

Summary of Supplier Agreements

This document is a summary of the various agreements to be entered into by Suppliers for the purpose of the NSW Container Deposit Scheme. The content of this document does not constitute legal advice. If you have any questions in relation to the terms of these documents you should seek your own independent legal advice.

1. Who needs to enter into these agreements?

A supplier who provides the *first supply in the State* (NSW) of eligible beverages in an eligible container will need to enter into various agreements with Exchange for Change, the Scheme Coordinator. More information about eligible containers and eligible beverages can be found here <http://returnandearn.org.au/>

For more information about whether you are supplier for the purposes of the NSW Container Deposit Scheme please refer to the following link:

http://returnandearn.org.au/wp-content/uploads/2017/10/ReturnAndEarn_Supplier.pdf

2. Why do Suppliers need to enter into these agreements?

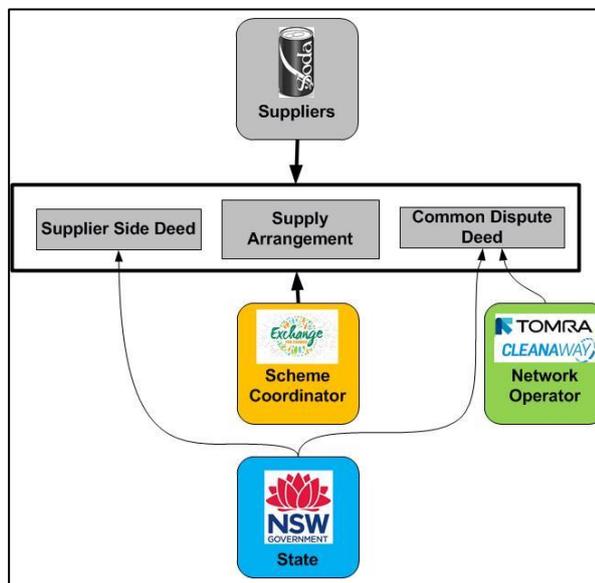
A Supplier for the purposes of the NSW Container Deposit Scheme is prohibited from supplying (or offering to supply) beverages in NSW unless it has first entered into various agreements with Exchange for Change, the Scheme Coordinator.

The contributions to be made by Suppliers will be determined in accordance with the Scheme Payments and Contribution Methodology. This will be based on an individual Supplier's market share.

3. What agreements will Suppliers need to enter into?

Suppliers will need to enter into the following agreements as detailed in Diagram 1.

Diagram 1 - Supplier Agreements NSW Container Deposit Scheme



Supply Arrangements

1. What is a Supply Arrangement?

The Supply Arrangement is an agreement between the Supplier and the Scheme Coordinator which requires the Supplier to:

1. make contributions towards the cost of the management, administration and operation of the Scheme;
2. report on the volume of its supplies in NSW; and
3. provide access to independent auditors to verify the data it has provided to the Scheme Coordinator.

A summary of the key obligations of Suppliers and the Scheme Coordinator under the Supply Arrangement are detailed in figures 1 and 2 below.

Figure 1 Supplier Obligations under the Supply Arrangement

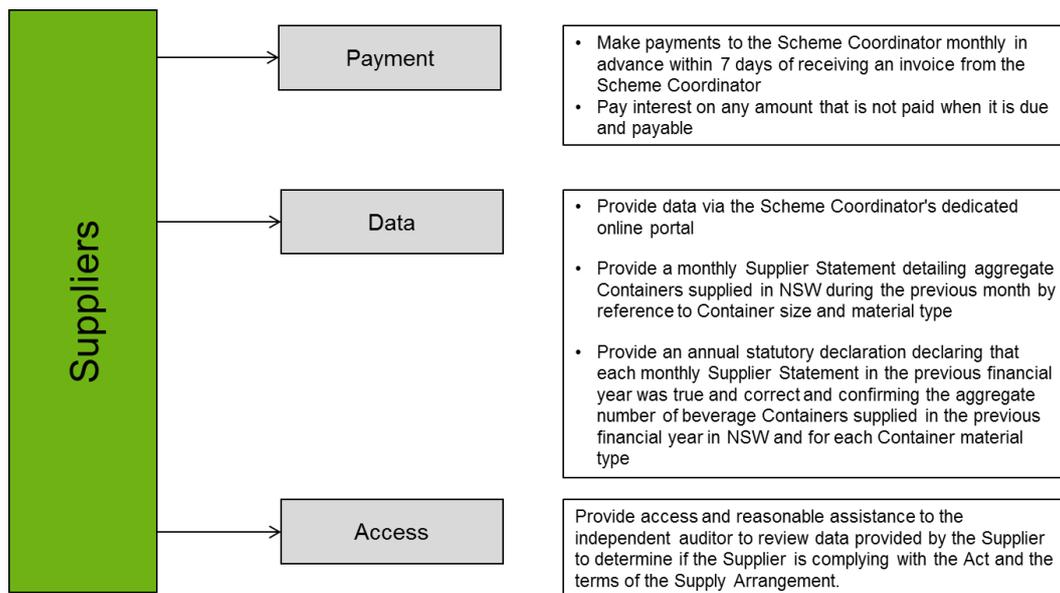
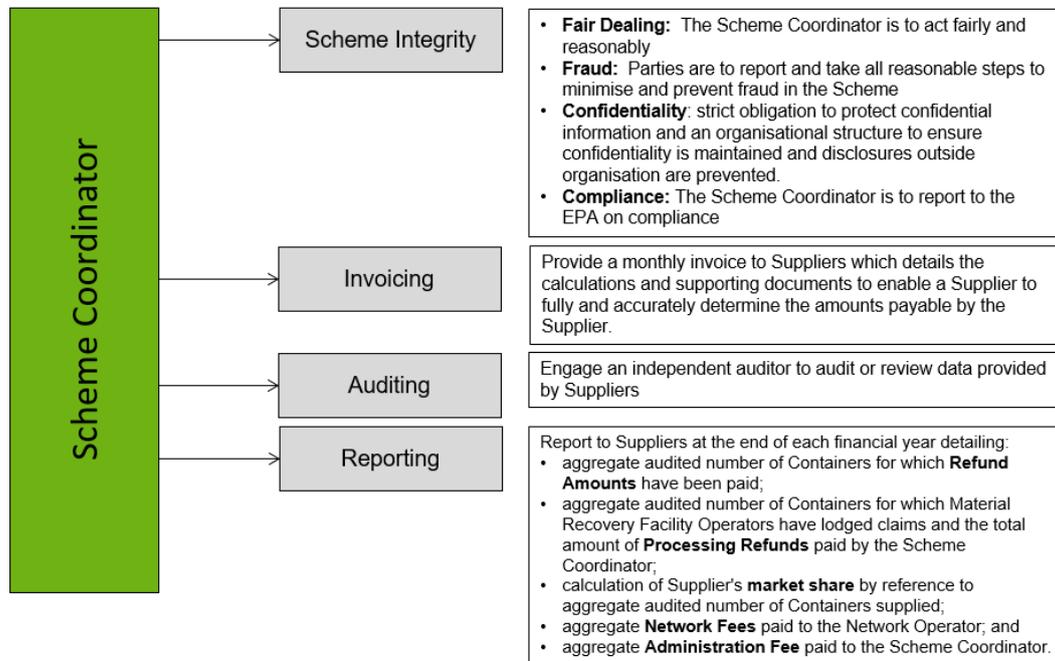


