



SLA A1

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply [REDACTED] and Collaborative Markets [REDACTED] with programmed volumes of GA2CK Class 2 SunGold sizes 18-39 packed and labelled as Zespri Vita SunGold Kiwifruit (Fruit) for the 2025 season.
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the marketing and sale of Class 2 Kiwifruit.
10.	Commercial benefits to the Registered Supplier	Registered Supplier receives payment for the Fruit supplied under this SLA.
11.	Intellectual Property Terms	N/A
12.	Other Terms	N/A
13.	Termination Provisions	N/A

Appendix 2: Supply Agreement Amendments

1. For the purpose of this SLA, the terms of the **Supply Agreement** are amended as set out below:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
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 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

1.2 Pricing and Payment Manual

- (a) **Section B Calculation of Service Costs:**
 - (i) **clause B1.1(b)** is varied as per **clause 3** of **Appendix 1: Payment Terms** to the **Commercial Details**
 - (ii) **clause B1.1(c)** does not apply;
- (b) **Section C2 Standard Advance Payment** is varied as per clause 1 of **Appendix 1: Payment Terms** to the **Commercial Details**;
- (c) **Section C3 Fruit Incentives** does not apply;
- (d) **Section C4 Progress Payments** is varied per **clause 2** of **Appendix 1: Payment Terms** to the **Commercial Details**;
- (e) **Section C6 Payment for Service Costs** is varied per **clause 3** of **Appendix 1: Payment Terms** to the **Commercial Details**.

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 The Registered Supplier's volume by pack and size (**Programme Specifications**) will be advised by March 2025 following publication of the March Departure Forecast. This volume will be communicated by ZGL to the Registered Supplier via email, and will be binding on the Registered Supplier for the purposes of this SLA when confirmed by the Registered Supplier in writing or if the Registered Supplier's conduct is otherwise consistent with having accepted the volumes as advised. The total volume that the Registered Supplier is contracted to provide under the Programme Specifications is the **Contracted Volume**.
- 1.2 Where first or second round Estimate volumes exceed demand, ZGL will pro-rata the demand volume between registered suppliers based on those registered suppliers' volume share of the prior season's Class 1 Standard Supply trays supplied and will advise the Registered Supplier in writing of its Contracted Volume.
- 1.3 In the event of changes to this Programme, ZGL shall advise the Registered Supplier and may seek to negotiate a change to this SLA or to the Programme Specifications. In the event that the parties are unable to agree on a change, the Programme shall be conducted on the basis of the Programme Specifications and Contracted Volume confirmed by ZGL.
- 1.4 The most recent Programme Specifications agreed by the Registered Supplier and ZGL is the volume that is to be procured and supplied under this SLA.
- 1.5 All Fruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **clause 3**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

2. FRUIT AND SHIPPING REQUIREMENTS

- 2.1 ZGL will only accept full pallets.

3. PACKAGING SPECIFICATIONS

- 3.1 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Registered Supplier for the purposes of this SLA.
- 3.2 All Fruit supplied by the Registered Supplier under this SLA must be packed in accordance with the Packing & Palletisation and Product Identification sections of the **ZIL Quality Manual**.

4. EDI REQUIREMENTS

- 4.1 Fruit supplied under this SLA will be submitted to Purchase Pool 92 (SunGold Conventional Class 2).
- 4.2 All Fruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

5. **GRADE STANDARDS**

- 5.1 The Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.
- 5.2 The Fruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

█ [REDACTED]

6. **DIFOTIS PREMIUMS AND PENALTIES**

█ [REDACTED]

7. **IN-MARKET SAMPLING AND OUTTURN LIABILITY**

- 7.1 ZGL will carry out sampling as set out in the **ZIL Quality Manual**.

█ [REDACTED]

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

█ [REDACTED]

█ [REDACTED]

8. **ACCOUNTABILITY PERIODS**

█ [REDACTED]

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

[REDACTED]

The Services can be amended by agreement between the parties from time to time.

Appendix 1: Zespri Vita Class 2 SunGold Time Rates

ISO WEEK	Period Payment at FOBS	Standard Advance Payment per TE	Total FOBS Payment per TE
<20	\$ -	\$ 1.70	\$ 1.70
20	\$ 0.05	\$ 1.70	\$ 1.75
21	\$ 0.07	\$ 1.70	\$ 1.77
22	\$ 0.09	\$ 1.70	\$ 1.79
23	\$ 0.11	\$ 1.70	\$ 1.81
24	\$ 0.13	\$ 1.70	\$ 1.83
25	\$ 0.16	\$ 1.70	\$ 1.86
26	\$ 0.19	\$ 1.70	\$ 1.89
27	\$ 0.22	\$ 1.70	\$ 1.92
28	\$ 0.25	\$ 1.70	\$ 1.95
29	\$ 0.28	\$ 1.70	\$ 1.98
30	\$ 0.32	\$ 1.70	\$ 2.02
31	\$ 0.35	\$ 1.70	\$ 2.05
32	\$ 0.40	\$ 1.70	\$ 2.10
33	\$ 0.45	\$ 1.70	\$ 2.15
34	\$ 0.50	\$ 1.70	\$ 2.20
35 - 49	\$ 0.55	\$ 1.70	\$ 2.25



2025 HW2CK ZESPRI AND SUPPLIER OWN BRAND PROGRAMME

SLA A2

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	For the 2025 Season, ZGL is seeking to supply: <ul style="list-style-type: none"> • [REDACTED] and Collaborative Markets [REDACTED] [REDACTED] with programmed volumes of Class 2 Green sizes 22-42 packed and labelled as Zespri Vita Green Kiwifruit; and • [REDACTED] with volumes of HW2CK Green Conventional sizes 22-39 packed in the Registered Supplier's own brand packaging (subject to approval by ZGL) (Supplier Own Brand Fruit)
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the marketing and sale of Class 2 Kiwifruit.
10.	Commercial benefits to the Registered Supplier	Registered Supplier receives payment for the Fruit supplied under this SLA.
11.	Intellectual Property Terms	N/A
12.	Other Terms	N/A
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 The Registered Supplier's volume by pack and size (**Programme Specifications**) will be advised by March 2025 following publication of the March Departure Forecast, this volume will be communicated by ZGL to the Registered Supplier via email, and will be binding on the Registered Supplier for the purposes of this SLA when confirmed by the Registered Supplier in writing or if the Registered Supplier's conduct is otherwise consistent with having accepted the volumes as advised. The total volume that the Registered Supplier is contracted to provide under the Programme Specifications is the **Contracted Volume**.
- 1.2 Where first or second round EOI volumes exceed demand, ZGL will pro-rata the demand volume between registered suppliers who have expressed an interest to participate in this SLA based on those registered suppliers' volume share of the prior season's Class 1 Standard Supply trays supplied and will advise the Registered Supplier in writing of its Contracted Volume.
- 1.3 In the event of changes to the 2025 HW2CK Zespri Vita and Supplier Own Brand Programme (**Programme**), ZGL shall advise the Registered Supplier and may seek to negotiate a change to this SLA or the Programme Specifications. In the event that the parties are unable to agree on a change, the Programme shall be conducted on the basis of the Programme Specifications and Contracted Volume confirmed by ZGL.
- 1.4 The most recent Programme Specifications agreed by the Registered Supplier and ZGL is the volume that is to be procured and supplied under this SLA.
- 1.5 All Fruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 4**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

2 FRUIT AND SHIPPING REQUIREMENTS

- 2.1 ZGL will only accept full pallets.

3 PACKAGING SPECIFICATIONS

- 3.1 The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Registered Supplier for the purposes of this SLA.
- 3.2 All Fruit supplied by the Registered Supplier under this SLA must be packed in accordance with the Packing & Palletisation and Product Identification sections of the **ZIL Quality Manual**.

4 EDI REQUIREMENTS

- 4.1 Fruit supplied under this SLA will be submitted to Purchase Pool 02.
- 4.2 All Fruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

5 GRADE STANDARDS

- 5.1 The Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.
- 5.2 The Fruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

█ [REDACTED]

6 MATURITY STANDARDS

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

7 DIFOTIS PREMIUMS AND PENALTIES

█ [REDACTED]

8 IN-MARKET SAMPLING AND OUTTURN LIABILITY

- 8.1 ZGL will carry out sampling as set out in the **ZIL Quality Manual**.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

9 ACCOUNTABILITY PERIODS

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

The Services can be amended by agreement between the parties from time to time.



2025 ZESPRI VITA HW2OB PROGRAMME

- [REDACTED]

SLA A3

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply the [REDACTED] under a Collaborative Marketing Arrangement, with programmed volumes of Zespri Vita Class 2 Green Organic sizes 22-42 (Fruit) for the 2025 Season.
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the marketing and sale of Class 2 Kiwifruit.
10.	Commercial benefits to the Registered Supplier	Registered Supplier receives payment for the Fruit supplied under this SLA.
11.	Intellectual Property Terms	N/A
12.	Other Terms	N/A
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 The Registered Supplier's volume by pack, market and size (**Programme Specifications**) will be communicated by ZGL to the Registered Supplier via e-mail and will be binding on the Registered Supplier for the purposes of this SLA when confirmed by the Registered Supplier in writing or if the Registered Supplier's conduct is otherwise consistent with having accepted the volumes as advised. The total volume that the Registered Supplier is contracted to provide under the Programme Specifications is the **Contracted Volume**.
- 1.2 Where first or second round EOI volumes exceed demand, ZGL will pro-rata the demand volume between registered suppliers who have expressed an interest to participate in this SLA based on those registered suppliers' volume share of the prior season's Class 1 Standard Supply trays supplied and will advise the Registered Supplier in writing of its Contracted Volume.
- 1.3 In the event of changes to the 2025 Zespri Vita HW2OB Programme (**Programme**), ZGL shall advise the Registered Supplier and may seek to negotiate a change to this SLA or the Programme Specifications. In the event that the parties are unable to agree on a change, the Programme shall be conducted on the basis of the Programme Specifications and Contracted Volume confirmed by ZGL.
- 1.4 All Fruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **clause 3**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

■ [REDACTED]

■ [REDACTED]

2. FRUIT AND SHIPPING REQUIREMENTS

- 2.1 ZGL will only accept full pallets.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

3. PACKAGING SPECIFICATIONS

3.1 The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Registered Supplier for the purposes of this SLA.

3.2 All Fruit supplied by the Registered Supplier under this SLA must be packed in accordance with the Packing & Palletisation and Product Identification sections of the **ZIL Quality Manual**.

4. **EDI REQUIREMENTS**

4.1 Fruit supplied under this SLA will be submitted to Purchase Pool 05 (Hayward Organic Class 2).

4.2 All Fruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

5. **GRADE STANDARDS**

5.1 The Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

5.2 The Fruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

█ [REDACTED]

6. **DIFOTIS PREMIUMS AND PENALTIES**

█ [REDACTED]

7. **ACCOUNTABILITY PERIODS**

█ [REDACTED]

The Services can be amended by agreement between the parties from time to time.

Appendix 1: HW2OB Kiwifruit Time Rates

ISO WEEK	Period Payment at FOBS	Standard Advance Payment per TE	Total FOBS Payment per TE
<23	\$ -	\$ 1.70	\$ 1.70
23 - 29	\$ 0.32	\$ 1.70	\$ 2.02
30	\$ 0.42	\$ 1.70	\$ 2.12
31	\$ 0.47	\$ 1.70	\$ 2.17
32	\$ 0.51	\$ 1.70	\$ 2.21
33	\$ 0.56	\$ 1.70	\$ 2.26
34	\$ 0.63	\$ 1.70	\$ 2.33
35	\$ 0.69	\$ 1.70	\$ 2.39
36	\$ 0.79	\$ 1.70	\$ 2.49
37	\$ 0.86	\$ 1.70	\$ 2.56
38	\$ 0.97	\$ 1.70	\$ 2.67
39	\$ 1.00	\$ 1.70	\$ 2.70
40	\$ 1.09	\$ 1.70	\$ 2.79
41	\$ 1.14	\$ 1.70	\$ 2.84
42	\$ 1.20	\$ 1.70	\$ 2.90
43	\$ 1.30	\$ 1.70	\$ 3.00
44	\$ 1.43	\$ 1.70	\$ 3.13
45	\$ 1.53	\$ 1.70	\$ 3.23
46	\$ 1.64	\$ 1.70	\$ 3.34
47	\$ 1.76	\$ 1.70	\$ 3.46
48	\$ 1.90	\$ 1.70	\$ 3.60



**2025 ZESPRI SUNGOLD CLASS 1 CONVENTIONAL
AND ORGANIC SIZE 39**

SLA A4

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	For the 2025 Season, ZGL is seeking to potentially supply: <ul style="list-style-type: none"> • [REDACTED] and Collaborative Markets [REDACTED] R [REDACTED] Zespri SunGold Conventional size 39. • [REDACTED] R [REDACTED] Zespri SunGold Organic size 39 (Fruit).
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the marketing and sale of Non-standard Supply.
10.	Commercial benefits to the Registered Supplier	Registered Supplier receives payment for the Fruit supplied under this SLA
11.	Intellectual Property Terms	N/A
12.	Other Terms	N/A
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 The Registered Supplier's volume by pack and size (**Programme Specifications**) will be advised by March 2025 following publication of the March Departure Forecast, this volume will be communicated by ZGL to the Registered Supplier via email, and will be binding on the Registered Supplier for the purposes of this SLA when confirmed by the Registered Supplier in writing or if the Registered Supplier's conduct is otherwise consistent with having accepted the volumes as advised. The total volume that the Registered Supplier is contracted to provide is the **Contracted Volume** and all Fruit supplied under this SLA by the Registered Supplier must be packed in accordance with the Packaging Specifications below at **clause 3**.
- 1.2 Where first or second round Estimate volumes exceed demand, ZGL will pro-rata the demand volume between registered suppliers based on those registered suppliers' volume share of the prior season's Class 1 Standard Supply trays supplied and will advise the Registered Supplier in writing of its Contracted Volume.

2. FRUIT AND SHIPPING REQUIREMENTS

- 2.1 ZGL will only accept full pallets.

3. PACKAGING SPECIFICATIONS

- 3.1 The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Registered Supplier for the purposes of this SLA.
- 3.2 All Fruit supplied by the Registered Supplier under this SLA must be packed in accordance with the pack and label requirements set out in the **Pack / Label Matrix 2025** as set out in the ZIL Quality Manual.

4. GRADE STANDARDS

- 4.1 The Fruit must meet all compliance standards for Class 1 Kiwifruit including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

5. EDI REQUIREMENTS

- 5.1 The Registered Supplier must submit all Kiwifruit into the appropriate pool as set out below:

Variety	Pool
SunGold Conventional [REDACTED] R [REDACTED] Size 39	30
SunGold Organic [REDACTED] R [REDACTED] Size 39	32

- 5.2 All Fruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

6. DIFOTIS PREMIUMS AND PENALTIES

[REDACTED]



THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply [REDACTED] with programmed volumes of GA2CK Class 2 SunGold sizes 18-39 packed and labelled as Zespri Vita SunGold Kiwifruit (Fruit) for the 2025 season.
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the marketing and sale of Class 2 Kiwifruit.
10.	Commercial benefits to the Registered Supplier	Registered Supplier receives payment for the Fruit supplied under this SLA.
11.	Intellectual Property Terms	N/A
12.	Other Terms	N/A
13.	Termination Provisions	N/A.

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 The Registered Supplier's volume by pack and size (**Programme Specifications**) will be advised by March 2025 following publication of the March Departure Forecast. This volume will be communicated by ZGL to the Registered Supplier via email, and will be binding on the Registered Supplier for the purposes of this SLA when confirmed by the Registered Supplier in writing or if the Registered Supplier's conduct is otherwise consistent with having accepted the volumes as advised. The total volume that the Registered Supplier is contracted to provide under the Programme Specifications is the **Contracted Volume**.
- 1.2 Where first or second round Estimate volumes exceed demand, ZGL will pro-rata the demand volume between registered suppliers based on those registered suppliers' volume share of the prior season's Class 1 Standard Supply trays supplied and will advise the Registered Supplier in writing of its Contracted Volume.
- 1.3 In the event of changes to this Programme, ZGL shall advise the Registered Supplier and may seek to negotiate a change to this SLA or to the Programme Specifications. In the event that the parties are unable to agree on a change, the Programme shall be conducted on the basis of the Programme Specifications and Contracted Volume confirmed by ZGL.
- 1.4 The most recent Programme Specifications agreed by the Registered Supplier and ZGL is the volume that is to be procured and supplied under this SLA.
- 1.5 All Fruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **clause 3**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

■ [REDACTED]

■ [REDACTED]

2. FRUIT AND SHIPPING REQUIREMENTS

- 2.1 ZGL will only accept full pallets.

