



THAT'S AMORE CHEESE PTY LTD

A.B.N. 48 158 420 154

66 LATITUDE BLVD  
THOMASTOWN VIC 3074

TEL: (03) 9463 4211 FAX: (03) 9463 4299

## Parties to this Milk Purchase Agreement

### **PURCHASOR:**

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

### **SELLER:**

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



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## **That's Amore Cheese Pty Limited - 3 Year Exclusive Milk Purchase Agreement**

### **NOTES:**

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

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

### **1) Statement of Circumstances**

**The statement of circumstances for each published standard form milk purchase agreement should collectively cover all the circumstances in which the Processor intends to purchase milk in the coming financial year.**

**That's Amore Cheese Pty Limited is prepared to enter into milk purchase agreements with farmers, where the following circumstances apply to that Farmer:**

- 1.1) Farms would need to be in That's Amore Cheese designated collection region.**
- 1.2) Milk meets That's Amore Cheese Milk quality standards, including:**
  - o Historical milk quality of Premium Grade standard; and
  - o Daily minimum collection of not less than 400ltrs.
- 1.3) Farm is approved to That's Amore Cheese Food Safety Program standards, including:**
  - o Holding a current Dairy Food Safety Victoria dairy licence.
  - o Milk tanker access; and
  - o Work health & Safety requirements.
- 1.4) Milk supply is exclusive to That's Amore Cheese for the 3-year term of the Agreement.**

### **Key Information**

|                    |                  |
|--------------------|------------------|
| <b>Term</b>        | <b>3 Years</b>   |
| <b>Supply Type</b> | <b>Exclusive</b> |



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## **2) Milk Purchase Agreements (MPA), Minimum Price and Fees**

A Farmer may choose to supply Milk to That's Amore Cheese under an Exclusive Milk Purchase Agreement (MPA) for 1, 2 or 3 years.

In an Exclusive MPA the Farmer agrees to supply, and That's Amore Cheese agrees to purchase the Exclusive Volume.

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

### **2.1 Minimum Price Statement**

The Minimum Price Statement below is provided pursuant to Section 26 of the Dairy Code of Conduct.

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

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

### **2.2 Exclusive Milk Purchase Agreement (MPA) Minimum Milk Price - Schedule**

The Exclusive Volume Milk Price (at Butterfat and Protein Rates) in the table is considered to be the minimum price payable to the Farmer for milk supplied (a schedule of monthly minimum prices) pursuant to Section 26 of the Dairy Code of Conduct supplying That's Amore Cheese under an Exclusive MPA.

**2.3 The Minimum monthly Price Schedule as shown in the tables below is benchmarked against the LEADING DOMESTIC EXCLUSIVE MPA price schedule as published at the beginning of each financial year. A 3 YEAR SUPPLY TENURE PAYMENT of \$0.18 per Kg butterfat and \$0.22 per Kg Protein will be paid monthly (over and above the minimum monthly price) for the duration of this MPA.**



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| Month     | Financial Year (FY) 2024<br>Exclusive Volume Milk Price |              | Financial Year (FY) 2025 Exclusive<br>Volume Milk Price |              | Financial Year (FY) 2026 Exclusive<br>Volume Milk Price |              |
|-----------|---|--------------|---|--------------|---|--------------|
|           | Butterfat Rate  | Protein Rate | Butterfat Rate  | Protein Rate | Butterfat Rate  | Protein Rate |
|           | \$ per kg   | \$ per kg    | \$ per kg   | \$ per kg    | \$ per kg   | \$ per kg    |
| July      | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| August    | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| September | \$8.31  | \$10.23      | \$8.31  | \$10.23      | \$8.31  | \$10.23      |
| October   | \$8.31  | \$10.23      | \$8.31  | \$10.23      | \$8.31  | \$10.23      |
| November  | \$8.31  | \$10.23      | \$8.31  | \$10.23      | \$8.31  | \$10.23      |
| December  | \$8.31  | \$10.23      | \$8.31  | \$10.23      | \$8.31  | \$10.23      |
| January   | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| February  | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| March     | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| April     | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| May       | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |
| June      | \$9.80  | \$12.05      | \$9.80  | \$12.05      | \$9.80  | \$12.05      |

## 2.4 That's Amore Cheese Fees and Charges

The Fees and Charges table below is considered to be Fees for Service payable by to the Farmer to That's Amore Cheese for milk supplied pursuant to Section 29 of the Dairy Code of Conduct.

