



MILK SUPPLY AGREEMENT EXCLUSIVE



SECTION 1

AGREEMENT DETAILS

SCHEDULE

ITEM	TERM	DEFINITION
PURCHASER ENTITY		
1.	ENTITY NAME:	RIDDOCH TRADING PTY LTD TRADING AS THE UNION DAIRY COMPANY
2.	ABN:	ABN 84 610 960 015
3.	ADDRESS:	C/- THE MIDFIELD GROUP, CNR SCOTT ST & MCMEEKIN RD, WARRNAMBOOL
4.	CONTACT NAME:	
5.	CONTACT TITLE:	
6.	CONTACT PHONE:	
7.	CONTACT EMAIL ADDRESS:	

SUPPLIER ENTITY		<i>Must attach company certificate</i>									
8.	ENTITY/ABN NAME:										
9.	ENTITY TYPE:	PARTNERSHIP		COMPANY		TRUST		SOLE TRADER		OTHER	
10.	ENTITY REPRESENTATIVES:										
11.	ABN:										
12.	POSTAL ADDRESS:										
13.	EMAIL ADDRESS:										

SUPPLIER ENTITY CONTACTS											
14.	CONTACT NAME:										
15.	TITLE:										
16.	CONTACT PHONE:										
17.	EMAIL ADDRESS:						FARMER APP:		WEB PORTAL:		
18.	CONTACT NAME:										
19.	TITLE:										
20.	CONTACT PHONE:										
21.	EMAIL ADDRESS:						FARMER APP:		WEB PORTAL:		

FARM											
22.	ADDRESS:										
23.	GPS POSITION (DAIRY):										
24.	DISTANCE TO FACTORY:										
25.	REGULATORY BODY:										
26.	REGULATORY LICENSE NO:										

TERM			
27.	START DATE:		END DATE:

MINIMUM PRICE (EXCLUDING INCENTIVES AND DEDUCTIONS)			
28.	MINIMUM PRICE FAT:	\$4.18	MINIMUM PRICE PROTEIN: \$6.27

PAYMENT	
30.	BANK ACCOUNT NAME:
31.	BSB AND ACCOUNT NUMBER:
32.	BANK & BRANCH NAME:

COLLECTION SCHEDULE AND VEHICLE COLLECTION SCHEDULE			
33.	VAT CAPACITY		
	PEAK LITRES		
	MILKING START TIME	AM	PM
	MILKING END TIME	AM	PM
	COLLECTION VEHICLE	19 METER B-Double	25 METER B-Double

INSURANCE	
34.	MUST ATTACH DETAILS OF INSURER, SUM INSURED AND ENDORSEMENTS
	PUBLIC LIABILITY - \$10 MILLION PER OCCURRENCE
	PRODUCT LIABILITY - \$10 MILLION PER OCCURRENCE

LOYALTY INCENTIVE	
35.	CENTS PER KG OF MILK SOLIDS SUPPLIED FOR THE CONTRACT TERM

SPECIAL CONDITIONS	
36.	

SHAREFARMER DETAILS

37.	ENTITY NAME:			
38.	POSTAL ADDRESS:			
39.	CONTACT NAME:			
40.	TITLE:			
41.	CONTACT PHONE:		APP:	
42.	EMAIL ADDRESS:		WEB PORTAL:	
43.	CONTACT NAME:			
44.	TITLE:			
45.	CONTACT PHONE:		APP:	
46.	EMAIL ADDRESS:		WEB PORTAL:	

SHAREFARMER PAYMENT

47.	SPLIT	
	Base Price	
	Fat/Protein Ratio Incentive	
	Quantity Incentive - Farm	
	Quantity Incentive - Group	
	Loyalty Incentive	
	Grade Free Incentive	
	Monthly Incentive	
	Flat Milk Incentive	
	Transport Charge	
	UDV/SADA	
	Other	
48.	ABN NUMBER:	
49.	BANK ACCOUNT NAME:	
50.	BSB AND ACCOUNT NUMBER:	
51.	BANK & BRANCH NAME:	

TARGET VOLUME		THIS IS TO DETERMINE THE BANDS FOR FLAT MILK AND QUANTITY INCENTIVE			
52.	MONTH	PROTEIN	FAT	MILKSOLIDS	LITRES
	JULY				
	AUGUST				
	SEPTEMBER				
	OCTOBER				
	NOVEMBER				
	DECEMBER				
	JANUARY				
	FEBRUARY				
	MARCH				
	APRIL				
	MAY				
	JUNE				
	TOTAL				
	QUANTITY INCENTIVE (cents)				
53.	FLAT MILK INCENTIVE %				
54.	ANNUAL AVERAGE MONTHLY INCENTIVE PER MILK SOLID				

PREVIOUS PROCESSOR	
55.	PROCESSOR:

KEY CONTACTS			
56.	ACCOUNTANT NAME:		
	PHONE:		
	EMAIL ADDRESS:		WEB PORTAL:

57.	CONSULTANT NAME:		
	PHONE:		
	EMAIL ADDRESS:		WEB PORTAL:

58.	OTHER CONTACTS:		
	TITLE:		
	PHONE:		TEXT ALERTS:
	EMAIL ADDRESS:		WEB PORTAL:

The Supplier agrees to exclusively supply milk to UDC, and UDC must purchase, all milk produced by the Supplier during the Term as outlined in Section 1 - Agreement Detail Schedule item 27, subject to the standard terms and conditions of this Milk Supply Agreement, and in accordance with the Statement of Circumstances below:

Statement of Circumstances – Exclusive Milk Supply Agreement

- a) UDC's milk price has been set considering domestic and global market conditions
- b) UDC suppliers can decide themselves to extend the term beyond that stated
- c) UDC will enter into a Milk Supply Agreement with the Supplier under the following circumstances:
 - i. Supplier supplies all their milk exclusively to UDC
 - ii. Location of the Supplier is from the South West Victoria and South East South Australia where the supplier has passed UDC requirements as outlined in the Standard Form of Agreement
 - iii. The supplier holds or intends to hold a current Dairy Food Safety Licence and the Supplier complies with legislation in relation to milk production, including environmental/effluent management and animal welfare
 - iv. Supplier can provide safe and efficient tanker access and logistically efficient collection
 - v. Supplier can demonstrate adherence to UDC's milk quality specifications
 - vi. Supplier has the production capability to supply minimum milk collection 400 litres on skip a day collection
 - vii. UDC has not already met its total milk supply requirements for the 2021/22 season

