



BACKGROUND AND PURPOSE

- A. ZGL is seeking to supply:
 - (i) Brazil, Mexico, South Africa, Korea and Collaborative Markets with programmed volumes of GA2CK Class 2 SunGold sizes 18-39 packed and labelled as Zespri Vita SunGold Kiwifruit for the 2023 season.
- B. This SLA was initiated by ZGL via an expression of interest.

1. TERMS OF AGREEMENT

1.1. 2023 Supply Agreement

1.1.1. The 2023 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]

(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** Progress Payments is varied per **clause 2.2** below;
- (v) **Section C6** Payment for Service Costs is varied per **clause 2.4** below.

1.2. Contracted Volume

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

■ [REDACTED]

1.2.2. Where first or second round EOI volumes exceed demand then allocated volumes will be determined by Registered Suppliers 2023 season GA1CK gross submit share **along with a proportional volume on top of their industry share.**

1.2.3. The Registered Suppliers volume by pack and size (Programme Specifications) will be advised by March 2023 following publication of the March Departure Forecast, this volume will be communicated by ZGL to the Registered Supplier via email.

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

1.2.5. The most recent programme agreed by the Registered Supplier 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 Registered Supplier 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]

1.3. Fruit and Shipping Requirements

1.3.1. ZGL will only accept full pallets.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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 Registered Supplier for the purposes of this Agreement.

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

1.5. EDI Requirements

[REDACTED]

[REDACTED]

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

1.6. Grade Standards

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

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

[REDACTED]

1.7. DIFOTIS Premiums and Penalties

[REDACTED]

1.8. In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

1.9. Accountability Periods

[REDACTED]

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

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

2.1.1. All Zespri Class 2 supplied by the Registered Supplier 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 Registered Supplier for all NSS supplied under this Agreement as early as practicably possible.

2.2.2. Payments are subject to ZGL having sufficient funds.

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

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

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

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 Registered Supplier 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 Registered Supplier in relation to that Zespri Class 2.

[REDACTED]

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

2.4. Service Payments

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

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

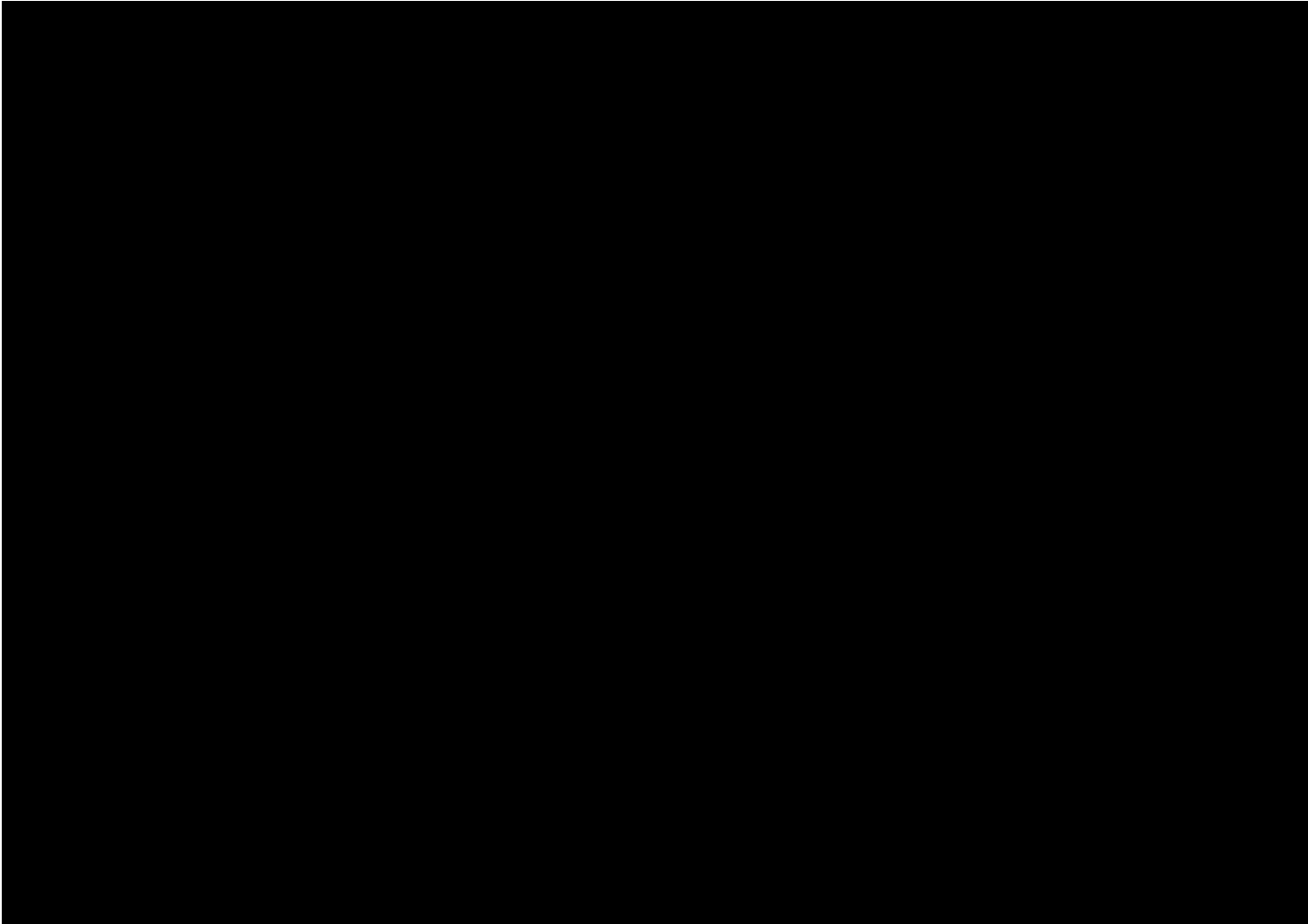
2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual)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

2.4.4. **Generic Services:** Zespri Class 2 supplied under this Agreement will qualify for payment under the 2023 Generic Services SLA.

Appendix 1: Sampling Procedure

[REDACTED]

- 1 [REDACTED]**
- 2 [REDACTED]**
- 3 [REDACTED]**
- 4 [REDACTED]**
- 5 [REDACTED]**
 - [REDACTED]**
 - [REDACTED]**
 - [REDACTED]**
 - [REDACTED]**
 - [REDACTED]**
- 6 [REDACTED]**
- 7 [REDACTED]**
- 8 [REDACTED]**



Appendix 2: Zespri Vita 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 3: Pack and Label Requirements



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

- (i) **Section B** Service Costs **clause B1.1(b)** is varied as per **clause 2.1** 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** Progress Payments is varied per **clause 2.2** below;
- (v) **Section C6** Payment for Service Costs is varied per **clause 2.3** below.

1.2 Contracted Volume

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Registered Supplier by pack, market and size (Programme Specifications as set out in **Appendix 1**), this volume will be communicated by ZGL to the Registered Supplier via email.
- 1.2.2 The Registered Supplier's allocation will be advised in March 2023 following publication of the March Departure Forecast, this allocation will be communicated by ZGL to the Registered Supplier via email.
- 1.2.3 In the event of changes to this programme ZGL shall advise the Registered Supplier and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the Allocations confirmed by ZGL.
- 1.2.4 The most recent programme agreed by the Registered Supplier and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.5 All Kiwifruit supplied under this agreement by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.5**; and
 - (b) the Registered Supplier's latest advised programme specifications.

█ [REDACTED]

█ [REDACTED]

1.3 Fruit and Shipping Requirements

- 1.3.1 ZGL will only accept full pallets.

█ [REDACTED]

1.4 Supplying OK Korea Pallets from Non-Zespri Inventory

1.4.1 All [Supplier Own Brand] pallets initially entered into the [Supplier Own Brand] system with [Supplier Own Brand] EAN labels and pallet card.

(a) When the product is identified as OK Korea:

- (i) Pallets are removed from [Supplier Own Brand] system and entered into the Zespri system
- (ii) Zespri [Supplier Own Brand] materials
- (iii) Class 2 / Brand 4 and 5
- (iv) A Zespri pallet card is applied
- (v) Zespri [Supplier Own Brand] EAN labels are applied directly over the original [Supplier Own Brand] labels on all packs at the same time as the Korean labels are applied
- (vi) Zespri maintains traceability at a pack level

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

1.5 Packaging Specifications

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

1.5.2 All Kiwifruit supplied by the Registered Supplier for the Zespri Vita brand under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 2**.

1.6 EDI Requirements

█ [REDACTED]

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

1.7 Grade Standards

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

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

█ [REDACTED]

█ [REDACTED]

1.8 **Maturity Standards**

█ [Redacted text block]

█ [Redacted text block]

█ [Redacted text block]

1.9 **DIFOTIS Premiums and Penalties**

█ [Redacted text block]

1.10 **In-market Sampling and Outturn Liability**

█ [Redacted text block]

█ [Redacted text block]

- █ [Redacted bullet point]
- █ [Redacted bullet point]
- █ [Redacted bullet point]
- █ [Redacted bullet point]
- █ [Redacted bullet point]
- █ [Redacted bullet point]

█ [Redacted text block]

█ [Redacted text block]

1.11 **Accountability Periods**

█ [Redacted text block]

- █ [Redacted bullet point]
- █ [Redacted bullet point]

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

2. PAYMENT TERMS

2.1 FOBS Fruit Payment

- 2.1.1 All ZGL Class 2 supplied by the Registered Supplier 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 Payment

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

2.3 Service Payment (if applicable)

- 2.3.1 **Pack Differentials:** ZGL will make a Pack Differential payment to the Registered Supplier 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**.
- 2.3.2 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.
- 2.3.3 **Generic Services:** Zespri Class 2 supplied under this Agreement will qualify for payment under the **2023 Generic Services SLA, Clause A5**.

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

2.4 **Final Payment**

2.4.1 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 Registered Supplier under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.6.1** above;
- (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Registered Supplier in relation to that Zespri Class 2.

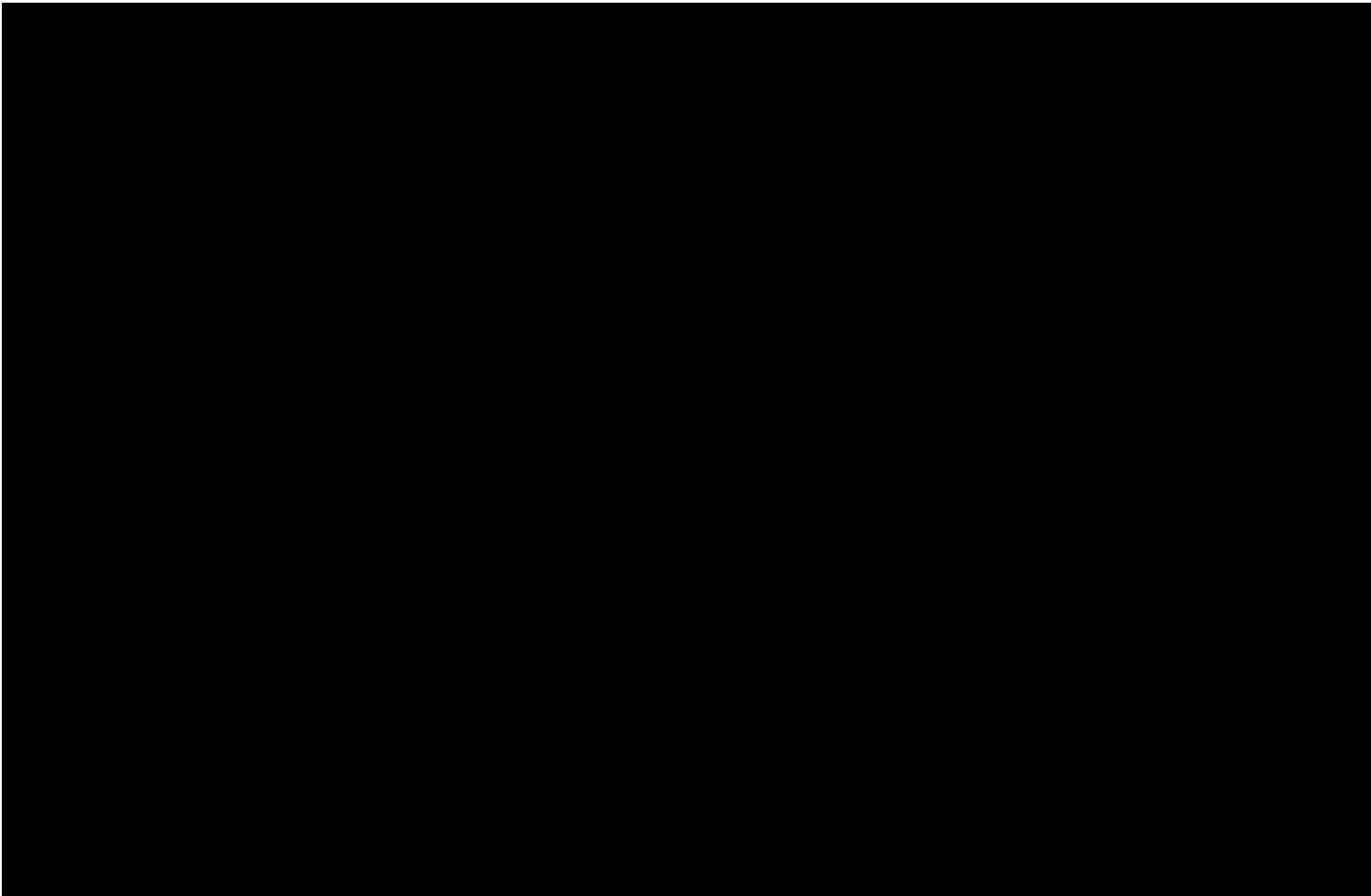
[REDACTED]

2.4.3 Quality costs assessed within the accountability period will be deducted from the amount paid to the Registered Supplier.

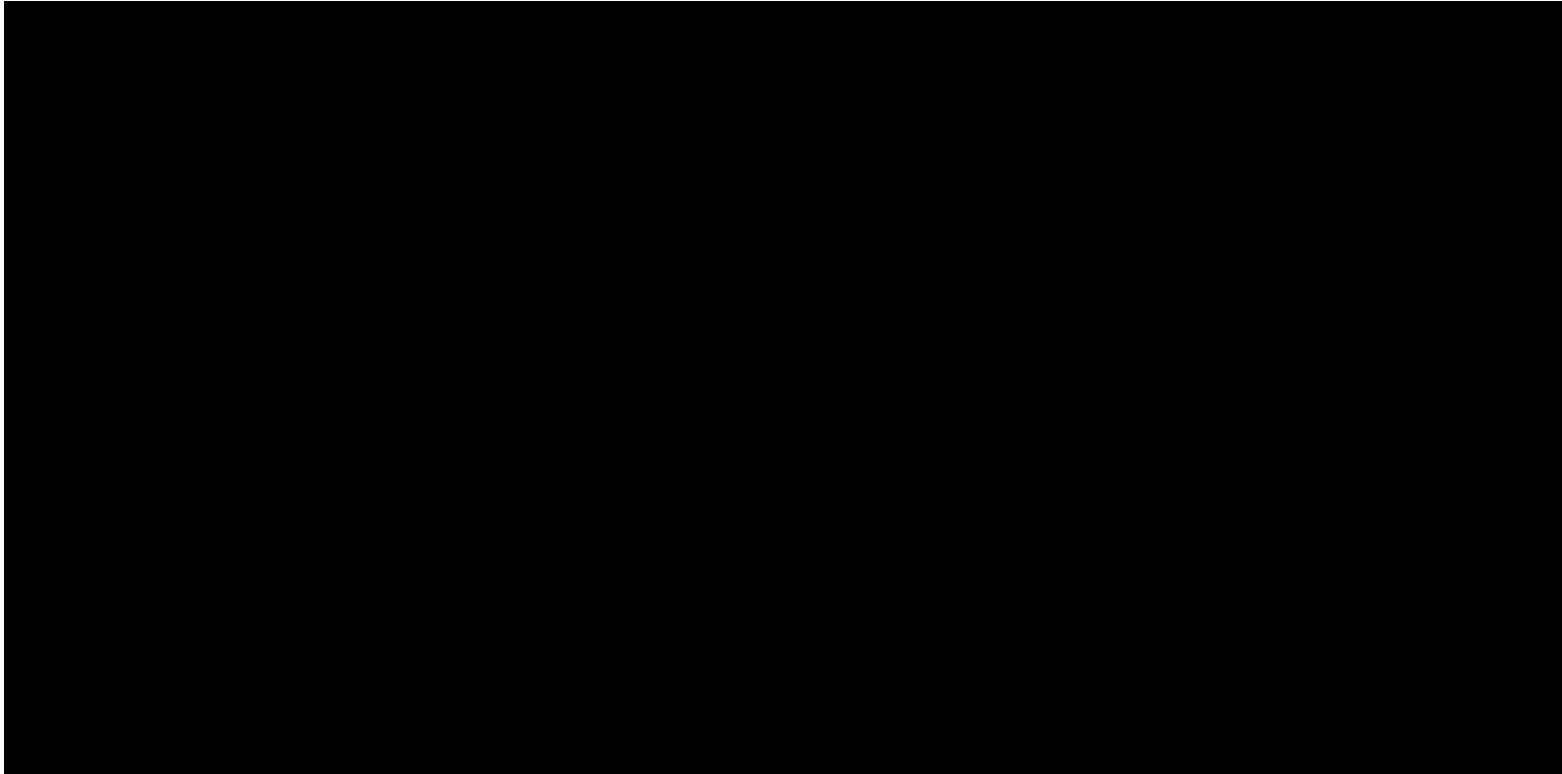
Appendix 1: Sampling Procedure

[REDACTED]

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



Appendix 2: Pack and Label Requirements





BACKGROUND AND PURPOSE

- A. ZGL is seeking to supply:
 - i. Europe and the Middle East with programmed volumes of Zespri Vita Class 2 Green Organic sizes 22-42 for the 2023 season.
- B. This SLA was initiated by ZGL via an expression of interest.

1. TERMS OF AGREEMENT

1.1. 2023 Supply Agreement

1.1.1. The 2023 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]

(b) **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** Progress Payments is varied per **clause 2.2** below;
- (v) **Section C6** Payment for Service Costs 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 Registered Supplier by pack, market and size (Programme Specifications), this volume will be communicated by Zespri to the Registered Supplier via email.
- 1.2.2. In the event of changes to this programme ZGL shall advise the Registered Supplier and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations confirmed by ZGL.
- 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 Registered Supplier's latest advised programme specifications.

[REDACTED]

1.3. Fruit and Shipping Requirements

- 1.3.1. ZGL will only accept full pallets.

[REDACTED]

[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 Registered Supplier for the purposes of this Agreement.

1.5. EDI Requirements

[REDACTED]

[REDACTED]

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

1.6. Grade Standards

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

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

[REDACTED]

1.7. DIFOTIS Premiums and Penalties

[REDACTED]

1.8. In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.9. Accountability Period

[REDACTED]

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

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

2.3. Final Payment

- 2.3.1. The final payment for Kiwifruit supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:
- (a) The final price for all the Kiwifruit purchased by ZGL from the Registered Supplier 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 Registered Supplier in relation to that Kiwifruit.

