



**2018 Packing and Coolstorage of the
Pre-Commercial Varieties
SLA Number 01**

BACKGROUND

A limited volume of pre-commercial Kiwifruit (“Pre-Commercial Varieties”) harvested from the pre-commercial cultivars trial program will be packed and coolstored in the 2018 season. To understand the Pre-Commercial Varieties better various testing and recording of data will be necessary and as such will form part of the Contractors required services.

1. TERMS OF AGREEMENT

1.1 Pre-Commercial Varieties

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

■ [REDACTED]

■ [REDACTED]

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

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

1.2 2018 Supply Agreement and Supply Specifications

1.2.1 The **2018 Supply Agreement** terms and conditions are varied by this SLA as below:

■ [REDACTED]

■ [REDACTED]

[REDACTED]
[REDACTED] Payments by

ZGL in this regard will be made directly to participating growers.

- (c) Payment terms in respect of post-harvest services provided are subject to the provisions of this Agreement.

1.3 Volume Allocation

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

1.4 Harvest

- 1.4.1 ZGL will determine harvest dates for the Pre-Commercial Varieties and will advise the Contractor.
- 1.4.2 In respect of Kiwifruit which is loaded out to the coolstore consolidation point in harvest bins, ZGL will co-ordinate the return of the harvest bins to the originating facility upon transfer of the product from the bins.
- 1.4.3 The Contractor must comply with the bin movement requirements set out under the KVH Fruit Bins Protocol V16 when harvesting Kiwifruit from the Exclusion and Containment regions. Zespri will co-ordinate with the Contractor and growers around bin movement, and will cover the costs of new bins if required.

1.5 Packing

- 1.5.1 Zespri will provide the Contractor with an initial Packing Plan, the Grade Standards (Appendix 4) and the Packaging Specifications (Appendix 5) in which all Pre-Commercial Varieties must be packed in accordance with.
- 1.5.2 The Contractor will liaise directly with the packaging supplier [REDACTED] to source New Green international trays at volumes as specified in the Packing Plan.
- 1.5.3 The Contractor will source any other packaging formats as required.
- 1.5.4 All packed Pre-Commercial Varieties are to be stored at one central coolstore (as opposed to storage at each individual packing site).

1.6 EDI

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

1.7 Supporting Data

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

[REDACTED]
[REDACTED]

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

1.7.3 Further information may be requested by Zespri in conjunction with additional services set out in clause 1.9 below. This information must be submitted to Zespri within the timeframes agreed.

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

1.8 Post-Harvest Regime

1.6.1 Zespri will determine and advise the Contractor of the handling regimes during and post-harvest of the Pre-Commercial Varieties in respect of any temperature monitoring and curing. The initial requirements are set out in Appendix 4.

1.9 Other Services

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

1.10 Confidentiality

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

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

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

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

1.12 Relationship Management

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

[REDACTED]

[REDACTED]

[REDACTED]

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

2. PAYMENT TERMS

2.1 **Invoices and Payments**

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

Appendix 1: Indicative Volumes

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[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]



**2018 Zespri® SunGold Conventional & Organic
Size 42 Kiwistart and Mainpack
SLA Number 02**

BACKGROUND

Zespri is seeking to supply the Europe, US and Canada markets with Zespri® SunGold Conventional size 42 (“Kiwifruit”), and the US market with Zespri® SunGold Organic size 42 (“Kiwifruit”), for the 2018 season.

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement and Supply Specifications

1.1.1. Except as set out below, all provisions of the **2018 Supply Agreement** and the included Supply Specifications apply to this SLA:

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

[Redacted]

[Redacted]

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

- (i) **Section B** Service Costs **clause B1.1(b)** is varied and **B1.1(c)** does not apply;
- (ii) **Section C2** Standard Advance Payment, **clause C2** does not apply;
- (iii) **Section C3** Fruit Incentives (a) does not apply;
- (iv) **Section C4** Payment timing for Progress Payments **clause C4** is varied per **clause 2.4** below;
- (v) **Section C6** Service Payments is varied per **clause 2.6** below.

(c) **Schedule 13** Infringement Charges

[Redacted]

1.2. Contracted Volume

1.2.1. The indicative programmed volume to be procured under this programme is set out in the table below:

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

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

1.2.3. NSS Kiwifruit volume from all maturity criteria's will be accepted at ZGL's discretion.

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

- (a) the Packaging Specifications below at **clause 1.3**; and
- (b) the Programme Specifications set out in the Contractors Packaging Plan.

[REDACTED]

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

1.3. Fruit and Shipping Requirements

1.3.1. ZGL will only accept full pallets of Kiwifruit.

[REDACTED]

1.4. Packaging Specifications

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

1.4.2. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Pack / Label Matrix 2018**

1.5. EDI Requirements

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

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

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

2. PAYMENT TERMS

2.1. DIFOTIS Premiums and Penalties

[REDACTED]

2.2. FOBS Fruit Payment

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

2.3. Progress Payments

- 2.3.1. ZGL will make Progress Payments to the Contractor for all NSS supplied under this Agreement such that the percentage paid shall be as follows:
 - (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that NSS, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
 - (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that NSS, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.
- 2.3.2. Payments are subject to ZGL having sufficient funds.

2.4. Final Payment

- 2.4.1. The final payment for Kiwifruit supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:
 - (a) The final price for all the Kiwifruit purchased by ZGL from the Contractor under this Agreement will be determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase pools specified in **clause 1.3.1** above;
 - (b) Less the amount of all FOBS Fruit Payments and Progress Payments made by ZGL to the Contractor in relation to that Kiwifruit.

2.5. Fruit Incentives

- 2.5.1. **Taste Zespri:** Taste Zespri will be paid for all Kiwifruit supplied under this Agreement. For the purposes of determining the Maximum Taste Zespri Payment ("MTP"), the 2018 August forecast return shall be used for each variety (i.e. SunGold Conventional Size 42 and SunGold Organic Size 42). The calculation

methodology for MTP will be the same as the calculation methodology for Zespri SunGold and Zespri SunGold Organic as set out in **Appendix 6** of the **Pricing and Payment Manual**.

2.5.2. Any Taste Zespri payments made prior to the 2018 August forecast will be based on the 2017 December forecast. A payment adjustment will be made after the 2018 August forecast for any prior payments.

2.6. Service Payments

2.6.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Kiwifruit supplied FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual** of the **2018 Supply Agreement**.

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

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

2.6.4. **Generic Services:** Kiwifruit supplied under this SLA will qualify for payment under the **2018 Generic Services SLA**.

Appendix 1: Time Rates

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

[REDACTED]

[REDACTED]

[REDACTED]

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

- (i) **Section B Service Costs clause B1.1(b)** is varied and **clause B1.1(c)** does not apply;
- (ii) **Section C2 Standard Advance Payment, clause C2** does not apply;
- (iii) **Section C3 Fruit Incentives** does not apply;
- (iv) **Section C4 Payment timing for Progress Payments clause C4** is varied per **clause 2.4** below;
- (v) **Section C6 Service Payments** is varied per **clause 2.6** below.

[REDACTED]

[REDACTED]

1.2. Contracted Volume

1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, size and estimated phasing (Programme Specifications) as set out in **Appendix 1**.

1.2.2. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.

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

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

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

1.2.5. The Contractor will advise ZGL of any proposed trade of part of their Contracted Volume as per **Schedule 2, clause B10** of the **2018 Supply Agreement**. ZGL will advise whether the proposed trade has been accepted.

1.3. Fruit and Shipping Requirements

[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 Contractor for the purposes of this Agreement.

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

1.5. EDI Requirements

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

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

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

2. PAYMENT TERMS

2.1. DIFOTIS Premiums and Penalties

[REDACTED]

2.2. FOBS Fruit Payment

2.2.1. All Kiwifruit supplied by the Contractor under this Agreement will receive a FOBS Fruit Payment as defined in **clause B1.1(b)** of the **Pricing and Payment Manual** of \$1.60 per TE.

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

2.3. Progress Payments

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

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3.2. Payments are subject to ZGL having sufficient funds.

2.4. Final Payment

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

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

2.6. Service Payments

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

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

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

2.6.4. **Generic Services:** Kiwifruit supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

Appendix 1: Contracted Volume



Appendix 2: Time Rates

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

[Redacted]

[Redacted]



2018 Zespri® Green & SunGold Australia OPI

SLA Number 04

BACKGROUND

Zespri is seeking to source Zespri® Green and Zespri® SunGold Kiwifruit (“Kiwifruit”) that has been Offshore Pre-shipment Inspected (OPI) for Australia for the 2018 season to reduce the need for fruit to be inspected in market.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions apply to this SLA.

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size and estimated phasing (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans.

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

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

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

[Redacted content]

1.3 **Packaging Specifications**

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

1.4 **Australian Pre-clearance Process**

1.4.1 The Contractor will undertake the Australian Offshore Pre–shipment Inspection process as detailed in the **ZIL Quality Manual (Product Management section)** for all volumes supplied under this Agreement.

1.4.2 The Contractor will undertake the Australia pre-clearance process only at the pre-arranged facilities as agreed by with ZGL.

1.4.3 The Contractor is required to document the Offshore Pre-shipment Inspection (OPI) process and provide that documentation to ZGL on request for audit purposes.

1.4.4 ZGL will periodically audit the Contractor’s adherence to the technical requirements detailed in the **ZIL Quality Manual (Product Management section)** when the Contractor is carrying out the Offshore Pre-Shipment Inspection process.