SIGNED FOR AND ON BEHALF OF RIDDOCH TRADING PTY LTD TRADING AS THE UNION DAIRY COMPANY (ABN 84 610 960 015) BY TWO DIRECTORS AND/OR SIGNING AUTHORITY:

SIGNATURE		
PRINT FULL NAME		
TITLE		
DATE		

SIGNED FOR AND ON BEHALF OF THE SUPPLIER:

SIGNATURE		
PRINT FULL NAME		
TITLE		
DATE		

SIGNED FOR AND ON BEHALF OF THE SHAREFARMER:

SIGNATURE		
PRINT FULL NAME		
TITLE		
DATE		



SECTION 2

STANDARD TERMS & CONDITIONS

1. AGREEMENT

- 1.1. Term – From the contract signing date there is a 14-day cooling off period to withdraw from the contract. After the cooling off period the rights and obligations under this agreement begin on start date and continue until
 - (a) the end date, unless terminated earlier in accordance with Section 2 – Milk Supply Agreement 11.4 or;
 - (b) the term maybe extended beyond the end date by mutual agreement for a further 12 months. A request to extend the term of the agreement must be received by UDC from the Supplier no later than the 31st May or 30 days prior to the end of the Term.
 - (c) if a mutual agreement between UDC and the Supplier to either renew the Milk Supply Agreement or extend the current Milk Supply Agreement end date cannot be reached, the supplier must provide 30 days notice to UDC of their intention to cease supply to UDC.
 - (d) if UDC or the Supplier does not provide written notices to each other regarding renewal, extension or otherwise of this Milk Supply Agreement, the Agreement will be deemed to continue until terminated by way of the Milk Supply Agreement end date (or such shorter period of termination as is agreed by the parties in writing).
 - (e) For Milk Supply Agreement terms that are greater than 3 years the Supplier has the right to unilaterally extend the contract for a further 12 months. Notification of such extension must be received from the Supplier to UDC with no less than 30 days' notice before the term end date of the Milk Supply Agreement.
- 1.2. Upon signing this agreement all records must be kept for six years after the end of the term in accordance with section 55(3) of the Code.
- 1.3. Agreement – This Agreement sets out the terms and conditions on which UDC is prepared to buy milk from the Supplier, as required by the Competition and Consumer (Industry Codes-Dairy) Regulations 2019 (Code). This agreement comprises the entire agreement between the parties and is made up of the following sections (in the order of priority as listed):
 1. Agreement Details Schedule, including the special conditions specified in item 36 (if any) of that schedule;
 2. Standard Terms and Conditions (this document);
 3. Pricing Schedule;
- 1.5. Unilateral Variations – Any unilateral variations must comply with the Code. UDC must provide any unilateral variations in writing of the effective date and include the reasons for the variations. Within 21 days' notice the Supplier must provide written acceptance of the unilateral variation by the effective date. Unilateral variations may be made under the following circumstances:
 - (a) if there is a change in a Commonwealth, State or Territory law, to the extent necessary to comply with the changed law or;
 - (b) if the contract is terminated early under Section 2 – Milk Supply Agreement 11.4 or;
 - (c) if there is a prospective step down under Section 3 – Pricing Schedule 2.2. Termination of the contract due to a prospective step down can be made under Section 2 – Milk Supply Agreement 11.4 (f).
 - (d) under no other circumstances can the Supplier unilaterally vary the agreement.
- 1.6. This agreement has been entered to by UDC in good faith and the Supplier and UDC must always deal with each other in good faith, in accordance with section 11 of the Code.

2. GENERAL

- 2.1. Governing Law – This agreement is governed by the Federal and State laws of the state in which the Farm is located.
- 2.2. Notices – A notice under this agreement is only effective if it is in writing, signed by the party giving it and delivered to the other party's address or emailed as specified in Section 1 - Agreement Detail Schedule item 3 and 7 or 12 and 13 (as applicable) (or as that party has notified the sender).
- 2.3. Assignment – The Supplier may not assign, novate, or otherwise transfer its rights or obligations under this agreement without the prior consent of UDC. UDC may assign, novate or otherwise transfer its rights or obligations under this agreement to any other person, by giving notice to the Supplier (and the Supplier agrees to enter into such documents are reasonably required to give effect to any such assignment, novation or transfer).
- 2.4. Subcontracting – The Supplier may not subcontract any of its obligations (including its obligation to supply milk) without the prior consent of UDC.

- 25. Consequential loss – Neither party is liable to the other for any indirect or consequential loss, including loss of profit.
- 26. Waiver – A failure or delay in exercising a right under this agreement does not mean that the right has been waived and does not prevent the party from exercising that right.
- 27. Relationship – The relationship between the parties under this agreement is one of principal and independent supplier and is not to be taken to be a partnership, agency or employment relationship.
- 28. Definitions – The definitions set out in the Agreement Details Schedule and below apply in this agreement:
 - (a) Agreement Details Schedule means the schedule setting out the parties and key agreement details to which these terms are attached.
 - (b) A Grade Milk means milk which meets the requirements of A grade milk, as described Section 3 – Pricing Schedule 12.2.
 - (c) Force Majeure Event means a weather event or other act of God (such as a declared drought, disease outbreak, fire, flood or earthquake) to the extent that the effect of the event or act could not have been avoided by the exercise of reasonable care or diligence.
 - (d) Pricing Schedule means the detailed pricing schedule attached to these terms.
 - (e) Milk Supply Handbook means the Milk Supply Handbook produced by UDC and provided to the Supplier, as amended from time to time, in accordance with Section 2 – Milk Supply Agreement 1.5.

