

STANDARD PURCHASING TERMS AND CONDITIONS

(AUSTRALIA AND NEW ZEALAND)



These Standard Purchasing Terms & Conditions apply to each company, contractor, consultant, service provider, vendor or other supplier (**Supplier**) supplying goods, products, deliverables or services to Americold Logistics Limited ACN 004 902 998, Americold NZ Ltd (Company number 1714139), or any parent, subsidiary, related body corporate, affiliate or nominated Americold group entity in Australia or New Zealand (**Company, Americold, we, us or our**). Capitalised terms not otherwise defined have the meaning given to them in the relevant Order or any written agreement signed by an authorised representative of Americold.

1. Application of Terms

- (a) These terms and conditions (Terms) apply to each Order placed by the Company with the Supplier unless the Company and the Supplier have entered into a separate written agreement signed by an authorised representative of the Company which expressly states that it overrides these Terms.
- (b) The Supplier's terms and conditions, including terms on any quote, proposal, invoice, delivery docket, credit application, website, portal, Supplier Code of Conduct or other Supplier document, are excluded and do not apply unless expressly accepted in writing by an authorised representative of the Company.
- (c) If there is an inconsistency between these Terms and an Order, the Order prevails to the extent of the inconsistency, except that an Order will not reduce or exclude clauses relating to safety, food safety, transport compliance, customer delivery requirements, confidentiality, privacy, data protection, AI use, intellectual property, warranty transfer, insurance, indemnity, audit, modern slavery, sanctions, termination or governing law unless the Order expressly identifies the clause being varied.

2. Definitions

Agreement means these Terms together with the relevant Order and any special conditions or written document signed by an authorised representative of the Company.

Americold Group means Americold Logistics Limited, Americold NZ Ltd, their respective parent entities, subsidiaries, related bodies corporate, affiliates, successors and permitted assignees.

Customer means any customer of the Company or Americold Group that receives or is intended to receive the benefit of the Products, including any customer to whose store, distribution centre, warehouse, facility or nominated delivery point Products are delivered.

Goods means all goods, equipment, products, parts, materials, consumables, stock, hardware, software,

packaging, documents and other deliverables supplied by the Supplier.

GST has the same meaning under the relevant GST Act relating to the Products and Services being provided.

GST Act has the same meaning as that term is defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) so far as it relates to Australian Agreements and has the same meaning as in the Goods and Services Tax Act 1985 (NZ) so far as it relates to New Zealand Agreements.

Order means any purchase order, statement of work, accepted quote, work order, supplier onboarding document, rate card, rate review mechanisms, service level agreement, software support agreement or other written or electronic ordering document issued or accepted by the Company.

Personnel means a party's directors, officers, employees, contractors, subcontractors, agents, consultants and representatives.

Products means the Goods and/or Services supplied by the Supplier, as the context requires.

Privacy Law means the Privacy Act 1988 (Cth), the Privacy Act 2020 (NZ), and any other applicable privacy, data protection, surveillance, spam, records or information security laws.

Services means the services, work, labour, installation, repair, maintenance, professional services, consulting, training, technology services, support, transport, loading, unloading, delivery to store, proof of delivery, customer delivery administration and other activities performed by the Supplier.

Site means any warehouse, transport yard, office, facility, Customer store, Customer distribution centre, Customer warehouse, nominated delivery point, vehicle, system or other location where the Supplier performs its obligations or accesses Company, Americold Group or Customer property, systems or data.

Supplier Code of Conduct means Americold's Business Partner Code of Conduct and Ethics as amended, updated or replaced from time to time.

3. Agreement and Interpretation

- (a) All terms and conditions in this Agreement apply to Australian Agreements and New Zealand Agreements except where stated otherwise.
- (b) Agreements made with Americold NZ Ltd or another New Zealand Americold entity are **New Zealand Agreements** and the New Zealand laws and procedures specified in this Agreement apply to them.
- (c) All other Agreements, including those made with Americold Logistics Limited or another Australian Americold entity, are **Australian Agreements** and the Australian laws and procedures specified in this Agreement apply to them.
- (d) Unless otherwise stated in an Order, all amounts relating to a New Zealand Agreement are in New Zealand dollars and all amounts relating to an Australian Agreement are in Australian dollars.
- (e) A reference to Law includes all applicable present and future legislation, regulations, standards, codes of practice, licences, permits, authorisations, regulatory directions and government requirements.