2. **PAYMENT TERMS**

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

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



2.3 **Invoices and Payments**

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

2.3.2 ZGL will make payment to the Contractor prior to 31st March 2019.



2018 Northland Region Shipping Trial

SLA number 05

BACKGROUND

Zespri and Northland Regional Suppliers have been in discussion for some time in respect of further development of the longer-term logistics strategy to service the Northland growing region. With the anticipated production increase (Sungold) from 2018 season onwards, coupled with the continued overall trend of a reduction in specialised reefer vessels and a corresponding increase in containerised cargo, it has become clear that a rethink and reshaping of policy is required with the objective of developing a sustainable and scalable strategy to carry through to future seasons.

The introduction this season of a fortnightly container service ex Marsden Point has provided Northland Regional Suppliers the opportunity, in agreement with Zespri, to initiate an SLA which will facilitate a trial of this service.

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

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement and Supply Specifications

1.1.1 All provisions of the **2018 Supply Agreement** and the included Supply Specifications apply to this SLA.

1.2 Trial Volume and Timeframe

1.2.1 The volume will be approximately 40 containers per fortnight.

1.2.2 Utilising the MSC service, product will be shipped from Marsden Point to both the China and Japan markets.

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

1.2.4 Product supplied will be a mixture of both Zespri® Green Kiwifruit ("Kiwifruit") and Zespri® SunGold ("Kiwifruit").

1.2.5 The trial will commence in week 19, to conclude in week 30. However, these timeframes may be varied with the agreement of both parties.

- 1.2.6 All remaining volume in the region will be serviced via existing carriers (colour class service, charter calls, other container service providers etc.)

2. PAYMENT TERMS

2.0 2018 Supply Agreement

- 2.0.1 All provisions of the **2018 Supply Agreement** apply to this SLA.
- 2.0.2 For the duration of the 2018 season, the contractor will remain liable for 65% of costs in accordance with the 2017 season shared cost arrangement. This will not apply to the following shipment types:
- (a) Charter shipment calls
 - (b) Product trucked to the Bay of Plenty (at Zespri's request) for shipment ex Tauranga
 - (c) Container shipments via the Colour Class service
 - (d) Container shipments as part of the MSC logistics trial



2018 Zespri® Crop Estimate Data
SLA Number 06

BACKGROUND

Zespri undertakes bud, flower and fruit counting activities on a small number of orchards as part of the official supply estimate process. Obtaining count data from a wider range of orchards would help strengthen the official supply estimate process. Suppliers often undertake counting activities on many orchards including managed and leased orchards. Zespri would like to access flower and fruit count data collected by Suppliers in exchange for a partial contribution to the cost of these activities. The crop estimation data contractor services will be provided by suppliers in accordance with this schedule.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement and Supply Specifications

The **2018 Supply Agreement** and the included Supply Specifications terms and conditions apply to this SLA.

1.2 Data Requirements

1.2.1 The supplier will provide the following summary crop estimate monitoring related data for each orchard monitored by the supplier:

- (a) Average flowers per meter squared calculated from flower counts performed on orchard bays.
- (b) Average fruit per meter squared calculated from fruit counts performed on orchard bays.

1.2.2 To support consolidation of count data, data will need to be provided in MS Excel or CSV format with the following columns:

Orchard Summary Data	Variety	[REDACTED]
Average flowers/m ²	Hayward, Green14, Gold3	[REDACTED]
Average fruit/m ²	Hayward, Green14, Gold3	[REDACTED]

1.3 Data Collection

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

2. PAYMENT TERMS

2.0 Additional Payment Terms

3.0.1 The Purchaser shall pay to the participating Suppliers as follows (all costs are GST exclusive):

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

2.1 Invoices and Payments

2.1.1 ZGL will make payment to the Contractor on receipt of an invoice in line with the terms of the additional payment terms prior to 30th April 2018.



2018 Zespri® Green [REDACTED]
SLA Number 07

BACKGROUND

Zespri is seeking to supply Zespri® Green Kiwifruit (“Kiwifruit”) and Zespri® SunGold (“Kiwifruit”) to the [REDACTED] Collaborative Marketer programme for the 2018 season.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack and size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.

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

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

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

[Redacted]

[Redacted]

1.3 Order Allocation

[Redacted]

1.4 Packaging Specifications

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2.2 Invoices and Payments

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1 : Indicative Volume



**2018 GA2CK Zespri Brand Kiwistart and
Mainpack Programme
SLA Number 08**

BACKGROUND

Zespri is seeking to supply developing markets with programmed volumes of GA2CK Class 2 SunGold sizes 18-39 packed and labelled as Zespri® SunGold Kiwifruit for the 2018 season.

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement

1.1.1. The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content, likely representing excluded or varied terms and conditions.]

[REDACTED]

[REDACTED]

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

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

(c) **Schedule 13** Infringement Charges

[REDACTED]

1.2. Contracted Volume

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

[REDACTED]

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

1.2.3. The Contractors volume by pack and size (Programme Specifications) will be advised in March 2018 following publication of the March Departure Forecast, please refer to **Appendix 1** for the full programme.

1.2.4. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.

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

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

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

[REDACTED]

[REDACTED]

[Redacted]

1.3. Fruit and Shipping Requirements

- 1.3.1. ZGL will only accept full pallets.
- 1.3.2. Inventory submitted at Kiwistart Maturity Criteria should be shipped by week 24 or Zespri may request that volume be removed from inventory. The Contractor must also notify Zespri of any fruit lines with an average firmness less than 4.0 Kgf during the fruit conditioning period.

[Redacted]

1.4. Packaging Specifications

- 1.4.1. The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.
- 1.4.2. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5. EDI Requirements

[Redacted]

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

[Redacted]

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**.

[Redacted]

1.7. DIFOTIS Premiums and Penalties

[Redacted]

1.8. In-market sampling and Outturn Liability

[Redacted]

[REDACTED]

[REDACTED]

1.9. Accountability Periods

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

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

2.2. Progress Payments

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

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Zespri® Class 2, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Zespri® Class 2, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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

2.3. Final Payment

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

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

[REDACTED]

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

2.4. Service Payments

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Zespri® Class 2 supplied at FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual**.
- 2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Zespri® Class 2 supplied FOBS under this Agreement to ZGL as per **Appendix 3**.
- 2.4.3. ZGL will process the Pack Differential, the Time Rates and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.
- 2.4.4. **Generic Services:** Zespri® Class 2 supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

Appendix 1: Indicative Volume



Appendix 2: Sampling Procedure

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: Zespri® Class 2 SunGold 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

[REDACTED]

[REDACTED]



2018 HW2CK Family Kiwi Brand KiwiStart Programme

SLA Number 09

BACKGROUND

Zespri is seeking to supply North America and Korea with programmed volumes of HW2CK Family Kiwi Green Conventional ("Family Kiwi") sizes 22-42 for the 2018 season. All Family Kiwi volume must be market access OK for US and/or Korea in accordance with the Programme specifications.

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement

1.1.1. The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content, likely representing excluded terms and conditions.]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) **Pricing and Payment Manual**

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

(d) **Schedule 13 Infringement Charges**

[REDACTED]

1.2. Contracted Volume

- 1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2. The Contractors volume by pack and size (Programme Specifications) will be advised in March 2018 following publication of the March Departure Forecast, please refer to **Appendix 1** for the full programme.
- 1.2.3. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.4. The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.5. All Kiwifruit supplied under this agreement by the Contractor must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Contractor's latest advised programme specifications.

[REDACTED]

1.3. Fruit and Shipping Requirements

- 1.3.1. ZGL will only accept full pallets of Family Kiwi.
 - 1.3.2. All Family Kiwi volume must be market access OK for US and/or Korea in accordance with the Programme specifications.
 - 1.3.3. Where fruit does not meet market access requirements Zespri will allow product to be shipped if there is available demand in a suitable market (e.g. Canada) but will not be liable for product not shipped.
- [REDACTED]
- [REDACTED]

[REDACTED]

1.4. Packaging Specifications

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

[REDACTED]

1.5. EDI Requirements

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

[REDACTED]

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**.
- [REDACTED]

- 1.6.3. If the Kiwifruit is found to be out of grade in the market the Contractor will be liable for the costs set out in **clause 1.8**.

1.7. DIFOTIS Premiums and Penalties

[REDACTED]

1.8. In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

1.9. Accountability Period

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

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

2.2. Progress Payments

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

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Family Kiwi, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Family Kiwi, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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

2.3. Final Payment

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

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

[REDACTED]

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

2.4. Service Payments

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Family Kiwi supplied at FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual**.
- 2.4.2. ZGL will process the Pack Differential and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.
- 2.4.3. **Generic Services:** Family Kiwi supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

Appendix 1: Contracted Volumes

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2018 HW2CK Zespri Brand KiwiStart Programme

SLA Number 11

BACKGROUND

Zespri is seeking to supply developing markets [REDACTED] with programmed volumes of Class 2 Green sizes 22-42 packed and labelled as Zespri® Green Kiwifruit for the 2018 season.

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement

- 1.1.1. The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

[REDACTED]

[REDACTED]

1.2. Contracted Volume

- 1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market, and size (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2. The Contractors volume by pack and size (Programme Specifications) will be advised in March 2018 following publication of the March Departure Forecast, please refer to **Appendix 1** for the full programme.
- 1.2.3. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.4. The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.5. All Kiwifruit supplied under this agreement by the Contractor must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Contractor's latest advised programme specifications.

[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 Contractor for the purposes of this Agreement.