3. QUALITY ASSURANCE REQUIREMENTS

- 3.1. Compliance – The Supplier must maintain all necessary licenses, approvals and permits to supply milk and must comply with all relevant laws, regulations, codes of practice and good industry practice applicable to the operation of the Farm as a dairy and the supply of milk.
- 3.2. Milk Supply Handbook – Without limiting any other obligation included in this agreement, the Supplier must comply with the requirements set out in the Quality Assurance Register which contains the Milk Supply Handbook, Quality Assurance Manual and Farmer Worksheets, as amended by UDC of which 60 days' notice must be given prior to 1 July of each new season. These requirements include commitments in respect of:
 - (a) maintenance of milk quality, including quality assurance programs, food safety programs and storage capability.
 - (b) compliance with employment obligations, occupational health and safety, environmental requirements (including in respect of effluent disposal) and animal welfare policies; and
 - (c) completion of the Farm Assurance Register.

4. TARGET VOLUME

- 4.1. Target Volume – The Supplier must use reasonable endeavors to, and diligently seek to, ensure that the volume of milk produced by the Supplier during the Term is at least equal to the Target Volume as shown in Section 1 - Agreement Detail Schedule item 52.
- 4.2. Supply Changes – The Supplier must provide UDC with at least 60 days advance notice (or such advance notice as agreed) of any expected changes to output volumes which are reasonably anticipated to be more than 10% of the applicable Target Volume. The Supplier and UDC agree to engage in good faith discussions in respect of the consequences of the notified expected changes to volumes.

5. OWNERSHIP

- 5.1. Risk and Title – The Supplier warrants that it owns all milk supplied to UDC and has the right and authority to sell that milk, free of any security interest. All milk remains at the Supplier's risk until loaded into the tanker, at which point risk and title to the milk transfers to UDC.

6. STORAGE AND COLLECTION

- 6.1. Temperature – All milk collected from the Supplier will be tested for milk temperature on collection, using the Collection Vehicle's tanker thermometers.
- 6.2. The temperature guidelines are as outlined and are guided by industry standards.

- (a) Milk must be cooled to 5 degrees/C or less within 3.5 hours of the commencement of milking.
 - (b) With UDC approval, the other accepted measure is <5 degrees/C within 2.4 hours (2hrs 24 min) from the end of milking (industry agreed standard).
 - (c) UDC may elect to collect milk at temperatures above 5 degrees/C, at its discretion and subject to satisfactory sensory grading and quality assessments, whilst taking into account the industry standard parameters.
- 6.3. Flow meters – Flow meters are designed to stop pumping if milk temperatures exceed 10 degrees Celsius. If this occurs, the temperature will be re-tested and other quality tests may be undertaken. No payment will be made for milk rejected in these circumstances.
- 6.4. Collection – UDC must collect milk from the Supplier with a frequency consistent with the Collection Schedule. UDC will seek to give the Supplier reasonable notice of the proposed collection time and will use reasonable endeavors to make collections outside milking time. The Supplier must notify UDC should they require a change of Collection Schedule.
- 6.5. Collection measurement - The volume of milk collected by UDC will be measured by a truck mounted flow meter which is installed and calibrated to meet industry standards.
- 6.6. Entire vat collection - The Supplier must allow the Collection Vehicle to completely empty the vat.
- 6.7. No segregation - UDC does not accept milk that has been segregated on the basis of composition or quality.
- 6.8. Farm and milk vat access - The Supplier must provide UDC (and its representatives) with clear, safe and unrestricted access to the Supplier's property and milk vats at all times as outlined in the Milk Supply Handbook.
- 6.9. Minimum Volume - UDC reserves the right not to collect milk from supplier where the consignment is less than 400 litres.

7. MILK QUALITY TESTING PROCEDURES AND CONSEQUENCES

- 7.1. Milk Quality – The Supplier must use reasonable endeavors to, and diligently seek to, ensure that all milk supplied to UDC is A Grade Milk as outlined in Section 3 – Pricing Schedule 12.2. UDC may, at its discretion, reject and/or not collect any milk which does not meet A grade quality standards as determined and outlined in Section 3 – Pricing Schedule 12.2.
- 7.2. Sampling – Raw milk samples will be collected on each milk consignment using precision sampling equipment located on the Collection Vehicle. The equipment is calibrated in accordance with industry standard guidelines and procedures. The samples are identified with a unique bar code that includes the Supplier's UDC number.
- 7.3. Testing – Milk will be tested for quality parameters as outlined in Section 3 – Pricing Schedule 12.2 prior to collection or subsequently take samples for testing. UDC will make test results available to the Supplier via website, mobile app or text alerts as soon as practicable after notification is received from the independent laboratory. UDC will test milk supplied by the Supplier, notify the Supplier of any quality issues and seek to assist the Supplier to address those issues.
- 7.4. Additional Tests – UDC may request additional tests to assist with any milk quality investigation.
- 7.5. Demerit system – The penalty grading levels will attract demerits (by way of a percentage discount from the A Grade milk price) as outlined in the Section 3 – Pricing Schedule 12.2.
- 7.6. Quality parameters – UDC classifies milk in accordance with standard industry-accepted milk quality parameters based on manufacturing requirements. UDC may review its quality standards and testing procedures from time to time based on customer requirements and will give the Supplier reasonable notice of changes.
- 7.7. Notification of results – Results will be advised as soon as practicable either via website, app or text alerts.
- 7.8. Suspension of collection – Should the Supplier consistently supply B and C Grade milk as outlined in Section 3 – Pricing Schedule 12.2, UDC reserves the right to suspend collection until a corrective action plan (approved by UDC) has been put in place.