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

2.4. Service Payments

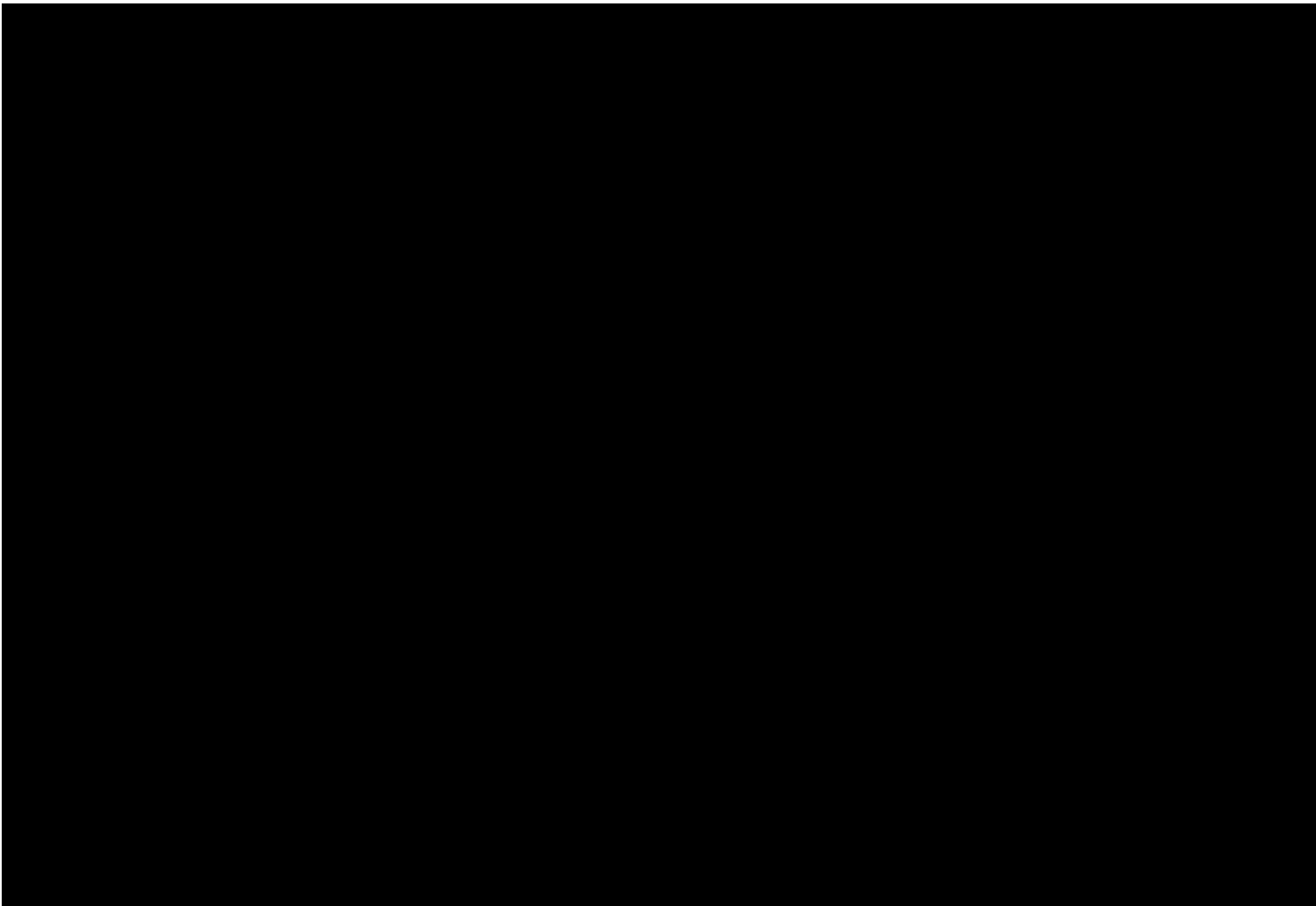
- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Registered Supplier for all Kiwifruit supplied at FOBS under this Agreement based on the table set out in **Appendix 1** of the **Pricing and Payment Manual**.
- 2.4.2. **Time Rates:** ZGL will make a Time Payment to the Registered Supplier for all Kiwifruit supplied FOBS under this Agreement to ZGL as per **Appendix 2**.

- 2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.
- 2.4.4. **Generic Services:** Kiwifruit supplied under this Agreement will qualify for payment under the 2023 Generic Services SLA.

Appendix 1: Sampling Procedure

[REDACTED]

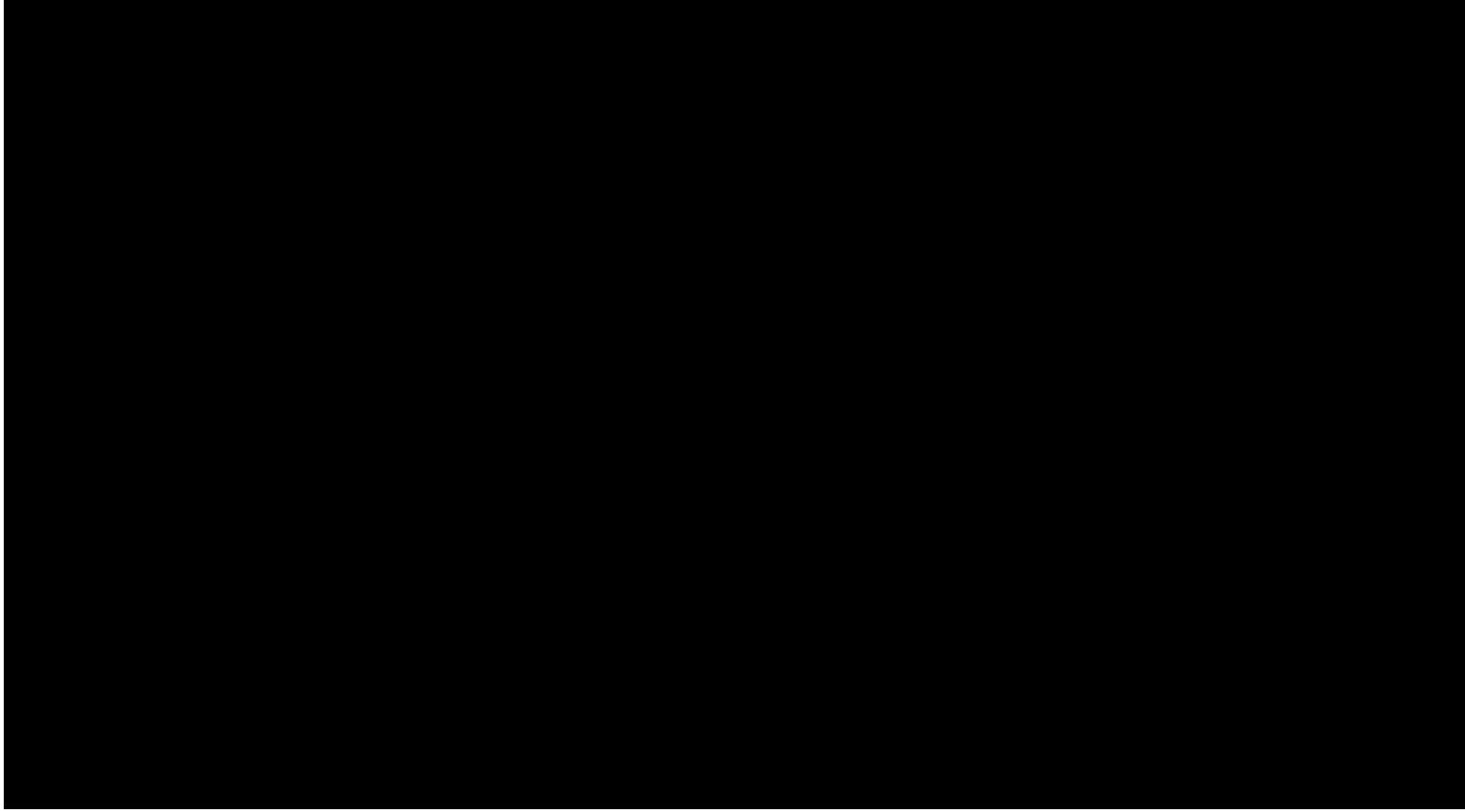
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
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 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Appendix 2: HW2OB Kiwifruit 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

Appendix 3: Pack and Label Requirements



■ [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 Progress Payments clause C4** is varied per **clause 2.4** below;
- (v) **Section C6 Payment for Service Costs** is varied per **clause 2.6** below.

1.2. Contracted Volume

1.2.1. If the programme has supply volumes that are surplus to requirement ZGL will pro-rata the demand volume between Registered Suppliers who have expressed an interest to participate into this SLA based on April estimate shares.

1.2.2. NSS Kiwifruit volume from Kiwistart maturity criteria's will be accepted at ZGL's discretion in accordance with the volumes in 1.2.1.

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

- (a) the Packaging Specifications below at **clause 1.4**; and
- (b) the Programme Specifications set out in the Registered Supplier's Packaging Plan.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

1.3. Fruit and Shipping Requirements

1.3.1. ZGL will only accept full pallets of Kiwifruit.

[REDACTED]

[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 Registered Supplier for the purposes of this Agreement.

1.4.2. All Kiwifruit supplied by the Registered Supplier under this Agreement must be packed in accordance with the pack and label requirements set out in **Pack / Label Matrix 2023**.

1.5. EDI Requirements

[REDACTED]

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

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

1.6. DIFOTIS Premiums and Penalties

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

- 2.1.1. All Kiwifruit supplied by the Registered Supplier 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.
- 2.1.2. 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 Registered Supplier for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2. Payments are subject to ZGL having sufficient funds.
- 2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.3.1** above. For clarity progress payments will not be paid on submitted trays.

2.3. Final Payment

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

2.4. Service Payments

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Registered Supplier 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 **2023 Supply Agreement**.
- 2.4.2. **Time Rates:** ZGL will make a Time Payment to the Registered Supplier for all Kiwifruit supplied FOBS under this Agreement to ZGL as per **Appendix 1**.
- 2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after

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

2.4.4. **Generic Services:** Kiwifruit supplied under this SLA will qualify for payment under the **2023 Generic Services SLA**.

Appendix 1: Time Rates

Week	GACK	GACK	GAOB
	Size Group 14	Size Group 39	Size Group 39
22	\$0.2845	\$0.2204	\$0.2403
23	\$0.4011	\$0.2738	\$0.3021
24	\$0.6024	\$0.3617	\$0.4065
25	\$0.9058	\$0.4866	\$0.5748
26	\$1.3551	\$0.7059	\$0.9003
27	\$1.7956	\$0.9152	\$1.3151
28	\$2.1562	\$1.0924	\$1.7947
29	\$2.4247	\$1.2366	\$2.2857
30	\$2.6307	\$1.3593	\$2.7304
31	\$2.9454	\$1.4822	\$3.2532
32	\$3.3311	\$1.6143	\$3.7885
33	\$3.7850	\$1.7663	\$4.2986
34	\$4.3558	\$1.9524	\$4.8044
35	\$5.0975	\$2.1838	\$5.3313
36	\$6.0547	\$2.4623	\$5.9037
37	\$7.4449	\$2.9807	\$6.7310
38	\$8.8361	\$3.3228	\$7.4724
39	\$10.3169	\$3.6430	\$8.3194
40	\$11.7784	\$3.9260	\$9.2883
41	\$13.2317	\$4.2642	\$10.5052
42	\$14.4187	\$4.4433	\$11.7198
43	\$15.4769	\$4.6072	\$13.0080
44	\$16.4241	\$4.7584	\$14.3151
45	\$17.2861	\$4.9001	\$15.5870
46			
47			
48			
49			
50			

■ [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** Progress Payments **clause C4** is varied per **clause 2.4** below;
- (v) **Section C6** Payment for Service Costs is varied per **clause 2.6** below.

1.2. Contracted Volume

- 1.2.1. If the programme has supply volumes that are surplus to requirement ZGL will pro-rata the demand volume between Registered Suppliers who have expressed an interest to participate into this SLA based on April estimate shares.
- 1.2.2. NSS Kiwifruit volume from Kiwistart maturity criteria's will be accepted at ZGL's discretion in accordance with the volumes in 1.2.1.
- 1.2.3. All NSS Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Programme Specifications set out in the Registered Supplier's Packaging Plan.

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

1.3. Fruit and Shipping Requirements

- 1.3.1. ZGL will only accept full pallets of Kiwifruit.

[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 Registered Supplier for the purposes of this Agreement.

1.4.2. All Kiwifruit supplied by the Registered Supplier under this Agreement must be packed in accordance with the pack and label requirements set out in **Pack / Label Matrix 2023**

1.5. EDI Requirements

[REDACTED]

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

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

1.6. DIFOTIS Premiums and Penalties

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

2.1.1. All Kiwifruit supplied by the Registered Supplier 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.

2.1.2. 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 Registered Supplier for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2. Payments are subject to ZGL having sufficient funds.
- 2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.3.1** above. For clarity progress payments will not be paid on submitted trays.

2.3. Final Payment

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

2.4. Service Payments

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Registered Supplier 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 **2023 Supply Agreement**.
- 2.4.2. **Time Rates:** ZGL will make a Time Payment to the Registered Supplier for all Kiwifruit supplied FOBS under this Agreement to ZGL as per **Appendix 1**.
- 2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.
- 2.4.4. **Generic Services:** Kiwifruit supplied under this SLA will qualify for payment under the **2023 Generic Services SLA**.

Appendix 1: Time Rates

Week	HWCK	HWOB
	Size Group 46	Size Group 46
22		
23		
24		
25	\$ 0.1848	\$ 0.2750
26	\$ 0.2892	\$ 0.3791
27	\$ 0.4242	\$ 0.4990
28	\$ 0.5874	\$ 0.6416
29	\$ 0.7516	\$ 0.8089
30	\$ 0.8920	\$ 0.9927
31	\$ 1.0098	\$ 1.1859
32	\$ 1.1195	\$ 1.3947
33	\$ 1.2547	\$ 1.6869
34	\$ 1.4212	\$ 2.0715
35	\$ 1.6309	\$ 2.5596
36	\$ 1.9068	\$ 3.1778
37	\$ 2.2795	\$ 3.9499
38	\$ 2.7857	\$ 4.8947
39	\$ 3.4642	\$ 6.0283
40	\$ 4.5340	\$ 7.6237
41	\$ 5.6803	\$ 9.2321
42	\$ 7.0484	\$11.0529
43	\$ 8.6021	\$13.1805
44	\$10.4274	\$15.8449
45	\$12.0696	\$18.7520
46	\$13.6737	\$22.0581
47	\$15.1704	\$25.7459
48	\$16.5259	\$29.7769
49	\$17.7366	\$34.0935
50	\$18.8172	\$38.6229



2023 RS1CK

Zespri RubyRed Non Standard Supply Size 46's

SLA A6

BACKGROUND AND PURPOSE

- A. ZGL is seeking to supply:
 - i. China, Japan and Singapore with programmed volumes of Zespri RubyRed Conventional size 46 for the 2023 Season.
- B. This SLA was initiated by ZGL via an expression of interest.

1. TERMS OF AGREEMENT

1.1. 2023 Supply Agreement

1.1.1. The 2023 Supply Agreement terms and conditions apply except where they are varied or excluded below:

- [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 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 Progress Payments** is varied per **clause 2.2** below;
- (v) **Section C6 Payment for Service Costs** is varied per **clause 2.4** below; and

(vi) **Appendix 8 Order & Supply Non-Conformance Premiums & Penalties** does not apply.

1.2. Contracted Volume

1.2.1. If the programme has supply volumes that are surplus to requirement ZGL will pro-rata the demand volume between Registered Suppliers who have expressed an interest to participate into this SLA based on March estimate shares.

1.2.2. All NSS Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:

- (a) the Packaging Specifications below at **clause 1.4**; and
- (b) the Programme Specifications set out in the Contractors Packaging Plan.

[REDACTED]

[REDACTED]

1.3. Fruit and Shipping Requirements

1.3.1. All Kiwifruit must have suitable market access for shipping to the regions of China (CN) or Japan (JP) or Singapore (SG).

[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 Registered Supplier for the purposes of this Agreement.

1.5. EDI Requirements

[REDACTED]

[REDACTED]

[REDACTED]

1.6. Grade Standards

- 1.6.1. All Kiwifruit volumes will be packed to the Zespri Class 2 Standard in accordance with the Grade standard section of the **ZIL Quality Manual**.
- 1.6.2. Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

2. **PAYMENT TERMS**

2.1. FOBS Fruit Payment

- 2.1.1. All Kiwifruit supplied by the Registered Supplier 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.
- 2.1.2. 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 Registered Supplier for all NSS supplied under this Agreement as early as practicably possible.
- 2.2.2. Payments are subject to ZGL having sufficient funds.
- 2.2.3. Progress payments will be made on all Kiwifruit whose delivery to FOBS has been confirmed on, or before midnight, of the last Sunday of the preceding month of payment per **clause 2.2.1** above. For clarity progress payments will not be paid on submitted trays.

2.3 Final Payment

- 2.3.1. The final payment for Kiwifruit supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:
 - (a) The final price for all the Kiwifruit purchased by ZGL from the Registered Supplier 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 Registered Supplier in relation to that Family Kiwi.
- 2.3.1. Quality costs assessed within the accountability period will be deducted from the amount paid to the Registered Supplier.

2.4. Service Payments

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Registered Supplier for all Kiwifruit supplied at FOBS under this Agreement based on the table set out in **Appendix 1** of the **Pricing and Payment Manual**.
- 2.4.2. 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:** Kiwifruit supplied under this Agreement will qualify for payment under the 2023 Generic Services SLA.

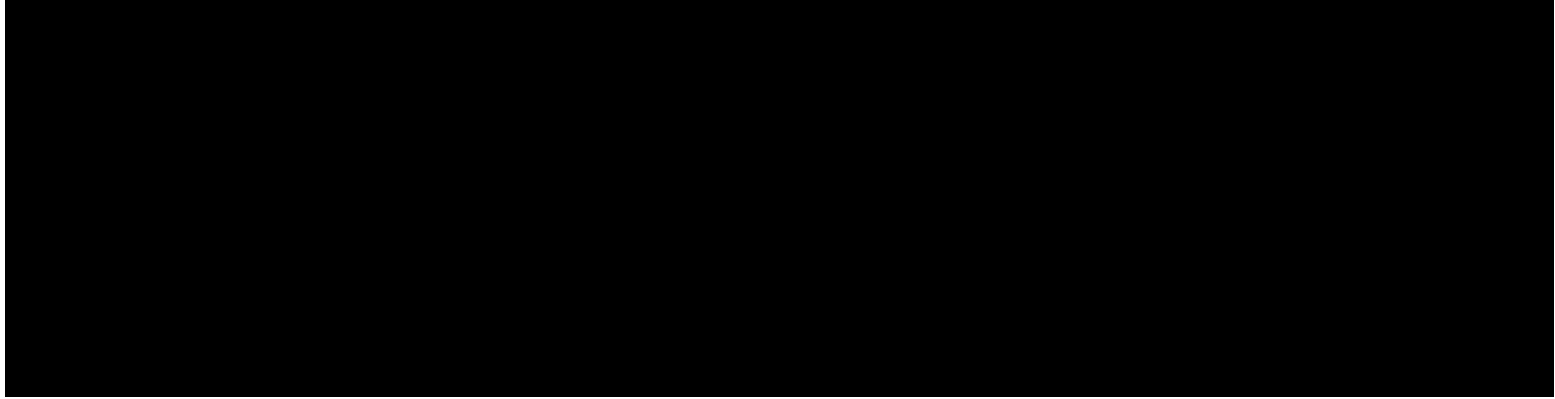
Appendix 1: Sampling Procedure

[REDACTED]

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

[REDACTED]

Appendix 2: Pack and Label Requirements





BACKGROUND AND PURPOSE

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

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions apply to this SLA.

