



THAT'S AMORE CHEESE PTY LTD
A.B.N. 48 158 420 154
66 LATITUDE BLVD
THOMASTOWN VIC 3074
TEL: (03) 9463 4211 FAX: (03) 9463 4299

Parties to this Exclusive Milk Purchase Agreement

PURCHASER:

**That's Amore Cheese Pty Ltd,
66 Latitude Boulevard,
Thomastown VIC. 3074 Australia**

SELLER:

.....
.....
.....



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That's Amore Cheese Pty Limited - 1 Year Exclusive Milk Purchase Agreement

NOTES:

This That's Amore Cheese Milk Purchase Agreement is prepared according to the *Competition and Consumer (Industry Codes – Dairy) Regulations 2019* (Cth) (Dairy Code). The Dairy Code affects all agreements for the buying and selling of milk between farmers and processors. If any part of our Agreement is not allowed under the Dairy Code, that part is not binding.

You have rights and obligations under the Dairy Code. If you are unsure about anything in this Agreement, or the Dairy Code itself, please seek legal advice. If you have a question, you can also talk to us.

Key Information

Term	1 Year
Supply Type	Exclusive



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EXECUTION

EXECUTED by **THAT'S AMORE CHEESE PTY LIMITED ABN 48 158 420 154** in accordance with section 127 of the *Corporations Act 2001* (Cth) by being signed by the following officers:

Signature of director

Signature of director/company secretary

Name of director
(please print)

Name of director/company secretary
(please print)

Date: [insert]

EXECUTED by **[COMPANY NAME] ACN []** in accordance with section 127 of the *Corporations Act 2001* (Cth) by being signed by the following officers:

Signature of director

Signature of director/company secretary

Name of director (please print)

Name of director/company secretary
(please print)

Date: [insert]



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STANDARD EXCLUSIVE TERMS AND CONDITIONS

This exclusive MPA sets out the terms and conditions upon which you agree to supply Milk to us.

1. DEFINITIONS AND INTERPRETATION

In this MPA:

ABN means Australian Business Number;

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria;

Commencement Date means the commencement date specified in Schedule 1 (Key Terms);

Confidential Information means all information belonging or relating to a party to this MPA, whether oral, graphic, written or in any other form, that is not generally available to the public at the time of disclosure other than by reason of a breach of this MPA or that is in fact, or should reasonably be regarded as, confidential to the party to whom it belongs or relates;

Contaminated Milk means Reject Inferior Class Milk or Milk containing contaminants such as antibiotics, blood, high microbial counts, and agricultural or veterinary chemicals.

Dairy Code means the *Competition and Consumer (Industry Codes – Dairy) Regulations 2019* (Cth);

End Date means the end date of the agreement specified in Schedule 1 (Key Terms);

Exceptional Circumstances means circumstances that are:

- temporary; and
- involve an extraordinary event (including an emergency or change in market conditions) that:
 - occurs outside of Australia; and
 - has a highly significant effect on supply, demand or costs in the dairy industry; and
 - is not caused by decisions made by processors;

Exclusive Volume means all of the Milk, produced on the Farm (excluding any used for personal consumption);

Farm means the property from which you will supply Milk to us and from where we will collect the Milk, having the address set out in Schedule 1;

Force Majeure Event means any cause, matter or thing beyond the affected party's reasonable control, including, without limitation, strikes lockouts, labour disputes, acts of God or nature, acts of governments or their agencies, fire, flood, storm, riots, pandemic, power shortages or power failure, or disruption by war or sabotage;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Inferior Classes means the classes of Milk that do not meet the Quality Requirements as specified in clause 2 of Schedule 5.

Ombudsman means the Australian Small Business and Family Enterprise Ombudsman;

Milk means cow's milk produced at or for the Farm.

Monthly Minimum Price means the separate protein and butterfat minimum prices payable for Milk that meets our



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Quality Requirements by That's Amore Cheese for the relevant month in accordance with the schedule of Monthly Minimum Prices in Schedule 2;

MPA means this Milk Purchase Agreement;

Quality Requirements means the quality requirements for Milk specified in clause 1 of Schedule 5 of this MPA;

Reject Inferior Class means the class of Milk specified as such under heading 2 of Schedule 5.

Stop Charge means the \$75 fee payable by the Farmer to That's Amore Cheese for each collection of milk during the Supply Period of the Agreement;

Supply Period means the Supply Period specified in Schedule 1;

You, you and your mean the party identified as the Supplier.

2. SEVERABILITY

If any clause of this MPA is inconsistent with the Dairy Code or otherwise unenforceable and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire clause is to be severed from this MPA without affecting the validity or enforceability of the remaining provisions of this MPA.

3. TERM

The MPA is effective for the duration of the Supply Period, unless terminated earlier in accordance with its terms.

