

N 60017

EXCLUSIVE DEALING: NOTIFICATION

FORM G
RECEIVED

29 MAR 1994

TRADE PRACTICES COMMISSION
ADELAIDE

TO THE TRADE PRACTICES COMMISSION:

Notice is hereby given, in accordance with subsection 93(1) of the Trade Practices Act 1974, of proposed conduct of a kind referred to in subsection 47(2), (3), (4) or (5) or paragraph 47(8)(a) or (b) of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice ... NATIONAL DAIRIES SA LIMITED ACN 007 869 347
(see Direction 2 on the back of this form)

(b) Short description of business carried on by that person ... processor, manufacturer and wholesale supplier of dairy products

(c) Address in Australia for service of documents on that person
C/- Baker O'Loughlin, Solicitors, 15th Floor, AMP Building, 1 King William Street
Adelaide, 5000. Tel: 233-5555 Facsimile: 212-7518

2. (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates
Distribution of dairy products, in particular fresh white and flavoured milk.

(b) Description of the conduct or proposed conduct Retail Vendor
See attached details
(see Direction 4 on the back of this form)

3. (a) Class or classes of persons to which the conduct relates
Persons engaged in or proposing to engage in conduct referred to in para 2(a) above

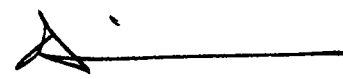
(b) Number of those persons —
(i) At present time ... approximately 100 persons
(ii) Estimated within the next year ... approximately 100 persons

(c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses
At this stage it is not known whether all of the persons referred to in paragraph 3(b)(i) will sign the Retail Vendor Agreement referred to in paragraph 2(b) above. We will provide you with a list of persons who sign the Retail Vendor Agreement in due course

4. Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice
Mr. C. C. A. Binks, C/- Baker O'Loughlin, Solicitors, 15th Floor, AMP Building, 1 King William Street, Adelaide, 5000, Tel: 233-5555 Fax 212-7518

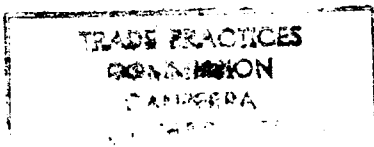
Dated 29 March, 1994

Signed by/on behalf of the person giving this notice


(Signature)

Charles Christopher Agar Binks
(Full name)
Solicitor

(Description)



EXCLUSIVE DEALING: NOTIFICATION

FORM G

TO THE TRADE PRACTICES COMMISSION:

Notice is hereby given, in accordance with subsection 93(1) of the Trade Practices Act 1974, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47(2), (3), (4) or (5) or paragraph 47(8)(a) or (b) or (9)(a), (b) or (c) of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice NATIONAL DAIRIES SA LIMITED ACN 007 869 347

 (see Direction 2 on the back of this form)

(b) Short description of business carried on by that person processor, manufacturer and
wholesale supplier of dairy products.

(c) Address in Australia for service of documents on that person C/- Baker O'Loughlin, Solicitors,
15th Floor, AMP Building, 1 King William Street Adelaide SA 5000
Tel: 233 5555 Fax: 212 7518.

2. (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates
Distribution of dairy products, in particular fresh white & flavoured milk in
the Adelaide Metropolitan area from Sellicks Beach, following the Adelaide Hills
Face, North to Gawler & Willaston, thence West to St. Kilda.

(b) Description of the conduct or proposed conduct
Retail Vendor; see attached details.

(see Direction 4 on the back of this form)

3. (a) Class or classes of persons to which the conduct relates Persons engaged in or proposing to
engage in the conduct referred to in para 2(a) above.

(b) Number of those persons —
 (i) At present time approximately 100 persons

 (ii) Estimated within the next year approximately 100 persons

(c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses At this stage
it is not known whether all of the persons referred to in para 3(b)(i) will sign
the Retail Vendor Agreement referred to in para 2(b) above. We will provide
you with a list of persons who sign the Retail Vendor Agreement in due course.

4. Name and address of person authorised by the person giving this notice to provide additional information in
 relation to this notice Mr C C A Binks, C/- Baker O'Loughlin, Solicitors,
15th Floor, AMP Building, 1 King William Street Adelaide SA 5000
Tel: 233 5555 Fax: 212 7518.