1.2 Services and Rates

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

- (a) Speciality Labelling/Printing;
- (b) EDI Data Change;
- (c) Preparation Complexity;
- (d) Packaging Transfers;
- (e) Fruit Labelling and De-labelling;
- (f) Shared Containers; and
- (g) Compostable Labels

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

1.3 Specialty Labelling



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

- (a) Korea
- (b) India

- (c) Malaysia
- (d) LIDL
- (e) Vietnam
- (f) Brazil
- (g) Indonesia
- (h) Saudi Arabia

1.3.3 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.

1.3.4 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.

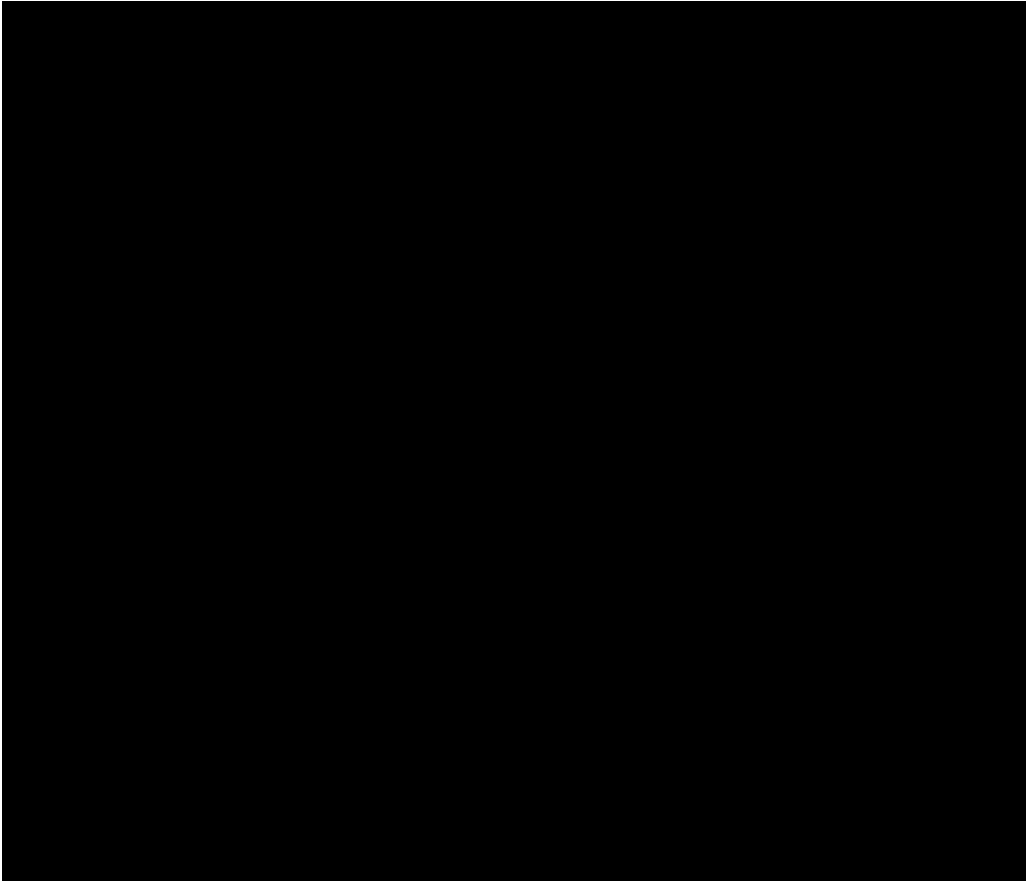
1.3.5 Zespri will make best endeavours to ensure that the Global Text specifies the Registered Supplier to apply the Customer Label Indicator, however the Registered Supplier must always refer to the Quality Manual when in doubt.

1.3.6 The Electronic Customer Label Indicators are set out below:

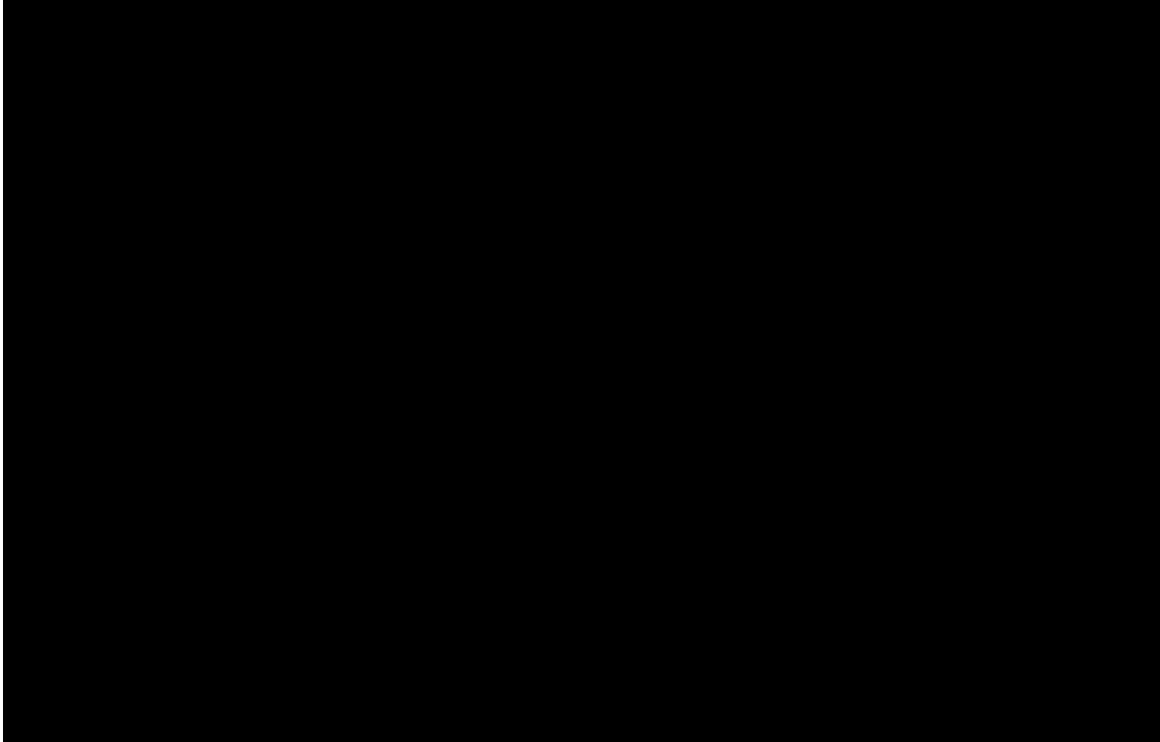
Country	Electronic Regulatory Label Indicator
China	'C'
Korea	'Z'
India	'I'
Malaysia	'M'
LIDL	'LD'
Brazil	'B'
Vietnam	'V'
Indonesia	'D'
Saudi Arabia	'S'

1.3.7 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

■

[REDACTED]

1.5 Preparation Complexity Payment

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.6 Packaging Transfers

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.7 Labelling

The labelling and de-labelling rate is as follows:

[REDACTED]

1.8 Consolidation of Shared Containers

[REDACTED]

[REDACTED]

[REDACTED]

1.9 Transport Payment

[REDACTED]

1.10 Compostable Labels

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. **PAYMENT TERMS**

2.1 Invoice

2.1.1 ZGL will issue a Buyer Created Tax Invoice to the Registered Supplier for Specialty Labelling, EDI Data Changes, Preparation Complexity, Transport Payments and Compostable Labels.

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

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



2023 Supply to NZ Domestic Market

SLA B2

BACKGROUND AND PURPOSE

- A. This Agreement exists:
- i. For Registered Suppliers to sell specific classes and sizes of ZGL proprietary varieties of Kiwifruit not required by ZGL for export onto the Domestic Market to Distributors, Retailers and Processors.
 - ii. To ensure this is a successful programme the quality of the fruit must be to applicable ZGL Grade standards and is subject to Zespri QA Audit. Sales of Zespri kiwifruit unless specifically authorised in writing by ZGL are otherwise prohibited.
- B. All Domestic Market sales relating to PVR'd varieties for 2023 must be in Zespri branded packaging and labels in accordance with the terms of this SLA unless expressly authorised by ZGL in writing.
- i. For clarity, domestic sales in crates are also permitted under this SLA, subject to all fruit being labelled.

This SLA was initiated by ZGL for the 2023 Season and open to all Registered Suppliers.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

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

1.2 Licence Pre-Conditions

- 1.2.1 This SLA is subject to the Registered Supplier first providing to ZGL by 31 March 2023 a completed **Zespri Facility Registration Form (Appendix 2)**.
- 1.2.2 Under **Schedule 9** Supply of Non-Standard Supply PVR Kiwifruit, the Registered Supplier may sell or otherwise supply Non-Class 1 PVR Kiwifruit to;
- A ZGL licensed processor;
 - ZGL pursuant to an SLA entered into pursuant to **Schedule 6 Service Level Agreements**; or

- For disposal of Non-Class I PVR Kiwifruit by dumping.

Therefore, the Registered Supplier 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 Registered Supplier a sub-licence to market and sell the Kiwifruit specified in **clause 1.6** below on the terms and conditions of this SLA.
- 1.3.2 The Registered Supplier 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 Registered Supplier is solely responsible for storage/fruit loss cost and establishing the market price for all Kiwifruit supplied under this SLA. The Registered Supplier shall not communicate its market pricing to ZGL or any other Registered Supplier at any time.

1.4 Grower Return

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

1.5 Authorised Product

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

- (a) Zespri® Class 2 SunGold sizes 18-39; and
- (b) Zespri® Class 2 SunGold Organic sizes 18-39; and
- (c) Zespri® Class 2 Sweet Green sizes 22-42;
- (d) Zespri® Green Class 1 size 46s;
- (e) Zespri® SunGold Class 1 Organic and Conventional size 39s taste band Y, T and R only.

- (f) Zespri* RubyRed Class 1 Sizes 18 – 46 [REDACTED]
[REDACTED]
[REDACTED]

- (g) Zespri* RubyRed Class 1 size 49's [REDACTED]
[REDACTED]
[REDACTED]

- (h) Zespri* RubyRed Class 2 Sizes 18 – 49 [REDACTED]
[REDACTED]
[REDACTED]

1.5.2 Process Grade Kiwifruit can be sold only to a ZGL licensed processor and only for the purposes of processing or must be disposed of. The Registered Supplier agrees that it will not sell or otherwise supply Process Grade Kiwifruit onto the Domestic Market.

1.6 Product Specifications

1.6.1 The Registered Supplier acknowledges and agrees that:

- (a) Fruit sold pursuant to this SLA must meet the applicable Grade standards (Class 1 or Class 2) and will be subject to audit in coolstore or at load out or in market by Zespri Quality Assurance staff (the audit process is set out in **Appendix 4**);
- (b) Kiwifruit excluded from export due to Gold Core Disorder cannot be sold onto the Domestic Market;
- (c) Zespri RubyRed Class 1 may be sold on the Domestic Market if it is:
 - (i) Not eligible for export through failed export maturity criteria, a dispensation maturity clearance for Domestic Market may be issued under the following Domestic Market maturity criteria: latest maturity clearance sample average brix ≥ 8.0 , dry matter threshold ≥ 16.1 , ≤ 4 fruit below 1.0kgf firmness (as per maturity clearance in **Appendix 5**). This fruit can be sold domestically under Registered Supplier's own programme if it meets the Domestic Market firmness criteria of ≤ 4 fruit below 0.8kgf out of 100 fruit assessment (the packhouse firmness assessment process is set-out in **Appendix 6**).
 - (ii) Not eligible for export through packhouse firmness assessment, fruit must be removed from Zespri inventory and can then be sold domestically under Registered Supplier's own programme if it meets the domestic market firmness criteria of ≤ 4 fruit below 0.8kgf (the packhouse firmness assessment process is set-out in **Appendix 6**)
 - (iii) Not eligible for export through Zespri audit failure, fruit must be removed from Zespri inventory and can then be sold domestically under Registered Supplier's own programme if it meets the domestic market firmness criteria of ≤ 4 fruit below 0.8kgf (the decision process following a Zespri audit failure is set-out in **Appendix 7**).
- (d) Kiwifruit must be brought to a reasonable ripeness and suitably de-greened prior to domestic sale. Therefore prior to sale GA fruit must be;
 - (i) at a Green Fractile level equivalent to Protocol N as defined in the Zespri Quality Manual AND;
 - (ii) ripened to below 3.0 kgf (using elevated temperatures or ethylene)

- (e) Responsibility for ripening fruit may be transferred to a third party for conditioning prior to sale however the Registered Supplier remains liable for third party performance and the condition of fruit prior to sale.

█
 █
 █

- (g) All fruit labels will be paid for by the Registered Supplier based on volumes calculated in **Clause 3.1.2.**

- (h) Fruit under this SLA must be sold in either Transport crates or Zespri Branded Packaging with Zespri fruit labels as set out in Appendix 8 (Class 2 Pack / Label Matrix) unless otherwise authorised in writing by ZGL;

- (i) █
 █
 █
 █
 █

█ All packaging used to pack Zespri Kiwifruit should meet Zespri’s food safety requirements and support Zespri’s sustainable commitments (*“100% recyclable, reusable or compostable by 2025) through the use of more sustainable packaging materials.”* Please contact █ with any queries.

- (j) Use of the ZGL brand names listed in column 3 below on the fruit or on the packaging (including EAN labels) is permitted pursuant to this SLA.

Variety Code (Permitted)	Variety Name (Permitted)	ZGL Brand Name/Trademark
HE	ZESH004	Zespri Sweet Green
GA	ZESY002	Zespri SunGold™
RS	ZES008	Zespri RubyRed™

1.6.2 Although Zespri Sweet Green fruit labels are permitted, no fruit labels are required for Class 2 Sweet Green Kiwifruit supplied under this SLA.

1.6.3 Prior to the fruit leaving the packhouse it must be in grade and labelled, unless the fruit is being packed by a Third Party Registered Supplier in accordance with **Clause 2** below.

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

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 Registered Supplier 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 Registered Suppliers possession or control and provide proof of this destruction upon Zespri's request;
 - (v) Provide a certificate signed by a director of the Registered Supplier that all steps noted above have been conducted.
 - (vi) ZGL reserves the right to audit such disposal.

1.7.2 For any subsequent breach ZGL 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 Registered Supplier may nominate a third party or agent to assume control of the Kiwifruit under this agreement, however that party must be approved in writing by ZGL and will be bound by the terms of this agreement.

2. THIRD PARTY REGISTERED SUPPLIERS

2.1.1 If the fruit pursuant to this SLA is packed by a Third Party Registered Supplier on behalf of the Registered Supplier the Third Party Registered Supplier must first be approved by ZGL in writing and the Registered Supplier must complete and submit by 30 April 2023 a Third Party Registered Supplier authorisation form set out in **Appendix 3**.

- 2.1.2 Notwithstanding approval of any Third Party Registered Supplier, the Registered Supplier remains responsible and liable for performance of its obligations pursuant to the 2023 Supply Agreement and this SLA, and the Registered Supplier shall procure compliance with its obligations pursuant to the 2023 Supply Agreement and this SLA.
- 2.1.3 The Registered Supplier warrants that any Third Party Registered Supplier:
- (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 Registered Supplier's obligations pursuant to this SLA, and will perform the services it is contracted to provide on behalf of the Registered Supplier 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 Registered Supplier will procure third party access to Third Party Registered Suppliers facilities for the purposes of ZGL (or ZGL representatives) to audit (as set out in **Appendix 4**).

3. PAYMENT TERMS

3.1 Royalty Payment

3.1.1 The Registered Supplier will pay ZGL a set rate per KG based on 3% of sales value for all Kiwifruit supplied under this SLA as a royalty. The sales value must be provided by the Registered Supplier by 28 February 2024.

3.2 Fruit Label Payment

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

3.2.2 Kiwifruit volumes supplied under this SLA will be based on the Registered Supplier's pack out report and inventory packed report or if these reports are not provided by the Registered Supplier by the 31st May 2023 volumes supplied will be based on the 75th percentile of other Registered Supplier's responses (for example if five Registered Suppliers responded with 1%, 2%, 3%, 4% and 5% Class 2 as a percentage of Class 1 volumes, the 4% value would be used). If less than half the Registered Suppliers provide pack out report and inventory packed report Zespri will agree an applicable percentage through the ISG for non-respondents.

3.3 Invoices and Payments

3.3.1 ZGL will issue a Tax Invoice to the Registered Supplier for royalties owing before 31 March 2024 subject to information being provided by the Registered Supplier to Zespri per clause 3.1.

3.3.2 Once an invoice is issued the Registered Supplier 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 Registered Supplier (“User”) the non-exclusive right to use the Trade Mark:
- Zespri and its visual identity (“Trade Marks”) solely for the purposes in the territory set out below.

Terms of Agreement

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

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

Appendix 2: Zespri Facility Registration Form

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

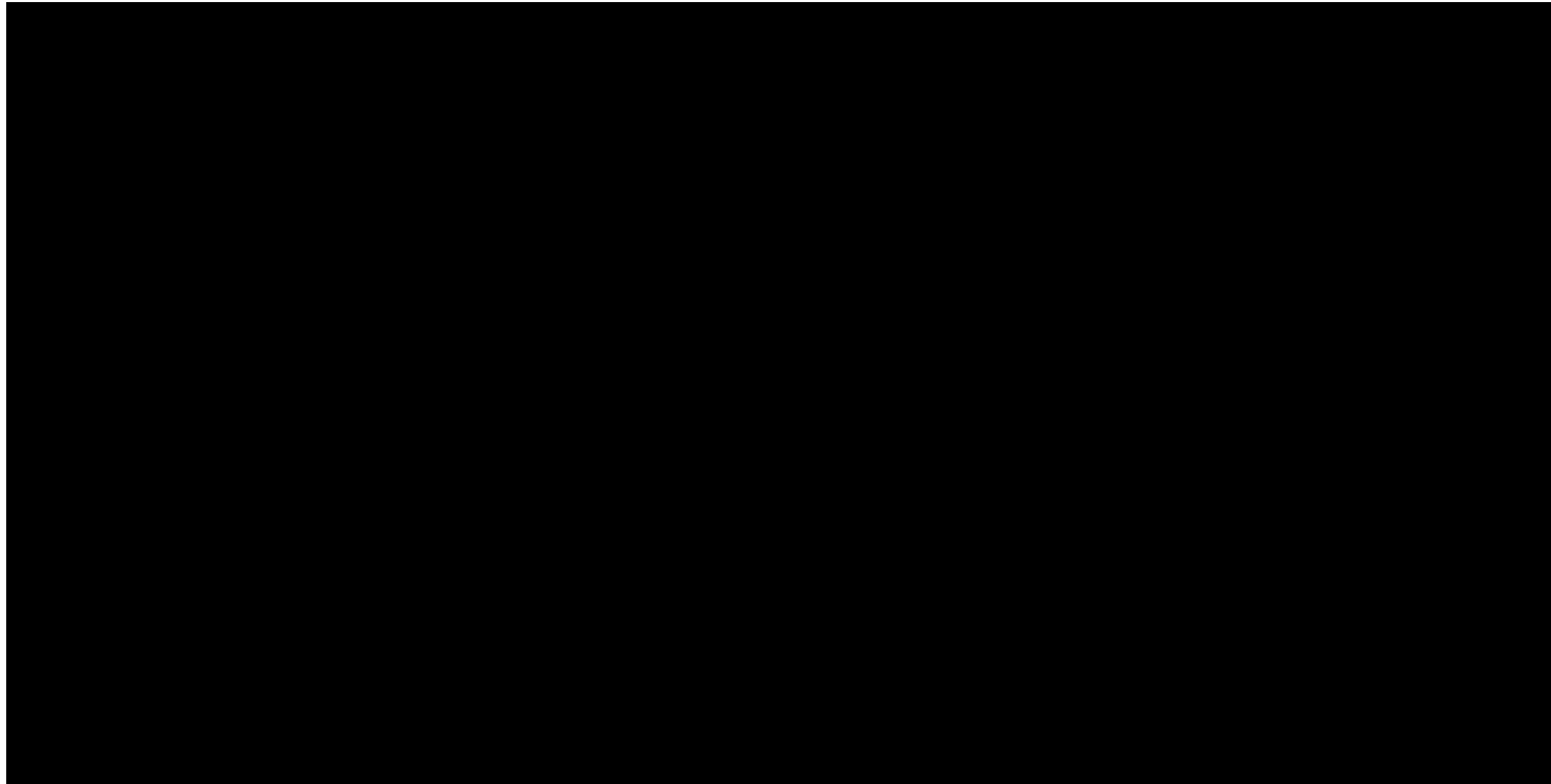
To be submitted to [REDACTED] by 30th April 2023.