4. COOLING-OFF PERIOD

- (a) You may terminate this MPA with immediate effect without incurring any liability to us by giving us notice no later than 14 days after the day on which this MPA is entered into.
- (b) If this MPA is terminated during the cooling-off period, the terms of this MPA will apply to all Milk supplied by you to us up to and including the date on which the termination takes effect.

5. PURCHASING AND PAYMENTS OF THE MILK

- (a) You agree to sell Milk to us, and we agree to buy Milk from you, for the Supply Period in accordance with the terms and conditions of this MPA.
- (b) We will pay you at least the Monthly Minimum Price for Milk that you supply to us each month that meets the Quality Requirements.
- (c) We will pay you by electronic funds transfer to your nominated bank account (as verified by That's Amore Cheese) on the 15th day of the month following the month of supply. If the 15th day falls on a weekend or public holiday, payment will be made on the Business Day before the 15th.
- (d) For the avoidance of doubt, if this MPA is terminated before the end of the Supply Period, it will continue to apply to all Milk supplied by you to us up to and including the date on which the termination takes effect.



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(e) Any amounts payable by you including, but not limited to, fees specified under clause 15, including Stop Charges, Milk Quality Fees and levies, will be set off against payments we are required to make to you under clause 5(c) of this MPA.

(f) For the avoidance of doubt, we will not pay you for Reject Inferior Class Milk that is supplied to us by you.

6. EXCLUSIVE SUPPLY

(a) You will supply us with Milk on an exclusive basis, which means that you cannot supply Milk to another milk processor.

7. COMPLIANT OPERATION OF THE FARM

(a) You must operate the Farm in compliance with this MPA, all applicable laws, regulations, codes of practice and good industry practice for:

- (i) the production, storage and supply of milk;
- (ii) animal health, welfare and husbandry;
- (iii) environmental management and stewardship;
- (iv) work health and safety; and
- (v) milk quality.

(b) You must ensure that all Milk that you supply to us complies with all applicable laws, regulations and codes of practice.

8. COSTS OF OPERATION

You agree that you will, at your own cost, hold all necessary licences and approvals to operate the Farm and supply Milk to us.

9. QUALITY REQUIREMENTS

You must use best endeavors to ensure that the Milk meets the Quality Requirements specified in clause 1 of Schedule 5. Where Milk does not meet the Quality Requirements, we may still purchase Milk from you if Milk is of an Inferior Class other than the Reject Inferior Class.

10. FORECASTING & HERD NOTIFICATION REQUIREMENTS

10.1 Forecasting Requirements

- (a) By the 15th of each calendar month, you must provide us with a forecast of the quantity of Milk that you are expecting to provide us in the upcoming calendar month.
- (b) You must use best endeavors to ensure that the quantity of Milk that you provide is similar to the forecast you have provided under clause 10(a).
- (c) You must notify us, as soon as possible after realising that you will be providing a quantity of Milk that is more than 10% lower or greater than your forecast.

10.2 Herd Notification Requirements

- (a) You must provide us with at least three months' written notice if you are intending on increasing or decreasing, by more than 10%, the number of cows you have on your farm that will produce



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Milk that will be sold under this MPA.

11. COLLECTION

11.1 Responsibilities regarding collection

- (a) We will collect the Milk from the Farm daily, or each alternate day, during the Supply Period and charge you a Stop Charge of \$75 for each collection.
- (b) At the time of each collection:
 - (i) you will ensure that at least 400 litres of Milk are available for collection and provide safe unrestricted access for us or our representative to collect the Milk in accordance with our instructions to you; and
 - (ii) that collection must include the entire volume of Milk in each vat or silo, unless otherwise agreed in writing between us.
- (c) You will notify us of any circumstances that may impact our ability to safely collect the Milk.
- (d) Collection of Milk does not indicate that we accept that the Milk meets our quality Requirements.

11.2 Non-Collection

- (a) We will not be obliged to collect Milk from the Farm when it is not safe to do so, including in circumstances such as:
 - (i) adverse weather conditions;
 - (ii) road access issues, specifically a lack of adequate road access to the Farm; or
 - (iii) government authorities restricting access to the Farm for public health or safety reasons or the tanker being unable to access the Farm for any other reason.
- (b) We will also not be obliged to collect Milk from the Farm when the Milk is contaminated or unsuitable for collection.
- (c) We will not be liable to you for any loss suffered or incurred by you if and when we do not collect, or refuse to collect, Milk from the Farm in accordance with clause 11.2 of this MPA.

12. OWNERSHIP AND RISK

- (a) You warrant that you own the Milk free of any mortgage, charge or other security interest and that you have the right to supply and sell the Milk to us.
- (b) Ownership of and risk in the Milk transfers to us once the Milk has passed the tests referred to in clauses 13(a). For clarity, ownership of and risk in the Milk, does not pass to us and remains with you if we do not collect, or refuse to collect, the Milk under clause 11.2 of this MPA.

