

KIWICOLD LOGISTICS TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Structure of documents

These Terms and Conditions apply to, and form part of, every agreement under which Kiwicold Logistics Limited (KCL) provides services to a customer, including any agreement incorporating these Terms and Conditions by reference (together, the Contract).

1.2 Defined relationship between documents

For the purposes of the Contract:

- (a) Agreement means the customer-specific services agreement executed between KCL and the Customer (including its schedules);
- (b) Terms and Conditions means these terms and conditions published on KCL's website (as amended from time to time); and
- (c) Contract means the Agreement together with the Terms and Conditions.

1.3 Relationship with Agreement

Where the services are governed by a separately executed agreement, letter of engagement, or service schedule (each an Agreement), these Terms and Conditions are incorporated into that Agreement and apply to the extent not expressly varied or overridden by the Agreement.

1.4 Order of precedence

If there is any inconsistency, conflict, or ambiguity between an Agreement and these Terms and Conditions, the provisions of the Agreement prevail to the extent of that inconsistency.

1.5 Application of definitions

Unless the context otherwise requires:

- (a) terms defined in an Agreement apply to both the Agreement and these Terms and Conditions;
- (b) terms defined in these Terms and Conditions apply to both documents; and
- (c) where a term is defined in both documents, the definition in the Agreement prevails.

1.6 Variant definitions

Certain terms in these Terms and Conditions have variant definitions that apply depending on the nature of the services, the mode of delivery,

the location of services, or the applicable operational context. Those variant definitions are incorporated by reference and apply consistently across the Contract where relevant.

1.7 Interpretation principles

Unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute includes all amendments, re-enactments, and subordinate legislation;
- (d) "including" and similar expressions are not words of limitation;
- (e) references to a party include its successors and permitted assigns; and
- (f) references to "writing" include email and electronic communications.

2. DEFINITIONS

2.1 In these Terms and Conditions, unless the context otherwise requires:

Commencement Date means the date specified in clause 3.1 of the Agreement.

Termination Date means the date specified in clause 3.1 of the Agreement.

Services means the cold chain logistics services described in Schedule 1.

Terms and Conditions means the terms and conditions published on KCL's website (as amended from time to time) that are incorporated into the Agreement.

Business Day means a day other than a Saturday, Sunday, or public holiday in Auckland, New Zealand.

Possession means, in relation to any Stock, the physical custody or control of that Stock by KCL or any of its employees, contractors, agents, or subcontractors other than a third-party carrier engaged directly by the Customer, and includes possession for the purposes of storage, handling, picking, packing, staging, or loading in connection with the Services. For the avoidance of doubt, KCL is not in Possession of Stock at any time after custody has passed to a carrier

contracted directly by the Customer, notwithstanding that KCL may provide operational instructions, delivery information, or coordination to such carrier.

Minimum Wage means the adult minimum hourly wage rate prescribed under the Minimum Wage Act 1983 (NZ), measured by reference to the percentage increase between the rate in effect immediately prior to the relevant 1 April adjustment date and the rate in effect on that date.

CPI means the Consumers Price Index (All Groups) for New Zealand as published by Stats NZ, or any successor index that replaces it, measured by reference to the percentage change between the most recently published CPI figure available immediately prior to the relevant 1 April adjustment date and the CPI figure published for the corresponding period twelve (12) months earlier.

Relief Event means any event or circumstance that prevents, delays, or materially impacts KCL's ability to perform the Services or meet any KPI or service level, where the event is not primarily caused by KCL, including any Customer non-compliance (including Schedule 2), inaccurate or late Customer information or instructions, volume variations outside agreed forecasts or cut-off times, third-party delays (including carriers engaged directly by the Customer), or any Force Majeure Event or event outside KCL's reasonable control.

Site means any warehouse, yard, facility, or premises operated or controlled by KCL from which the Services are provided.

3. REVIEW PROCESS

3.1 The charges payable under this Agreement are subject to automatic annual adjustment with effect from 1 April in each year.

3.2 With effect from each 1 April, KCL may increase the charges by a percentage equal to the higher of:

- (a) the percentage increase in CPI; and
- (b) the percentage increase in the Minimum Wage,

for the relevant adjustment period.

3.3 In addition to the annual adjustment under clause 3.2, where KCL incurs an increase in costs from a subcontractor or supplier in respect of a specific service or cost component, KCL may pass through that increase only to the affected service or cost component, and not as a blanket increase across all charges.

3.4 Any pass-through under clause 3.3:

- (a) must reflect only the percentage increase applied by the relevant subcontractor or supplier;
- (b) will be supported by written evidence from that subcontractor or supplier confirming the applicable percentage uplift;
- (c) will take effect from the date the increased cost applies to KCL (or such later date as KCL specifies); and
- (d) does not require agreement, consent, or acceptance by the Customer.

3.5 KCL will use reasonable endeavours to provide the Customer with written notice of any pricing adjustment under this clause. Failure to provide advance notice does not affect KCL's entitlement to implement the adjustment from its effective date.

3.6 Any pricing adjustment made in accordance with this clause is binding on the Customer and does not give rise to any right of termination, suspension, set-off, or dispute solely by reason of the adjustment.

4. PAYMENT

4.1 The Customer must pay all charges invoiced by KCL in accordance with this Agreement within seven (7) days of the invoice date, in full and without set-off or deduction, except as expressly permitted under this clause. Time is of the essence in respect of all payments.

4.2 KCL may issue tax invoices monthly or at such other intervals as KCL reasonably determines, and an invoice may include all charges incurred during the relevant billing period.

4.3 Each invoice must be paid by the Customer on or before the due date specified in clause 4.1,

regardless of whether the Customer has received payment from any third party.

4.4 The Customer may withhold payment only of amounts that are genuinely disputed in good faith, provided that the Customer notifies KCL in writing of the dispute, with reasonable detail, within five (5) Business Days of the invoice date, continues to pay all undisputed amounts in accordance with this Agreement, and uses its best endeavours to resolve the dispute in accordance with the dispute resolution provisions of this Agreement. If a purported dispute is determined not to be genuine, the Customer must immediately pay the withheld amount together with interest calculated in accordance with clause 4.5.

4.5 If the Customer fails to pay any amount by the due date, KCL may, without prejudice to any other rights or remedies, charge interest on the overdue amount at the rate of fifteen percent (15%) per annum, calculated daily from the due date until payment is received in full.

4.6 If any amount remains unpaid for more than fourteen (14) days after the due date, KCL may, in its sole discretion, withhold or suspend the Services (in whole or in part) until payment is made in full, and any such suspension will not be taken into account for the purposes of measuring KCL's performance or service levels, and/or terminate this Agreement by written notice to the Customer, and/or exercise any other rights available to it at law or in equity.