### 2.4.1 Milk quality Fees

The Milk Quality Fees table below apply for Financial Years 2024, 2025 and 2026.

| Quality           | Grade A  | Grade B  | Grade C  | Inferior  | Reject        |
|-------------------|--|--|--|---|---------------|
| Milk Quality Fees | 0% Fee charged to Farmer on the value of milk supplied | 2.5% Fee charged to Farmer on the value of milk supplied | 5.0% Fee charged to Farmer on the value of milk supplied | 25% Fee charged to Farmer on the value of milk supplied | <b>REJECT</b> |

### 2.4.2 Stop Charge

Stop Charge means the fee payable by the Farmer to That's Amore Cheese for each collection of milk. The Stop Charge for Financial Years 2023, 2024 and 2025 is \$75.00.



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**3) – EXECUTION**

Executed as an agreement.

Signed for and on behalf of That's Amore Cheese PTY Limited by its duly authorised representative:

Signature of authorised representative

Name of authorised representative

GIORGIO LINGUANTI

Position of authorised representative

Managing Director

Date: 24/04/2023

Signed for and on behalf of the Supplier by its duly authorised representative:

.....

Signature of authorised representative

.....

Name of authorised representative

.....

Position of authorised representative

.....

Date



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## **STANDARD TERMS AND CONDITIONS**

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

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this MPA:

**ABN** means Australian Business Number;

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

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

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

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

**End Date** means the end date of the agreement;

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

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

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

**Mediation Adviser** means the person appointed as mediation adviser under section 44 of the Dairy Code by the Minister for Agriculture, Drought and Emergency Management (Federal);

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

**Minimum Price** means the minimum price for Milk calculated in accordance with clause 2.3 of this document;

**MPA** means this Milk Purchase Agreement;

**Quality Requirements** means the quality requirements for milk that fall within the specifications set out in Schedule 3 of this MPA;

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



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## **2. Dairy Code**

If the Dairy Code is inconsistent in any way with this MPA, that part of this MPA is severed and the rest of this MPA remains in force.

## **3. TERM**

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

## **4. COOLING-OFF PERIOD**

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

## **5. PURCHASING THE MILK**

- (a) You agree to sell Milk to us, and we agree to buy Milk from you, for the Supply Period in accordance with the terms and conditions of this MPA.
- (b) For the avoidance of doubt, if this MPA is terminated before the end of the Supply Period, it will continue to apply to all Milk supplied by you to us up to and including the date on which the termination takes effect.

## **6. EXCLUSIVE SUPPLY**

You will supply us with Milk on an exclusive basis, which means that you will supply us with all of your Farm's Milk during the Supply Period, except Personal Use Milk.

## **7. COMPLIANT OPERATION OF THE FARM**

### **7.1 Compliance with laws etc.**

- (a) You must operate the Farm in compliance with this MPA, all applicable laws, regulations, codes of practice and good industry practice for:
  - (i) the production, storage and supply of milk;
  - (ii) animal health, welfare and husbandry;
  - (iii) environmental management and stewardship;
  - (iv) work health and safety; and
  - (v) milk quality.
- (b) You must ensure that all Milk that you supply to us complies with all applicable laws, regulations and codes of practice.



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## **8. COSTS OF OPERATION**

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

## **9. QUALITY REQUIREMENTS**

You must ensure that the Milk meets the Quality Requirements (**see Schedule 4**).