Appendix 4: Zespri Domestic Market Audit Process

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

[REDACTED]

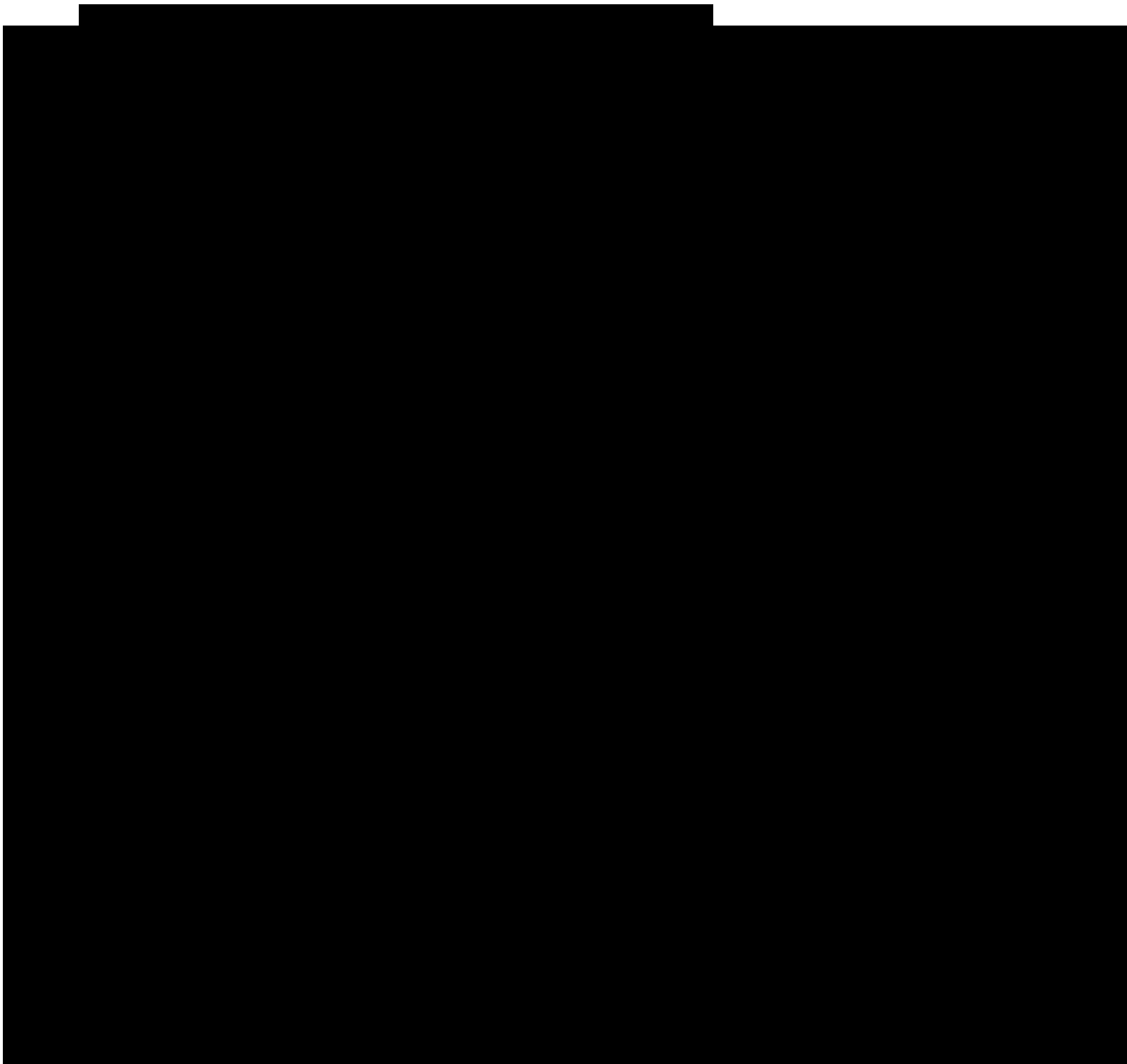
[REDACTED]



[Redacted]

[Redacted]

[Redacted]





2023 Airfreight Orders

SLA B3

BACKGROUND AND PURPOSE

Zespri is seeking to fulfil a variety of airfreight orders for the 2023 season. Such orders require additional time, resources and effort which need to be acknowledged and duly compensated for. This SLA sets out the terms and conditions for supplying Kiwifruit via airfreight orders.

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 All provisions of the **2023 Supply Agreement** apply to this SLA.

1.2 Grade Standards

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

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

2. PAYMENT TERMS

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

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

2.2 **Invoices and Payments**

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

2.2.2 ZGL will make payment to the Registered Supplier prior to 31st March 2024.



BACKGROUND AND PURPOSE

SunGold maturity area sizes must meet the Minimum Taste Standard to be submit into inventory and must meet minimum dry matter requirements to be submit under Kiwistart maturity criteria. For maturity area sizes that do not meet the minimum dry matter requirements at maturity clearance for Kiwistart or Mainpack, there is the opportunity to use Near Infrared (NIR) grading to segregate fruit that are likely to have met the minimum dry matter requirements at harvest. Any such after harvest segregation will be required to achieve a revised minimum dry matter [REDACTED]

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

- [REDACTED]
 - [REDACTED]

1.2 Revised Minimum Dry Matter Requirements

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

- [REDACTED]

 - [REDACTED]

- [REDACTED]

 - [REDACTED]

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

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

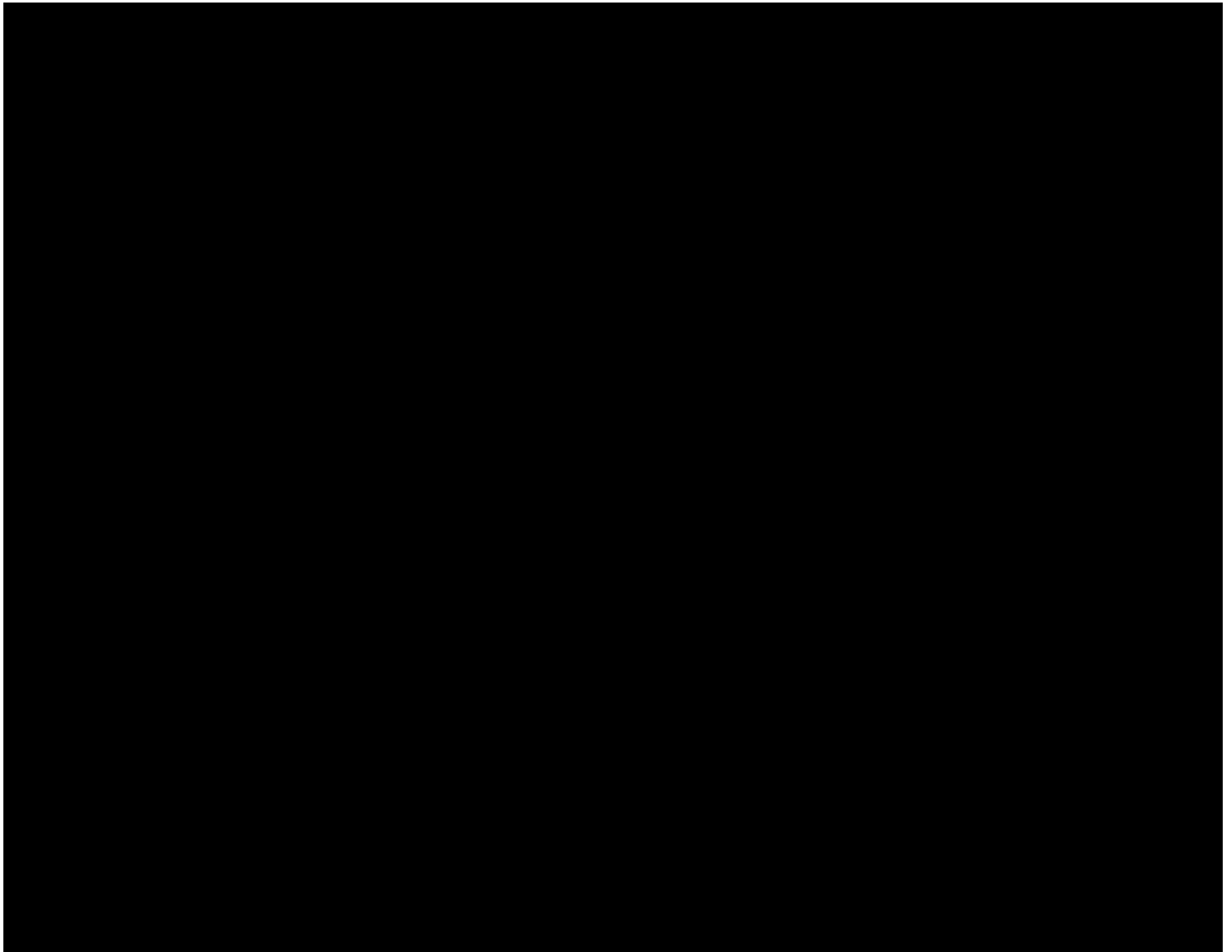
2. PAYMENT TERMS

2.1 2023 Supply Agreement Payment Terms

2.1.1 The payment terms in the **2023 Supply Agreement** apply to all Kiwifruit supplied under this Agreement.

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 Registered Supplier's responsibility to ensure that relevant fruit is submitted within the relevant timeframes for Kiwistart payments.

Appendix 1: Predicted weight-loss adjustment post curing



Appendix 2: Data Process

[REDACTED]

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

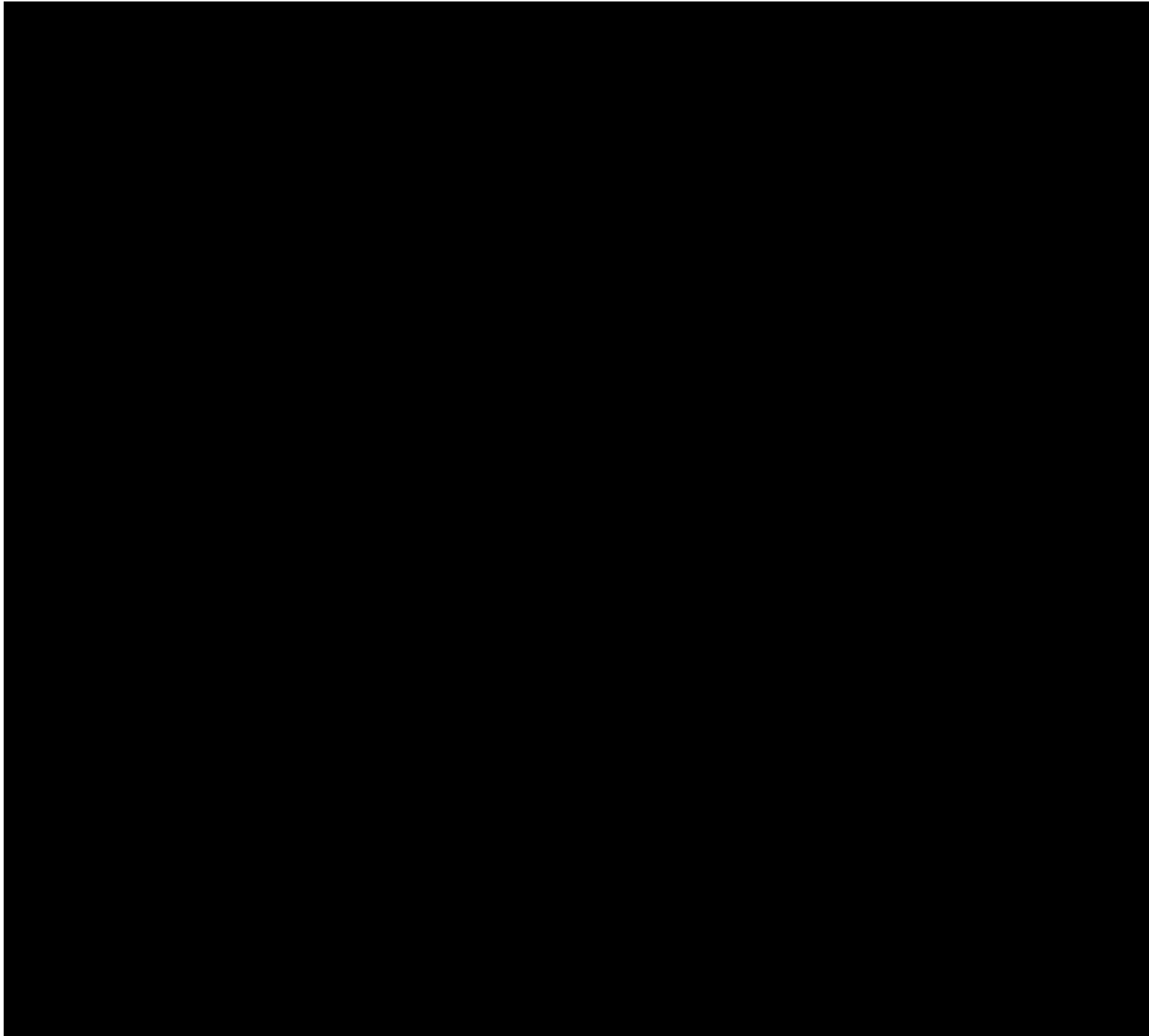
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

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

[REDACTED]

Appendix 3: Process Diagram





2023 Advanced Volume Movement

SLA B5

BACKGROUND AND PURPOSE

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

Note – due to the current shipping environment there may be slippages in the shipping plans which could result in Advanced Movement volumes being shipped later than originally planned.

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The **2023 Supply Agreement** terms and conditions are varied, with the following provisions varied or excluded for the purposes of this SLA:

- [REDACTED]
- [REDACTED]

1.2 Volume allocation

1.2.1 The Registered Suppliers volume is outlined in **Appendix 1**.

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

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

1.3 Fruit criteria and Indicators

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

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

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

1.4 **Operational Planning and Order Management**

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

[Redacted]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

1.6 Disputes

- 1.6.1 The reason for any disputes relating to this SLA will be shared with the Industry Supply Group to allow for improvement of this SLA moving into the future. The intention is to have this advanced volume movement option as an enduring mechanism hence continuous improvement and transparency is required.
- 1.6.2 A dispute cannot be raised on the grounds that Zespri had a duty to monitor any advanced movement volume and complete an early [REDACTED] check on poor quality lines.

2. PAYMENT TERMS

2.1 Time Rates Payable

- [REDACTED]
[REDACTED]

2.2 Fixed Charges

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

[REDACTED]
[REDACTED]

- [Redacted]
- [Redacted]

- [Redacted]
- [Redacted]

- [Redacted]

2.6 Supplier Accountability Premiums & Penalties

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

2.7 Insurance

2.7.1 In the case of an insurance event, the charges detailed in **clause 2.2.1** and **clause 2.3.1** will remain chargeable and the fruit will follow the same insurance process as non-advanced volume per the **2023 Supply Agreement**.

2.8 Regional Freight Costs

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

2.9 Invoices and Payments

2.9.1 ZGL will issue an Invoice/Credit to the Registered Supplier for the fixed charges in **clause 2.2.1** and **clause 2.3.1** less the payment owing for the Time rates payable detailed in **clause 2.1.1** by 30th September 2023.

2.9.2 ZGL will issue an Invoice/Credit to the Registered Supplier for the Supplier Accountability premiums paid less penalties charged detailed in **clause 1.5** by 30th September 2023.

2.9.3 The Registered Supplier will make payment to ZGL no later than 20th October 2023 for all costs involved in this SLA.

2.9.4 Any outstanding payment(s) owing for this programme after 20th October 2023 will be offset against the Registered Suppliers November Grower payments (Progress, Time, Pack payments).

Appendix 1: Registered Supplier Volume





**2023 Zespri® Green & Sweet Green
Quality Withdrawal to week 31
SLA B6**

BACKGROUND AND PURPOSE

The Registered Supplier 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.

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the **2023 Supply Agreement** and the included Supply Specifications apply to this SLA:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

(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 (c) “Time Rates” is varied per clause 2.1.1

■ [REDACTED]

(iii) **Section C6** Payment For Service Costs 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 Registered Suppliers 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 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 Registered Supplier liable fruit loss.

1.2.3 The Registered Supplier 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 Registered Supplier, 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**

1.3.1 All Quality Removed Volume must be disposed of in accordance with the EDI and Disposal Process set out in **Appendix 2**.

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]

2.1.3 If the Registered Supplier codes the fruit loss Reason Code using a different ISO Week other than the week the ZGL assessment occurs, ZGL will request the fruit loss date to be re-entered, or the differential between the rates paid will be invoiced to the Registered Supplier.

2.1.4 The assessed average fruit loss must be applied to all fruit in the assessed lines (i.e. evenly across all packs and sizes) unless requested in writing and confirmed as accepted by ZGL.

2.2 Costs Foregone

■ [Redacted]

■ [Redacted]
[Redacted]
[Redacted]
[Redacted]

■ [Redacted]
[Redacted]

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[Redacted]

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[Redacted]
[Redacted]
[Redacted]

2.3 Invoices and Payments

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

Appendix 1: Quality Assessment Process

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

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[REDACTED]

Appendix 2: EDI and Disposal Process

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[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



2023 Zespri® Green
Quality Withdrawal week 32 onwards
SLA B7

BACKGROUND AND PURPOSE

The Registered Supplier 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.

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the **2023 Supply Agreement** and the included Supply Specifications apply to this SLA:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

(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 (c) “Time Rates” is varied per clause 2.1.1

■ [REDACTED]

(iii) **Section C6** Payments for Service Costs 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 Registered Suppliers 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 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 Registered Supplier liable fruit loss.