4.7 Any acceptance by KCL of late payment does not constitute a waiver of KCL's rights under this Agreement.

5. TITLE TO CARGO

5.1 Title to, and ownership of, all Stock remains vested in the Customer at all times and nothing in this Agreement operates to transfer title to KCL.

5.2 Notwithstanding clause 5.1, while any Stock is in the possession of KCL, KCL has, to the fullest extent permitted by law:

(a) a general and particular lien over the Stock; and

(b) a security interest in the Stock, as security for the payment of all amounts owing by the Customer to KCL under or in connection with this Agreement (whether present or future, actual or contingent).

5.3 The lien and security interest granted under clause 5.2 attach upon KCL first obtaining Possession of the Stock and continue until all amounts owing to KCL have been paid in full, notwithstanding any intervening handover, suspension of Services, or termination of this Agreement.

5.4 For the avoidance of doubt, KCL's lien and security interest apply only while the Stock is in KCL's Possession and do not extend to Stock once custody has passed to a third-party carrier engaged directly by the Customer, notwithstanding that KCL may provide operational instructions, delivery information, routing, or coordination to such carrier.

5.5 The Customer acknowledges and agrees that KCL's provision of instructions or coordination to any carrier engaged directly by the Customer does not constitute possession, custody, control, bailment, agency, or responsibility for the Stock during carriage.

5.6 The Customer is not granted any licence or right to enter any site, warehouse, or premises operated or controlled by KCL (whether directly or by its employees, contractors, or agents) except with KCL's prior written consent, which will not be unreasonably withheld. KCL may impose reasonable conditions on any such access, including health, safety, and operational requirements.

5.7 The Customer must not do, or permit anything to be done, which may prejudice or impair KCL's lien or security interest under this clause, and must take all reasonable steps requested by KCL to enable KCL to protect or enforce its rights.

6. INSOLVENCY / CHANGE OF CONTROL

6.1 If the Customer:

(a) becomes insolvent, is unable to pay its debts as they fall due, or enters into any arrangement or composition with its creditors;

(b) has a receiver, receiver and manager, administrator, liquidator, or statutory manager appointed in respect of any of its assets;

(c) enters liquidation, voluntary administration, or ceases, or threatens to cease, carrying on all or a substantial part of its business;

(d) undergoes a change of control (whether directly or indirectly); or

(e) in KCL's reasonable opinion, experiences material financial distress or circumstances giving rise to a real risk of non-payment,

6.2 then, without limiting any other rights or remedies available to KCL and notwithstanding any other provision of this Agreement, KCL may immediately, in its sole discretion and without prior notice to the Customer:

(a) suspend or withhold the Services (in whole or in part);

(b) require immediate payment of all outstanding amounts, whether invoiced or not (including accelerated charges);

(c) require prepayment or such other payment security as KCL may reasonably require as a condition of continuing the Services;

(d) enforce any lien, security interest, or other rights KCL has in respect of the Stock; and/or

(e) terminate this Agreement by written notice to the Customer.

6.3 Any suspension or withholding of Services under this clause will not constitute a breach of this Agreement and will not be taken into account for the purposes of measuring KCL's performance or service levels.

6.4 The exercise of KCL's rights under this clause does not relieve the Customer of its payment obligations and is without prejudice to any other rights or remedies available to KCL at law or in equity.

7. INSURANCE

7.1 The Customer is solely responsible for determining, effecting, and maintaining such insurance in respect of the Stock as the

Customer considers appropriate, having regard to the nature, value, and risk profile of the Stock, and as if the Stock were stored, handled, and managed within the Customer's own warehouse or premises.

7.2 The Customer acknowledges and agrees that all risk in relation to the adequacy, scope, terms, and response of any insurance in respect of the Stock rests entirely with the Customer, and that KCL has no obligation to advise on, assess, recommend, or ensure the adequacy of such insurance.

7.3 KCL does not insure the Stock, has no insurable interest in the Stock, and does not accept any liability or exposure in respect of the value, condition, loss of, or damage to the Stock, except to the extent such liability cannot lawfully be excluded.

7.4 Any insurance maintained by KCL is limited to insurance in respect of the activities it undertakes in providing the Services, including public liability insurance, and nothing in this Agreement constitutes a representation, warranty, or assurance that any insurance maintained by KCL will respond to any loss of or damage to the Stock.

7.5 Failure by the Customer to maintain insurance, or the adequacy or inadequacy of any insurance maintained by the Customer, does not limit, reduce, or affect the Customer's obligations under this Agreement or KCL's rights, and does not give rise to any liability on the part of KCL.

7.6 The Customer waives any and all claims against KCL arising from or in connection with the absence, inadequacy, non-response, or exclusion of insurance in respect of the Stock, except to the extent such waiver is prohibited by law.

8. STOCK ACCOUNTABILITY

A. Stock under KCL Possession and Control (Warehouse Operations)

8.1 Subject to this clause, KCL accepts liability to the Customer only for loss of or damage to Stock that:

(a) occurs while the Stock is in the Possession of KCL within a Site operated or controlled by KCL; and

(b) arises directly from KCL's day-to-day operational activities in performing the Services, including handling, picking, packing, storage, internal movement, or theft occurring within KCL's facilities.

8.2 KCL does not accept, and expressly excludes, any liability for loss of or damage to Stock arising from or in connection with:

(a) fire, explosion, flood, earthquake, or other natural disaster;

(b) refrigeration, freezer, power, or mechanical failure, including any temperature excursion event;

(c) systemic, catastrophic, or facility-wide events affecting multiple items of Stock;

(d) acts or omissions of third parties not engaged by KCL; or

(e) any event of a similar nature.

8.3 Any liability of KCL under this Section A is assessed on an aggregated basis over each assessment period (being the period between agreed stocktakes), and not by reference to any individual incident, event, or occurrence.

8.4 In determining any net loss for the relevant assessment period (being the period between two agreed stocktakes conducted in accordance with this Agreement):

(a) all gains, recoveries, overages, or positive variances of Stock must be offset against losses or shortages using offset accounting principles;

(b) a materiality threshold as specified in Schedule 1 applies to the net annual loss; and

(c) KCL's liability, if any, arises only in respect of the amount by which the net annual loss exceeds the applicable threshold.

8.5 The maximum aggregate liability of KCL under this Section A in respect of any assessment period (being the period between two agreed stocktakes conducted in accordance with this Agreement) is NZD 20,000 per annum, and KCL has no further liability once that cap is reached for that assessment period.