## **10. COLLECTION**

### **10.1 Responsibilities regarding collection**

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

### **10.2 Non-Collection**

**We will not be obliged to collect Milk from the Farm in circumstances including:**

- (a) when it is not safe to do so due to:
- (b) adverse weather conditions;
- (c) road access issues, specifically a lack of adequate road access to the Farm;
- (d) government authorities restricting access to the Farm for public health or safety reasons or the tanker being unable to access the Farm for any other reason; or

**When the Milk is contaminated or unsuitable for collection.**

- (a) We will not be liable to you for any loss suffered or incurred by you if and when we do not collect, or refuse to collect, Milk from the Farm in accordance with clause 10.2(a) of this Schedule.





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### **11. OWNERSHIP AND RISK**

#### **11.1 Ownership and risk**

- (a) You warrant that you own the Milk free of any mortgage, charge or other security interest and that you have the right to supply the Milk to us.
- (b) Ownership of and risk in the Milk transfers to us once the Milk has passed tests on collection and the Milk is loaded into our, or our representative's milk tanker at the Farm and the milk tanker has left the Farm. For clarity, ownership of and risk in the Milk, does not pass to us and remains with you if we do not collect, or refuse to collect, the Milk under clause 10.2 of this Schedule.

### **12. SAMPLING PROCEDURE, TESTING AND VOLUME ACCURACY**

- (a) We will take samples of the Milk in accordance with dairy industry standards.
- (b) We will test, or arrange for the testing, of the samples of Milk in accordance with dairy industry standards
- (c) We will give you written notice of the results of those tests, as soon as practicable after we test the Milk.
- (d) We will measure volume accuracy of the Milk you supply in accordance with dairy industry standards.
- (e) We will provide you with written statements about the Milk in accordance dairy industry standards.

### **13. QUALITY AND QUANTITY OF MILK**

#### **13.1 Notice of non-compliance with Quality Requirements**

- (a) If you have reason to believe at any time during the Supply Period that the Milk does not meet our Quality Requirements, then you must notify us as soon as you have reason to be concerned.
- (b) On the first occasion in a year of the Supply Period that you notify us prior to collection that you do not believe that the Milk meets the Quality requirements and we elect not to collect the Milk, we will pay you the Base Rate component of the Minimum Price for the volume of Milk we have elected not to collect.

#### **13.2 Supply of contaminated Milk**

- (a) If you supply Milk that is contaminated, then:
- (i) we may not pay you for that Milk;
  - (ii) you may be held responsible for the total volume of milk (including any Milk) that we lose in the tanker or in our processing system where that milk has been contaminated by the contaminated Milk that you supply; and



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- (iii) we may recover from you the costs of disposal of such contaminated milk and any other costs arising out of the contamination.

Contaminants may include antibiotics, blood, high microbial counts, and agricultural or veterinary chemicals.

### 13.3 Rejection of Milk

- (a) We may either reject your Milk (before or after collection) and/or suspend collection of your Milk if it does not meet any of the Quality Requirements or Quantity Requirements.
- (b) If we reject your Milk (before or after collection) and/or suspend collection of your Milk under clause 13.2(a) of this Schedule, we will provide you, as soon as practicable, written notice of:
  - (i) the reasons for the rejection or suspension;
  - (ii) the consequences of the rejection or suspension and any associated costs for you to pay; and
  - (iii) any action plan we require you to implement to ensure continuous improvement and to avoid future rejections or suspensions.
- (c) We will not be liable to pay you for Milk that we have rejected or refused to collect in accordance with this MPA.

### 13.4 Other acts of non-compliance

- (a) If you do not comply with any other terms of this MPA (other than in relation to the Quality Requirements and the Quantity Requirements) then you must inform us as soon as practicable after you become aware of the non-compliance.
- (b) For all acts of non-compliance of which you inform us under clause 13.4(a) of this Schedule or of which we become aware (excluding any acts of non-compliance in relation to the Quality Requirements and Quantity Requirements) we may:
  - (i) provide you with notice to remedy the non-compliance within a reasonable time frame; and
  - (ii) suspend collecting Milk from the Farm until such time as we are satisfied that you have remedied the non-compliance.

## 14. PAYMENTS

### 14.1 Price

We will pay you the Minimum Price for Milk that you supply to us each month.



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### **14.2 Payment for supply**

We will pay you by electronic funds transfer to your nominated bank account (as verified by That's Amore Cheese) on the 15th day of the month following the month of supply. If the 15th day falls on a weekend or public holiday, payment will be made on the Business Day before the 15th.

## **15. AUDITS**

### **15.1 Right to audit**

Upon reasonable notice, we (or an independent third party that we appoint) may access and review any records and farm practices and procedures to determine whether you are complying with this MPA.

### **15.2 Non-compliance**

If you are found not to be complying with this MPA, then we will provide you with notice in accordance with clause 14.1 of this Schedule and provide you with reasonable opportunity to remedy the concerns.

### **15.3 Audit costs**

Costs of audits will be determined by mutual agreement.

## **16. GST**

### **16.1 Definitions**

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

### **16.2 No GST**

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

### **16.3 Pay GST**

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

### **16.4 Assisting in claiming GST**

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

### **16.5 ABN**

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

### **16.6 Recipient created tax invoices**



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

### **17. INDEMNITY**

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

### **18. FORCE MAJEURE**

#### **18.1 Force Majeure Event**

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

### **19. RECORDS**

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

### **20. RESOLVING DISPUTES**

#### **20.1 Complaint handling procedure**

If either party has a complaint about or in connection with this MPA (Complaint) then that Complaint must be dealt with in accordance with clauses 20.2 to 20.5 of this Schedule or, if that fails, by mediation in accordance with clauses 20.6 to 20.12 of this Schedule.

#### **20.2 Notice details**

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

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



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### **20.3 Response**

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

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

### **20.4 Procedure**

- (a) Within 14 days after receipt of a Complaint Notice, the Complainant and the Respondent must meet to attempt to resolve the Complaint.
- (b) If, within 28 days of receipt of a Complaint Notice, the Complaint remains unresolved,

the Complaint must be referred, at the request of either party, to a Senior Executive of ours (or their nominee) to meet with the complainant and the respondent to attempt to resolve the Complaint.

- (c) The Complainant may at any time withdraw the Complaint by notice in writing to the Respondent.

### **20.5 Unresolved Complaint**

If, within 60 days after the Acknowledgement was given to the complainant, the Complaint remains unresolved, then either party may take action to have the Complaint resolved by mediation in accordance with clauses 20.6 to 20.12 of this Schedule.

### **20.6 Mediation**

- (a) The parties must request that the Mediation Adviser appoint a mediator for the dispute.
- (b) The Mediation Adviser:
  - (i) must appoint a mediator within 14 days after receiving the request under clause 20.6(a) of this Schedule unless the Mediation Adviser is satisfied that the Complaint giving rise to the dispute:
  - (ii) is frivolous or vexatious; or
  - (iii) has previously been the subject of another mediation; and
  - (iv) must give the parties to the dispute, in writing, details of the mediator appointed.

### **20.7 Conduct of mediation**

- (a) Subject to clause 20.7(b) of this Schedule, the mediator must decide:
  - (i) how the mediation is to be conducted (for example, by telephone or in meetings);



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- (ii) the time and place for the mediation; and
  - (iii) the day the mediation commences for the purposes of this MPA.
- (b) The mediation must be conducted in Australia

### 20.8 Notice of commencement of mediation

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

### 20.9 Attendance at mediation

- (a) Each party to the dispute must attend the mediation and attempt to resolve the dispute.
- (b) For the purposes of clause 20.9(a) of this Schedule, a party is taken to attend a mediation to attempt to resolve a dispute if the party is represented at the mediation by a person who has authority to enter into an agreement to settle the dispute on behalf of the party.

### 20.10 Notice of successful mediation

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

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

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

### 20.11 Termination of mediation

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



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- (c) If the mediator terminates a mediation under clause 20.11(a) or (b) of this Schedule, the mediator must issue a certificate stating:
  - (i) the names of the parties to the mediation;
  - (ii) the nature of the dispute that was the subject of the mediation;
  - (iii) that the mediation has been terminated; and
  - (iv) that the dispute has not been resolved.
- (d) The mediator must give a copy of the certificate to:
  - (i) the Mediation Adviser; and
  - (ii) each party to the dispute.

### **20.12 Costs of mediation**

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

### **20.13 Court proceedings**

The parties must comply with this clause 19 before commencing court proceedings in relation to a Complaint or a dispute between the parties in relation to or arising under this MPA, except proceedings for urgent interlocutory or final relief. If a dispute is not resolved by mediation, then, either party may, if it wishes, commence court proceedings.

### **20.14 Interlocutory relief**

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

### **20.15 Ongoing obligations**

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

## **21. TERMINATION**

### **21.1 Grounds for immediate unilateral termination by you**

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

### **21.2 Grounds for immediate unilateral termination by us**

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



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- (i) a material breach of this MPA which is not remedied within 30 days after receiving written notice from us requiring you to do so;
- (ii) a material breach of the Quality Requirements;
- (iii) a material breach of the Quantity Requirements;
- (iv) a material breach of applicable State or Federal legislation.

### 21.3 Process for termination

- (a) If a party terminates this MPA under clause 21.1 or 21.2, then that party will provide the other party, as soon as practicable, with written notice of:
  - (i) the termination;
  - (ii) the reasons for the termination; and
  - (iii) the day the termination takes effect.

### 21.4 Mutual termination

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

### 21.5 No loss of rights

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

## 22. GENERAL

### 22.1 Nature of obligations

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

### 22.2 Entire terms and conditions

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

### 22.3 No waiver

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





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A.B.N. 48 158 420 154

66 LATITUDE BLVD  
THOMASTOWN VIC 3074

TEL: (03) 9463 4211 FAX: (03) 9463 4299

### 22.4 Severability

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

### 22.5 No assignment

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

### 22.6 Costs

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

### 22.7 Governing law and jurisdiction

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

### 22.8 No agency, joint venture or partnership

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

### 22.9 Variation

- (a) Mutual variation

This MPA may only be varied by the parties agreeing in writing to such variation, subject to clause 22.9(b) of this Schedule. No variation can be made if it would contravene the Dairy Code.

- (b) Variation by us

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

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

If we unilaterally vary this MPA, we will provide you, as soon as practicable, with written notice of:

- (i) the variation;
- (ii) the reasons for the variation; and



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(iii) the day the variation takes effect.

(c) Variation which increases Minimum Price

An increase in the Minimum Price payable to you constitutes a variation to this MPA and the Dairy Code requires that you agree to the payment of the increase. We will notify you of the increase in the Minimum Price and at the same time advise you how you can agree to that price increase and, if you do not agree in the manner and in the time set out in our notice, then you shall be deemed to have accepted that increase in the Minimum Price.

(d) Variation by you

You are unable to unilaterally vary this MPA.

### 22.10 Confidentiality

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

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

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

### 22.11 Privacy

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

### 22.12 Notices

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

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



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### **22.13 Trustees**

- (a) Unless you have told us that you are the trustee of a trust, you warrant that you are entering into this MPA in your own capacity.
- (b) If you have told us you are entering into the MPA as a trustee, you are entering into this MPA on your own behalf and on behalf of the trust and you warrant to us that you:
  - (i) have entered this MPA for the trust's benefit and purpose and have arranged any required approvals for the trust's property to be bound to this MPA;
  - (ii) have the power under the trust deed to enter into this MPA, to fulfil your obligations under this MPA, and to use the assets of the trust to pay any amount required in connection with this MPA; and
  - (iii) acknowledge and agree that we are entering into this MPA on the basis that each of the warranties in this clause 21.13 of this Schedule are true and correct and will remain true and correct throughout the term of this MPA.