■ [REDACTED]

■ [REDACTED]

3. PACKAGING SPECIFICATIONS

- 3.1 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all specialised packaging used by the Registered Supplier for the purposes of this SLA.
- 3.2 All Fruit supplied by the Registered Supplier under this SLA must be packed in accordance with the Packing & Palletisation and Product Identification sections of the **ZIL Quality Manual**.

4. EDI REQUIREMENTS

- 4.1 Fruit supplied under this SLA will be submitted to Purchase Pool 92 (SunGold Conventional Class 2).
- 4.2 All Fruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

5. **GRADE STANDARDS**

- 5.1 The Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.
- 5.2 The Fruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

■ [REDACTED]

6. **DIFOTIS PREMIUMS AND PENALTIES**

■ [REDACTED]

7. **IN-MARKET SAMPLING AND OUTTURN LIABILITY**

- 7.1 ZGL will carry out sampling as set out in the **ZIL Quality Manual**.

■ [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

8. **ACCOUNTABILITY PERIODS**

■ [REDACTED]

- [REDACTED]

■ [REDACTED]

The Services can be amended by agreement between the parties from time to time.

Appendix 1: Zespri Vita Class 2 SunGold Time Rates

ISO WEEK	Period Payment at FOBS	Standard Advance Payment per TE	Total FOBS Payment per TE
<20	\$ -	\$ 1.70	\$ 1.70
20	\$ 0.05	\$ 1.70	\$ 1.75
21	\$ 0.07	\$ 1.70	\$ 1.77
22	\$ 0.09	\$ 1.70	\$ 1.79
23	\$ 0.11	\$ 1.70	\$ 1.81
24	\$ 0.13	\$ 1.70	\$ 1.83
25	\$ 0.16	\$ 1.70	\$ 1.86
26	\$ 0.19	\$ 1.70	\$ 1.89
27	\$ 0.22	\$ 1.70	\$ 1.92
28	\$ 0.25	\$ 1.70	\$ 1.95
29	\$ 0.28	\$ 1.70	\$ 1.98
30	\$ 0.32	\$ 1.70	\$ 2.02
31	\$ 0.35	\$ 1.70	\$ 2.05
32	\$ 0.40	\$ 1.70	\$ 2.10
33	\$ 0.45	\$ 1.70	\$ 2.15
34	\$ 0.50	\$ 1.70	\$ 2.20
35 - 49	\$ 0.55	\$ 1.70	\$ 2.25



THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply [REDACTED] with programmed volumes of Zespri Vita Class 2 Green Organic sizes 22-42 (Fruit) for the 2025 Season.
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the marketing and sale of Class 2 Kiwifruit.
10.	Commercial benefits to the Registered Supplier	Registered Supplier receives payment for the Fruit supplied under this SLA.
11.	Intellectual Property Terms	N/A
12.	Other Terms	N/A
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

1.1 The Registered Supplier's volume by pack, market and size (**Programme Specifications**) will be communicated by ZGL to the Registered Supplier via e-mail and will be binding on the Registered Supplier for the purposes of this SLA when confirmed by the Registered Supplier in writing or if the Registered Supplier's conduct is otherwise consistent with having accepted the volumes as advised. The total volume that the Registered Supplier is contracted to provide under the Programme Specifications is the **Contracted Volume**

1.2 Where first or second round EOI volumes exceed demand, ZGL will pro-rata the demand volume between registered suppliers who have expressed an interest to participate in this SLA based on those registered suppliers' volume share of the prior season's Class 1 Standard Supply trays supplied and will advise the Registered Supplier in writing of its Contracted Volume.

█ [REDACTED]

█ [REDACTED]

- █ [REDACTED]
- █ [REDACTED]

█ [REDACTED]

2. FRUIT AND SHIPPING REQUIREMENTS

2.1 ZGL will only accept full pallets.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

3. PACKAGING SPECIFICATIONS

3.1 The Packaging Management Policy as per the Packaging Componentry section of the ZIL Quality Manual will apply to all specialised packaging used by the Registered Supplier for the purposes of this SLA.

3.2 All Fruit supplied by the Registered Supplier under this SLA must be packed in accordance with the Packing & Palletisation and Product Identification sections of the **ZIL Quality Manual**.

4. **EDI REQUIREMENTS**

4.1 Fruit supplied under this SLA will be submitted to Purchase Pool 05 (Hayward Organic Class 2).

4.2 All Fruit is to be submitted under the same Grower Number as Class 1 Kiwifruit.

5. **GRADE STANDARDS**

5.1 The Fruit will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.

5.2 The Fruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

■ [REDACTED]

6. **DIFOTIS PREMIUMS AND PENALTIES**

■ [REDACTED]

7. **ACCOUNTABILITY PERIODS**

■ [REDACTED]

The Services can be amended by agreement between the parties from time to time.

Appendix 1: HW2OB Kiwifruit Time Rates

ISO WEEK	Period Payment at FOBS	Standard Advance Payment per TE	Total FOBS Payment per TE
<23	\$ -	\$ 1.70	\$ 1.70
23 - 29	\$ 0.32	\$ 1.70	\$ 2.02
30	\$ 0.42	\$ 1.70	\$ 2.12
31	\$ 0.47	\$ 1.70	\$ 2.17
32	\$ 0.51	\$ 1.70	\$ 2.21
33	\$ 0.56	\$ 1.70	\$ 2.26
34	\$ 0.63	\$ 1.70	\$ 2.33
35	\$ 0.69	\$ 1.70	\$ 2.39
36	\$ 0.79	\$ 1.70	\$ 2.49
37	\$ 0.86	\$ 1.70	\$ 2.56
38	\$ 0.97	\$ 1.70	\$ 2.67
39	\$ 1.00	\$ 1.70	\$ 2.70
40	\$ 1.09	\$ 1.70	\$ 2.79
41	\$ 1.14	\$ 1.70	\$ 2.84
42	\$ 1.20	\$ 1.70	\$ 2.90
43	\$ 1.30	\$ 1.70	\$ 3.00
44	\$ 1.43	\$ 1.70	\$ 3.13
45	\$ 1.53	\$ 1.70	\$ 3.23
46	\$ 1.64	\$ 1.70	\$ 3.34
47	\$ 1.76	\$ 1.70	\$ 3.46
48	\$ 1.90	\$ 1.70	\$ 3.60



2025 GENERIC SERVICES

SLA B1

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	There are certain services that are carried out annually in the kiwifruit industry that are generic to all registered suppliers. These services are detailed in this SLA and calculated to be paid at a generic rate to all participating registered suppliers.
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	N/A
9.	Commercial benefit to the Pool and risk or cost to the Pool	The services provided under this SLA allow for additional costs incurred by Suppliers for Zespri to meet the access requirements to sell Fruit in those particular markets. The commercial benefit to the Pool is increased access to markets to sell Fruit less the additional costs of serving those markets outlined in the SLA.
10.	Commercial benefits to the Registered Supplier	Registered Suppliers should be agnostic to the SLA as the payments made are calculated to cover the additional costs they have in providing the services covered under this SLA.
11.	Intellectual Property Terms	N/A
12.	Other Terms	Capitalised terms used in this SLA and not otherwise defined in the Supply Agreement or in text, will have the meaning given to them in the ZGL Quality Manual.
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. SERVICES AND RATES

1.1 The following services are generic to the industry and will be paid for at a generic rate:

- (a) Speciality Labelling/Printing;
- (b) EDI Data Change;
- (c) Preparation Complexity;
- (d) Packaging Transfers;
- (e) Fruit Labelling and De-labelling;
- (f) Shared Containers.

1.2 The generic rates are set out in this SLA and are defined as Grower Pooled Payments for the purposes of **clause B1.1(c)** or Onshore Direct Costs for the purposes of **clause A2.5(i)** of the **Pricing and Payment Manual**.

2. SPECIALTY LABELLING

2.1 Where the ZGL Quality Manual requires Kiwifruit to be packed with Specialty Labels the specialty labelling rate applies which covers the Registered Supplier's services of application and printing.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

2.3 It is essential that facilities have a robust, documented ZGL approved system in place to ensure the correct label content, printing and physical application is achieved. This will be audited and confirmed by a Zespri QA.

2.4 All pallets that have a Specialty Label applied must then have an Electronic Regulatory Label Indicator applied in order to receive the application and printing payment.

2.5 Zespri will use best endeavours to ensure that the Global Text specifies the Registered Supplier to apply the Electronic Regulatory Label Indicator, however, the Registered Supplier must always refer to the ZGL Quality Manual.

■ [REDACTED]

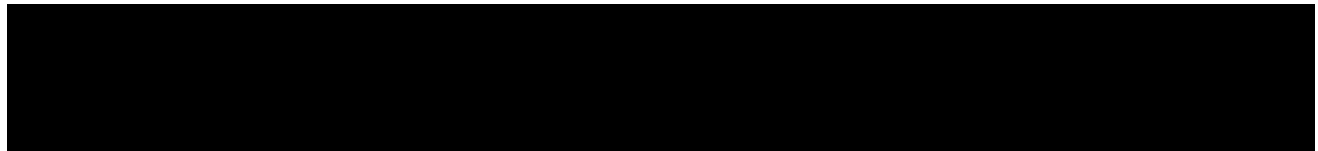
[REDACTED]



2.7 Where ZGL has provided a Specialty Labelling dispensation, the deduction from the application rate and the printing rate will be included in the calculation payment.

2.8 **Application:** [Redacted]
[Redacted]

2.9 **Printing:** [Redacted]
[Redacted]



3. EDI DATA CHANGE

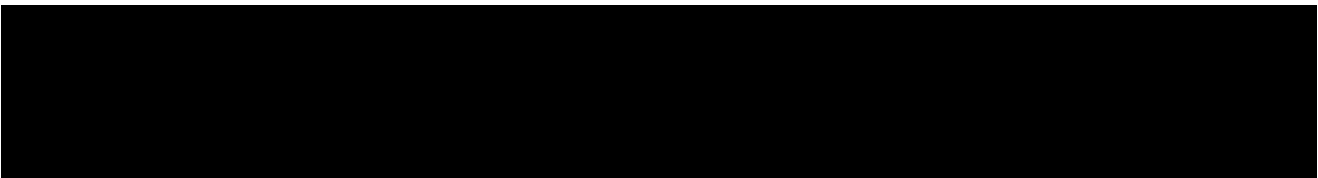
- [Redacted]
- [Redacted]

4. PREPARATION COMPLEXITY PAYMENT

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

5. PACKAGING TRANSFERS

- [Redacted]



6. LABELLING

The applicable labelling and de-labelling rates are as follows:



7. CONSOLIDATION OF SHARED CONTAINERS



The Services can be amended by agreement between the parties from time to time.



2025 SUPPLY TO NZ DOMESTIC MARKET

SLA B2

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all registered suppliers.
3.	Purpose and background to the SLA	This SLA allows for registered suppliers to sell specific classes and sizes of PVR Kiwifruit and other Zespri branded Kiwifruit under authorisation, where that Kiwifruit is not required by ZGL for export, onto the domestic market to distributors, retailers and processors. To ensure this is a successful programme the quality of the Kiwifruit must be to applicable Grade Standards and is subject to Zespri QA Audit. Sale of PVR Kiwifruit onto the domestic market, unless specifically authorised in writing by ZGL, is otherwise prohibited.
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The terms of the Supply Agreement are amended as set out below: [REDACTED] • Pricing and Payment Manual does not apply, except for Section E Labels which continues to apply.
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	Intellectual property terms specific to this SLA are as set out in Appendix 1 (IP Licence Agreement).
12.	Other Terms	N/A

13.	Termination Provisions	Termination provisions specific to this SLA are as set out in clause 6 of the Service Schedule.
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2. SERVICE SCHEDULE

1. LICENCE PRE-CONDITIONS

- 1.1 This SLA is conditional on the Registered Supplier providing to ZGL by 31 January 2025 a completed **Zespri Supplier Registration Form** (including listing of third parties in Section B) and completion of the Zespri Industry Portal Facility Registration.

2. SALES AND LICENCE AGREEMENT

- 2.1 Subject to satisfaction of the condition in **clause 1.1**, ZGL grants to the Registered Supplier a sub-licence to market and sell the Kiwifruit specified in **clause 4.1** below on the terms and conditions of this SLA.
- 2.2 The Registered Supplier must enter into the IP Licence Agreement set out in **Appendix 1** of this SLA before it may use the trademarks set out in the IP Licence Agreement.
- 2.3 The Registered Supplier is solely responsible for storage/fruit loss cost and establishing the market price for all Kiwifruit supplied **under** this SLA. The Registered Supplier shall not communicate its market pricing to ZGL or any other registered supplier at any time.

3. GROWER RETURN

- 3.1 The Registered Supplier will determine the commercial arrangement for remuneration to the Registered Supplier's Growers for all Kiwifruit supplied under this SLA.

4. AUTHORISED PRODUCT

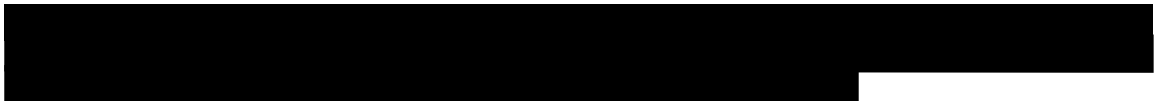
- 4.1 Pursuant to this SLA, ZGL authorises the Registered Supplier to sell the following Kiwifruit onto the domestic market:
- (a) Zespri Vita™ SunGold™ Class 2 sizes 18-36.
 - (b) Zespri Vita™ SunGold™ Class 2 Organic sizes 18-36.
 - (c) Zespri™ SunGold™ Class 2 Organic and Conventional size 39s taste band Y, T and R only.
 - (d) Zespri Sweet Green™ Class 2 sizes 22-42.
 - (e) Zespri™ SunGold™ Class 1 Organic and Conventional size 39s taste band Y, T and R only.
 - (f) Zespri™ SunGold™ Class 1 Conventional size 14s
 - (g) Zespri RubyRed™ Class 1 Sizes 18-46 (In accordance with **clause 5.1(c)**).
 - (h) Zespri Vita™ Zespri RubyRed™ Class 2 Sizes 18-46).
- 4.2 In addition to the authorized product listed in clause 4.1 above, the terms of this SLA shall also apply to:
- (a) any other PVR Kiwifruit not listed in 4.1 above for which ZGL provides written authorisation for the Registered Supplier to sell onto the domestic market; and
 - (b) any non-PVR Kiwifruit that the Registered Supplier sells onto the domestic market using the Trade Marks or the Consented Zespri IP (each as defined in Appendix 1 to this Service Schedule), provided that in regards to the Kiwifruit referred to in this sub-clause (b) clause 1.1 of Appendix 1 to the Commercial Details (Payment Terms) will not apply;

5. PRODUCT SPECIFICATIONS

- 5.1 The Registered Supplier acknowledges and agrees that:
- (a) Kiwifruit sold pursuant to this SLA must meet the applicable Grade Standards (Class 1 or Class 2 as applicable) and will be subject to audit in coolstore or at load out or in market by Zespri Quality Assurance staff. The audit process is set out in **Appendix 2**.
 - (b) Kiwifruit excluded from export due to gold core disorder cannot be sold onto the domestic market.
 - (c) Zespri RubyRed Class 1 may be sold on the domestic market in the following circumstances:

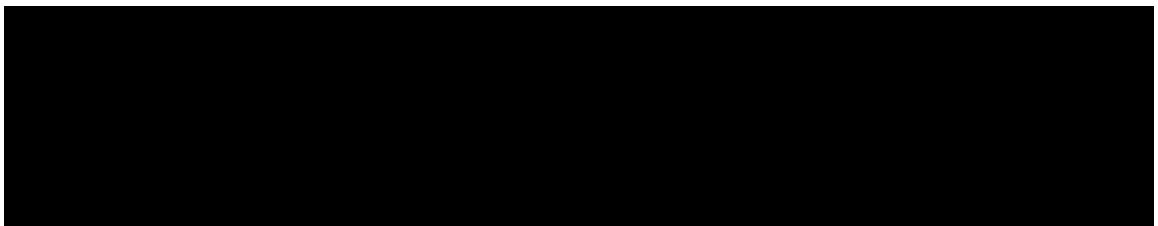
- (i) The Kiwifruit is not eligible for export, a dispensation maturity clearance for domestic market may be issued under the following domestic market maturity criteria: latest maturity clearance sample average brix ≥ 8.0 , dry matter threshold ≥ 16.1 , ≤ 4 Kiwifruit below 1.0kgf firmness (as per maturity clearance in **Appendix 3**). This Kiwifruit can be sold pursuant to this SLA if it meets the domestic market firmness criteria of ≤ 4 Kiwifruit below 0.8kgf out of 100 fruit assessment (the packhouse firmness assessment process is set-out in **Appendix 4**);
 - (ii) The Kiwifruit is not eligible for export through packhouse firmness assessment, fruit must be removed from Zespri inventory and can then be sold domestically under the Registered Supplier's own programme if it meets the domestic market firmness criteria of ≤ 4 Kiwifruit below 0.8kgf (the packhouse firmness assessment process is set-out in **Appendix 4**); or
 - (iii) The Kiwifruit is not eligible for export through Zespri audit failure, Kiwifruit must be removed from Zespri inventory and can then be sold domestically under the Registered Supplier's own programme if it meets the domestic market firmness criteria of ≤ 4 Kiwifruit below 0.8kgf (the decision process following a Zespri audit failure is set-out in **Appendix 5**).
- (d) Kiwifruit must be brought to a reasonable ripeness and suitably de-greened prior to domestic market sale. Therefore prior to sale GA fruit must be;
- (i) at a Colour Threshold level equivalent to Protocol N as defined in the ZIL Quality Manual; and
 - (ii) ripened to below 3.0 kgf (using elevated temperatures or ethylene).
- (e) Responsibility for ripening fruit may be transferred to a third party for conditioning prior to sale, however, the Registered Supplier remains liable for third party performance and the condition of fruit prior to sale.