4. Purchase Orders and Acceptance

- (a) The Company may place or accept Orders with the Supplier from time to time. Each Order may set out the applicable Products, delivery dates, delivery address, Site, Fees, service levels, special conditions and other requirements.
- (b) The Supplier accepts an Order if it confirms acceptance, commences work, delivers Goods, performs Services, invoices the Company, or otherwise acts consistently with acceptance.
- (c) If the Supplier does not accept an Order, the Supplier must notify the Company in writing before commencing performance. The Supplier must not supply any Products if it does not agree to these Terms.
- (d) The Company is not obliged to purchase any minimum quantity of Products and all supply is non-exclusive unless expressly stated otherwise in the Order.

5. Supply of Products and/or Services

- (a) The Supplier must supply the Products in accordance with this Agreement, the relevant Order, all reasonable directions of the Company, Site requirements, applicable Laws, industry standards and good industry practice.
- (b) The Supplier must ensure that all the Supplier's Personnel are appropriately trained, qualified, licensed, supervised, legally entitled to work and competent to perform the relevant Services.
- (c) The Supplier must promptly notify the Company of any actual or anticipated delay, non-

conformance, safety issue, quality issue, supply disruption, labour issue, insolvency risk, loss of accreditation or other matter that may affect the Supplier's ability to comply with these terms or with an Order.

6. Changes

- (a) The Company may reasonably request changes to specifications, drawings, samples, scope, packaging, shipment, methods of performance, timing or place of delivery.
- (b) Any adjustment to price or timing only applies if agreed in writing by the Company. No substitution of materials, personnel, parts, products, subcontractors or services may be made without the Company's prior written consent.
- (c) No charges for extras, disbursements, surcharges or additional work will be allowed unless ordered or approved in writing by the Company before those costs are incurred.

7. Specifications, Inspection and Acceptance

- (a) All Products ordered to the Company's specifications must comply with those specifications unless otherwise authorised in writing by the Company.
- (b) The Company may inspect, test, reject or require correction of any Goods or Services at any time. Payment, inspection, use or receipt of Goods or Services does not constitute acceptance and does not waive any right or remedy.
- (c) If Goods or Services are defective, late, incomplete or non-compliant, the Company may require the Supplier, at the Supplier's cost, to repair, replace, re-perform, collect, remove or refund the Products and may recover any reasonable additional costs incurred by the Company.
- (d) Rejected Goods will be returned to the Supplier at the Supplier's risk and expense unless the Company directs otherwise.

8. Price and Payment Terms

- (a) The Fees are fixed and inclusive of all costs, charges, expenses, packaging, delivery, duties and other amounts unless the Order expressly states otherwise or the parties otherwise agree.
- (b) No price increase, surcharge, disbursement, escalation, currency adjustment, rise and fall or additional charge applies unless approved in writing by the Company before it is incurred.
- (c) The Supplier must issue a valid invoice / tax invoice (where GST is applicable to the supply) that includes the correct Company entity, Order number, Supplier ABN, description of Products, applicable GST, supporting evidence and any other information reasonably required by the Company or by law no later than 30 days (or as

otherwise agreed in writing by the parties) after the relevant supply of Products or Services has been made to the Company.

- (d) The Company will pay correctly rendered and undisputed invoices within the payment period stated in the Order or, if no period is stated, within 30 days from receipt of a correctly rendered invoice.
- (e) The Company may withhold payment of disputed amounts and may set off any amount owed by the Supplier to the Company or any Americold Group entity.
- (f) If:
 - (i) the Supplier does not issue a valid invoice / tax invoice within 180 days of the date that the invoice was required to be issued pursuant to clause 8(c);
 - (ii) the failure of the Supplier to issue a valid invoice / tax invoice was not caused or materially contributed to by the Company; and
 - (iii) this clause cannot apply by law to a particular supply,

then the Supplier irrevocably waives and releases any right to claim, recover or receive that amount from the Company and the Company will have no liability for that amount.