1.2.3 The Registered Supplier 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 Registered Supplier, 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

1.3.1 All Quality Removed Volume must be disposed of in accordance with the EDI and Disposal Process set out in **Appendix 2**.

1.4 Duration of SLA

1.4.1 The duration and commercial terms of this SLA are applicable from ISO week 32 onwards but may be changed at ZGL’s discretion.

2. PAYMENT TERMS

2.1 Time Rates

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

2.1.3 If the Registered Supplier codes the fruit loss Reason Code using a different ISO Week other than the week the ZGL assessment occurs, ZGL will request the fruit loss date to be re-entered, or the differential between the rates paid will be invoiced to the Registered Supplier.

2.1.4 The assessed average fruit loss must be applied to all fruit in the assessed lines (i.e. evenly across all packs and sizes) unless requested in writing and confirmed as accepted by ZGL.

2.2 Costs Foregone

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

2.3 Invoices and Payments

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

Appendix 1: Quality Assessment Process

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

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- [REDACTED]

- [REDACTED]

- [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Appendix 2: EDI and Disposal Process

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[REDACTED]

[REDACTED]



2023 Zespri® Gold3
Quality Withdrawal to week 27
SLA B8

BACKGROUND AND PURPOSE

The Registered Supplier 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.

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the **2023 Supply Agreement** and the included Supply Specifications apply to this SLA:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

(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 (c) “Time Rates” is varied per clause 2.1.1

■ [REDACTED]

- (iii) **Section C6** Payment for Service Costs 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 Registered Suppliers 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 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 Registered Supplier liable fruit loss.
- 1.2.3 The Registered Supplier 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 Registered Supplier, 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 ISO Week Eleven and Twelve packed Fruit

- 1.3.1 To be eligible to participate in this SLA ISO week eleven and twelve packed fruit must comply with the conditions for quality withdrawal in the Product Management – Managing Soft lines section of the ZGL Quality Manual.

1.4 EDI and Disposal Process

- 1.4.1 All Quality Removed Volume must be disposed of in accordance with the EDI and Disposal Process set out in **Appendix 2**.

1.5 Duration of SLA

- 1.5.1 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]

2.1.3 If the Registered Supplier codes the fruit loss Reason Code using a different ISO Week other than the week the ZGL assessment occurs, ZGL will request the fruit loss date to be re-entered, or the differential between the rates paid will be invoiced to the Registered Supplier.

2.1.4 The assessed average fruit loss must be applied to all fruit in the assessed lines (i.e. evenly across all packs and sizes) unless requested in writing and confirmed as accepted by ZGL.

2.2 Costs Foregone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



2.3 Invoices and Payments

2.3.1 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]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

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■ [REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

Appendix 2: EDI and Disposal Process

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2023 Zespri® Gold3
Quality Withdrawal week 28 onwards
SLA B9

BACKGROUND AND PURPOSE

The Registered Supplier 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.

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

1.1.1 Except as set out below, all provisions of the **2023 Supply Agreement** and the included Supply Specifications apply to this SLA:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

(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 (c) “Time Rates” is varied per clause 2.1.1

■ [REDACTED]

- (iii) **Section C6** Payments For Service Costs 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 Registered Suppliers 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 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 Registered Supplier liable fruit loss.
- 1.2.3 The Registered Supplier 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 Registered Supplier, 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

- 1.3.1 All Quality Removed Volume must be disposed of in accordance with the EDI and Disposal Process set out in **Appendix 2**.

1.4 Duration of SLA

- 1.4.1 The duration and commercial terms of this SLA are applicable from ISO week 28 but may be changed at ZGL’s discretion.

2. PAYMENT TERMS

2.1 Time Rates

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

■ [REDACTED]

2.1.3 If the Registered Supplier codes the fruit loss Reason Code using a different ISO Week other than the week the ZGL assessment occurs, ZGL will request the fruit loss date to be re-entered, or the differential between the rates paid will be invoiced to the Registered Supplier.

2.1.4 The assessed average fruit loss must be applied to all fruit in the assessed lines (i.e. evenly across all packs and sizes) unless requested in writing and confirmed as accepted by ZGL.

2.2 Costs Foregone

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.3 Invoices and Payments

- 2.3.1 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.

Appendix 1: Quality Assessment Process

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

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

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

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■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

- [Redacted]
- [Redacted]
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- [Redacted]
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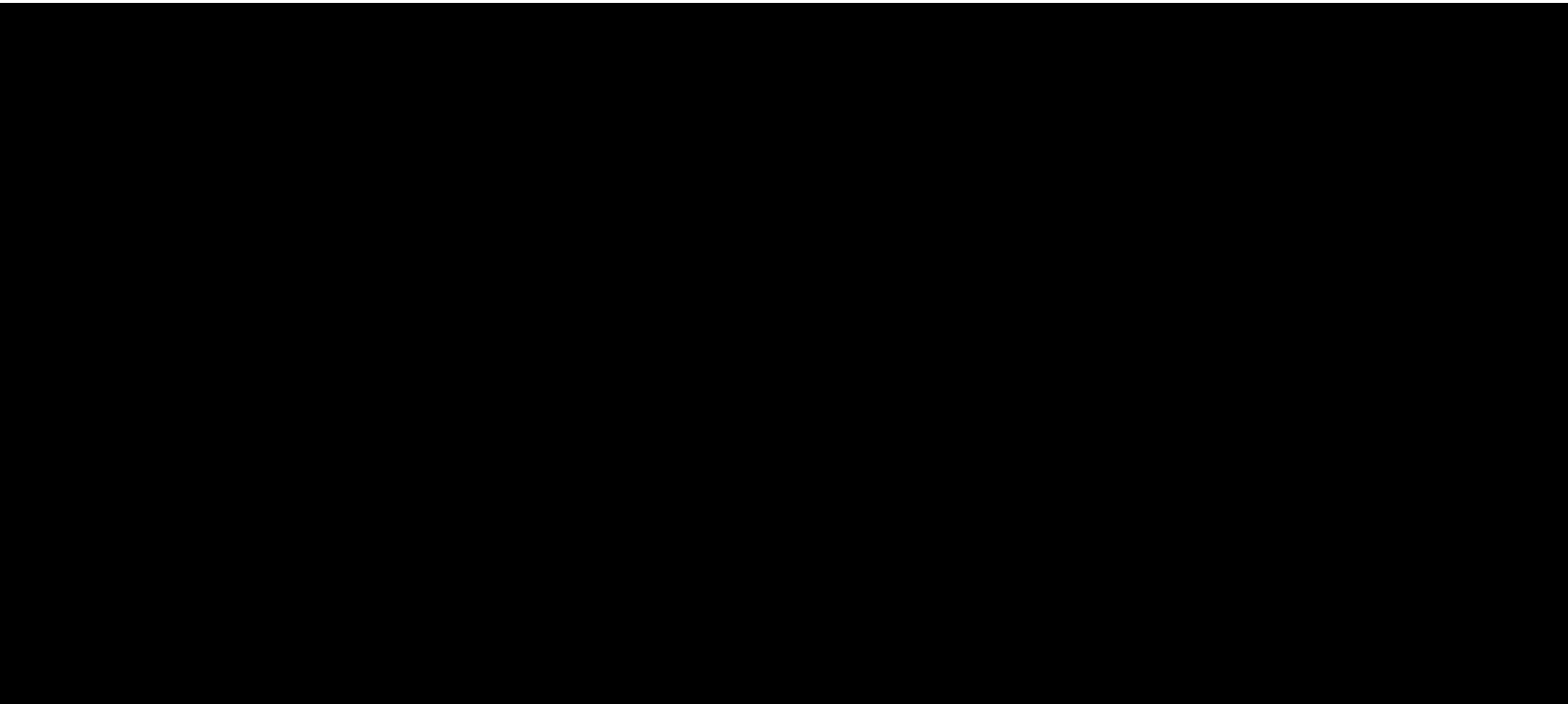
■ [REDACTED]

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Appendix 2: EDI and Disposal Process

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

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]



BACKGROUND

Hayward maturity areas must meet the Minimum Taste Standard to be submitted into inventory. For maturity area's that do not meet the minimum dry matter requirements at maturity clearance, there is the opportunity to use Near Infrared (NIR) grading to segregate fruit that are likely to have met the minimum dry matter requirements at harvest. Any such after harvest segregation will be required to achieve a revised minimum dry matter [REDACTED]

[REDACTED]

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

- [REDACTED]
 - [REDACTED]

1.2 Revised Minimum Dry Matter Requirements

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

1.3 Harvest, Curing and Packing Requirements

- [REDACTED]

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

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[REDACTED]

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[REDACTED]

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■ [REDACTED]	[REDACTED]
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■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 2023 Supply Agreement Payment Terms

2.1.1 The payment terms in the **2023 Supply Agreement** apply to all Kiwifruit supplied under this Agreement.



Appendix 1: Data Process

[Redacted text block]

- [Redacted list item 1]
- [Redacted list item 2]

- [Redacted list item 3]
- [Redacted list item 4]

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- [Redacted list item 5]
- [Redacted list item 6]
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- [Redacted list item 9]
- [Redacted list item 10]

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**2023 Zespri Green Conventional and
Zespri SunGold Conventional to Israel
SLA C1**

BACKGROUND AND PURPOSE

- A. ZGL is seeking to supply:
- i. The Israel Market with Zespri Green Conventional and Zespri SunGold Conventional Kiwifruit (“Kiwifruit”) for the 2023 season under the terms of a Special Bilateral Quarantine Arrangement (BQA) agreed between MPI and the Israel Plant Protection and Inspection Services (PPIS).
- B. This SLA is initiated by ZGL for Pool benefit and made available to all Registered Suppliers selected on a basis which is consistent with the provisions of this schedule.

COMMENCEMENT DATE

This programme will commence in ISO Week 17.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

- 1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

- [REDACTED]
- [REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL will base contracted volume on market demand and will allocate the Registered Supplier contract volume by pack, size (“Programme Specifications”) in March 2023 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2023 Special Programmes Schedule as provided by ZGL.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier’s pack plans, the volumes in the previous 2023 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.
- 1.2.3 All Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:

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

[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 Registered Supplier for the purposes of this Agreement.

1.4 Israel Specifications

1.4.1 All product packed for Israel must have an "Inspected and Cleared for Israel" pallet sticker applied to all four sides of the pallet. One label is to be applied to all four sides of the pallet at the same height as the pallet card.

1.4.2 The Registered Supplier must meet the market access requirements as listed in **Appendix 1**.

[REDACTED]

2. PAYMENT TERMS

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

[REDACTED]

- (b) **Labelling Rates** for the work carried out by the Registered Supplier to label each pallet with an Israel label at the 2023 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 Registered Supplier for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Registered Supplier prior to **31st March 2024**.

[REDACTED]

- [REDACTED]

[REDACTED]

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

[REDACTED]

- [REDACTED]
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BACKGROUND AND PURPOSE

- A. Zespri is seeking to supply:
 - i. Zespri® Green Conventional size 33 unlabelled Kiwifruit (“Kiwifruit”) to Japan for the 2023 season.
- B. This SLA is initiated by ZGL for Pool benefit and made available to all Registered Suppliers selected on a basis which is consistent with the provisions of this schedule.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

- [REDACTED]
- [REDACTED]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Registered Supplier contract volume by pack, size (“Programme Specifications”) in March 2023 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2023 Special Programmes Schedule as provided by ZGL.

1.2.2 In the event of changes to this programme ZGL shall advise the Registered Supplier via a change to the Suppliers pack plans, the volumes in the previous 2023 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.

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

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

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

[REDACTED]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be HW1CK, size 33 and Unlabelled.
- 1.3.2 All pallets supplied under this Agreement must be labelled front and back with a special pack sticker 'NL'.
- 1.3.3 Four "MB33 unlabelled or IT33 unlabelled" pallet labels to all four sides 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 Registered Supplier 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 **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

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

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Registered Supplier for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Registered Supplier prior to 31st March 2024.



BACKGROUND AND PURPOSE

- A. Zespri is seeking to supply:
- i. Unlabelled size 42 Zespri Green Conventional Kiwifruit (“Kiwifruit”) to North America for the 2023 season to meet Point of Sale requirements for certain North American retailers.
- B. This SLA is initiated by ZGL for Pool benefit and made available to all Registered Suppliers selected on a basis which is consistent with the provisions of this schedule.

COMMENCEMENT DATE

This programme will commence in ISO Week 14.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

- 1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

■ [REDACTED]

■ [REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL will base contracted volume on market demand and will allocate the Registered Supplier contract volume by pack, size (“Programme Specifications”) in March 2023 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2023 Special Programmes Schedule as provided by Zespri.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier’s pack plans, the volumes in the previous 2023 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.2.3 All Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 1.3**; and
 - (b) the Registered Supplier’s latest advised Programme Specifications.

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

1.3.1 All Kiwifruit supplied under this Agreement must be Size 42, Conventional and Unlabelled.

1.3.2 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator of 'NL'.

1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Registered Supplier 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 **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2 **Invoices and Payments**

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

2.2.2 ZGL will make payment to the Registered Supplier prior to 31st March 2024.



BACKGROUND AND PURPOSE

- A. Zespri is seeking to supply:
- i. Zespri Green Conventional Kiwifruit (“Kiwifruit”) Size 33 with Data Bar Labels to North America for the 2023 season to meet Point of Sale requirements for certain North American retailers.
- B. This SLA is initiated by ZGL for Pool benefit and made available to all Registered Suppliers selected on a basis which is consistent with the provisions of this schedule.

COMMENCEMENT DATE

This programme will commence in ISO Week 14.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

- 1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

■ [REDACTED]

■ [REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL will base contracted volume on market demand and will allocate the Registered Supplier contract volume by pack, size (“Programme Specifications”) in March 2023 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2023 Special Programmes Schedule as provided by ZGL.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier’s pack plans, the volumes in the previous 2023 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.2.3 All Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 1.3**; and
 - (b) the Registered Supplier’s latest advised Programme Specifications.

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

1.3.1 All Kiwifruit supplied under this Agreement must be HW1CK, Size 33 and labelled with Zespri® Green Data Bar Labels.

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

1.3.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Registered Supplier 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 **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2 **Invoices and Payments**

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

2.2.2 ZGL will make payment to the Registered Supplier prior to 31st March 2024.



2023 Zespri

SLA C5

BACKGROUND AND PURPOSE

- A. ZGL is seeking to supply:
- i. Zespri Green Conventional Kiwifruit (“Kiwifruit”) to the Collaborative Marketer for the programme for the 2023 season; and
 - ii. Zespri SunGold Conventional Kiwifruit (“Kiwifruit”) to the Collaborative Marketer for the programme for the 2023 season.
- B. This SLA is initiated by ZGL for Pool benefit and made available to all Registered Suppliers selected on a basis which is consistent with the provisions of this schedule.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

- 1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

■ [REDACTED]

■ [REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL will base contracted volume on market demand and will allocate the Registered Supplier contract volume by pack, size (“Programme Specifications”) in March 2023 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2023 Special Programmes Schedule as provided by ZGL.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier’s pack plans, the volumes in the previous 2023 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.2.3 All Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 1.3**; and
 - (b) the Registered Supplier’s latest advised Programme Specifications.

[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 Registered Supplier for the purposes of this Agreement.

1.4 **Thailand Specifications**

[REDACTED]

1.4.2 The Registered Supplier must meet the market access requirements as listed in **Appendix 1**.

2. **PAYMENT TERMS**

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

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

■ [REDACTED]
[REDACTED]
[REDACTED]

(c) **Pallet labelling** rates for the work carried out by the Registered Supplier to label each pallet with a [REDACTED] at the 2023 Market Specific Labelling rates.

2.2 **Invoices and Payments**

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

2.2.2 ZGL will make payment to the Registered Supplier prior to 31st March 2024.

[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]

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[Redacted]

■ [Redacted]

■ [Redacted]

[Redacted]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]



**2023 Zespri Green Conventional to
[REDACTED] Collaborative Markets
SLA C6**

BACKGROUND AND PURPOSE

- A. Zespri is seeking to supply Zespri Green Conventional Kiwifruit (“Kiwifruit”) to the [REDACTED] Collaborative Marketer programmes for the 2023 season.
- B. This SLA is initiated by ZGL for Pool benefit and made available to all Registered Suppliers selected on a basis which is consistent with the provisions of this schedule.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

- 1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

[REDACTED]
[REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL will base contracted volume on market demand and will allocate the Registered Supplier contract volume by pack, size (“Programme Specifications”) in March 2023 following publication of the Departure Forecast in March. Contracted volumes are listed in the most recent 2023 Special Programmes Schedule as provided by Zespri.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Registered Supplier via a change to the Suppliers pack plans, the volumes in the previous 2023 Special Programmes Schedule will no longer be applicable and the recently agreed programme specifications will apply.
- 1.2.3 All Kiwifruit supplied under this Agreement by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Registered Supplier’s latest advised Programme Specifications.

[REDACTED]

[REDACTED]

1.3 Order Allocation

[REDACTED]

1.4 EDI Requirements

[REDACTED]

1.5 Packaging Specifications

1.5.1 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 Registered Supplier 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 **2023 Supply Agreement**, ZGL will pay to the Registered Supplier:

[REDACTED]

[REDACTED]

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

2.2 Invoices and Payments

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Registered Supplier for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Registered Supplier prior to 31st March 2024.



2023 Supply of Zespri ECPI Donor Kiwifruit

SLA D1

BACKGROUND AND PURPOSE

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

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

■ [REDACTED]

1.2 Designated Facility

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

■ [REDACTED]

1.3 Order Process

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

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

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

1.4 Supply Requirements

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

- (a) Pursuant to **clause A17 of the 2023 Supply Agreement** the supplying Contractor must have supplied to ZGL a declaration signed by the relevant Kiwifruit Titleholder stating that the Kiwifruit to be supplied has been produced on a KPIN which does not contain Non-Compliant Fruit. This Kiwifruit must have also received a negative residue test result
- (b) Y Taste Band (unless otherwise advised in writing by ZGL)
- (c) Protocols as requested in the case of Zespri® SunGold
- (d) All Market status in accordance with the Sampling Specifications section of the ZIL Quality Manual; and 'Zespri Ship by Rules' apply to donor fruit
- (e) Sizes as requested

1.4.2 The Contractor must be able to provide Conventional Kiwifruit (Zespri® Green and Zespri® SunGold) as required by ZGL.

1.4.3 Supplier will arrange transport to send pallet to ECPI Wharf, Port of Tauranga.

1.4.4 Supplier will usually send 'full pallets' unless agreed by ZGL otherwise. However, small volume of fruit can be ordered upon agreement with contractor, for instance, at the end of season or in case of new commercial varieties.

2. DISPENSATION

2.1 Where any of the supply requirement cannot be met for any reason a dispensation is to be sought, in writing, from the Zespri Quality Assurance Manager.