### **22.14 Execution**

- (a) This MPA may be executed in any number of counterparts, each executed by one or more parties.
- (b) This MPA may be executed electronically by any party, or all parties, using an Approved Platform or by returning a fully signed copy of this MPA to us at the address set out in Schedule A by way of registered mail. Any electronic copy of this document so signed will constitute an executed original counterpart. Any hard copy of this document so signed and returned to us will constitute an executed original counterpart.
- (c) All counterparts together will be taken to constitute one MPA.
- (d) This MPA will be deemed to have been validly entered into and will be final and binding once all parties have signed even if one or more parties sign electronically using an Approved Platform.
- (e) Each party who signs this MPA using the Approved Platform is bound by, has complied with and will comply with any terms and conditions of the Approved Platform, in relation to the execution of this document.
- (f) This clause 22.14 does not limit the ways the party may execute this document.



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## **MILK PURCHASE AGREEMENT**

### SCHEDULE 1 – KEY TERMS

#### **DAIRY FARMER**

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

#### **SHAREFARMER (if applicable)**

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

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**THAT'S AMORE CHEESE**

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

|   |   |
|---|---|
| <b>Agreement Start Date:</b>            | Upon date of signing by both parties  |
| <b>Agreement End Date:</b>              | 30/06/2026  |
| <b>Milk Collection Start Date:</b>      | 01/07/2023  |
| <b>Milk Collection End Date:</b>        | 30/06/2026  |
| <b>Exclusive Volume Milk Price:</b>     | As per Schedule 2 of this Agreement   |
| <b>Milk Quality:</b>                    | As per Schedule 3 of this Agreement   |
| <b>Pick Up Intervals:</b>               | Daily or Skip a Day (as required)   |
| <b>Payment Intervals:</b>               | Monthly   |
| <b>Payment Terms:</b>                   | By the 15 <sup>th</sup> day after the end of each month or before if the 15 <sup>th</sup> falls on a week end or Public Holiday |
| <b>Farm Address:</b>                    |   |
| <b>Dairy Licence #</b>                  |   |
| <b>Collection Instructions (if any)</b> | Nil   |
| <b>Farm Number</b>                      |   |



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## MILK PURCHASE AGREEMENT

### SCHEDULE 2 - MINIMUM PRICE

The Exclusive Volume Milk Butterfat and Protein Prices in the table below are the minimum prices payable to the Farmer (a schedule of monthly minimum prices) pursuant to clause 26 of the Dairy Industry Code.

| Milk Price (Exclusive GST)              |                     | Financial Year 1 July 2023 30 June 2024  |          |          |          |          |          |          |          |          |          |          |          | Published 02 June 2023 |
|---|---------------------|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------------------|
| Region                                  |                     | Victoria   |          |          |          |          |          |          |          |          |          |          |          |                        |
| Month                                   |                     | Jul  | Aug      | Sep      | Oct      | Nov      | Dec      | Jan      | Feb      | Mar      | Apr      | May      | Jun      |                        |
| Days                                    |                     | 31   | 31       | 30       | 31       | 30       | 31       | 31       | 29       | 31       | 30       | 31       | 30       |                        |
| Exclusive Volume Milk Price             | \$ per kg Butterfat | \$ 9.80  | \$ 9.80  | \$ 8.31  | \$ 8.31  | \$ 8.31  | \$ 8.31  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  |                        |
| Exclusive Volume Milk Price             | \$ per kg protein   | \$ 12.05   | \$ 12.05 | \$ 10.23 | \$ 10.23 | \$ 10.23 | \$ 10.23 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 |                        |
| Milk Quakity Fees                       |                     | As per Schedule 3  |          |          |          |          |          |          |          |          |          |          |          |                        |
| Stop Charge                             |                     | As per Schedule 3  |          |          |          |          |          |          |          |          |          |          |          |                        |
| Dairy Produce Levy (GST not applicable) |                     | Applicable to all milk and Deducted at each billing at the rates stipulated by the Department of Agriculture |          |          |          |          |          |          |          |          |          |          |          |                        |
| State Based Levy (GST not applicable)   |                     | Applicable to all milk and Deducted at each billing at the rates stipulated by Dairy Foods Safety Victoria   |          |          |          |          |          |          |          |          |          |          |          |                        |

