

This document contains:

- A. Bidfood's Standard Terms and Conditions**
 - B. Bidclub Loyalty Program Terms and Conditions**
 - C. Direct Debit Terms and Conditions**
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A. Bidfood Standard Terms and Conditions

1. Definitions

In these terms and conditions:

1.1 "Business Customer" means the person, firm, company, partnership, trust or entity named on the Trade Account Application.

1.2 "Consumer Guarantees Act" means the Consumer Guarantees Act 1993.

1.3 "Goods" means all goods or work products which are supplied by the Supplier under any contract, agreement, arrangement, or understanding to the Business Customer.

1.4 "Intellectual Property" means any intellectual property or other property of a creative, branding, or innovative nature, including (as an example but without limitation) trademarks, designs, copyright, methods of business of manufacture, and confidential information.

1.5 "PPSA" means the Personal Property Securities Act 1999, and in these Terms, unless the contrary intention appears, the terms "at risk", "financing statement", "financing change statement", "proceeds", "security interest" and "verification statement" each have the meaning given to that term in the PPSA.

1.6 "Premises" means the physical address of the Business Customer noted on the Trade Account Application.

1.7 "Services" means all services which are supplied by the Supplier under any contract, agreement, arrangement, or understanding to the Business Customer.

1.8 "Supplier" means the Supplier named in the Trade Account Application and its successors and assigns.

1.9 "Terms" means these standard terms and conditions.

1.10 "Trade Account Application" means the application for a trade credit account between the Supplier and the Business Customer in relation to the supply of Goods and/or Services.

2. General

2.1 These Terms apply to all offers, quotations, and agreements entered into between the Supplier and the Business Customer for the supply of Goods and/or Services.

2.2 By submitting the Trade Account Application or placing an order for Goods and/or Services, the Business Customer shall be deemed to accept these Terms.

2.3 To the extent the Consumer Guarantees Act applies, nothing in these Terms limits the Business Customer's rights under the Consumer Guarantees Act unless it would be fair and reasonable to do so.

2.4 Goods are offered subject to availability. Where Goods are not available, the Supplier has no obligation to supply the Business Customer.

2.5 Reference to any legislation includes its successor or amendment legislation; and the singular includes the plural and vices versa.

2.6 Clauses 4, 5, 6, 9.2(d), 9.2(e) and 10 only apply where the Supplier has supplied Goods to the Business Customer under these Terms.

2.7 Clause 7 only applies where the Supplier has supplied Services to the Business Customer under these Terms.

3. Payment and price

3.1 Payment for Goods and/or Services shall be made by the Business Customer:

- a. On the Thursday of the week following the date of the Supplier's invoice, or such other time notified by the Supplier; and
- b. for the full amount stated on the Supplier's invoice (without any kind of deduction, counterclaim, or set-off) and in cleared funds; but
- c. immediately, where there has been a default under these Terms.

3.2 Where the full payment has not been received in accordance with this clause, the Business Customer agrees to pay interest to the Supplier on the amount owing on the due date at the rate of 2% per month, calculated on a daily basis, and shall accrue in the same manner until payment of the overdue amount and any interest is made in full. Where only part payment has been made, or any payment made where full payment has not been made for Goods and/or Services previously supplied, the Supplier may apply the payment received by the Business Customer towards any of the Goods and/or Services supplied at the Supplier's sole discretion.

3.3 Where the Supplier has supplied Goods to the Business Customer under these Terms, the Business Customer will pay to the Supplier on a full indemnity basis all costs and expenses (including costs on a solicitor and client basis) that the Supplier incurs in general administration, delivery of Goods, storage (where the Business Customer fails to take delivery), securing its position, PPSA matters in clauses 9 and 10, repossessing, and enforcing, or attempting to enforce any of the Supplier's rights under these Terms.

3.4 All prices are in New Zealand dollars and exclusive of goods and services tax and other government levies, unless otherwise stated, and the amount of goods and services tax shall be added to the price payable by the Business Customer.

3.5 Prices are only valid for the time stated on any quotation, website, or price list, or if no time is stated, the date of the quotation, price list, or search of website, and is subject to change without notice.

3.6 The Business Customer is liable for full payment of any order for Goods and/or Services subsequently cancelled by the Business Customer unless otherwise agreed in writing by the Supplier.

3.7 Any grant of credit by the Supplier to the Business Customer is at the Supplier's sole discretion, and can be cancelled at any time without notice to the Business Customer.

3.8 The supplier may at its sole discretion offset any amount that is due or may become due to the Business Customer against any amount due from the Business Customer.

4. Delivery and risk

4.1 The Supplier undertakes to use all reasonable endeavours to deliver the Goods within the time requested, but the time of delivery shall not be treated as a condition of sale. To the fullest extent permitted by law, and subject to clause 2.3 of these Terms, the Supplier:

- a. will not be liable in any way to the Business Customer or any other party for loss resulting from delay or failure to deliver the Goods; and
- b. reserves the right to deliver the Goods by instalments and each instalment shall be deemed to be a separate contract governed by these Terms.

4.2 Delivery shall occur when the Supplier (or a third party on instruction by the Supplier) hands possession or control of the Goods to the Business Customer (or a third party on instruction by the Business Customer) at which point the Goods shall be at the sole risk of the Business Customer. The Supplier shall not be liable for any damage to the Goods once risk has passed.

4.3 Subject to any returns policy expressly stated by the Supplier to the Business Customer, the Business Customer shall be deemed to have accepted the Goods unless the Business Customer notifies the Supplier of damage to the Goods within one (1) working day of delivery of the Goods to the Business Customer.

4.4 Insurance, assembly, configuration, and installation of the Goods is the sole responsibility of the Business Customer.

5. Insurance

5.1 For so long as any amounts are owing to the Supplier the Business Customer must insure and keep the Goods insured once risk has passed to the Business Customer for the full insurable value or such other amount or amounts and against such risks and contingencies and on such terms as the Supplier deems necessary.

5.2 The Business Customer must notify the Supplier of the happening of any event in relation to Goods which are insured. Where the Business Customer receives any insurance proceeds for the Goods, such proceeds shall be paid to the Supplier in reduction of amounts owing by the Business Customer to the Supplier.

6. Location and title

6.1 The Goods shall be held by the Business Customer at the Premises until the Goods have been sold in the ordinary course of the Business Customer's business. The Business Customer shall not remove the Goods, or allow the Goods to be removed from the Premises prior to sale without the prior written consent of the Supplier.

6.2 The Goods shall either be kept separate from other goods or labelled in such a way so that the Goods are easily identifiable as belonging to the Supplier. The Business Customer must keep accurate financial records in order to trace the proceeds of any sale or other disposition of the Goods until the Goods are fully paid for. The Supplier, or its agent(s), may on reasonable notice enter the Premises (or other premises to which the Business Customer has access and where the Goods are stored or where the Supplier reasonably believes the Goods are stored) at any time, and search for and inspect the Goods and/or the Business Customer's financial records relating to the Goods, without incurring any liability to the Business Customer or any person claiming through the Business Customer. The Business Customer may not revoke the permission granted in this clause.

6.3 Despite delivery of the Goods to the Business Customer, passing of risk, and possession of Goods by the Business Customer, title to the Goods is retained by the Supplier, and the Goods are held by the Business Customer as bailee only, until the Business Customer has paid the Supplier in full for all Goods in accordance with clause 3 of these Terms. Part payment of any amount for the Goods does not convey any part right, title, and interest in the Goods.

7. Services

7.1 The Supplier may suspend provision of the Services or refuse to provide Services at any time. The Supplier may also sub-contract the whole or any part of the Services.

7.2 The Business Customer must not:

- a. use the Services for any purpose not expressly permitted by the Supplier; or
- b. resupply the Services or otherwise make the Services available to any person, except with the Supplier's prior written consent in each instance.

7.3 Where the Supplier is supplying Services at the Premises the Business Customer must:

- a. ensure that it provides the Supplier with reasonable access to the Premises to enable the Supplier to provide the Services; and
- b. complies in all respects with the Health and Safety at Work Act 2015 (and any successive health and safety legislation).