■



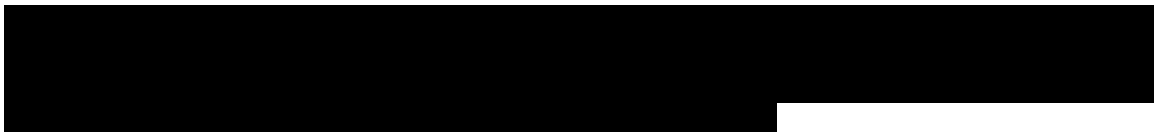
- (g) All fruit labels will be paid for by the Registered Supplier based on volumes calculated in **clause 2 Appendix 1: Payment Terms** attached to the **Commercial Details**.
- (h) Fruit under this SLA must be sold in either transport crates or Zespri branded packaging with Zespri fruit labels as set out in Appendix 6 (as may be modified and notified from time to time - Class 2 Pack / Label Matrix) unless otherwise authorised in writing by ZGL (please forward any queries to nz.marketing@zespri.com). **The Registered Supplier must ensure that all packaging (excluding crates), fruit labels and punnet labels, are sourced from Zespri approved packaging suppliers.**

(i)



All packaging used to pack Zespri Kiwifruit should meet Zespri's food safety requirements and support Zespri's sustainable commitments.

■



- (k) The Registered Supplier will do all things necessary to complete the annual consumer packaging registration process. The registration process collates data pertaining to both the packing facility and the associated packaging suppliers. Other information will also be requested regarding the products being packed to fully meet the requirements of the Zespri packaging management database e.g. Bill of Materials for products, source of materials, annual sales volumes and pricing. It is the Registered Supplier's responsibility to ensure any of its third party distributors that pack

any Kiwifruit into consumer packaging in accordance with this SLA also complete the annual consumer packaging registration process. Contact consumer.packaging@zespri.com.

- (l) Use of the ZGL brand names listed in column 3 below on the fruit or on the packaging (including EAN labels) is permitted pursuant to this SLA.

<u>Variety Code (permitted)</u>	<u>Variety Name (permitted)</u>	<u>ZGL Brand Name/Trademark</u>
<u>HE</u>	<u>ZESH004</u>	<u>Zespri Sweet Green™</u>
<u>GA</u>	<u>ZESY002</u>	<u>Zespri™ SunGold™</u>
<u>GA</u>	<u>ZESY002</u>	<u>Zespri Vita™ SunGold™</u>
<u>RS</u>	<u>ZES008</u>	<u>Zespri RubyRed™</u>
<u>RS</u>	<u>ZES008</u>	<u>Zespri Vita™, Zespri RubyRed™</u>

5.2 Although Zespri Sweet Green fruit labels are permitted, no fruit labels are required for Class 2 Sweet Green Kiwifruit supplied under this SLA.

5.3 Prior to the fruit leaving the packhouse it must be in grade and labelled, unless the fruit is being packed by a Third Party Registered Supplier in accordance with **clause 7** below.

5.4 Kiwifruit must meet all compliance standards including food safety and other regulatory requirements as set out in the **ZIL Quality Manual**.

5.5 All packaging including crates must be labelled showing the originating Registered Supplier or coolstore.

6. BREACH OF SLA / IP LICENCE AGREEMENT

6.1 In the event that the Registered Supplier breaches any terms of this SLA (including the IP Licence Agreement), ZGL will:

- (a) In the case of a first breach in a Season issue a cease and desist letter for any initial breach requiring the Registered Supplier to:
- (i) Take immediate steps to remedy any Kiwifruit that is in breach of this SLA;
 - (ii) Stop selling and otherwise distributing any Kiwifruit which is in breach of the terms of this SLA;
 - (iii) Retrieve and destroy all Kiwifruit which is in breach of this SLA which remains unsold, and provide proof of this retrieval and destruction to ZGL on request;
 - (iv) Destroy any Kiwifruit which is in breach of this SLA which remains in the Registered Supplier's possession or control and provide proof of this destruction to ZGL on request;
 - (v) Provide a certificate signed by a director of the Registered Supplier that all steps noted above have been conducted.

6.2 ZGL reserves the right to audit any steps required to be taken under **clause 6.1** and the Registered Supplier agrees to comply and assist ZGL with any such audit.

6.3 For any subsequent breach, ZGL reserves the right to terminate this SLA and the IP Licence Agreement for the current Season and to exclude the Registered Supplier from participating in any Domestic Market SLA for subsequent Seasons.

6.4 In the event of termination of the SLA and/or Trade Mark Licence Agreement, to protect Grower interests the Registered Supplier may nominate a third party or agent to assume control of the Kiwifruit under this SLA, however, that party must be approved in writing by ZGL and will be bound by the terms of this SLA.

7. THIRD PARTY SUPPLIERS

- 7.1 If the Kiwifruit supplied pursuant to this SLA is packed by a third party on behalf of the Registered Supplier, the Registered Supplier must complete and submit prior to the start of the season a **Zespri Supplier Registration Form** (including listing of third parties in Section B).
- 7.2 Notwithstanding approval of any third party or third party facility, the Registered Supplier remains responsible and liable for performance of its obligations pursuant to the 2025 Supply Agreement and this SLA, and the Registered Supplier shall procure compliance with its obligations pursuant to the 2025 Supply Agreement and this SLA.
- 7.3 The Registered Supplier warrants that any third party approved in accordance with this clause 7:
- (a) Will comply with the terms of this SLA;
 - (b) Has the necessary skills and qualifications and will maintain an appropriate level of staffing to carry out the Registered Supplier's obligations pursuant to this SLA, and will perform the services it is contracted to provide on behalf of the Registered Supplier in accordance with best practice and using the highest standards of skill and care;
 - (c) Will comply with all applicable laws and regulations in performing its obligations and will hold and maintain in good standing all necessary licences, registrations, permits, authorisations, consents and approvals required by or from any governmental, provincial or local department or agency.
 - (d) The Registered Supplier will procure third party access to third party facility identified in the Third Party Facility Registration form for the purposes of ZGL (or ZGL representatives) to audit (as set out in **Appendix 2**).

The Services can be amended by agreement between the parties from time to time.

Appendix 1: IP Licence Agreement (“Agreement”)

TERMS OF AGREEMENT

Zespri Group Limited (“ZGL”) and its assignees and successors wish to grant to the Registered Supplier (“User”) the non-exclusive right to use the trade marks (shown in Schedule A) (“Trade Marks”) and any other intellectual property consented to by ZGL in accordance with clause 3(b) of this Agreement (**Consented Zespri IP**), solely for the purpose set out in Schedule A (“Purpose”) (and for no other purpose whatsoever) and only in the territory set out in Schedule A (“Territory”). The terms of this use are set out below:

1. The User acknowledges that ZGL is the exclusive owner of all rights relating to the Trade Marks. The User must not at any time claim any interest whatsoever in the Trade Marks or contest their validity.
2. ZGL grants to the User, the right to use the Trade Marks in the Territory for the Purpose and strictly in accordance with the terms and conditions of this Agreement.
3. The User must:
 - (a) use the Trade Marks and Consented Zespri IP strictly in accordance with any brand guidelines set out in Schedule B (which ZGL may amend from time to time by providing prior written notice to the User) (“**Brand Guidelines**”) and any directions given by ZGL from time to time;
 - (b) obtain ZGL’s prior written approval for each particular commercial use of any Trade Mark or other intellectual property owned or controlled by ZGL by submitting pre-production samples and photographs to ZGL and use the Trade Marks only in a way that is consistent with this approval;
 - (c) place any proprietary legends, markings and notices legally required or reasonably requested by ZGL;
 - (d) if requested, provide to ZGL the designs which feature the Trade Marks to ensure that the User is complying with its obligations under this agreement;
 - (e) allow ZGL to have the right of approval over the use of the Trade Marks on content by giving written notice to the User, within twenty (20) days of receipt of the (b) above, of such reasonable changes or corrections as may be necessary to comply with the Brand Guidelines. The User shall make and incorporate said changes or corrections within 5 working days of receipt of the written notice;
 - (f) allow ZGL to inspect the User’s premises from time to time (and to take copies of relevant documents) to ensure that the User is complying with its obligations under this Agreement;
 - (g) comply with all relevant laws and regulations relating to the use of Trade Marks and to the marketing thereof; and
 - (h) notify ZGL immediately of all Trade Mark violations that come to its attention and to give assistance in preventing and stopping such infringements, although User is not entitled to call upon ZGL to take any proceedings to prevent infringement or passing off nor shall User be entitled to take such proceedings. Any infringements or passing off proceedings shall be entirely within the discretion of ZGL.
4. The User must not:
 - (a) do anything which might damage or otherwise detrimentally affect the Trade Marks, ZGL, Zespri International Limited, or their respective reputations;
 - (b) use any Trade Mark in conjunction with any other trade mark, name or logo without ZGL’s prior written approval;
 - (c) make any adjustments or additions to any Trade Mark; or
 - (d) use the Trade Mark outside the Territory.
5. This Agreement commences when it is signed by both parties and will continue for the duration of the Season.

6. Either party may terminate this Agreement by giving 30 days' prior written notice of termination to the other party. In the case of a material breach of this Agreement by the User, ZGL may terminate this Agreement immediately upon delivery of written notice of termination to the User.
7. ZGL may, in its sole discretion modify the User's licence to use the Trade Marks at any time upon written notice to the User.
8. When this Agreement expires or is terminated, the User must:
 - (a) immediately stop all use of the Trade Marks; and
 - (b) either immediately return all materials relating to the Trade Marks to ZGL or (at ZGL's option) destroy them at the User's cost.
9. The User must keep confidential all information provided to it by ZGL from time to time, except to the extent that any information is generally known by the public other than by reason of a breach of this clause by the User.
10. The User must not assign or transfer any rights granted under this Agreement to any other party, without prior written approval from ZGL.
11. The User must not sub-licence any rights granted under this Agreement to any other party.
12. If ZGL and the User can not settle amicably in good faith any dispute between them, either ZGL or the User may require such dispute to be referred to a Mediator to be appointed by both ZGL and the User. The Mediator shall conduct the mediation in accordance with the guidelines set by ZGL and the User.
13. If settlement is not reached within 60 days after commencing mediation, the dispute shall be settled by the New Zealand courts.
14. The User indemnifies ZGL and its associated companies against any and all liability, loss, damages, costs, and other expenses of any kind incurred or suffered by ZGL or its associated companies arising from any breach by the User of this Agreement.
15. This Agreement is governed by New Zealand Law.
16. The Agreement may be executed in counterpart (including by facsimile or PDF transmission) each of which is deemed to be an original, and this Agreement shall take effect as and from the date of execution of such counterparts.
17. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it will be severed, and the remainder of the Agreement will remain in full force and effect.
18. Neither party shall assign, transfer or encumber of all or any part of this Agreement and any rights and obligations arising out of or in connection with this Agreement to any third party without the prior written approval of the other party.

SIGNED by ZESPRI GROUP LIMITED

Authorised signatory

Name

Date: _____




SIGNED by the USER

Authorised signatory

Name

Date: _____

Schedule A: Trade Marks, Purpose and Territory

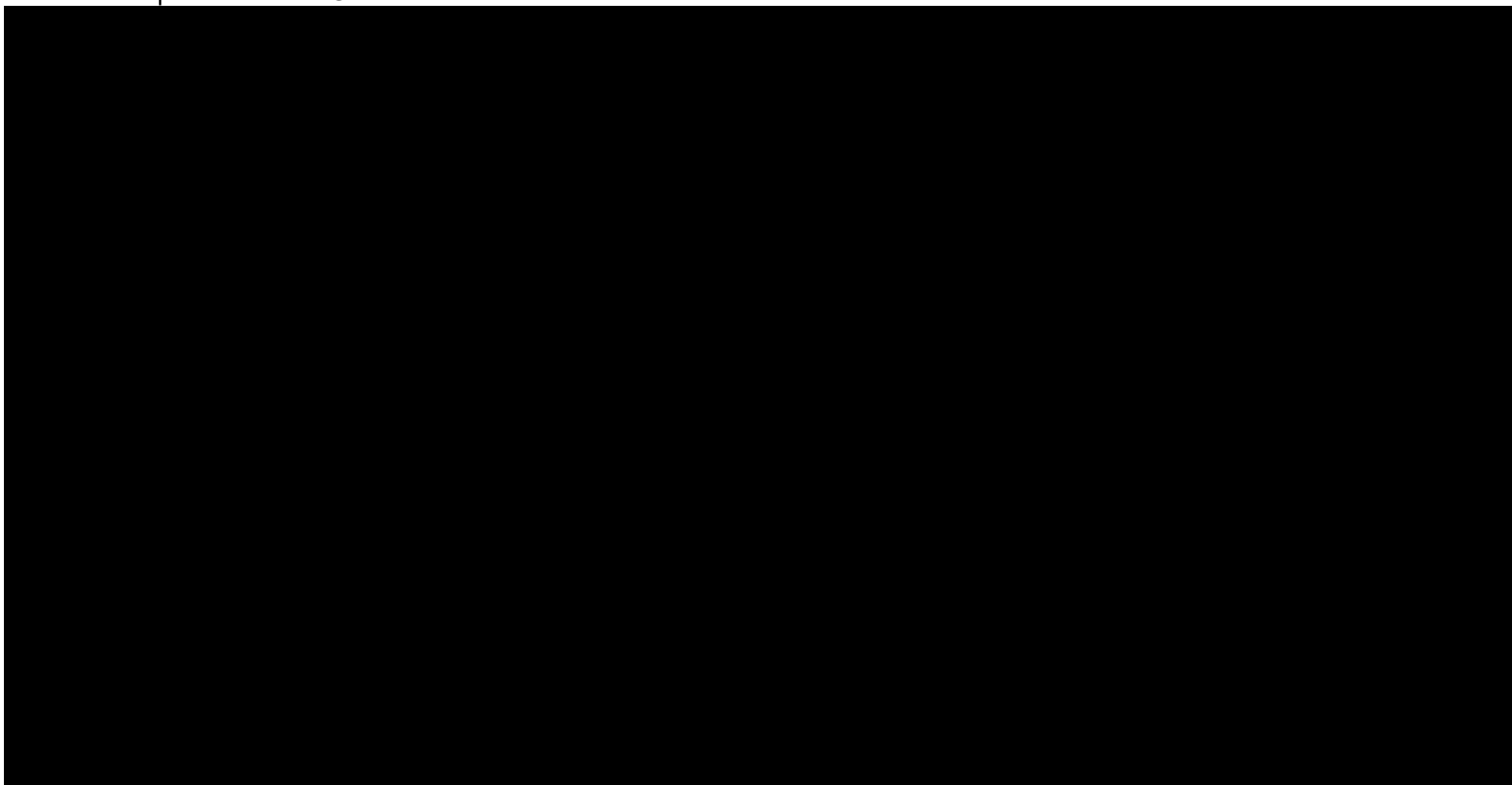
Trade Mark Description	Trade Mark	Registration Number	Class
Zespri word	Zespri™	275350	16
Zespri word	Zespri™	246460	31
Zespri logo		1102582	16, 31
SunGold word	Sungold™	822008	16, 31
Zespri Sweet Green word	Zespri Sweet Green™	965219	16, 31
Zespri RubyRed word	Zespri RubyRed™	1190395	16, 31
Zespri Vita word	Zespri Vita™	1125408	16, 31
Fruit Label SunGold		1123151	16, 31
Fruit Label Green		1123150	16, 31

Purpose of Use: Domestic market sales of Zespri SunGold, Sweet Green and Zespri RubyRed Kiwifruit