| Milk Price (Exclusive GST)              |                     | Financial Year 1 July 2024 30 June 2025  |          |          |          |          |          |          |          |          |          |          |          | Published 02 June 2023 |
|---|---------------------|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------------------|
| Region                                  |                     | Victoria   |          |          |          |          |          |          |          |          |          |          |          |                        |
| Month                                   |                     | Jul  | Aug      | Sep      | Oct      | Nov      | Dec      | Jan      | Feb      | Mar      | Apr      | May      | Jun      |                        |
| Days                                    |                     | 31   | 31       | 30       | 31       | 30       | 31       | 31       | 28       | 31       | 30       | 31       | 30       |                        |
| Exclusive Volume Milk Price             | \$ per kg Butterfat | \$ 9.80  | \$ 9.80  | \$ 8.31  | \$ 8.31  | \$ 8.31  | \$ 8.31  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  |                        |
| Exclusive Volume Milk Price             | \$ per kg protein   | \$ 12.05   | \$ 12.05 | \$ 10.23 | \$ 10.23 | \$ 10.23 | \$ 10.23 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 |                        |
| Milk Quakity Fees                       |                     | As per Schedule 3  |          |          |          |          |          |          |          |          |          |          |          |                        |
| Stop Charge                             |                     | As per Schedule 3  |          |          |          |          |          |          |          |          |          |          |          |                        |
| Dairy Produce Levy (GST not applicable) |                     | Applicable to all milk and Deducted at each billing at the rates stipulated by the Department of Agriculture |          |          |          |          |          |          |          |          |          |          |          |                        |
| State Based Levy (GST not applicable)   |                     | Applicable to all milk and Deducted at each billing at the rates stipulated by Dairy Foods Safety Victoria   |          |          |          |          |          |          |          |          |          |          |          |                        |

| Milk Price (Exclusive GST)              |                     | Financial Year 1 July 2025 30 June 2026  |          |          |          |          |          |          |          |          |          |          |          | Published 02 June 2023 |
|---|---------------------|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------------------|
| Region                                  |                     | Victoria   |          |          |          |          |          |          |          |          |          |          |          |                        |
| Month                                   |                     | Jul  | Aug      | Sep      | Oct      | Nov      | Dec      | Jan      | Feb      | Mar      | Apr      | May      | Jun      |                        |
| Days                                    |                     | 31   | 31       | 30       | 31       | 30       | 31       | 31       | 28       | 31       | 30       | 31       | 30       |                        |
| Exclusive Volume Milk Price             | \$ per kg Butterfat | \$ 9.80  | \$ 9.80  | \$ 8.31  | \$ 8.31  | \$ 8.31  | \$ 8.31  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  | \$ 9.80  |                        |
| Exclusive Volume Milk Price             | \$ per kg protein   | \$ 12.05   | \$ 12.05 | \$ 10.23 | \$ 10.23 | \$ 10.23 | \$ 10.23 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 | \$ 12.05 |                        |
| Milk Quakity Fees                       |                     | As per Schedule 3  |          |          |          |          |          |          |          |          |          |          |          |                        |
| Stop Charge                             |                     | As per Schedule 3  |          |          |          |          |          |          |          |          |          |          |          |                        |
| Dairy Produce Levy (GST not applicable) |                     | Applicable to all milk and Deducted at each billing at the rates stipulated by the Department of Agriculture |          |          |          |          |          |          |          |          |          |          |          |                        |
| State Based Levy (GST not applicable)   |                     | Applicable to all milk and Deducted at each billing at the rates stipulated by Dairy Foods Safety Victoria   |          |          |          |          |          |          |          |          |          |          |          |                        |