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

1.5. EDI Requirements

[Redacted]

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

1.6. Grade Standards

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

[Redacted]

1.7. DIFOTIS Premiums and Penalties

[REDACTED]

1.8. In-market sampling and Outturn Liability

[REDACTED]

1.9. Accountability Period

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

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

2.2. **Progress Payments**

2.2.1. ZGL will make Progress Payments to the Contractor for all Zespri® Class 2 supplied under this Agreement such that the percentage paid shall be as follows:

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Zespri® Class 2, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Zespri® Class 2, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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

2.3. **Final Payment**

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

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

[REDACTED]

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

2.4. Service Payments

- 2.4.1. **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Zespri® Class 2 supplied at FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual**.
- 2.4.2. ZGL will process the Pack Differential and the FOBS Fruit payments once a receipt of either a valid LV record (Loaded onto Vessel Record in accordance with the EDI Manual) or a valid SB record (pallet stayed in buffer store after vessel has sailed in accordance with the EDI manual) after completion of the vessel reconciliation has been received by ZGL confirming that the Kiwifruit has been delivered FOBS.
- 2.4.3. **Generic Services:** Zespri® Class 2 supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

Appendix 1: Contracted Volume



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2018 Zespri® NIR Grading
SLA Number 12

BACKGROUND

All varieties must meet the Minimum Taste Standard to be submit into inventory and some varieties must meet minimum dry matter requirements to be submit under Kiwistart maturity criteria. For maturity areas or sizes that do not meet the minimum dry matter requirements at maturity clearance for Kiwistart, Modified KiwiStart or Mainpack, there is the opportunity to use 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 requirements [REDACTED]

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

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

1.2 Revised Minimum Dry Matter Requirements

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

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

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2. PAYMENT TERMS

2.1 2018 Supply Agreement Payment Terms

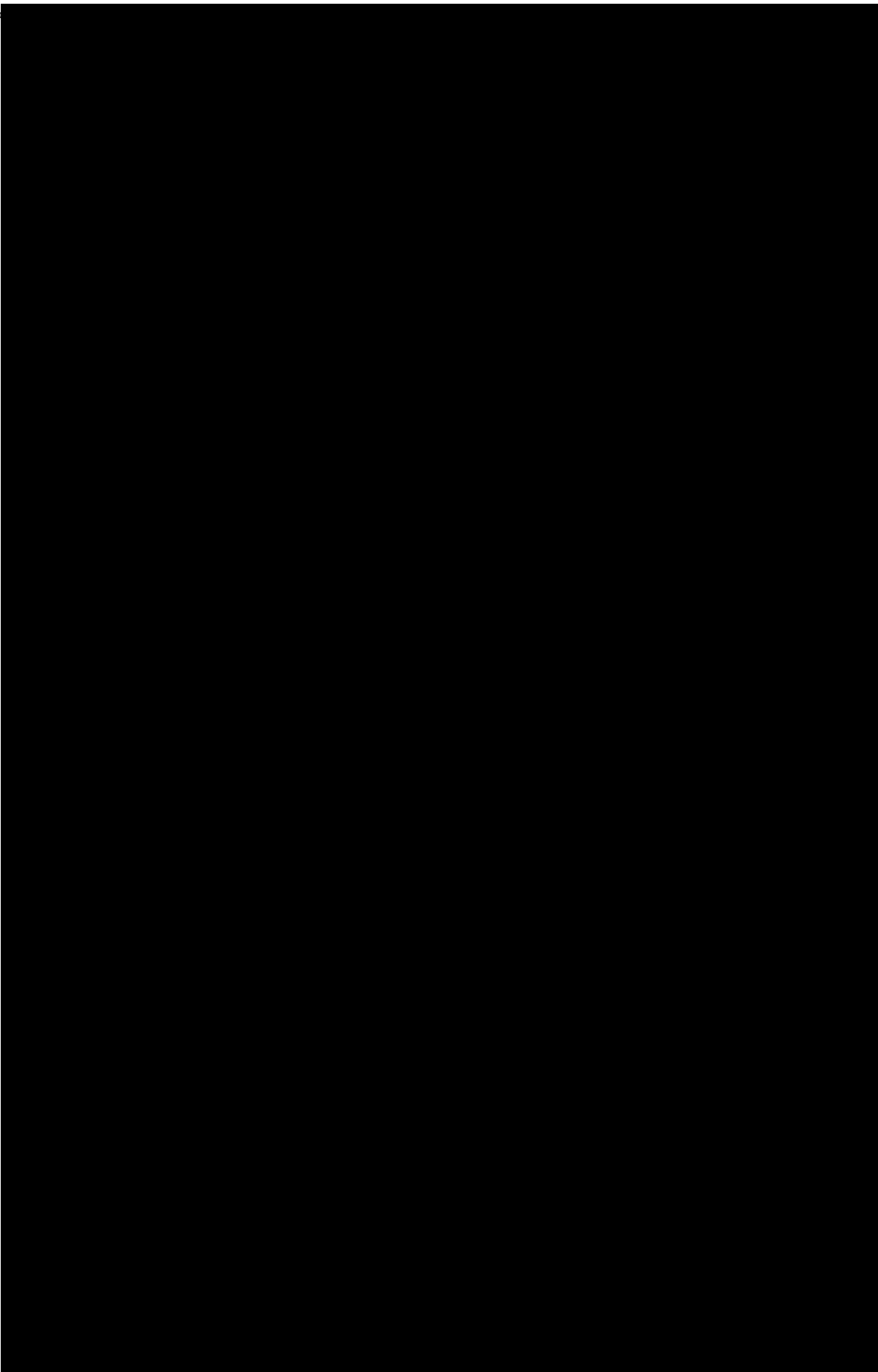
2.1.1 The payment terms in the **2018 Supply Agreement** apply to all Kiwifruit supplied under this Agreement.

[Redacted]

[Redacted]

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

Appendix 1: Predicted weight-loss adjustment post curing



Appendix 2: Data Process

[Redacted text block]

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

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Appendix 3: Hold Process

[Redacted]

[Redacted]



2018 Korean Organic Supply – Non-Cold Disinfestation

SLA Number 13

BACKGROUND

ZGL acknowledges that it is beneficial to the Green Organic and SunGold Organic grower returns to secure product for shipment to Korea. In order for the product to be accepted under this Agreement fruit must meet Korean market access requirements “Korea OK” through low pest criteria. Therefore the Contractor must actively source product from low pest orchards in order to meet the Korean market access requirements. *(Please note fruit that becomes available via the Cold Disinfestation process is not covered by this SLA and is procured under the 2018 Korean Organic Supply – Cold Disinfestation SLA).*

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement and Supply Specifications

1.1.1 The 2018 Supply Agreement terms and conditions apply to this Agreement.

1.2 Contracted Volume

1.2.1 Through the season, in the absence of Cold Disinfestation fruit being available, the Contractor will advise ZGL when inventory becomes available for Korea and ZGL will source demand for this volume. If the available inventory does not fit within a Supplier’s plan, ZGL may order for Korea and will amend the plan accordingly afterwards.

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

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

1.3 Korea OK Product

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

(a) Korea OK Product

- (i) The Contractor must actively select suitable product that meets Korean market access requirements as per the Sampling Specifications section of the ZIL Quality Manual.
- (ii) When the Contractor is selecting product to procure they must identify and target orchards from low pest growers.
- (iii) A [REDACTED] process for Organic Growers looking to meet the market access requirements for Korea is contained in **Appendix 1** of this SLA.

1.4 Services

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

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

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 2018 Supply Agreement Payment Terms

2.1.1 The payment terms in the 2018 Supply Agreement apply to all Kiwifruit supplied under this Agreement where applicable including:

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

2.2 Additional Payment Terms

2.2.1 In addition to the payment terms in the 2018 Supply Agreement, ZGL will pay to the Contractor:

[REDACTED]

2.3 Invoices and Payments

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

2.3.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1: [REDACTED] process for Organic Growers concerned about meeting the Korean Organic Requirements.

[REDACTED]

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

[REDACTED]

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

- [REDACTED]

[REDACTED]

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



2018 Zespri® Organic Green & Organic SunGold to China
SLA Number 14

BACKGROUND

ZGL intends to source supply of Zespri® Organic Green and Zespri® Organic Sungold Kiwifruit (“Kiwifruit”) that meets certain specifications to China for the 2018 season. Volume must be KPINS certified by a Chinese Auditor and must be packed in accordance with Zespri China packing requirements.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are applicable for the purposes of this SLA agreement.

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in Appendix 1.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then **Appendix 1** will no longer be applicable. .

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

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

[Redacted text block]

[Redacted text block]

[REDACTED]

2.1 **Packaging Specifications**

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

3. PAYMENT TERMS

3.1 **Additional Payment Terms**

3.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

3.2 **Invoices and Payments**

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

3.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.



2018 Zespri® Green and SunGold to Israel
SLA Number 15

BACKGROUND

ZGL is seeking to supply the Israel Market with Zespri® Green and Zespri® SunGold Kiwifruit (“Kiwifruit”) for the 2018 season under the terms of a Special Bilateral Quarantine Arrangement (BQA) agreed between MPI and the Israel Plant Protection and Inspection Services (PPIS).

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

1.2 Contracted Volume

1.2.1 **ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March.** In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans.

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

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

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

[Redacted]

[REDACTED]

1.3 Packaging Specifications

- 1.3.1 All product packed for Israel must have an “inspected and cleared for Israel” pallet sticker applied to each face of the pallet. One label is to be applied to each face of the pallet at the same height as the pallet card.
- 1.3.2 The Contractor must meet the market access requirements as listed in **Appendix 2**.

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

- 2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

- (b) **Labelling Rates** for the work carried out by the Contractor to label each pallet with an Israel label at the 2018 Market Specific Labelling rates. (This will be covered by the Generic Services SLA)

2.2 Invoices and Payments

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 2: Market Access Israel Requirements for 2018

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[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]



2018 Zespri® Green Unlabelled IT 33s to Japan
SLA Number 16

BACKGROUND

Zespri is seeking to supply unlabelled Zespri® Green Kiwifruit (“Kiwifruit”) to Japan for the 2018 season.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March.

1.2.2 In the event of changes to this programme ZGL may seek to adjust the contracted volumes and shall advise the Contractor of the proposed change via a change to the Supplier’s pack plan at the dates specified in Appendix 1 of the Planning Calendar.