- 7.9. Rejection of collection – should the milk be rejected upon collection or at the factory, UDC will contact the Supplier as soon as practicable. A written notice outlining the reason for the rejection, impact and cost will be provided as soon as practicable.
- 7.10. Consequences of rejection of collection – inhibitory substances and milk temperature
- (a) Where the Supplier notifies UDC of a breakdown or failure of milk cooling equipment and the affected milk is discarded following rejection by UDC.
 - (i) In respect of the first breakdown during the season, at UDC's discretion, the Supplier will be paid the B grade price as outlined in Section 3 – Pricing Schedule 12.2 for the volume of milk identified. The payment will be made based on the volume of milk discarded using the average of the previous 5 collections protein and fat components, at a price determined at B grade using the fortnights average milk price for that Supplier.
 - (ii) No payment will be made in respect of any subsequent breakdowns during the season.
 - (b) If a Supplier reports to UDC any suspected antibiotic or other inhibitory substance contamination of their milk, and arranges to deliver a sample to be tested, collections will be delayed until the suspect milk is tested and the results of the test are available.
 - (i) In respect of the first notification during the season, at UDC's discretion, the Supplier will be paid the B grade price as outlined in Section 3 – Pricing Schedule 12.2 for the volume of milk identified and confirmed to be antibiotic or inhibitory substance positive. The payment will be made based on the volume of milk discarded using the average of the previous 5 collections protein and fat components, at a price determined at B grade using the fortnights average milk price for that farm.
 - (ii) No payment will be made in respect of any subsequent contaminations during the season. In this instance, UDC suggests that a Supplier contact their insurance company to make a claim.
 - (c) If a Supplier fails to notify UDC in relation to an inhibitory substance contamination event and the milk has been collected, which subsequently contaminates a tanker load of milk, UDC will seek to be reimbursed for the cost of the contents of the tanker, any product contamination that may occur as a result, and the full cost of freight for the milk to the factory.
 - (d) If there has not been a notification by the Supplier for temperature outside of the collection requirements and the milk is rejected, if collection has not been made, then no payment will be made.

8. REGULATORY AND ASSURANCE REQUIREMENTS

- 8.1. Regulations and standards – The Supplier must comply with all regulations and standards relevant to the operation of a dairy farm and the supply of milk for human consumption. In particular, the Supplier must:
- (a) comply with national standards, including the Food Standards Code (in particular standard 4.2.4 – The Primary Production and Processing Standards for Dairy Products);
 - (b) where operating in Victoria, hold a license issued by Dairy Food Safety Victoria (www.dairysafe.vic.gov.au) and comply with the Dairy Act 2000 (Vic), Food Act 1984 (Vic) and Code of Practice for Dairy Food Safety; and
 - (c) where operating in South Australia, be accredited by Dairy Authority of South Australia (www.pir.sa.gov.au/foodsafety) and comply with the Primary Produce (Food Safety Schemes) Act 2004 and associated regulations.
- 8.2. Quality assurance program – The Supplier must comply with UDC's quality assurance requirements as notified to the Supplier from time to time. The Supplier must also implement and comply with a quality assurance program and approved food safety program which satisfy all relevant state authority requirements.
- 8.3. Industry codes and guidelines - The Supplier must also comply with Industry codes and guidelines as agreed through relevant industry bodies.
- 8.4. Audit access – The Supplier must provide UDC (or its representative or DFSV/Dairysafe SA) with full and unimpeded access to the Farm and dairy in order to conduct bi-annual compliance audits and adhoc investigations of animal welfare practices or disease incidents.

9. INSURANCE AND LIABILITY

- 9.1. Insurance – The Supplier must maintain the Insurance policies specified in Section 1 - Agreement Detail Schedule item 34 and must promptly provide to UDC, on request, a certificate of currency in respect of each such policy.
- 9.2. Insurance cover - The Supplier must have adequate insurance to cover:
- (a) any incidences of milk loss, contamination, or damage to other supplier's milk in the milk tanker; and
 - (b) any loss or damaged suffered while having restricted access to the Farm (including while using any private roads, bridges, or dairy facilities at the Farm).
- 9.3. Force Majeure – Neither Supplier or UDC will be liable for any delay in performance, directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, acts of terrorism, government intervention, embargos or other difficulties which are beyond the reasonable control of the party. In case of a force majeure event, the affected party shall not be held liable for non- performance of its obligations under this Milk Supply Agreement provided the affected party employs their best efforts to resolve the circumstances which cause the non-performance as quickly as possible.

10. MILK PAYMENTS

- 10.1. Milk Payment Rates – UDC must pay to the Supplier the amount calculated in accordance with the Section 3 - Pricing Schedule in respect of the volume and quality grading of milk supplied by the Supplier .
- 10.2. Deductions - UDC will deduct or withhold amounts from the milk payments in accordance with the Pricing Schedule.
- (a) UDC may also deduct and set-off from the milk payments any other amounts which are due and payable by the Supplier to UDC
 - (b) Demerits for milk quality will be deducted from milk payments in accordance with Section 3 - Pricing Schedule
 - (c) Amounts in relation to levies and fees payable to regulatory bodies such as Dairy Australia, DFSV and Dairy Safe SA.
 - (d) UDC may also deduct as per agreements amounts notified and to be paid to sharemilkers
 - (e) UDC may deduct monies owed as authorized by the supplier, including VFF and UDV.
- 10.3. Payment Timing – UDC must pay for the milk purchased from the Supplier, by making two electronic transfer payments per month, in accordance with the Section 3 - Pricing Schedule
- 10.4. GST – All amounts payable under or in accordance with this agreement are exclusive of GST (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) and:
- (a) each party warrants that it is registered for GST and agrees to notify the other if it ceases to be registered;
 - (b) the Supplier agrees that it will not issue tax invoices in respect of the milk supplied by it under this agreement; and
 - (c) the Supplier authorizes UDC to issue tax invoices in the form of recipient created tax invoices in respect of the milk supplied to it under this agreement and may issue adjustment notes, where applicable.

11. DEFAULT AND TERMINATION

- 11.1. Default – If a party breaches any of its obligations under this agreement, the other party may give written notice requiring that the defaulting party remedy the breach as quickly as possible and in any event within 10 working days. To avoid doubt, to remedy a breach, the defaulting party must take all required action to prevent any further breach and must compensate the other party for any loss suffered as a result of a past breach.
- 11.2. Fundamental Breach – A Fundamental Breach will have been committed by:
- (a) UDC, if UDC fails to pay any amount which is due and payable under this agreement and does not remedy that failure within 10 working days of being required by written notice to do so, except where there is a good faith dispute as to the liability to pay that amount.
 - (b) The Supplier, where:
 - (i) The Milk Supply Agreement is an exclusive agreement, and the Supplier supplies milk produced during the Term to any entity other than UDC in breach of this agreement.
 - (ii) The Milk Supply Agreement is a non-exclusive agreement, and the Supplier fails to supply UDC the volumes of milk agreed to in accordance with Section 1 item 52 of the Milk Supply Agreement.

