

RICHMOND DAIRIES EXCLUSIVE MILK SUPPLY VARIATION CONTRACT**Between: Richmond Dairies Pty Ltd. [ABN 79 106 445 881] ["Richmond"]****100 Dyraaba Street, Casino NSW 2470****And: ["Farmer"]**

1. Preamble

- This Variation Contract relates to the sale and purchase of Milk by Richmond from the Farmer and replaces all previous or existing sale and purchase arrangements between Richmond and the Farmer.

2. Milk Price System

- The monthly minimum base milk price will be provided to the farmer on the 1st June in advance of the following July to June period (Annexure C)
- Richmond has provided the Farmer with details of its current Milk Payment Schedule. (Annexure A).

3. Commencement & Termination

- This Contract will apply from _____ 2020.
- Either party must give six [6] months written notice of their intention to terminate this Contract.
- When new pricing is released on the 1st of June the Farmer has from the 1st of June to the 30th of June to give twenty eight (28) days written notice of their intention to terminate this Contract. Any other time during this Contract, either party must give six (6) months written notice of their intention to terminate this Contract.

4. Warranties by Richmond

- To collect and pay for milk from the Farmer as outlined in the Milk Payment Schedule.
- Monthly payments for milk supplied will be made on the 15th of each month. If the 15th falls on a week-end or public holiday then the payment will be made on the first working day following the week-end or public holiday.
- That any changes made to the contract comply with the *Competition and Consumer (Industry Codes—Dairy) Regulations 2019*.

5. Warranties by Farmer

- To have a gate free all-weather access for the milk collection vehicle.
- To supply all milk produced on farm to Richmond, excluding milk that is used on farm such as for the feeding of livestock.

- To supply milk that complies with the specifications as outlined by Richmond and with specifications and guidelines required by any relevant local, state or federal authority and legislation.
- That all farm milk plant, milk vat/s and ancillary dairy equipment complies with relevant local, state or federal requirements or legislation.

6. Farm Visits

- With prior notification an appointed representative of Richmond will have the right to visit the farm to inspect the milking plant, bulk milk tank and ancillary dairy equipment.

7. Force Majeure

- To the extent that any failure or delay by Richmond or the Farmer in performing all or any obligations under this Contract is due to industrial dispute, adverse weather or any other circumstance beyond the control of either party, then this shall not constitute a breach of contract by the party in default.

8. Complaint Handling Procedure

- Should either Richmond or the Farmer default on any provisions of this Contract the non-defaulting party must notify the defaulting party in writing. The defaulting party has twenty eight [28] days, from the date of notification, to resolve the issue that has been raised.
- If after the twenty eight [28] day period the issue is not resolved then the dispute will move forward into mediation as stated in the *Competition and Consumer (Industry Codes—Dairy) Regulations 2019*.

9. Governing Law

- This Contract shall be governed by and construed in accordance with the Laws of the State of New South Wales.

10. Indemnity

- The Farmer agrees to indemnify Richmond against all losses, costs and expenses suffered by Richmond in connection with any breach of the Farmer under the terms of this Contract.

11. Notices

- All notices to be forwarded to the addresses for Richmond and the Farmer as recorded in the Farmer Details section of this Contract (Annexure B).

Lawfully executed by the parties this

day of

2020

[Richmond Dairies]

[The Farmer]