



2017 Zespri Green & SunGold Australia OPI

SLA Number 1

BACKGROUND

An opportunity has arisen to supply Zespri® Green and Zespri® SunGold Kiwifruit (“Kiwifruit”) that has been Offshore Pre-shipment Inspected (OPI) for Australia for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions apply to this SLA.

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 and estimated phasing (“Programme Specifications”) once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]
[REDACTED]
[REDACTED]

Copies of the Required Import Permits can be sourced from Zespri [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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green [REDACTED]

SLA Number 2

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") and Zespri® SunGold ("Kiwifruit") to the [REDACTED] Collaborative Marketer programme for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 text block]

[Redacted text block]

1.3 Order Allocation

[Redacted text block]

1.4 Packaging Specifications

1.4.1 For the avoidance of doubt 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

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Organic Green & SunGold to China

SLA Number 3

BACKGROUND

An opportunity has arisen to supply Zespri® Organic Green and Zespri® Organic Sungold Kiwifruit ("Kiwifruit") that meets certain specifications to China for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

1.3.1 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.

2. PAYMENT TERMS

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2017 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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green to [REDACTED]
SLA Number 4

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") to the [REDACTED] Collaborative Marketer programme for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]

[REDACTED]

1.3 Packaging Specifications

1.3.1 All Kiwifruit must be unlabelled.

1.3.2 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

[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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green and SunGold to Israel

SLA Number 5

BACKGROUND

An opportunity has arisen to supply the Israel Market with Zespri® Green and Zespri® SunGold Kiwifruit ("Kiwifruit") for the 2017 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 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; 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 2**.

[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 **2017 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 2017 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 in the following month.

Appendix 1: Indicative Volumes



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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2017 Zespri® Green Unlabelled IT 33s to Japan

SLA Number 6

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") that meets certain specifications to Japan for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be 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 "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**

[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 in the following month.

Appendix 1 : Indicative Volume





2017 Korean Organic Supply – Cold Disinfestation

SLA Number 7

BACKGROUND

ZGL acknowledges that it is beneficial to the Green Organic and SunGold Organic grower returns to secure product for shipment to Korea by undergoing the Korea Cold Disinfestation process. Therefore the Contractor must actively source product from orchards with low levels of scale to undergo the Cold Disinfestation process and meet the Korean market access requirements. This SLA should be read in conjunction with the *Korean Organic Supply – Early Supply SLA*.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

1.1.1 The 2017 Supply Agreement terms and conditions apply to this Agreement.

1.2 Contracted Volume

1.2.1 Volume will be allocated to the Contractor via a supply plan by pack, market, size and estimated phasing (Programme Specifications).

1.2.2 Notwithstanding clause 1.2.1 all Kiwifruit supplied under this Agreement must be packed in accordance with the Contractor's latest advised programme specifications as advised by ZGL.

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

1.3 Korea OK Product

1.3.1 Only Kiwifruit that is Korea OK, by undergoing the Korea Cold Disinfestation requirements will be procured.

(a) Korea OK Product

(i) The Contractor must actively select suitable product that meets Korean market access requirements as per the Sampling Specifications section of the ZIL Quality Manual.

- (ii) When the Contractor is selecting product to procure they must identify and target orchards from low pest growers.

(b) **Cold Disinfestation Product**

- (i) The Cold Disinfestation process and criterion is set out in the Product Management Section of the Quality Manual. Once the criterion for this process has been met the fruit will be considered acceptable for supply under this SLA.

1.4 Services

1.4.1 The Contractor may be required to carry out the following services in supplying product under this Agreement:

- (a) Scale, Live-Dead analysis;
- (b) Additional labour, materials, sprays, sampling, and fruit loss required irrespective of pass/fail result.
- (c) Undertake Cold Disinfestation or Cold treatment activities as outlined in the Quality Manual and the Facility MPI approved Procedures

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the 2017 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 additional payment terms detailed above at the conclusion of the programme.

2.2.2 ZGL will make payment to the Contractor in the following month.



2017 Korean Organic Supply – Early Supply

SLA Number 8

BACKGROUND

ZGL acknowledges that it is beneficial to the Green Organic and SunGold Organic grower returns to secure product for shipment to Korea. In order for the product to be accepted under this Agreement fruit must meet Korean market access requirements "Korea OK" through low pest criteria. Therefore the Contractor must actively source product from low pest orchards in order to meet the Korean market access requirements. *(Please note fruit that becomes available via the Cold Disinfestation process is not covered by this SLA and is procured under the 2017 Korean Organic Supply – Cold Disinfestation SLA).*

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

1.1.1 The 2017 Supply Agreement terms and conditions apply to this Agreement.

1.2 Contracted Volume

1.2.1 In the early part of the season, prior to Cold Disinfestation fruit becoming available, the Contractor will advise ZGL when inventory becomes available for Korea and ZGL will source demand for this volume. If the available inventory does not fit within a Supplier's plan, ZGL may order for Korea and will amend the plan accordingly afterwards.

1.2.2 Notwithstanding clause 1.2.1 all Kiwifruit supplied under this Agreement must be packed in accordance with the Contractor's latest advised programme specifications as advised by ZGL.

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

1.3 Korea OK Product

1.3.1 Only Kiwifruit that is Korea OK, by meeting the low pest requirements will be procured.

(a) Korea OK Product

- (i) The Contractor must actively select suitable product that meets Korean market access requirements as per the Sampling Specifications section of the ZIL Quality Manual.
 - (ii) When the Contractor is selecting product to procure they must identify and target orchards from low pest growers.
- [REDACTED]
- [REDACTED]

1.4 Services

1.4.1 The Contractor may be required to carry out the following services in supplying product under this Agreement:

- (a) Scale, Live-Dead analysis;
 - (b) Additional labour, materials, sprays, sampling, and fruit loss required irrespective of pass/fail result.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2. PAYMENT TERMS

2.1 2017 Supply Agreement Payment Terms

2.1.1 The payment terms in the 2017 Supply Agreement apply to all Kiwifruit supplied under this Agreement where applicable including:

- (a) Period 1 payments in accordance with clauses A2.11(a) and B1.1(c)(i) of the Pricing and Payment Manual.

2.2 Additional Payment Terms

2.2.1 In addition to the payment terms in the 2017 Supply Agreement, ZGL will pay to the Contractor:

[REDACTED]

2.3 Invoices and Payments

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

2.3.2 ZGL will make payment to the Contractor in the following month.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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2017 Zespri® Green Data Bar Labels to North America

SLA Number 9

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") with Data Bar Labels to North America for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be labelled with Zespri® Green Data Bar Labels.
- 1.3.2 All Kiwifruit must be packed into a MB box.
- 1.3.3 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator 'LT'.
- 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 **2017 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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green Organic Data Bar Labels to North America
SLA Number 10

BACKGROUND

An opportunity has arisen to supply Zespri® Organic Green Kiwifruit ("Kiwifruit") with Data Bar Labels to North America for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be labelled with Zespri® Organic Green Data Bar Labels.
- 1.3.2 All Kiwifruit must be packed in either an MB or IT as specified in **Appendix 1**.
- 1.3.3 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator 'LT'.
- 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**

[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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green Unlabelled to North America

SLA Number 11

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") that meets certain specifications to North America for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]

[REDACTED]

[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 **2017 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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green and SunGold To [REDACTED]

SLA Number 12

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") and Zespri® SunGold Kiwifruit ("Kiwifruit") to the [REDACTED] Collaborative Marketer programme for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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]

[Redacted]

1.3 Order Allocation

[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.

2. PAYMENT TERMS

2.1 Additional Payment Terms

[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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® Green To

████████████████████
SLA Number 13

BACKGROUND

An opportunity has arisen to supply Zespri® Green Kiwifruit ("Kiwifruit") to the ██████████ Collaborative Marketer programme for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded 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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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]

[Redacted]

1.3 Order Allocation

[Redacted]

1.4 Packaging Specifications

1.4.1 For the avoidance of doubt 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

[Redacted]

[Redacted]

[Redacted]

[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 in the following month.

Appendix 1 : Indicative Volume





2017 Zespri® [REDACTED]

SLA Number 14

BACKGROUND

An opportunity has arisen to supply the [REDACTED] programme for the 2017 season.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]
[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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.

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 in **Appendix 1**.

1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.

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 1.3**; and
- (b) the Contractor's latest advised Programme Specifications.

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

1.3 Packaging Specifications

[REDACTED]

- 1.3.2 The Contractor must meet the market access requirements as listed in **Appendix 2**.
- 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**

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the **2017 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

(c) **Pallet labelling** rates for the work carried out by the Contractor to label each pallet with a [REDACTED] at the 2017 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 in the following month.

Appendix 1: Indicative Volumes



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

- (i) **Section B Service Costs clause B1.1(b)** is varied as per **clause 2.6** 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 2.6** below.

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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.
- 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 in **Appendix 1**.
- 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 1.3**; and
 - (b) the Contractor's latest advised programme specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3. Packaging Specifications

- 1.3.1. All Kiwifruit is to be packed into a Family Kiwi ML box and labelled with a Family Kiwi Gold Label.
- 1.3.2. An Electronic Pack Indicator "P" must be applied

1.4. EDI Requirements

[REDACTED]

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

1.5. Grade Standards

1.5.1. Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the ZIL Quality Manual.

[REDACTED]

1.6. DIFOTIS Premiums and Penalties

[REDACTED]

1.7. In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

1.8. Accountability Periods

[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 product supplied under this Agreement such that the percentage paid shall be as follows:

(a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Zespri® Class 2, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.

(b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Zespri® Class 2, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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 1.4.1** 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 1 replacement.