3. PAYMENT TERMS

3.1 Additional Payment Terms

3.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

■ [REDACTED]

■ [REDACTED]

3.2 Invoices

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

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



2023 Supply of Zespri ECPI Donor Kiwifruit

SLA D1

BACKGROUND AND PURPOSE

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

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement

1.1.1 The 2023 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA:

■ [REDACTED]

1.2 Designated Facility

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

■ [REDACTED]

1.3 Order Process

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

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

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

1.4 Supply Requirements

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

- (a) Pursuant to **clause A17 of the 2023 Supply Agreement** the supplying Contractor must have supplied to ZGL a declaration signed by the relevant Kiwifruit Titleholder stating that the Kiwifruit to be supplied has been produced on a KPIN which does not contain Non-Compliant Fruit. This Kiwifruit must have also received a negative residue test result
- (b) Y Taste Band (unless otherwise advised in writing by ZGL)
- (c) Protocols as requested in the case of Zespri® SunGold
- (d) All Market status in accordance with the Sampling Specifications section of the ZIL Quality Manual; and 'Zespri Ship by Rules' apply to donor fruit
- (e) Sizes as requested

1.4.2 The Contractor must be able to provide Conventional Kiwifruit (Zespri® Green and Zespri® SunGold) as required by ZGL.

1.4.3 Supplier will arrange transport to send pallet to ECPI Wharf, Port of Tauranga.

1.4.4 Supplier will usually send 'full pallets' unless agreed by ZGL otherwise. However, small volume of fruit can be ordered upon agreement with contractor, for instance, at the end of season or in case of new commercial varieties.

2. DISPENSATION

2.1 Where any of the supply requirement cannot be met for any reason a dispensation is to be sought, in writing, from the Zespri Quality Assurance Manager.

3. PAYMENT TERMS

3.1 Additional Payment Terms

3.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

■ [REDACTED]

■ [REDACTED]

3.2 Invoices

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

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



2023 Packaging Operations Trial

[REDACTED]

[REDACTED]

SLA D2

BACKGROUND

[REDACTED]

This SLA was initiated by the Registered Supplier.

COMMENCEMENT DATE

The Trial will commence in ISO Week 15 with the volume outlined below.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes for under this programme are:

[REDACTED]
[REDACTED]

[REDACTED]

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

[REDACTED]

Experimental Design: [REDACTED]

[REDACTED]

Background

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

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

- | [REDACTED]
- | [REDACTED]

[REDACTED]

Trial Scope

- | [REDACTED]

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

- | [REDACTED]

- | [REDACTED]
- | [REDACTED]

- | [REDACTED]
- | [REDACTED]

[REDACTED]

Anticipated Outcome

[Redacted]

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

[Redacted]

- [Redacted]
- [Redacted]

Product Characteristics

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

Product Certifications / Food Safety Standards [Redacted]

- [Redacted]

Trial Details

[Redacted]

Trial Set up

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Trial Monitoring

[Redacted]

Orders / Shipping

[Redacted]

Market Inspection / Outturn

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

Definitions of success

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



2023 Packaging Operations Trial

SLA D3

BACKGROUND

ZGL intends to undertake a [REDACTED]

This SLA was initiated by the Industry / Registered Supplier.

COMMENCEMENT DATE

The Trial will commence in ISO Week 19/20 with the volume outlined below.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes under this programme:

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

1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 EDI Requirement

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 Data Collection

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

1.6 Assessment of Trial Product

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

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

2.2 Invoices and Payments

2.2.1 ZGL will make payment to the Contractor prior to 31st March 2024.

PARTIES AND ADDRESSES

[REDACTED]

Experimental Design: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

 - [REDACTED]

Anticipated Outcome

- [REDACTED]

- [REDACTED]

Trial Details

[REDACTED]

[REDACTED]

Trial Set up

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

Trial Monitoring

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

Orders / Shipping

- [Redacted]
- [Redacted]

Market Outturn / Data Analysis

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

Definitions of Trial Success

- [Redacted]
- [Redacted]



BACKGROUND

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

This SLA was initiated by the Industry / Registered Supplier.

COMMENCEMENT DATE

The Trial will commence in ISO Week 19-21 with the volume outlined below.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]

[REDACTED]

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

1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 EDI Requirement

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 Data Collection

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

1.6 Assessment of Trial Product

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

Experimental Design: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Anticipated Outcome

[REDACTED]

[REDACTED]

Trial Details

[REDACTED]

[REDACTED]

Definitions of Trial Success

■

[REDACTED]

■

[REDACTED]

[REDACTED]



2023 Packaging Operations Trial

SLA D3

BACKGROUND

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

This SLA was initiated by the Industry / Registered Supplier.

COMMENCEMENT DATE

The Trial will commence in ISO Week 18-21 with the volume outlined below.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes for under this programme are:

[REDACTED]

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

1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 EDI Requirement

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 Data Collection

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

1.6 Assessment of Trial Product

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

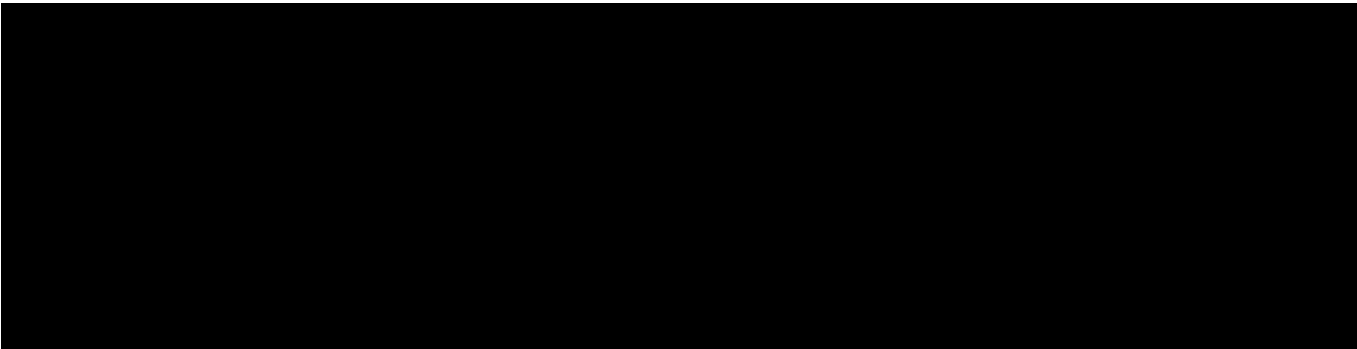
2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

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

2.2 Invoices and Payments

2.2.1 ZGL will make payment to the Contractor prior to 31st March 2024.

PARTIES AND ADDRESSES



Experimental Design: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Anticipated Outcome

[REDACTED]

[REDACTED]

Trial Details

[REDACTED]

[REDACTED]



BACKGROUND AND PURPOSE

ZGL is seeking supply of fruit with the [REDACTED]
[REDACTED]
[REDACTED]

This SLA was initiated by ZGL.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions are applicable without variation.

1.2 Volumes and Label Purchasing

1.2.1 The volumes to be applied under this programme are outlined in Schedule One.

[REDACTED]
[REDACTED]

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

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

[Redacted]

[Redacted]

1.3 Packing Specifications and Ordering

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.3.4 Labelling Indicators are as follows:

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

1.4 EDI Requirement

[REDACTED]

1.5 Data Collection

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

1.6 In-Market Assessment

1.6.1 In order to capture data ZGL may arrange for an in-market assessment to be carried out upon vessel arrival.

[REDACTED]

2. PAYMENT TERMS

2.1 Additional Payment Terms

- 2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.2 Invoices and Payments

- 2.2.1 The Contractor will issue a Tax Invoice to ZGL for the additional payment terms detailed in this clause 2 at the conclusion of the programme.
- 2.2.2 ZGL will make an interim payment prior to 31st August 2023, [REDACTED]
[REDACTED] [REDACTED]
- 2.2.3 ZGL will make final payment to the Contractor prior to 31st December 2023.

Schedule One: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



2023 [REDACTED]
[REDACTED]
SLA D5

BACKGROUND

ZGL intends to undertake an [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This SLA was initiated by ZGL.

COMMENCEMENT DATE

The Trial will commence in GA Main Season: ISO weeks 18-35, HW Main Season: ISO weeks 22-40 until trial volume is complete.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]

[REDACTED] [REDACTED]

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

1.3 **Packing Specifications**

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 **EDI Requirement**

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 **Data Collection**

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

1.6 **Assessment of Trial Product**

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

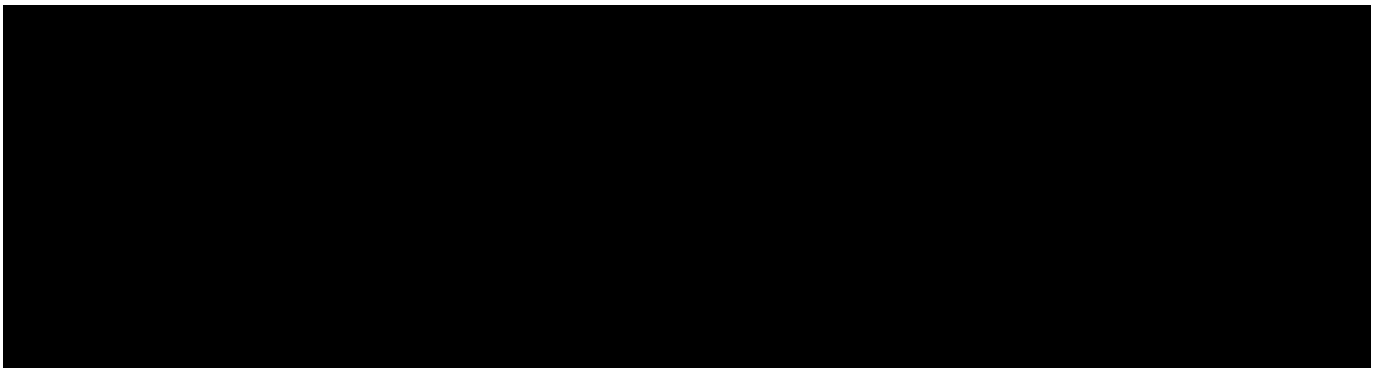
2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

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

2.2 Invoices and Payments

2.2.1 ZGL will make payment to the Contractor prior to 31st March 2024.

PARTIES AND ADDRESSES



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

Observations

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

Monitor Pallets

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

Additional Data Collection/Analysis

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

Approved Trial Volume

[Redacted]

█ [Redacted]

[Redacted]

[Redacted]

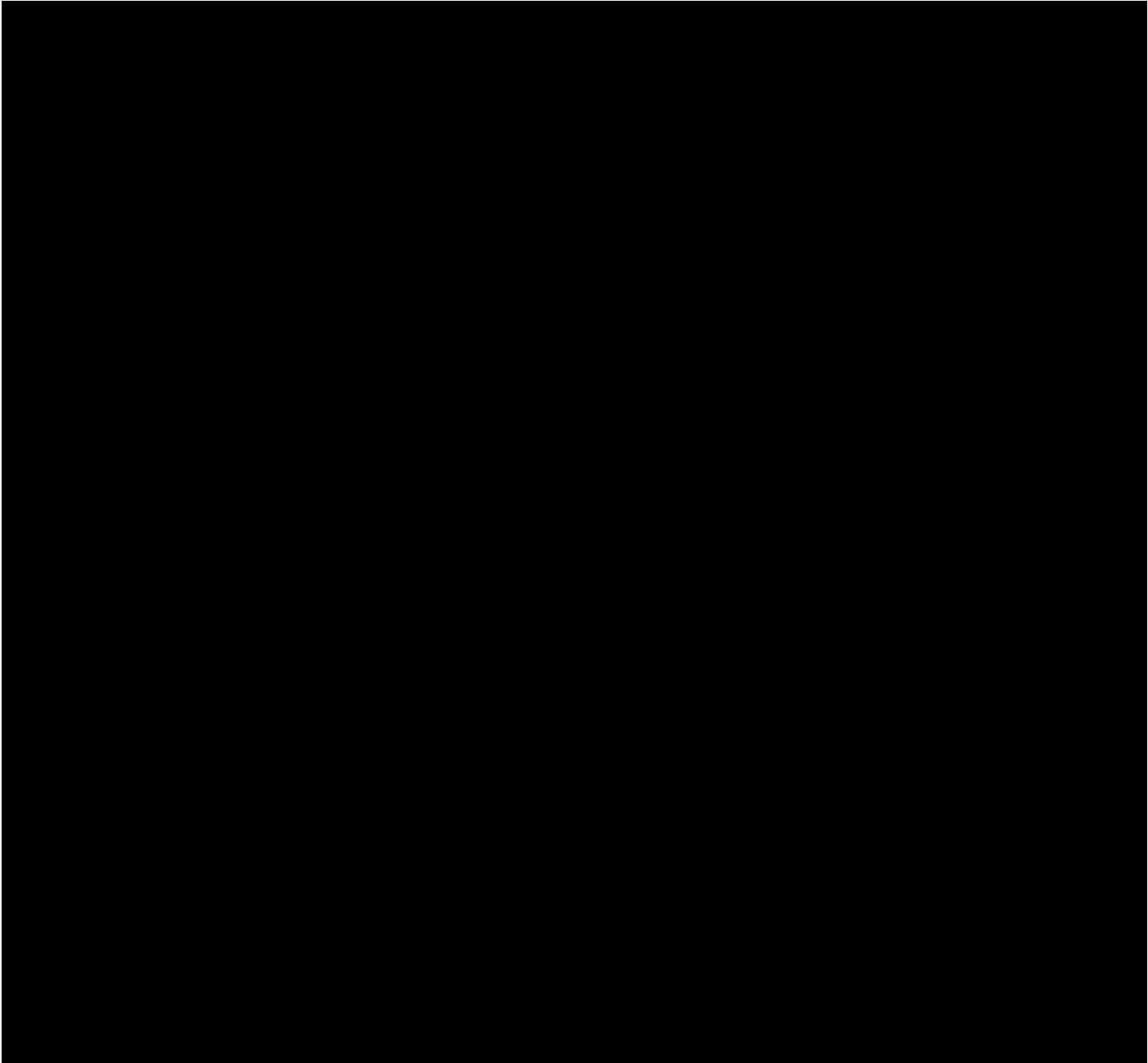
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

Packing / Packhouse monitoring

[Redacted]

- █ [Redacted]
- █ [Redacted]

Monitoring Programme & Responsibilities





2023 [REDACTED]
[REDACTED]
SLA D5

BACKGROUND

ZGL intends to undertake an [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This SLA was initiated by ZGL.

COMMENCEMENT DATE

The Trial will commence in GA Main Season: ISO weeks 18-35, HW Main Season: ISO weeks 22-40 until trial volume is complete.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]

[REDACTED]
[REDACTED]

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

1.3 Packing Specifications

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 EDI Requirement

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 Data Collection

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

1.6 Assessment of Trial Product

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

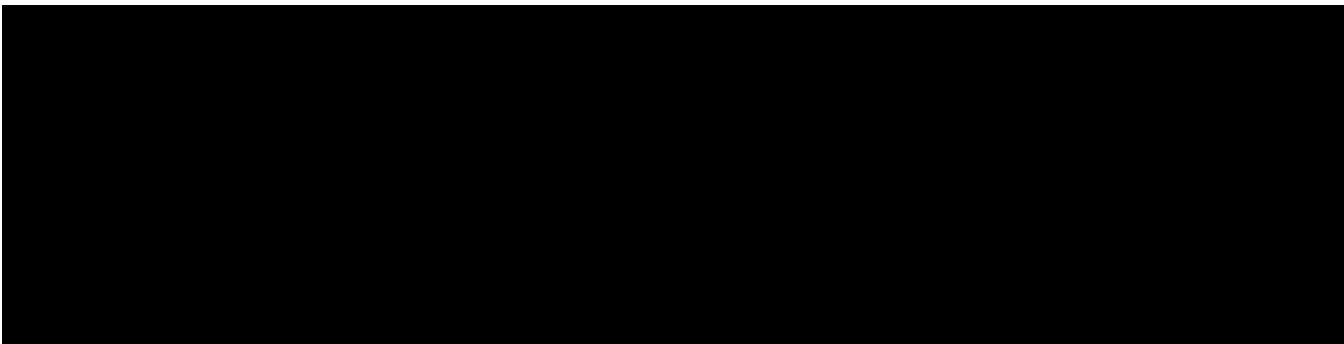
2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

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

2.2 Invoices and Payments

2.2.1 ZGL will make payment to the Contractor prior to 31st March 2024.

PARTIES AND ADDRESSES



Experimental Design: [REDACTED]



Purpose

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Anticipated Outcome

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Measurables [REDACTED]

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

Observations

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

[Redacted]

Monitor Pallets

[Redacted]

Data Collection/Analysis – Zespri Internal Trial

[Redacted]

Trial Details:

[Redacted]

Trial Method

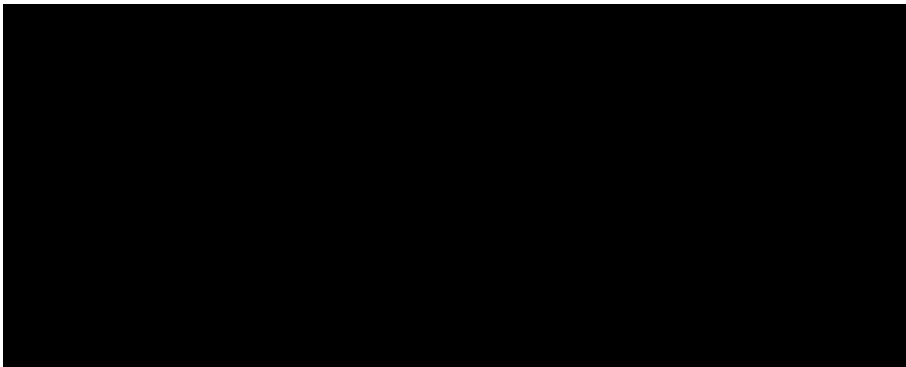
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



[Redacted]

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

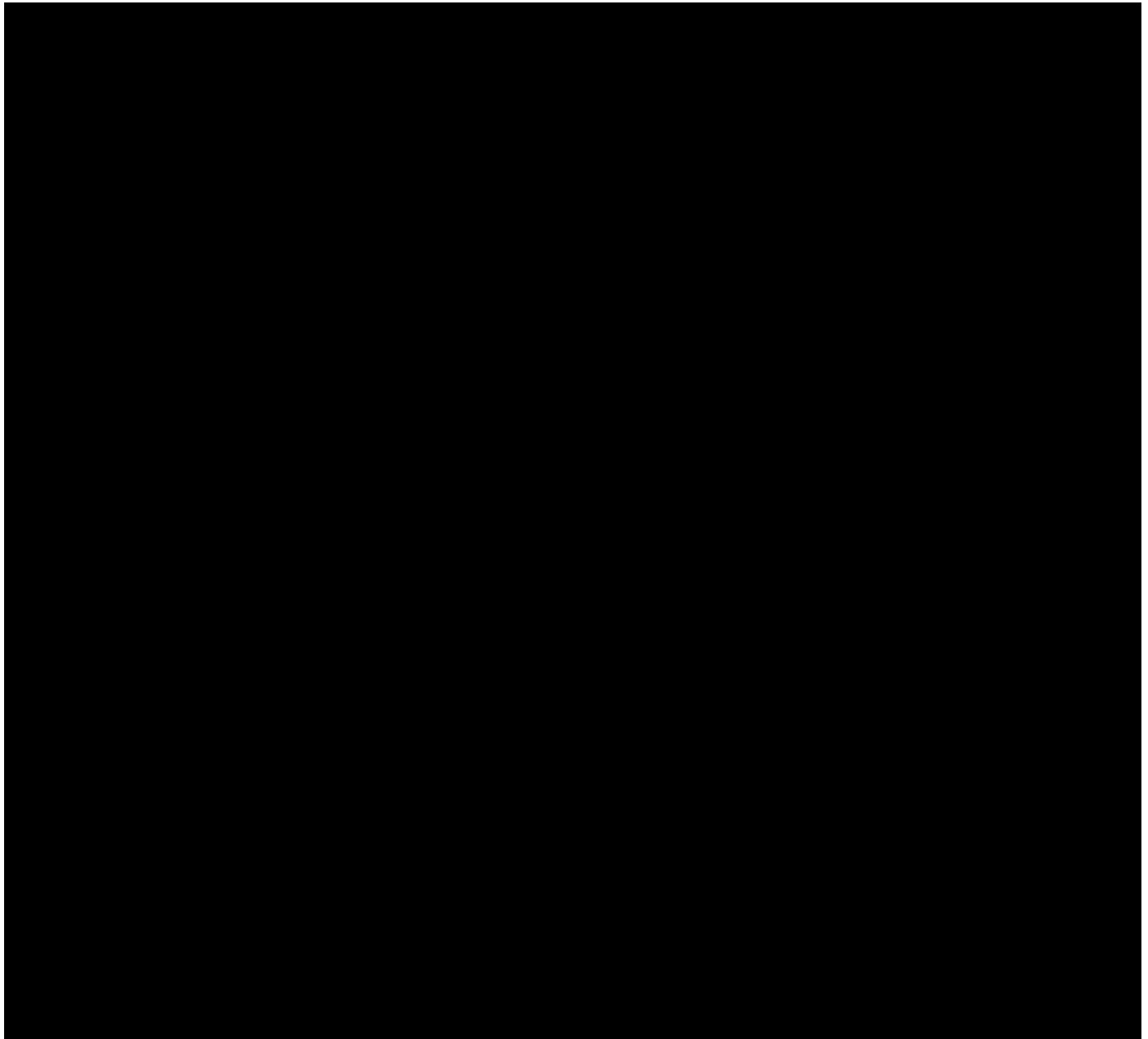
Packing / Packhouse monitoring



Offshore Outturns

- [Redacted]
- [Redacted]

Monitoring Programme & Responsibilities





2023 [REDACTED]
[REDACTED]
SLA D5

BACKGROUND

ZGL intends to undertake an [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This SLA was initiated by ZGL.

