BUNGE

General conditions of purchase for Goods and/or Services

(non-commodity)

1. GENERAL

1.1 These are the terms of engagement between Bunge and the party referred to in the Purchase Order (Supplier). These general conditions of purchase and the Purchase Order (including any special conditions contained in that Purchase Order) from Bunge to the Supplier together form the terms and conditions of purchase – non-commodity (Agreement).

1.2 This Agreement constitutes the entire agreement between the parties as to the purchase of Goods and/or Services (non-commodity). No quotation, confirmation, shipment or delivery docket, invoice or other document issued by or on behalf of the Supplier in relation to the supply of Goods and/or performance of Services (non-commodity) will vary this Agreement. This Agreement supersedes all prior representations and agreements in connection with the supply of Goods and/or performance of Services (non-commodity). The only terms implied into this Agreement are those implied by mandatory operation of Law. The acceptance of, or payment for Goods and/or Services (non-commodity) by Bunge does not constitute acknowledgement or acceptance of the Supplier's terms and conditions.

1.3 Acceptance of these terms by the Supplier occurs when the Supplier accepts the Purchase Order in writing or supplies the Goods and/or performs the Services (non-commodity) (whichever occurs first).

2. AGREEMENT TO SELL GOODS AND/OR SERVICES (NON-COMMODITY)

2.1 The Supplier agrees to sell the Goods and/or perform the Services (non-commodity) and Bunge agrees to purchase the Goods and/or accept the Services (non-commodity) on the terms of this Agreement.

3. DELIVERY AND ACCEPTANCE - GOODS

The Supplier must deliver the Goods to, or perform the Services (non-commodity) at, the site by the delivery date during normal business hours or at any other time agreed between the Supplier and Bunge, failing which Bunge, acting reasonably, may cancel the Purchase Order(s) in whole or in part. If the Supplier cannot advise a delivery date at the time a Purchase Order is placed, the Supplier must advise a delivery date within 7 days from the Purchase Order date, failing which Bunge, acting reasonably, may cancel the Purchase Order(s) in whole or in part. Bunge will only cancel a Purchase Order pursuant to this clause where reasonably necessary in order to protect its legitimate business interests.

3.1 All Goods and/or Services (non-commodity) delivered by the Supplier are subject to inspection and acceptance by Bunge.

3.2 Bunge accepts the Goods and/or Services (non-commodity) if:

A. Bunge advises the Supplier in writing that the Goods and/or Services (non-commodity) have been accepted (but signing for delivery does not constitute acceptance); or

B. Bunge has not rejected the Goods and/or Services (non-commodity) within 14 days of delivery or performance (as the case requires).

3.3 Despite title and risk passing under clause 5.1, Bunge may reject the Goods and/or Services (non-commodity) if: any warranties provided by the Supplier are, in Bunge's reasonable opinion, untrue; the Goods and/or Services (non-commodity) are not of merchantable quality or unfit for Bunge's purpose or defective or not in accordance with the provisions of this Agreement or any samples provided to Bunge or specifications contained in the Purchase Order.

3.4 Without limiting clause 3.4, delivery of the Goods will not be accepted: unless accompanied by a cart note and/or invoice stating the Purchase Order number; or, if quantities are provided that exceed those ordered as set out in the Purchase Order.

3.5 Any Goods rejected must be removed from the site at the Supplier's cost.

3.6 If the Goods are damaged or destroyed prior to delivery, Bunge may cancel the relevant Purchase Order and is entitled to recover the whole or part of any payment made in relation to the damaged or destroyed Goods.

4. PRICE AND PAYMENT

4.1 The prices for the Goods and/or Services (non-commodity) (as detailed in the Purchase Order) are fixed and cannot be varied without Bunge's written consent.

4.2 Unless otherwise stated, prices include all applicable duties, impost, levies and taxes (including GST), delivery to the site nominated by Bunge, packing, crating and insurance.

4.3 If prices are quoted by reference to an Incoterm, the price includes the supplies and services provided in the relevant Incoterm (as published by the International Chamber of Commerce from time to time).

4.4 The Supplier must, at its cost, obtain all licences, permits and documentation necessary for, and must comply with all Laws governing the supply of the Goods and/or performance of the Services (non-commodity).

4.5 The Supplier must maintain and make available to Bunge sufficient records to enable Bunge to verify all invoices.

4.6 Terms of payment are 45 days after the receipt of the Supplier's invoice.

5. RISK AND TITLE

5.1 Title to, and risk in, the Goods passes to Bunge when delivered and signed for by or on behalf of Bunge.

6. GST

6.1 The Supplier must be registered for GST.

6.2 The Supplier must submit a tax invoice for any taxable supply (as those terms are defined under the Goods and Services Tax Act 1985). Bunge is not obliged to pay GST in respect of Goods and/or Services (non-commodity) unless a valid tax invoice has been issued.