Dated 29 March, 1994

Signed by/on behalf of the person giving this notice
THIS ANNEXURE PROVIDES ADDITIONAL
INFORMATION IN RESPECT TO PARAGRAPH
2 (a).

1989 SIGNED BY SUSAN MARGARET COLLINS
FOR AND ON BEHALF OF CHARLES
CHRISTOPHER AGAR BINKS.

.....
 (Signature)
Charles Christopher Agar Binks

 (Full name)

Solicitor.....
 (Description)
 CAMERA

TO: THE TRADE PRACTICES COMMISSION

NATIONAL DAIRIES SA LIMITED ("National Dairies")

Attachment to Exclusive Dealing Notification under s.93(1) of the Trade Practices Act 1974.

Description of conduct or proposed conduct: (Retail Vendor)

1. Supplying fresh white and flavoured milks ("Products") to Retail Vendors as exclusive vendors of the Products to customers listed in Schedule C of the attached Retail Vendor Agreement ("Agreement") (see clause 1.1 of the Agreement).

The above conduct is subject to the following restrictions:

- 1.1 The Retail Vendor will not sell or be engaged, concerned or interested in the sale of any products which may compete with the Products (see clause 1.2.1 of the Agreement).
- 1.2 The Retail Vendor will not participate in or be engaged, concerned or interested in any business which sells or distributes any products which may compete with the Products (see clause 1.2.2 of the Agreement).
- 1.3 The Retail Vendor will not sell Products to any person who wholesales or distributes any product which may compete with the Products (see clause 1.2.3 of the Agreement).
- 1.4 The Retail Vendor will not sell Products to an existing customer of National Dairies or a National Dairies Distributor (see clause 1.2.4 of the Agreement).
- 1.5 The Retail Vendor will not solicit or entice an



existing customer of National Dairies or a National Dairies Distributor to purchase Products from the Retail Vendor (see clause 1.2.5 of the Agreement).

1.6 The Retail Vendor will not sell Products to any person whom the Retail Vendor knows or ought reasonably to know proposes to sell or is likely to sell those Products to an existing customer of National Dairies or a National Dairies Distributor (see clause 1.2.6 of the Agreement).

1.7 The Retail Vendor may only commence to sell Products to a person who was an existing customer of National Dairies or of a National Dairies Distributor if:

1.7.1 that person independently requested the Retail Vendor to supply Products to it without being solicited to enticed by the Retail Vendor; and

1.7.2 the Retail Vendor has notified National Dairies in writing that it wishes to sell Products to that person and has requested that National Dairies add that person to Schedule C of the Agreement (see clauses 1.5 and 2 of the Agreement).

2. Refusing to supply the Products where the proposing acquirer refuses to agree to or abide any of the restrictions contained in clauses 1 or 2 of the Agreement.



NATIONAL DAIRIES SA LIMITED

RETAIL VENDOR AGREEMENT

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RETAIL VENDOR AGREEMENT

AGREEMENT dated

1994

BETWEEN NATIONAL DAIRIES SA LIMITED ACN 007 869 347 of 19-31 London Road Mile End South Australia ("National Dairies")

AND The party specified in Schedule A ("Retail Vendor")

AGREEMENT

1. APPOINTMENT OF RETAIL VENDOR

1.1 Grant of Rights

National Dairies appoints the Retail Vendor as:

- 1.1.1 **Exclusive Rights** – the exclusive vendor of the Products listed in Item 1 of Schedule B; and
- 1.1.2 **Non-Exclusive Rights** – a non-exclusive vendor of the Products listed in Item 2 of Schedule B

to the Listed Customers during the term of this Agreement subject to the following terms and conditions.

1.2 Retail Vendor Restrictions

The Retail Vendor will not, during the term of this Agreement either directly or indirectly:

- 1.2.1 **Competing Products** – sell or be engaged, concerned or interested in the sale of any products which are similar to or which may compete with the Products;
- 1.2.2 **Competing Business** – participate in or be engaged concerned or interested in any business or enterprise which sells or distributes any products which are similar to or which may compete with the Products;
- 1.2.3 **Competing Vendor** – sell Products to any person who wholesales or distributes or is concerned or interested in the wholesale or distribution of, any product which is similar to or which may compete with the Products;
- 1.2.4 **Other Distributors' Customers** – sell Products to an existing customer of National Dairies or a National Dairies Distributor;
- 1.2.5 **Solicit Other Distributors' Customers** –solicit or entice, or endeavour to solicit or entice, an existing customer of National

Dairies or a National Dairies Distributor to purchase Products from the Retail Vendor; or

1.2.6 **Other Wholesalers and Vendors** – sell Products to any person whom the Retail Vendor knows or ought reasonably to know proposes to sell or is likely to sell those Products to an existing customer of National Dairies or a National Dairies Distributor.