COMMENCEMENT DATE

The Trial will commence in GA Main Season: ISO weeks 18-35, HW Main Season: ISO weeks 22-40 until trial volume is complete.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]

[REDACTED]
[REDACTED]

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

1.3 **Packing Specifications**

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 **EDI Requirement**

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 **Data Collection**

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

1.6 **Assessment of Trial Product**

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

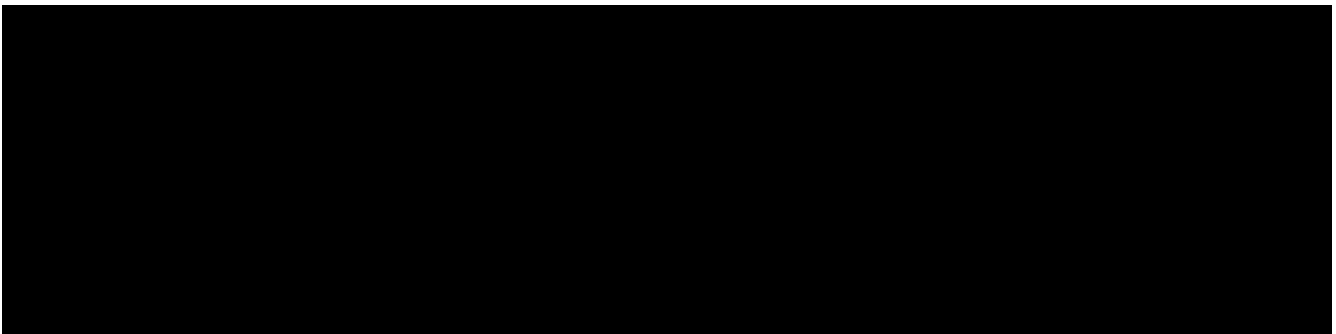
2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

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

2.2 Invoices and Payments

2.2.1 ZGL will make payment to the Contractor prior to 31st March 2024.

PARTIES AND ADDRESSES



Experimental Design: [REDACTED]

[REDACTED]

Purpose

[REDACTED]

Anticipated Outcome

[REDACTED]

Measurables [REDACTED]

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

Observations

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

[Redacted]

Monitor Pallets

[Redacted]

Data Collection/Analysis – Zespri Internal Trial

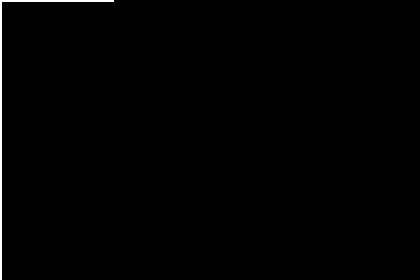
[Redacted]

Trial Details

[Redacted]

Trial Method

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



[Redacted]

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

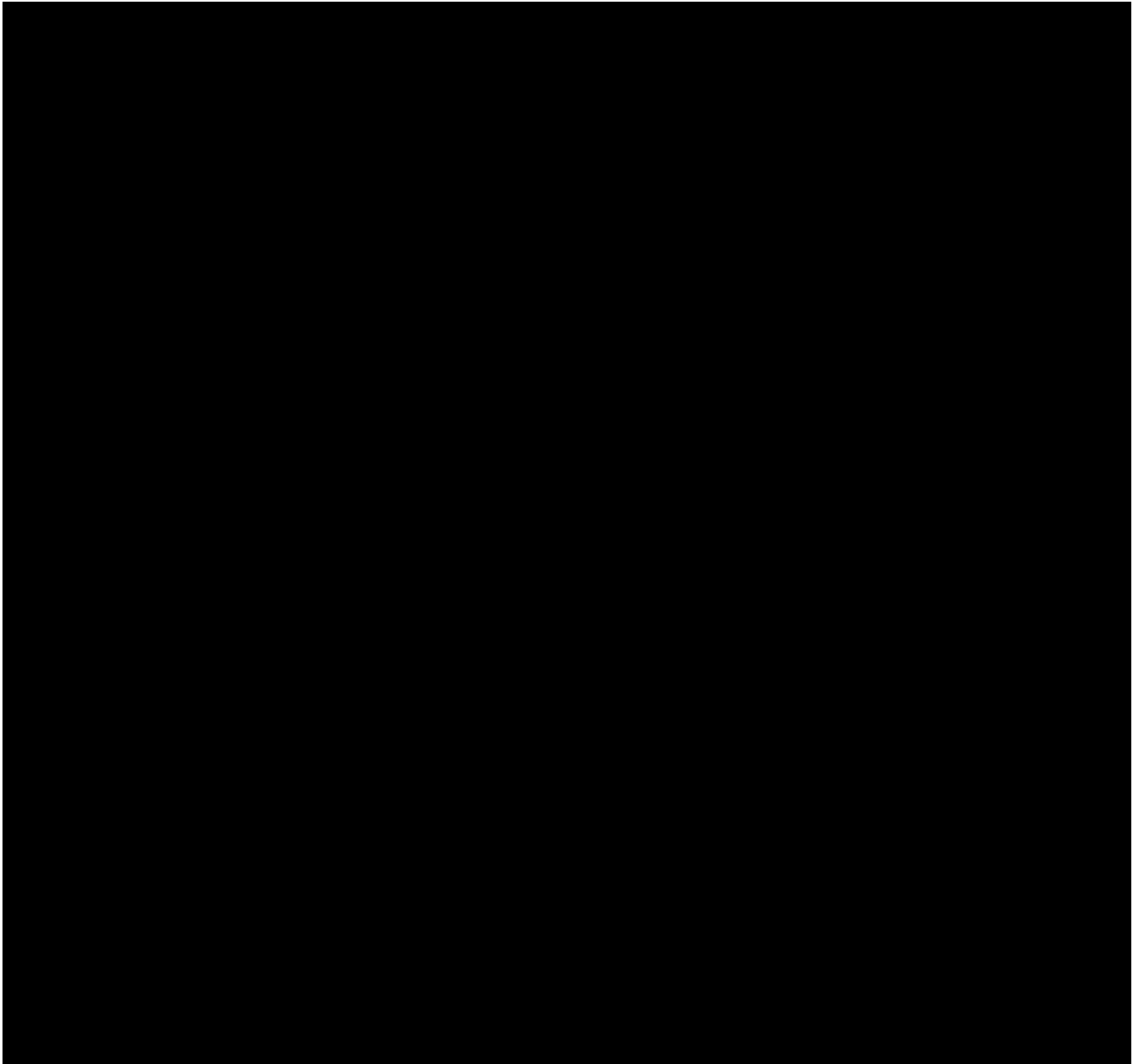
Packing / Packhouse monitoring



Offshore Outturns

- [Redacted]
- [Redacted]

Monitoring Programme & Responsibilities





2023 [REDACTED]
[REDACTED]
SLA D5

BACKGROUND

ZGL intends to undertake an [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This SLA was initiated by ZGL.

COMMENCEMENT DATE

The Trial will commence in GA Main Season: ISO weeks 18-35, HW Main Season: ISO weeks 22-40 until trial volume is complete.

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The **2023 Supply Agreement** terms and conditions apply to this Agreement.

1.2 Volumes

1.2.1 The trial volumes under this programme:

[REDACTED]

[REDACTED]
[REDACTED]

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

1.3 **Packing Specifications**

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 **EDI Requirement**

1.4.1 All Trial Product must be clearly identified in [REDACTED]
[REDACTED]

1.5 **Data Collection**

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

1.6 **Assessment of Trial Product**

1.6.1 In order to capture sufficient data on the Trial Product ZGL will arrange:

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

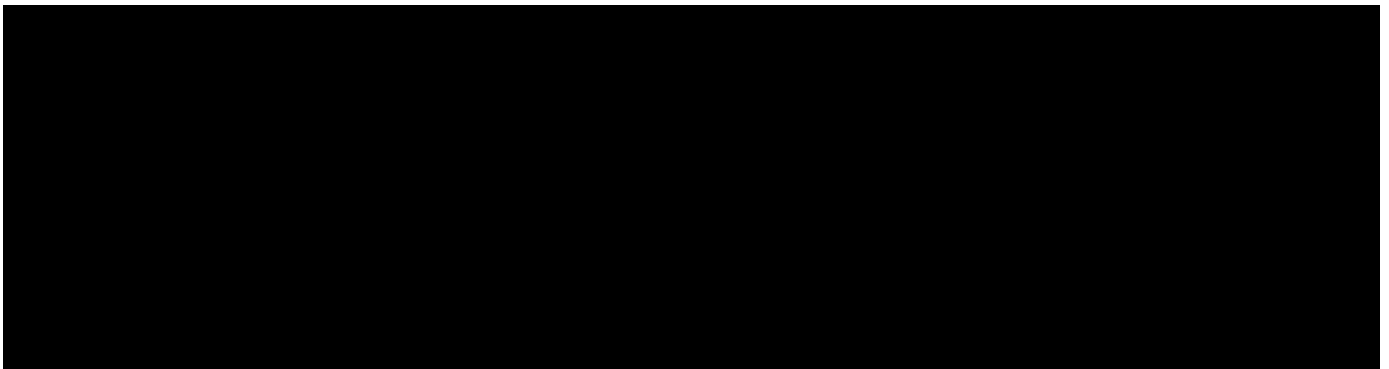
2.1.1 In addition to the payment terms in the 2023 Supply Agreement, ZGL will pay to the Contractor:

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

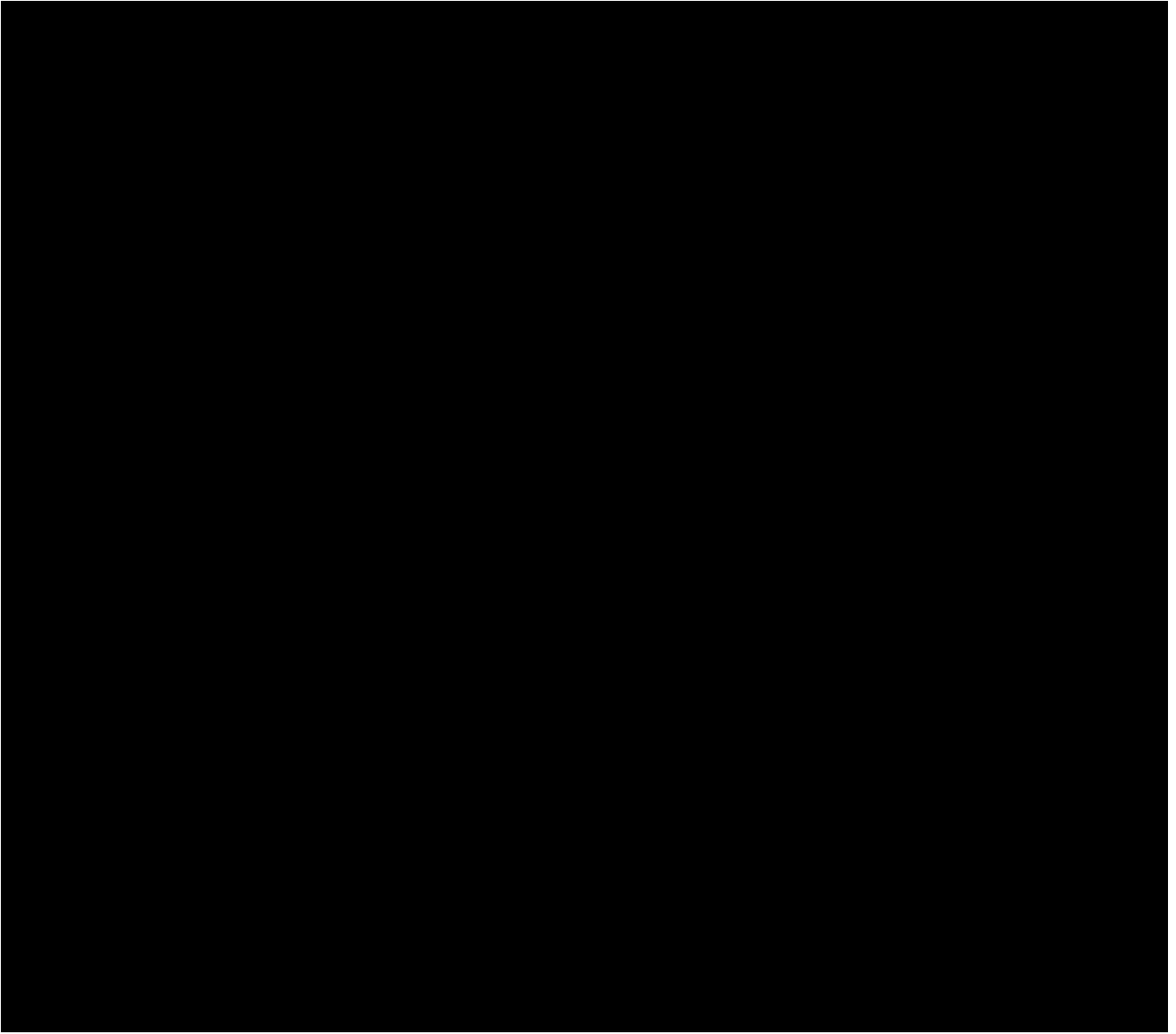
2.2 Invoices and Payments

2.2.1 ZGL will make payment to the Contractor prior to 31st March 2024.

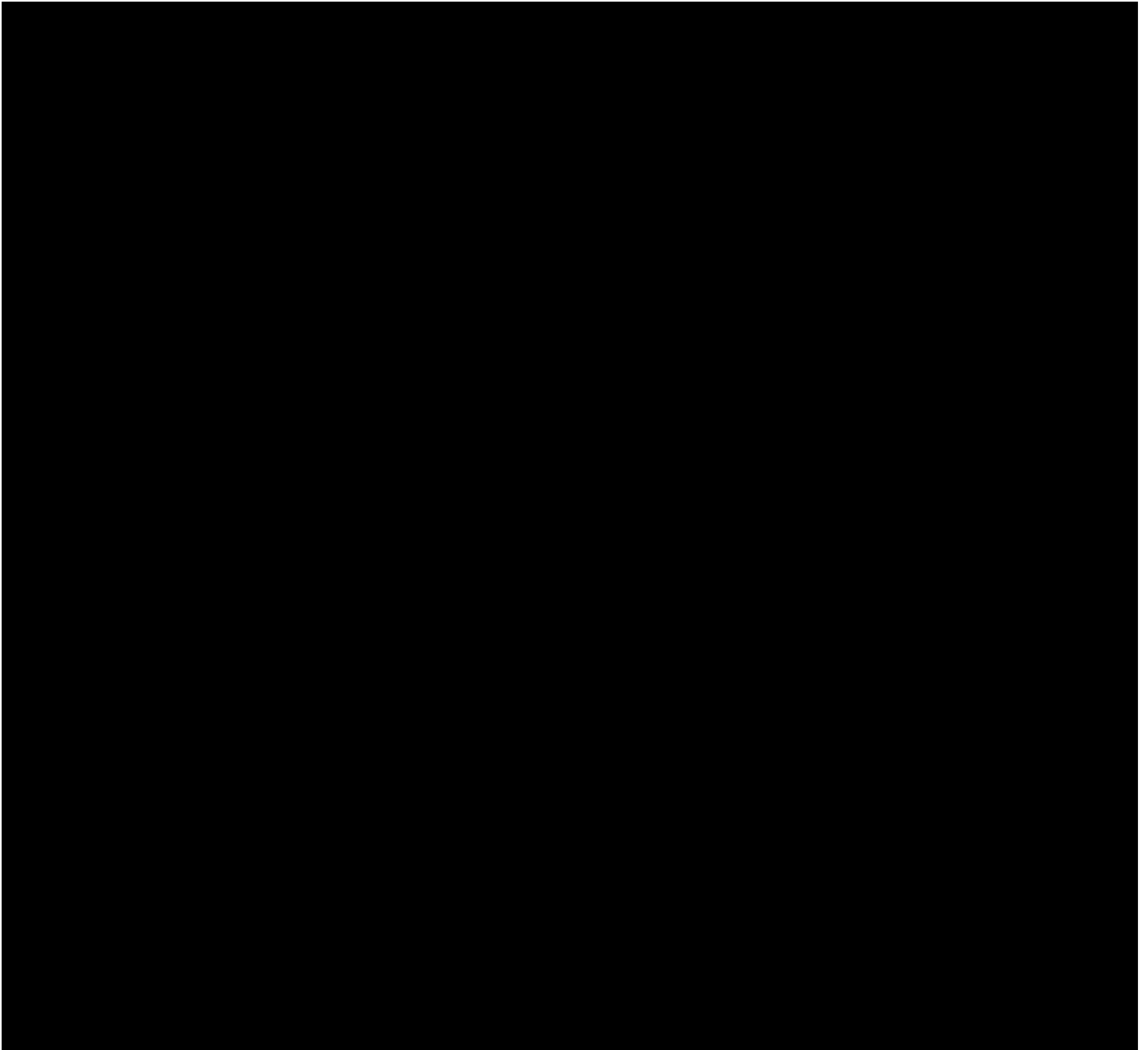
PARTIES AND ADDRESSES



Trial Details



Monitoring Programme & Responsibilities





2023 Innovation Trial

[REDACTED]

SLA D6

BACKGROUND AND PURPOSE

A. This Service Level Agreement (SLA) was initiated [REDACTED] as the Registered Supplier.

■ [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]

1. TERMS OF AGREEMENT

1.1 2023 Supply Agreement and Supply Specifications

The 2023 Supply Agreement and the Supply Specifications apply to this SLA as well as the Trial Plan set out in Appendix 1.