2.3.2. This payment includes a [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

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 2** 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 3**.
- 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 2017 Generic Services SLA.

Appendix 1: Contracted Volume



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Appendix 3: Zespri® Class 2 SunGold Time Rates

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



2017 Consolidation

SLA Number 16

BACKGROUND

In order to maximise sales and minimise costs the Industry may agree to consolidate part pallets of Kiwifruit at a designated coolstore site.

Kiwifruit will be transported from multiple supplier sites to the designated site to be consolidated and loaded out.

By entering into this Agreement the Contractor is agreeing to be the designated site and will accept all compliant pallets from all Suppliers and consolidate them in preparation for loading.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 Except as expressly varied by this SLA, the 2017 Supply Agreement terms and conditions apply to this Agreement.

1.1.2 The following provisions defined therein are varied or do not apply to this SLA:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) **Schedule 11** does not apply.

1.2 Supply Logistics

1.2.1 ZGL will be responsible for organising and providing the programme instructions to Suppliers along with co-ordinating the logistics of the supply of the part pallets.

1.2.2 ZGL will advise the Contractor how the ordering and the management of data are to be carried out along with providing technical support where necessary.

1.2.3 The Contractor will familiarise themselves with the programme instructions and will ensure that their systems are set up accordingly to allow them to receive the incoming data.

1.2.4 The appropriate contacts are set out in Appendix 1.

1.3 Non-Compliant Pallets

[Redacted text block containing multiple lines of blacked-out content under section 1.3]

2. PAYMENT TERMS

2.1 Service Payment

- 2.1.1 The Contractor must provide information as to the services carried out under this Agreement and the accompanying costs.
- 2.1.2 This supporting data must be itemised in order for ZGL to apportion costs.
- 2.1.3 The Generic Services SLA supersedes this SLA therefore any services that are listed under that SLA will be paid the corresponding rates.

2.2 Invoice

- 2.2.1 The Contractor will issue ZGL with an Invoice for the services carried out at the conclusion of the Programme.
- 2.2.2 ZGL will make payment to the Contractor in the following month.

Appendix 1: Contact

[REDACTED]

[REDACTED]

Appendix 2: Delivery Docket

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) **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, size and estimated phasing (Programme Specifications) as set out in **Appendix 1**.

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 in **Appendix 1**.

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

[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 either packed into a Family Kiwi box with a Family Kiwi Fruit Label or packed into a Zespri® Class 1 box with a Class 1 Fruit Label and Blank Orange Customer label as detailed in **Appendix 4** (please refer to the Contracted volumes in **Appendix 1**).

1.5. EDI Requirements

[REDACTED]

1.5.2. All Family Kiwi and Zespri® Class 2 is to be submitted under the same Grower Number as Class 1 Kiwifruit.

1.6. Grade Standards

1.6.1. The Contractor must pack must pack Family Kiwi volumes to the Zespri Class 2 Standard and Zespri® Class 2 to the Zespri Class 2 Standard in accordance with the Grade standard section of 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]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.9. Accountability Period

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

- 2.1.1. All Family Kiwi and 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 Family Kiwi and Zespri® Class 2 supplied under this Agreement such that the percentage paid shall be as follows:
- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Family Kiwi and Zespri® Class 2, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
 - (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Family Kiwi and Zespri® Class 2, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3. Final Payment

- 2.3.1. The final payment for Family Kiwi and 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 Family Kiwi and 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 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.
- 2.3.2. This payment includes a [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

2.4. **Service Payments**

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Family Kiwi and Zespri® Class 2 supplied at FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual**.
- 2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Family Kiwi and Zespri® Class 2 supplied FOBS under this Agreement to ZGL as per **Appendix 3**.
- 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:** Family Kiwi and Zespri® Class 2 supplied under this Agreement will qualify for payment under the 2017 Generic Services SLA.

Appendix 1: Contracted Volume



Appendix 2: Sampling Procedure

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: HW2OB Family Kiwi and Zespri® Class 2 Time Rates

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

[Redacted]

[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 2.4** 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, size and estimated phasing (Programme Specifications) as set out in **Appendix 1**.
- 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 in **Appendix 1**.
- 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 Family Kiwi 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

[REDACTED]

[REDACTED]

[REDACTED]

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

1.3.4. Unless authorised by Zespri Contractors cannot supply Kiwifruit under this programme in shared containers. At the end of the programme the Contractor, if requested by Zespri, must remove from inventory any volume less than a full FEU container load and sell under their own programmes.

[REDACTED]

[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 Family Kiwi is to be submitted under the same Grower Number as Class 1 Kiwifruit.

1.6. Grade Standards

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.7. DIFOTIS Premiums and Penalties

[Redacted]

1.8. In-market sampling and Outturn Liability

[Redacted]

[Redacted]

1.9. Accountability Period

[Redacted]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

- 2.1.1. All Family Kiwi 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 Family Kiwi supplied under this Agreement such that the percentage paid shall be as follows:
 - (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Family Kiwi, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
 - (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Family Kiwi, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3. Final Payment

- 2.3.1. The final payment for Family Kiwi 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 Family Kiwi 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 Family Kiwi.
- 2.3.2. This payment includes a [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

2.4. **Service Payments**

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Family Kiwi supplied at FOBS under this Agreement based on the table set out in **Appendix 2** 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:** Family Kiwi supplied under this Agreement will qualify for payment under the 2017 Generic Services SLA.

Appendix 1: Contracted Volume



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

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

- (i) Standard Advance Payment, **clause C2**;
- (ii) Fruit Incentives, **clause A2.11 and C3**;
- (iii) Progress Payments, **clause C4**;
- (iv) Service Costs, **clause B1 and C6**.

(d) **Schedule 13 Infringement Charges** do not apply

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, market and estimated phasing (Programme Specifications) as set out in **Appendix 1**.
- 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 in **Appendix 1**.
- 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]

[REDACTED]

[REDACTED]

1.3 Fruit and Shipping Requirements

- 1.3.1 All Family Kiwi volume must be market access ok for US or Korea in accordance with the Programme specifications.
- 1.3.2 ZGL will only accept full pallets of Family Kiwi.

1.3.3 Unless authorised by Zespri Contractors cannot supply Kiwifruit under this programme in shared containers. At the end of the programme the Contractor, if requested by Zespri, must remove from inventory any volume less than a full FEU container load and sell under their own programmes.

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 4**.

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 The Contractor must pack Kiwifruit to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

[Redacted]

[Redacted]

1.7 Maturity Standard

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.9 In-market sampling and Outturn Liability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10 Accountability Period

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 FOBS Fruit Payment

2.1.1 The payment to be paid on volumes supplied under this are set out in [REDACTED]

[REDACTED]

2.1.2 [REDACTED]

[REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

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

2.2 Invoices

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

2.4 ZGL will make payment to the Contractor prior to 31st March 2017.

Appendix 1: Indicative Volume



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

- (i) **Section B Service Costs clause B1.1(b)** is varied and **clause B1.1(c)** does not apply;
- (ii) **Section C2 Standard Advance Payment, clause C2** does not apply;
- (iii) **Section C3 Fruit Incentives** does not apply;
- (iv) **Section C4 Payment timing for Progress Payments clause C4** is varied per **clause 2.4** below;
- (v) **Section C6 Service Payments** is varied per **clause 2.6** 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, size and estimated phasing (Programme Specifications) as set out in **Appendix 1**.
- 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 in **Appendix 1**.
- 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.
- 1.2.5. The Contractor will advise ZGL of any proposed trade of part of their Contracted Volume as per **Schedule 2, clause B10** of the **2017 Supply Agreement**. ZGL will advise whether the proposed trade has been accepted.

1.3. Fruit and Shipping Requirements

[REDACTED]

[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

1.5.1. The Contractor must submit all Kiwifruit into the appropriate pool as set out below:

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

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

2. PAYMENT TERMS

2.1. DIFOTIS Premiums and Penalties

[REDACTED]

2.2. FOBS Fruit Payment

2.2.1. 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 \$1.60 per TE.

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

2.3. Progress Payments

2.3.1. ZGL will make Progress Payments to the Contractor for all Kiwifruit supplied under this Agreement such that the percentage paid shall be as follows:

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3.2. Payments are subject to ZGL having sufficient funds.

2.4. **Final Payment**

2.5. 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 will be determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.4.1** above;
- (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Kiwifruit.

2.6. **Service Payments**

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

2.6.2. **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**.

2.6.3. 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.

2.6.4. **Generic Services:** Kiwifruit supplied under this Agreement will qualify for payment under the 2017 Generic Services SLA.

Appendix 1: Contracted Volume



Appendix 2: Time Rates

Week	\$ per TE	
	HWCK	HWOB
	Size Group 46	Size Group 46
22	\$0.0000	\$0.0000
23	\$0.0000	\$0.0000
24	\$0.0000	\$0.0000
25	\$0.3046	\$0.2140
26	\$0.3846	\$0.3172
27	\$0.4655	\$0.4313
28	\$0.5498	\$0.5443
29	\$0.6373	\$0.6563
30	\$0.7281	\$0.7674
31	\$0.8377	\$0.8759
32	\$0.9578	\$0.9873
33	\$1.0898	\$1.1024
34	\$1.2353	\$1.2221
35	\$1.3966	\$1.3474
36	\$1.5759	\$1.4793
37	\$1.7761	\$1.6193
38	\$2.0007	\$1.7687
39	\$2.2537	\$1.9294
40	\$2.6785	\$2.2283
41	\$3.0180	\$2.4249
42	\$3.4048	\$2.6399
43	\$3.8472	\$2.8766
44	\$4.4535	\$3.2136
45	\$5.0485	\$3.5095
46	\$5.6512	\$3.8402
47	\$6.3599	\$4.2119
48	\$7.1943	\$4.6313
49	\$8.1784	\$5.1065
50	\$9.3406	\$5.6467

[Redacted]

[Redacted]



2017 NSS of Zespri® [REDACTED]

SLA Number 21

BACKGROUND

The opportunity exists to supply the [REDACTED] with programmed volumes of:

[REDACTED]

("NSS Kiwifruit") for the 2017 season.