13. SAMPLING PROCEDURE, TESTING AND VOLUME ACCURACY



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- (a) On collection, our driver is expected to:
 - (i) conduct odour and visual inspections;
 - (ii) check the temperature of the milk; and
 - (iii) contact us if they have concerns that the milk temperature is not within our cooling requirements.
- (b) We will take samples on collection to test for antibiotics and pH using our own testing facilities.
- (c) We will also take two samples of Milk at the Farm during collection which will then be taken to a laboratory to test for:
 - (i) butterfat and protein composition; and
 - (ii) quality parameters such as somatic cells, bactoscan and thermoduric in accordance with Schedule 5.
- (d) We typically receive the results from the tests referred to in clause 13(c) of this MPA within four business days.
- (e) We will measure volume accuracy of the Milk you supply by:
 - (i) Reviewing your recording of the volume of milk contained in your VAT; and
 - (ii) Reviewing the recording referred to in clause 13(e)(i) against the flow meter on our, or our representatives, tanker.
- (f) We will provide you with:
 - (i) text messages informing you of the results from the tests specified in clause 13(c) as soon as practicable after receiving the results from the laboratory; and
 - (ii) a monthly report which compiles the reports referred to in clause 13(f)(i).

14. QUALITY AND QUANTITY OF MILK

14.1 Notice of non-compliance with Quality Requirements

If you have reason to believe at any time during the Supply Period that the Milk does not meet our Quality Requirements, then you must notify us as soon as you have reason to be concerned. We will elect not to collect the milk and we will not be liable to pay you for any Milk that is not collected.

14.2 Supply of contaminated Milk

- (a) If you supply Contaminated Milk, then:
 - (i) we may not pay you for that Contaminated Milk;
 - (ii) you may be held responsible for the total volume of Milk that we lose in the tanker or in our processing system where that Milk has been contaminated by Contaminated Milk that you supply; and
 - (iii) we may recover from you the costs of disposal of such



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Contaminated Milk and any other costs arising out of the contamination.

14.3 Rejection of Milk and suspension of collection

- (a) We may reject your Milk (before or after collection) if:
 - (i) the results from the tests referred to in clauses 13(a)-(c) show that your Milk falls within the Reject Inferior Class, as specified in clause 2 of Schedule 5; or
 - (ii) the Milk does not meet the quantity requirements specified in clause 11.1(b).
- (b) We may reject your Milk in circumstances where we have, acting reasonably, processed your Milk and included it in any of our products on the following conditions:
 - (i) The Milk referred to in clause 14.3(b) passed the tests our driver is required to complete on collection in accordance with clause 13(a);
 - (ii) The results from the tests referred to in clause 13(c) subsequently show that the Milk referred to in clause 14.3(b) falls within our Reject Inferior Class; and
 - (iii) We have followed industry standards in relation to hygiene in the manufacturing process.
- (c) If we reject your Milk under clause 14.3(a) or 14.3(b) on three consecutive occasions, we may suspend collection of your Milk, if we do, we will provide you, as soon as practicable, written notice of:
 - (i) the reasons for the rejection and suspension;
 - (ii) the consequences of the rejection and suspension and any associated costs for you to pay; and
 - (iii) any action plan we require you to implement before we resume collecting your Milk and to avoid future rejections or suspensions.
- (d) If we reject your Milk after collection, we may dispose of the Milk at our discretion with all costs reasonably incurred in the disposal of rejected Milk to be payable by you.
- (e) We will not be liable to pay you for Milk that we have rejected or refused to collect in accordance with this MPA, any Milk that is paid for before being rejected will be set-off in accordance with clause 5(e) of this MPA.

14.4 Other acts of non-compliance

- (a) If you do not comply with any other terms of this MPA (other than in relation to the Quality Requirements and the Quantity Requirements) then you must inform us as soon as practicable after you become aware of the non-compliance.
- (b) For all acts of non-compliance of which you inform us under clause 14.4(a) of this MPA or of which we become aware (excluding any acts of non-compliance in



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relation to the Quality Requirements and Quantity Requirements) we may:

- (i) provide you with notice to remedy the non-compliance within a reasonable time frame; and
- (ii) suspend collecting Milk from the Farm until such time as we are satisfied that you have remedied the non-compliance.

15. Fees payable by you

For the term of this MPA, you will be required to pay the following fees:

- (a) Fees for services we supply to you, including:
 - (i) a \$75 Stop Charge every time we collect Milk from you.
- (b) Quality Fees for Milk that does not meet the Quality Requirements on the following basis:
 - (i) a fee equal to the value of 2.5% of the price paid for Milk that falls within the Grade B Inferior Class, as specified in clause 2 of Schedule 5;
 - (ii) a fee equal to the value of 5.0% of the price paid for Milk that falls within the Grade C Inferior Class, as specified in clause 2 of Schedule 5; and
 - (iii) a fee equal to the value of 25% of the price paid for Milk that falls within the Grade D Inferior Class, as specified in clause 2 of Schedule 5.
 - (iv) a fee equal to the value of the price paid for Milk that falls within the Reject Inferior Class, as specified in clause 2 of Schedule 5.
- (c) The Levies and membership fees (excluding GST) applicable to all Milk under the *Primary Industries Levies and Charges Collection Act 2024* (Cth), the *Primary Industries Levies and Charges Collection Rules 2024* (Cth), the *Primary Industries (Excise) Levies Act 2024* (Cth) and any other applicable legislation.