The effective date of this SLA is 22 April 2023.

1.2 EDI Requirement

- █ [REDACTED]

- █ [REDACTED]

[Redacted]

1.3 Data Collection and Trial Plan

1.3.1 By participating in this trial (outlined in further detail in Appendix 1), the Registered Supplier gives consent for any resulting data and information to be shared with the industry.

1.3.2 Data will be generated through:

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

[Redacted]

[Redacted]

1.4 Contracted Volume

The contracted volume under this SLA is as set out below, unless otherwise agreed between Zespri and the Registered Supplier in writing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. INVOICES AND PAYMENTS

[REDACTED]

[REDACTED]

4. PROJECT OVERSIGHT

[REDACTED]

1. Trial Design (Onshore)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

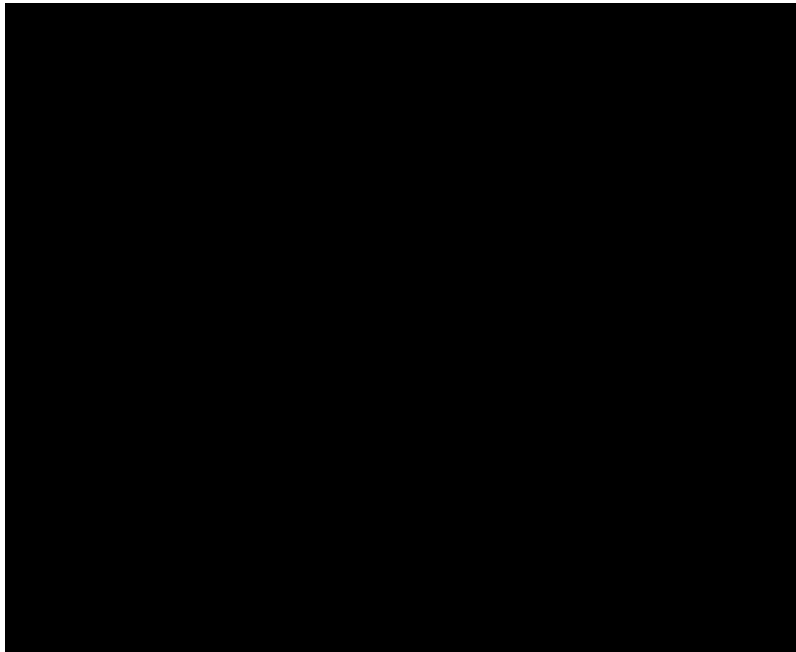
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[REDACTED]

[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]

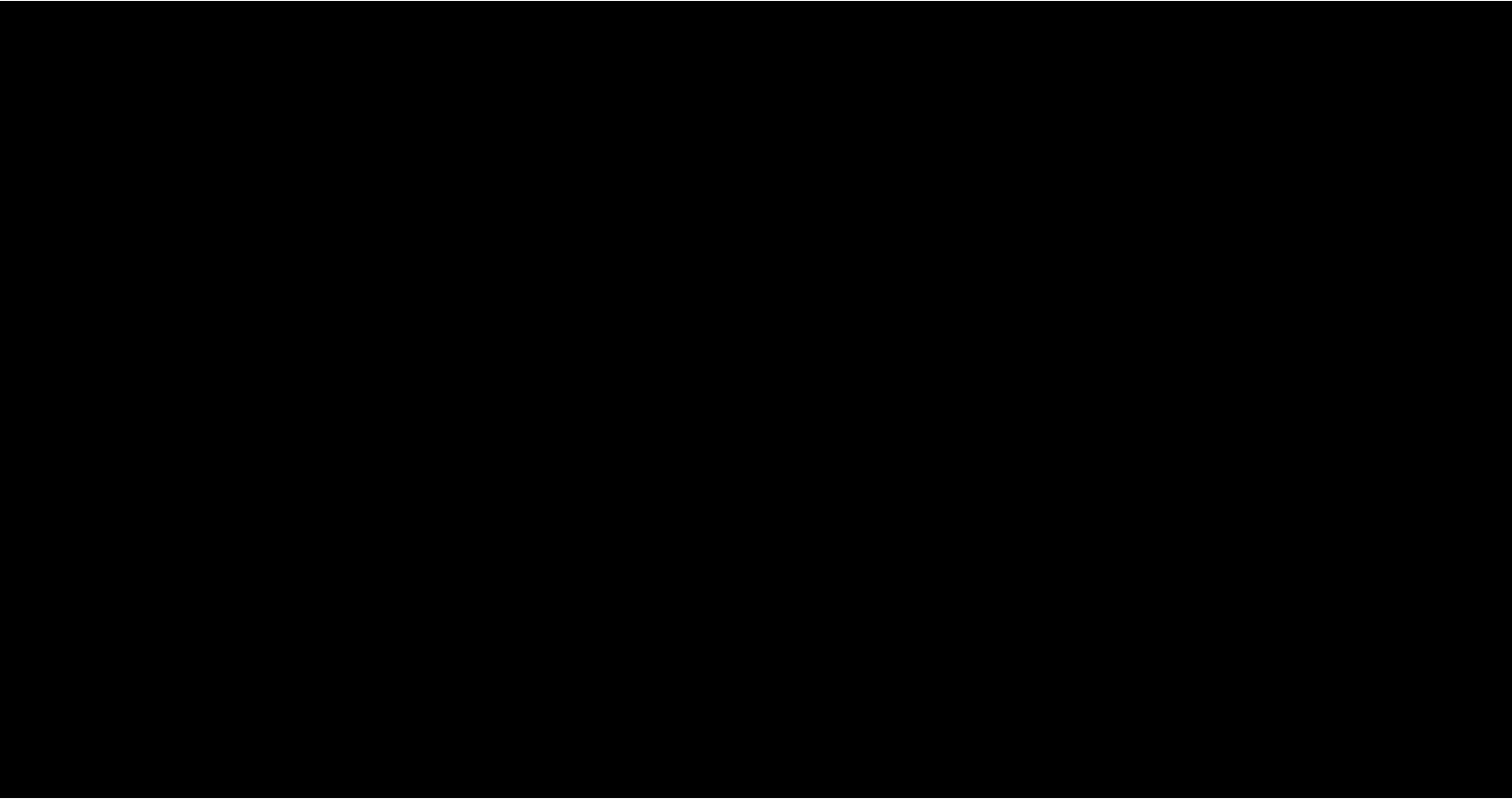
■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]





2023

EXPORT TRIAL

SLA D7

THE PARTIES AGREE AS FOLLOWS:

1. INTRODUCTION

This Service Level Agreement (SLA) comprises:

1. This Introduction;
2. The Commercial Details;
3. The Service Schedule;
4. The General Terms; and
5. The Supply Agreement.

If there is any inconsistency between the above documents, they will prevail in the order in which they are set out in above.

2. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) 400 Maunganui Road Mount Maunganui New Zealand [REDACTED] [REDACTED] [REDACTED] [REDACTED] (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL.
3.	Purpose and background to the SLA	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
4.	Effective Date	16 August 2023
5.	Term	Until the Services are complete
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED] [REDACTED]

3. SERVICE SCHEDULE

1. VOLUMES

1.1 The trial volumes under this SLA are:

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

[REDACTED]

[REDACTED]

[REDACTED]

2. PACKING SPECIFICATIONS

2.1 All trial volumes must be packed to [REDACTED]
[REDACTED]

2.2 The Registered Supplier should contact ZGL and the Packaging Manufacturer immediately if:

- (a) the trial product the subject of this SLA receives any market restriction preventing the trial product going to its planned destination; or
- (b) the trial product develops any fruit quality issues.

2.3 The Registered Supplier must inform ZGL and the Packaging Manufacturer immediately if there are any issues relating to integrity, quality or fitness of the trial packaging, and allow the Packaging Manufacturer and/or ZGL to assess and verify any loss that may result due to such integrity, quality or fitness issues.

2.4 The Registered Supplier must not make any changes to [REDACTED] and, in particular, the method of providing the Services, without the prior written consent of ZGL.

2.5 Access is required for ZGL Packaging and the Packaging Manufacturer personnel into the Registered Supplier's packhouse on for the purposes of the trial on a date to be agreed between the parties in conformance with the Registered Supplier's Health and Safety procedures.

3. EDI REQUIREMENT

3.1 All kiwifruit supplied must have electronic Trial Packaging Indicator "E" applied to all pallets.

4. ASSESSMENT OF TRIAL PRODUCT

[REDACTED]

5. FURTHER DETAIL

5.1 Further detail relating to the Services is set out in the Appendix.

The Services can be amended by the parties by agreement in writing from time to time.

APPENDIX – FURTHER DETAIL RELATING TO THE SERVICES

Experimental Design: [REDACTED] Export Trial 2023

SBU	TECHNICAL	COMPANY:	Zespri
DATE	23/06/2023	AUTHOR:	[REDACTED]
VERSION:	ONE	TRIAL NO.:	PT018

Purpose

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

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

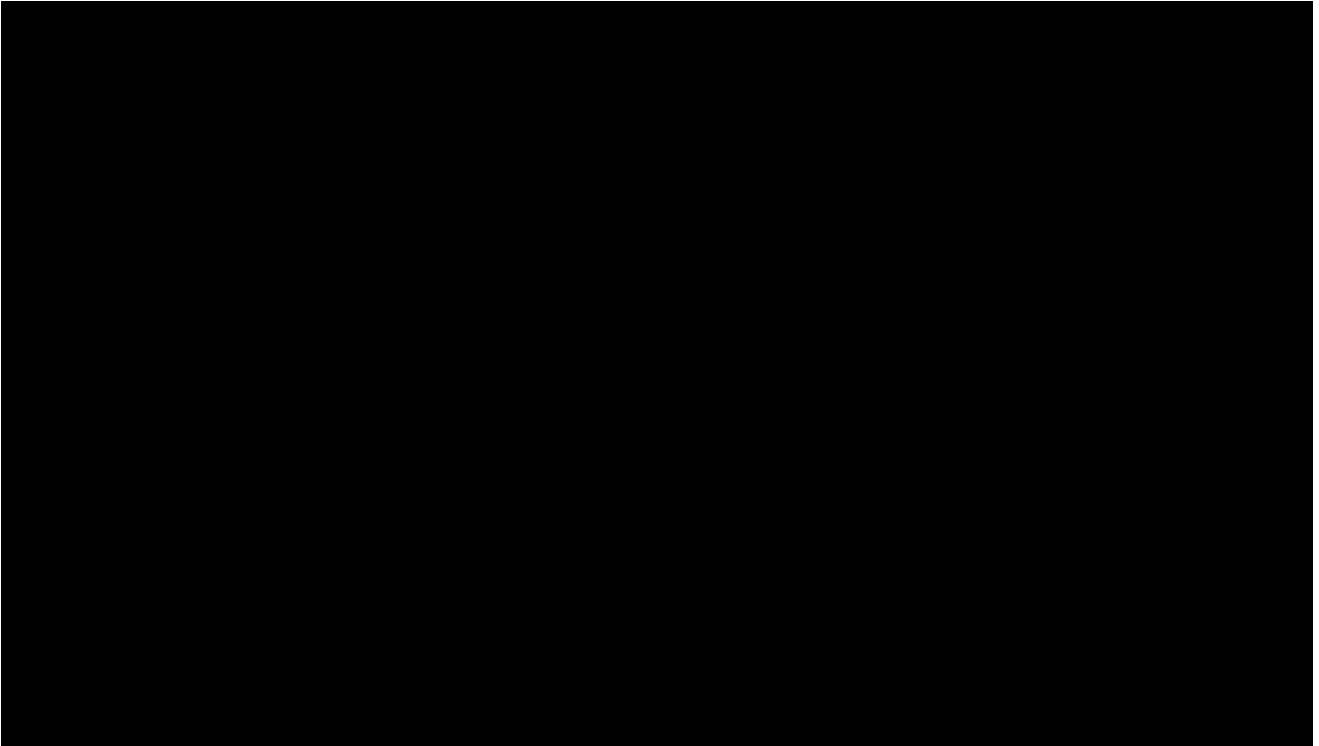
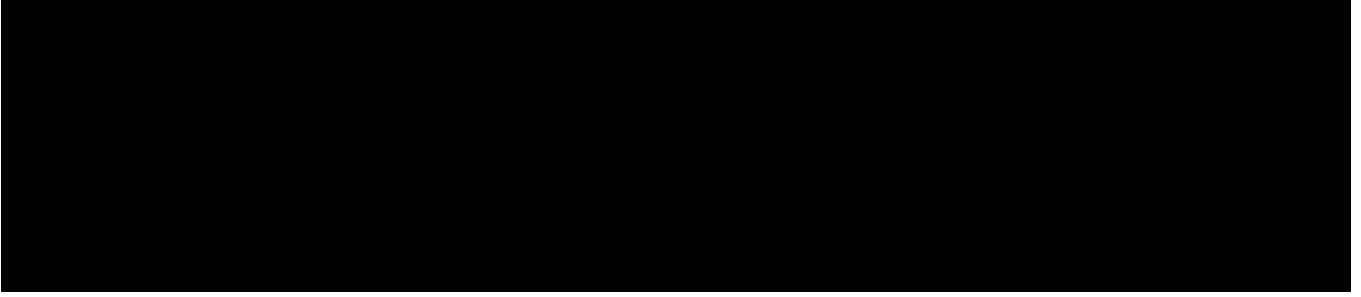
[REDACTED]

[REDACTED]

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



Trial Overview



Trial Details

Packhouse Facility	[REDACTED]
Packing Week	ISO Week TBC
Approved Trial Volume:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Electronic Indicators:	Trial Pallets: Trial Packaging Indicator “E”
Pallet Visual Identification:	Trial Pallets: 4 x orange PACKAGING TRIAL pallet labels
Proposed Shipment Date:	Target Container TBC

Trial Set up

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- Completed pallets will then be presented to packhouse staff for strapping and labelling.
- Zespri staff to be present at trial and carry out the repacking.
- Orange “TRIAL PACKAGING” labels to be placed on all four sides of the pallets (supplied by ZIL Packaging).
- Trial pallets to be identified with ‘E’ Trial Packaging Indicator in EDI.

[Redacted]

[Redacted]

[Redacted]

Orders / Shipping

- Trial pallets will be pre allocated to an order prior to packing.
- Delivery number (TBC)

[Redacted]

Market Outturn / Data Analysis

[Redacted]

[Redacted]

ASSESSMENT OFFSHORE:

Same trial methodology as previous technical trials in New Zealand.

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

Definitions of Trial Success

[REDACTED]

4. GENERAL TERMS

INTRODUCTION

The Parties wish to provide for the supply of Services by the Registered Supplier to ZGL in accordance with the terms and conditions set out in this SLA.

AGREEMENT

1. DEFINITIONS

1.1 **Defined terms:** In this SLA, unless the context requires otherwise capitalised terms have the meaning set out in the Supply Agreement, or otherwise as set out below:

Commercial Details means the commercial details set out in section 2 of this SLA.

Effective Date has the meaning set out in item 4 of the Commercial Details.

General Terms means these general terms set out in this section 4 of this SLA.

Intellectual Property Terms means the intellectual property terms set out in item 11 of the Commercial Details.

Introduction means the introduction set out in section 1 of this SLA.

Other Terms means the other terms set out in item 12 of the Commercial Details.

Parties has the meaning set out in item 1 of the Commercial Details.

Payment Terms has the meaning set out in item 7 of the Commercial Details.

Registered Supplier has the meaning set out in item 1 of the Commercial Details.

Service Schedule means the service schedule set out in section 3 of this SLA.

Services means the services set out in the Service Schedule.

SLA means this service level agreement.

Supply Agreement means the supply agreement relating to the supply of kiwifruit and services entered into between ZGL and the Registered Supplier.

Supply Agreement Amendments means the amendments set out in item 8 of the Commercial Details.

Term has the meaning set out in item 5 of the Commercial Details.

Termination Provisions has the meaning set out in item 13 of the Commercial Details.

ZGL or Zespri has the meaning set in item 1 of the Commercial Details.

2. TERM

2.1 **Term of SLA:** This SLA will commence on the Effective Date and will continue for the Term, unless terminated earlier in accordance with this SLA.

3. APPOINTMENT AND INITIATION

3.1 **Appointment:** ZGL appoints the Registered Supplier, and the Registered Supplier agrees, to provide the Services in accordance with this SLA.

3.2 **Non-exclusive appointment:** The Parties agree that:

- (a) the Registered Supplier's appointment under this SLA is non-exclusive; and
- (b) ZGL may appoint third parties to provide services similar to, or the same as, the Services at any time, or may provide them itself.

3.3 **Initiation of SLA:** The Parties agree that the SLA was initiated by the party set out in item 2 of the Commercial Details.

4. SLA DOCUMENTS

4.1 **SLA:** The Parties agree that the SLA comprises

- (a) the Introduction;
- (b) the Commercial Details;
- (c) the Service Schedule;
- (d) these General Terms; and
- (e) the Supply Agreement.

If there is any inconsistency between the above documents, they will prevail in the order in which they are set out in above.

5. PAYMENT

5.1 **Payment terms:** The Registered Supplier will be compensated for the provision of the Services as set out in the Payment Terms. If ZGL disputes any amount claimed for compensation on reasonable commercial grounds, ZGL may withhold payment of the disputed portion of such invoice pending resolution of the dispute. The Registered Supplier will provide ZGL with any information ZGL reasonably requires to resolve any such dispute. ZGL will pay any outstanding compensation within five working days of the dispute being resolved.

5.2 **Expenses:** The Registered Supplier's actual and reasonable costs and expenses in performing the Services may be reimbursed if reimbursement is provided for in the Payment Terms. If costs and expenses are to be reimbursed per the Payment Terms, the Registered Supplier will provide ZGL with valid receipts for all costs and expenses incurred and any such other supporting information reasonably requested by ZGL. If ZGL considers that any cost or expense which the Registered Supplier has paid for is not reasonable,

then ZGL is under no obligation to reimburse the Registered Supplier.

6. INTELLECTUAL PROPERTY / INFORMATION

6.1 **Intellectual property rights:** All intellectual property rights, data, information and confidential information which is created by, or results from, the Services or this SLA, will be owned and used as set out in the Intellectual Property Terms.

7. OTHER TERMS

7.1 The Parties acknowledge and agree:

- (a) to the Other Terms.
- (b) that the commercial benefits of the SLA are accurately detailed in item 8 and 9 of the Commercial Details.

8. GENERAL

8.1 **Independent contractor:** The Registered Supplier will perform the Services as an independent

contractor. The Registered Provider will avoid any conflicts of interest while performing the Services for ZGL or incurring any other obligation which is inconsistent with its obligations to ZGL under this SLA. The Registered Supplier will obtain all necessary consents, permits or visas necessary to enable it to perform the Services and comply with all laws in the jurisdictions in which you carry out the Services.

8.2 **Termination:** This SLA may be terminated in accordance with the Termination Provisions. Any termination will not affect any rights of a party that have accrued before termination.

8.3 **Governing law and jurisdiction:** This SLA will be governed by, and construed in accordance with, the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand