



Milk Supply Agreement

Agreement number - 001620

Farmer details	Processor details
Farmer's Name:	Processor's Name: Cicchiello Enterprises Pty Ltd trading as La Casa Del Formaggio
ACN/ABN (if applicable):	ACN/ABN: 074 444 072
Address:	Address: 35 Sunbeam Road, Glynde South Australia 5070
Email:	Email: gioc@lacasa.com.au
Phone:	Phone: 08 8336 2020

1. Agreement

1. This Agreement sets out the terms and conditions on which the Processor is prepared to buy milk from the Farmer, as required by the *Competition and Consumer (Industry Codes-Dairy) Regulations 2019 (Code)*.
2. The Farmer and Processor must always deal with each other in good faith, in accordance with section 11 of the Code.
3. For the term of this Agreement, the Farmer agrees to supply, and the Processor agrees to buy, milk of the type, quantity, quality and specifications set out in this Agreement for the prices stated in, or calculated in accordance with, this Agreement.
4. This Agreement is comprised of these terms, the Schedule, and the Annexures, in accordance with section 22(b) of the Code.
5. In accordance with section 22(b) of the Code, this Agreement (including its Schedule and Annexures) contains the entire agreement between the parties in relation to their subject matter and supersedes all previous agreements, understandings, communications, and representations on the subject matter.
6. The parties will keep a record, or a copy of a record, of this Agreement for at least six years following the end of the Term, in accordance with section 55(3) of the Code.

2. Term of Agreement

1. This Agreement commences on 01.07.2020 and will end on 30.06.2021 (**Term**), as required by section 24 of the Code, unless terminated earlier by written agreement by the parties or under clauses 14.4, 15 or 16.
2. If the Term of this Agreement under clause 2.1 is longer than 3 years, the Farmer has one option to extend the Term by 12 months by giving written notice to the Processor, in accordance with section 36(2) of the Code. The Farmer must give written notice under this clause no earlier than 30 days before, and no later than 7 days before, the end of the Term, as required by section 36(3) of the Code.
3. If the Term of this Agreement under clause 2.1 is 3 years or less:
 - (a) the Processor shall in writing at least 30 days prior to the end of the Term, notify the Farmer of the Processor's intention to renew, extend or end the Term; and
 - (b) where the Processor informs the Farmer of an intention to extend or renew the Term the Farmer shall within 15 days notify the Processor of their intention to agree to or reject the proposal; and
 - (c) if the Processor or Farmer does not provide written notices to each other regarding renewal or extension of this Agreement, this Agreement will be deemed to continue until terminated by either party with not less than 30 days' notice of the termination (or such shorter period of termination as is agreed by the parties in writing).

3. Quantity of milk

This Agreement is for:

The exclusive supply of all the milk produced by the Farmer during the Term. If this option applies, the parties agree that:

- (a) there will be no maximum amount of milk that the Farmer must supply to the Processor under this Agreement, in accordance with section 31 of the Code; and
- (b) the minimum price payable for a specified amount of milk during the term must not be greater than the price for milk supplied more than that amount, in accordance with section 32 of the Code (**Tier Pricing**).

4. Quality and sampling standards

1. Unless otherwise agreed in writing, the quality of milk provided by a Farmer must comply with quality specifications in Annexure 1, in accordance with section 25(a) of the Code. If the parties agree in writing on updated quality specifications during the Term, this Agreement is amended accordingly with effect from the date of that agreement.
2. The Processor will undertake the sampling procedures and volume accuracy assurances in Annexure 1 in relation to milk supplied by the Farmer, in accordance with section 25(b) of the Code.



5. Supply of milk

1. These terms apply in the following circumstances:

The processor seeks to purchase milk direct from farms ideally located in the Fleurieu Peninsular, Adelaide Hills, Murraylands and South East regions of South Australia.

The price offered by the processor is based on the purchase of kilograms of butterfat and protein that make up a litre of milk. The processor seeks to purchase milk that ideally contains 4.0% of Butterfat and 3.2% of Protein. This is referred to as a “reference litre”.

To ensure the processor delivers on its stated goal of delivering above average pricing to its Farming Partners the opening price is based on the anticipated opening price of the South Australian marketplace, plus an agreed premium we call the LCDF Partners Program. As part of its commitment to its Farming Partners the opening price for each kilogram for total milk solids is set at \$6.00 or above.

2. The Processor is responsible for arranging the collection of the milk at the Processor’s cost.

3. The Farmer will supply milk, and the Processor will collect milk, at the following times:

First supply date: 01.07.2020 Last supply date: 30.06.2021

Collection address: _____

Days for supply: Mon Tue Wed Thu Fri Sat Sun ALL

Hours for supply: after 12.01am and before 11.59pm on the agreed days.

4. In accordance with section 25(c) of the Code, when the Processor collects milk at the days and times stated in subclause 5.3, the Processor will provide the Farmer, as soon as practicable after the Processor tests the milk, with written documentation that identifies and accurately describes:
- (a) sampling tests taken and test results in relation to milk collected;
 - (b) quality of milk collected;
 - (c) quantity of milk collected; and
 - (d) Milk Supply Agreement Number under which milk is collected.
5. Test samples are to be collected from a point as close as reasonably practicable to the coupling at the time milk is transferred from vat to Processor’s milk truck.
6. The Processor will test milk at the Processor’s expense.
7. The Processor’s sample will be tested within 3 days of collection of the milk. Any test result exceeding this period may not be relied upon by the Processor to make any assertion regarding quality of the milk received.
8. The Processor will inform the Farmer of test results as soon as practicable but, in any instance, not less than 4 days after the sample is taken.
9. The Processor will inform the Farmer in writing of the test results.
10. To avoid adverse test results the Farmer and Processor will take all necessary steps to ensure equipment, couplings, hoses, or any other equipment associated with the transfer of milk from the vat are clean, well maintained, and serviceable.
11. Supply of the milk occurs when the milk passes through the coupling on the hose of the milk supply truck, or other transport device, attached to the Farmer’s farm vat. The Processor becomes the owner of the milk when the hose is decoupled from the truck and the supplied milk is in the truck’s tank or other transport device, in accordance with section 30 of the Code.
12. Losses arising after transfer of ownership shall be borne by the owner of the milk at that time.
13. The Processor will abide by all reasonable requests and directions of the Farmer regarding access to the farm and farm vat.
14. The Farmer will make available safe access to the farm and vat to enable the Processor to collect the milk.
15. The Processor will take all reasonable measures to ensure milk collected from the vat has had a reasonable time for the milk to be brought to a temperature between 0 and 4 degrees Celsius. Where milk is collected at a higher temperature because of early collection after milking, no action lies against the Farmer by the Processor or purchaser.
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6. Price

The Processor will pay the Farmer for milk on the following basis:

The Processor will pay the Farmer for the milk in accordance with the schedule of monthly minimum prices in Item 3 of the Schedule, in accordance with section 26(c) of the Code. Payment will be made on the 15th day following the end of the month of supply. In the event this day falls on a Saturday payment will be made on the Friday. In the event this day falls on a Sunday payment is made on the Monday.

7. Levies

Where any levy applies to the milk:

The Processor will collect and pay the levy on behalf of the Farmer. The amount of levy due will be deducted from the payment to the Farmer.

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2. The Processor can only unilaterally vary the Milk Supply Agreement:
 - (a) in accordance with section 28(1) of the Code, on the occurrence of *exceptional circumstances*, by reducing the minimum price for milk stipulated in the Milk Supply Agreement (**Step Down**), where:
 - (i) in accordance with section 28(3) of the Code, the *exceptional circumstances* are temporary and involve an extraordinary event (including an emergency or change in market conditions) that:
 - a. occurs outside Australia; and
 - b. has a highly significant effect on supply, demand, or costs in the dairy industry; and
 - c. is not caused by a decision made by the Processor;
 - (ii) where the unilateral variation resulting in the Step Down is unavoidable because of the exceptional circumstances, as required by section 28(4)(b) of the Code;
 - (iii) where, as required by section 28(4)(a) of the Code, either:
 - a. the Processor has taken or will take all reasonable steps to prevent or limit the impact of the exceptional circumstances on the Processor; or
 - b. there are no such steps the Processor can take; and
 - (b) if there is a change in Commonwealth, State or Territory law and then only to the extent necessary to comply with the changed law but without reducing the minimum price under the Milk Supply Agreement, in accordance with section 33(2) of the Code.
 3. As required by section 28(4)(c) of the Code, a Processor wishing to vary this Agreement under clause 14.2(a) must give the Farmer and the Australian Competition and Consumer Commission 30 days' written notice of the following:
 - (a) The Step-Down; and
 - (b) the date the step-down will take effect (**Step-Down Date**). The Step-Down Date must not be a date earlier than the time the Processor's variation under clause 14.2 occurs, in accordance with section 27 of the Code.
 - (c) the exceptional circumstances giving rise to the variation (see clause 14.2(a)(i) to (iii)); and
 - (d) either the reasonable steps the Processors has taken or will take to prevent the impact of the exceptional circumstances or if the Processor cannot take any steps; and
 - (e) why the minimum price reduction is unavoidable; and
 - (f) the period to which the minimum price reduction applies.
 4. The Farmer has the right to terminate the Milk Supply Agreement within 21 days of receipt of a notice under clause 14.3, which termination will have effect from the Step-Down Date, in accordance with section 28(5)(a) of the Code.
 5. The Farmer may rescind any termination under clause 14.4 before the end of the 21-day period referred to in clause 14.4, in accordance with section 28(5)(b) of the Code.
 6. Any variation under this clause 14, does not allow variation that does not comply with the Code, as required by section 33 (4) of the Code.
 7. Any variation agreed to by the parties is limited to compliance with the law or the Code. If the variation to the Agreement is inconsistent with a law or the Code, the law or Code will prevail to the extent of the inconsistency.
 8. An agreed variation which is not written in the first instance will be written and transmitted by the Processor to the Farmer within 30 days, as required by section 19(2) of the Code. Where the supply period of the Agreement is 90 days or longer the Processor must make all reasonable efforts to obtain written acknowledgement that the record is a complete and accurate record of the variation from the Farmer, as required by section 19(2)(c) of the Code.

15. Cooling-Off The Farmer may terminate the Agreement in writing within the cooling-off period being within 14-days of the execution date of this Agreement, in accordance with sections 12(4)(b) and 23 of the Code.

16. Termination

1. This Agreement may be terminated by consent of both parties. Where the parties' consent to termination the Processor must provide a written record to the Farmer within 30 days.
2. Either party may terminate this Agreement immediately if:
 - (a) the other party to the Agreement has committed a fundamental or material breach of the Agreement and has not remedied it in 30 days after being requested to do so by written notice; or
 - (b) the other party has committed a material breach which cannot be remedied
3. The termination of this Agreement must be in writing with accompanying reasons for the termination as well as the date upon which the termination takes effect, to be provided as soon as practicable after the termination, in accordance with clause 34 of the Code.
4. A Farmer may terminate this Agreement by giving 30 days' notice to the Processor if the Farmer intends to exit the dairy industry, in accordance with section 34(1) of the Code.

17. Complaints and Disputes

1. All disputes are subject to the provisions of the Code relating to disputes.
2. Where a dispute arises out of or in connection with performance of this Agreement both parties, acting in good faith, will use all reasonable endeavours to bring the issue to the attention of the other party in a timely fashion and in any instance not more than 30 days after the event occurs which leads to the dispute.
3. Notification will include:
 - (a) nature of the complaint

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- (b) that the aggrieved party wishes to resolve the dispute in accordance with this Agreement
 - (c) desired resolution.
4. The party receiving the complaint will in writing notify the other party that they have received the complaint within five days and articulate steps intended to resolve the dispute.
 5. Any complaints arising under this Agreement must, in the case of the Processor, in the first instance be referred to the Processor's Internal Complaints Handling Officer for resolution under the Processor's complaint handling procedure set out in Annexure 2, in accordance with section 43(1) of the Code.
 6. Where a notification of a dispute is made to the other party to this Agreement both parties will act, in good faith, to resolve the dispute.
 7. If after attempting to resolve the dispute, and in any instance not before the elapse of 60 days after notification, the parties are not reconciled, both parties agree to subordinate themselves to a mediation process as articulated in the Code, in accordance with section 43(3) of the Code.
 8. Any disputes arising under or in any way resulting from this Agreement which cannot be resolved in mediation under clause 17(7) shall be referred to arbitration conducted in accordance with section 46 of the Code.
 9. The costs of a mediation and/or arbitration will be borne by each party equally, unless otherwise agreed. If a party seeks legal representation in the mediation/arbitration process, such legal costs will be borne by that party.
 10. Nothing in this dispute resolution procedure will prevent a party seeking an injunction.
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18. Contact details for notices, disputes, variations and rejections

The details of the primary contact people for the Processor and Farmer are:

Farmer's contact name:
Telephone:
Mobile:
Facsimile:
Email:

Processor's contact name: Dean Burgess
Phone: 08 8336 2020
Mobile: 0448 295 477
Email: deanb@lacasa.com.au

For Processor's Internal Complaints Handling Officer name: Adrian Freckleton
Telephone: 08 8336 2020
Mobile: 0427 415 276
Email: adrianf@lacasa.com.au

These individuals may be contacted, by telephone, mobile, text, email, or any other mode of communication contemplated this clause, in the event of a contract notice, variation, dispute or rejection of milk by the Processor or Farmer.

19. Guarantees & Warranties

1. The Processor guarantees the testing procedure used to test milk samples.
 2. The Processor guarantees accuracy of volumetric measuring of milk collected.
 3. The Processor guarantees cleanliness of all equipment upon taking ownership of the milk.
 4. Both the Processor and Farmer warrant that they are possessed of all necessary authorisations, licences, approvals and permits for the conduct of their respective businesses.
 5. If a party becomes aware of a wilful breach, false or misleading representation in relation to any warranty under this agreement, they will inform the other party.
 6. Both parties respectively warrant that at the date of signing the agreement each party has the power to lawfully execute the agreement and all necessary actions have been taken to authorise the execution of the agreement.
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20. Indemnities

1. To the maximum extent permitted by law the Farmer will not be liable to the Processor should the Farmer fail to provide the required volume of milk during the operational period of this Agreement.
 2. Excepting those warranties imposed by statute and this Agreement, the parties exclude all express or implied warranties or representations regarding the milk supplied.
 3. The Farmer is not liable to the Processor for any losses of savings or profits incurred by the Processor arising out of the execution of this agreement.
 4. The Processor indemnifies the Farmer from any unlawful or improper conduct of the Processor or Processor's employees, agents, or representatives.
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21. Force Majeure

1. Neither party is liable for a failure to comply with this Agreement or a failure to perform an obligation under this Agreement, except for the payment of money, because that party is unable to perform that function arising out of:
 - (a) an act of God (including an epidemic);
 - (b) natural disaster;
 - (c) an act of terrorism;
 - (d) the outbreak of war;
 - (e) any such other event of such a magnitude as to render reasonable performance impossible.
 2. Where possible, the party relying on a force majeure must notify the other party as soon as practicable and in writing of the reliance on the force majeure.
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22. Confidentiality

1. The parties must keep confidential and must not disclose or make available directly or indirectly to any third party all Confidential Information unless:
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- (a) the disclosure of the Confidential Information is necessary to comply with any laws or the lawful requirements of any public, statutory, governmental, semi-governmental, local governmental or judicial body entity or authority;
 - (b) at the time of the disclosure, the information was in the public domain; or
 - (c) subsequent to the disclosure, the information becomes part of the public domain (other than because of a breach of this clause).
2. The parties must not use, disclose, or access the Confidential Information for any reason except as is necessary to perform this Agreement.
 3. At the end of the Term or upon earlier termination or completion of this Agreement, the Processor must deliver to the Farmer or as it otherwise directs any Confidential Information in the Processor's possession that is capable of being delivered. The Processor must delete, erase, or otherwise destroy any Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which is not capable of delivery to the Farmer or as it directs.
 4. For the avoidance of doubt, the parties' obligations in sub-clause 22(1) apply to any information disclosed or obtained in dealing with or resolving the complaint or dispute under this Agreement, in accordance with section 54 of the Code.
 5. For the purpose of this clause **Confidential Information** means the terms of this Agreement and (whether or not in material form and whether disclosed before or after the date of this Agreement) any information of whatever kind relating to a party that is disclosed or becomes known to the other party in the course of their discussions and negotiations regarding or in connection with this Agreement and which:
 - (a) is by its nature confidential;
 - (b) is designated by the party disclosing the information as confidential; or
 - (c) the party receiving the information knows or ought reasonably to know is confidential;but does not include any part of the information that:
 - (d) is generally known to the public at the time of disclosure or becomes generally known to the public through no wrongful act on the part of the party receiving the information;
 - (e) is in the possession of the party receiving the information at the time of disclosure otherwise than as a result of that party's breach of a legal obligation;
 - (f) becomes known to the party receiving the information through disclosure by sources other than the other Party provided that, in so far as is known to that source, it is not prohibited by law or contract from disclosing the information to the party receiving the information;
 - (g) is independently developed by the party receiving the information outside the scope of the relationship with the other party; or
 - (h) is required to be disclosed by court order, subpoena or other law or legal process.