1. TERMS OF AGREEMENT

1.1. 2017 Supply Agreement and Supply Specifications

1.1.1. Except as set out below, all provisions of the **2017 Supply Agreement** and the included Supply Specifications apply to this SLA:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

- (i) **Section B Service Costs clause B1.1(b)** is varied and **B1.1(c)** does not apply;
- (ii) **Section C2 Standard Advance Payment, clause C2** does not apply;
- (iii) **Section C3 Fruit Incentives (a)** does not apply;
- (iv) **Section C4 Payment timing for Progress Payments clause C4** is varied per **clause 2.4.1** below;
- (v) **Section C6 Service Payments** is varied per **clause 2.6** below.

1.2. Volume

[REDACTED] The indicative programmed volume to be procured under this programme is [REDACTED]
[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. NSS Kiwifruit volume from all maturity criteria's will be accepted at ZGL's discretion.
- 1.2.4. All NSS 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 Programme Specifications set out in the Contractors Packaging Plan.

[REDACTED]

[REDACTED]

[REDACTED]

1.2.6. Where ZGL has provided a Contractor Opportunity to Ship the Contracted Volume pursuant to this SLA, ZGL will be under no obligation to take any unshipped Kiwifruit at a later time and may request that Kiwifruit be removed from inventory at no cost to the pool.

1.3. Packaging Specifications

1.3.1. The Contractor must submit all NSS Kiwifruit into the appropriate pool as set out below:

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

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

1.4. Additional Reporting

- 1.4.1. ZGL will make available information on the total fruit and services payment for NSS Kiwifruit in addition to the usual reporting for non-standard supply.

2. PAYMENT TERMS

2.1. DIFOTIS Premiums and Penalties

[REDACTED]

[REDACTED]

[REDACTED]

2.2. FOBS Fruit Payment

- 2.2.1. All Kiwifruit supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **section B1.1(b)** of the **Price and Payment Manual** of \$1.60 per TE.
- 2.2.2. The FOBS Fruit Payment will be processed at the same time and under the same terms and conditions as the Service Payments below.

2.3. Fruit Incentives

- 2.3.1. **Taste Zespri:** Taste Zespri will be paid for all Kiwifruit supplied under this Agreement. For the purposes of determining the Maximum Taste Zespri Payment ("MTP"), the 2017 August forecast fruit return for the appropriate fruit group will be used in the calculation set out in **Appendix 6** of the **Pricing and Payment Manual**.
- 2.3.2. Any MTP made prior to the August forecast will be based on the 2016 December forecast fruit return for the appropriate fruit group. A payment adjustment will be made after the August forecast.

2.4. Progress Payments

2.4.1. ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement such that the percentage paid shall be as follows:

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that NSS, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that NSS, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.4.2. Payments are subject to ZGL having sufficient funds.

2.5. **Final Payment**

2.5.1. 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 will be determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.3.1** above;
- (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Kiwifruit.

2.6. **Service Payments**

2.6.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Kiwifruit supplied FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual** of the **2017 Supply Agreement**.

2.6.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Kiwifruit supplied FOBS under this Agreement to ZGL as per **Appendix 1**.

2.6.3. 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.

- 2.6.4. **Generic Services:** Kiwifruit supplied under this SLA will qualify for payment under the **2017 Generic Services SLA**.

Appendix 1: Time Rates

Week	GA CK		GA OB	
	Size Group	M-Band	Size Group	M-Band 46
22	\$	0.1922	\$	0.1922
23	\$	0.2389	\$	0.2389
24	\$	0.2855	\$	0.2855
25	\$	0.3301	\$	0.3301
26	\$	0.4233	\$	0.4233
27	\$	0.5182	\$	0.5182
28	\$	0.6159	\$	0.6159
29	\$	0.7164	\$	0.7164
30	\$	0.8202	\$	0.8202
31	\$	0.9394	\$	0.9394
32	\$	1.0676	\$	1.0676
33	\$	1.2054	\$	1.2054
34	\$	1.3543	\$	1.3543
35	\$	1.5145	\$	1.5145
36	\$	1.6902	\$	1.6902
37	\$	1.9624	\$	1.9624
38	\$	2.1795	\$	2.1795
39	\$	2.4075	\$	2.4075
40	\$	2.6628	\$	2.6628
41	\$	3.0296	\$	3.0296
42	\$	3.3768	\$	3.3768
43	\$	3.7623	\$	3.7623
44	\$	4.1929	\$	4.1929
45	\$	4.6762	\$	4.6762



2017 SunGold [REDACTED]

SLA Number 22

BACKGROUND

The opportunity exists to supply developing markets with [REDACTED]
[REDACTED] for the 2017 season.

1. TERMS OF AGREEMENT

1.1. 2017 Supply Agreement

1.1.1. The 2017 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[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]

1.2. 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, size and estimated phasing (Programme Specifications) will be advised by ZGL once final sales commitments are decided, please refer to **Appendix 1** for the full programme.

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 in **Appendix 1**.

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]

[REDACTED]

1.3. Fruit and Shipping Requirements

1.3.1. ZGL will only accept full pallets.

1.3.2. Unless requested by Zespri Contractors cannot supply Kiwifruit under this programme in shared containers. At the end of the programme the Contractor, if requested by Zespri, must remove from inventory any volume less than a full FEU container load and sell under their own programmes.

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 4**.

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

1.7. DIFOTIS Premiums and Penalties

1.8. In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[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 product supplied under this Agreement such that the percentage paid shall be as follows:
- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Zespri® Class 2, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
 - (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Zespri® Class 2, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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.

2.3.2. This payment includes a [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

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 2** 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 3**.

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 2017 Generic Services SLA.

Appendix 1: Indicative Volume



Appendix 2: Sampling Procedure

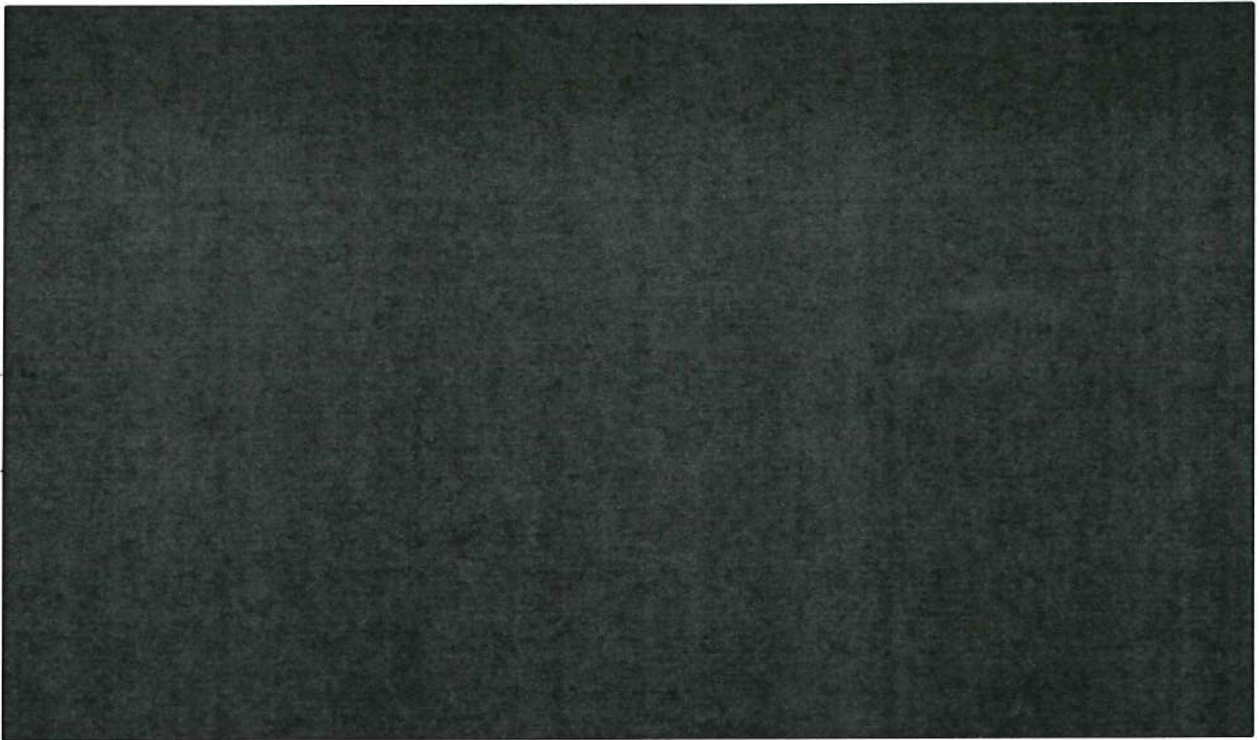
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Appendix 3: Zespri® Class 2 SunGold Time Rates

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

Appendix 4: Pack and Label Requirements



[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.

1.2. 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, size and estimated phasing (Programme Specifications) will be advised by ZGL once final sales commitments are decided, please refer to **Appendix 1** for the full programme.

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 in **Appendix 1**.