8.6 No liability arises under this Section A unless the Customer, at its own cost, undertakes a full stocktake at the conclusion of the relevant assessment period in accordance with Schedule 1 and provides KCL with reasonable supporting evidence of the alleged net loss or damage. Completion of such stocktake is a condition precedent to any claim under this Section A.

8.7 Any claim under this Section A must be notified to KCL within two (2) months of completion of the stocktake that concludes the relevant assessment period, failing which the claim is permanently barred.

B. Stock under Carriage by a KCL-Subcontracted Carrier

8.8 Where carriage of Stock is arranged by KCL using a carrier subcontracted by KCL, any liability for loss of or damage to the Stock during carriage is governed exclusively by the Contract and Commercial Law Act 2017 (or any legislation that replaces or supersedes it).

8.9 The Customer acknowledges that, unless a higher value is expressly declared in accordance with the Contract and Commercial Law Act 2017, the liability of a carrier for loss of or damage to Stock is limited to the statutory default amount per unit of carriage.

8.10 KCL will, by default, arrange carriage on the basis that the statutory default amount applies. If the Customer requires a declared value to apply to a particular consignment or unit of carriage, the Customer must notify KCL in writing prior to dispatch, specifying the declared value per consignment or unit of carriage.

8.11 Where the Customer requests a declared value under clause 8.10:

(a) the Customer agrees to pay a non-refundable administration fee of NZD 50 per request;

(b) KCL will obtain pricing and terms from the relevant carrier in respect of the declared value;

(c) any additional freight charges, premiums, or uplifts imposed by the carrier will be notified to the Customer for acceptance; and

(d) carriage on the basis of the declared value will proceed only once the Customer has confirmed acceptance of the applicable charges in writing.

8.12 The Customer acknowledges and agrees that requesting a declared value may result in delays to dispatch while pricing and confirmation are obtained from the carrier, and the Customer accepts all consequences of such delay.

8.13 KCL does not arrange insurance in respect of carriage, does not insure declared values, and does not accept any liability for loss of or damage to Stock during carriage beyond the liability imposed on the carrier by the applicable statutory regime.

8.14 Alternatively, the Customer may elect to insure the Stock independently under its own insurance arrangements, and bears all risk arising from any failure to declare a value or insure the Stock during carriage.

C. Stock under Carriage by a Customer-Contracted Carrier

8.15 Where Stock is handed to a carrier engaged directly by the Customer, custody and possession of the Stock passes to that carrier at the point of handover, and KCL has no liability whatsoever for loss of or damage to the Stock occurring after that handover.

8.16 For the avoidance of doubt:

(a) any instructions, routing information, delivery sequencing, or operational coordination provided by KCL to a carrier engaged directly by the Customer are provided as an administrative service only; and

(b) such instructions or coordination do not constitute possession, custody, control, bailment, agency, or responsibility for the Stock during carriage.

8.17 All risk of loss of or damage to Stock during carriage by a carrier engaged directly by the Customer rests solely with the Customer and/or that carrier, and the Customer waives any claim against KCL arising from such loss or damage, except to the extent such waiver is prohibited by law.

D. General

8.18 This clause sets out the entire liability regime of KCL in respect of loss of or damage to

Stock and applies notwithstanding any other provision of this Agreement.

8.19 For the purposes of calculating any loss, damage, offset, Materiality Threshold, or liability under this clause, the value of any Stock is to be assessed solely by reference to its landed cost, being the original purchase cost of the Stock to the Customer plus freight, duty, and other direct costs incurred to land the Stock into New Zealand, and excluding any margin, markup, anticipated profit, retail value, replacement cost, or any consequential or indirect value.

9. CONFIDENTIAL INFORMATION

9.1 Each party must keep strictly confidential all Confidential Information of the other party and must not, without the prior written consent of the disclosing party, directly or indirectly disclose, use, copy, reproduce, or permit the disclosure or use of that Confidential Information except to the extent strictly necessary for the purposes of performing this Agreement. Each party must take all reasonable steps to protect the other party's Confidential Information from unauthorised access, use, or disclosure and must ensure that its officers, employees, contractors, agents, and professional advisers comply with the obligations of confidentiality contained in this Agreement.

9.2 The obligations in this clause apply during the Term and for a period of three (3) years after termination or expiry of this Agreement, provided that information will cease to be Confidential Information to the extent that it becomes publicly available other than as a result of a breach of this Agreement by the receiving party or any person for whom it is responsible.

10. DISPUTE RESOLUTION

10.1 Good faith obligation

If any dispute, controversy, or claim arises out of or in connection with these Terms and Conditions, any agreement that incorporates these Terms and Conditions (including any Agreement), or the Services (a Dispute), the parties must act honestly and in good faith and

use all reasonable endeavours to resolve the Dispute promptly and commercially.

10.2 Step 1 – Mediation

Either party may give the other party written notice requiring the Dispute to be referred to mediation. The mediation must:

- (a) commence within ten (10) Business Days of the notice being given;
- (b) be conducted in Auckland (unless otherwise agreed); and
- (c) be conducted in accordance with the mediation rules of the Resolution Institute (<https://resolution.institute/>) in force at the time the mediation is commenced.

Unless otherwise agreed, the mediator is to be jointly appointed by the parties, and the costs of mediation are to be shared equally.

10.3 Step 2 – Arbitration

If the Dispute has not been resolved within ten (10) Business Days after the mediation has commenced (or such longer period as the parties agree in writing), either party may refer the Dispute to arbitration. The arbitration must:

- (a) be conducted in Auckland;
- (b) be administered by an arbitrator appointed by the Auckland District Law Society; and
- (c) be conducted in accordance with the Arbitration Act 1996 (NZ).

The decision of the arbitrator is final and binding, subject only to any rights of appeal permitted by law.

10.4 Continuation, suspension and protection of position

Without prejudice to any other rights or remedies available to KCL, during the dispute resolution process:

- (a) the Customer must continue to comply in full with all payment obligations and all other obligations that are not the subject of the Dispute;
- (b) KCL may, at its discretion, continue to provide the Services, provide the Services on an amended or restricted basis, or suspend the Services (in whole or in part) where KCL reasonably considers such action necessary to protect its commercial, operational, or legal

position;

(c) any suspension, restriction, or modification of the Services by KCL under this clause does not constitute a breach of the Contract and will not be taken into account for the purposes of measuring KCL's performance or service levels; and

(d) the continuation of Services by KCL during the dispute resolution process does not constitute a waiver of any rights and does not limit KCL's ability to terminate the Agreement or these Terms and Conditions if the Dispute is not resolved.

10.5 Interim and alternative outcomes

At any time during the dispute resolution process, the parties may, by mutual agreement:

- (a) agree an interim arrangement, variation, or commercial resolution;
- (b) agree to suspend, amend, or restructure part of the Services; or
- (c) agree to terminate the Agreement on mutually agreed terms.

Any such agreement must be recorded in writing.

10.6 Urgent relief

Nothing in this clause prevents either party from seeking urgent interlocutory or injunctive relief from a court where necessary to protect that party's rights or property.

10.7 Confidentiality

All aspects of the dispute resolution process, including the existence of the Dispute, are confidential, except to the extent disclosure is required by law or to enforce any settlement or determination.

10.8 Failure to participate

If a party fails or refuses to attend, participate in, or meaningfully engage with mediation or arbitration after receiving a valid notice under this clause:

- (a) that failure is deemed to be a refusal to resolve the Dispute in good faith;
- (b) the applicable dispute resolution step is deemed to have been exhausted for the purposes of these Terms and Conditions and any Agreement;
- (c) the other party may immediately proceed to

the next stage of the dispute resolution process, including arbitration or termination (as applicable); and

(d) in the case of arbitration, the arbitrator may proceed and make a determination in the absence of the non-participating party, subject to compliance with the Arbitration Act 1996 (NZ), and may take that failure into account when allocating costs.

11. EFFECT OF TERMINATION

11.1 Termination of Services

The provision of Services under the Contract ceases at 11:59pm on the Termination Date. From that time, KCL has no obligation to provide Services, except for any Exit Services provided in accordance with this clause.

11.2 Exit Date and Exit Services

Following termination, KCL may provide services reasonably required to facilitate the orderly removal, transfer, release, or disposal of the Stock (Exit Services). The physical removal of Stock will occur on the Exit Date, being the date first agreed between the parties or, failing agreement, nominated by KCL acting reasonably. The Exit Date may be the Termination Date or a later date.

11.3 Exit cost estimate

KCL will provide the Customer with an estimate of the charges for Exit Services and issue an invoice no later than three (3) Business Days prior to the Exit Date. The estimate is indicative only and does not limit the Customer's obligation to pay the actual costs incurred by KCL in providing the Exit Services.

11.4 Payment as condition precedent to exit

All amounts owing by the Customer to KCL (including Charges, estimated Exit Services, accrued interest, and any other amounts payable under the Contract) must be paid in cleared funds no later than one (1) Business Day prior to the Exit Date.

If payment is not received by that time, the Exit Date is automatically deferred on a day-for-day basis until payment is received in full.

11.5 True-up of Exit Services

The final cost of Exit Services will not be known until after completion of the exit. If the actual cost of Exit Services exceeds the amount previously invoiced or paid, KCL may issue a further invoice for the balance as soon as reasonably practicable following completion of the exit. That invoice is payable within seven (7) days of issue.

If the estimate exceeds the actual cost incurred, KCL will credit or refund the difference.

11.6 Customer delay or lack of readiness

If the Exit Date is delayed, aborted, or rescheduled due to:

- (a) non-payment;
 - (b) the Customer's failure to be ready to remove the Stock; or
 - (c) instructions given, withdrawn, or varied by the Customer after KCL has committed labour, equipment, or other resources,
- the Customer must pay KCL for all additional Exit Services, including standby, abortive, rescheduling, and stood-down labour costs, and any associated administration or supervision.

11.7 Storage pending exit

If any Stock remains in KCL's possession after the Termination Date, KCL may charge storage, handling, and administration fees at its then-current rates, accruing daily and payable immediately.

11.8 Longstop for removal of Stock

The Customer must remove all Stock no later than thirty (30) days after the first agreed Exit Date, regardless of any subsequent deferral, extension, or rescheduling of that Exit Date. If:

- (a) the Stock is not removed within that 30-day period; or
 - (b) no Exit Date is agreed within thirty (30) days after the Termination Date,
- KCL may exercise the rights set out in clause 11.9.

11.9 Failure to remove Stock

Where clause 11.8 applies, KCL may, without further notice and at the Customer's risk:

- (a) sell, dispose of, or otherwise realise the Stock on such terms as KCL considers reasonable;

(b) apply the proceeds of sale in the following order:

- (i) costs of sale and disposal;
- (ii) storage, handling, and Exit Services costs;
- (iii) all other amounts owing by the Customer to KCL; and

(c) remit any surplus (if any) to the Customer. KCL is not liable for any shortfall and is not required to obtain market value.

11.10 Preservation of rights

Termination does not affect any accrued rights, including KCL's rights to recover amounts owing, enforce any lien or security interest, or recover costs incurred in connection with Exit Services.

12. COUNTERPARTS

12.1 This Agreement may be executed in any number of counterparts. Each counterpart is deemed to be an original, and all counterparts together constitute one and the same legally binding instrument.

12.2 The parties agree that execution and delivery of this Agreement may occur by electronic means. A signature transmitted electronically, including by PDF, scanned copy, electronic signing platform, or other electronic method intended to authenticate the signatory, is valid, effective, and binding.

12.3 Each party consents to the use of electronic signatures and electronic delivery for the purposes of executing this Agreement and waives any right to object to the validity or enforceability of this Agreement on the sole ground that it was executed or delivered electronically.

12.4 No party is required to produce or retain an original hard-copy signed counterpart, and a copy of this Agreement executed in accordance with this clause has the same legal effect as an original.

13. PUBLIC IMAGE

13.1 The Customer must not, and must ensure that its officers, employees, contractors, agents, and representatives do not, whether directly or indirectly, do or omit to do anything that may

reasonably be expected to damage, disparage, undermine, or bring into disrepute the reputation, brand, goodwill, business standing, or public image of KCL or any of its related entities.

13.2 Without limitation, clause 13.1 applies to:

- (a) statements or conduct occurring in public, private, or professional forums;
- (b) communications with customers, suppliers, regulators, industry participants, or the media;
- (c) content published or shared on social media, online platforms, or messaging services; and
- (d) conduct that may reasonably be expected to cause reputational harm even if no actual damage is ultimately proven.

13.3 The Customer must not make, publish, repeat, or cause to be made any statement or representation concerning KCL or the Services that is misleading, defamatory, disparaging, or otherwise adverse, unless required by law or a regulatory authority.

13.4 KCL may determine, acting reasonably, whether conduct constitutes or is likely to constitute a breach of this clause. The absence of intent to cause harm does not prevent a breach from occurring.

13.5 The obligations in this clause apply during the Term and survive termination or expiry of this Agreement for a period of three (3) years.

13.6 A breach of this clause is deemed to be a material breach and constitutes a termination trigger. Without limiting any other rights or remedies, KCL may also:

- (a) require the Customer to immediately cease the relevant conduct;
- (b) require the retraction or correction of any offending statement; and
- (c) suspend Services pending resolution in accordance with the dispute resolution provisions.

13.7 Nothing in this clause limits KCL's right to seek injunctive or other equitable relief to prevent or restrain a breach of this clause.

14. RELATIONSHIP OF PARTIES

14.1 Nothing in this Agreement creates, or is to be construed as creating, a relationship of partnership, joint venture, agency, or employment between the parties.

14.2 Each party acts as an independent contractor and has no authority to bind or represent the other party in any way.

15. FORCE MAJEURE

15.1 Neither party is liable for any failure or delay in the performance of its obligations under this Agreement to the extent that the failure or delay is caused by a Force Majeure Event, except that the Customer's obligations to make payment are absolute and continue unaffected.

15.2 A Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party, whether foreseeable or not, including (without limitation):

- (a) acts of God, flood, fire, earthquake, storm, cyclone, or other natural disaster;
- (b) epidemic, pandemic, public health emergency, or quarantine restriction;
- (c) war (declared or undeclared), terrorism, sabotage, civil unrest, riot, or insurrection;
- (d) industrial action, strikes, lockouts, or work stoppages (including those affecting suppliers, carriers, ports, utilities, or transport networks);
- (e) failures or interruptions to utilities, power, refrigeration, fuel supply, ports, airports, roads, rail, or telecommunications;
- (f) acts or omissions of governmental, regulatory, or port authorities, including changes in law, directives, embargoes, or restrictions; and
- (g) any other event of a similar nature beyond the reasonable control of the affected party.

15.3 The affected party must notify the other party as soon as reasonably practicable after becoming aware of the Force Majeure Event and must use reasonable endeavours to mitigate its effects.

15.4 During the continuance of a Force Majeure Event:

- (a) the affected party's non-payment obligations are suspended to the extent affected;

(b) time for performance of those affected obligations is extended for the duration of the Force Majeure Event;

(c) the Customer must continue to pay all Charges, storage fees, and all other amounts payable under this Agreement in full and on time, including where Stock remains in KCL's possession or under its control; and

(d) KCL may, acting reasonably, modify, restrict, suspend, or reprioritise the Services without liability.

15.5 A Force Majeure Event does not:

- (a) give the Customer any right to suspend or withhold payment;
- (b) give either party any standalone right to terminate this Agreement; or
- (c) limit or affect KCL's rights under this Agreement relating to payment, lien or security interests, suspension of Services, limitation of liability, or termination for other causes.

16. SEVERABILITY

16.1 If any provision of this Agreement is held to be invalid, illegal, void, or unenforceable in any jurisdiction:

- (a) that provision is severed to the minimum extent necessary to make it valid, legal, and enforceable; or
- (b) if severance is not possible, that provision is deemed deleted, and in each case, the remaining provisions of this Agreement remain in full force and effect.

16.2 The parties agree that they would have entered into this Agreement without the severed or deleted provision and that the severance does not affect the commercial intent of this Agreement.

17. AMENDMENTS

17.1 This Agreement may only be amended, varied, or supplemented by a document in writing that expressly states that it amends this Agreement and is signed by duly authorised representatives of both parties.

17.2 No oral agreement, course of dealing, email exchange, or informal communication is effective to amend or vary this Agreement.

17.3 A waiver, indulgence, or failure by KCL to enforce any provision of this Agreement does not constitute a variation of this Agreement and does not operate as a continuing waiver of that provision or any other provision.

17.4 Any amendment or variation agreed in accordance with this clause forms part of this Agreement from the effective date specified in the amendment.

18. WAIVER

18.1 No waiver of any right, power, or remedy under this Agreement is effective unless it is in writing and signed by the party granting the waiver.

18.2 A waiver applies only to the specific instance and purpose for which it is given and does not constitute:

- (a) a waiver of any other right, power, or remedy;
- (b) a waiver of any subsequent or continuing breach; or
- (c) a waiver of the same or any other right on any other occasion.

18.3 A failure or delay by KCL to exercise any right, power, or remedy under this Agreement does not operate as a waiver of that right, power, or remedy, nor does any single or partial exercise preclude any further exercise of that or any other right, power, or remedy.

18.4 Any waiver granted by KCL does not affect KCL's rights in respect of any other party or agreement and does not amend or vary this Agreement.

19. ENTIRE AGREEMENT

19.1 These Terms and Conditions, together with any agreement, service schedule, letter of engagement, or other document that expressly incorporates them (including any Agreement), constitute the entire agreement between the parties in relation to their subject matter and supersede and replace all prior or contemporaneous agreements, arrangements,

negotiations, representations, warranties, or understandings, whether written or oral.

19.2 Each party acknowledges and agrees that, in entering into the Contract, it has not relied on, and will have no right or remedy in respect of, any statement, representation, warranty, assurance, or undertaking (whether made negligently or innocently) that is not expressly set out in the Contract.

19.3 To the maximum extent permitted by law, each party excludes all liability in respect of any statement, representation, warranty, assurance, or undertaking not expressly set out in the Contract.

19.4 Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

20. GOVERNING LAW

20.1 This Agreement is governed by and construed in accordance with the laws of New Zealand.

20.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute, claim, or proceeding arising out of or in connection with this Agreement.

20.3 Nothing in this clause prevents KCL from commencing proceedings in any other jurisdiction where it is necessary or desirable to enforce its rights, recover amounts owing, or protect its interests.

21. EXCLUSION / LIMITATION OF LIABILITY

21.1 To the maximum extent permitted by law, KCL is not liable to the Customer (or any third party) for any indirect, consequential, incidental, special, or economic loss arising out of or in connection with the Contract or the Services, whether in contract, tort (including negligence), equity, breach of statutory duty, bailment or otherwise, and whether foreseeable or not, including without limitation loss of profit, revenue, margin, business, customers, goodwill, opportunity, anticipated savings, business

interruption, downtime, and any third-party claims against the Customer.

21.2 Subject to clause 21.6, and to the maximum extent permitted by law, the total aggregate liability of KCL arising out of or in connection with the Contract, the Services, any Exit Services, any loss of or damage to Stock, or any act or omission of KCL (including negligence), is limited to NZD 20,000 in each Contract Year.

21.3 For the avoidance of doubt, the limitation in clause 21.2 applies in aggregate to all claims, events, acts, omissions, and breaches in the relevant Contract Year, regardless of the number of claims made or the legal basis on which they are brought, and is a single overall cap for that Contract Year and not a per-incident, per-event, per-consignment, or per-claim limit.

21.4 Without limiting clauses 21.1 to 21.3, the Customer acknowledges and agrees that any liability of KCL (if any) arising from or in connection with theft of Stock while in KCL's Possession (including theft by KCL personnel), loss of Stock while in KCL's Possession, damage to Stock arising from ordinary handling, storage, picking, packing, staging or loading activities, negligence (including alleged negligence), and any failure, breakdown, malfunction, interruption, or outage of any equipment, systems, refrigeration plant, utilities, telecommunications, or infrastructure used in connection with the Services, is limited to and governed exclusively by the stock accountability mechanisms in clause 8 and Schedule 1 (including any materiality threshold, offset methodology, and valuation basis) and remains subject at all times to the exclusions and annual cap in this clause 21.

21.5 The Customer acknowledges and agrees that KCL does not insure the Stock and does not assume the risk of the value of the Stock, and the Customer remains solely responsible for maintaining insurance for the Stock on such terms and for such values as the Customer considers appropriate, including full replacement value and any consequential risks

associated with loss of sales, spoilage, business interruption, or customer claims.

21.6 Nothing in the Contract limits or excludes liability to the extent such liability cannot lawfully be limited or excluded, including liability for fraud or fraudulent misrepresentation, or wilful misconduct by KCL.

21.7 To the maximum extent permitted by law, KCL is not liable for, and the Customer releases KCL from, any loss, damage, cost, liability, penalty, fine, proceeding, claim, or expense arising out of or in connection with any unlawful act or omission by the Customer or its personnel, any breach by the Customer of any applicable law or regulatory requirement, any misdescription or misdeclaration of the Stock, any Stock that is prohibited, restricted, unsafe, non-compliant or otherwise unlawful to store, handle, transport or distribute, or any directions, restrictions, or enforcement action imposed by a regulator or authority in connection with the Customer, its business, or the Stock, except to the extent caused by KCL's fraud or wilful misconduct.

21.8 The Customer must indemnify KCL on demand against all loss, damage, cost, liability, penalty, fine, proceeding, claim, and expense (including legal costs on a solicitor-client basis) suffered or incurred by KCL arising from or in connection with any matter described in clause 21.7, except to the extent caused by KCL's fraud or wilful misconduct.

21.9 KCL is not liable for any loss of or damage to Stock once the Stock is no longer in KCL's Possession, including where custody has passed to a carrier engaged directly by the Customer, notwithstanding that KCL may provide operational instructions, delivery information, coordination, or carrier-facing communication to such carrier.

21.10 Where Stock is carried by a carrier engaged by KCL as part of the Services, the Customer acknowledges that KCL's liability (if any) in relation to carriage is limited to the extent permitted under the Contract and Commercial Law Act 2017 (and any other applicable law) and

any carrier terms that apply, and any additional declared value or insurance cover is the Customer's responsibility to request and pay for in accordance with the Contract.

21.11 The Customer acknowledges and agrees that KCL's stock accountability framework is intended to operate on the basis of reconciliation over a defined measurement period to allow for offsets, thresholds, and adjustments to be applied fairly, and accordingly any claim by the Customer for loss of or damage to Stock while in KCL's Possession must be assessed strictly by reference to the relevant stocktake or reconciliation event(s) required under clause 8 and Schedule 1. Completion of the applicable stocktake or reconciliation (at the Customer's cost where applicable) is a condition precedent to any liability of KCL arising, and KCL has no obligation to assess, admit, settle, or pay any claim relating to Stock unless and until the stocktake or reconciliation has been completed and the stock accountability calculation has been determined in accordance with clause 8 and Schedule 1.

21.12 All valuations of Stock for the purposes of clause 8, Schedule 1 and any liability assessment under the Contract are to be calculated using the landed cost value determined in accordance with the Contract and supported by reasonable evidence acceptable to KCL.

21.13 No claim may be brought against KCL unless written notice of the claim, including reasonable particulars, is provided to KCL within twelve (12) months after the date the Customer became aware (or ought reasonably to have become aware) of the event giving rise to the claim, and any claim not notified within that period is time-barred to the maximum extent permitted by law.

21.14 Without limiting any other rights of KCL, the Customer must notify KCL in writing of any dispute, query, or alleged error in any invoice (including any alleged overcharge, incorrect rating, incorrect units, incorrect service codes, or any other billing discrepancy) within three (3)

months of the date of that invoice. If the Customer fails to notify KCL within that period, the invoice is deemed accepted and the Customer waives any right to dispute, set-off, seek a credit, or bring any claim in relation to that invoice, to the maximum extent permitted by law. 21.15 Nothing in clause 21.14 permits the Customer to withhold payment of any undisputed portion of an invoice, and the Customer must pay all undisputed amounts by the due date in accordance with the payment provisions of the Contract.

22. CONSUMER GUARANTEES ACT

22.1 The parties agree and acknowledge that the Services are supplied and acquired for the purposes of a business within the meaning of the Consumer Guarantees Act 1993.

22.2 To the maximum extent permitted by law, the parties contract out of the Consumer Guarantees Act 1993 and that Act does not apply to the Services or the Contract.

23. ASSIGNMENT

23.1 The Customer must not assign, transfer, novate, mortgage, charge, subcontract, declare a trust over, or otherwise deal with any of its rights or obligations under the Contract without KCL's prior written consent, which may be granted or withheld in KCL's sole discretion.

23.2 KCL may assign, transfer, novate, or otherwise deal with all or any of its rights and obligations under the Contract to any related company or successor entity (including as part of any restructure, sale of business, or transfer of assets) upon written notice to the Customer, and the Customer irrevocably consents to any such assignment or novation.

23.3 Any attempted assignment or transfer in breach of this clause is void and of no effect.

24. FURTHER ASSURANCE

24.1 Each party must promptly do all things and execute all documents (including deeds) reasonably required by the other party to give full

effect to the Contract and the transactions contemplated by it.

24.2 Without limiting clause 24.1, the Customer must promptly provide all information, records, and confirmations reasonably required by KCL to enable KCL to perform the Services, enforce the Contract, and exercise its rights (including rights relating to payment, Stock, and exit).

25. INDEMNITY

25.1 The Customer must indemnify KCL on demand against all loss, damage, liability, cost, charge, and expense suffered or incurred by KCL (including legal costs on a solicitor-client basis) arising out of or in connection with:

(a) any breach by the Customer of the Contract;

(b) any inaccuracy, incompleteness, or delay in any information, instructions, documentation, manifests, product data, temperature requirements, packaging requirements, labelling, or order data supplied by the Customer;

(c) the nature, condition, packaging, compliance status, or suitability for storage, handling, or transport of the Stock;

(d) any claim by a third party arising from the Stock or the Customer's supply chain decisions, except to the extent caused by KCL's fraud or willful misconduct; and

(e) any act or omission of the Customer's personnel, contractors, suppliers, or carriers.

25.2 The indemnity in clause 25.1 is a continuing obligation, survives termination or expiry of the Contract, and is not affected by any indulgence, delay, or failure by KCL to enforce any provision of the Contract.

25.3 Nothing in this clause 25 limits the operation of clause 21, and KCL's liability (if any) remains subject to the exclusions and limitations set out in clause 21.

SCHEDULE 1 — SERVICES, KPI's, MATERIALITY THRESHOLD, AND STOCK ACCOUNTABILITY (INCLUDING STOCKTAKE PERIOD AND CALCULATION)

1. SERVICES

KCL will provide the Services to the Customer in accordance with the Contract. Unless otherwise agreed in writing, the Services include:

1.1 receiving and inward processing of Stock, including receipting, verification, put-away, and storage allocation;

1.2 storage of Stock in the applicable environment(s) agreed for the Customer (including chilled, frozen, or ambient as applicable);

1.3 inventory management, including location control, movement control, and reporting;

1.4 order processing, pick, pack, staging, and dispatch of Stock;

1.5 cycle counting and stocktake support services as required under this Schedule;

1.6 customer service support for operational queries relating to Stock movements, order status, and warehousing processes; and

1.7 any other agreed warehouse-related services provided by KCL from time to time as part of the Services.

2. SERVICE HOURS

2.1 Unless otherwise agreed in writing, the Services will be provided on Business Days during the hours of 8:00am to 5:00pm.

2.2 Services outside those hours may be provided at KCL's discretion and may incur additional charges.

3. KEY PERFORMANCE INDICATORS ("KPI'S")

3.1 KPI's are measured on a monthly basis unless otherwise agreed in writing.

3.2 KPI's apply only to the extent KCL's performance is not materially impacted by any customer failure or Relief Event (as contemplated by the Contract and this Schedule).

3.3 KPI's (placeholders to finalise per Customer):

(a) Receipting Turnaround: Inwards shipments will be receipted within 24 hours of compliant presentation.

(b) Dispatch Timeliness: Orders validly released before the cut-off time of 2:00pm will be

dispatched the same day unless a later despatch time is required to meet a specified delivery window.

(c) Pick Accuracy (Unit Accuracy): $\geq 99.0\%$ (measured by units picked correctly versus units ordered).

(d) Customer Service Acknowledgement: within 2 hours during Business Hours.

4. KPI EXCEPTIONS / RELIEF EVENTS

4.1 KPI's are suspended or adjusted to the extent KCL is prevented or delayed from achieving KPI's due to:

(a) inaccurate, incomplete, or late data, documentation, labelling, packaging, forecasting, or instructions provided by the Customer;

(b) material deviation from agreed order profile, inbound/outbound volumes, or peaks outside forecast;

(c) carrier delays where the carrier is engaged directly by the Customer;

(d) direct instructions to vary from the KPI (eg delay the despatch of an order);

(e) Force Majeure Events or events outside KCL's reasonable control; and/or

(f) any other circumstance where KCL has acted reasonably and the KPI impact is not primarily attributable to KCL.

5. STOCK ACCOUNTABILITY FRAMEWORK (STOCK IN KCL POSSESSION)

5.1 This clause applies only to Stock while in KCL's Possession and is intended to determine KCL's liability (if any) for Stock loss or damage in a fair and measurable way.

5.2 The parties acknowledge and agree that the Stock accountability framework operates on a reconciliation basis across a defined stocktake period and is not assessed on a per-incident basis.

5.3 All calculations under this Schedule must be determined using the valuation basis and methodology set out below and remain subject at all times to the Contract (including exclusions, limitation of liability, and annual cap).

6. MATERIALITY THRESHOLD ("ULLAGE THRESHOLD")

6.1 A materiality threshold applies as a tolerance for Stock variance outcomes, and KCL has no liability for Stock variance outcomes that fall within the materiality threshold.

6.2 The materiality threshold is: 1.00% (to be stated as a percentage of Item Throughput for the Stocktake Period).

6.3 The parties acknowledge and agree that the materiality threshold is intended to recognise operational practicality and normal tolerances in warehousing environments.

7. STOCKTAKE PERIOD / MEASUREMENT PERIOD

7.1 The relevant measurement period for Stock accountability (the Stocktake Period) is the period between successive stocktakes or reconciliation events conducted under clause 7.2.

7.2 Stocktakes or reconciliations will occur:

(a) at intervals agreed in writing; or

(b) otherwise at such intervals as KCL reasonably determines having regard to operational practicality and risk, and as required to assess claims or reconcile inventory, but at no less a frequency than per annum, unless prevented by the Customer's failure to cooperate, failure to provide required information, or failure to pay applicable stocktake charges.

7.3 The Customer acknowledges that offsets, thresholds, and net position calculations cannot be properly determined unless stocktakes or reconciliations are completed.

7.4 For the avoidance of doubt, where the Contract commences part way through a Customer's operational cycle, the first Stocktake Period will run from the Commencement Date until the first stocktake or reconciliation event, and subsequent Stocktake Periods will run between successive stocktakes or reconciliation events.

8. STOCKTAKE / RECONCILIATION REQUIREMENTS

8.1 Any Stocktake Period assessment requires a completed stocktake or reconciliation in accordance with KCL's process and system outputs.

8.2 All stocktakes and reconciliations are performed at the Customer's cost at KCL's prevailing labour rates, unless KCL agrees otherwise in writing.

8.3 The Customer must provide reasonable access, cooperation, and information required to complete stocktake validation, including landed cost evidence and inventory master data.

9. OFFSET METHODOLOGY

9.1 The parties agree that offsets apply, meaning positive variances and negative variances are netted to determine the net variance position over the Stocktake Period.

9.2 Offsets will be calculated at a unit level unless otherwise agreed in writing.

10. STOCK ACCURACY / VARIANCE CALCULATION (NET POSITION)

10.1 The net variance position for the Stocktake Period will be calculated as follows:

(a) Determine unit variances across all Stock lines counted in the stocktake or reconciliation, recognising both shortages (where the physical count is less than the system count) and surpluses (where the physical count exceeds the system count);

(b) Apply offsets under clause 9 to offset surpluses against shortages to determine the Net Shortage Units for the Stocktake Period;

(c) Determine Item Throughput during the Stocktake Period;

(d) Calculate the Variance Ratio: Net Shortage Units \div Item Throughput;

(e) Compare the Variance Ratio against the agreed materiality threshold in clause 6 (of Schedule 1);

(f) Where the Variance Ratio exceeds the threshold, only the portion exceeding the

threshold is eligible for Stock Accountability, subject always to the Contract.