- (iii) The Supplier consistently supplies poor quality milk (with 20% or more of milk by volume in a calendar month being graded as C/D Grade or Reject or 80% or more of milk by volume in a calendar month being graded as a B/C/D Grade or Reject) and fails to put in place (or implement) a corrective action plan (approved by UDC) within 10 working days of being required by written notice to do so; or
 - (iv) The Supplier fails to comply in any material respect with requirements set out in the Milk Supply Handbook and does not reasonably remedy or take reasonable steps to address that failure (by implementing approved improvement plans or otherwise taking steps to the reasonable satisfaction of UDC) within 10 working days of being required by written notice to do so.
- 11.3. Suspension – A party to the Milk Supply Agreement may suspend the operation of this agreement for a period of up to 7 consecutive days if the other party commits a Fundamental Breach. If the issue is not resolved after 7 consecutive days, the contract may be terminated in accordance with 11.4. Alternatively, a suspension can be extended by agreement of both parties until the issue is resolved.
- 11.4. Termination – A party may terminate this agreement by written notice:
- (a) if the other party commits a Fundamental Breach;
 - (b) if the other party becomes insolvent or otherwise unable to pay its debts as and when they fall due;
 - (c) if the other party commits a willful default, by intentionally electing to fail to comply with, or breach, its material obligations under this agreement; or
 - (d) if a Force Majeure Event continues for more than 60 days.
 - (e) Farm Sale / Industry Exit – The Supplier may terminate this agreement by giving at least 60 days prior notice to UDC, where the Supplier has agreed to sell the Farm to a bona-fide third party purchaser or has decided to cease to conduct a dairy business. The Supplier remains obliged to continue to comply with its obligations under this agreement until expiry of the 60-day notice period. UDC may terminate this agreement immediately where the Supplier has sold the Farm to a bona-fide third party purchaser or has ceased to conduct a dairy business.
 - (f) If there has been a Prospective Step down notified as per the Section 3 – Pricing Schedule 2.2.
- 11.5. Consequences of termination – On expiry or valid termination of this agreement, the parties have no ongoing obligations to each other, other than in respect of rights that:
- (a) are expressed to survive termination (such as confidentiality obligations); or
 - (b) those that accrued prior to termination or expiry (such as rights to receive payment for milk supplied immediately prior to termination and rights to receive compensation for past breaches).
 - (c) A reconciliation of milk payments made to a supplier during their tenure with UDC will be prepared to calculate the difference between the price paid during the period of supply including the assumptions made by UDC at the beginning of the term about quantity and quality of milk solids anticipated throughout the term of the Milk Supply Agreement, and the actual milk quantity and quality supplied by the Supplier during the term of the Milk Supply Agreement.
 - (d) If the reconciliation in 11.5(c) results in a situation where UDC has paid more for a supplier's milk because the supplier has not supplied solids to UDC consistent with the intention of the Milk Supply Agreement in relation to incentives or other payments, UDC reserves the right to set-off this amount against the final payment due to the supplier in 11.5(b). An example of this may be where a Supplier terminates the agreement 3 months before the term end date, and consequently UDC paid the supplier too much for milk in respect of Seasonal Incentives and Quantity Incentives. UDC would deduct the difference from the final payment owing to the supplier.
- 11.6. No other termination – This agreement may only be terminated prior to the End Date in accordance with Section 2-11.4 or by mutual agreement between the parties in writing.

12. CONFIDENTIALITY

- 12.1. Confidentiality – Neither party may disclose to a third party any confidential information made available to it by the other party (including the Agreement Details Schedule) during the Term and for 3 years thereafter, unless required to do so by law. No terms of this contract may be discussed with any third party.

13. COMPLAINTS

- 13.1. Complaints about the contractual terms and conditions of the Milk Supply Agreement - If the complainant has an issue with any of the terms and conditions of the milk supply agreement and has not been resolved with a satisfactory outcome, the complaint should be made in writing so that a clear and thorough understanding of the issue can be ascertained and resolved in conjunction with the Finance Department and Senior Management of UDC.
- 13.2. Receipt of Complaint - Complaints should be first lodged with the UDC field officer who usually deals with the supplier who has the complaint. The UDC field officer or any other UDC company representative receiving the complaint will then escalate the matter to the appropriate level within the organization.
- 13.3. Written complaints – Should the nature or severity of a verbal complaint appear major; the officer should request that the complaint be put in writing to reduce the possibility of the complaint being misunderstood.
- (a) Written complaints are to be sent via email to info@udcmilk.com.au or alternatively posted to the following address:
- Att: Complaints Handling Officer
The Union Dairy Company
PO Box 412 Warrnambool Vic 3280
- (b) The complaints handling officer receiving the complaint will:
- (i) Acknowledge the complaint in writing within five working days of receipt by UDC.
 - (ii) Where written complaints are resolved quickly, a letter of reply will replace the letter of acknowledgment.
 - (iii) Where written complaints raise issues, which require follow up work or investigation by the complaints handling officer, the letter of acknowledgment shall also outline the process for resolving the complaint and give a tentative resolution date no later than 60 days from the date of the response letter.
 - (iv) Record the complaint in the complaints register
 - (v) Follow up and monitor the outcome to confirm that the person is satisfied with the resolution and has received appropriate feedback.
- (c) In the reply letter, the complaints handling officer will:
- (i) Outline the complaint received.
 - (ii) Explain the courses of action available.
 - (iii) Commit to positive action immediately.
 - (iv) Ask the complainant to contact the complaints handling officer if they are not satisfied with the proposed course of action.
- 13.4. Responsibility for Resolving the Complaint - Complaints will be delegated by the Complaints Handling Officer to the appropriate UDC manager for resolution. It is the responsibility of the UDC manager to handle the resolution of the complaint and report back to the Complaints Handling Officer the outcome of the resolution.
- 13.5. Formal Closure of a Complaint - Upon feedback from the UDC Manager that the complaint has been resolved, the Complaints Handling Officer will make contact the complainant to confirm that no further issues remain unresolved from the original complaint. The Complaint Handling Officer will then record the complaint as resolved in the UDC complaints register and send formal acknowledgement to the complainant that the issues have been finalised.
- 13.6. Escalation of Complaints to Mediation - Where a dispute remains unresolved after 60 days from the letter of receipt by UDC to the complainant, and mediation is required, the Complaints Handling Officer will initiate mediation as required under the Dairy Industry Code of Conduct.
- 13.7. Escalation of Complaints to Arbitration - UDC will use its best endeavors to resolve the issue in Mediation, however if Mediation fails, either party to the milk supply agreement may elect upon separate written agreement to arbitrate the unresolved issue. Arbitration will occur in accordance with the Dairy Industry