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]

[REDACTED]

1.3. Fruit and Shipping Requirements

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

1.3.2. Unless requested by Zespri Contractors cannot supply Kiwifruit under this programme in shared containers. At the end of the programme the Contractor, if requested by Zespri, must remove from inventory any volume less than a full FEU container load and sell under their own programmes.

[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 4**.

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. Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of 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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

2.1.1. All Family Kiwi 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 Family Kiwi supplied under this Agreement such that the percentage paid shall be as follows:

(a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Family Kiwi, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.

(b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Family Kiwi, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of

volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3. Final Payment

2.3.1. The final payment for Family Kiwi 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 Family Kiwi 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 Family Kiwi.

2.3.2. This payment includes [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

2.4. Service Payments

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

2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Family Kiwi supplied FOBS under this Agreement to ZGL as per **Appendix 3**.

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:** Family Kiwi supplied under this Agreement will qualify for payment under the 2017 Generic Services SLA.

Appendix 1: Indicative Volume



Appendix 2: Sampling Procedure

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

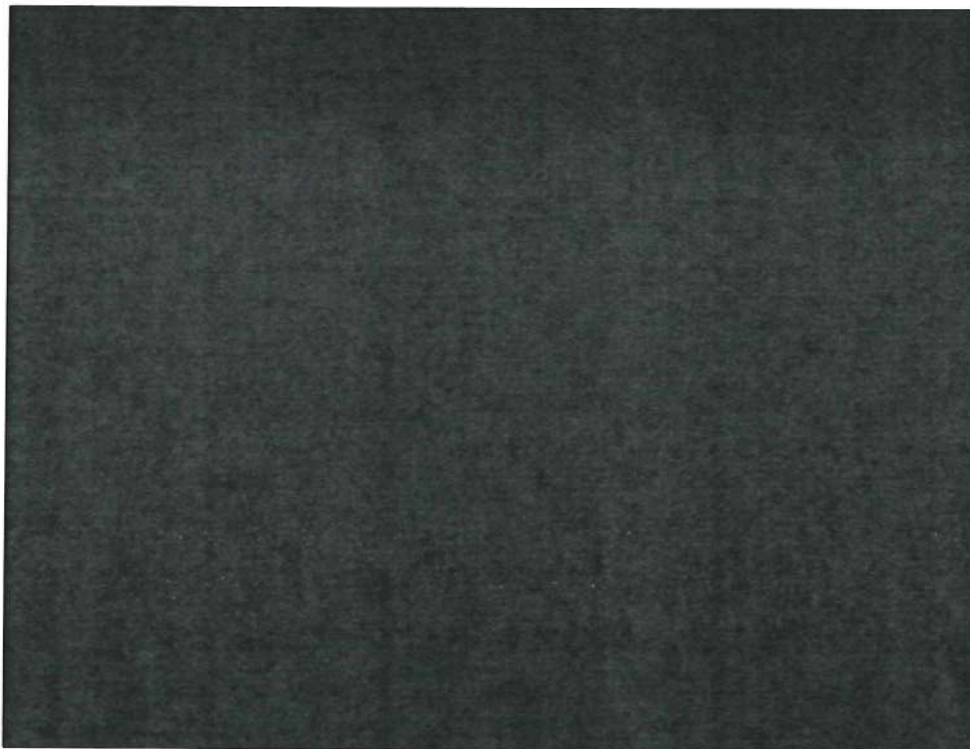
[REDACTED]

[REDACTED]

Appendix 3: Zespri® Class 2 SunGold Organic Time Rates

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

Appendix 4: Pack and Label Requirements





2017 HW2CK [REDACTED]

SLA Number 24

BACKGROUND

The opportunity exists to supply developing markets [REDACTED] with programmed volumes [REDACTED] for the 2017 season.

1. TERMS OF AGREEMENT

1.1. 2017 Supply Agreement

1.1.1. The 2017 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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.

1.2. Contracted Volume

1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor [REDACTED]
[REDACTED]

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 in **Appendix 1**.

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]
[REDACTED]
[REDACTED]
[REDACTED]

1.3. Fruit and Shipping Requirements

1.3.1. ZGL will only accept full pallets.

1.3.2. Unless requested by Zespri Contractors cannot supply Kiwifruit under this programme in shared containers. At the end of the programme the Contractor, if requested by Zespri, must remove from inventory any volume less than a full FEU container load and sell under their own programmes.

[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. The Contractor must pack Kiwifruit to the Zespri Class 2 Standard in accordance with the Grade Standard section of 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]

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 Zespri® Class 2 supplied under this Agreement such that the percentage paid shall be as follows:

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Zespri® Class 2, will be paid to the Contractor on September 15th 2017 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Zespri® Class 2, on November 15th 2017 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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.

2.3.2. This payment includes a [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

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 2 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 2017 Generic Services SLA.

Appendix 1: Contracted Volume

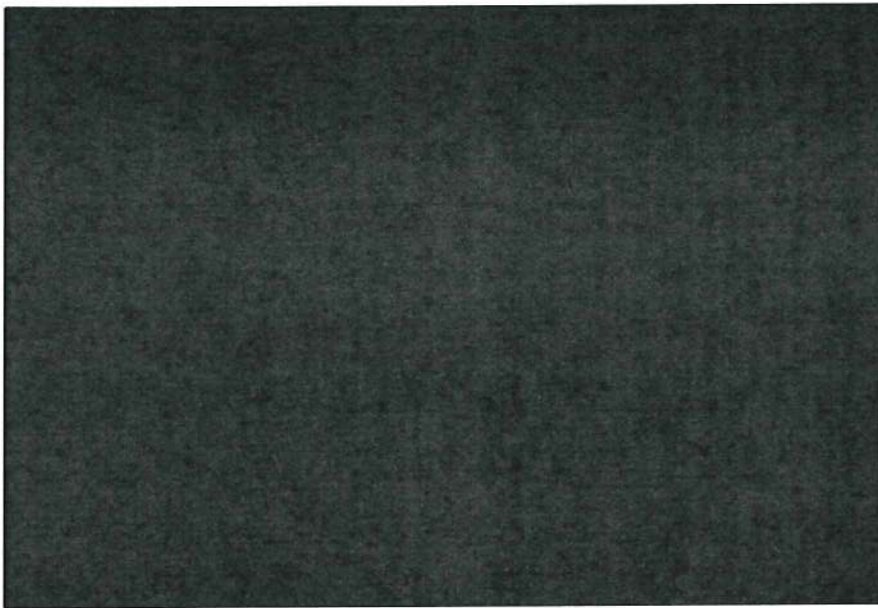


Appendix 2: Sampling Procedure

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Appendix 3: Pack and Label Requirements



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[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 [Redacted]

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 in **Appendix 1**.

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]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.3 Fruit and Shipping Requirements

1.3.1 ZGL will only accept full pallets.

1.3.2 Unless requested by Zespri Contractors cannot supply Kiwifruit under this programme in shared containers. At the end of the programme the Contractor, if requested by Zespri, must remove from inventory any volume less than a full FEU container load and sell under their own programmes.

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 4**.

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 The Contractor must pack Kiwifruit to the Zespri Class 2 Standard in accordance with the Grade Standard section of the ZIL Quality Manual.

[REDACTED]

[REDACTED]

1.7 Maturity Standard

[REDACTED]

1.8 DIFOTIS Premiums and Penalties

[REDACTED]

[REDACTED]

[REDACTED]

1.9 In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 FOBS Fruit Payment

2.1.1 The payment to be paid on volumes supplied under this are set out in **Appendix 3** and is a full and final amount (for the avoidance of doubt no time payments are available for this volume.)

2.1.2 The payment includes a [REDACTED] of the Contracted Volume or the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

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

2.2 Invoices

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

2.4 ZGL will make payment to the Contractor in the following prior to 31st March 2017.

Appendix 1: Indicative Volume



Appendix 2: Sampling Procedure

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[Redacted]



2017 Supply to NZ Domestic Market

SLA Number 26

BACKGROUND

This Agreement exists for Registered Suppliers to sell specific classes and sizes of Zespri 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 a reasonable standard and subject to Zespri QA Audit. Estimated sales must be declared to Zespri at the commencement of the 2017 season, and actual sales must be declared twice yearly. Sales of Zespri Class 2 and 3 fruit are otherwise prohibited.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 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
- (c) **Schedule 10** Insurance and Risk.

1.2 Licence Pre-Conditions

1.2.1 This SLA is subject to the Contractor first providing to Zespri by 31 March 2017 a completed Pre-Season Estimated Sales Form (Appendix 2) and Family Kiwi Facility Registration Form (Appendix 4).

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

- A ZGL licensed processor;
- ZGL pursuant to a 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 1.5.1** 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 responsible for storage/fruit loss cost, and establishing the market price for all Kiwifruit supplied under this SLA.

1.3.4 The Contractor will send to Zespri a twice yearly declaration of sales set out in the format of the declaration table in Appendix 3. This declaration is to be sent to the commercial team at [REDACTED] (or at the completion of the sales plan).

1.4 Grower Return

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

1.5 Authorised Product

1.5.1 Pursuant to this SLA, ZGL authorises the Contractor to sell the following Zespri Kiwifruit onto the domestic market:

- (a) Family Kiwi Zespri® Gold size 22 - 42;
- (b) Family Kiwi Zespri® SunGold 22 - 42; and
- (c) Family Kiwi Zespri® Sweet Green 22 - 42.

For the avoidance of doubt no 46's will be authorised for sale on the domestic market.

1.5.2 Class 2 Fruit with a Zespri® label otherwise intended for export under the Zespri Replacement Programme can be sold on the Domestic Market only under authorisation from Zespri, and authorisation via written confirmation from ZGL must be received by the Contractor prior to sale.

1.5.3 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.

1.6 Product Specifications

1.6.1 The Contractor acknowledges that:

- (a) Fruit sold pursuant to this SLA must meet Zespri Family Kiwi Grade standards 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 6**);
- (b) Kiwifruit below the Minimum Taste Standard (MTS) or excluded from export due to Gold Core Disorder cannot be sold onto the domestic market and therefore must not be supplied and sold by the Contractor;

- (c) Sale of unripe, green or inedible fruit damages the market. Fruit must be brought to a reasonable ripeness and suitably de-greened prior to domestic sale. Therefore Prior to sale GA or GK fruit must be;
- (i) at a Green Facile 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.

[REDACTED]

[REDACTED]

[REDACTED]

- (f) All fruit labels will be paid for by the Contractor;
- (g) Fruit under this SLA must not be sold in ZGL Class 1 Packaging;
- (h) Use of the ZGL brand names listed in column 3 below on the fruit or on the packaging (including EAN labels) is not permitted pursuant to this SLA.

Variety Code (Permitted)	Variety Name (Permitted)	ZGL brand name / Trademark (Prohibited)	Generic (Permitted)
HE	ZESH004	Zespri Sweet Green	green kiwifruit
GK	Hort16A	Zespri Gold	gold kiwifruit
GA	ZESY002	Zespri SunGold	gold kiwifruit

- 1.6.2 No fruit labels are required for Class 2 Sweet Green Kiwifruit supplied under this SLA.
- 1.6.3 Other than fruit labels, there is no requirement for fruit to be sold in Family Kiwi packaging under this SLA.
- 1.6.4 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.
- 1.6.5 All packaging including crates must be labelled showing the originating Registered Supplier or coolstore
- 1.7 Breach of Licence Agreement**
- 1.7.1 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.

1.7.2 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.

1.7.3 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

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 March 2017 a third party contractor authorisation form set out in **Appendix 5**.

2.1.2 Notwithstanding approval of any Third Party Contractor, the Contractor remains responsible and liable for performance of its obligations pursuant to the 2017 Supply Agreement and this SLA, and the Contractor shall procure compliance with its obligations pursuant to the 2017 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 6**).

3. PAYMENT TERMS

3.1 Royalty Payment

- 3.1.1 The Contractor will pay ZGL 1.5% of ex-coolstore sales price for all Zespri Gold Class 2 Kiwifruit supplied under this SLA as a royalty.
- 3.1.2 The Contractor will pay ZGL 3.0% of ex-coolstore sales price for all Zespri SunGold and Sweet Green Class 2 Kiwifruit supplied under this SLA as a royalty.
- 3.1.3 At the completion of the domestic market sales program the Contractor must fill out the declaration table provided for in Appendix 3 and email it to the commercial team at [REDACTED]

3.2 Invoices and Payments

- 3.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for royalties owing before 31 March 2017.
- 3.2.2 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

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:
 - Family Kiwi® 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 Family Kiwi[®] on the goods/services for the purpose below:
 - (a) Domestic market sales of Hort16A, SunGold and Sweet Green Kiwifruit with Family Kiwi[®] Gold and Family Kiwi[®] 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 Family Kiwi[®]. 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 2017 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: Pre-Season Estimated Sales Form

Registered Supplier: _____

Pre-Season Sales Estimate – Class 2 (incl. Third Party Contractor volumes)							
Product	Estimated Volume Kg Class 2 available	Estimated Volume Kg Class 2 to be sold	Sale Price Per Kg (Avg)	Total Sales	Royalty Payment Rate	Royalty	Volume Disposed
Zespr® Hort16A Kiwifruit				\$ -	1.5%	\$ -	
Family Kiwi® SunGold Kiwifruit				\$ -	3.0%	\$ -	
Family Kiwi® Sweet Green Kiwifruit				\$ -	3.0%	\$ -	
Supplier to email sales estimate to [REDACTED]							

Pre-Season Sales Estimate – Class 3 (incl. Process Grade)							
Product	Estimated Volume Kg Class 3 available	Estimated Volume Kg Class 3 to be sold	Sale Price Per Kg (Avg)	Total Sales	Royalty Payment Rate	Royalty	Volume Disposed
Zespr® Hort16A Kiwifruit				\$ -	1.5%	\$ -	
Family Kiwi® SunGold Kiwifruit				\$ -	3.0%	\$ -	
Family Kiwi® Sweet Green Kiwifruit				\$ -	3.0%	\$ -	
Supplier to email sales estimate to [REDACTED]							

To be submitted to [REDACTED] by 30 March 2017.

Appendix 3: Sales Declaration

Registered Supplier: _____

Period: From (Date): _____ to (Date): _____

Sales Declaration – Class 2 (incl. Third Party Contractor volumes)							
Product	Sales Volume Kg Class 2 available	Sales Volume Kg Class 2 to be sold	Sale Price Per Kg (Avg)	Total Sales	Royalty Payment Rate	Royalty	Volume Disposed
Zespri® Hort16A Kiwifruit				\$ -	1.5%	\$ -	
Family Kiwi® SunGold Kiwifruit				\$ -	3.0%	\$ -	
Family Kiwi® Sweet Green Kiwifruit				\$ -	3.0%	\$ -	
Supplier to email sales declaration to _____							

Sales Declaration – Class 3 (incl. Process Grade)							
Product	Sales Volume Kg Class 3 available	Sales Volume Kg Class 3 to be sold	Sale Price Per TE (Avg)	Total Sales	Royalty Payment Rate	Royalty	Volume Disposed
Zespri® Hort16A Kiwifruit				\$ -	1.5%	\$ -	
Family Kiwi® SunGold Kiwifruit				\$ -	3.0%	\$ -	
Family Kiwi® Sweet Green Kiwifruit				\$ -	3.0%	\$ -	
Supplier to email sales declaration to _____							

To be submitted to _____ by 1 September of 2017 and 15 February of 2018 (or at the completion of the sales plan)

Appendix 4: Zespri Family Kiwi Facility Registration Form

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 [REDACTED] by 30 March 2017.

Appendix 5: Zespri Family Kiwi Third Party Contractor Facility Registration Form

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.

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

To be submitted to [REDACTED] by 30 March 2017.

Appendix 6: Zespri Family Kiwi Audit Process

- 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 Family Kiwi Grade standards and specifications in this SLA.
- 4) Facility to undertake corrective action for non-conforming product as required.



2017 Zespri [REDACTED]

SLA Number 27

BACKGROUND

All varieties must meet the Minimum Taste Standard to be submitted into inventory and some varieties must meet minimum dry matter requirements to be submit under Kiwistart maturity criteria. For maturity areas or sizes that do not meet the minimum dry matter requirements at maturity clearance for Kiwistart, Modified KiwiStart or Mainpack, there is the opportunity to use [REDACTED] that are likely to have met the minimum dry matter requirements at harvest. Any such after [REDACTED] will be required to achieve revised minimum dry matter requirements to [REDACTED]

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Revised Minimum Dry Matter Requirements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

2. PAYMENT TERMS

2.1 2017 Supply Agreement Payment Terms

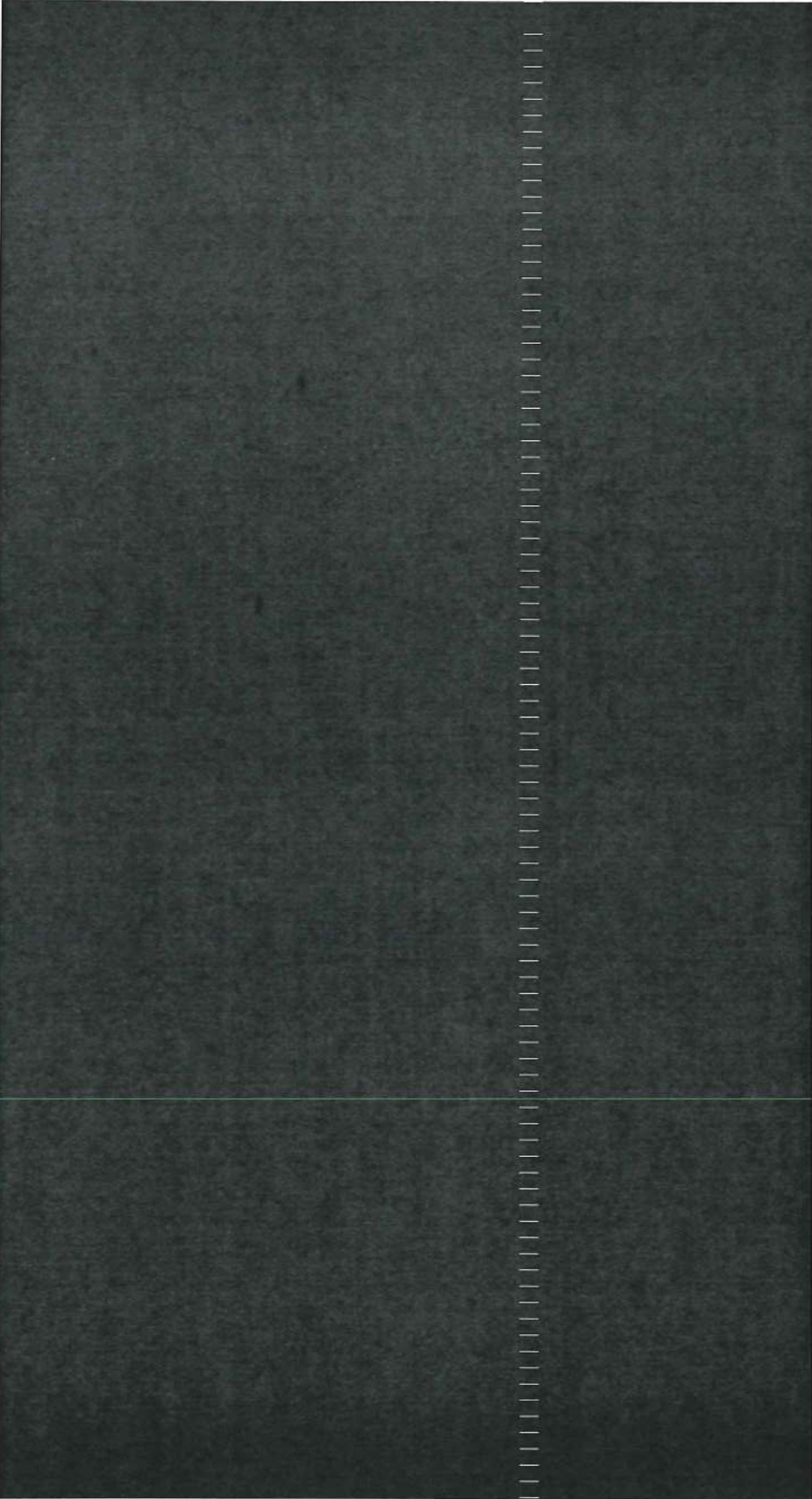
2.1.1 The payment terms in the **2017 Supply Agreement** apply to all Kiwifruit supplied under this Agreement.

[REDACTED]

[REDACTED]

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



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2017 Generic Services

SLA Number 28

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 2017 Supply Agreement

1.1.1 The 2017 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:

[REDACTED]

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 A2.8(j) of the Pricing and Payment Manual.

1.3 Specialty Labelling

[REDACTED]

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

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3.6 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.

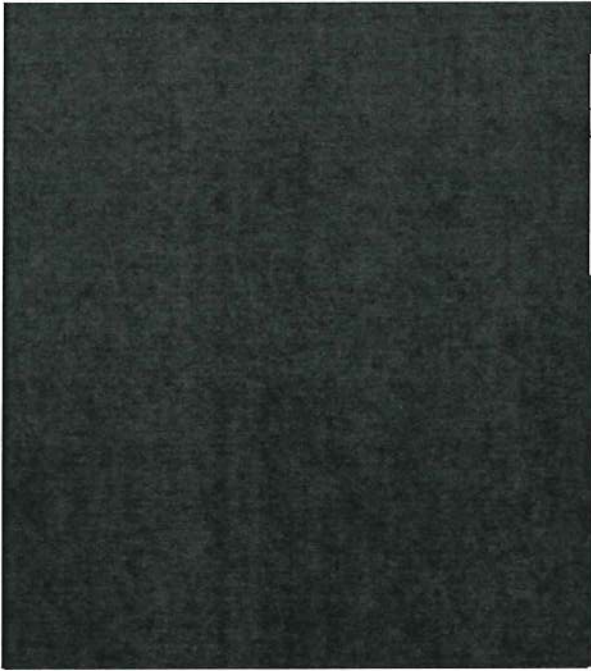
1.3.7 All pallets that have a Specialty Label applied must then have an Electronic Customer Label Indicator applied in order to receive the Application and Printing payment.

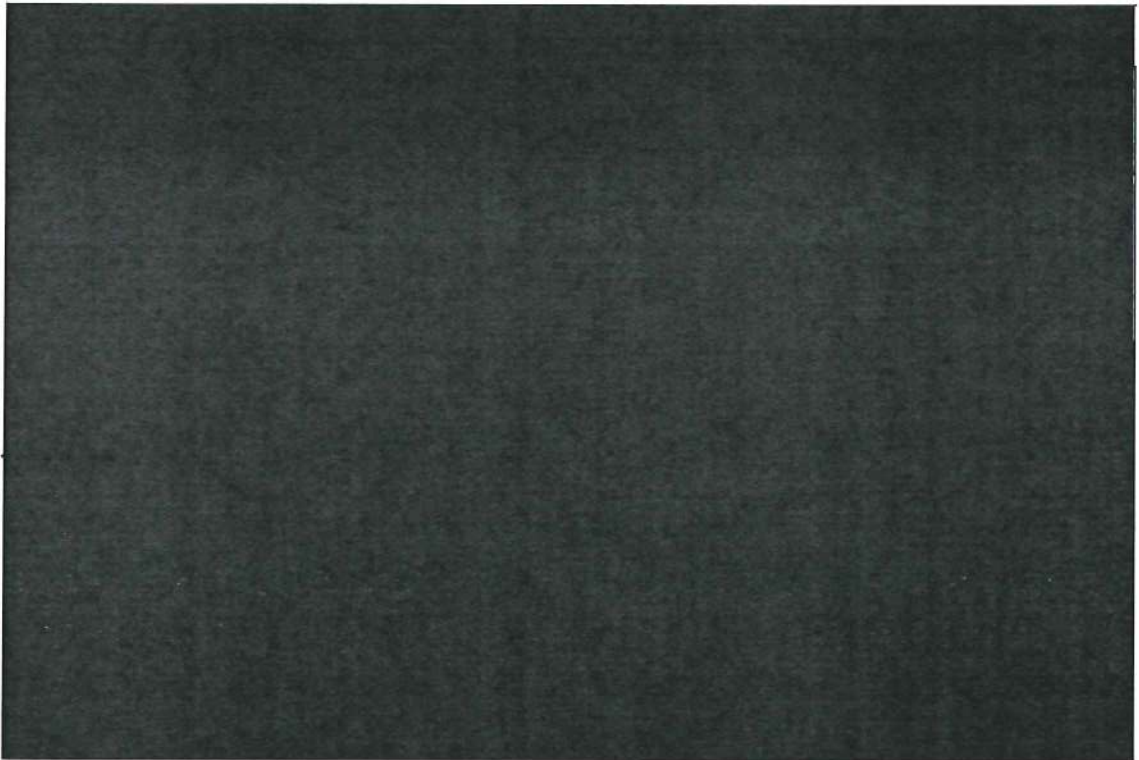
1.3.8 Zespri will make best endeavours to ensure that the Global Text specifies the Contractor to apply the Customer Label Indicator, however the Contractor must always refer to the Quality Manual when in doubt.

1.3.9 The Electronic Customer Label Indicators are set out below:

Country	Electronic Pack Label Indicator
Korea	'Z'
India	'I'
Malaysia	'M'
LIDL	'LD'
Brazil	'B'
Vietnam	'V'
Qatar	'Y'
Russia	'R'
Argentina	'A'

1.3.10 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.





1.4 EDI Data Change

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

1.6 Packaging Transfers

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.8 Labelling

[REDACTED]

1.9 Consolidation of Shared Containers

[REDACTED]

1.10 Transport Payment

[REDACTED]

2. **PAYMENT TERMS**

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.



**2017 Packing and Coolstorage of the
Pre-Commercial Varieties
SLA Number 29**

BACKGROUND

A limited volume of pre-commercial Kiwifruit ("Pre-Commercial Varieties") harvested from the pre-commercial cultivars trial program will be packed and coolstored in the 2017 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.

1. TERMS OF AGREEMENT

1.1 Pre-Commercial Varieties

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

[REDACTED]
[REDACTED]
[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]
[REDACTED]

1.2 2017 Supply Agreement and Supply Specifications

1.2.1 The 2017 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 8 V9 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 Plan, the Grade Standards (Appendix 4) and the Packaging Specifications (Appendix 5) in which all Pre-Commercial Varieties must be packed in accordance with.

1.5.2 The Contractor will liaise directly with the packaging supplier [REDACTED] to source New Green international trays at volumes as specified in the Packing Plan.

1.5.3 The Contractor will source any other packaging formats as required.

1.5.4 All packed Pre-Commercial Varieties are to be stored at one central coolstore (as opposed to storage at each individual packing site). The [REDACTED] Pre-Commercial Variety must be stored separately or with Zespri® Green Kiwifruit.

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]

[REDACTED]

[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 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 1.9 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. The initial requirements are set out in Appendix 4.

1.9 Other Services

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

1.10 Confidentiality

1.10.1 The information contained in this Agreement and the corresponding programme is confidential and subject to the limitations detailed below.

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

- (a) Use any confidential information that is provided except to provide services which facilitate the execution of the trial;
- (b) 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;
- (c) Publish or distribute confidential information, media images, or other information related to the Pre-Commercial Varieties currently under trial; or
- (d) Discuss, refer or publish any public statement directly or indirectly about the SLA and the contents to parties outside of the contract.
- (e) Remove or transport the fruit from the designated facility or provide to any third party.

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

Appendix 1: Indicative Volumes and Harvest Regions

[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]

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[REDACTED]



2017 Zespri® Gold3 and Hort 16A
Quality Withdrawal to week 27
SLA Number 30

BACKGROUND

The Contractor has identified grower lines that could be repacked prior to export and meet export standards in the short term but is likely to deteriorate rapidly post FOBS.

The management of the grower lines in-market will likely incur additional costs to the Pool greater than the value generated. In an attempt to mitigate additional Pool cost/risk, ZGL will utilise an alternative commercial mechanism to purchase this 'at risk' fruit line at a fixed point in time with the effect that this volume is removed from the exportable inventory.

Under this Agreement the grower lines will be subject to strict assessment criteria to determine the volume eligible for a reduced pool payment and the volume to be put to fruit loss.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the **2017 Supply Agreement** and the included Supply Specifications apply to this SLA:

(a) **Schedule 11:**

[REDACTED]

(ii) **B11 Invoices and Payments** is varied per clause 2.2 below.