16. Step Downs

- (a) We will not retrospectively Step-Down the Monthly Minimum Prices at any stage during the Supply Period;
- (b) We may prospectively step-down the Monthly Minimum Price in Exceptional Circumstances on the following conditions:
 - (i) the step-down is temporary and only lasts whilst the Exceptional Circumstances apply;
 - (ii) we have taken all reasonable steps to prevent or limit the impact of the Exceptional Circumstances, or there are no steps that we can take to prevent or limit the impact of the Exceptional Circumstances; and
 - (iii) the step-down is unavoidable as a result of the Exceptional Circumstances.
- (c) If we seek to make a prospective step-down of the Monthly Minimum Price in accordance with clause 16(b), no later than 30 days before the step down occurs, we must provide you and the ACCC with written notice of:
 - (i) the step-down;



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(ii) the Exceptional Circumstances and the reasonable steps (if any) we have taken or will take to try and limit the impact of the Exceptional Circumstances; and

(iii) an explanation of why the Exceptional Circumstances are unavoidable.

(d) Within 21 days of receiving a notice of the kind referred to in clause 16(c), you can:

(i) terminate the agreement; and

(ii) rescind any termination made under clause 16(d)(i) as long as you do so within 21 days of receiving a notice of the kind referred to in clause 16(c).

17. AUDITS

17.1 Right to audit

Where we have a reasonable suspicion that you are not complying with this MPA, and where we provide you with reasonable notice, we (or an independent third party that we appoint) may access and review any records and farm practices and procedures to determine whether you are complying with this MPA.

17.2 Non-compliance

If you are found not to be complying with this MPA, then we will provide you with written notice of this non-compliance and provide you with reasonable opportunity to remedy the concerns.

17.3 Audit costs

Costs of audits will be paid by us, however, if the audit shows that you have committed a material non-compliance with this MPA, you will be required to reimburse us for the reasonable costs of the audit.

18. GST

18.1 Definitions

In this MPA, the expressions "consideration", "GST", "input tax credit", "supplier", "supply", "tax invoice", "recipient", "recipient created tax invoice" and "taxable supply" have the meanings given to those expressions in the GST Act.

18.2 No GST

Unless otherwise set out, the parties confirm that any amount payable under this MPA is calculated without regard to GST.

18.3 Pay GST

If any goods or services supplied are taxable supplies, then on payment of any amount under this MPA, a party must also pay the other party any applicable GST.

18.4 Assisting in claiming GST

Each party must do everything reasonably necessary to assist the other to claim a GST input tax credit.

18.5 ABN

You must be registered for GST and must maintain the registration of your ABN throughout the Supply Period.



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18.6 Recipient created tax invoices

The parties agree that a separate recipient created tax invoice agreement shall be entered into between them. The parties agree that the supplier will not issue tax invoices and instead, the recipient shall issue recipient created tax invoices in line with the recipient created tax invoice agreement.

19. INDEMNITY

You indemnify us against any claims by third parties for death or injury to any person or loss or damage to any property caused by your negligence or breach of this MPA, except to the extent that we have contributed to the death, injury, loss or damage.

20. FORCE MAJEURE

20.1 Force Majeure Event

- (a) Where we are unable to collect Milk which is to be supplied to us due to a Force Majeure Event, risk in and ownership of the Milk remains with you and we have no obligation to pay for the supply of that Milk.
- (b) If a Force Majeure Event prevents us from collecting Milk which would otherwise be supplied to us, you may, for the term of the Force Majeure Event, supply your Milk to any other party.

21. RECORDS

The parties must keep originals or copies of this MPA and any notice or statement issued under this MPA or the Dairy Code, including notices of variation and termination for a period of six years after the End Date.

22. RESOLVING DISPUTES

22.1 Complaint handling procedure

If either party has a complaint about or in connection with this MPA (Complaint) then that Complaint must be dealt with in accordance with clauses 22.2 to 22.5 of this MPA or, if that fails, by mediation in accordance with clauses 22.6 to 22.12 of this MPA.

22.2 Notice details

If you are the complainant then you must provide written notice of the Complaint to us. If we are the complainant, we will provide you with written notice. The notice of complaint (Complaint Notice) must provide details of:

- (a) the nature of the Complaint;
- (b) that the complainant wants the Complaint to be dealt with in accordance with this complaint handling procedure; and
- (c) the outcomes that the complainant requires.

22.3 Response

The party receiving the Complaint Notice (respondent) must, within five Business Days after receiving the Complaint Notice, give a written acknowledgement (Acknowledgement) to the complainant stating:



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- (a) the Complaint Notice has been received; and
- (b) the steps to be taken to resolve the Complaint.

22.4 Procedure

- (a) Within 14 days after receipt of a Complaint Notice, the Complainant and the Respondent must meet to attempt to resolve the Complaint.
- (b) If, within 28 days of receipt of a Complaint Notice, the Complaint remains unresolved, the Complaint must be referred, at the request of either party, to a senior executive of ours (or their nominee) to meet with the complainant and the respondent to attempt to resolve the Complaint.
- (c) The Complainant may at any time withdraw the Complaint by notice in writing to the Respondent.

22.5 Unresolved Complaint

If, within 60 days after the Acknowledgement was given to the complainant, the Complaint remains unresolved, then either party may take action to have the Complaint resolved by mediation in accordance with clauses 22.6 to 22.12 of this MPA.

22.6 Mediation

- (a) The parties must request that the Ombudsman appoint a mediator for the dispute.
- (b) The Ombudsman:
 - (i) must appoint a mediator from the list kept by the Ombudsman under paragraph 5A(a) of the Dairy Code within 14 days after receiving the request under clause 22.6(a) of this MPA unless the Ombudsman is satisfied that the Complaint giving rise to the dispute:
 - 1. is frivolous or vexatious; or
 - 2. has previously been the subject of another mediation; and
 - (ii) must give the parties to the dispute, in writing, details of the mediator appointed.

22.7 Conduct of mediation

- (a) Subject to clause 22.7(b) of this MPA, the mediator must decide:
 - (i) how the mediation is to be conducted (for example, by telephone or in meetings);
 - (ii) the time and place for the mediation; and
 - (iii) the day the mediation commences for the purposes of this MPA.
- (b) The mediation must be conducted in Australia

22.8 Notice of commencement of mediation

Within 14 days after the mediation has commenced, the mediator must notify the Ombudsman, in writing, that the mediation has commenced and of the nature of the dispute.



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22.9 Attendance at mediation

- (a) Each party to the dispute must attend the mediation and attempt to resolve the dispute.
- (b) For the purposes of clause 22.9(a) of this MPA, a party is taken to attend a mediation to attempt to resolve a dispute if the party is represented at the mediation by a person who has authority to enter into an agreement to settle the dispute on behalf of the party.

22.10 Notice of successful mediation

If an agreement is reached in relation to the dispute, the mediator must, within 14 days after the agreement is reached:

- (a) set out, in writing, the terms of the agreement;
- (b) give a copy of the terms to each party to the dispute; and
- (c) notify the Ombudsman that an agreement has been reached.

The party who requested the mediation may, at any time, withdraw the Complaint that is the subject of the dispute by notice in writing to the other party to the dispute and the mediator.

22.11 Termination of mediation

- (a) The mediator conducting a mediation of a dispute in accordance with this MPA:
 - (i) may terminate the mediation at any time if the mediator is satisfied that a resolution of the dispute is not likely to occur; and
 - (ii) must terminate the mediation if the party who requested the mediation requests the mediator to do so.
- (b) If a dispute that is the subject of mediation in accordance with this MPA is not resolved within 30 days after the mediation commenced:
 - (i) the respondent to the mediation may ask the mediator to terminate the mediation; and
 - (ii) the mediator must do so.



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- (c) If the mediator terminates a mediation under clause 22.11(a) or (b) of this MPA, the mediator must issue a certificate stating:
 - (i) the names of the parties to the mediation;
 - (ii) the nature of the dispute that was the subject of the mediation;
 - (iii) that the mediation has been terminated; and
 - (iv) that the dispute has not been resolved.
- (d) The mediator must give a copy of the certificate to:
 - (i) the Ombudsman; and
 - (ii) each party to the dispute.

22.12 Costs of mediation

- (a) Each party to a dispute that was the subject of a mediation must pay half the costs (if any) of the mediation (being all reasonable costs associated with the conduct of the mediation), unless the parties to the mediation agree otherwise.
- (b) Each party to a dispute that was the subject of a mediation must pay that party's costs of attending the mediation, unless the parties agree otherwise.

22.13 Court proceedings

The parties must comply with this clause 22 before commencing court proceedings in relation to a Complaint or a dispute between the parties in relation to or arising under this MPA, except proceedings for urgent interlocutory or final relief. If a dispute is not resolved by mediation, then, either party may, if it wishes, commence court proceedings.

22.14 Interlocutory relief

Neither party is prevented from seeking an urgent injunction in relation to this MPA.

