

GENERAL CONDITIONS OF PURCHASE OF PERNOD RICARD AUSTRALIA PTY LTD & PERNOD RICARD NEW ZEALAND LTD

1. General

In these terms, “Pernod Ricard Pacific” means Pernod Ricard New Zealand Ltd or Pernod Ricard Australia Pty Ltd (as specified in the purchase order) and “Supplier” means the person, firm or corporation supplying goods and/or services to Pernod Ricard Pacific (as specified in the purchase order).

These terms apply to all orders placed by Pernod Ricard Pacific. These terms include Pernod Ricard Pacific’s purchase order and any special conditions set out in the purchase order. Such special conditions (if any) prevail to the extent of any inconsistencies.

2. Acceptance

Acceptance of these terms by the Supplier occurs when the Supplier accepts the order in writing or supplies the goods and/or services (which ever occurs first).

Acceptance by the Supplier includes acceptance that these terms prevail over any contrary terms contained in the Supplier’s quotation, tender or other documentation (whether or not Pernod Ricard Pacific has rejected them).

3. Delivery

The Supplier must deliver the goods or supply the services to the site nominated by Pernod Ricard Pacific by the delivery date set out in the purchase order during normal business hours or at any other time agreed between the Supplier and Pernod Ricard Pacific. Time is of the essence with respect to delivery.

The Supplier must comply with (and the Supplier must also ensure that its agents and employees and contractors comply with) all reasonable directions given by Pernod Ricard Pacific in relation to access to Pernod Ricard Pacific’s premises.

4. Price and Payment

The prices for the goods and/or services (as set out in the purchase order) are fixed and cannot be varied without Pernod Ricard Pacific’s written consent.

Unless otherwise stated, prices include all applicable duties and taxes (including GST), delivery to the site nominated by Pernod Ricard Pacific, packing and crating but exclude insurance.

If the 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).

The Supplier must, at its cost, obtain all licences, permits and documentation necessary for and must comply with all laws and regulations governing the supply of the goods and/or services (including the importation, transport, and the sale of any goods and/or provision of any services supplied).

Risk and title in the goods supplied passes to Pernod Ricard Pacific upon delivery.

All goods and/or services delivered by the Supplier are subject to inspection by Pernod Ricard Pacific. Notwithstanding that title and risk may have passed, Pernod Ricard Pacific may reject goods and/or services supplied if they are unmerchantable, unfit for the purpose which is reasonably ascertainable having regard to the ordinary use of such goods and/or services, defective or not in accordance with any samples provided by the Supplier or specifications referred to in the purchase order. Inspection and any rejection must occur within a reasonable time of delivery. Goods may be rejected by Pernod Ricard Pacific where they are found to be defective after inspection and where such defect is of a nature that it was not apparent upon reasonable examination after delivery. Any goods rejected must be removed from Pernod Ricard Pacific’s premises at the Supplier’s cost.

Pernod Ricard Pacific’s general payment terms for goods and/or services supplied are:

- 30 days from the end of the month following the date of invoice for Pernod Ricard New Zealand Ltd; and
- 32 days from the end of the month following the date of invoice for Pernod Ricard Australia Pty Ltd.

These terms and conditions do not constitute a security agreement for the purposes of the Personal Property Security Act (NZ).

5. Warranties and Indemnity

Without limiting any conditions or warranties implied by law and irrespective of whether Pernod Ricard Pacific has accepted the goods and/or services, the Supplier represents and warrants to Pernod Ricard Pacific that:

- it has title to and the right to sell the goods;
- the goods and/or services will comply with all applicable descriptions and specifications;
- the goods and/or services will be of merchantable quality, free from defects, fit for the purpose which is reasonably ascertainable having regard to the ordinary use of such goods and/or services, and all services will be rendered with due skill and care;
- the goods and/or services will be of a safety standard that could be reasonably expected of such goods and/or services and will comply with all relevant Australian and/or New Zealand Standards (as published by Standards Australia and/or Standards New Zealand from time to time);
- there are no genetically modified organisms (GMO) in the goods supplied and that no GMO has been used in connection with the services supplied; and
- the sale of the goods covered by a purchase order will not infringe any patent, trademark, copyright, registered design or other intellectual property right of any person or entity.