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

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

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

[Redacted]

[Redacted]

[Redacted]

1.3 **Packaging Specifications**

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

2. PAYMENT TERMS

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted]

[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 Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.



2018 Zespri® SunGold Unlabelled to North America

SLA Number 17

BACKGROUND

Zespri is seeking to supply unlabelled sizes 30 and 36 Zespri® SunGold Kiwifruit (“Kiwifruit”) to North America for the 2018 season to meet Point of Sale requirements for certain North American retailers.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in **Appendix 1**.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then the volume in **Appendix 1** will no longer be applicable.

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

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

[Redacted]

[Redacted]

[Redacted]

1.3 **Packaging Specifications**

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

2. **PAYMENT TERMS**

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted]

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1: Contracted Volume



2018 Zespri® Green Unlabelled to North America
SLA Number 18

BACKGROUND

Zespri is seeking supply of unlabelled size 42 Zespri® Green Kiwifruit (“Kiwifruit”) to North America for the 2018 season to meet Point of Sale requirements for certain North American retailers.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in Appendix 1.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then the volume in Appendix 1 will no longer be applicable.

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

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

[Redacted]

[Redacted]

1.3 **Packaging Specifications**

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

2. **PAYMENT TERMS**

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

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

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor in the following month.

Appendix 1: Contracted Volume



2018 Zespri® Green Data Bar Labels to North America
SLA Number 19

BACKGROUND

Zespri is seeking supply of Zespri® Green Kiwifruit (“Kiwifruit”) with Data Bar Labels to North America for the 2018 season to meet Point of Sale requirements for certain North American retailers.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in Appendix 1.

1.1.1 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then the volume in Appendix 1 will no longer be applicable.

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

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

[Redacted]

[Redacted]

1.2 **Packaging Specifications**

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

2. PAYMENT TERMS

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[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 Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1: Contracted Volume



2018 Zespri® Green Organic Data Bar Labels to North America
SLA Number 20

BACKGROUND

Zespri is seeking supply of Zespri® Organic Green Kiwifruit (“Kiwifruit”) with Data Bar Labels to North America for the 2018 season to meet Point of Sale requirements for certain North American retailers.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[Redacted text]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted Volumes are listed in Appendix 1.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then Appendix 1 will no longer be applicable.

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

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

[Redacted text]

[Redacted text]

1.3 **Packaging Specifications**

- 1.3.1 All Kiwifruit supplied under this Agreement must be labelled with Zespri® Organic Green Data Bar Labels.
- 1.3.2 All Kiwifruit must be packed in pack types specified in **Appendix 1**.
- 1.3.3 All pallets supplied under this Agreement must be labelled front and back with a Pallet Visual Indicator 'LT'.
- 1.3.4 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Contractor for the purposes of this Agreement.

2. PAYMENT TERMS

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

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

2.2 **Invoices and Payments**

- 2.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the payment terms detailed above at the conclusion of the programme.
- 2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1: Contracted Volume



2018 Zespri® [REDACTED]
SLA Number 21

BACKGROUND

Zespri is seeking supply of Zespri® Green Kiwifruit and Zespri® SunGold Kiwifruit (“Kiwifruit”) to the [REDACTED] Collaborative Marketer for the [REDACTED] for the 2018 season.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

- [REDACTED]
- [REDACTED]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in Appendix 1.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then the volume in Appendix 1 will no longer be applicable.

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

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

[REDACTED]

[REDACTED]

[REDACTED]

1.3 **Packaging Specifications**

[REDACTED]

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

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

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

2. **PAYMENT TERMS**

2.1 **Additional Payment Terms**

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) **Pallet labelling** rates for the work carried out by the Contractor to label each pallet with a [REDACTED] at the 2018 Market Specific Labelling rates.

2.2 **Invoices and Payments**

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

2.2.2 ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1: Contracted Volumes

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.2 Supply Logistics

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

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

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

1.2.4 The appropriate contacts are set out in Appendix 1.

1.3 Non-Compliant Pallets

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2. PAYMENT TERMS

2.1 Service Payment

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

2.2 Invoice

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

Appendix 1: Contact

[Redacted]

[Redacted]

Appendix 2: Delivery Docket

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2018 Generic Services

SLA Number 25

BACKGROUND

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

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions apply to this SLA.

1.2 Services and Rates

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

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

1.2.2 The Generic rates are set out in this SLA and are defined as Grower Pooled Payments for the purposes of **clause B1.1(c)** or Onshore Direct Costs for the purposes of **clause A2.8(j)** of the **Pricing and Payment Manual**.

1.3 Specialty Labelling

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

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

- (e) Vietnam
- (f) Brazil
- (g) Argentina

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

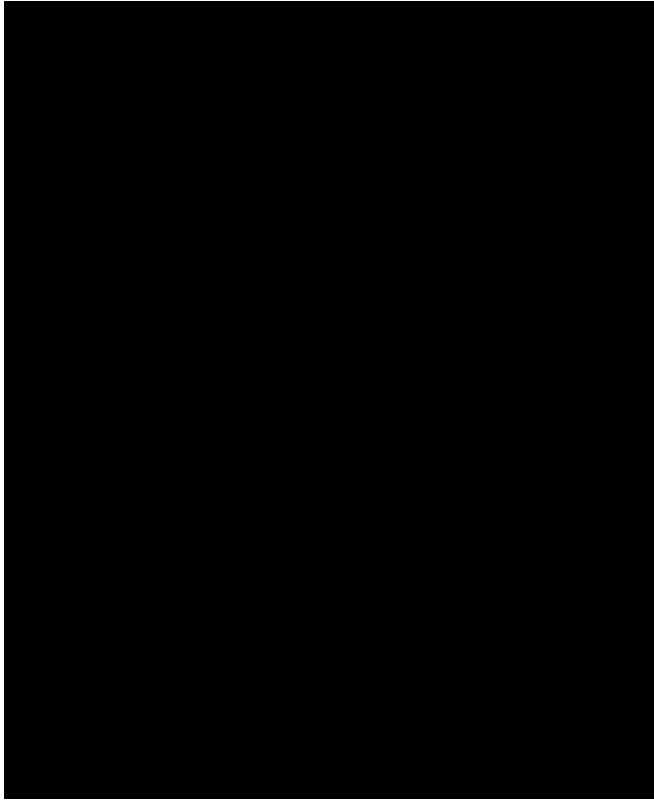
1.3.5 All pallets that have a Specialty Label applied must then have an Electronic Customer Label Indicator applied in order to receive the Application and Printing payment.

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

1.3.7 The Electronic Customer Label Indicators are set out below:

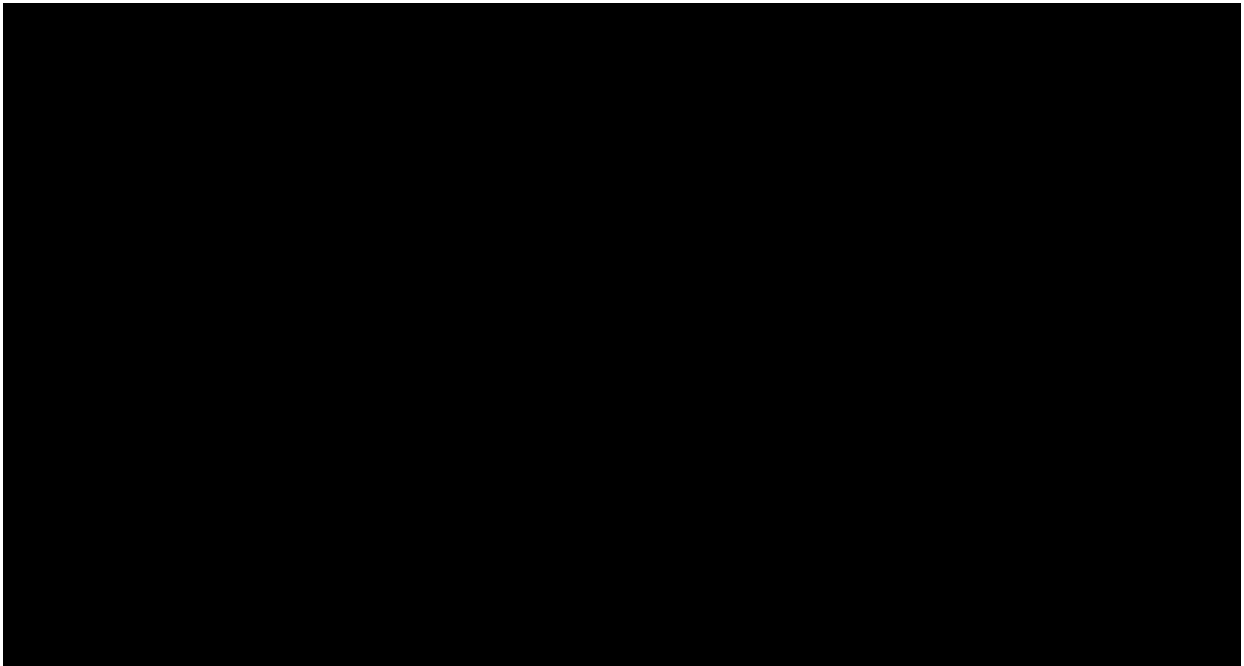
Country	Electronic Pack Label Indicator
Korea	'Z'
India	'I'
Malaysia	'M'
LIDL	'LD'
Brazil	'B'
Vietnam	'V'
Russia	'R'
Argentina	'A'

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



[Redacted]

[Redacted]



1.4 EDI Data Change

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.6 Packaging Transfers

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.7 Pallet Base Transfers

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.8 Labelling

[Redacted]

[Redacted]

1.9 Consolidation of Shared Containers

[Redacted]

1.10 Transport Payment

[Redacted]

2. PAYMENT TERMS

2.1 Invoice

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

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

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



2018 Supply to NZ Domestic Market
SLA Number 26

BACKGROUND

This Agreement exists for Registered Suppliers to sell specific classes and sizes of Zespri Kiwifruit not required by Zespri for export onto the domestic market to distributors, retailers and processors. In order to ensure this is a successful programme the quality of the fruit must be to applicable Zespri grade standards and is subject to Zespri QA Audit. Estimated sales must be declared to Zespri at the commencement of the 2018 season, and actual sales must be declared twice yearly. Sales of Zespri kiwifruit unless specifically authorised in writing by ZGL are otherwise prohibited.