8. Representations and warranties

8.1 The Business Customer represents and warrants that:

- a. all information provided in the Trade Account Application is true, correct, and complete;

b. the Customer is acquiring the Goods and Services for business purposes, and accordingly, subject to clause 2.3 of these Terms, to the fullest extent permitted by law and solely to the extent it is fair and reasonable to do so: the Consumer Guarantees Act 1993 does not apply to the supply of the Goods and/or Services; and

c. it will notify the Supplier of any change in ownership, control, status, or management of the Business Customer.

8.2 The above representations and warranties apply at the time of every supply of Goods and/or Services under these Terms.

8.3 Subject to clause 2.3 of these Terms, the only warranty given by the Supplier is the express warranty supplied to the Business Customer by the Supplier or the manufacturer of the Goods in respect of specified Goods. Any such warranty may include situations that void the warranty. All other terms, conditions, warranties and representations expressed or implied, whether by operation of law, statutory or otherwise are expressly excluded (except any which may not lawfully be excluded).

8.4 The Supplier's liability to the Business Customer under the Fair Trading Act 1986 is limited to the fullest extent permitted by law, The Business Customer agrees that it is fair and reasonable that the parties are bound by the provisions in these Terms.

8.5 Subject to any liability that cannot be excluded by law, and clause 2.3 of these Terms, the Supplier's total aggregate liability (whether in tort (including negligence), contract or otherwise) for any loss or damage or injury arising directly or indirectly from any defect in or non-compliance of any Goods, or any other breach of the Supplier's obligations shall be limited to the price paid by the Business Customer for the relevant Goods and/or Services.

8.6 To the fullest extent permitted by law, and subject to clause 2.3 of these Terms, the Supplier will not be liable for any loss of profits, loss of revenue, loss of savings or for any indirect, consequential, special, exemplary, or incidental damages suffered by the Business Customer as a result of these Terms, the Goods and/or the Services.

9. Default

9.1 The Business Customer acknowledges the following shall be deemed to be a default under these Terms:

a. if any amount payable by the Business Customer is overdue;

b. if the Business Customer fails to meet any obligation under, or there is a breach of any provision or warranty in these Terms, or if there is a breach of any obligation under any other contract or deed between the Business Customer and the Supplier;

c. if the Business Customer becomes or is likely to become insolvent or an arrangement or compromise is made with its creditors;

d. if a receiver, liquidator, administrator, or statutory manager (or any other similar official) is appointed to the Business Customer or the Business Customer is adjudicated bankrupt;

- e. an encumbrancer takes possession of any Goods or other collateral;
- f. if the Business Customer no longer carries on business or threatens to cease carrying on business; or
- g. if the Supplier has grounds to believe the Goods are at risk.

9.2 Following any default under these Terms, the Supplier (or its agent(s)) shall be entitled to do any or all of the following:

- a. refuse to supply any Goods and/or Services; and/or
- b. call up all amounts owing by the Business Customer to the Supplier as immediately due and payable; and/or
- c. immediately enforce the security interest created under these Terms; and/or
- d. cancel all or any part of any contract or contracts (including these Terms) with the Business Customer; and/or
- e. enter the Premises (or any other premises to which the Business Customer has access and where the Goods are stored or where the Supplier reasonably believes the Goods are stored) to recover any of the Goods (whether they are affixed, attached, or stored in any way) or enter any other premises where the Supplier believes the Goods are stored at any time and without notice and to use such force as required (the Business Customer irrevocably authorises and indemnifies the Supplier and any of its agents for this purpose and may not revoke the permission granted in this clause), and/or
- f. appoint any person or persons to be receiver of all or any of the Goods. A receiver has (in addition to the powers conferred by the Receiverships Act 1993, at law or otherwise and except to the extent expressly excluded by his or her terms of appointment) all the powers in relation to the Goods to do anything the Business Customer (or a person with absolute ownership of the Goods and carrying on the business for its own benefit) could do and to exercise such powers on such terms and conditions as the receiver thinks fit.