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

(i) **Section B Service Costs**, clause B1.1 (a) "Pack Differential" is varied per clause 2.1.6 (d) and (b) "Time Rates" is varied per clause 2.1.1

(ii) **Section C3 Fruit Incentives** (c) "Supplier Accountability" is varied per clause 2.1.6(b) below;

- (iii) **Section C6** Service Costs Payment Timing for "Pack Diff" and "Time Rates" is varied per clause 2.2 below.

1.2 Assessment

- 1.2.1 In order to establish the Quality Removal Volume that is to be removed from inventory ZGL will carry out a Quality Assessment of the nominated grower lines at the Contractors facility, the process of which is set out in **Appendix 1**. This assessment is to establish the percentage of a line that meets export standards. ZIL must be advised 48 hours prior to the assessment commencing and may elect to have a representative present for some or all of the assessment process.
- 1.2.2 Only lines that could be repacked to reach export standards are eligible for this SLA. Lines that would fail to meet export standards after repacking must be removed from inventory as contractor liable fruit loss.
- 1.2.3 The Contractor will notify ZGL of the Quality Assessment results by providing the "Quality withdrawal assessment spreadsheet" per appendix 3 via email to the applicable Zespri QA and [REDACTED]. The results will be reviewed by Zespri and, following agreement between ZGL and the Contractor, the Quality Removal Volume will be finalised in writing.
- 1.2.4 For the avoidance of doubt the acceptance of a grower line prior to, during, or following the Quality Assessment as eligible to participate in this Agreement is at ZGL's sole discretion.

1.3 EDI and Disposal Process

[REDACTED]

1.4 Duration of SLA

- 1.4.1 The duration and commercial terms of this SLA are applicable to the end of ISO week 27 but may be changed at ZGL's discretion.

2. PAYMENT TERMS

2.1 Time Rates

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2 Invoices and Payments

- 2.2.1 ZGL will deduct the costs forgone, as detailed in clause 2.1.5 above, off fruit and service payments at the conclusion of the programme.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**2017 Zespri® Green & Sweet Green
Quality Withdrawal to week 31
SLA Number 31**

BACKGROUND

The Contractor has identified grower lines that could be repacked prior to export and meet export standards in the short term but is likely to deteriorate rapidly post FOBS.

The management of the grower lines in-market will likely incur additional costs to the Pool greater than the value generated. In an attempt to mitigate additional Pool cost/risk, ZGL will utilise an alternative commercial mechanism to purchase this 'at risk' fruit line at a fixed point in time with the effect that this volume is removed from the exportable inventory.

Under this Agreement the grower lines will be subject to strict assessment criteria to determine the volume eligible for a reduced pool payment and the volume to be put to fruit loss.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the **2017 Supply Agreement** and the included Supply Specifications apply to this SLA:

(a) **Schedule 11:**



(ii) **B11 Invoices and Payments** is varied per clause 2.2 below.

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

(i) **Section B Service Costs**, clause B1.1 (a) "Pack Differential" is varied per clause 2.1.6 (d) and (b) "Time Rates" is varied per clause 2.1.1

(ii) **Section C3 Fruit Incentives** (c) "Supplier Accountability" is varied per clause 2.1.6(b) below;

- (iii) **Section C6 Service Costs Payment Timing for "Pack Diff" and "Time Rates"** is varied per clause 2.2 below.

1.2 Assessment

- 1.2.1 In order to establish the Quality Removal Volume that is to be removed from inventory ZGL will carry out a Quality Assessment of the nominated grower lines at the Contractors facility, the process of which is set out in **Appendix 1**. This assessment is to establish the percentage of a line that meets export standards. ZIL must be advised 48 hours prior to the assessment commencing and may elect to have a representative present for some or all of the assessment process.
- 1.2.2 Only lines that could be repacked to reach export standards are eligible for this SLA. Lines that would fail to meet export standards after repacking must be removed from inventory as contractor liable fruit loss.
- 1.2.3 The Contractor will notify ZGL of the Quality Assessment results by providing the "Quality withdrawal assessment spreadsheet" per appendix 3 via email to the applicable Zespri QA and [REDACTED]. The results will be reviewed by Zespri and, following agreement between ZGL and the Contractor, the Quality Removal Volume will be finalised in writing.
- 1.2.4 For the avoidance of doubt the acceptance of a grower line prior to, during, or following the Quality Assessment as eligible to participate in this Agreement is at ZGL's sole discretion.

1.3 EDI and Disposal Process

[REDACTED]

1.4 Duration of SLA

- 1.4.1 The duration and commercial terms of this SLA are applicable to the end of ISO week 31 but may be changed at ZGL's discretion.

2. PAYMENT TERMS

2.1 Time Rates

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2 Invoices and Payments

- 2.2.1 ZGL will deduct the costs forgone, as detailed in clause 2.1 above, off fruit and service payments at the conclusion of the programme.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2017 Zespri® Organic Green & SunGold to Mexico

SLA Number 32

BACKGROUND

An opportunity has arisen to supply Zespri® Organic Green and Zespri® Organic Sungold Kiwifruit ("Kiwifruit") that meets certain specifications to Mexico for the 2017 season.

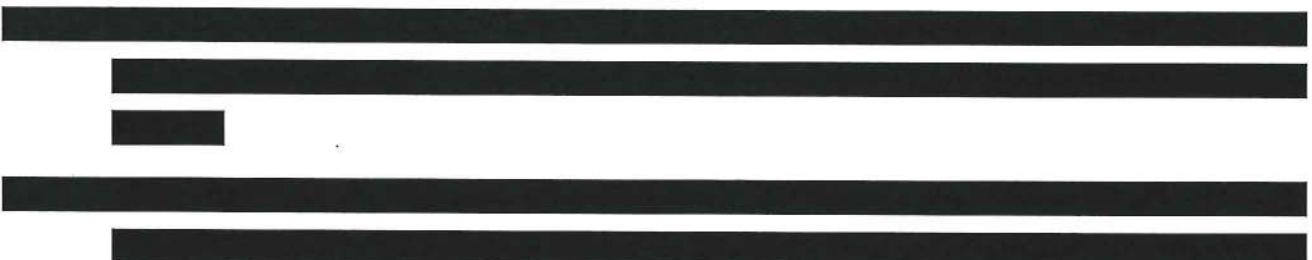
1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 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 and estimated phasing ("Programme Specifications") once final sales commitments are decided.
- 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 in **Appendix 1**.
- 1.2.3 If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.
- 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 1.3**; and
 - (b) the Contractor's latest advised Programme Specifications.



[REDACTED]

1.3 **Packaging Specifications**

1.3.1 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.

2. **PAYMENT TERMS**

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2017 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 in the following month.





2017 Zespri® SunGold CA pre-sized trial

SLA Number 33

BACKGROUND

ZGL intends to undertake a small Zespri® SunGold Kiwifruit (“Kiwifruit”) CA pre-sizing trial for the 2017 season.

Undertaking this trial will enable Zespri to:

- Understand the weight profile of the fruit when packed from bins and finally packed into export packs.
- Provide storage results post CA.

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

The **2017 Supply Agreement** and the included Supply Specifications terms and conditions apply to this SLA.

1.2 Volumes

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 Data Collection

1.3.1 The Contractor must keep up to date records of all sampling results and make these available to Zespri.

1.3.2 The Contractor is to share fresh weight data on what the fruit weighed at time of pre-sizing and at time of final packing into export boxes.

1.3.3 The supplier by participating in this trial gives consent for any resulting data and information to be shared with the industry.

2. PAYMENT TERMS

1.1 Additional Payment Terms

1.1.1 In addition to the payment terms in the **2017 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

[REDACTED]

1.2 Invoices and Payments

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

1.2.2 ZGL will make payment to the Contractor in the following month.



2017 Zespri® [REDACTED]

SLA Number 34

BACKGROUND

ZGL intends to undertake a [REDACTED] for the 2017 season. [REDACTED]
[REDACTED] The intention is that the majority of the fruit supplied under this SLA will be shipped to the [REDACTED].

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

The 2017 Supply Agreement and the included Supply Specifications terms and conditions apply to this SLA.

1.2 Volumes

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

1.3 EDI Requirement

1.3.1 All Kiwifruit supplied must have a trial packaging indicator "3" applied to all pallets.

[REDACTED]
[REDACTED]
[REDACTED]

1.4 Data Collection

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

1.5 In-Market Assessment

- 1.5.1 In order to capture data ZGL will arrange for an in-market assessment to be carried out in-market upon container devanning to assess the Kiwifruit outturn.
- 1.5.2 The assessment will including testing the Kiwifruit for firmness and defects.
- 1.5.3 For avoidance of doubt volume in this SLA is not exempt from Supplier Accountability.

2. PAYMENT TERMS

2.0 Additional Payment Terms

- 2.0.1 In addition to the payment terms in the 2017 Supply Agreement, ZGL will pay to the Contractor:

[REDACTED]

[REDACTED]

[REDACTED]

2.1 Invoices and Payments

- 2.1.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the additional payment terms detailed above at the conclusion of the programme.
- 2.1.2 ZGL will make payment to the Contractor prior to 31st March 2018.



2017 NSS Class 1 Green [REDACTED]
[REDACTED]

SLA Number 35

BACKGROUND

The opportunity exists to supply [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1. TERMS OF AGREEMENT

1.1. 2017 Supply Agreement and Supply Specifications

1.1.1. Except as set out below, all provisions of the 2017 Supply Agreement and the included Supply Specifications apply to this SLA:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Pricing and Payment Manual:

(i) Section A Fruit Incentives clauses A2.11(a) - A2.11(b) does not apply;

(ii) Section C3 Payment of Fruit Incentives clauses C3.2(a) – C3.2(b) does not apply.

1.2. Volume

[REDACTED]

[REDACTED]

1.2.2. All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with the Packaging Specifications below at **clause 1.3**; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3. Packaging Specifications

[REDACTED]

1.3.2. All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator "L".

1.3.3. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 1**.

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.

1.4. EDI Requirements

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

1.5. Grade Standards

1.5.1. Fruit will be packed to the Zespri Class 1 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

1.6. Controlled Atmosphere and Bulk Store Packing

1.6.1. Submit of fruit into CA and/or BS is not permitted due to the phasing and planning constraints of this programme.

2. PAYMENT TERMS

2.1. Total Fruit & Service Payments

[REDACTED]

2.2. Generic Services

[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]

[REDACTED]

[REDACTED]

[REDACTED]



2017 Late SunGold Trial Shipment

SLA number 36

BACKGROUND

ZGL intends to undertake a late trial exporting Zespri® SunGold Kiwifruit (“Kiwifruit”) in weeks 40 to 41 to [REDACTED]. This trial is an effort to research the full potential marketing window for SunGold by examining the following:

- The logistical challenges and management required around procurement and export of late volumes from disparate supply regions
- The Taste, Fruit Firmness and Overall Quality profile of SunGold late
- Lines that have been harvested and/or cooled in a manner to minimise the risk of SBD (ideal lines for this trial will come from suppliers who have identified lines as being very low risk of developing SBD and they wish to confirm their management has been able to deliver this result)

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

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the 2017 Supply Agreement and the included Supply Specifications apply to this SLA:

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

1.2 Volumes

1.2.1 The orders will be allocated as follows:

■ [REDACTED]

1.2.2 The contracted volumes are set out in **Appendix 1**.

1.2.3 An Expression of Interest ('EOI') has been circulated to the industry in which Suppliers have nominated volume based on a set of criteria set by ZGL. ZGL will make the selection from this nominated Kiwifruit and will send out orders to the Contractor for the Contracted Volume by week 33.

1.3 **Packaging Specifications**

1.3.1 All Kiwifruit supplied under this Agreement must be packed in accordance with the packing specifications set out below.

1.3.2 All Kiwifruit supplied must:

- (a) have an electronic pack indicator 'S' applied in the data; and
- (b) have a pallet visual indicator of 'S' applied.

1.4 **Criteria**

ZGL will work with Contractors to select the optimal inventory for the Trial. No lines with any evidence of SBD at the time of selection for inclusion in this trial will be eligible.

1.5 **In-Market Assessment**

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

1.5.2 The assessment will including testing the Kiwifruit for firmness and defects.

1.5.3 For avoidance of doubt volume in this SLA is [REDACTED]

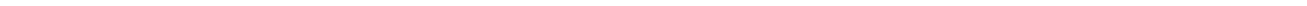
2. **PAYMENT TERMS**

2.0 **SBD Fruit Assessment**

■ [REDACTED]
[REDACTED]
[REDACTED]

2.1 **Outturn payment foregone**

■ [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]

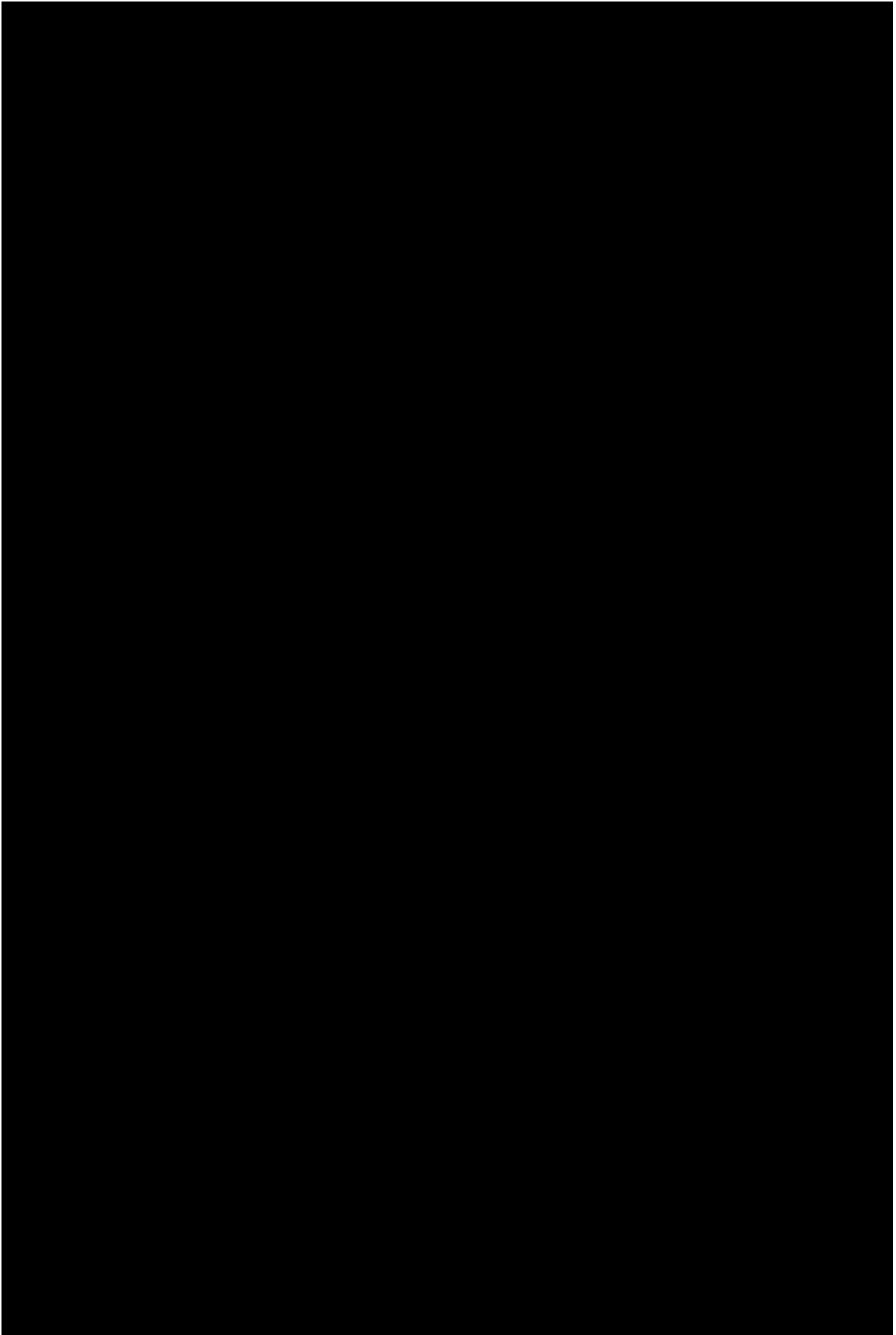
■ [Redacted]

[Redacted]

■ [Redacted]

■ [Redacted]

[Redacted]





2017 [REDACTED]

SLA Number 37

BACKGROUND

This is a Supplier initiated SLA to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1. TERMS OF AGREEMENT

1.1 2017 Supply Agreement

1.1.1 The 2017 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

(a) **Pricing and payments manual** the following clauses do not apply

(i) Services costs clause B1 and C6

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

1.2 Contracted Volume

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

1.3 Packaging, packing and palletisation Specifications

1.3.1 The volume packed in NZ is to be packed [REDACTED]
[REDACTED]

- 1.3.2 The Contractor agrees to adhere to the packing and palletisation specification in Appendix 1 for all Kiwifruit supplied under this Agreement.
- 1.3.3 The volume to be packed out in [REDACTED] will be packed out to order and must adhere to the same packing and palletisation specifications as outlined in the ZIL Quality Manual.

1.4 **Grade Standards**

- 1.4.1 The fruit packed out from [REDACTED] must meet the NZ Class 1 grade standard per the ZIL Quality Manual.
- 1.4.2 As this fruit is being packed in market the fruit can be packed to the NZ CA weight bands.
- 1.4.3 The only exception to the ZIL Quality Manual is that the fruit firmness at time of packing can be [REDACTED] versus the normal NZ standard of 1.0kgf. The reason for this change is that the arrival specification [REDACTED], hence this exception is to match the arrival kgf standard.
- 1.4.4 ZGL at its discretion may have a representative in [REDACTED] at time of packing out the fruit.

1.5 **Insurance**

- 1.5.1 The Contractor agrees to ensure the [REDACTED] packhouse and coolstore facility holds the equivalent of [REDACTED] as per Schedule 10 clause 6 of the 2017 Supply Agreement.
- 1.5.2 If the Contractor does not ensure the appropriate insurance is in place, the Contractor accepts all liability for any fruit lost at [REDACTED]

1.6 **Reporting requirements**

- 1.6.1 The Contractor will provide ZGL with the following information (by Grower and pallet number) once the fruit is packed out in [REDACTED]
 - (a) Class 1 pack out volume and the number of pallets available for ordering.
 - (b) Volume of waste fruit and where this fruit has been disposed.

[REDACTED]

1.7.1 The fruit will be ordered in the MB pack type.

[REDACTED]

- 1.7.3 If the fruit is softening upon mutual agreement between the ZGL and the Contractor the order can be placed earlier than clause 1.8.2 above.

[REDACTED]

1.8 **Supplier Accountability sampling**

- 1.8.1 The sampling for Supplier Accountability will be performed at [REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 Pack Differential

[REDACTED]

2.2 Time payments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.4 Additional Costs

[REDACTED]

[REDACTED]

[REDACTED]

2.5 Fruit loss

[REDACTED]

[REDACTED]

2.6 **Invoices and Payments**

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

2.6.2 ZGL will make payment to the Contractor in the following month.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]