Although Zespri Grade Standards for Class 2 are still known and described as the "Family Kiwi" Standard, it is important to note the Family Kiwi Brand has been replaced by Zespri Branding, and therefore all domestic market sales for 2018 should be in Zespri branded packaging and labels in accordance with the terms of this SLA unless under dispensation authorised by ZGL.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:



- (b) **Pricing and Payment Manual** excepting for **Section E**, Labels which continues to apply; and
- (c) **Schedule 10** Insurance and Risk.

1.2 Licence Pre-Conditions

1.2.1 This SLA is subject to the Contractor first providing to Zespri by 31 March 2018 a completed Pre-Season Estimated Sales Form (Appendix 2) and Zespri Facility Registration Form (Appendix 4).

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

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

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

1.3 Sales and Licence Agreement

- 1.3.1 Subject to first complying with **clause 1.2**, ZGL, grants to the Contractor a sub-licence to market and sell the kiwifruit specified in **clause 1.5.1** below on the terms and conditions of this SLA.
- 1.3.2 The Contractor must enter into the Trade Mark Licence Agreement set out in Appendix 1 of this SLA before it may use the trademarks set out in the Trade Mark Licence Agreement.
- 1.3.3 The Contractor is responsible for storage/fruit loss cost, and establishing the market price for all Kiwifruit supplied under this SLA.
- 1.3.4 The Contractor will send to Zespri a twice yearly declaration of sales set out in the format of the declaration table in **Appendix 3**. This declaration is to be sent to the commercial team at [REDACTED] (or at the completion of the sales plan).

1.4 Grower Return

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

1.5 Authorised Product

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

- (a) Zespri® Class 2 SunGold 18 - 42; and
- (b) Zespri® Class 2 Sweet Green 22 - 42.

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

- 1.5.2 Class 3 or process grade product can be sold only to a ZGL licensed processor and only for the purposes of processing, or must be disposed of. The Contractor agrees that it will not sell or otherwise supply Class 3 Kiwifruit onto the domestic market.

1.6 Product Specifications

- 1.6.1 The Contractor acknowledges that:
- (a) Fruit sold pursuant to this SLA must meet Zespri Class 2\Family Kiwi Grade standards and will be subject to audit in coolstore or at load out or in market by Zespri Quality Assurance staff (the audit process is set out in **Appendix 6**);
 - (b) Kiwifruit below the Minimum Taste Standard (MTS) or excluded from export due to Gold Core Disorder cannot be sold onto the domestic market and therefore must not be supplied and sold by the Contractor;

- (c) Sale of unripe, green or inedible fruit damages the market. Fruit must be brought to a reasonable ripeness and suitably de-greened prior to domestic sale. Therefore Prior to sale GA fruit must be;
 - (i) at a Green Facile level equivalent to Protocol N as defined in the Zespri Quality Manual AND;
 - (ii) ripened to below 3.0 kgf (using elevated temperatures or ethylene)
- (d) Responsibility for ripening fruit may be transferred to a third party for conditioning prior to sale however the contractor remains liable for third party performance and the condition of fruit prior to sale.



- (f) All fruit labels will be paid for by the Contractor;
- (g) Fruit under this SLA must be sold in Zespri Brand Packaging with Zespri fruit labels as set out in Appendix 7 (Class 2 Pack / Label Matrix) unless otherwise authorised in writing under dispensation by Zespri;
- (h) Use of the ZGL brand names listed in column 3 below on the fruit or on the packaging (including EAN labels) is permitted pursuant to this SLA.

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

1.6.2 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 contractor in accordance with **Clause 2** below.

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

1.7 Breach of Licence Agreement

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

- (a) In the case of a first breach in a season issue a cease and desist letter for any initial breach requiring the supplier to:

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

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

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

2. THIRD PARTY CONTRACTORS

2.1.1 If the fruit pursuant to this SLA is packed by a third party contractor on behalf of the Contractor (**Third Party Contractor**) the Third Party Contractor must first be approved by ZGL in writing and the Contractor must complete and submit by 30 March 2018 a third party contractor authorisation form set out in **Appendix 5**.

2.1.2 Notwithstanding approval of any Third Party Contractor, the Contractor remains responsible and liable for performance of its obligations pursuant to the 2018 Supply Agreement and this SLA, and the Contractor shall procure compliance with its obligations pursuant to the 2018 Supply Agreement and this SLA.

2.1.3 The Contractor warrants that any Third Party Contractor:

- (a) Will comply with the terms of this SLA;
- (b) Has the necessary skills and qualifications and will maintain an appropriate level of staffing to carry out the Contractor's obligations pursuant to this SLA, and will perform the services it is contracted to provide on behalf of the Contractor in accordance with best practice and using the highest standards of skill and care;

- (c) Will comply with all applicable laws or regulations in performing its obligations and will hold and maintain in good standing all necessary licences, registrations, permits, authorisations, consents and approvals required by or from any governmental, provincial or local department or agency.
- (d) The Contractor will procure third party access to Third Party Contractors facilities for the purposes of ZGL (or ZGL representatives) to audit (as set out in **Appendix 6**).

3. PAYMENT TERMS

3.1 Royalty Payment

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

3.2 Invoices and Payments

- 3.2.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for royalties owing before 31 March 2019.
- 3.2.2 Once an invoice is issued, the Contractor will make payment to ZGL in the month following receipt of the invoice.

Appendix 1: Trade Mark Licence Agreement

Introduction

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

Terms of Agreement

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

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

Appendix 2: Pre-Season Estimated Sales Form

Registered Supplier: _____

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

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

To be submitted to [REDACTED] by 30 March 2018.

Appendix 3: Sales Declaration

Registered Supplier: _____

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

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

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

To be submitted to _____ by 1 September of 2018 and 15 February of 2019 (or at the completion of the sales plan)

Appendix 5: Zespri Third Party Contractor Facility Registration Form

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

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

To be submitted to by 30 March 2018.

Appendix 6: Zespri Domestic Market Audit Process

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





2018 Supply of Zespri® ECPI Donor Kiwifruit

SLA Number 31

BACKGROUND

The ECPI process at the Tauranga Wharf results in the necessity for ZGL to source replacement Kiwifruit (Donor Fruit) where destructive testing has taken place or out of specification Kiwifruit is destroyed.

ZGL has agreed with the Contractor to source the Donor Fruit from the Contractors facility due to its close proximity to the Tauranga wharf.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

(a) **Schedule 2.**

1.2 Designated Facility

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

██████████

1.3 Order Process

1.3.1 ZGL will contact the facility directly to order Donor Fruit.

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 ██████████

1.4 Supply Requirements

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

[Redacted]

[Redacted]

- **Pricing and Payment Manual** the following clauses do not apply:
 - Standard Advance Payment, **clause C2**;
 - Fruit Incentives, **clause A2.11** and **C3**;
 - Progress Payments, **clause C4**;
 - Service Costs, **clause B1** and **C6**.
- **Schedule 13** Infringement Charges

[Redacted]

1.2 Contracted Volume

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.3 The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
 - the Packaging Specifications below at **clause 1.4**; and
 - the Contractor's latest advised programme specifications.

[Redacted]

1.3 Fruit and Shipping Requirements

- 1.3.1 ZGL will only accept full pallets of kiwifruit.

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

1.3.3 All packs must have Zespri EAN labels as per Appendix 4.

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

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

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

1.4 **Packaging Specifications**

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

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5 **EDI Requirements**

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

1.6 **Grade Standards**

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

1.6.2 If the Kiwifruit is found to be out of grade in the market the Contractor will be liable for the costs set out in **clause 1.9**.

1.7 Maturity Standard

[REDACTED]

1.8 DIFOTIS Premiums and Penalties

[REDACTED]

1.9 In-market sampling and Outturn Liability

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10 Accountability Period

[REDACTED]

2. **PAYMENT TERMS**

2.1 FOBS Fruit Payment

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

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

2.2 Progress Payments

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

- Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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

2.3 Final Payment

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

[REDACTED]

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

2.4 Generic Services

[REDACTED]

Appendix 1: Contracted Volume



Appendix 2: Sampling Procedure

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

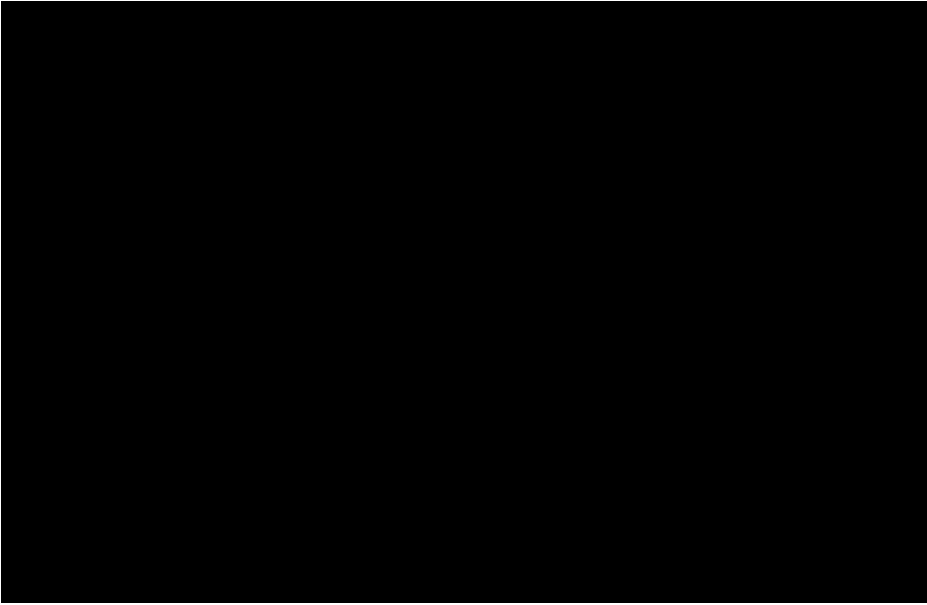
[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: Pricing (excl. GST)



[REDACTED]

[REDACTED]



HW2CK Korea Supplier Own Brand

KiwiStart Programme

SLA Number 34

BACKGROUND

Zespri is seeking to supply Korea with volumes of HW2CK Green Conventional sizes 27-39 for the 2018 season. All volume must be market access OK for Korea in accordance with the Programme specifications.