Territory: New Zealand

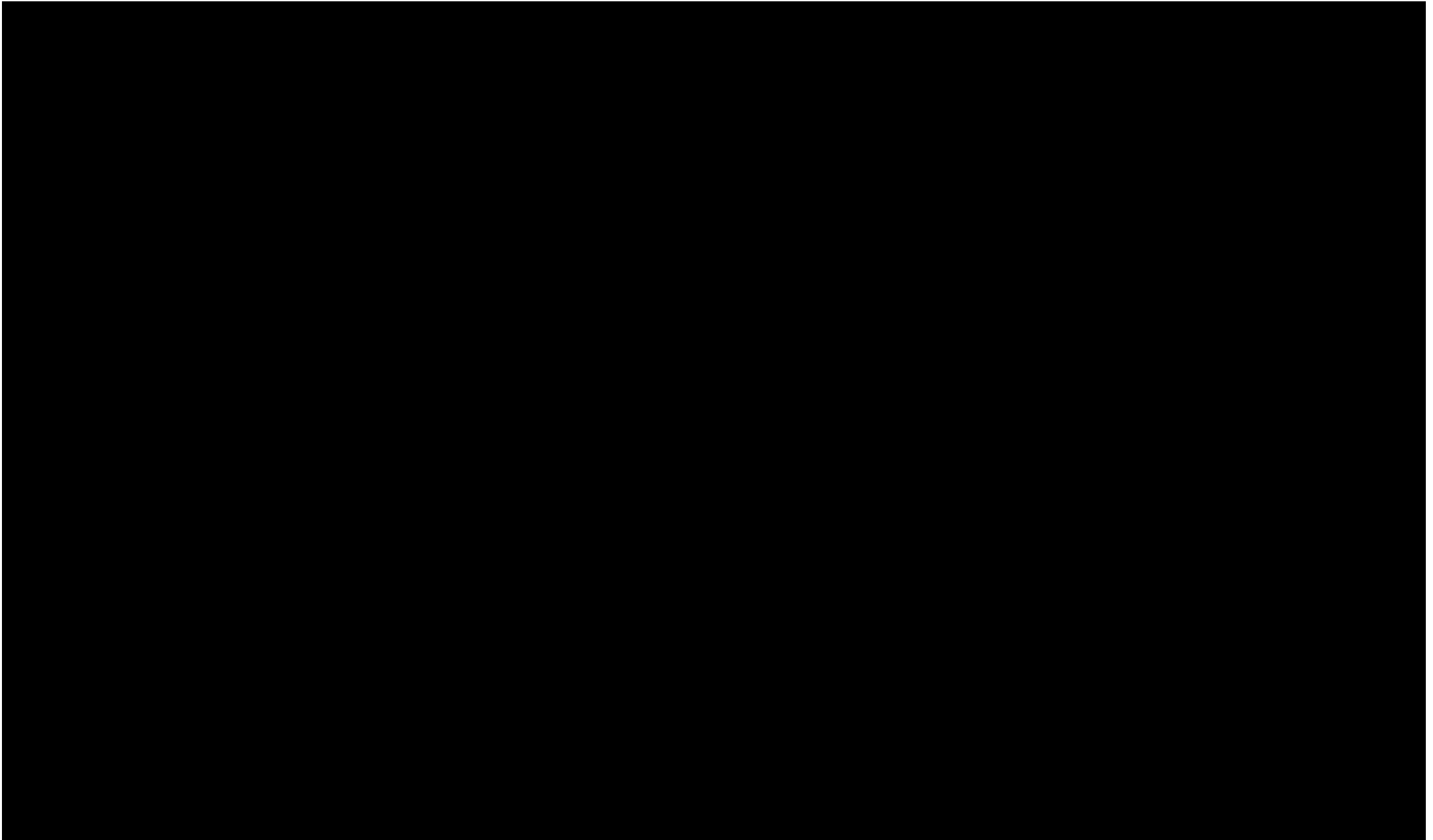
Schedule B: Brand Guidelines

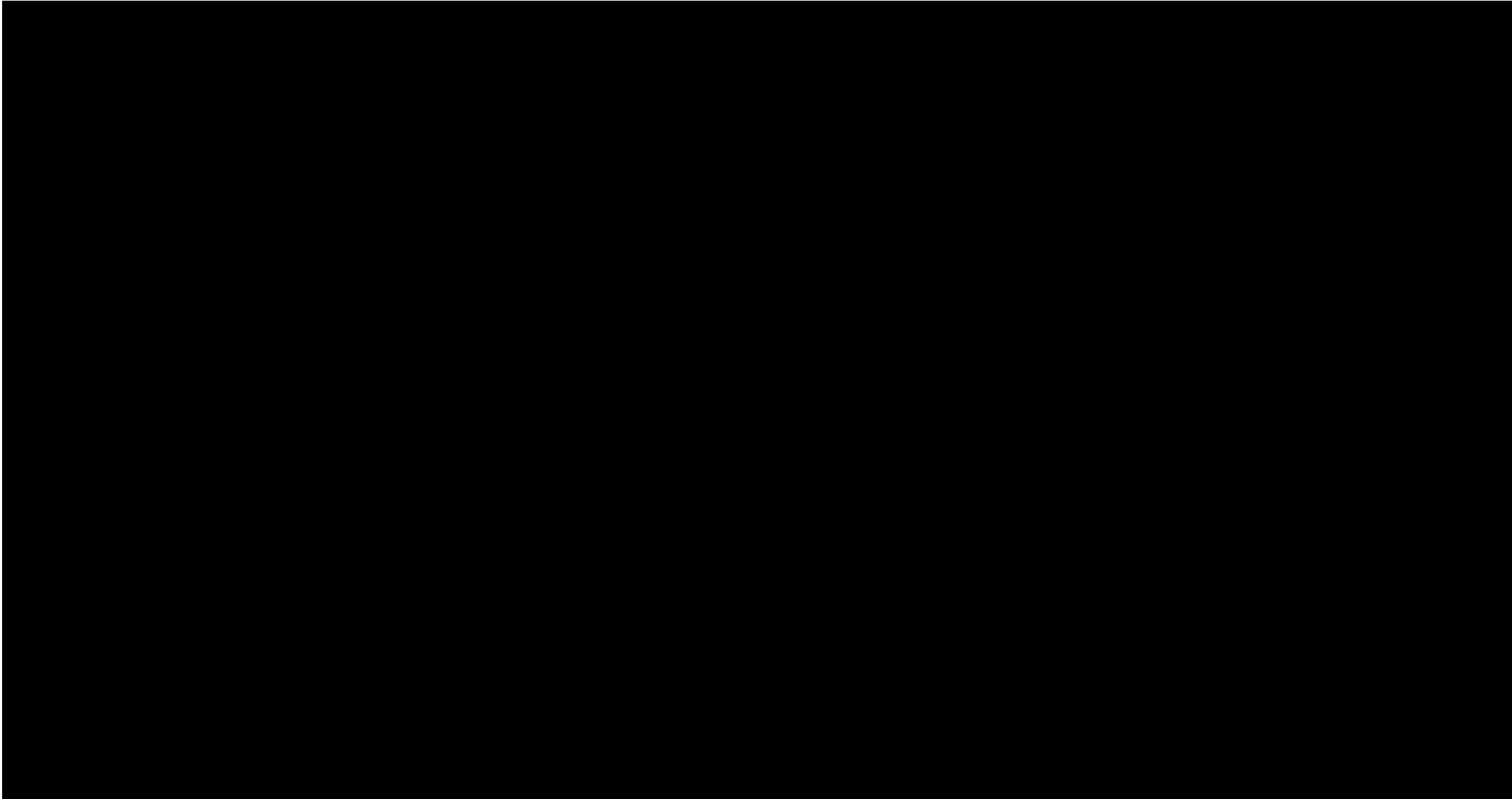
The User must use the “™” sign whenever it uses the Trade Mark. The User must obtain ZGL’s requirements in this regard before it first uses the Trade Marks in any particular way and must comply with any subsequent requirements of ZGL.

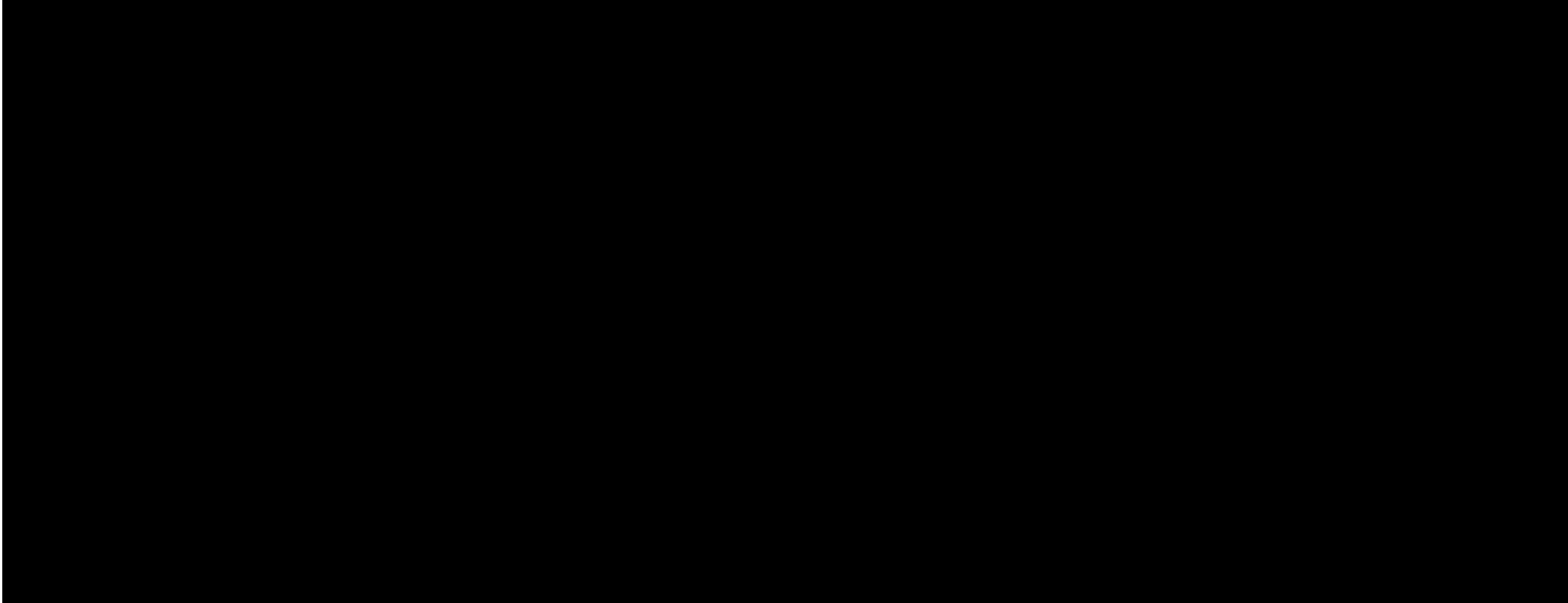


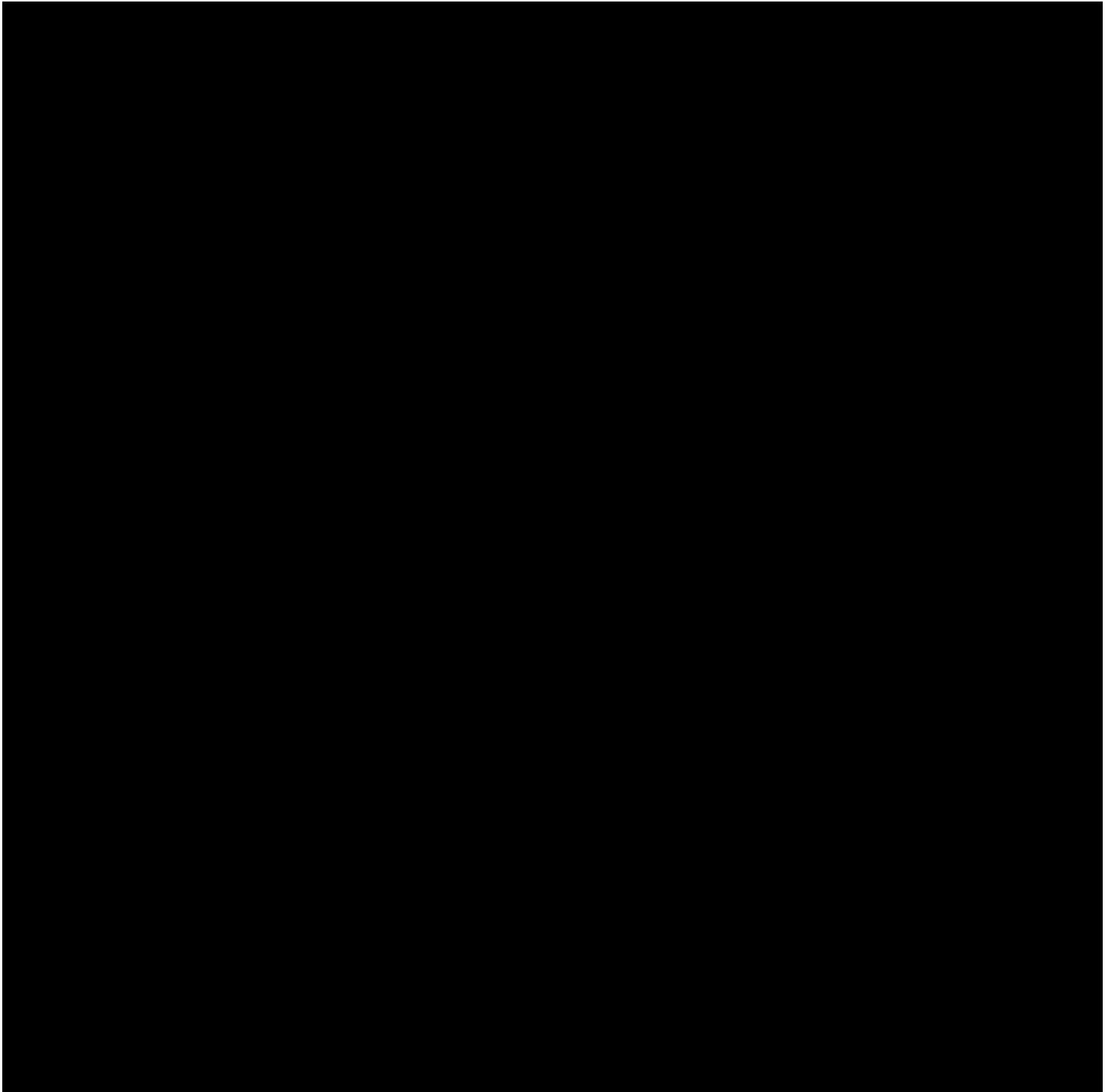
Appendix 2: Zespri Domestic Market Audit Process

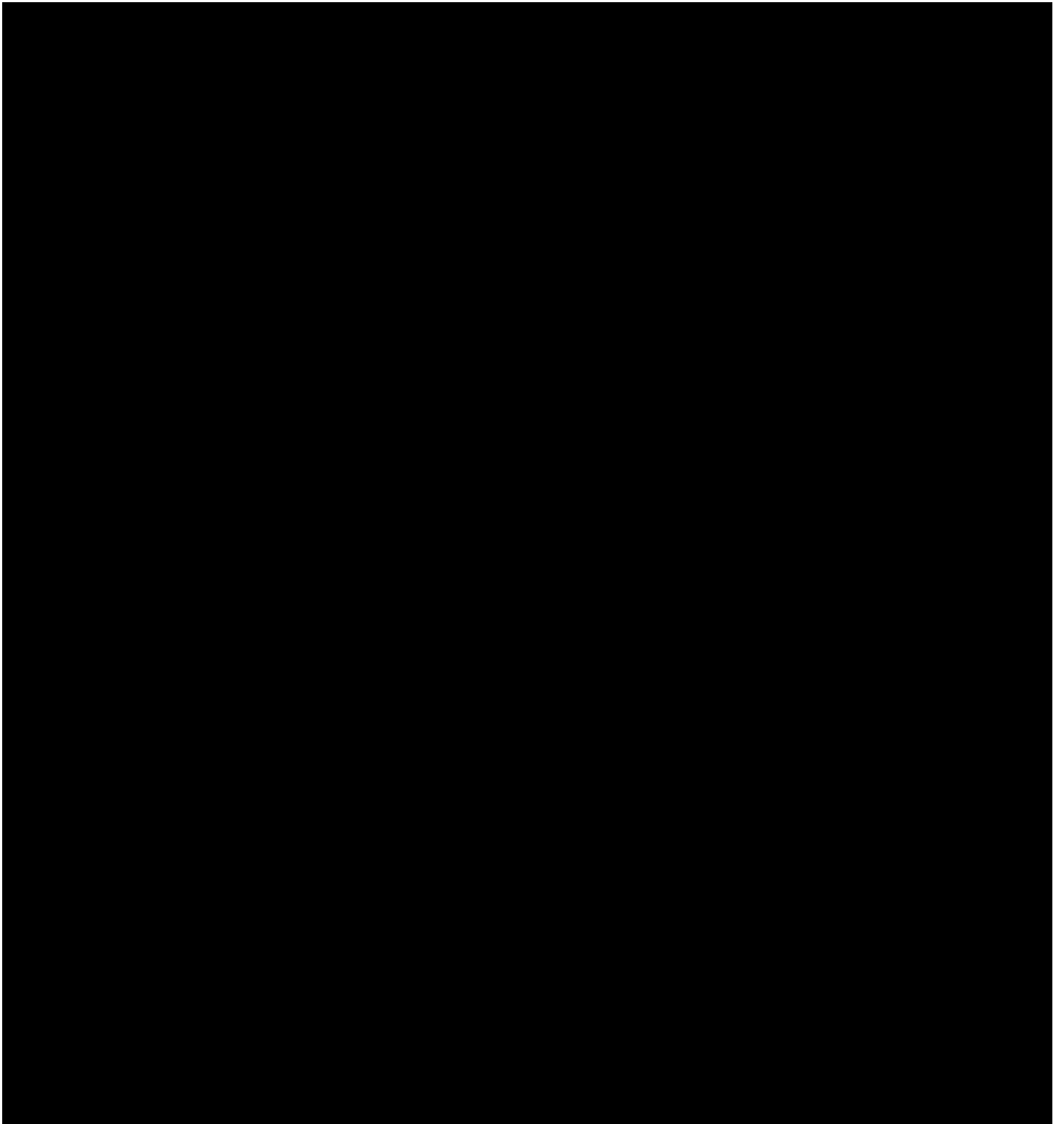
1. Notify the Zespri QA of intended domestic market SunGold/Sweet Green/Zespri RubyRed loadouts to market or Third Party Registered Supplier on the weekly 'coolstore loadout/packhouse work schedule' form.
2. On request provide the Zespri QA with information on the inventory in store and/or loadout (Number of pallets/TEs, KPINs etc.) and facilitate audit of the Kiwifruit.
3. Zespri QA to audit Kiwifruit to Zespri Class 1 or Class 2 standards and specifications in this SLA.
4. Facility to undertake corrective action for non-conforming Kiwifruit as required.