7. SUPPLIER OBLIGATIONS

7.1 The Supplier must:

A. use its best endeavours at all times to faithfully and honestly discharge its duties in the course of providing the Goods and/or Services (non-commodity) to Bunge;

B. comply with all reasonable requests and directions of Bunge or its Personnel in connection with its duties and responsibilities under this Agreement (including in undertaking any necessary orientation or induction and complying at all times with Bunge's site safety, risk assessments, security and access policies, procedures and protocols), where such requests and directions are reasonably necessary to protect Bunge's legitimate business interests;

C. provide Bunge with such information as may be required by it from time to time, where such information is reasonably necessary to protect Bunge's legitimate business interests;

D. ensure that the warranties set out in this Agreement are and remain true and correct at all times;

E. obtain and maintain at all times necessary regulatory approvals and holds all other licences, qualifications, permits and authorisations necessary for, or incidental to, providing the Goods and/or the Services (non-commodity);

F. not do and not permit anything to be done which will or may adversely affect or interfere with the professional relationship between Bunge and its clients or suppliers;

G. comply with (and ensure that all of the Supplier's Personnel comply with) all reasonable directions and requirements of Bunge while on Bunge's site, where such directions and requirements are reasonably necessary to protect Bunge's legitimate business interests;

H. provide the Goods and/or Services (non-commodity) with all due care and skill; in a proper, competent and professional manner; in a timely and expeditious way; and in a way which will prevent injury or death of persons and damage or destruction to property;

I. comply with all, and ensure that it or its Personnel do not breach any, Laws (including all food safety, employment, workplace and safety Laws);

J. do everything necessary to remove any waste mater, hazardous substance, pollution or contaminant created as a by-product or otherwise abandoned, dumped or left on the site relating to or in connection with the provision of Goods and/or Services (non-commodity);

K. remedy any environmental damage or degradation resulting from the Supplier's acts or omissions; and

L. provide and maintain a safe working environment and safe systems of work including having regard to the receival, storage and handling of food and food products at the site

7.2 Without limiting clause 7.1, where the Supplier is supplying Goods, the Supplier must:

A. provide Bunge with all information in relation to the Goods requested by Bunge (acting reasonably);

B. properly carry out all testing and quality assurance procedures, and provide to Bunge all test certificates, required by the specifications;

C. properly pack and protect the Goods to prevent damage during transit and upon delivery;

D. ensure that all packaging and protective coatings are safe and will not in any way affect the condition of the Goods;

E. ensure that all packaging, labelling and transport of the Goods complies with all Laws, and where applicable, with relevant New Zealand and other recognised standards;

F. ensure that the Goods (and each package of the Goods) are clearly addressed to the site and that each package is marked with the product description and quantity of the Goods contained in it;

G. enclose one copy of the packing list within each package of the Goods;

H. comply with any additional packing and marking requirements specified in the Purchase Order;

I. clearly state whether any Goods contain asbestos or other hazardous substances and, prior to delivery of any such Goods, provide Material safety data sheets in respect of such Goods in the form required by Bunge from time to time; and

J. on reasonable notice provide and procure for Bunge (and its Personnel) full access to all premises and locations to allow Bunge to inspect the Goods at any time prior to their delivery where reasonably necessary in order to protect Bunge's legitimate business interests;

7.3 Without limiting clause 7.1, where the Supplier is performing Services (non-commodity), the Supplier must:

A. supply and maintain, at its own cost, everything the Supplier needs to provide the Services (non-commodity) in accordance with this Agreement (including all Personnel and Goods);

B. ensure that its Personnel are suitably qualified and competent; and

C. ensure that it pays its Personnel on time.

8. INSURANCE

8.1 The Supplier must obtain and maintain such insurance against such risks, and on such terms, as a prudent supplier of the Goods and/or Services (non-commodity) would undertake in each case with solvent and reputable insurers.

9. WARRANTIES AND INDEMNITY

9.1 Without limiting any conditions or warranties implied by Law, and regardless of whether Bunge has accepted the Goods and/or Services (non-commodity), the Supplier represents and warrants to Bunge that:

A. it is the legal and beneficial owner of the Goods and has the right to sell the Goods free from all mortgages, security interest and PMSIs (as those terms are used in the PPSA), encumbrances, liens and other third party rights and claims;

B. the delivery of the Goods and/or the performance of the Services (non-commodity) comply with descriptions and specifications; are of merchantable quality, free from defects and fit for Bunge's intended purpose and comply with all relevant Laws; and

C. there are no Genetically Modified Organisms (GMO) in the Goods supplied and that no GMO has been used in connection with the Services (non-commodity) supplied.

9.2 Each party to this Agreement indemnifies the other party against all loss incurred by that other party (whatsoever and howsoever caused) arising from or in connection with any act or omission of the first party (or any Personnel of the first party) including in relation to damage to any property or injury or death to any person in connection with the performance of the party's obligations under this Agreement, except to the extent arising from the negligence of the other party or its Personnel.