10.2 If the Variance Ratio is at or below the materiality threshold, KCL has no liability and no adjustment is payable.

10.3 For the avoidance of doubt, surpluses do not of themselves give rise to any liability of KCL, and only net shortages after offsets are capable of giving rise to Stock Accountability under this Schedule.

11. VALUATION BASIS

11.1 Any Stock adjustment, settlement, or liability calculation under this Schedule must be valued using the landed cost value of the relevant Stock.

11.2 The Customer must provide reasonable evidence of landed cost upon request (including supplier invoices, freight landed cost allocation, and any other supporting documentation reasonably required by KCL).

11.3 Net Valuation Difference means the net landed cost value of all unit variances for the Stocktake Period after applying offsets under clause 9, including both:

(a) write-offs, being negative variances where the physical count is less than the system count; and
(b) write-ons, being positive variances where the physical count exceeds the system count, so that the Net Valuation Difference reflects the net shortage position after offsets and is not calculated on a per-incident basis.

11.4 If there is a liability to be paid (ie the Variance Ratio is above the Materiality threshold) then liability is calculated as: Net Valuation Difference \times (Variance Ratio - Materiality Threshold) \div Variance Ratio.

12. REMEDY TIMELINE

12.1 Where an operational Issue is raised, KCL will use reasonable endeavours to investigate and respond within a reasonable timeframe having regard to the nature of the Issue, availability of information, and the time elapsed since the alleged event.

12.2 Any remedy, adjustment, or settlement remains subject to completion of stocktake/reconciliation and the Stock accountability methodology in this Schedule.

SCHEDULE 2 — CUSTOMER REQUIREMENTS / INPUTS / RULES OF ENGAGEMENT

1. GENERAL COOPERATION

1.1 The Customer must cooperate fully with KCL and provide all reasonable assistance required for KCL to perform the Services.

1.2 The Customer must comply with all reasonable operational directions issued by KCL in connection with warehouse safety, compliance, and service delivery.

2. AUTHORISED CONTACTS / INSTRUCTIONS

2.1 The Customer must appoint at least one authorised representative who is empowered to provide instructions, approvals, and confirmations on behalf of the Customer.

2.2 KCL may rely on instructions received from the authorised representative as binding on the Customer.

3. FORECASTING AND VOLUME NOTICE

3.1 The Customer must provide KCL with reasonable forecasts of inbound and outbound volumes and must provide advance notice of unusual peaks, promotional events, seasonal volumes, container arrivals, or other volume anomalies.

3.2 If the Customer fails to provide forecasts or notice, KCL may be unable to meet KPI's and such KPI's are suspended or adjusted in accordance with Schedule 1.

4. INBOUND DELIVERIES

4.1 The Customer must ensure inbound deliveries are compliant with KCL's receipting requirements including:

- (a) compliant packaging and palletisation;
- (b) accurate delivery documentation;
- (c) correct product labelling;

(d) correct batch/expiry/serial information (where applicable); and

(e) adherence to temperature and handling requirements.

4.2 The Customer must ensure that inbound shipments are presented in a condition suitable for storage and handling, and must not tender unsafe or non-compliant Stock.

5. STOCK DATA / MASTER DATA INTEGRITY

5.1 The Customer must ensure KCL receives accurate and complete product master data prior to receipting, including:

- (a) SKU codes and descriptions;
- (b) carton configuration;
- (c) weight/dimensions;
- (d) temperature requirements;
- (e) batch/expiry rules;
- (f) controlled / restricted status (if any); and
- (g) any compliance requirements.

5.2 The Customer is responsible for the consequences of inaccurate or incomplete data, including inventory mismatches, dispatch errors, delays, and additional cost.

6. ORDERS AND CUT-OFFS

6.1 The Customer must submit orders in the agreed format and by the agreed cut-off times.

6.2 Orders submitted outside cut-off times may be processed the following Business Day (or next operational window) and KPI's will not apply to those orders.

6.3 The Customer must ensure order data is accurate, including delivery addresses, service levels, carrier selection (where relevant), and consignment instructions.

7. PACKAGING STANDARDS

7.1 The Customer is responsible for ensuring Stock is adequately packaged to withstand normal warehousing and transport conditions.

7.2 The Customer remains responsible for product-level packaging integrity, including internal packaging failure, leakage, breakage, and damage caused by inadequate packaging.

8. COMPLIANCE AND RESTRICTED GOODS

8.1 The Customer warrants that all Stock is lawful to store, handle, and distribute in New Zealand and complies with all applicable laws and standards (including food safety and regulatory requirements where applicable).

8.2 The Customer must immediately notify KCL if any Stock becomes subject to recall, hold, quarantine, or regulatory constraint.

9. SITE ACCESS AND SAFETY

9.1 Any Customer access to KCL sites is subject to KCL approval, induction requirements, PPE requirements, and operational constraints.

9.2 The Customer must ensure that all Customer personnel attending site comply with KCL's safety directions and all applicable laws.

10. CLAIMS AND INVESTIGATIONS

10.1 The Customer must notify KCL of any suspected discrepancy, damage, or stock issue as soon as reasonably practicable and in any event within two (2) Business Days after the Customer becomes aware (or ought reasonably to have become aware) of the matter.

10.2 Any claim relating to shortage, mis-pick, wrong product, damaged Stock, temperature concern, or delivery discrepancy must be supported by reasonable evidence and must include, where applicable, the order number, affected SKU(s), quantity, delivery details, photographs (if relevant), and landed cost evidence.

10.3 If the Customer fails to notify KCL within the timeframe in clause 10.1, the issue will be deemed accepted and KCL will have no obligation to investigate, remedy, or accept liability in relation to that issue, to the maximum extent permitted by law.

10.4 The Customer must cooperate with any investigation conducted by KCL, including providing requested documentation and access to relevant records and personnel, and must not dispose of or alter any evidence relevant to the investigation without KCL's prior written approval.

11. EXIT COOPERATION

11.1 The Customer must cooperate with KCL during any exit process and must provide timely instructions, collection arrangements, carrier details, and documentation required to remove Stock.

11.2 Any delay caused by the Customer may result in additional costs and extended timelines as permitted under the Contract.