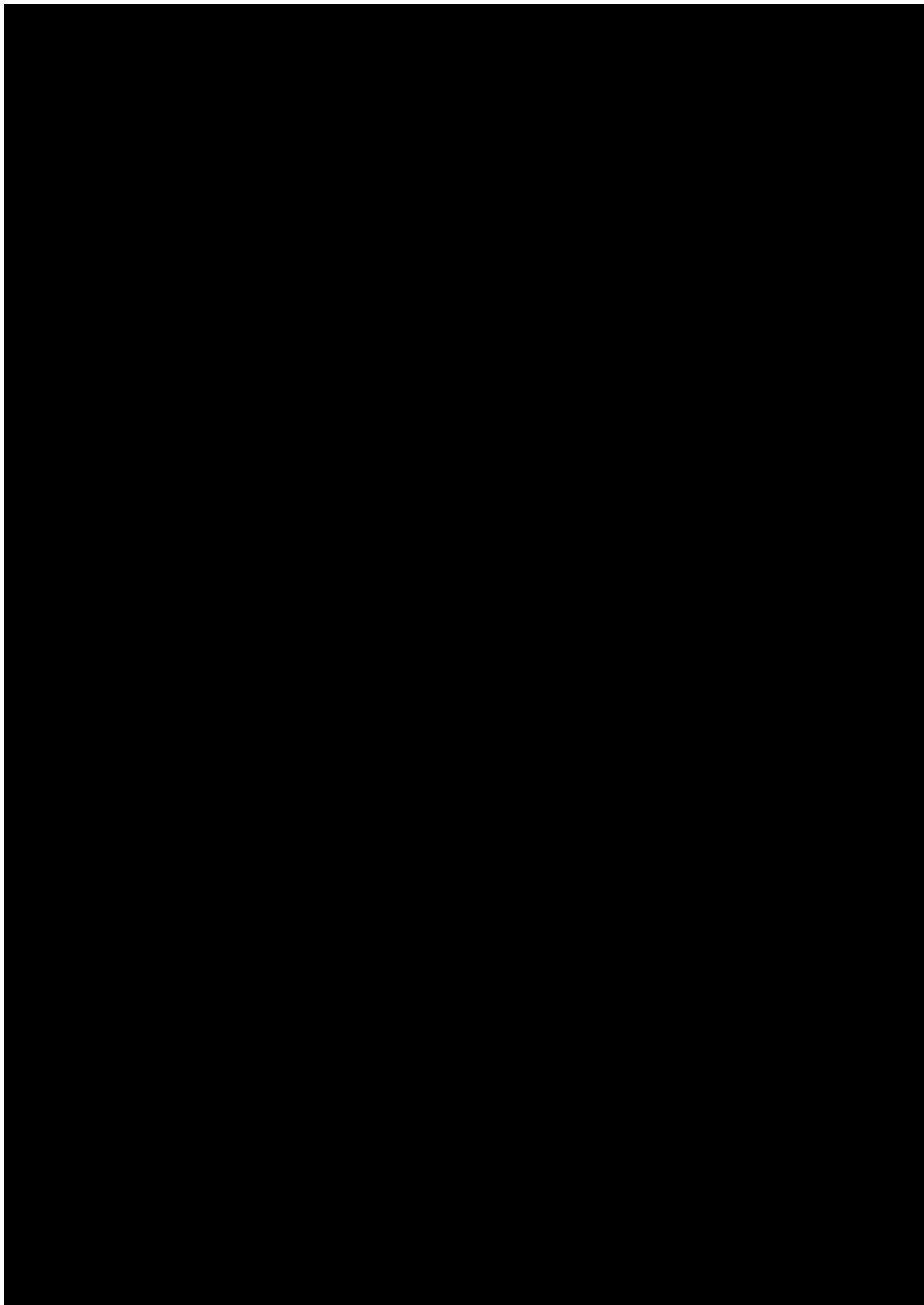














2025 AIRFREIGHT ORDERS

SLA B3

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to fulfil a variety of airfreight orders for the 2025 Season. Such orders require additional time, resources and effort which need to be acknowledged and duly compensated for. This SLA sets out the terms and conditions for supplying Kiwifruit via airfreight orders.
4.	Effective Date	17 February 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	N/A
9.	Commercial benefit to the Pool and risk or cost to the Pool	This SLA permits Zespri to supply Kiwifruit to markets and under orders where airfreighting is the most commercially reasonable method of transport, giving Zespri flexibility to maximise returns to the Pool.
10.	Commercial benefits to the Registered Supplier	Registered Supplier benefits from increased Pool return.
11.	Intellectual Property Terms	None.
12.	Other Terms	None.
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. ZGL is looking to fulfil, and the Registered Supplier is looking to supply, a variety of airfreight orders for the 2025 Season.
2. For any airfreight orders supplied by the Registered Supplier the Kiwifruit must meet the following Grade Standards:
 - (a) All Zespri Class 1 Kiwifruit volumes will be packed to the Zespri Class 1 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.
 - (b) All Zespri Class 2 Kiwifruit volumes will be packed to the Zespri Class 2 Standard in accordance with the Grade Standard section of the **ZIL Quality Manual**.
3. The Services can be amended by agreement between the parties from time to time.



2025 ZESPRI SUNGOLD AND HAYWARD NIR GRADING

SLA B4

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	SunGold and Hayward Kiwifruit must meet the Minimum Taste Standard to be submitted into inventory and must meet minimum dry matter requirements to be submitted under KiwiStart Maturity Criteria. SunGold must meet the criteria by maturity area and size. Hayward must meet the criteria by maturity area (no size differentiation). For maturity area / sizes that do not meet the minimum dry matter requirements at maturity clearance for KiwiStart or MainPack, there is the opportunity to use Near Infrared (NIR) grading to segregate fruit that are likely to have met the minimum dry matter requirements at harvest. Any such after harvest segregation will be required to achieve a revised minimum dry matter [REDACTED]
4.	Effective Date	1 April 2025.
5.	Term	From the Effective Date until 30 June 2025.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	Refer to the Supply Agreement Amendments attached at Appendix 1 to these Commercial Details.
9.	Commercial benefit to the Pool and risk or cost to the Pool	Benefit: [REDACTED] Risk: [REDACTED]

		[REDACTED]
10.	Commercial benefits to the Registered Supplier	Benefit: [REDACTED]
11.	Intellectual Property Terms	N/A
12.	Other Terms	For Registered Suppliers to qualify for this SLA they must have the appropriate NIR equipment installed as required by Zespri.
13.	Termination Provisions	If Zespri make material changes to the SLA the Registered Supplier can terminate in writing with immediate effect.

Appendix 1: Supply Agreement Amendments

1. The terms of the Supply Agreement are amended as set out below:

- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]

2. SERVICE SCHEDULE

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

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- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

2. **CORRESPONDENCE**

[REDACTED]

3. **VARIATIONS**

[REDACTED]

Appendix 1: Data Process

[Redacted]

[Redacted]

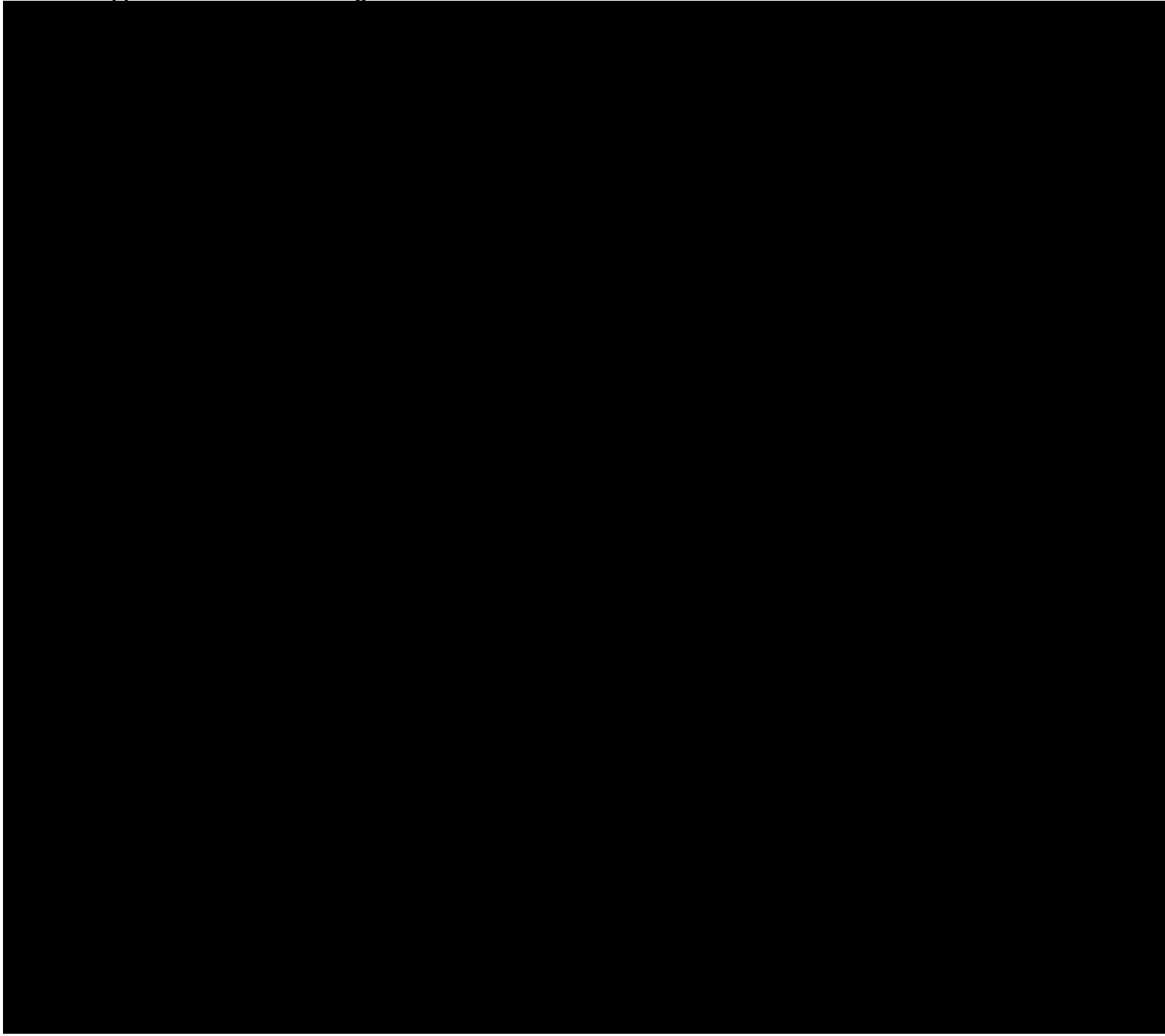
[Redacted]

[Redacted]

[Redacted]

[Redacted]