10. DEFAULT

In addition to Bunge's other rights and remedies, Bunge may, by written notice to the Supplier, cancel any order with immediate effect if the Supplier:

A. becomes insolvent or a resolution is passed for the winding up of the Supplier;

B. fails to supply the Goods and/or Services (non-commodity) by the nominated delivery date;

C. commits a breach of these terms that is incapable of being remedied.

The Supplier may, by written notice to Bunge, cancel any order with immediate effect if Bunge:

A. becomes insolvent or a resolution is passed for the winding up of Bunge;

B. commits a breach of these terms that is incapable of being remedied.

10.1 Upon termination of this Agreement no party has further rights or obligations under this Agreement, except rights and obligations accruing prior to termination.

11. INTELLECTUAL PROPERTY

11.1 The Supplier is responsible for obtaining and maintaining all industrial and intellectual property rights in connection with the Goods (and any goods used in performing the Services (non-commodity)) and indemnifies Bunge and its Personnel against all loss from a claim by a third party that the Goods and/or Services (non-commodity) supplied, or the use of those Goods and/or Services (non-commodity) breaches any third party rights.

11.2 Except as required by Law, the Supplier must not (and must ensure that its Personnel does not) disclose any information about Bunge's technical and commercial operations without Bunge's prior written consent.

12. PERSONAL PROPERTIES SECURITIES ACT

12.1 The Supplier must not at any time register against Bunge under the PPSA a financing statement in relation to personal property supplied, or to be supplied, by the Supplier or otherwise relating to or in connection with the Services (non-commodity) or this Agreement, without the prior written consent of Bunge (which consent shall not be unreasonably withheld). A word or expression used in this clause which is defined in the PPSA has the same meaning in this clause, unless the context otherwise requires.

13. OTHER TERMS

13.1 The Supplier acknowledges that it has received, read, understood, is aware of and must at all times comply with the Bunge Policies. On the request of the Supplier, Bunge will provide a copy of the Bunge Policies. The Supplier agrees to take reasonable steps to ensure that its Personnel comply with the Bunge Policies.

13.2 The Supplier must not subcontract the performance of this Agreement without the prior written consent of Bunge. Despite Bunge consenting to a subcontract, any subcontract entered into by the Supplier with a subcontractor does not relieve the Supplier from any liability or obligation or limit any warranty given by the Supplier under this Agreement and does not create or impose any obligation or liability on Bunge.

13.3 A party to this Agreement will not have any liability to the other party for consequential loss.

13.4 No amendment to these terms is valid or binding unless made in writing and signed by all parties.

13.5 Nothing in this Agreement constitutes any relationship of employer and employee, principal and agent or partnership between Bunge and the Supplier.

13.6 A party to this Agreement must not assign the benefit of this Agreement or any rights under this Agreement without the consent in writing of the other party.

13.7 A waiver by a party to this Agreement of a breach of these terms is only effective if in writing and is not a waiver of any other breach.

13.8 Bunge may set-off or reduce any amount owed to the Supplier against any claim Bunge may have against the Supplier on any account.

13.9 The Supplier may set-off or reduce any amount owed to Bunge against any claim the Supplier may have against Bunge on any account.

13.10 This Agreement is governed by the laws of New Zealand.

14. DEFINITION AND INTERPRETATION

14.1 In these terms:

14.2 **Bunge** means Bunge New Zealand Limited (NZBN 9429039801180) and all of its "related companies" (as defined in Section 2 of the Companies Act 1993).

14.3 **Consequential loss** means any: special, indirect or consequential damage or loss; any economic loss in respect of a claim in tort; any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of reputation, damage to credit rating, loss of goodwill or wasted overheads whatsoever; or any loss in respect of any claim by any third party.

14.4 **Delivery date** means the date set out in the Purchase Order or otherwise ascertained under clause 3.1.

14.5 **Laws** include: any statute, regulation, subordinate legislation or common law (including the principles of equity) of the Relevant jurisdiction and any industry-specific codes of conduct or standards as applied from time to time.

14.6 **Loss** means liabilities, expenses, losses, claims, damages, and costs (on a solicitor and own client basis and whether incurred or awarded against that company) whether past, present, future or contingent.

14.7 **Site** means the location for performance of the Services (non-commodity) or for the delivery of the Goods as set out in a Purchase Order.

14.8 **Personnel** means in respect of a party, the employees, agents, invitees, consultants, permitted contractors and permitted subcontractors of the party (and includes their respective employees and agents).

14.9 **PPSA** means Personal Property Securities Act 1999.

14.10 **Relevant jurisdiction** means New Zealand.

14.11 **Bunge Policies** means Bunge Code of conduct and global anti-corruption policy located at www.bunge.com/nz/terms-conditions-policies or otherwise any other policy published, provided or notified by Bunge to the Supplier as at the date of this Agreement.

14.12 A provision of these terms must be read down to the extent necessary to be valid. If the Supplier comprises more than one person, each of those persons is jointly and severally liable under these terms. No rule of construction applies to the disadvantage of a party because that party put forward this document or any portion of it. References to "includes" or "including" or "for example" means without limitation. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.