9. GST

- (a) If a supply under this Agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the taxable supply, provided the supplier issues a valid tax invoice.
- (b) If a party is entitled to be reimbursed or indemnified, the amount to be reimbursed or indemnified does not include GST for which that party is entitled to an input tax credit or equivalent credit.

10. Product Warranty

- (a) Where Products are Goods, the Supplier must ensure and warrants that the Goods conform with all specifications, samples, descriptions and documentation; are new unless otherwise agreed; are fit for purpose; are of merchantable quality and good workmanship; are free from defects, contamination, liens and encumbrances; comply with all applicable Laws; and do not infringe any third party rights.
- (b) Where Products include software or technology, the Supplier warrants that the Products will operate in accordance with relevant documentation, be free from malicious code, disabling code and known security vulnerabilities, and be supplied with all rights and licences required for the Company to use them as intended.
- (c) These warranties are in addition to any warranties of broader scope and any rights the Company has under applicable Law.

11. Transfer and Pass-Through of Product Warranties

- (a) If Goods are manufactured, assembled, distributed, imported, resold, supplied or supported by a third party, the Supplier must obtain and pass through to the Company, the Americold Group and any Customer receiving or using the Goods the benefit of all manufacturer, distributor, importer, reseller, product, parts, equipment, software, maintenance, service, support and other warranties, guarantees, indemnities, service commitments and remedies relating to the Goods.
- (b) The Supplier must ensure that any third party warranty is capable of being relied on by the Company, the Americold Group and, where applicable, the relevant Customer or end user, without additional cost and without reducing the rights or remedies available to the Company under this Agreement or Law.
- (c) To the extent any warranty, guarantee, indemnity or remedy cannot be transferred or assigned, the Supplier must enforce it for the benefit of the Company, the Americold Group and any relevant Customer at the Supplier's cost and must cooperate with all warranty claims, recalls, technical investigations, replacements, repairs, credits, refunds and manufacturer escalations.
- (d) The Supplier must provide all warranty documents, product manuals, maintenance manuals, service records, serial numbers, registration details, warranty claim procedures, spare parts information and manufacturer support details reasonably required by the Company.
- (e) The Supplier remains directly liable to the Company for all warranties and obligations under this Agreement even if a manufacturer, distributor, importer, reseller or other third party also provides a warranty or remedy.

12. Services Warranties

- (a) Where Services are provided, the Supplier must and warrants that it will perform the Services with due care, skill and diligence; in a safe, lawful, timely and professional manner; using appropriately qualified and competent Personnel; in accordance with applicable Laws, Site requirements, industry standards, the Order and any reasonable directions of the Company.
- (b) The Supplier warrants that all Services will be fit for purpose, free from material defects or omissions, and meet or exceed any service levels or performance requirements notified by the Company.
- (c) Delivery and Packaging
- (d) Time is of the essence for delivery and performance.

- (e) Goods must be properly packed, labelled, marked, stored and transported to prevent damage, contamination, loss, deterioration or unauthorised access and to comply with all applicable Laws and Site requirements.
- (f) Shipments sent cash on delivery without the Company's written consent will not be accepted and will be at the Supplier's risk.

13. Risk and Title

- (a) Risk in Goods passes to the Company only on delivery and, where appropriate completion of the relevant Services at the location specified by the Company.
- (b) Title in Goods passes to the Company on the earlier of payment, delivery or incorporation into Company property, unless the Order states otherwise.
- (c) The Supplier must ensure that Goods and Company property are supplied free from any security interest, charge, lien, pledge, retention of title claim or other encumbrance.

14. No Lien

- (a) The Supplier must not claim, register, exercise or purport to exercise any lien, security interest, retention of title right or similar right over any Products, Company property, customer goods, documents, data, tools, equipment, vehicles, pallets, packaging, records or other property in the Supplier's possession or control.
- (b) This clause applies even if an amount is disputed or unpaid. The Supplier's remedy for payment is limited to a claim for the relevant undisputed amount properly due under this Agreement.

15. Company-Furnished Property

- (a) All Company property, including tools, equipment, documents, information, data, drawings, specifications, samples, packaging, pallets, crates, security cards, access credentials and customer property, remains the property of the Company or the relevant owner and must be used only for the purpose of performing the relevant Order.
- (b) The Supplier must protect Company property from loss, damage, misuse, contamination, unauthorised access and deterioration and must return, destroy or deliver it as directed by the Company.

16. Supplier Personnel and Site Access

- (a) The Supplier must and it must require its personnel and subcontractors to comply with the Supplier Code of Conduct. The Supplier must notify Americold of any actual or suspected breach of the Supplier Code of Conduct.

- (b) The Supplier must ensure that Supplier Personnel comply with all Site rules, induction requirements, security procedures, hygiene requirements, food safety requirements, technology access requirements, chain of responsibility requirements, visitor rules and reasonable directions of the Company or Customer at any Site.
- (c) The Company may refuse entry to, suspend access for, or require the immediate removal of, any Supplier Personnel from a Site if the Company reasonably considers that the person presents a safety, security, conduct, compliance, operational, food safety, confidentiality, Customer relationship or other business risk.
- (d) The Supplier is responsible for the acts and omissions of Supplier Personnel as if they were the Supplier's own acts and omissions.

17. Work Health and Safety

- (a) The Supplier must comply with all applicable work health and safety, occupational health and safety, electrical safety, dangerous goods, contractor management and workplace laws and must perform all work in a manner that protects the health and safety of workers, visitors, customers, Company Personnel, Customer personnel and the public.
- (b) The Supplier must maintain safe systems of work, risk assessments, safe work method statements, licences, permits, training records, incident records and other safety documentation appropriate to the Products.
- (c) The Supplier must immediately notify the Company of any incident, injury, near miss, hazard, dangerous occurrence, regulator contact, improvement notice, prohibition notice or notifiable incident connected with the Products or a Site. The Supplier must cooperate with all Company investigations and corrective actions.

18. Chain of Responsibility and Transport Compliance

- (a) If the Supplier provides, arranges or is involved in transport, freight, loading, unloading, scheduling, consigning, packing, warehousing, container handling, vehicle maintenance or any activity connected with heavy vehicles or transport, the Supplier must comply with all applicable chain of responsibility, road transport, fatigue management, mass, dimension, load restraint, vehicle standards, speed, driver licensing and transport safety laws.
- (b) The Supplier must not require or permit unsafe, unlawful or unreasonable transport activities and must promptly notify the Company of any matter that may affect safe or lawful transport operations.

- (c) The Supplier must retain evidence of compliance, including driver, vehicle, maintenance, load restraint, training and subcontractor records, and provide that evidence to the Company on request.

19. Transport Subcontractors - Loading, Unloading and Store Delivery Services

- (a) This clause applies where the Supplier or any subcontractor, carrier, driver, courier, freight provider or other transport provider performs or arranges loading, unloading, cross-docking, linehaul, local delivery, delivery to store, delivery to a Customer distribution centre, delivery to a Customer warehouse, return transport, pallet transfer, proof of delivery, temperature-controlled transport or other transport-related Services for or on behalf of the Company or a Customer.
- (b) The Supplier must ensure that all transport subcontractors and drivers comply with this Agreement, the relevant Order, all Customer delivery requirements, booking slot requirements, delivery window requirements, site induction requirements, driver conduct requirements, hygiene requirements, temperature control requirements, load restraint requirements, food safety requirements, pallet and returnable asset requirements, proof of delivery requirements and reasonable directions of the Company or Customer.
- (c) The Supplier must ensure that all loading, unloading and delivery to store activities are performed safely, lawfully and without damage to Products, pallets, equipment, vehicles, docks, racking, loading bays, stores, customer facilities or other property. The Supplier must ensure that Products are not left unattended, delivered to an unauthorised location, delivered outside agreed requirements, or handled in a way that may compromise product integrity, temperature control, food safety, chain of custody or Customer requirements.
- (d) The Supplier must ensure that drivers and transport subcontractors promptly report delivery exceptions, rejected loads, shortages, overages, temperature excursions, damaged Products, Customer complaints, access issues, missed delivery windows, unsafe unloading conditions, vehicle incidents, contamination risks, pallet discrepancies and any other issue that may affect the Company or Customer.
- (e) The Supplier remains fully responsible for all acts and omissions of transport subcontractors and drivers, including any failure to meet Customer delivery requirements or any loss, damage, contamination, delay, safety incident, regulatory breach, pallet loss, returnable asset loss, proof of delivery failure or Customer claim arising from loading, unloading or delivery activities.
- (f) The Supplier must not subcontract transport, loading, unloading or delivery to store Services

without the Company's prior written consent, and any consent may be conditional on the subcontractor meeting the Company's contractor management, insurance, safety, food safety, compliance, accreditation and Customer requirements.

20. Refrigeration, Ammonia and Dangerous Goods

- (a) If the Products involve refrigeration systems, cold storage equipment, ammonia, refrigerants, pressure vessels, dangerous goods, hazardous substances, electrical systems, mechanical systems or plant, the Supplier must comply with all applicable safety, environmental, dangerous goods, refrigeration, gas, electrical, pressure equipment and licensing requirements.
- (b) The Supplier must ensure that only appropriately qualified and authorised Personnel perform such work and that all work is undertaken in accordance with applicable standards, manufacturer requirements, permits, isolation procedures, lock-out/tag-out requirements and Site safety requirements.
- (c) The Supplier must immediately notify the Company of any leak, release, alarm, exposure, contamination, unplanned shutdown, regulator issue or unsafe condition involving refrigeration, ammonia, dangerous goods, hazardous substances or plant.

21. Food Safety, Food Defence, Biosecurity and Export Requirements

- (a) If the Products may affect food, packaging, ingredients, product handling, cold chain integrity, warehousing, hygiene, sanitation, pest control, cleaning, maintenance in food handling zones, export products, animal products or regulated goods, the Supplier must comply with all applicable food safety, hygiene, temperature control, allergen, contamination prevention, biosecurity, export, import and customer requirements.
- (b) The Supplier must cooperate with the Company in relation to customer audits, regulator audits, sanitary certification, export certification, traceability, recall, withdrawal, food defence, biosecurity investigations and corrective actions.
- (c) The Supplier must not do anything that may contaminate goods, compromise food safety, compromise temperature control, create a foreign matter risk, affect export eligibility, breach a customer requirement or compromise the Company's food safety certifications or accreditations.

22. Audit and Investigation

- (a) The Supplier must, on reasonable notice, permit the Company or an auditor appointed by the Company to access the Supplier's

Personnel, systems, facilities, books, records, data, documents, equipment and other property to the extent relevant to the performance of, and likely capacity to continue to perform, this Agreement.

- (b) Audit rights must be exercised reasonably, but the Company may require immediate access where it reasonably considers there is a safety, food safety, cyber security, regulatory, customer, product integrity or serious operational risk.
- (c) The Supplier must (and must require its subcontractors, agents and other third parties directly involved in the provision of the Products and Services):
 - (i) provide reports, certifications, licences, permits, safety documents, quality records, insurance evidence, ESG information, data security information, food safety records, transport compliance records and other information reasonably requested by the Company; and
 - (ii) co-operate fully with any investigation, audit, government inquiry, regulatory investigation, compliance review or customer inquire relating to the Products and Services provided by the Supplier.
- (d) The Supplier must require its subcontractors, agents and other third parties directly involved in the provision of the Products and Services to comply with this clause and the Supplier must assist the Company in conducting and obtaining any information from those parties as may be required by Americold under this clause.
- (e) The Supplier must promptly implement any corrective action or remediation plan (or similar plan) reasonably required by Americold following an audit, assessment or compliance review.

23. Modern Slavery, Anti-Bribery, Sanctions and Trade Compliance

- (a) The Supplier must comply with all applicable modern slavery, forced labour, child labour, human trafficking, workplace entitlement, anti-bribery, anti-corruption, fraud, sanctions, export control, import control, customs and trade compliance Laws.
- (b) The Supplier must take reasonable steps to identify, assess and address modern slavery and serious labour rights risks in its operations and supply chains and must notify the Company promptly of any actual or suspected breach connected with the Products.
- (c) The Supplier must not offer, pay, request or accept any bribe, secret commission, recruitment fees, security deposits facilitation payment, kickback, improper gift or other improper charge or benefit in connection with

the Company or an Order or as a condition of employment to its employees.

24. Mutual Confidentiality

- (a) Each party must keep confidential all non-public information disclosed by or on behalf of the other party which is identified as confidential or which a reasonable person would understand to be confidential.
- (b) The Supplier must keep confidential all non-public information relating to the Company, the Americold Group, customers, employees, operations, Sites, systems, pricing, contracts, business plans, data and this Agreement.
- (c) Confidential Information may only be used for the purpose of performing this Agreement and may only be disclosed to Personnel who need to know it and who are subject to confidentiality obligations.
- (d) The confidentiality obligations survive expiry or termination of this Agreement.

25. Rights in Developments and Intellectual Property

- (a) Each party retains ownership of intellectual property owned by it before the relevant Order or developed independently of the Order.
- (b) All intellectual property, materials, documents, reports, designs, specifications, software configurations, data, drawings, procedures, training materials, deliverables and other works created specifically for the Company in connection with an Order vest in the Company on creation, to the extent permitted by Law.
- (c) To the extent any Supplier intellectual property is embedded in, required to use, or necessary to obtain the benefit of any Products, the Supplier grants the Company and the Americold Group a perpetual, irrevocable, worldwide, royalty-free, transferable licence to use that intellectual property for their business purposes.
- (d) The Supplier warrants that it is entitled to grant the rights and licences in this clause and that the Products do not infringe third party Intellectual Property Rights.

26. Promotion

The Supplier must not use the Company's name, logo, trade marks, customer names, Site names or relationship with the Company in advertising, marketing, public announcements, case studies, media releases or social media without the Company's prior written consent.

27. Privacy and Data Protection

- (a) Each party must comply with all applicable Privacy Laws.
- (b) The Supplier must implement appropriate technical, organisational and physical controls

to protect Company data and Personal Information against loss, misuse, unauthorised access, unauthorised disclosure, interference, modification, cyber incident, corruption and destruction.

- (c) The Supplier must immediately notify the Company of any actual or suspected cyber incident, data breach, unauthorised access, compromise of credentials, ransomware event, phishing incident, system outage affecting the Company, or loss of Company data or Personal Information. The Supplier must cooperate with Company investigations, notifications, containment and remediation steps.
- (d) The Supplier must:
 - (i) not transfer Personal Information outside the country of collection without complying with the applicable privacy laws and implementing appropriate transfer safeguards;
 - (ii) not engage a third-party processor or subprocessor with access to Company data without Americold's prior written consent; and
 - (iii) complete information security assessments or questionnaires reasonably requested by Americold and remediate material deficiencies identified during such assessments.

28. AI and Data Use Restrictions

- (a) The Supplier must not input, upload, disclose, train, tune, test, process or otherwise use any Company data, Confidential Information, Personal Information, customer information, Site information, operational information or Americold materials in any artificial intelligence system, machine learning model, public generative AI tool, analytics platform or automated decision-making system without the Company's prior written approval.
- (b) The Supplier must not use AI tools in performing Services where use of those tools may compromise confidentiality, privacy, intellectual property rights, cyber security, regulatory compliance, safety, food safety, customer requirements or the accuracy of deliverables.
- (c) If the Company approves AI use, the Supplier must comply with any conditions imposed by the Company, including human review, auditability, data segregation, no model training, record keeping and disclosure of AI-generated outputs.

29. Business Continuity and Disaster Recovery

- (a) The Supplier must maintain business continuity, disaster recovery and incident response arrangements appropriate to the nature and criticality of the Products.

- (b) The Supplier must promptly notify the Company of any event that may materially disrupt supply, including system outages, cyber incidents, industrial action, equipment failure, site closure, staffing shortages, transport constraints, supply chain disruption, loss of accreditation, regulator intervention or force majeure event.
- (c) For critical or recurring Services, the Supplier must, on request, provide the Company with a summary of its business continuity and disaster recovery arrangements and participate in reasonable continuity planning with the Company.

30. ESG, Sustainability and Ethical Sourcing

- (a) The Supplier must comply with all environmental Laws and use reasonable endeavours to minimise environmental harm, waste, emissions, packaging, energy use, water use and inefficient use of resources in connection with the Products.
- (b) The Supplier must provide reasonable ESG, emissions, waste, recycling, packaging, labour standards, ethical sourcing and sustainability information requested by the Company for customer, investor, regulatory or internal reporting purposes.
- (c) The Supplier must not make environmental, sustainability, carbon, recycling, ethical sourcing or similar claims in relation to the Products unless those claims are accurate, substantiated and not misleading.

31. Contractor Management and Accreditations

- (a) The Supplier must comply with any contractor management, prequalification, induction, verification, licensing, vaccination, training, food safety, safety management, customer accreditation, Site access or vendor management system required by the Company.
- (b) The Supplier must ensure that all licences, permits, qualifications, insurances, accreditations and registrations required for the Products remain current throughout the term of the relevant Order.
- (c) The Company may suspend an Order, withhold access or refuse performance if the Supplier or Supplier Personnel do not satisfy applicable contractor management or accreditation requirements.

32. Indemnification

- (a) The Supplier indemnifies the Company, the Americold Group, their Personnel and customers against all loss, damage, liability, cost, expense, claim, penalty, fine and proceeding arising out of or in connection with: breach of this Agreement or an Order; defective or non-compliant Products; negligence or wilful

- misconduct; personal injury or death; property damage; breach of Law; breach of confidentiality, privacy or data security; intellectual property infringement; modern slavery, bribery or sanctions breach; food safety, biosecurity or export issue; WHS or chain of responsibility breach; transport, loading, unloading or delivery to store activities; and acts or omissions of Supplier Personnel.
- (b) The indemnity is reduced to the extent the loss is directly caused by the Company's wilful misconduct or fraud, but is not reduced merely because the Company approved, inspected or paid for Products.

33. Liability

- (a) Neither party is liable to the other for indirect or consequential loss, loss of profit, loss of revenue, loss of goodwill or loss of business opportunity, except to the extent the loss arises from fraud, wilful misconduct, confidentiality breach, privacy breach, cyber security breach, intellectual property infringement, personal injury, death, property damage, modern slavery breach, bribery or sanctions breach, or liability that cannot be excluded by Law.
- (b) Any limitation of the Supplier's liability does not apply to amounts recoverable under insurance required by this Agreement, indemnities, personal injury, death, property damage, confidentiality, privacy, cyber security, intellectual property, modern slavery, bribery, sanctions, fraud, wilful misconduct, WHS, chain of responsibility, food safety, biosecurity, transport, loading, unloading, delivery to store, product warranty transfer or regulatory compliance obligations.

34. Insurance

- (a) The Supplier must, at its own cost, obtain and maintain the following insurance policies with reputable insurers, for amounts in Australian dollars and be for a period equal to the Term (plus 7 years for professional indemnity type insurance):
- (i) public liability insurance for an amount not less than \$20 million per occurrence and in the annual aggregate;
 - (ii) products liability insurance for an amount not less than \$20 million per occurrence and in the annual aggregate;
 - (iii) professional indemnity insurance for an amount not less than \$5 million per claim and not less than \$10 million in the annual aggregate;

- (iv) for any agreements that relate to the provision of transport services, carrier liability insurance and goods in transit insurance for a minimum of \$500,000 per load;
- (v) if in relation to Australian Agreements, Workers' Compensation insurance compliant with the requirements of the State in which the Services are performed;
- (vi) if in relation to New Zealand Agreements, confirmation and evidence that the relevant ACC levy has been paid;
- (vii) for any agreements that relate to the provision of technology related Products or Services - Technology Errors and Omissions Liability insurance covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, and including coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to, a computer, computer system, network, or similar computer-related property and the data, software and programs used thereon, as well as cyber liability and privacy, in an amount of at least \$6,000,000 in the aggregate. Coverage will include unauthorized disclosure of private, personal or corporate information;
- (viii) for any agreements that relate to the provision of technology related Products or Services - a Network Security/Privacy Liability/Cyber Coverage policy for third party and first party coverage in an amount not less than \$10,000,000 per occurrence or per claim which is acceptable to the Company (acting reasonably);
- (ix) any other insurance or cover that is required by Law or would be effected and maintained by a supplier in the position of the Supplier having regard to its obligations and liability under this Agreement, such as workers compensation insurance.

- (b) The Supplier must provide the Company with certificates of insurance evidencing the insurances held by the Supplier annually (as a minimum) and when requested by the Company.
- (c) The Supplier will not cancel, fail to renew, reduce, or otherwise change the insurance afforded under the above policies, during the Term and any holding over period.