Appendix 2: Process Diagram

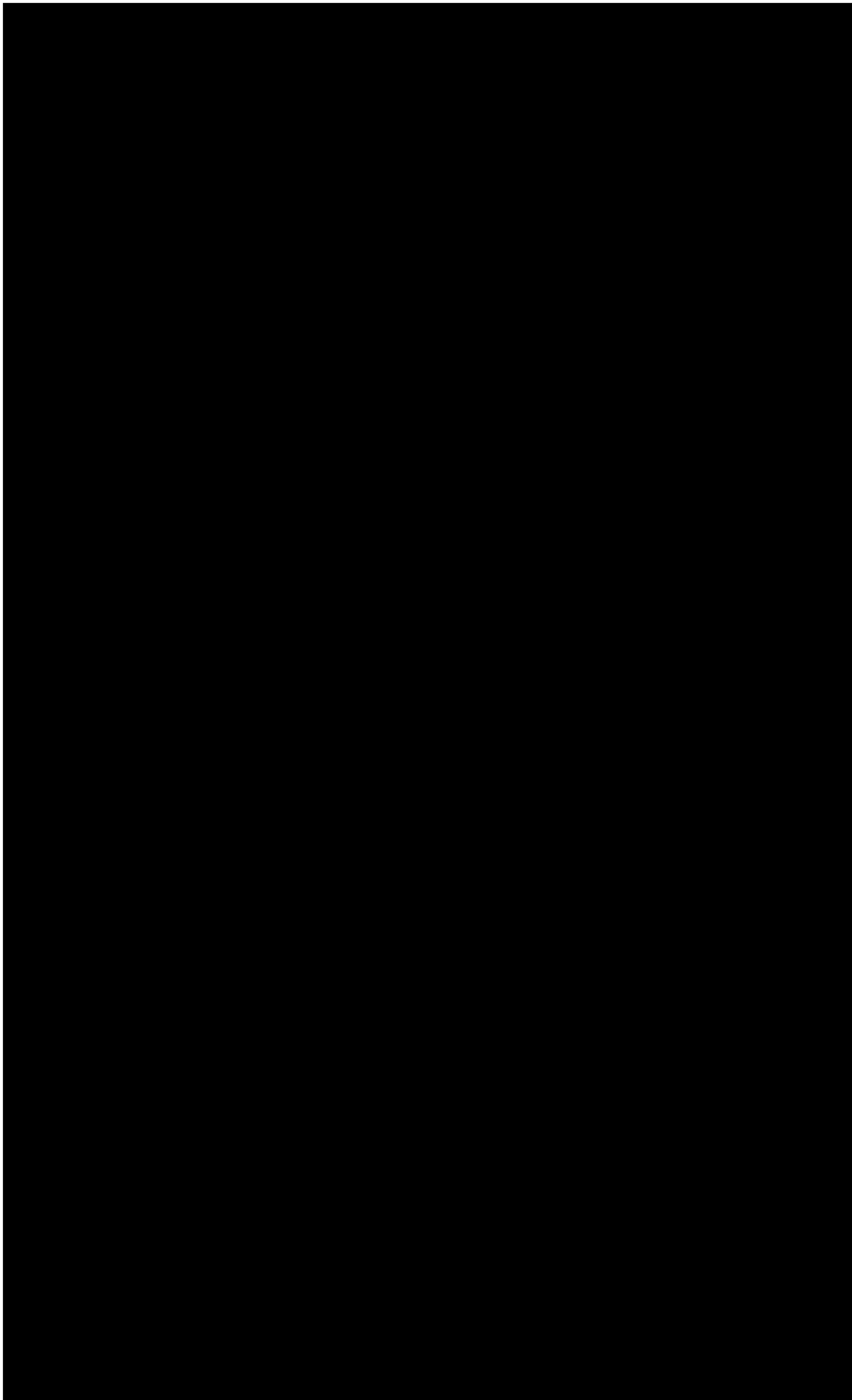


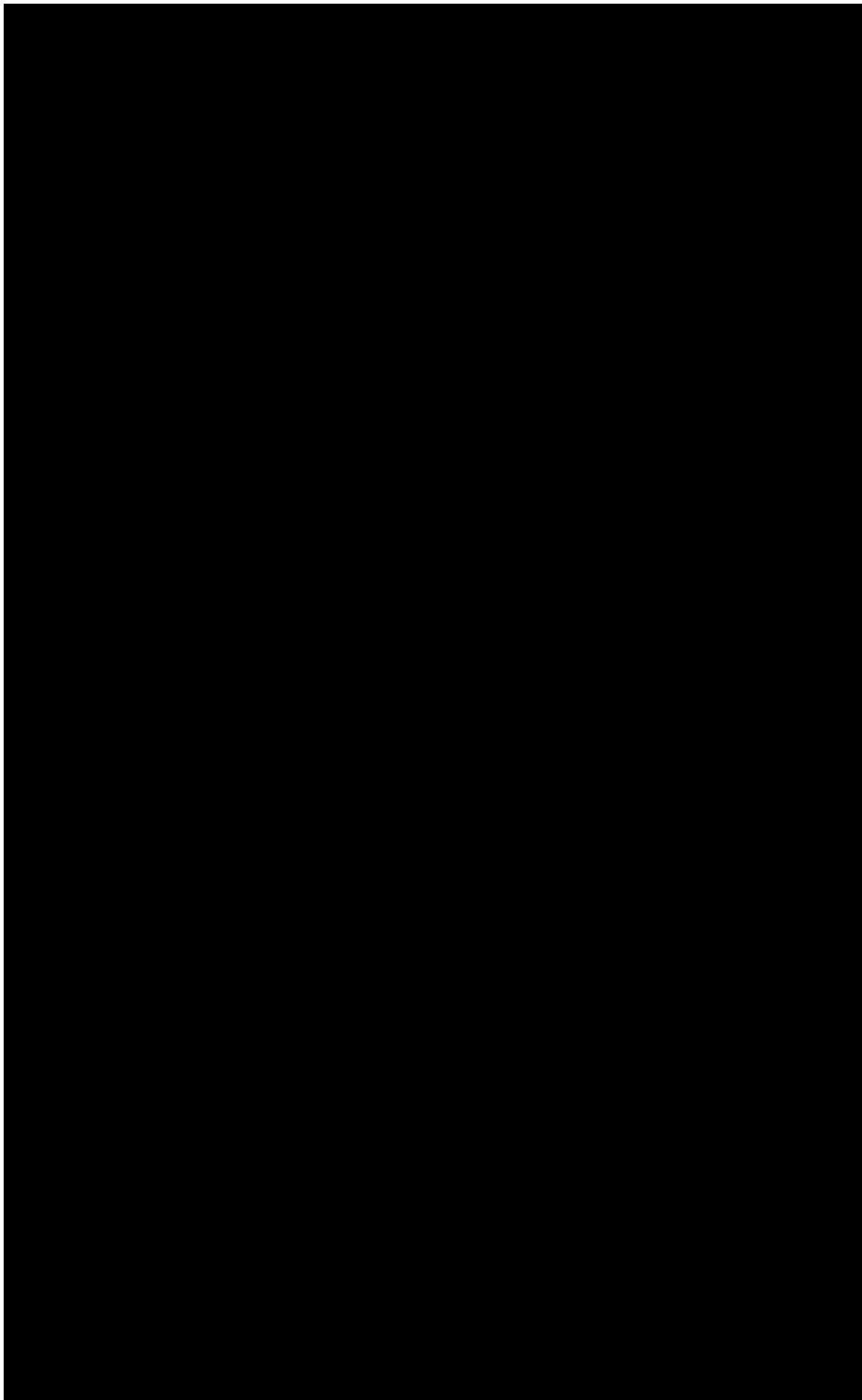
Appendix 3: Data Reporting Updates

[Redacted text block]

[Redacted text block]

[Large redacted text block]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**2025 ZESPRI GREEN & SWEET GREEN
QUALITY WITHDRAWAL**

SLA B5

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	The Registered Supplier has identified grower lines that could be repacked prior to export and meet export standards in the short term but are likely to deteriorate rapidly post FOBS. The management of the grower lines in-market will likely incur additional costs to the Pool greater than the value generated. In an attempt to mitigate additional Pool cost/risk, ZGL will utilise an alternative commercial mechanism to purchase this 'at risk' fruit line at a fixed point in time with the effect that this volume is removed from the exportable inventory. Under this SLA the grower lines will be subject to strict assessment criteria to determine the volume eligible for a reduced Pool payment and the volume to be put to Fruit Loss.
4.	Effective Date	1 April 2025.
5.	Term	For the 2025 season unless otherwise notified by ZGL to the Registered Supplier.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	Refer to the Supply Agreement Amendments attached at Appendix 2 to these Commercial Details.
9.	Commercial benefit to the Pool and risk or cost to the Pool	The Commercial benefit to the Pool is that potentially substandard fruit is not exported and therefore does not incur offshore fruit loss, repacking costs and dumping costs to the pool.
10.	Commercial benefits to the Registered Supplier	Registered Suppliers should be cost agnostic to Quality Withdrawal.
11.	Intellectual Property Terms	There is no Intellectual Property Developed in this SLA. N/A.
12.	Other Terms	No Other Terms are required. N/A.
13.	Termination Provisions	N/A

Appendix 1: Payment Terms

- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]

Appendix 2: Supply Agreement Amendments

1. The terms of the **Supply Agreement** are amended as set out below:

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

1.2 **Pricing and Payment Manual:**

(a) **Section B1 Service Costs, clause B1.1(a) "Pack Differential"** is varied per clause 2.1(d) of **Appendix 1: Payment Terms** to the **Commercial Details** above;

(b) **Section B1 Service Costs, clause B1.1(b) "Time Rates"** is varied per **clause 1** of **Appendix 1: Payment Terms** to the **Commercial Details**.

■

[REDACTED]

(d) **Section C6 Payment For Service Costs, clause C6.2 Payment timing for Pack Differential and Time Rates** is varied per **clause 1** of **Appendix 1: Payment Terms** to the **Commercial Details**.

2 SERVICE SCHEDULE

1. ASSESSMENT

- 1.1 In order to establish the Quality Removal Volume that is to be removed from inventory ZGL will carry out a Quality Assessment of the nominated grower lines at the Registered Suppliers facility, the process of which is set out in **Appendix 1**. This assessment is to establish the percentage of a line that meets export standards. ZIL must be advised 48 hours prior to the assessment commencing and may elect to have a representative present for some or all the assessment process.
- 1.2 Only lines that could be repacked to reach export standards are eligible for this SLA. Lines that would fail to meet export standards after repacking must be removed from inventory as Registered Supplier liable Fruit Loss.
- 1.3 The Registered Supplier will notify ZGL of the Quality Assessment results by providing the “Quality withdrawal assessment spreadsheet” per Appendix 3 via email to the applicable Zespri QA and commercial@zespri.com. The results will be reviewed by ZGL and, following agreement between ZGL and the Registered Supplier, the Quality Removal Volume will be finalised in writing.
- 1.4 For the avoidance of doubt the acceptance of a grower line prior to, during, or following the Quality Assessment as eligible to participate in this SLA is at ZGL’s sole discretion.

2. EDI AND DISPOSAL PROCESS



The Services can be amended by agreement between the parties from time to time.

■

[REDACTED]

[REDACTED]

■

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

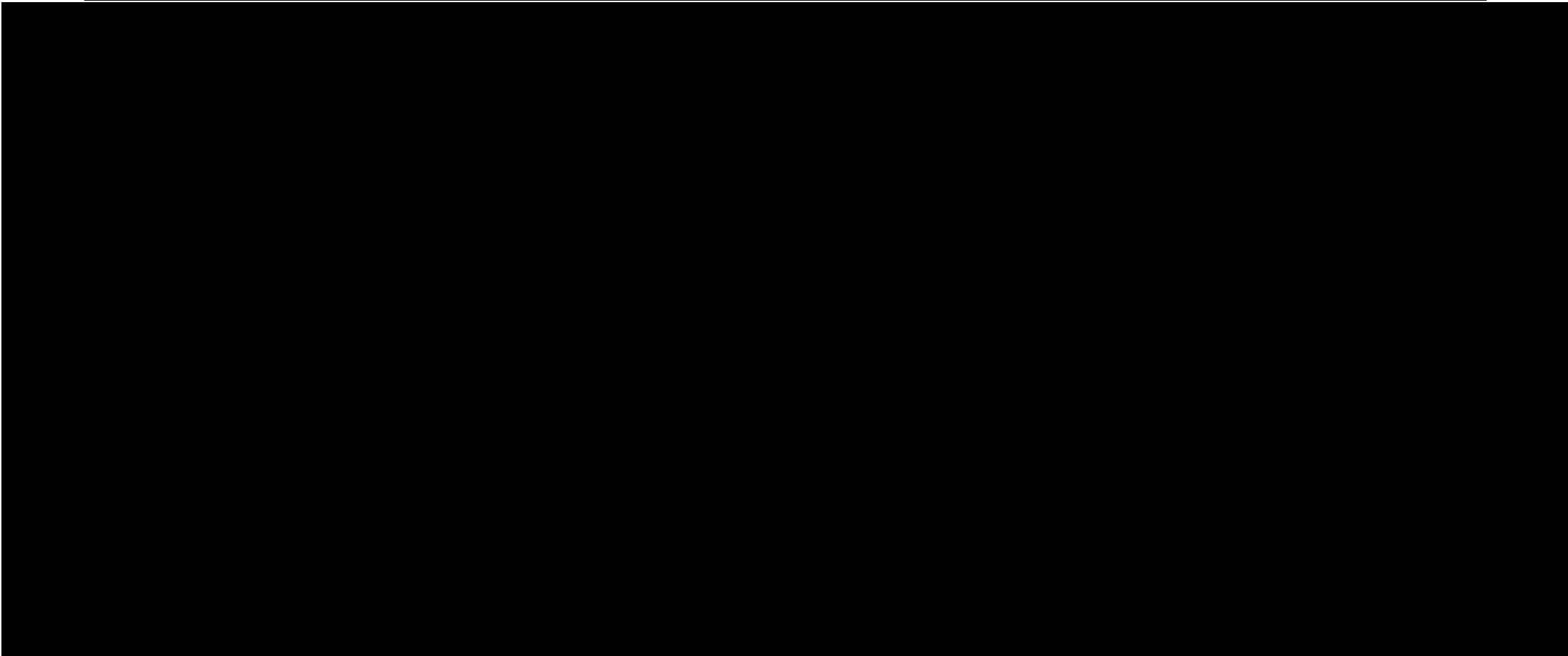
- [REDACTED]

- [REDACTED]

[Redacted]

[Redacted]

Appendix 3: Quality Withdrawal Financial Spreadsheet







**2025 ZESPRI GOLD
QUALITY WITHDRAWAL**

SLA B6

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	The Registered Supplier has identified grower lines that could be repacked prior to export and meet export standards in the short term but are likely to deteriorate rapidly post FOBS. The management of the grower lines in-market will likely incur additional costs to the Pool greater than the value generated. In an attempt to mitigate additional Pool cost/risk, ZGL will utilise an alternative commercial mechanism to purchase this 'at risk' fruit line at a fixed point in time with the effect that this volume is removed from the exportable inventory. Under this SLA the grower lines will be subject to strict assessment criteria to determine the volume eligible for a reduced Pool payment and the volume to be put to Fruit Loss.
4.	Effective Date	1 April 2025.
5.	Term	For the 2025 season unless otherwise notified by ZGL to the Registered Supplier.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	Refer to the Supply Agreement Amendments attached at Appendix 2 to these Commercial Details.
9.	Commercial benefit to the Pool and risk or cost to the Pool	The Commercial benefit to the Pool is that potentially substandard fruit is not exported and therefore does not incur offshore fruit loss, repacking costs and dumping costs to the pool.
10.	Commercial benefits to the Registered Supplier	Registered Suppliers should be cost agnostic to Quality Withdrawal.
11.	Intellectual Property Terms	There is no Intellectual Property Developed in this SLA. N/A.
12.	Other Terms	No Other Terms are required. N/A.
13.	Termination Provisions	N/A

Appendix 1: Payment Terms

- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]

Appendix 2: Supply Agreement Amendments

1. The terms of the **Supply Agreement** are amended as set out below:

- [REDACTED]
- [REDACTED]
- [REDACTED]

1.2 **Pricing and Payment Manual:**

- (a) **Section B1 Service Costs, clause B1.1(a) "Pack Differential"** is varied per clause 2.1(d) of **Appendix 1: Payment Terms** to the **Commercial Details** above;
- (b) **Section B1 Service Costs, clause B1.1(b) "Time Rates"** is varied per **clause 1** of **Appendix 1: Payment Terms** to the **Commercial Details**.

- [REDACTED]

- (d) **Section C6 Payment For Service Costs, clause C6.2 Payment timing for Pack Differential and Time Rates** is varied per **clause 1** of **Appendix 1: Payment Terms** to the **Commercial Details**.

2 SERVICE SCHEDULE

1. ASSESSMENT

- 1.1 In order to establish the Quality Removal Volume that is to be removed from inventory ZGL will carry out a Quality Assessment of the nominated grower lines at the Registered Suppliers facility, the process of which is set out in **Appendix 1**. This assessment is to establish the percentage of a line that meets export standards. ZIL must be advised 48 hours prior to the assessment commencing and may elect to have a representative present for some or all the assessment process.
- 1.2 Only lines that could be repacked to reach export standards are eligible for this SLA. Lines that would fail to meet export standards after repacking must be removed from inventory as Registered Supplier liable Fruit Loss.
- 1.3 The Registered Supplier will notify ZGL of the Quality Assessment results by providing the “Quality withdrawal assessment spreadsheet” per Appendix 3 via email to the applicable Zespri QA and commercial@zespri.com. The results will be reviewed by ZGL and, following agreement between ZGL and the Registered Supplier, the Quality Removal Volume will be finalised in writing.
- 1.4 For the avoidance of doubt the acceptance of a grower line prior to, during, or following the Quality Assessment as eligible to participate in this SLA is at ZGL’s sole discretion.
- 1.5 To be eligible to participate in this SLA ISO week eleven and twelve packed fruit must comply with the conditions for quality withdrawal in the Product Management – Managing Soft lines section of the ZGL Quality Manual.

2. EDI AND DISPOSAL PROCESS



The Services can be amended by agreement between the parties from time to time.