Figure 2 Scheme Coordinator obligations under the Supply Arrangement



2. How much will a Supplier have to pay?

Each month a Supplier will receive an invoice from the Scheme Coordinator for its share of the monthly Scheme Costs. The Supplier contributions will be based on the market share of each Supplier and based on the number of Containers supplied into NSW.

For further details about how the monthly supplier contributions are calculated please refer to the following link:

http://returnandearn.org.au/wp-content/uploads/2017/09/ReturnandEarn_SchemeCosts.pdf

3. What happens if a Supplier is late in making a payment?

If a Supplier fails to pay any amount within the time that is required that they must pay interest on that amount from the date on which the payment was due until the date on which the payment is made in full.

If a Supplier fails to pay any amount within 20 Business Days of that money becoming due and payable the Scheme Coordinator may, subject to the written approval of the State, terminate the supply arrangement at which point the Supplier will no longer be permitted to supply beverages in NSW.



Supplier Side Deed

1. What is the Supplier Side Deed?

The Supplier Side Deed:

- a. enables the State to carry out an obligation of the Scheme Coordinator to a Supplier under the Supply Arrangement if the Scheme Coordinator failed to carry out the obligation; and
- b. facilitate the transfer of Supply Arrangements to a replacement Scheme Coordinator (or to the State or a nominee of the State).

2. When can the State takeover (step-in to) a Supply Arrangement?

Where the Scheme Coordinator fails to carry out and comply with its obligations under the Supply Arrangement with Suppliers or the Scheme Coordinator Agreement with the State, the State may, but is not obliged to, carry out an obligation which the Scheme Coordinator failed to carry out.

3. When can the state novate (transfer) a Supply Arrangement?

The State may novate (transfer) the Supply Arrangement to itself (or to a nominee of the State) or any replacement Scheme Coordinator:

- a. when the current Scheme Coordinator Agreement expires or is no longer in force; or
- b. if the State terminates the Scheme Coordinator Agreement.

4. What happens if the Supply Arrangement is transferred/novated?

There is no need for Suppliers to enter into any additional documents.

The Supplier is obliged to continue to comply with the terms of the Supply Arrangement on its original terms irrespective of a novation to the State or its replacement Scheme Coordinator.

After the novation, the State or its replacement Scheme Coordinator is responsible for carrying out all of the original obligations of the Scheme Coordinator.

Common Dispute Deed and Accession Deed Poll

1. What is the Common Dispute Deed?

The Common Dispute Deed provides a process for the determination of certain disputes that may involve other Suppliers, the Scheme Coordinator, Network Operator and the State.

The purpose of the Common Dispute Deed is to provide a process for the determination of a dispute arising under a related agreement (such as the agreement with the Scheme Coordinator or with a Network Operator) to bind related parties without the need to have the dispute determined again separately under other agreements.

2. What is the Accession Deed Poll?

The Accession Deed Poll is the mechanism by which a Supplier becomes party to the Common Dispute Deed. A Supplier will be required to provide the Scheme Coordinator with an executed Accession Deed Poll when entering into the Supply Arrangement.

3. When will the Common Dispute Deed apply?

Where there is a dispute between the Supplier and the Scheme Coordinator in respect of the Supply Arrangement and the Scheme Coordinator considers that the dispute may relate to other parties, the Scheme Coordinator will provide a notice to the Supplier (and related parties) that the dispute will need to be resolved in respect of the Common Dispute Deed.

Similarly a Supplier may receive a notice from the Scheme Coordinator in respect of a dispute that arises under another agreement that the Supplier is not a party (for example a Supply Arrangement with another Supplier, an agreement with the Network Operator or an agreement with the State) where the Scheme Coordinator considers that the dispute relates to the Supplier.

4. What is the process for resolving a Common Dispute?

The process for resolving a Common Dispute is set out in Figure 3.

Figure 3 Dispute Resolution Process under the Common Dispute Deed