22.15 Ongoing obligations

Despite the existence of a Complaint or dispute between the parties arising out of or in relation to this MPA, each party must continue to comply with its obligations under this MPA.

23. TERMINATION

23.1 Grounds for immediate unilateral termination by you

You may immediately terminate this MPA by notice in writing to us, if we commit a material breach of this MPA.

23.2 Grounds for immediate unilateral termination by us

- (a) We may immediately terminate this MPA by notice in writing to you, if you commit a material breach of this MPA, which includes:



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- (i) a material breach of this MPA which is not remedied within 30 days after receiving written notice from us requiring you to do so;
- (ii) a material breach of the Quality Requirements, which includes collection being suspended on three occasions during the Supply Period under clause 14.3(c) of this MPA;
- (iii) a material breach of the Quantity Requirements;
- (iv) a material breach of applicable State or Federal legislation.

23.3 Process for termination

- (a) If a party terminates this MPA under clause 23.1 or 23.2, then that party will provide the other party, as soon as practicable, with written notice of:
 - (i) the termination;
 - (ii) the reasons for the termination; and
 - (iii) the day the termination takes effect.

23.4 Mutual termination

The parties may terminate this MPA by written mutual consent. We will not unreasonably withhold our consent.

23.5 No loss of rights

Termination or expiry of this MPA will not prejudice any right of action or remedy which may have accrued to either party.

24. GENERAL

24.1 Nature of obligations

- (a) Any provision in this MPA which binds more than one person binds all of those persons jointly and each of them severally.
- (b) Each obligation imposed on a party by this MPA in favour of another is a separate obligation.

24.2 Entire terms and conditions

This MPA contains the entire agreement between the parties for your supply of Milk to us. Any other prior understandings, representations, warranties or undertakings of any kind made by or on behalf of either party in relation to the subject matter of this MPA are of no effect.

24.3 No waiver

A party's failure to or delay in exercising a right under this MPA does not operate as a waiver of that right. A waiver is not effective unless it is in writing.



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24.4 Severability

If any provision of this MPA is unenforceable, illegal or void or makes the MPA (or part of it) illegal or void, then the provision is severed and the rest of this MPA remains in force.

24.5 No assignment

- (a) You cannot assign or otherwise transfer the benefit of this MPA, without our prior written approval (which cannot be unreasonably withheld)
- (b) If we agree to you assigning or transferring the benefit of this MPA to a third party, we may require you to novate this MPA to the assignee from the date of transfer.

24.6 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this MPA.

24.7 Governing law and jurisdiction

This MPA is governed by and must be construed in accordance with the laws in force in the State in which the Farm is operated.

24.8 No agency, joint venture or partnership

It is understood and agreed that the only relationship between the parties is that of independent contractors and that no agency, joint venture, employment relationship or partnership is created by the parties.

24.9 Variation

- (a) Mutual variation

This MPA may only be varied by the parties agreeing in writing to such variation, subject to clause 24.9(b) of this MPA. No variation can be made if it would contravene the Dairy Code.

- (b) Variation by us

We may unilaterally vary this MPA where there is a change in a Commonwealth, State or Territory law:

- (i) to the extent necessary to comply with the changed law; and
- (ii) without reducing the Minimum Monthly Price.

If we unilaterally vary this MPA, we will provide you with a written copy of the variation as soon as practicable, in addition to written notice of:

- (i) the reasons for the variation; and



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(ii) the day the variation takes effect.

(c) Variation which increases Minimum Price

We will notify you of any proposed increase to the Minimum Monthly Price and at the same time advise you how you can agree or disagree to that price increase.

(d) Variation by you

You are unable to unilaterally vary this MPA.

(e) Unlawful Variation

Any variation that has the effect of making this MPA non-compliant with the Dairy Code is not permitted and will be severable to the remainder of this MPA.

24.10 Confidentiality

If either party provides the other party (Receiving Party) with Confidential Information then the Receiving Party must not disclose that Confidential Information unless it is:

- (a) to obtain legal, financial or other business advice;
- (b) already publicly known;
- (c) required by law, regulation or direction of an authority to be disclosed;

You must not disclose the terms of this MPA or Confidential Information (including commercial information) relating to this MPA without our prior written consent.

24.11 Privacy

We will hold your personal information in accordance with the Privacy Policy.

24.12 Notices

- (a) Any notice or other communication required to be given under or in connection with this MPA can be delivered by addressing that notice to the other party at its address set out in this MPA and serving the notice at that address.
- (b) Notice may be delivered by hand, post or by email with service deemed to have occurred as follows:

Delivery Method	Notice Given
Hand	If before 4pm local time in the place of delivery, the notice will be taken to be delivered the day of delivery.
Post	5 th Business Day in the place of delivery after the notice is posted.
Email	A notice may be sent in electronic form and will be deemed given and received on the first day on which it could have been read by the addressee. But if the notice is received after 5pm on a Business Day, or a day that is not a Business Day, then the notice is taken to have been received on the next Business Day.