9.3 The enforcement, partial enforcement, waiver of rights, invalidity, or grant of time, of any of the Supplier's rights under these Terms shall not be deemed to be a waiver or invalidity of any other of the Supplier's rights under these Terms.

10. Personal Property Securities Act 1999 ("PPSA")

10.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

- a. These terms and conditions constitute a security agreement for the purposes of the PPSA; and
- b. The Customer grants to the Supplier a security interest over the Customers present and after acquired property.

- c. The security interest relates to all Goods previously supplied by the Supplier to the Customer (if any) and all Goods that will be supplied in the future by the Supplier to the Customer.

10.2 The Business Customer acknowledges that it has received value as at the date of the first delivery of Goods under these Terms and that nothing in these Terms is an agreement that a security interest created herein attaches at a later time than the time specified in section 40(1) of the PPSA.

10.3 Each security interest created under these Terms is a continuing security, notwithstanding any intermediate payments or settlements of accounts of anything else and is in addition to, and is not to be merged with, any other security or guarantee expressed or intended to be security for any other obligations owing by the Business Customer to the Supplier.

10.4 On the request of the Supplier, the Business Customer shall promptly execute any documents and do anything else required by the Supplier to give effect to these Terms and to ensure that the security interest created under these Terms constitutes and remains a first ranking perfected security interest over the Goods and their proceeds.

10.5 The Business Customer:

- a. shall not consent to or enter into any agreement which permits any supplier or other person to register a security interest in respect of the Goods or their proceeds subject to the Supplier's security interest, which ranks in priority to the Supplier's rights as first-ranking perfected security holder in the Goods and their proceeds;
- b. shall notify the Supplier in writing of a change of its name, address or contact at least 14 working days prior to the date on which the change of name becomes effective;
- c. shall provide any information the Supplier reasonably requires to complete a financing statement or a financing change statement; and
- d. waives any right to receive a copy of any verification statement, financing statement or financing change statement under the PPSA.

10.6 The Supplier is not required to marshal, enforce or apply under any security interest, guarantee or other entitlement held by the Supplier at any time or any money or property that the Supplier at any time holds or is entitled to receive.

10.7 The Business Customer agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms. The Business Customer agrees that it has none of the rights referred to in section 107(2)(a) to (i) of the PPSA.

10.8 The Business Customer agrees that its rights as debtor in sections 116, 120(2), 121, 127, 129 and 131 of the PPSA shall not apply to these Terms.

10.9 The Business Customer must not give to the Supplier a written demand, or allow any other person to give the Supplier a written demand, requiring the Supplier to register a financing change statement or lodge a change demand or allow any other person to lodge a

change demand, in each case in relation to a financing statement registered by the Supplier under the PPSA.

11. Intellectual property rights

11.1 The Supplier owns all Intellectual Property in relation to the Goods and/or Services, and the Business Customer shall not acquire any right, title or interest in the Supplier's Intellectual Property.

12. Miscellaneous

12.1 The Supplier shall be entitled to amend these Terms at its sole discretion upon 30 days' notice in writing to the Business Customer. Such amended terms shall apply to all orders placed by the Business Customer at the expiry of the 30 day notice period.

12.2 The Business Customer may not assign its rights under these Terms, the Trade Account Application, and any other document between the Business Customer and the Supplier without written consent of the Supplier. The Supplier may assign or transfer its rights and title under these Terms without consent of the Business Customer.

12.3 Where any provision of these Terms becomes illegal, invalid or unenforceable the remaining provisions of the Terms will be unaffected.

12.4 The parties are independent contractors, not employees, agents or representatives of each other. Neither party has the right to bind the other party or any other party to any agreement.

12.5 The Business Customer consents to receive notices given pursuant to these Terms and other communications from the Supplier electronically.

12.6 Neither party will be liable for any delay in meeting, or failure to meet, its obligations (other than an obligation to pay money) where such delay or failure is caused by any event outside its reasonable control (including any delay or failure caused by any act or omission of the other party). If a party is prevented from meeting its obligations due to circumstances beyond its reasonable control it shall notify the other party of those circumstances as soon as reasonably practicable and shall use its reasonable endeavours to minimise the effects of its inability to perform its obligations.