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement

1.1.1. The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted content]

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

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

- [Redacted]
- [Redacted]

- [Redacted]
- [Redacted]

- [Redacted]
- [Redacted]

- [Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) **Pricing and Payment Manual**

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

(d) **Schedule 13** Infringement Charges

[REDACTED]

1.2. Contracted Volume

- 1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.3. The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4. All Kiwifruit supplied under this agreement by the Contractor must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Contractor's latest advised programme specifications.

[REDACTED]



1.3. Fruit and Shipping Requirements

1.3.1. ZGL will only accept full pallets.

1.3.2. All volume must be market access OK for Korea in accordance with the Programme specifications.

1.3.3. All packs must have Zespri EAN labels as per Appendix 4.

1.3.4. Supplying OK Korea Pallets from Non-Zespri Inventory

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

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

1.3.6. Kiwistart procured prior to end of week 15 should be shipped by week 19 or Zespri may request that volume be removed from inventory. The Contractor must also notify Zespri of any fruit lines with an average firmness less than 4.0 Kgf during this fruit conditioning period.

1.3.7. All fruit kiwifruit submitted post ISO week 15 by the Contractor under this Agreement should be shipped by week 27.

1.4. Packaging Specifications

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

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

1.5. EDI Requirements

[Redacted]

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

1.6. Grade Standards

1.6.1. Kiwifruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section

1.6.2. If the Kiwifruit is found to be out of grade in the market the Contractor will be liable for the costs set out in **clause 1.8**.

1.7. DIFOTIS Premiums and Penalties

[Redacted]

1.8. In-market sampling and Outturn Liability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.9. Accountability Period

[Redacted]

[Redacted]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

2.2. Progress Payments

- 2.2.1. ZGL will make Progress Payments to the Contractor for all kiwifruit supplied under this Agreement such that the percentage paid shall be as follows:
- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
 - (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.
- 2.2.2. The Progress Payments [REDACTED] [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

2.3. Final Payment

- 2.3.1. The final payment for Kiwifruit supplied under this Agreement will be made in accordance with **clause C5.1** of the **Pricing and Payment Manual** and will be determined by the following calculation:
- (a) The final price for all the kiwifruit purchased by ZGL from the Contractor under this Agreement as determined by ZGL under **clause A1** of the **Pricing and Payment Manual** for the purchase 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.

[REDACTED]

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

2.4. Service Payments

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

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

2.4.3. **Generic Services:** Kiwifruit supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

[REDACTED]

Appendix 1: Contracted Volumes



Appendix 2: Sampling Procedure

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



2018 GA2OB Zespri® Class 2 Brand Programme

SLA Number 36

BACKGROUND

Zespri is seeking to supply Europe and developing markets with programmed volumes of GA2OB Class 2 SunGold Organic sizes 18-42 packed and labelled as Zespri® Organic SunGold Kiwifruit for the 2018 season.

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement

1.1.1. The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content, likely representing excluded or varied terms and conditions.]

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

(c) **Schedule 13 Infringement Charges**

[REDACTED]

1.2. Contracted Volume

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

[REDACTED]

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

1.2.3. The Contractors volume by pack and size (Programme Specifications) will be advised in March 2018 following publication of the March Departure Forecast, please refer to **Appendix 1** for the full programme.

1.2.4. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.

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

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

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

[Redacted]

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 Contractor for the purposes of this Agreement.

1.4.2. All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5. EDI Requirements

[Redacted]

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

[Redacted]

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**.

[Redacted]

[Redacted]

1.7. DIFOTIS Premiums and Penalties

[Redacted]

1.8. In-market sampling and Outturn Liability

[Redacted]

[Redacted]

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

[Redacted]

1.9. Accountability Period

[Redacted]

[Redacted]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

2.2. Progress Payments

- 2.2.1. ZGL will make Progress Payments to the Contractor for all Zespri® Class 2 supplied under this Agreement such that the percentage paid shall be as follows:
- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Zespri® Class 2, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
 - (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Zespri® Class 2, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.
- 2.2.2. The Progress Payments include [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

2.3. Final Payment

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

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

2.4. Service Payments

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

2.4.2. **Time Rates:** ZGL will make a Time Payment to the Contractor for all Zespri® Class 2 supplied FOBS under this Agreement to ZGL as per **Appendix 3**.

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

2.4.4. **Generic Services:** Zespri® Class 2 supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

Appendix 1: Indicative Volume

Appendix 2: Sampling Procedure

[Redacted text block containing multiple lines of obscured content]

[Large redacted text block covering the bottom half of the page]

Appendix 3: Zespri® Class 2 SunGold Organic Time Rates

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

[Redacted]

[Redacted]

[Redacted]

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

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

(d) **Schedule 13** Infringement Charges

[Redacted]

1.2 Contracted Volume

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.3 The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Contractor’s latest advised programme specifications.

[Redacted]

1.3 Fruit and Shipping Requirements

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

1.4 Packaging Specifications

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

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5 EDI Requirements

[Redacted]

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

1.6 Grade Standards

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

[Redacted]

1.7 Maturity Standard

[Redacted]

1.8 DIFOTIS Premiums and Penalties

[Redacted]

1.9 In-market sampling and Outturn Liability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

1.10 Accountability Period

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1 FOBS Fruit Payment

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

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

2.2 Progress Payments

2.2.1 ZGL will make Progress Payments to the Contractor for all Family Kiwi supplied under this Agreement such that the percentage paid shall be as follows:

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Family Kiwi, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Family Kiwi, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.2.2 The Progress Payments include a [REDACTED] of the Contracted Volume or for supplying the volume for which the Contractor had

Opportunity to Ship, whichever is lower. If the Contractor supplies more than the Contracted Volume the performance incentive will be payable on the total volume supplied.

2.3 Final Payment

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



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

Appendix 1: Indicative Volume



Appendix 2: Sampling Procedure

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

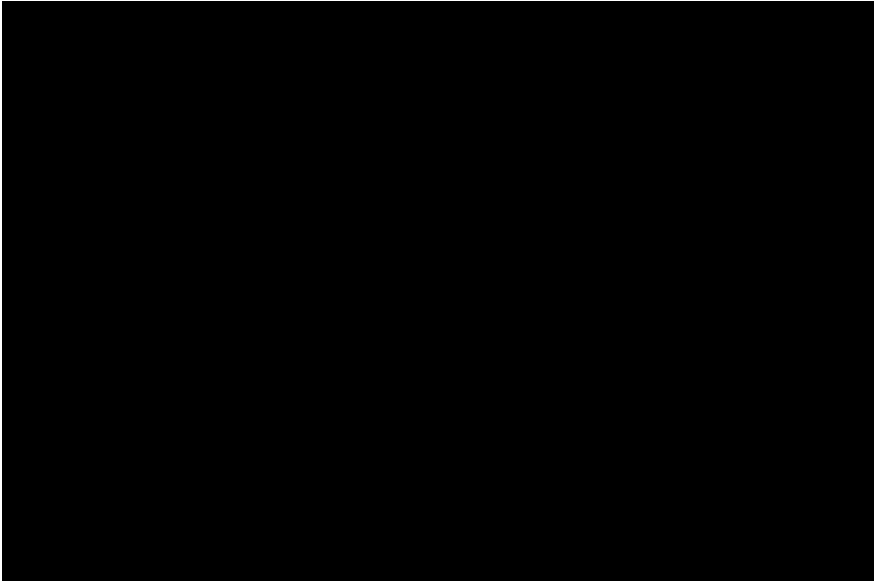
[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: Pricing (excl GST)



[REDACTED]

[REDACTED]



2018 HW2CK Zespri Brand Mainpack Programme

SLA Number 38

BACKGROUND

Zespri is seeking to supply developing markets [REDACTED] with programmed volumes of Class 2 Green sizes 22-42 packed and labelled as Zespri® Green Kiwifruit for the 2018 season. A fixed price, per size will be paid for this supply.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 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]

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

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

[Redacted]

[Redacted]

1.2 Contracted Volume

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, size, and market (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.3 The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
 - (a) the packaging specifications below at **clause 1.4**; and
 - (b) the Contractor’s latest advised programme specifications.

[Redacted]

1.3 Fruit and Shipping Requirements

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

1.3.3 Where Kiwifruit does not meet market access requirement for the above markets Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped.