■

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

■

[REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

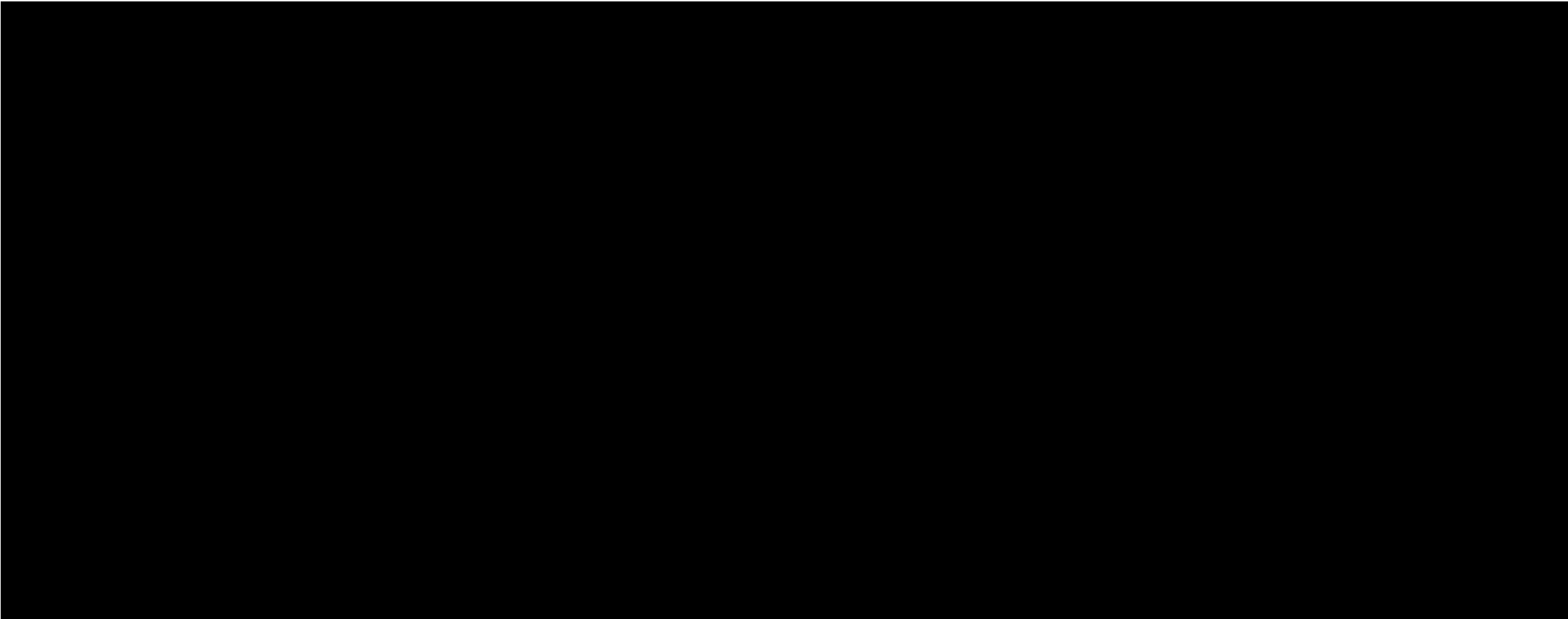
- [REDACTED]

- [REDACTED]

[Redacted]

[Redacted]

Appendix 3: Quality Withdrawal Financial Spreadsheet







ADVANCED VOLUME MOVEMENT

SLA B7

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	Registered suppliers have advised of an onshore static capacity constraint in weeks 19-23. In response to this Zespri intend to pull forward a number of shipments scheduled for later in the season to increase movement over period 2. A consequence of this is increased inventory levels in [REDACTED] for a short period of time. This programme will be a user pays programme with additional costs to be borne by the Registered Supplier. Due to the current shipping environment there may be slippages in the shipping plans which could result in Advanced Movement volumes being shipped later than originally planned.
4.	Effective Date	1 April 2025.
5.	Term	The 2025 Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	Refer to the Supply Agreement Amendments attached at Appendix 2 to these Commercial Details.
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	N/A
12.	Other Terms	See the Terms below.
13.	Termination Provisions	N/A

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

(b) Notwithstanding **clause A9** of the Generic Provisions of the **Supply Agreement A** dispute cannot be raised on the grounds that ZGL had a duty to monitor [REDACTED]

2. SERVICE SCHEDULE

1. SERVICES

1.1 The Registered Supplier will supply the volume allocations set out clause 2 below for shipping to off-shore coolstorage in China and/or Japan by the dates notified to the Registered Supplier in writing by Zespri in accordance with the Volume Commitment as set out in clause 2 below, in accordance with the terms of this SLA.

1.2 ZGL reserves the right to ship the Volume Commitment later than originally planned, as there may be slippages in shipping plans.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

The Services can be amended by agreement between the parties from time to time.

Appendix 1: Volume Commitment





**2025 ZESPRI GREEN CONVENTIONAL AND
ZESPRI SUNGOLD CONVENTIONAL TO [REDACTED]**

SLA C1

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply [REDACTED] with Zespri Green Conventional and Zespri SunGold Conventional Kiwifruit (Kiwifruit) for the 2025 season under the terms of a [REDACTED]
4.	Effective Date	1 st April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The 2025 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA: [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling export of Kiwifruit into a market with unique market access requirements.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier receives payment of [REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	None.
13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.

Appendix 1: Payment Terms

- [REDACTED]
- [REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 ZGL will base Contracted Volumes on market demand and will allocate the Registered Supplier contract volume by pack, size (**Programme Specifications**) in December 2024 following publication of the Departure Forecast in December. **Contracted Volumes** are listed in the most recent 2025 Special Programmes Schedule as provided by ZGL.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule, the Contracted Volume in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.3 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 2**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

█ [REDACTED]

█ [REDACTED]

2. PACKAGING SPECIFICATIONS

█ [REDACTED]

- 2.2 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all ZIL approved packaging used by the Registered Supplier for the purposes of this SLA.

3. █ SPECIFICATIONS

- 3.1 Identify each pallet as per 2.1 Packaging specification. The Registered Supplier must meet the market access requirements as listed in **Appendix 1**.

█ [REDACTED]

The Services can be amended by agreement between the parties from time to time.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

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█ [REDACTED]

[REDACTED]



**2025 ZESPRI GREEN CONVENTIONAL
UNLABELLED 33s TO [REDACTED]
SLA C2**

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers
3.	Purpose and background to the SLA	ZGL is seeking to supply Zespri® Green Conventional size 33 unlabelled Kiwifruit (Kiwifruit) to [REDACTED] for the 2025 season
4.	Effective Date	1 st April 2025
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED] [REDACTED]
8.	Supply Agreement Amendments	The 2025 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA: [REDACTED] [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling export of Kiwifruit into a market with unique market access requirements.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier receives payment of [REDACTED] [REDACTED] [REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	None.
13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 ZGL will base Contracted Volumes on market demand and will allocate the Registered Supplier contract volume by pack, size (**Programme Specifications**) in December 2024 following publication of the Departure Forecast in December. **Contracted Volumes** are listed in the most recent 2025 Special Programmes Schedule as provided by ZGL.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule, the Contracted Volumes in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.3 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **Clause 2**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

█ [REDACTED]

█ [REDACTED]

2. PACKAGING SPECIFICATIONS

- 2.1 All Kiwifruit supplied under this SLA must be HW1CK, size 33 and Unlabelled.

█ [REDACTED]

█ [REDACTED]

- 2.4 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all ZIL approved packaging used by the Registered Supplier for the purposes of this SLA.

The Services can be amended by agreement between the parties from time to time.



**2025 ZESPRI GREEN CONVENTIONAL SIZE 42
UNLABELLED TO [REDACTED]
SLA C3**

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply Unlabelled size 42 Zespri Green Conventional Kiwifruit (Kiwifruit) to [REDACTED] for the 2025 season to meet Point of Sale requirements for certain [REDACTED] retailers.
4.	Effective Date	1 st April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The 2025 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA: [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling export of Kiwifruit into a market with unique market access requirements.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier receives payment of [REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	None.
13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 ZGL will base Contracted Volumes on market demand and will allocate the Registered Supplier contract volume by pack, size (**Programme Specifications**) in December 2024 following publication of the Departure Forecast in December. **Contracted Volumes** are listed in the most recent 2025 Special Programmes Schedule as provided by Zespri.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule, the volumes in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.3 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 2**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

■ [REDACTED]

■ [REDACTED]

2. PACKAGING SPECIFICATIONS

- 2.1 All Kiwifruit supplied under this SLA must be HW1CK, size 42, and Unlabelled.
- [REDACTED]
- 2.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all ZIL approved packaging used by the Registered Supplier for the purposes of this SLA.

The Services can be amended by agreement between the parties from time to time.



**2025 ZESPRI HW1CK DATA BAR
LABELS TO [REDACTED]
SLA C4**

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply Size 33 with Data Bar Labels to [REDACTED] for the 2025 season to meet Point of Sale requirements for certain [REDACTED] retailers.
4.	Effective Date	1 st April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The 2025 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA: [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling export of Kiwifruit into a market with unique market access requirements.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier receives payment of [REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	None.
13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 ZGL will base Contracted Volumes on market demand and will allocate the Registered Supplier Contract Volume by pack, size (**Programme Specifications**) in December 2024 following publication of the Departure Forecast in December. **Contracted Volumes** are listed in the most recent 2025 Special Programmes Schedule as provided by ZGL.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule, the Contracted Volumes in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.3 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 2**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.



[Redacted text block]



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2. PACKAGING SPECIFICATIONS

- 2.1 All Kiwifruit supplied under this SLA must be HW1CK, Size 33 and labelled with Zespri® Green Data Bar Labels.
- 2.3 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all ZIL approved packaging used by the Registered Supplier for the purposes of this SLA.

The Services can be amended by agreement between the parties from time to time.



**2025 [REDACTED]
ZESPRI CONVENTIONAL
GREEN, SUNGOLD AND
RUBYRED KIWIFRUIT
TO [REDACTED]**

SLA C5

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	For the 2025 Season, ZGL is seeking to supply the following Kiwifruit to the [REDACTED] market pursuant to a Collaborative Marketing Arrangement with [REDACTED]: <ul style="list-style-type: none">• Zespri Green Conventional Kiwifruit; and• Zespri SunGold Conventional Kiwifruit.• Zespri RubyRed Conventional Kiwifruit.
4.	Effective Date	1 st April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	Refer to the Payment Terms attached at Appendix 1 to these Commercial Details.
8.	Supply Agreement Amendments	The terms of Supply Agreement are amended as follows: [REDACTED] [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the export of Kiwifruit into a market with unique market access requirements.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier receives payment of [REDACTED] [REDACTED] [REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	None.
13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.

2 SERVICE SCHEDULE

1 CONTRACTED VOLUME

- 1.1 ZGL will base the Contracted Volumes on market demand and will allocate the Registered Supplier contract volume by pack, size (**Programme Specifications**) in December 2024 following publication of the Departure Forecast in December. **Contracted Volumes** are listed in the most recent 2025 Special Programmes Schedule as provided by ZGL.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule. the Contracted Volumes in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.3 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 2**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

█ [REDACTED]

█ [REDACTED]

2 PACKAGING SPECIFICATIONS

█ [REDACTED]

█ [REDACTED]

3 [REDACTED] SPECIFICATIONS

█ [REDACTED]

3.2 The Registered Supplier must meet the market access requirements set out in **Appendix 2**.

The Services can be amended by agreement between the parties from time to time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

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**2025 ZESPRI KIWIFRUIT TO
COLLABORATIVE MARKETS**

SLA C6

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers (noting that ZGL reserves the right to prioritise orders relating to this programme as described in item 12 (Other Terms) below).
3.	Purpose and background to the SLA	For the 2025 Season, ZGL is seeking to supply Zespri Green Conventional, Zespri Green Organic, Zespri SunGold Conventional, Zespri SunGold Organic Kiwifruit and Zespri RubyRed Kiwifruit to the [REDACTED] pursuant to certain Collaborative Marketing Arrangements.
4.	Effective Date	1 st April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The terms of Supply Agreement are amended as follows: [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling the export of Kiwifruit into an additional market.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier may be eligible for [REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	The Kiwifruit supplied under this SLA must be delivered to the warehouses of the Collaborative Marketing partners prior to export. These warehouses are located near to Auckland Airport. Zespri reserves the right to prioritise the orders of Kiwifruit to be supplied under this SLA based on the supplier's proximity to Auckland on the following commercial grounds: [REDACTED]

13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.
-----	------------------------	---

Appendix 1: Payment Terms

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2 SERVICE SCHEDULE

1 CONTRACTED VOLUME

- 1.1 ZGL will base the Contracted Volumes on market demand and will allocate the Registered Supplier's Contracted Volumes by pack, size (**Programme Specifications**) in December 2024 following publication of the Departure Forecast in December. **Contracted Volumes** are listed in the most recent 2025 Special Programmes Schedule as provided by ZGL.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule, the Contracted Volumes in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.
- 1.3 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
 - (a) the Packaging Specifications below at **clause 4**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

■ [REDACTED]

■ [REDACTED]

2 ORDER ALLOCATION

■ [REDACTED]

3 EDI REQUIREMENTS

[REDACTED]

4 PACKAGING SPECIFICATIONS

- 4.1 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all ZIL approved packaging used by the Registered Supplier for the purposes of this SLA.

The Services can be amended by agreement between the parties from time to time.



**2025 ZESPRI GREEN CONVENTIONAL SIZE 33
UNLABELLED TO [REDACTED]
SLA C7**

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	ZGL is seeking to supply Unlabelled size 33 Zespri Green Conventional Kiwifruit (Kiwifruit) to [REDACTED] pursuant to a Collaborative Marketing Arrangement or the 2025 season to meet requirements for a [REDACTED]
4.	Effective Date	06 June 2025 – TBC pending approval
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The 2025 Supply Agreement terms and conditions are varied, with the following provisions excluded for the purposes of this SLA: [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	Increases returns to the Pool by enabling export of Kiwifruit into a market with unique market access requirements.
10.	Commercial benefits to the Registered Supplier	The Registered Supplier receives [REDACTED]
11.	Intellectual Property Terms	None
12.	Other Terms	None
13.	Termination Provisions	ZGL may terminate this SLA prior to the effective date by giving the Registered Supplier at least 10 working days prior notice.

Appendix 1: Payment Terms

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2. SERVICE SCHEDULE

1. CONTRACTED VOLUME

- 1.1 The Total Contracted Volume for this SLA will be [REDACTED] ZGL will allocate the Registered Supplier's contracted volume once it is known which Suppliers wish to participate in the programme.
- 1.2 In the event of changes to the programme ZGL shall advise the Registered Supplier via a change to the Registered Supplier's Special Programmes Schedule, the volumes in the previous 2025 Special Programmes Schedule will no longer be applicable and the recently agreed Programme Specifications will apply.

- [REDACTED]
- 1.4 All Kiwifruit supplied under this SLA by the Registered Supplier must be packed in accordance with:
- (a) the Packaging Specifications below at **Clause 2**; and
 - (b) the Registered Supplier's latest advised Programme Specifications.

2. PACKAGING SPECIFICATIONS

- 2.1 All Kiwifruit supplied under this SLA must be HW1CK, size 33, and Unlabelled.

- [REDACTED]
- [REDACTED]
- 2.4 The Packaging Management Policy as per the **Packaging Componentry** section of the **ZIL Quality Manual** will apply to all ZIL approved packaging used by the Registered Supplier for the purposes of this SLA.

The Services can be amended by agreement between the parties from time to time.



2025 ECPI DONOR FRUIT

SLA D1

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to specific Registered Suppliers that were selected because they had sufficient proximity to Tauranga Wharf to be able to provide the Donor Fruit to meet Zespri's requirements.
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	1 April 2025.
5.	Term	For the Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	The terms of the Supply Agreement are amended as follows: [REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	Suppliers get an [REDACTED]

11.	Intellectual Property Terms	None.
12.	Other Terms	Donor Fruit requirements are not finalised until ECPI processes at the Tauranga Wharf are completed. Volumes are relatively small and Zespri often has limited time in putting the commercial arrangements in place. Proximity of the registered supplier to the Tauranga Wharf is therefore an important factor.
13.	Termination Provisions	N/A

2. SERVICE SCHEDULE

1. DESIGNATED FACILITY

1.1 The designated facility that will supply Donor Fruit under this contract is: [REDACTED]

2. ORDER PROCESS

- 2.1 ZGL will contact the facility directly to order Donor Fruit, with the information of the volume of the fruit and size required.
- 2.2 The Registered Supplier will ensure that the facility codes all Donor Fruit supplied to Reason code "04 Research/ZIL use" as set out in the EDI Manual.
- 2.4 The Registered Supplier will ensure that the facility emails the Authorisation of Fruit Loss Categories forms (as provided by Zespri) on a weekly basis for all Donor Fruit supplied to ZGL EDI Team (EDI.Team@zespri.com).

3. SUPPLY REQUIREMENTS

- 3.1 The Registered Supplier will only supply Donor Fruit that is in accordance with the following requirements:
 - (a) Pursuant to **clause A17** of the **2025 Supply Agreement** the supplying Registered Supplier must have supplied to ZGL a declaration signed by the relevant Kiwifruit Titleholder stating that the Kiwifruit to be supplied has been produced on a KPIN which does not contain Non-Compliant Fruit. This Kiwifruit must have also received a negative residue test result.
 - (b) Y Taste Band (unless otherwise advised in writing by ZGL).
 - (c) Protocols as requested in the case of Zespri® SunGold.
 - (d) All Market status in accordance with the Sampling Specifications section of the ZIL Quality Manual; and 'Zespri Ship by Rules' apply to Donor Fruit.
 - (e) Sizes as requested.
 - 3.2 The Registered Supplier must be able to provide Conventional Kiwifruit (Zespri® Green and Zespri® SunGold) as required by ZGL.
 - 3.3 The Registered Supplier will arrange transport to send pallet to ECPI Wharf, Port of Tauranga.
 - 3.4 The Registered Supplier will send 'full pallets' unless agreed by ZGL otherwise. However, small volume of fruit can be ordered upon agreement with the Registered Supplier, for instance, at the end of Season or in case of new commercial varieties.
- ### **4. DISPENSATION**
- 4.1 Where any of the supply requirements cannot be met for any reason a dispensation is to be sought in writing from the Zespri Quality Assurance Manager.

The Services can be amended by agreement between the parties from time to time.