12.7 The Business Customer will inform the Supplier of any health and safety requirements, including hazards identified in accordance with the Health and Safety in Employment Act 1992, relating to the Business Customer's premises or delivery of goods ordered by the Business Customer.

12.8 These Terms shall be governed by and construed in accordance with the laws of New Zealand and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.

B. BIDCLUB TERMS AND CONDITIONS

BIDCLUB

Bidclub is exclusive to Bidfood New Zealand Limited customers. Bidfood New Zealand Ltd will be referred to in this document as (“Bidfood”). Providing you have an active trading account with Bidfood every time you order any of the products specified in the Bidclub brochure, you will receive points which you accumulate and exchange for rewards of your choice as shown on the Bidclub website. All points are awarded from order date. All goods must be paid for in accordance with your Bidfood Trading Terms in order to be eligible to claim points.

HOUSE OF TRAVEL VOUCHERS TM

House of Travel voucher purchases are processed within 5 working days and sent to the customers registered address shown on their redemption page – please ensure that your address is correct and up to date before putting through your redemption. All credit must be spent in store.

AUTHORITY

All rewards claimed by customers as per the official Bidclub claim process will be supplied to the registered claimant on the understanding that the person claiming the rewards is authorised to do so on behalf of the business whose purchases generated the points.

TAXATION

Bidfood, and its subsidiaries accept no liability in respect to any taxation liability (including fringe benefits tax) of Rewards from the redemption of rewards. All rewards are inclusive of GST where applicable. Rewards recipients should seek their own independent advice on any taxation implications that may arise from receiving Bidclub Rewards.

DISCLAIMER

Bidfood and/or its employees do not accept any liability with respect to loss, damage, death or injury, including consequential loss or damage arising from the supply of any Rewards or its subsequent redemption, or from the loss, theft or destruction of any rewards, except for any liability which cannot by law be excluded. Any rewards supplied will be subject to the terms and conditions applicable to each type of reward. Rewards are not redeemable for cash.

BIDFOOD ACCOUNT CLOSURE

When a Bidfood Account is closed, all valid Bidfood Bidclub Points will automatically expire. If so desired, please ensure you redeem all valid Bidfood Bidclub Points prior to the closure of your Bidfood Account.

PRIVACY

By entering this promotion, and unless Bidfood is advised by the qualifying customer, each qualifying customer consents to the information which they submit on their claim or registration form being entered into a database. Bidfood may use this information in any media for future promotional, marketing and publicity purpose without any further reference or payment or other compensation to the qualifying customer. Any request to access, update or correct any information should be directed to your local Bidfood Branch. Bidfood New Zealand may validate any changes to information made online by phone. All information shall be kept in accordance with the Privacy Act 1993.

EXCLUSION OR CANCELLATION

Bidfood reserve the right at their absolute discretion at any time to exclude any customer from inclusion in Bidclub or cancel the registration of any customer. Customers must hold an active trading account with Bidfood to earn points and claim rewards.

ENTIRE AGREEMENT

The terms and conditions constitute the entire agreement between Bidfood and the customer in respect to the Bidclub. Bidfood may in their absolute discretion and in the conduct of this program:

- Change, amend or vary these terms and conditions
- Cancel the programme in whole or in part
- Change, amend, vary or withdraw any reward or value of any points attached to any nominated Bidclub product
- Change, amend or vary any nominated Bidclub product as listed
- Exclude a customer from, or cancel a customer's registration and participation in Bidclub.

Should a customer at any time during the conduct and subsequent continuance of the programme (including the claim and redemption period) be in breach of their trading terms with Bidfood, Bidfood may then cancel the customer's registration and participation in the programme.

Bidfood will not be liable for any subsequent loss or damage suffered from a result of such a withdrawal or cancellation, variations or changes to the programme made by in accordance with these terms and conditions.

All decisions pertaining to any disputes arising from the conduct of Bidclub or the interpretation of the Terms and Conditions will be made by Bidfood whose decision will be final and binding on all customers and suppliers.