24.13 Trustees

- (a) Unless you have told us that you are the trustee of a trust, you warrant that you



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are entering into this MPA in your own capacity.

- (b) If you have told us you are entering into the MPA as a trustee, you are entering into this MPA on your own behalf and on behalf of the trust and you warrant to us that you:
- (i) have entered this MPA for the trust's benefit and purpose and have arranged any required approvals for the trust's property to be bound to this MPA;
 - (ii) have the power under the trust deed to enter into this MPA, to fulfil your obligations under this MPA, and to use the assets of the trust to pay any amount required in connection with this MPA; and
 - (iii) acknowledge and agree that we are entering into this MPA on the basis that each of the warranties in this clause 24.13 of this MPA are true and correct and will remain true and correct throughout the term of this MPA.

24.14 Execution

- (a) This MPA may be executed in any number of counterparts, each executed by one or more parties.
- (b) This MPA may be executed electronically by any party, or all parties, using an Approved Platform or by returning a fully signed copy of this MPA to us at the address set out in Schedule 1 by way of registered mail. Any electronic copy of this document so signed will constitute an executed original counterpart. Any hard copy of this document so signed and returned to us will constitute an executed original counterpart.
- (c) All counterparts together will be taken to constitute one MPA.
- (d) This MPA will be deemed to have been validly entered into and will be final and binding once all parties have signed even if one or more parties sign electronically using an Approved Platform.
- (e) Each party who signs this MPA using the Approved Platform is bound by, has complied with and will comply with any terms and conditions of the Approved Platform, in relation to the execution of this document.
- (f) This clause 24.14 does not limit the ways the party may execute this document.



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MILK PURCHASE AGREEMENT

SCHEDULE 1 – KEY TERMS

DAIRY FARMER

Business Entity:	ACN/ABN:
Business Name:	
Address:	Contact Name:
Telephone:	E-Mail:
If Sharefarmer arrangement in place the payment arrangement to the sharefarmer %	

SHAREFARMER (if applicable)

Business Entity:	ACN/ABN:
Business Name:	
Address:	Contact Name:
Telephone:	E-Mail:
If Sharefarmer arrangement in place the payment arrangement to the sharefarmer %	

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THAT'S AMORE CHEESE

Name: GIORGIO LINGUANTI	ACN/ABN: 48 158 420 154
Address: 66 Latitude Boulevard Thomastown VIC. 3074 Australia	Contact Name/Title GIORGIO LINGUANTI MANAGING DIRECTOR
Telephone: +61 (3) 9463 4200	E-Mail: Giorgio@thatsamorecheese.com.au

Supply Period:	The Supply Period is from [insert] until [insert]
Milk Collection Start Date:	[insert]
Milk Collection End Date:	[insert]
Exclusive Volume Milk Price:	As per Schedule 2 of this Agreement
Milk Quality:	As per Schedule 5 of this Agreement
Pick Up Intervals:	Daily or Skip a Day (as required)
Payment Intervals:	Monthly
Payment Terms:	By the 15 th day after the end of each month or the day before if the 15 th falls on a week end or Public Holiday
Farm Address:	
Dairy Licence #	
Collection Instructions (if any)	Nil
Farm Number	

Dairy Produce Levy (GST not applicable)	Applicable to all milk and Deducted at each billing at the rate stipulated by the Department of Agriculture
State Based Levy (GST not applicable)	Applicable to all milk and Deducted at each billing at the rate stipulated by Dairy Food Safety Victoria



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MILK PURCHASE AGREEMENT

SCHEDULE 3 - MINIMUM PRICE STATEMENT

The Minimum Price Statement below is provided pursuant to Section 14 of the Dairy Code.

In setting the Price, That's Amore Cheese has considered the following:

- That's Amore Cheese's volume requirements (and capacity) for Milk and/or its components (such as cream).
- The components and quality of the Milk supplied by the Farmer, as determined by a separately listed protein and butterfat price (i.e. the overall price will be impacted by the level of butterfat or protein in the Farmers Milk).
- Consideration of the seasonal fluctuations in Milk production relative to That's Amore Cheese demand for Milk.
- Geographic location of the Milk being supplied to the That's Amore Cheese processing plant and the associated transport costs.
- Farm inputs and costs of producing the Milk.
- Volume of Milk at each collection.
- Quality Fees we are entitled to charge in accordance with clause 15 of this Agreement.
- The level of consumer demand in all potential finished product markets including export markets.
- That's Amore Cheese's preference for longer term pricing strategies, to minimise short term fluctuations and attempt to provide Farmers with stable, predictable pricing over the long term.



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SCHEDULE 4 - SPECIFICATIONS

In addition to the Specifications below, all Milk supplied must comply with the requirements of the FSANZ Food Standards Code (ref 4.2.4).

