3.2 The above sets out the critical limits, and any result outside these limits is considered a fail.

1.4 **Contractor Obligations**

1.4.1 The Contractor will nominate pallet(s) to be supplied under this agreement. The pallets must meet the specification as follows:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.4.2 **Product identification**

The Contractor must apply an electronic indicator and a visual indicator to all pallets supplied under this agreement.

[Redacted]

[Redacted]

[Redacted]

Any pallet which does not have the required electronic indicator will be considered to be outside the trial and terms of this **SLA**.

1.4.3 **Collection of trial data**

The Contractor will be required to supply the following information related to the Kiwifruit supplied under the trial to ZGL on a **weekly basis** during the trial:

[Redacted]

[Redacted]

For the avoidance of doubt, the information supplied is only required for pallets of Kiwifruit which are marked with the electronic pack indicator specified in **1.4.2**, and does not include additional information with the associated grower line.

**1.4.4 Trial support**

Zespri will engage an independent research provider to monitor the trial. The Contractor will be required to work with the independent research provider, to an extent within reason, to facilitate the activities of this monitoring programme.

**2. PAYMENT TERMS**

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**2.1 2021 Supply Agreement**

2.1.1 All provisions of the **2021 Supply Agreement** apply to this SLA.

[REDACTED]







## Appendix 1: Summary of criteria within trial

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