Employees and their immediate families; of Bidfood, Bidfood's Distributors, associated companies and agencies associated with this promotion are ineligible to enter.

BIDFOOD BP REWARD CARD TERMS AND CONDITIONS OF USE

Bidfood BP Reward Cards are issued by and remain the property of BP Oil New Zealand Limited (BP).

Bidfood BP Reward Cards are intended to operate as stored value cards and, once loaded, may be used to pay (or part pay) for eligible goods and services at participating BP Service Stations only (and only at such times as these BP Service Stations are able to receive payment by such cards). To be useable, a Bidfood BP Reward Card must be activated at www.Bidfood.co.nz, linked to your Bidclub Reward account, loaded with stored value (at the applicable conversion rates offered by Bidfood from time to time) via your Bidclub Reward account. The stored value balance on a Bidfood BP Reward Card from time to time can be checked at any participating BP Service Station. Individual amounts of stored value that you load are applied to the Bidfood BP Reward Card no more frequently than once per day (usually at 2am).

The minimum stored value that can be loaded initially to a Bidfood BP Reward Card is \$20. Increments of \$1 can be loaded thereafter. The Bidfood BP Reward Card can be loaded up to a maximum value of \$1,000.

Call 0800 4 BIDFOOD immediately if your card has been damaged, or is faulty, or is lost and Bidfood may issue you a new card. Once BP receives notification of any such damage, fault or loss BP will endeavour to cancel the affected card and transfer any stored value balance remaining at that point of cancellation to a new card which you have activated and linked to your Bidclub Reward account (as described above). Neither BP nor Bidfood will be responsible for any stored value misappropriated as a result of a lost or stolen card.

Stored value balances on Bidfood BP Reward Cards are not redeemable or transferrable for cash. You must not sell a Bidfood BP Reward Card. To the maximum extent permitted by law, BP will not have any responsibility or liability to you (including for any loss, damages or expenses) arising in any way in respect of your use of a Bidfood BP Reward Card, including (without limitation) any ability or inability, or entitlement or non-entitlement, to load stored value onto your Bidfood BP Reward Card or for any acts or omissions of Bidfood.

Stored value loaded on a Bidfood BP Reward Card expires 12 months after it is loaded and any unused balance on expiry is non-refundable. Bidfood BP Reward Cards expire 2 years after their last use.

BP and Bidfood reserves the right to amend or replace these terms and conditions. Any new or amended terms and conditions will be available on www.Bidfood.co.nz.

Information contained on Bidfood BP Reward Cards must not be copied or reproduced. Nothing in these terms and conditions is to be construed as limiting any rights (if any) you may have under the Consumer Guarantees Act 1993 (but to the extent you are using a Bidfood BP Reward Card for the purposes of a business, you agree that that Act does not apply).

By using a Bidfood BP Reward Card you agree to be bound by these terms and conditions and to the terms of BP's privacy policy from time to time – see: www.bp.com/en_nz/new-zealand/bp-privacy-statement.html. Call 0800 4 BIDFOOD for all customer queries. Refer to www.bp.co.nz for a full list of participating BP Service Stations.

C. Direct Debit Terms and Conditions

I authorise you to debit my account with the amounts of direct debit instructions received from Farmlands Co-Operative Society Limited ('the initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me. I agree that this authority is subject to:

- my bank's terms and conditions that relate to my account and
- the terms and conditions listed below.

SPECIFIC CONDITIONS:

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

I may ask my bank to reverse a direct debit up to 9 months after the date the initiator sent the first direct debit under the authority if I am not reasonably satisfied that the authority authorised my bank to debit my account with the amount of the direct debit.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit.

For a series of direct debits, the initiator is required to give a written notice of the amount and date of each direct debit, including the first direct debit in a series, of no less than 10 calendar days. The notice is to include:

- the dates of the debits, and
- the amount of each direct debit.

If the initiator proposes to change an amount or date of a direct debit specified in the series, the initiator is required to give you notice no less than 30 days before the change.

If the bank dishonours a direct debit but the initiator sends the direct debit a second time within 5 business days of the original direct debit, the initiator is not required to notify you a second time of the amount and date of the direct debit.