



TERRA FIRMA

CUSTOMER
DISTRIBUTION TERMS



TERRA FIRMA EQUITY LIMITED

ACN 675 999 747

1. APPLICATION

- 1.1 These Customer Distribution Terms (“Distribution Terms”) apply to all distributors appointed by Terra Firma within Australia.
 - 1.2 These Distribution Terms operate in conjunction with Terra Firma’s Domestic Terms of Sale.
 - 1.3 In the event of inconsistency, these Distribution Terms prevail to the extent of distribution-specific obligations.
 - 1.4 Appointment as a distributor is non-exclusive unless otherwise agreed in writing.
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2. DEFINITIONS

- Approved Distributor** means a distributor authorised in writing by Terra Firma.
- Approved Territory** means the geographic region specified in the Distribution Agreement or written appointment.
- Products** means all Terra Firma branded protein products supplied for resale.
- Specifications** means Terra Firma’s written product, packaging, labelling, storage and handling requirements.
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3. APPOINTMENT

- 3.1 Terra Firma appoints the Distributor to market and distribute Products within the Approved Territory.
 - 3.2 The Distributor must not represent itself as Terra Firma’s agent unless expressly authorised.
 - 3.3 No partnership, joint venture or agency is created.
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4. DISTRIBUTOR OBLIGATIONS

The Distributor must:

- 4.1 Act in good faith and in the best interests of Terra Firma’s brand.
 - 4.2 Maintain appropriate warehousing, refrigeration and food safety controls.
 - 4.3 Comply with all applicable food safety legislation.
 - 4.4 Maintain full traceability records for Products.
 - 4.5 Not repackage, relabel or alter Products without written consent.
 - 4.6 Maintain appropriate insurance coverage.
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5. PRICING AND SALES

- 5.1 Terra Firma sets wholesale pricing.
 - 5.2 The Distributor may determine resale pricing independently.
 - 5.3 The Distributor must not engage in misleading or deceptive conduct.
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6. MARKETING AND BRAND

- 6.1 All marketing materials using Terra Firma branding require prior approval.
 - 6.2 Terra Firma retains ownership of all intellectual property.
 - 6.3 Brand guidelines must be strictly followed.
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7. DELIVERY AND RISK

- 7.1 Risk passes in accordance with Terra Firma’s Domestic Terms of Sale.
 - 7.2 The Distributor is responsible for proper storage post-delivery.
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8. PRODUCT RECALL

8.1 The Distributor must cooperate fully in recall procedures.

8.2 The Distributor must immediately notify Terra Firma of any food safety concern.

9. AUDIT RIGHTS

9.1 Terra Firma may conduct audits upon reasonable notice.

9.2 Failure to comply may result in suspension.

10. TERM AND TERMINATION

10.1 The distribution appointment continues until terminated.

10.2 Terra Firma may terminate immediately for:

(a) material breach;

(b) insolvency;

(c) food safety non-compliance;

(d) reputational risk.

11. LIABILITY

11.1 Terra Firma's liability is limited in accordance with its Domestic Terms of Sale.

11.2 Terra Firma is not liable for Consequential Loss.

12. GOVERNING LAW

12.1 These Distribution Terms are governed by the laws of Victoria, Australia.