8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	No immediate commercial benefit, but the Registered Supplier will gain knowledge and experience trialling the [REDACTED]
11.	Intellectual Property Terms	By participating in this SLA the Registered Supplier consents to any resulting data and information being shared with the kiwifruit industry.
12.	Other Terms	See Schedule 2 (Service Schedule) including its Appendix for further trial information.
13.	Termination Provisions	This SLA can be terminated at any stage as agreed by ZGL and Registered Supplier.

2. SERVICE SCHEDULE

1. VOLUMES

█ [REDACTED]

2. PACKING SPECIFICATIONS

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

This SLA can be amended by agreement between the parties from time to time.

APPENDIX A- FURTHER TRIAL DETAILS

Experimental Design:

[REDACTED]

[REDACTED]

Trial Scope

[REDACTED]

[REDACTED]

Definitions of success

- [REDACTED]
- [REDACTED]
- [REDACTED]

Product Characteristics

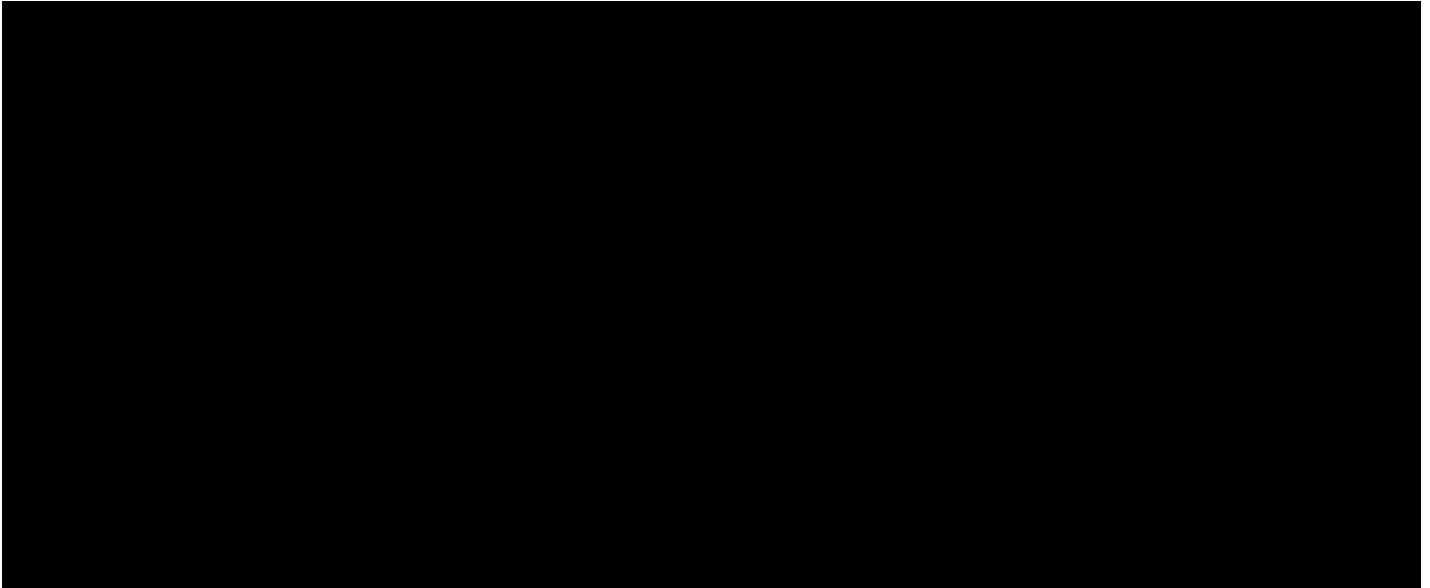
- [REDACTED]

[REDACTED]

Product Certifications / Food Safety Standards

[REDACTED]

Trial Details

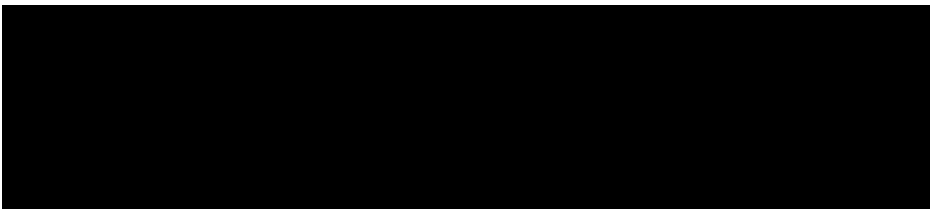


Trial Set up

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Assessments

- [Redacted]
- [Redacted]
- [Redacted]



- [Redacted]
-
- A large, solid black rectangular redaction block covers the bottom portion of the 'Assessments' section.

Orders / Shipping

█ [Redacted]
█ [Redacted]

Market Inspection / Outturn

█ [Redacted]
█ [Redacted]

Key Contacts:

█	█	█
█	█	█
	█	█



2025 [REDACTED] TRIAL SLA
SLA D3

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This is a Generic SLA initiated by ZGL open to all Registered Suppliers.
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	1 st April 2025.
5.	Term	2025 Period 1 – KiwiStart.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	N/A
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	N/A
12.	Other Terms	Refer to the Service Schedule.
13.	Termination Provisions	As per the Service Schedule, Zespri can terminate this SLA at any time on written notice to the Registered Supplier.

2. SERVICE SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted text]

[Redacted text]



2025 [REDACTED]

SLA D4

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers. Successful applicants will need to have Controlled Atmosphere (CA) infrastructure.
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	16 April 2025.
5.	Term	2025 Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	None.
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]

		[REDACTED] [REDACTED]
11.	Intellectual Property Terms	Consolidated results from the programme will be shared by Zespri to all registered suppliers and the wider industry.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	ZGL may, at any time at least 10 working days prior to [REDACTED] terminate this SLA by giving notice to the Registered Supplier.

2. SERVICE SCHEDULE

2.1 Volumes

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

2.2 Timing

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

2.3 Storage conditions

[REDACTED]

[REDACTED]

2.4 Monitoring and provision of data

[REDACTED]

- [REDACTED]
- [REDACTED]

2.5 Pack Indicators

[Redacted text]

2.6 Results

[Redacted text]

2.7 Amendments

The Services can be amended by agreement between the parties from time to time.



2025 [REDACTED] Trial

SLA D5

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	1 April 2025.
5.	Term	2025 Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	Zespri will own all intellectual property relating to the trial. The trial results will be presented to industry by the end of 2025.
12.	Other Terms	[REDACTED]

		[REDACTED]
13.	Termination Provisions	ZGL may, at any time at least 10 working days prior to commencement of the fruit being placed into the Trial, terminate this SLA by giving notice to the Registered Supplier.

2. SERVICE SCHEDULE

2.1 Volumes

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

2.2 Timing

[REDACTED]

2.3 Storage conditions

[REDACTED]

2.4 Pack Indicators

[REDACTED]

[REDACTED]

2.5 Access

[REDACTED]

2.6 Payment

[REDACTED]

2.7 Amendments

The Services can be amended by agreement between the parties from time to time.



EARLY [REDACTED] TRIAL

SLA D6

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	1 April 2025.
5.	Term	2025 Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]

10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	The relevant learnings from the trial will be disclosed to all Suppliers by the end of 2025.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	ZGL may, at any time, terminate this SLA by giving the Registered Supplier at least 10 working days prior notice.

2. SERVICE SCHEDULE

2.1 Volumes

[REDACTED]

2.2 Conditioning Regime and Storage Conditions

[REDACTED]

2.3 Pack Indicators

[REDACTED]

2.4 Results

[REDACTED]

2.5 Payments

[REDACTED]



2.6 Amendments

The Services can be amended by agreement between the parties from time to time.



2025 [REDACTED] TRIAL

SLA D8

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to Registered Suppliers based in [REDACTED]
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	1 April 2025 [REDACTED] – approximately week 16 (15 April 2025).
5.	Term	Trial is to be completed in the 2025 season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	N/A
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	Trial can be terminated at any stage as agreed by ZGL and Registered Supplier.

2. SERVICE SCHEDULE

1. VOLUMES

█ [REDACTED]

2. PACKING SPECIFICATIONS

█ [REDACTED]
[REDACTED]

█ [REDACTED]
[REDACTED]

█ [REDACTED]
█ [REDACTED]

█ [REDACTED]
[REDACTED]
[REDACTED]

█ [REDACTED]
[REDACTED]

█ [REDACTED]
[REDACTED]
[REDACTED]

3. EDI REQUIREMENT

█ [REDACTED]

4. ASSESSMENT OF TRIAL PRODUCT

█ [REDACTED]
[REDACTED]

5. FURTHER DETAIL

█ [REDACTED]

The Services and Appendix A can be amended by agreement between the parties from time to time.

Appendix A – Trial Details

Trial Scope

[Redacted]

Anticipated Outcome

- [Redacted]
- [Redacted]

Product Characteristics

- [Redacted]

Trial Details

[Redacted]

Trial Set up

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Trial Monitoring

| [REDACTED]
[REDACTED]

Assessments

| [REDACTED]

Orders / Shipping

| [REDACTED]

Market Inspection / Outturn

| [REDACTED]

| [REDACTED]

Key Contacts:

[REDACTED] [REDACTED] [REDACTED]

		[REDACTED]
8.	Supply Agreement Amendments	N/A
9.	Commercial benefit to the Pool and risk or cost to the Pool	N/A
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	Trial can be terminated at any stage as agreed by ZGL and Registered Supplier.

2. SERVICE SCHEDULE

1. VOLUMES

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2. PACKING SPECIFICATIONS

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

3. EDI REQUIREMENT

■ [REDACTED]
[REDACTED]

4. ASSESSMENT OF TRIAL PRODUCT

■ [REDACTED]

5. FURTHER DETAIL

■ [REDACTED]

The Services and Appendix A can be amended by agreement between the parties from time to time.

		[REDACTED]
8.	Supply Agreement Amendments	N/A
9.	Commercial benefit to the Pool and risk or cost to the Pool	N/A
10.	Commercial benefits to the Registered Supplier	N/A
11.	Intellectual Property Terms	None.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	Trial can be terminated at any stage as agreed by ZGL and Registered Supplier.

2. SERVICE SCHEDULE

1. VOLUMES

■ [REDACTED]

2. PACKING SPECIFICATIONS

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

3. EDI REQUIREMENT

■ [REDACTED]
[REDACTED]

4. ASSESSMENT OF TRIAL PRODUCT

■ [REDACTED]

5. FURTHER DETAIL

■ [REDACTED]

The Services and Appendix A can be amended by agreement between the parties from time to time.

[REDACTED]

[REDACTED]

any trial pallets require repacking because of condition checking prior to the repack taking place.

Trial Monitoring

[REDACTED]

[REDACTED]

[REDACTED]

Fruit Quality Assessments

[REDACTED]

Orders / Shipping

[REDACTED]

[REDACTED]

Market Inspection / Outturn

[REDACTED]

[REDACTED]

Key Contacts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



2025 [REDACTED] Trial

SLA D11

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to specific Registered Suppliers that were selected because they had sufficient proximity to Tauranga Port [REDACTED]
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	1 April 2025.
5.	Term	2025 Season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]

		[REDACTED]
8.	Supply Agreement Amendments	NA
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	All learnings from the trial will be disclosed to all suppliers by the end of 2025.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	ZGL may, at any time at least 10 working days prior to commencement of the fruit being placed into the Trial, terminate this SLA by giving notice to the Registered Supplier.

2. SERVICE SCHEDULE

2.1 Volumes

[Redacted]

2.2 Timing

[Redacted]

2.3 Storage conditions

[Redacted]

2.4 Pack Indicators

[Redacted]

2.5 Amendments

The Services can be amended by agreement between the parties from time to time.



[REDACTED]

TRIAL 2025

SLA D12

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers (through an expression of interest in December 2024).
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	24 March 2025
5.	Term	Estimated as 2 weeks [REDACTED] The exact duration may be amended during the trial through agreement by both parties.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]

8.	Supply Agreement Amendments	None
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED] [REDACTED] [REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED] [REDACTED]
11.	Intellectual Property Terms	Zespri will own all intellectual property relating to the trial. The data gathered during the [REDACTED] will be collected by Zespri and may be shared with Industry at Zespri's discretion. [REDACTED] [REDACTED] [REDACTED] [REDACTED]
12.	Other Terms	[REDACTED]
13.	Termination Provisions	ZGL may, at any time, terminate this SLA by giving the Registered Supplier at least 5 working days prior notice.

11.	Intellectual Property Terms	None.
12.	Other Terms	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
13.	Termination Provisions	The Trial can be terminated at any stage by either party on 10 working days notice.

2. SERVICE SCHEDULE

1. VOLUMES

■ [REDACTED]
[REDACTED]

2. PACKING SPECIFICATIONS

■ [REDACTED]
[REDACTED]

■ [REDACTED]
■

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

3. EDI REQUIREMENT

■ [REDACTED]

4. ASSESSMENT OF TRIAL PRODUCT

■ [REDACTED]
[REDACTED]

5. FURTHER DETAIL

■ [REDACTED]

The Services and Appendix A can be amended by agreement between the parties from time to time.

Appendix A – Trial Details

Trial Scope

[REDACTED]

Desired Outcome

- [REDACTED]
- [REDACTED]

Product Characteristics

- [REDACTED]

Trial Details

[REDACTED]

Trial Set up

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Trial Monitoring

- [REDACTED]

Assessments

█ [REDACTED]

Orders / Shipping

█ [REDACTED]

Market Inspection / Outturn

█ [REDACTED]

█ [REDACTED]

Key Contacts:

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]



2025 [REDACTED] TRIAL

SLA D16

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	[REDACTED]
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	The Trial is expected to commence in May 2025.
5.	Term	Trial is to be completed in the 2025 season.
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	N/A

9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	Trial can be terminated at any stage by either party on 10 working days notice.

2. SERVICE SCHEDULE

1. VOLUMES

■ [REDACTED]
[REDACTED]

2. PACKING SPECIFICATIONS

■ [REDACTED]
[REDACTED]

■ [REDACTED]
■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

3. EDI REQUIREMENT

■ [REDACTED]

4. ASSESSMENT OF TRIAL PRODUCT

■ [REDACTED]
[REDACTED]

5. FURTHER DETAIL

■ [REDACTED]

The Services and Appendix A can be amended by agreement between the parties from time to time.

Trial Monitoring

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
 - █ [REDACTED]
 - █ [REDACTED]
 - █ [REDACTED]
 - █ [REDACTED]

Trial Method

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

Orders / Shipping

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

Market Inspection / Outturn

- █ [REDACTED]
 - █ [REDACTED]
 - █ [REDACTED]
- █ [REDACTED]

Key Contacts:

█ █ █ █

9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	None.
12.	Other Terms	[REDACTED]
13.	Termination Provisions	Trial can be terminated at any stage by either party on 10 working days notice.

2. SERVICE SCHEDULE

1. VOLUMES

■ [REDACTED]
[REDACTED]

2. PACKING SPECIFICATIONS

■ [REDACTED]
[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

3. EDI REQUIREMENT

■ [REDACTED]

4. FURTHER DETAIL

■ [REDACTED]

The Services and Appendix A can be amended by agreement in writing between the parties from time to time.

Appendix A – Trial Details

Trial Scope

[REDACTED]

Desired Outcome

- [REDACTED]
- [REDACTED]

Trial Details

[REDACTED]

Trial Instructions

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Trial Monitoring

- [REDACTED]
- [REDACTED]



SLA D18

THE PARTIES AGREE AS FOLLOWS:

1. COMMERCIAL DETAILS

1.	Parties to the SLA	Zespri Group Limited (ZGL or Zespri) The Registered Supplier specified on the cover page of the SLA Pack (Registered Supplier)
2.	Party that Initiated the SLA	This SLA was initiated by ZGL and made available to all Registered Suppliers.
3.	Purpose and background to the SLA	[REDACTED]
4.	Effective Date	28 July 2025
5.	Term	2025 Season
6.	Services	Refer to the Service Schedule.
7.	Payment Terms	[REDACTED]
8.	Supply Agreement Amendments	[REDACTED]
9.	Commercial benefit to the Pool and risk or cost to the Pool	[REDACTED]
10.	Commercial benefits to the Registered Supplier	[REDACTED]
11.	Intellectual Property Terms	The relevant learnings from the trial will be disclosed to relevant industry groups by the end of 2025.
12.	Other Terms	N/A
13.	Termination Provisions	ZGL may, at any time, terminate this SLA by giving the Registered Supplier at least 10 working days prior notice.

2. SERVICE SCHEDULE

2.1 Trial Description, Volumes and Timing

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

2.2 Product Requirements

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

█ [REDACTED]

2.3 Additional Services

[REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]
[REDACTED]

█ [REDACTED]

█ [REDACTED]
[REDACTED]

2.4 Pack Indicators

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

2.5 Results

[REDACTED]

2.6 Payments

[REDACTED]
[REDACTED]

2.7 Amendments

The Services can be amended by agreement between the parties from time to time.