23. General and other matters

1. Without prior and written permission of the other party, neither party will assign this Agreement.
2. The parties remain independent of each other. Nothing in this agreement may be read down as creating any form of legal relationship beyond a contractual obligation. This contract does not create a partnership, trust arrangement, joint venture, agency, employment relationship or other relationship that is not contractual in nature.
3. If a party chooses not to demand enforcement of a term of this contract the choice cannot be interpreted as a waiver of the term. An aggrieved party may seek damages or specific performance for breach of this contract.
4. Subject to compliance with the dispute resolution processes articulated in this contract and the Code, remedies in this Agreement do not exclude remedies available to a party in law or equity.
5. Expiry or termination of this Agreement does not limit any rights or obligations a party had prior to the expiry or termination.
6. Clauses which are intended to operate beyond the Term may be relied upon by a party beyond the Term.
7. Invalidity of a term shall only impact on this Agreement to the extent of the invalidity. Remaining provisions which are capable of execution remain binding on the parties.
8. The Processor is liable for any stamp duties arising out of this Agreement.
9. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
10. If any clause or part of any clause is in any way unenforceable, invalid, or illegal, it is to be read down to be enforceable, valid, and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
11. The expiration or termination of this Agreement does not affect any right that has accrued to a party before the expiration or termination date.
12. Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

24. Law and Jurisdiction

This Agreement is governed by the law in force in the state the milk is supplied under clause 5 and the Courts in that State have jurisdiction.



25. Interpretation

1. A reference to this Agreement or another document means this Agreement or that other document and any document which varies, supplements, replaces, assigns, or novates this Agreement or that other document.
2. A reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision.
3. A reference to a clause, annexure or schedule is a reference to a clause, annexure, or a schedule to or of this Agreement.
4. Clause headings are inserted for convenience only and do not form part of this Agreement.
5. The annexures and schedules form part of this Agreement.
6. A reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity.
7. A reference to a natural person includes their personal representatives, successors and permitted assigns.
8. A reference to a corporation includes its successors and permitted assigns.
9. Related or subsidiary in respect of a corporation has the same meaning given to that term in the Corporations Act.
10. A reference to a right or obligation of a party is a reference to a right or obligation of that party under this Agreement.
11. An obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.
12. A reference to a breach of warranty includes that warranty not being complete, true, or accurate.

This Agreement is deemed to be accepted by signature of both parties or upon the Processor's receipt of a written notice of acceptance of the Agreement by the Farmer.

Signed on behalf of the Farmer _____
 (ABN _____) by a duly authorised representative:

Signature: _____

Name: _____

Date: _____

Signed on behalf of the Processor _____
 (ABN 074 444 072) by a duly authorised representative:

Signature: _____

Name: _____

Date: _____

Office use only

Payment Terms accepted: _____

Date: ____/____/____

Farmer details verified by: _____

Entered to systems on: ____/____/____

Entered to systems by: _____



Schedule

Item 1: Minimum Price – Not applicable

Item 2: Yearly Price – Not Applicable

Item 3: Monthly Price – Non-Exclusive Base Price

Item	Reference Litre	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Butterfat	4.0%	\$ 5.45	\$ 4.76	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.97	\$ 5.26	\$ 5.47	\$ 5.53	\$ 5.63
Protein	3.2%	\$ 8.18	\$ 7.13	\$ 6.55	\$ 6.55	\$ 6.55	\$ 6.55	\$ 6.55	\$ 7.45	\$ 7.89	\$ 8.21	\$ 8.29	\$ 8.44