COMPONENT	STANDARD	Test Methodology	Testing Regime
Butterfat	Target Butterfat Content >3.9% m/v Minimum Butterfat Content >3.5%. This range allows for seasonal variation. Control limit >3.2% on single delivery	Test Methodology based on appropriate International Standard calibrated by Australian Standards.	Each Collection Tested
Protein	Target Protein Content 3.25% m/v Control limit is >3.05% on any single delivery	Test Methodology based on appropriate International Standard calibrated by Australian Standards.	Each Collection Tested
Somatic Cell Count (SCC) SCC is and indicator of the quality of milk. The number of somatic cells increases in response to pathogenic bacteria a potential cause of mastitis.	Target <250,000 count/ml Control limit ≥400,000 Milk quality Fees may apply.	Test Methodology based on appropriate International Standard calibrated by Australian Standards.	Each Collection Tested
Bactoscan (Bacto) Tests for overall farm hygiene program.	Target <80,000 bacteria/ml Control limit ≥125,000 Milk quality Fees may apply.	Bactoscan Test Methodology based on appropriate International Standard calibrated by Australian Standards.	Test Conducted Weekly
Thermoturic	Test for particular Bacteria that are heat tolerant. Target <2000 cfu/ml Control limit <5000 cfu/ml	Test Methodology based on appropriate International Standard calibrated by Australian Standards.	Test conducted Weekly
Temperature	Milk being collected should be 4°C or less Milk will not be collected above 4°C unless agreed.	Milk Collection Tanker calibrated by Australian Standards method.	Check at each collection
Freezing Point	Test to detect added water. Freezing point must be not greater than -0.51°C.	Test Methodology based on appropriate International Standard	Random checks will be conducted.



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		calibrated by Australian Standards.	
Antibiotics	<p>Clear of antibiotics (<0.003 ug/ml)</p> <p>If the farmer suspects Milk from a cow that has been treated with antibiotics and has been milked into the vat, please contact your That's Amore Cheese representative to arrange an antibiotic test <u>before</u> collection.</p>	Snap Beta Lactam St Test or equivalent Australian approved antibiotic test.	Antibiotic tests will be conducted on each tanker before delivery to our plant.
Ph	<p>Target 6.65</p> <p>Control limit <6.6 and >6.75</p>	Ph test	Daily delivery checks
Acidity	<p>Target <0.12%</p> <p>Control Limit <0.14%</p>	Titrateable acidity test method	Daily delivery checks
Blood in Milk	No blood in Milk	Visual check	Each collection
Sour Milk	Clear	Sensory Check	Each collection
Extraneous Matter (Sediment)	Clear	Sediment disc test	Random checks will be conducted
Colostrum	Clear – Colostrum should be withheld from milk supply for at least 96 hours after calving.		Sensory and random checks will be conducted
Other Inhibitory Substances	Milk Must be clear of foreign matter, unacceptable odours and/or taints	Sensory	Daily checks.



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MILK PURCHASE AGREEMENT

SCHEDULE 5 – MILK QUALITY

1. Quality Requirements

The Quality Requirements are specified in the table below. Milk that meets these Quality Requirements will not incur a Milk Quality Fee payable by you.

Quality Test	Quality Requirements
Antibiotic and Other Inhibitory Substances	Not Detected
pH	6-7
Sensory	Pass
Somatic Cell (count/ml)	<250, 000
Bactoscan (bacteria/ml)	≤80,000
Thermoturic	≤2,000
Milk Quality Fee	N/A

2. Inferior Classes

Any Milk that does not meet the Quality Requirements will fall into one of the Inferior Classes specified in the table below and will incur a Milk Quality Fee payable by you, except for Reject Inferior Class Milk which will be dealt with in accordance with clauses 14.3(d)-(e).

QUALITY TEST	INFERIOR CLASS: GRADE B	INFERIOR CLASS: GRADE C	INFERIOR CLASS: GRADE D	REJECT INFERIOR CLASS
Antibiotic and Other Inhibitory Substances	Not Detected			Present
pH	6-7			<6 >7
Sensory	Pass			Fail
Somatic Cell (count/ml)	250,000 - 300,000	300,001 - 350,000	350,001 - 400,000	>400,000
Bactoscan (bacteria/ml) ¹	80,001 - 125,000	125,001 – 155, 000	155, 001 – 180, 000	>180,000
Thermoturic ²	2001-3000	3001- 4000	4001 - 5000	>5000
	2.5% fee in accordance with clause 15(b)(i).	5% fee in accordance with clause 15(b)(ii).	25% fee in accordance with clause 15.3(b)(iii).	100% fee in accordance with clause 15.3(b)(iv).

Notes

- (1) Start by testing daily until three consecutive results are received below 125,000 cfu/ml, then testing can be conducted weekly.
- (2) Start by testing daily until three consecutive results are received below 2,000 cfu/ml, then testing can be conducted weekly.