35. Assignment and Subcontracts

- (a) The Supplier must not subcontract, assign, novate, transfer or otherwise deal with any Order, this Agreement or any right to payment without the Company's prior written consent.
- (b) The Supplier remains responsible for all acts and omissions of subcontractors and must ensure subcontractors comply with obligations equivalent to those imposed on the Supplier.
- (c) The Company may assign, novate or transfer any Order or this Agreement to any Americold Group entity, purchaser of a business or assets, successor or financier, and may purchase for the benefit of any Americold Group entity.

36. Compliance with Laws

- (a) The Supplier must:
 - (i) at all times comply with all applicable Laws. Any provision required to be part of this Agreement by Law is incorporated by reference; and
 - (ii) maintain policies, procedures, controls, training, and oversight reasonably designed to ensure compliance with applicable laws, anti-corruption requirements, sanctions regulations, labour standards, human rights requirements, privacy laws, cybersecurity obligations, and modern slavery legislation.
- (b) The Supplier must submit all supporting documentation, reports, certifications (including certifying compliance with this clause) and other documents required by Law or reasonably requested by the Company.
- (c) The Supplier must provide all product information, safety data sheets, handling information, compliance certificates, warranty information and other information related to the Products as may be required by Law or reasonably requested by the Company.

37. Suspension and Step-in

- (a) The Company may suspend an Order, require the Supplier to stop work, require corrective action, remove Supplier Personnel, engage an alternate supplier or take other reasonable action if the Company considers that there is a safety, security, food safety, cyber security,

regulatory, customer, transport, loading, unloading, delivery, product integrity, operational or continuity risk.

- (b) The Supplier must cooperate with any suspension, investigation, corrective action, step-in or transition arrangement and must not charge additional amounts unless expressly approved by the Company.

38. Termination

- (a) The Company may terminate any Order or this Agreement for convenience by giving 30 days written notice, or immediately before delivery or commencement of Services where the Order has not yet been materially performed.
- (b) The Company may terminate immediately by written notice if the Supplier commits a material breach, fails to remedy a remediable breach within the period specified by the Company, becomes insolvent, loses a required licence or accreditation, creates a serious safety, transport or food safety risk, breaches confidentiality, privacy, cyber security, modern slavery, anti-bribery, sanctions or trade compliance obligations, or otherwise presents an unacceptable risk to the Company or any Customer.
- (c) The Supplier may terminate an ongoing Order only if the Company fails to pay an undisputed amount when due and fails to remedy that failure within 10 Business Days after receiving written notice from the Supplier.

39. Consequences of Expiry or Termination

- (a) On expiry or termination, the Supplier must stop work as directed, deliver all completed Goods and deliverables requested by the Company, return or destroy Company Confidential Information and Company property, provide reasonable transition assistance and submit a final invoice for approved Products properly supplied up to the effective date of termination.
- (b) Termination does not affect accrued rights or obligations. Clauses that by their nature should survive termination survive, including confidentiality, privacy, cyber security, AI restrictions, intellectual property, warranty transfer, audit, indemnity, liability, payment, records, governing law and dispute resolution.

40. Disputes

- (a) A party claiming that a dispute has arisen must give the other party written notice describing the dispute. The parties must use reasonable endeavours to resolve the dispute promptly through commercial escalation.
- (b) Nothing prevents a party from seeking urgent interlocutory or injunctive relief, exercising termination rights, suspending work for safety or compliance reasons, or taking steps required by Law or a regulator.

41. Governing Law

- (a) For an Australian Agreement, this Agreement and each Order are governed by the laws of New South Wales, Australia, unless the Order states another Australian State or Territory. The parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction and courts competent to hear appeals from those courts.
- (b) For a New Zealand Agreement, this Agreement and each Order are governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand and courts competent to hear appeals from those courts.

42. Waiver

A waiver is effective only if given in writing and signed by the party granting the waiver. A failure or delay in exercising a right is not a waiver. A single or partial exercise of a right does not prevent further exercise of that right or the exercise of any other right.

43. Severability

If any provision is invalid, illegal or unenforceable, it must be read down to the minimum extent necessary to make it valid, or severed if it cannot be read down, and the remainder of this Agreement continues in force.

44. Relationship

The Company and the Supplier are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary, agency or representative relationship between the parties.