The Supplier indemnifies Pernod Ricard Pacific (and its employees, agents and successors) from all claims, demands, costs, expenses and losses arising out of a breach of these terms by the Supplier or any wrongful or negligent act or omission of the Supplier or its agents or employees, except to the extent such claims, demands, costs, expenses, or losses arise as a direct result of any breach of these terms or any gross negligence or wilful misconduct by Pernod Ricard Winemakers.

6. Default

In addition to Pernod Ricard Pacific’s other rights and remedies, Pernod Ricard Pacific may cancel an order (by notice in writing to the Supplier) if:

- the Supplier becomes unable to pay its debts, becomes insolvent, an insolvent under administration or an externally administered body corporate as defined in the Corporations Act (Aust) or the Companies Act (NZ), or if an application is lodged or a resolution is passed for the winding up of the Supplier;
- the Supplier fails to supply the goods and/or services in full by the specified delivery date;
- the Supplier commits a breach of these terms which is incapable of remedy or, if the breach is capable of remedy, it is not remedied within 14 days of a written notice from Pernod Ricard Pacific to the Supplier requiring the breach to be remedied.

If Pernod Ricard Pacific cancels an order (except in case of the Supplier’s failure to supply the goods and/or services), Pernod Ricard Pacific will pay for goods properly delivered or services properly rendered (if any) up to the date of cancellation of the order, provided the goods and/or services comply with these terms.

7. Intellectual Property

The Supplier is responsible for obtaining and maintaining all industrial and intellectual property rights in connection with its supplies and indemnifies Pernod Ricard Pacific and its agents and employees against all claims, demands, costs, expenses and losses arising out of a claim by a third party that the goods and/or services supplied or the use of these goods by Pernod Ricard Pacific breaches that party’s industrial or intellectual property rights.

Except as required by law, the Supplier must not disclose and the Supplier must also ensure that its agents and employees do not disclose any information about

GENERAL CONDITIONS OF PURCHASE OF PERNOD RICARD AUSTRALIA PTY LTD & PERNOD RICARD NEW ZEALAND LTD

Pernod Ricard Pacific's technical and commercial operations without Pernod Ricard Pacific's prior written consent.

Pernod Ricard Pacific grants the Supplier a non-exclusive, royalty free licence to use and reproduce its trademarks, solely for the purpose of performing the Services and solely in the format approved by Pernod Ricard Pacific. Pernod Ricard Pacific may revoke such licence in its sole discretion at any time.

8. Other Conditions

All specifications, drawings, documents and any other confidential or business information furnished by Pernod Ricard Pacific relating to this order are confidential between Pernod Ricard Pacific and the Supplier and remain the property of Pernod Ricard Pacific.

An order may be sub-contracted (in whole or in part) by the Supplier without Pernod Ricard Pacific's consent, however, the Supplier remains liable for the supply of the goods and/or services in accordance with these terms. These terms and the supply of goods and/or services are governed by the laws of:

- New Zealand and the parties submit exclusively to the jurisdiction of the Courts of New Zealand in respect of any proceedings relating to these terms or the supply of the goods and/or services where the supply is made to Pernod Ricard New Zealand Ltd; and
- New South Wales and the parties submit exclusively to the jurisdiction of the Courts of New South Wales in respect of any proceedings relating to the terms or the supply of goods and or services where the supply is made to Pernod Ricard Australia Pty Ltd.

The Supplier must comply with all applicable laws when supplying goods and/or services, including but not limited to compliance with road transport and heavy vehicle mass and loading requirements where the Supplier arranges for the transport of goods.

A waiver by either party of a breach of these terms is only effective if in writing and does not constitute a waiver of any other breach.

A provision of these terms must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.

If the Supplier comprises more than one person, each of those persons is jointly and severally liable under these terms.

Either party may set-off or reduce any undisputed amount owed to the other party against any claim the first party may have against the other party.

These terms may only be varied in writing and signed by both parties.

9. Supplier Standards

The Supplier agrees to comply with the Pernod Ricard Supplier Standards (found at: <https://www.pernod-ricard.com/sites/default/files/inline-files/Pernod%20Ricard%20Supplier%20Standards.pdf>) as amended from time to time. Pernod Ricard Pacific will provide reasonable notice of any changes to the Supplier Standards.