Code of Conduct.

- 13.8. Reporting - A report will be made annually by the 30th of May for the period 1st May of the year prior to 30th April. This will detail the extent and nature of issues that have been escalated to Mediation or Arbitration will be disclosed on the UDC Website no later than 1st June for the same period in accordance with the Dairy Industry Code of Conduct.
- 13.9. Policy and Procedure Responsibilities - The procedure should be reviewed every 12 months or where there is a change to legislation or internal company policy.



SECTION 3

PRICING SCHEDULE

1. UDC COMMITMENT

- 1.1. UDC agrees to pay to the Supplier an Aggregate Payment for all solids supplied by the Supplier to UDC during a season.
- 1.2. Where:
 - (a) The Minimum price for the milk set out in Section 1 - Agreement Detail Schedule item 28, in accordance with section 26(a) of the Code
 - (b) Your Farm Average Price and Your Farm Average Closing Price means the GST exclusive Average Price per kgms for the season, as calculated for the Supplier's specific Farm production data on the basis of: payments divided by total kg milk solids supplied, including the base price, and other amounts (such as monthly incentives, loyalty incentives and quantity incentives), after deducting all quality penalties, charges, freight, statutory levies;
 - (c) Aggregate Payment means all GST exclusive amounts due to the Supplier for all milk supplied to UDC during the Season, including the base price, and other amounts (such as any incentives), after all quality penalties, charges, freight, levies and loyalty incentives.
 - (d) UDC Farm Gate Average Price, UDC Farm Gate Average Opening Price and UDC Farm Gate Average Closing Price means the GST exclusive aggregate payment made to all suppliers divided by total kg milk solids supplied by all suppliers as publicly stated on or before 1 August following the end of that season – including charges, freight and levies - excluding all quality penalties and loyalty incentives;

2. UDC FARMER PROTECTION

- 2.1. No retrospective step downs – The UDC milk price will not be subject to any retrospective step-downs for solids previously received by UDC from the Supplier.
- 2.2. Prospective step downs may occur in the following instances:
 - (a) involve an extraordinary event (including an emergency or change in market conditions) that:
 - (i) occurs outside of Australia; and
 - (ii) are temporary; and
 - (iii) has a highly significant effect on supply, demand or costs in the dairy industry; and
 - (iv) is not caused by decisions made by UDC.
 - (b) This must be notified no less than 30 days of this occurring and the Supplier has 21 days to terminate the contract after notification. This will not result in any consequences of termination.

3. OPENING PRICE

- 3.1. UDC Minimum Milk Price – UDC will announce its Minimum Milk Price for A Grade milk for each season before commencement of each season (and by no later than 1st June). This will vary farm to farm depending on a farms milk curve, quality and components. This amount will be set by UDC, in its sole discretion, having regard to the following principles:
 - (a) ensuring a Minimum Milk Price to Suppliers - in which the Supplier will need to determine what this means for them. Incentives apply as per pricing schedule;
 - (b) considering prevailing market conditions for dairy products, manufacturing costs and the Australian dollar;
 - (c) anticipated milk intake volumes and processing capacity;
 - (d) ideal product and sales mix.
- 3.2. UDC Farm Gate Average Opening Price – UDC will announce its Opening Average Farm Gate Milk Price for each season before commencement of each season – excluding loyalty incentives. This will vary farm to farm depending on a farms ability to achieve the incentives. This amount will be set by UDC, in its sole discretion, having regard to the following principles:
 - (a) ensuring a fair opening average farm gate milk price to Suppliers,
 - (b) considering prevailing market conditions for dairy products, manufacturing costs and the Australian dollar.
- 3.3. UDC will review its Average Farm Gate Milk Price at least quarterly and may implement step-ups to the base price/minimum price during the season.

4. BASE PRICE/MINIMUM PRICE

- 4.1. Protein is paid at a rate of 1.5 times the value of fat for the base price.
- 4.2. The base price is calculated and paid fortnightly for solids supplied in the previous fortnight (Payment periods):
 - (a) Production from the 1st -15th of the month is paid on the 28th of the same month
 - (b) Production from the 16th-end of the month is paid on the 14th of the following month
- 4.3. A step-up payment only applies for solids supplied to UDC during the season. If the agreement is terminated in accordance with Section 2 – Milk Supply Agreement 11 prior to the announcement of the step-up, no further payments will be paid retrospectively for that milk.

5. INCENTIVES

- 5.1. Incentives are to encourage supply of quality milk to assist UDC in achieving production specifications that enhance the milk price paid to Suppliers.
- 5.2. All incentives are paid at the same rate per kg for both fat and protein.

6. MONTHLY INCENTIVE

- 6.1. \$1.50 per Kg of milk solids will be paid above the base price for milk solids supplied in the months of July, August and December through to June.
- 6.2. The Supplier may elect for up to 80% of the estimated annual average monthly incentive to be paid evenly throughout the season in order to assist with the Supplier's cashflow requirements. The annual average monthly incentive will be finalized at the end of the season and adjusted to what the aggregate payment should have been.
 - (a) To determine the estimated annual average monthly incentive the supplier is entitled to, a monthly forecast will be predetermined as per Section 1 - Agreement Detail Schedule item 54.
- 6.3. The monthly incentive is calculated and paid fortnightly for solids supplied as follows:
 - (a) Production from the 1st -15th of the month is paid on the 28th of the same month
 - (b) Production from the 16th-End of the month is paid on the 14th of the following month
- 6.4. If the start date is later than 1st August or if the agreement is non-exclusive, the monthly incentive will be calculated based on your forecasted total annual production for the farm rather than your actual annual production and paid as per Section 3 - Pricing Schedule 6.2. This will only be paid on solids supplied to UDC.