Note:

- The monthly pricing outlined above is offered for Non-Exclusive supply.
- The monthly price outlined above assumes flat supply of the reference litre.
- The monthly price outlined above will deliver an annualised minimum price of \$6.00 per kilogram of milk solids.
- The monthly price outlined above does not include the LCDF Partners Program incentive

Item 4: Special Conditions – Exclusive Supply

- The price commitment of \$6.00 per kilogram of milk solids supplied is offered for the term of the agreement and assumes a flat supply of the reference litre.
- The processor agrees to pay an additional \$1.06 per kilogram (The LCDF Partners Program) in consideration for exclusive supply for the term of the agreement. (01.07.2020 – 30.06.2021)
- The value of the LCDF Partners Program will be published on the Processors website on the 1st of June each year.
- The farmer will be provided 15 days to confirm their acceptance of the LCDF Partners Program and must confirm their acceptance in writing on or before the 15th of June each year.
- In the event the Farmers chooses to not take up the LCDF Partner Program payment for exclusive supply the agreement will revert to a non-exclusive arrangement on the 1st of July immediately following.
- During the course of the year La Casa Del Formaggio will undertake periodic reviews of market conditions to assess the need for steps ups. In the event, a price step up is deemed appropriate our Farming Partners will be notified and the step up will be applicable to milk supplied from the date of the notification. Step up's will not be paid for milk that was supplied prior to the notification date.



Annexure 1: Quality Standards (clause 4)

Quality Parameters - Litres	Plate Count					
	15,000	20,000	25,000	30,000	40,000	50,000
Somatic cell count						
150,000	\$ 0.000	\$ 0.000	-\$ (0.01)	-\$ (0.02)	-\$ (0.02)	-\$ (0.03)
200,000	\$ 0.000	\$ 0.000	-\$ (0.01)	-\$ (0.02)	-\$ (0.02)	-\$ (0.03)
250,000	\$ 0.000	\$ 0.000	-\$ (0.01)	-\$ (0.02)	-\$ (0.02)	-\$ (0.03)
300,000	-\$ (0.01)	-\$ (0.01)	-\$ (0.01)	-\$ (0.02)	-\$ (0.03)	-\$ (0.03)
400,000	-\$ (0.02)	-\$ (0.02)	-\$ (0.02)	-\$ (0.02)	-\$ (0.03)	-\$ (0.03)
500,000	-\$ (0.03)	-\$ (0.03)	-\$ (0.03)	-\$ (0.03)	-\$ (0.03)	-\$ (0.03)

Note:

The LCDF Milk Management Policy forms part of the Milk Supply Agreement
 The LCDF Farm Management Policy forms part of the Milk Supply Agreement

[POL 04 - Milk Management Policy - 01.06.2020 .pdf](#)

[QMS.080 Att 1 - FS and QA Manual for Dairy Farms - 12.04.2018.pdf](#)



Annexure 2: Processor's Complaints Handling Process (clause 17)

The Processor and Farmer are committed to a mutually rewarding relationship that provides clearly defined benefits for both parties.

In the event of a complaint or dispute from either party the following Complaints Handling Process will be followed.

- The complaint will, in the first instance be raised with The Farm or The Processor's main contact identified on page five (5) of the Milk Supply Agreement.
- If a solution that is deemed satisfactory to both parties is not reached the complaint should then be presented formally in writing. (Email will suffice)
- The formal complaint will be escalated to The Processors Complaints Officer identified on page five (5) of the Milk Supply Agreement.
- The Complaints Officer will acknowledge receipt of the complaint within one working day of receiving the complaint.
- The Complaints Officer will address the complaint and seek to find a solution that is deemed satisfactory to both parties within 14 days of acknowledgement.
- In the event a solution that is deemed satisfactory to both parties is not reached, the issue can, at the request of either party be escalated to a third-party mediator.
- The cost associated with mediation will be shared equally by both parties.
- During the investigation, escalation or mediation process, no financial penalty will be instigated by either party.



Annexure 3: Processor's services (clause 9)

NIL – Not Applicable