1.4 Packaging Specifications

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

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5 EDI Requirements

[Redacted]

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

1.6 Grade Standards

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

[Redacted]

1.7 Maturity Standard

[Redacted]

1.8 DIFOTIS Premiums and Penalties

[Redacted]

1.9 In-market sampling and Outturn Liability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10 Accountability Period

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.0 FOBS Fruit Payment

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

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

2.1 Progress Payments

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

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.
- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2018 (provided that

as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

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

2.2 Final Payment

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

[REDACTED]

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

Appendix 1: Indicative Volume



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: Pricing (excl. GST)



[Redacted]

[Redacted]



**2018 HW2OB Family Kiwi® Brand &
Zespri® Brand Kiwistart & Mainpack Programmes
SLA Number 39**

BACKGROUND

Zespri is seeking to supply Europe with programmed volumes of Zespri® Family Kiwi Green Organic (“Family Kiwi”) sizes 33-42 for the 2018 season, [redacted] with programmed volumes of [redacted]
[redacted]

1. TERMS OF AGREEMENT

1.1. 2018 Supply Agreement

1.1.1. The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

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

[Redacted]

[Redacted]

1.2. Contracted Volume

1.2.1. ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, market and size (Programme Specifications) as set out in **Appendix 1**.

1.2.2. In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.

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

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1.3. Fruit and Shipping Requirements

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

[REDACTED]

[REDACTED]

1.4. Packaging Specifications

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

1.4.2. Kiwifruit supplied by the Contractor under this Agreement must be either packed into a Family Kiwi box with a Family Kiwi Fruit Label or packed into a Zespri® Class 1 box with a Class 1 Fruit Label and Blank Orange Customer label as detailed in **Appendix 4** (please refer to the Contracted volumes in **Appendix 1**).

1.5. EDI Requirements

[REDACTED]

1.5.2. All 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**.

[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]

1.9. Accountability Period

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.1. FOBS Fruit Payment

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

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

2.2. Progress Payments

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

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

45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.

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

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

2.3. Final Payment

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

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

[REDACTED]

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

2.4. Service Payments

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

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

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

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

2.4.4. **Generic Services:** Kiwifruit supplied under this Agreement will qualify for payment under the 2018 Generic Services SLA.

Appendix 1: Contracted Volume

Appendix 2: Sampling Procedure

[Redacted text block containing multiple lines of obscured content]

[Large redacted text block covering the bottom half of the page]

Appendix 3: 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

[Redacted]

[Redacted]



2018 Airfreight Orders

SLA number 40

BACKGROUND

Zespri is seeking to fulfil a variety of airfreight orders for the 2018 Season. Such orders require additional time, resources and effort which need to be acknowledged and duly compensated for. This SLA sets out the terms and conditions for supplying Kiwifruit via airfreight orders.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 All provisions of the **2018 Supply Agreement** apply to this SLA.

1.2 Grade Standards

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

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

2. PAYMENT TERMS

2.0 **Additional Payment Terms**

2.0.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

[REDACTED]

[REDACTED]

2.1 **Invoices and Payments**

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

2.1.2 ZGL will make payment to the Contractor prior to 31st March 2019.



2018 Zespri® Green To [REDACTED]
SLA Number 41

BACKGROUND

Zespri is seeking to supply Zespri® Green Kiwifruit (“Kiwifruit”) and Zespri® SunGold Kiwifruit (“Kiwifruit”) to the [REDACTED] Collaborative Marketer programme for the 2018 season.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

1.2 Contracted Volume

1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in Appendix 1.

1.2.2 **In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then the volume in Appendix 1 will no longer be applicable. .**

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

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

[REDACTED]

[Redacted]

1.3 Order Allocation

[Redacted]

1.4 Packaging Specifications

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2.2 Invoices and Payments

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

ZGL will make payment to the Contractor prior to 31st March 2019.

Appendix 1: Contracted Volume



2018 Zespri® Green to

SLA Number 42

BACKGROUND

Zespri is seeking to supply Zespri® Green Kiwifruit (“Kiwifruit”) to the Collaborative Marketer programme for the 2018 season.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

- 1.1.1 The 2018 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA agreement:

[REDACTED]

[REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL will base contracted volume on market demand and will allocate the Contractor contract volume by pack, size (“Programme Specifications”) in March 2018 following publication of the Departure Forecast in March. Contracted volumes are listed in Appendix 1.
- 1.2.2 **In the event of changes to this programme ZGL shall advise the Contractor via a change to the Suppliers pack plans, then the volume in Appendix 1 will no longer be applicable.** If the programme specifications change in accordance with the above clause then **Appendix 1** will no longer be applicable instead the recently agreed programme specifications will apply.
- 1.2.3 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
- (a) the Packaging Specifications below at **clause 1.4**; and
 - (b) the Contractor’s latest advised Programme Specifications.

[Redacted]

[Redacted]

1.3 Order Allocation

[Redacted]

1.4 Packaging Specifications

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

2. PAYMENT TERMS

2.1 Additional Payment Terms

2.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2.2 Invoices and Payments

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

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

Appendix 1 : Indicative Volume



2018 Advanced Volume Movement – Tranche 1

SLA Number 43

BACKGROUND

Suppliers have advised an onshore static capacity constraint in weeks 19-22. 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 contractor.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The **2018 Supply Agreement** terms and conditions are varied, with the following provisions varied or excluded for the purposes of this SLA agreement:

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

1.2 Volume allocation

1.2.1 Volumes by fruit group will be allocated between [REDACTED] as follows:

- (a) [REDACTED] capacity will be filled first based on industry share of participating volume
- (b) [REDACTED] capacity will be filled second based on remaining participating volume. If remaining volume is greater than [REDACTED] capacity then the remaining volume will be pro-rated based on industry share of participating volume.

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

1.2.3 If the Contractor reneges on the volume commitment in Appendix 1 the Contractor will be charged the minimum of;

- (a) The fixed charges in clause 2.2.1 or;
- (b) The actual cost charged by the Shipping line for pulling out of volume already committed to the Shipping line.

1.3 Fruit criteria

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

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

1.4 Operational Planning and Order Management

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

1.5 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]
[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.

2. PAYMENT TERMS

2.1 Time Rates Payable

[REDACTED]

2.2 Fixed Charges

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

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

[REDACTED]

[REDACTED]

2.4 Supplier Accountability Premiums & Penalties

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.5 Insurance

2.5.1 In the case of an insurance event, the fixed charges detailed in **clause 2.2.1** will remain chargeable and the fruit will follow the same insurance process as non-advanced volume per the **2018 Supply Agreement**.

2.6 Regional Freight Costs

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

2.7 Invoices and Payments

2.7.1 ZGL will issue an Invoice/Credit to the Contractor for the fixed charges in clause 2.2.1 less the payment owing for the Time rates payable detailed in clause 2.1.1 by 30 June 2018.

2.7.2 ZGL will issue an Invoice/Credit to the Contractor for the Supplier Accountability premiums paid less penalties charged detailed in **clause 1.5** by 31 August 2018.

2.7.3 The Contractor will make payment to ZGL no later than 20 September 2018 for all costs involved in this SLA.

2.7.4 Any outstanding payment(s) owing for this programme after 20 September 2018 will be offset against the Contractors October 2018 Grower payments (Progress, Time, Pack or Taste payments).

Appendix 1: Contractor Volumes

The total contract volume is x trays.

The split of this volume between fruit groups, pack types, size and markets will be confirmed.



2018 Advanced Volume Movement – Tranche 2

SLA Number 44

BACKGROUND

Suppliers have advised an onshore static capacity constraint in weeks 20-23. 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 contractor.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The **2018 Supply Agreement** terms and conditions are varied, with the following provisions varied or excluded for the purposes of this SLA agreement:

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

1.2 Volume allocation

1.2.1 Volumes by fruit group will be allocated between [REDACTED] as follows:

- (a) [REDACTED] capacity will be filled first based on industry share of participating volume
- (b) [REDACTED] capacity will be filled second based on remaining participating volume. If remaining volume is greater than [REDACTED] capacity then the remaining volume will be pro-rated based on industry share of participating volume.

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

1.2.3 If the Contractor reneges on the volume commitment in Appendix 1 the Contractor will be charged the minimum of;

- (a) The fixed charges in clause 2.2.1 or;
- (b) The actual cost charged by the Shipping line for pulling out of volume already committed to the Shipping line.

1.3 Fruit criteria

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

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

1.4 Operational Planning and Order Management

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

1.5 Accountability Period and in market assessment process

[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.

2. PAYMENT TERMS

2.1 Time Rates Payable

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

2.3 Additional Charge

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.4 Supplier Accountability Premiums & Penalties

[REDACTED]

[REDACTED]



2.5 Insurance

2.5.1 In the case of an insurance event, the fixed charges detailed in **clause 2.2.1** will remain chargeable and the fruit will follow the same insurance process as non-advanced volume per the **2018 Supply Agreement**.

2.6 Regional Freight Costs

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

2.7 Invoices and Payments

2.7.1 ZGL will issue an Invoice/Credit to the Contractor for the fixed charges in clause 2.2.1 less the payment owing for the Time rates payable detailed in clause 2.1.1 by 30 June 2018.

2.7.2 ZGL will issue an Invoice/Credit to the Contractor for the Supplier Accountability premiums paid less penalties charged detailed in **clause 1.5** by 31 August 2018.

2.7.3 The Contractor will make payment to ZGL no later than 20 September 2018 for all costs involved in this SLA.

2.7.4 Any outstanding payment(s) owing for this programme after 20 September 2018 will be offset against the Contractors October 2018 Grower payments (Progress, Time, Pack or Taste payments).

Appendix 1: Contractor Volumes

The total contract volume is x trays.

The split of this volume between fruit groups, pack types, size and markets will be confirmed.



2018 Zespri® SunGold CA pre-sized trial
SLA Number 45

BACKGROUND

ZGL intends to undertake a small Zespri® SunGold Kiwifruit (“Kiwifruit”) CA pre-sizing and CA UFI trial for the 2018 season.