7. GRADE FREE INCENTIVE

- 7.1. The Grade Free Incentive will be determined on a monthly basis to recognize premium milk supplied to UDC.
- 7.2. The rate of payment will be 5 cents per kg of milk solids for all solids where the supplier has supplied A grade solids for the entire month
- 7.3. The monthly grade free incentive is calculated in the second monthly payment period and is paid on the 14th of the following month.

8. QUANTITY INCENTIVE

- 8.1. To determine the incentive band the Supplier is entitled to, a monthly forecast will be predetermined as per Section 1 - Agreement Detail Schedule item 52.

8.2. The Quantity Incentive bands for solids supplied to UDC are as follows:

Kg of milk solids Supplied	Per Kg Milksolid
0-50,000	\$0.00
50,001-100,000	\$0.02
100,001-200,000	\$0.04
200,001-300,000	\$0.06
300,001-400,000	\$0.08
400,000+	\$0.10
Large Farm	\$0.40

- 8.3. Payment for 80% of the quantity incentive will be calculated and made in each payment period with the balance paid with the end of season payment.
- 8.4. The quantity incentive is calculated and paid fortnightly for solids supplied during the payment period:
- Production from the 1st -15th of the month is paid on the 28th of the same month
 - Production from the 16th-End of the month is paid on the 14th of the following month
- 8.5. If at the end of the season it is determined that the quantity incentive target is not achieved, an adjustment will be calculated and applied with the end of season payment to correct any difference between the Supplier's entitlement, and any amount overpaid during the season.
- 8.6. If at the end of the season it is determined that the quantity incentive target has been achieved, the final 20% of the Quantity Incentive will be calculated and paid with the end of season payment.

9. LOYALTY INCENTIVE

- 9.1. In the event the agreement is an exclusive Milk Supply Agreement, UDC will pay the Supplier a loyalty incentive to recognize on-going supply after the initial term of the contract where the agreement is extended or renewed.
- 9.2. The payment of the loyalty incentive is in accordance with Section 1 - Agreement Detail Schedule item 35.
- 9.3. The loyalty incentive is calculated and paid fortnightly for solids supplied during the payment period:
- Production from the 1st -15th of the month is paid on the 28th of the same month
 - Production from the 16th-End of the month is paid on the 14th of the following month

10. FLAT MILK INCENTIVE

- 10.1. To achieve the flat milk incentive the Supplier must produce a minimum of 40% of the total solids supplied during the month of July and from 1st February through to 30th June.
- 10.2. The supplier must supply solids to UDC every month of the year for the full season. If the Flat Milk Incentive band is not achieved or the Supplier does not supply milk every month of the year or the agreement has been terminated in accordance with Section 2 – Milk Supply Agreement 11, the supplier will not be entitled to the flat milk incentive payment.
- 10.3. To determine the Flat Milk Incentive ratio a monthly forecast will be predetermined as per Section 1 - Agreement Detail Schedule item 52 and 53.
- 10.4. 30 cents per milk solid for all solids supplied if the target is achieved.
- 10.5. Calculated as:
- Milksolids supplied in July, February to June / Total Solids for the season = Supplier Flat Milk Ratio
 - If greater than 40% then (30 cents x milk solids supplied) + (((Supplier Flat Milk Ratio - 40%) / 40%) x milk solids supplied x 30 cents)
 - Payment for 80% of the flat milk incentive will be calculated and made in each payment period with the balance paid with the end of season payment.

- 10.6. The flat milk incentive is calculated and paid fortnightly for solids supplied in that fortnight:

- (a) Production from the 1st -15th of the month is paid on the 28th of the same month
- (b) Production from the 16th-End of the month is paid on the 14th of the following month

- 10.7. If at the end of the season it is determined that the flat milk ratio is not achieved, then this will be adjusted with the end of season payment.
- 10.8. If at the end of the season it is determined that the flat milk ratio is greater than the predetermined target, then this will be adjusted with the end of season payment.
- 10.9. Supplier Flat Milk ratio is capped at 60%. If the Supplier Flat Milk ratio is greater than this then it will be calculated using 40% as the ratio

11. FAT/PROTEIN RATIO INCENTIVE

- 11.1. If the Supplier supplies milk with a fat/protein ratio greater than 1.17 the supplier will be paid an incentive of 30 cents per kg of milk solid if the target is achieved.
- 11.2. Calculated as
- (a) Fat/protein = Supplier Fat/Protein ratio
 - (b) If greater than 1.17 then $(30 \text{ cents} \times \text{milk solids supplied}) + (((\text{Supplier fat/protein ratio} - 1.17) / 1.17) \times \text{milk solids supplied} \times 30 \text{ cents})$
- 11.3. The fat/protein incentive is calculated and paid fortnightly for solids supplied in that fortnight:
- (a) 1-15th production paid 28th of the month
 - (b) 16th-end of month production paid 14th of the following month

12. DEDUCTIONS, LEVIES AND CHARGES

- 12.1. Rejection of milk – deductions may be made for rejected milk as outline in Section 2 – Milk Supply Agreement 7.10
- 12.2. Milk Quality Penalties – are deducted per consignment of milk and are outlined below:

	A Grade	B Grade	C Grade	D Grade
	No Penalty	1st and 2nd test No Penalty	1st and 2nd test No Penalty	1st and 2nd test 10% Penalty
		Follow up tests 3-5 2.5% Penalty	Follow up tests 3-5 5% Penalty	Follow up tests 3-5 20% Penalty
		Follow up tests 6-10 5% Penalty	Follow up tests 6-10 10% Penalty	Follow up tests 6-10 30% Penalty
		Test 10 + 10% Penalty	Test 10 + 20% Penalty	Test 10 + 50% Penalty
Tested 1st and 15th of month				
Bacto	<80,000	80,001-200,000	200,001-400,000	400,001 >
Thermo	<2,000	2,001-5,000	5,001-10,000	10,001 >
Sediment	Disk 1 and Disk 2		Disk 3 and Disk 4	
Inhibitory Substance	Negative			Positive = Reject/non collection. If whole tanker cost of the tanker + disposal costs.
Coliform – Monitoring only for milk eligibility*	<100			
Residues QAC and NPE*	Not Detected			Detected
Colostrum *	<1.5%	>1.5%		
Freezing Point (volume of water in milk) *	>-0.517 degC		<-0.517 degC	

	A Grade	B Grade		C Grade		D Grade	
	No Penalty	1st and 2nd test	No Penalty	1st and 2nd test	No Penalty	1st and 2nd test	10% Penalty
		Follow up tests 3-5	2.5% Penalty	Follow up tests 3-5	5% Penalty	Follow up tests 3-5	20% Penalty
		Follow up tests 6-10	5% Penalty	Follow up tests 6-10	10% Penalty	Follow up tests 6-10	30% Penalty
		Test 10 +	10% Penalty	Test 10 +	20% Penalty	Test 10 +	50% Penalty
Tested Daily							
BMCC	<300,000	300,001-400,000		400,001-600,000		600,001>	
Sensory	Satisfactory taste, smell					Unsatisfactory taste, smell = reject/non collection	
Milk Temperature	<8 degC	>8 degC				>15 degC = reject/non collection	
Minimum Litres	>400 litres					<400 Litres	

123. If supply has been stopped due to drying off cows for more than 15 days the penalty count will start again.

124. Freight cost deduction – The cost of milk freight will be deducted on a basis equivalent to travel distance for the Collection Vehicle on reasonably maintained roads, from the Farm to the closest of the UDC plant in Penola SA or the address of Cnr McMeekin and Scott Road, Warrnambool VIC, using the following rates:

Zone	Per Litre
0-50km	\$0.0080
51-100km	\$0.0150
101-200km	\$0.0200
201km +	\$0.0250

125. Levies and charges – UDC will deduct mandatory statutory or industry levies and charges from each milk payment (such as the Dairy Services Levy payable to Dairy Australia and any relevant state dairy levies).

13. PAYMENTS

13.1. Process – UDC must make all payments by way of electronic transfer to the bank account nominated by the Supplier.

13.2. Milk Payment Periods – On or before the 14th and 28th day of each month, UDC must pay to the Supplier, an amount equal to, for each kilogram of fat and protein milk solid supplied during the prior pay period:

- adjusted for quality penalties, charges and levies.
- 1-15th production paid 28th of the month
- 16th-end of month production paid 14th of the following month

	% PAID EACH FORTNIGHT	HOW OFTEN	BASED ON
Opening Base Price	100% - ability to step up during the season	Fortnightly	Actual Production for the fortnight
Fat/Protein Ratio Incentive	100%	Fortnightly	Actual Production for the fortnight
Quantity Incentive	80%	Fortnightly	Previous season production and finalized at end based on actual production and if achieves the target
Loyalty Incentive	100%	Fortnightly	Actual Production for the fortnight
Grade Free Incentive	100%	Monthly	Actual production for the month
Monthly Incentive – Option A	100%	Fortnightly	Actual Production for the fortnight
Monthly Incentive – Option B	80%	Fortnightly	Previous season production and finalized at end based on actual production and if achieves the target
Flat Incentive	80%	Fortnightly	Previous season production and finalized at end based on actual production and if achieves the target

13.3. Statements for each milk payment period – must contain the following:

- (a) Date of collection - litres, components and quality
- (b) Method of calculating the milk price
- (c) Penalties price per milksolid
- (d) Transport charges price per litre
- (e) Levies and fees price per milksolid/litre
- (f) Any other deductions
- (g) GST where applicable

13.4. Post Season Reconciliations and Calculations– As soon as practicable following expiry of each season, UDC will:

- (a) undertake a reconciliation of the actual volumes of A and B Grade Milk supplied by the Supplier to UDC and calculate the final amount of the Quantity Incentive and Flat Milk Incentive entitlement; and
- (b) calculate Your Farm Average Closing Milk Price (as defined in Section 3 - Pricing Schedule 1.1), based on:
 - (i) the publicly stated standard prices as applied to the Supplier's specific Farm production data; and
 - (ii) based on reasonable assumptions where underlying factors or calculations are unknown.
- (c) UDC must provide to the Supplier reasonable evidence of this reconciliation and calculation. Any dispute between the parties as to the calculation of the UDC Price Commitment and Farmer Protection will be referred to an independent dairy industry expert to review the calculation, including reviewing the model used by UDC to undertake that calculation.

13.5. Season End Payment – As soon as practicable and, in any event, by no later than 31 August following expiry of a season, UDC must pay to the Supplier:

- (a) the balance, if any, of the entitlement outstanding to the Supplier; and
- (b) an additional payment, if any, required to ensure that the aggregate payment by UDC for all milk for that season is equal to Your Farm Average Close Price.
- (c) UDC may deduct and set-off from the season end payment any overpayment of the entitlements/incentives made during the season.

14. TERMINATION OF AGREEMENT

14.1. If the contract is terminated prior to the end date, then the incentives may require a recalculation

- (a) Quantity – will be calculated in respect to the band that they have achieved for the solids supplied to UDC for that season.
- (b) Flat milk incentive – will be recalculated at 0% Supplier Flat Milk Ratio as the supplier has not supplied milksolids for a full season.
- (c) Monthly incentive – if the agreement is terminated prior to 31st August, the monthly incentive will be recalculated and paid what would have been the average monthly incentive for the season
- (d) Special conditions – if any will not apply and if paid in advance may require reimbursement to UDC

14.2. If the agreement is terminated in accordance with Section 2 – Milk Supply Agreement 11 prior to the announcement of the step-up, no further payments will be paid retrospectively for that milk.