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## **MILK PURCHASE AGREEMENT**

### SCHEDULE 3 - SPECIFICATIONS

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

| <b>COMPONENT</b>   | <b>STANDARD</b>  | <b>Test Methodology</b>  | <b>Testing Regime</b>              |
|--|--|--|------------------------------------|
| <b>Butterfat</b>   | Target Butterfat Content >3.9%<br>m/v Minimum Butterfat Content >3.5%. This range allows for seasonal variation.<br><br>Control limit >3.2% on single delivery | Test Methodology based on appropriate International Standard calibrated by Australian Standards.           | Each Collection Tested             |
| <b>Protein</b>   | Target Protein Content 3.25%<br>m/v<br><br>Control limit is >3.05% on any single delivery  | Test Methodology based on appropriate International Standard calibrated by Australian Standards.           | Each Collection Tested             |
| <b>Somatic Cell Count (SCC)</b><br>SCC is an indicator of the quality of milk. The number of somatic cells increases in response to pathogenic bacteria a potential cause of mastitis. | Target, 250,000 count/ml<br><br>Control limit ≥400,000<br><br>Milk quality Fees may apply.   | Test Methodology based on appropriate International Standard calibrated by Australian Standards.           | Each Collection Tested             |
| <b>Bactoscan (Bacto)</b><br><br>Tests for overall farm hygiene program.  | Target, <80,000 bacteria/ml<br><br>Control limit ≥125,000<br><br>Milk quality Fees may apply.  | Bactoscan Test Methodology based on appropriate International Standard calibrated by Australian Standards. | Test Conducted every 10-day period |
| <b>Thermoduric</b>   | Test for particular Bacteria that are heat tolerant.<br><br>Target <2000 cfu/ml<br>Control limit <5000 cfu/ml  | Test Methodology based on appropriate International Standard calibrated by Australian Standards.           | Monthly test                       |
| <b>Temperature</b>   | Milk being collected should be 4°C or less<br><br>Milk will not be collected above 4°C unless agreed.  | Milk Collection Tanker calibrated by Australian Standards method.  | Check at each collection           |
| <b>Freezing Point</b>  | Test to detect added water. Freezing point must be not greater than -0.51°C.   | Test Methodology based on appropriate International Standard   | Random checks will be conducted.   |



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





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**MILK PURCHASE AGREEMENT**

SCHEDULE 4 – MILK QUALITY

**MILK QUALITY PARAMETERS AND FEES**

| QUALITY TEST                                      | GRADE A       | GRADE B                                       | GRADE C                      | INFERIOR                      | REJECT                                  |
|---|---------------|---|------------------------------|-------------------------------|---|
| <b>Somatic Cell (count /ml)</b>                   | ≥250,000      | >250,000<br>≥300,000                          | >300,000<br>≥350,000         | >350,000<br>≥400,000          | >400,000<br>several consecutive results |
| <b>Bactoscan (bacteria/ml)</b>                    | ≥80,000       | >80,000<br>≥125,000                           | >125,000<br>≥180,000         | >180,000                      | >180,000<br>several consecutive results |
| <b>Antibiotic and Other Inhibitory Substances</b> | Clear         |   |                              |                               | Present                                 |
| <b>Thermoduric</b>                                |               |   |                              |                               | >5000<br>3 results in a 30-day period   |
| <b>Temperature</b>                                | 0-4°C         | Milk >4°C will be subject to a quality review |                              |                               |   |
| <b>Sensory</b>                                    | Pass          |   |                              |                               | Fail                                    |
| <b>Freezing point (°C)</b>                        | ≥ - 0.0517 °C |   |                              | > - 0.0517 °C                 |   |
| <b>Milk Quality Fee</b>                           |               | 2.5% Fee charged to the farmer                | 5% Fee charged to the farmer | 25% Fee charged to the farmer | REJECT                                  |

**STOP CHARGE**

Each collection of Milk will incur a Stop Charge of \$75.00. See Schedule 1 for further information around Milk collection