Undertaking this trial will enable Zespri to:

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

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement and Supply Specifications

The **2018 Supply Agreement** and the included Supply Specifications terms and conditions apply to this SLA.

1.2 Volumes

[Redacted text block containing multiple lines of blacked-out content under section 1.2 Volumes]

1.3 Data Collection

1.3.1 The Contractor will follow the trial methodology and work with service providers as outlined in

[Redacted text block containing blacked-out content under section 1.3.1]

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

2. PAYMENT TERMS

1.1 Additional Payment Terms

1.1.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Invoices and Payments

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

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



2018 Zespri® [REDACTED]
SLA Number 46

BACKGROUND

ZGL intends to undertake a [REDACTED] for the 2018 season. [REDACTED]
[REDACTED] The intention is that the majority of the fruit supplied under this SLA will be shipped to the [REDACTED]

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement and Supply Specifications

The **2018 Supply Agreement** and the included Supply Specifications terms and conditions apply to this SLA.

1.2 Volumes

[REDACTED]

[REDACTED]

1.3 EDI Requirement

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

[REDACTED]

1.4 Data Collection

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

1.5 In-Market Assessment

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

2. PAYMENT TERMS

2.0 Additional Payment Terms

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

[REDACTED]

2.1 Invoices and Payments

- 2.1.1 ZGL will issue a Buyer Created Tax Invoice to the Contractor for the additional payment terms detailed above at the conclusion of the programme.
- 2.1.2 ZGL will make payment to the Contractor prior to 31st March 2019.



2018 HW2CK Zespri Brand Mainpack IT Programme

SLA Number 47

BACKGROUND

Zespri is seeking to supply [REDACTED] with programmed volumes of Class 2 Green sizes 30-36 packed and labelled as Zespri® Green Kiwifruit for the 2018 season. [REDACTED]

[REDACTED]

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 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]

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

- (i) Standard Advance Payment, **clause C2**;
- (ii) Fruit Incentives, **clause A2.11** and **C3**;
- (iii) Progress Payments, **clause C4**;
- (iv) Service Costs, **clause B1.1(b) and (c)**

(d) **Schedule 13** Infringement Charges

[REDACTED]

1.2 Contracted Volume

1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, size, and market (Programme Specifications) as set out in **Appendix 1**.

1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.

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

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

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

[REDACTED]

1.3 Fruit and Shipping Requirements

1.3.1 ZGL will only accept full pallets.

1.3.2 All Kiwifruit must have suitable market access for shipping to [REDACTED] in accordance with the Programme specifications.

1.3.3 Where Kiwifruit does not meet market access requirement for the above markets Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped.

1.4 Packaging Specifications

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

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5 EDI Requirements

[Redacted]

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

1.6 Grade Standards

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

[Redacted]

1.7 Maturity Standard

[Redacted]

1.8 DIFOTIS Premiums and Penalties

[Redacted]

1.9 In-market sampling and Outturn Liability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10 Accountability Period

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.0 Additional Payment Terms

2.0.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

2.1 FOBS Fruit Payment

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

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

2.2 Progress Payments

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

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.

- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3 Final Payment

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

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

2.4 Service Payments

2.4.1 **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Kiwifruit supplied FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual** of the **2018 Supply Agreement**.

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 SLA will qualify for payment under the **2018 Generic Services SLA**.

Appendix 1: Indicative Volume



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

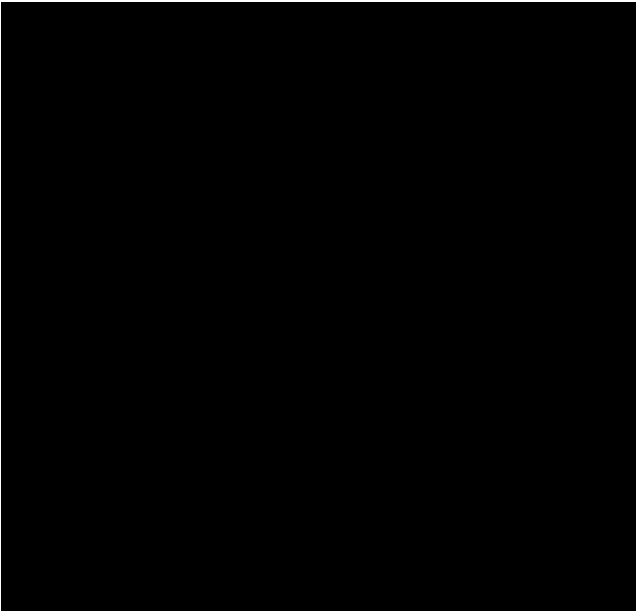
[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: Pricing (excl. GST)



[Redacted]

[Redacted]



2018 HW2CK Mainpack Unlabeled Programme

SLA Number 48

BACKGROUND

Zespri is seeking to supply Japan with programmed volumes of Class 2 Green TasteBand Y, T sizes 22-33 unlabeled Kiwifruit in a Supplier Own Brand or Generic Pack for the 2018 season. A fixed price, per size will be paid for this supply.

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 The 2018 Supply Agreement terms and conditions apply except where they are varied or excluded below:

[Redacted text block containing multiple lines of blacked-out content, likely representing excluded terms and conditions.]

[REDACTED]

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

- (i) Standard Advance Payment, **clause C2**;
- (ii) Fruit Incentives, **clause A2.11** and **C3**;
- (iii) Progress Payments, **clause C4**;
- (iv) Service Costs, **clause B1.1(b) and (c)**

(d) **Schedule 13** Infringement Charges

[REDACTED]

1.2 Contracted Volume

- 1.2.1 ZGL has taken into account the expressions of interest and have contracted the volume with the Contractor by pack, size, and market (Programme Specifications) as set out in **Appendix 1**.
- 1.2.2 In the event of changes to this programme ZGL shall advise the Contractor and may seek to negotiate a change. In the event that the parties are unable to agree on a change the programme shall be conducted on the basis of the allocations in **Appendix 1**.
- 1.2.3 The most recent programme agreed by the Contractor and ZGL is the volume that is to be procured and supplied under this Agreement.
- 1.2.4 All Kiwifruit supplied under this Agreement by the Contractor must be packed in accordance with:
 - (a) the packaging specifications below at **clause 1.4**; and
 - (b) the Contractor's latest advised programme specifications.

[REDACTED]

1.3 Fruit and Shipping Requirements

- 1.3.1 ZGL will only accept full pallets.
- 1.3.2 All Kiwifruit must have suitable market access for shipping to Japan in accordance with the Programme specifications.

1.3.3 Where Kiwifruit does not meet market access requirement for the above markets Zespri will allow product to be shipped if there is available demand in a suitable market but will not be liable for product not shipped.

1.4 Packaging Specifications

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

1.4.2 All Kiwifruit supplied by the Contractor under this Agreement must be packed in accordance with the pack and label requirements set out in **Appendix 4**.

1.5 EDI Requirements

[Redacted]

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

1.6 Grade Standards

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

[Redacted]

1.7 Maturity Standard

[Redacted]

1.8 DIFOTIS Premiums and Penalties

[Redacted]

1.9 In-market sampling and Outturn Liability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10 Accountability Period

[REDACTED]

[REDACTED]

2. PAYMENT TERMS

2.0 Additional Payment Terms

2.0.1 In addition to the payment terms in the **2018 Supply Agreement**, ZGL will pay to the Contractor:

[REDACTED]

2.1 FOBS Fruit Payment

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

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

2.2 Progress Payments

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

- (a) Approximately 45% of forecast fruit return, less the amount of all FOBS Fruit Payments made in relation to that Kiwifruit, will be paid to the Contractor on September 15th 2018 (provided that as at the 1st September at least 45% of volume has been sold). If less than 45% of volume has been sold as at 1st September, ZGL may adjust the amount of this progress payment accordingly.

- (b) Approximately 85% of forecast fruit return, less the amount of all FOBS Fruit Payments and Progress Payments made in relation to that Kiwifruit, on November 15th 2018 (provided that as at the 1st November 85% of volume has been sold). If less than 85% of volume has been sold as at 1st November, ZGL may adjust the amount of this progress payment accordingly.

2.3 Final Payment

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

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

2.4 Service Payments

2.4.1 **Pack Differentials:** ZGL will make a Pack Differential payment to the Contractor for all Kiwifruit supplied FOBS under this Agreement based on the table set out in **Appendix 2** of the **Pricing and Payment Manual** of the **2018 Supply Agreement**.

2.4.2 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.

2.4.3 **Generic Services:** Kiwifruit supplied under this SLA will qualify for payment under the **2018 Generic Services SLA**.

Appendix 1: Indicative Volume

To be confirmed.

Appendix 2: Sampling Procedure

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 3: Pricing (excl. GST)



[Redacted]

[Redacted]



2018 GA10B Consolidation
SLA Number 50

BACKGROUND

In order to maximise sales and minimise costs the Industry may agree to consolidate at a designated coolstore site part pallets and any full pallets that do not have an export order of GA10B Kiwifruit to Japan.

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

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

1. TERMS OF AGREEMENT

1.1 2018 Supply Agreement

1.1.1 Except as expressly varied by this SLA, the 2018 Supply Agreement terms and conditions apply to this Agreement.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

1.2 Supply Logistics

1.2.1 ZGL will be responsible for organising and providing the programme instructions to Suppliers along with co-ordinating the logistics of the supply of the part pallets and any full pallets that do not have an export order.

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

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

1.2.4 The appropriate contacts are set out in Appendix 1.

1.3 Non-Compliant Pallets

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2. PAYMENT TERMS

2.1 Service Payment

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

2.2 Invoice

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

Appendix 1: Contact

[Redacted]

[Redacted]

Appendix 2: Delivery Docket

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]