1.3 **Exemption for Nominated Competing Products**

Notwithstanding clauses 1.2.1 and 1.2.2 the Retail Vendor may sell the products set out in Item 3 of Schedule B during the period set out in Item 3 of Schedule B. This exemption will not, in any way, limit the other obligations of the Retail Vendor under this Agreement.

1.4 **New Customers**

Nothing in clauses 1.2.2 and 1.2.3 will prevent the Retail Vendor from selling Products to a person who is not an existing customer of National Dairies or of a National Dairies Distributor.

1.5 **Customer Nominating New Supplier**

Notwithstanding clauses 1.2.2 and 1.2.3 the Retail Vendor may commence to sell Products to a person who was a customer of National Dairies or of a National Dairies Distributor if:

1.5.1 **Independent Request** – that person independently, and without being solicited or enticed by the Retail Vendor, requests the Retail Vendor to supply Products to it instead of National Dairies or the relevant National Dairies Distributor; and

1.5.2 **Notification** – the Retail Vendor has (in accordance with clause 2) notified National Dairies in writing of that request before commencing supply to that person.

1.6 **Other Business**

The Retail Vendor will not carry on any business that detracts from or interferes with the performance by the Retail Vendor of its obligations under this Agreement.

2. **LISTED CUSTOMER – ADDITIONS AND DELETIONS**

2.1 **Listed Customers – Additions**

Before commencing to sell Products to a person who is not a Listed Customer, the Retail Vendor must notify National Dairies in writing that it wishes to sell Products to that person and request that National Dairies add that person to Schedule C.

2.2 **Listed Customers – Deletions**

The Retail Vendor must notify National Dairies in writing as soon as possible after it ceases to sell Products to a Listed Customer.

2.3 Commencement/Cessation as a Listed Customer

For the purposes of this Agreement, a person will not commence to or cease to be a Listed Customer until such time as National Dairies has agreed to add or delete that person to or from Schedule C and has notified the Retail Vendor in writing of that fact.

2.4 Change in Particulars

The Retail Vendor must notify National Dairies as soon as possible after it becomes aware of any change in the particulars relating to a Listed Customer as set out in Schedule C.

2.5 Home Delivery Customer

Unless notified by National Dairies to the contrary, clauses 2.1 to 2.4 (inclusive) will not apply to a person who purchases products by way of home delivery for personal consumption.

3. TERM OF AGREEMENT

3.1 Initial Term

This Agreement will be for an initial term of 18 months commencing on the Commencement Date.

3.2 Extension of Term

The Retail Vendor may extend the term of this Agreement for a further term of 18 months and 24 months respectively by serving a notice on National Dairies, not less than 1 month before the end of the relevant term requesting an extension. National Dairies will grant that extension if the Retail Vendor is, at all material times, not in breach of its obligations under this Agreement.

3.3 Failure to Extend

If the Retail Vendor does not extend this Agreement in accordance with clause 3.2, this Agreement will terminate upon expiration of the then current term.

3.4 New Agreement Negotiations

National Dairies will, if requested by the Retail Vendor, commence negotiations in good faith 6 months prior to the expiry of the last renewed term with a view to entering into a new retail vending agreement.

4. TERMS OF TRADE

National Dairies will sell to the Retail Vendor those Products ordered by the Retail Vendor at National Dairies' current retail vendor price and in accordance with National Dairies' standard conditions of sale at that time.

5. RETAIL VENDORS' DUTIES

The Retail Vendor will:

- 5.1 **Best Endeavours – Sell and Promote**
Use its best endeavours to actively assist, promote and extend sales of the Products to the Listed Customers.
- 5.2 **Personal Commitment**
Devote its personal best efforts in the carrying on of its business of selling Products to the Listed Customers.
- 5.3 **Efficient Conduct of Business**
Conduct its business of selling Products to the Listed Customers in an efficient, ethical and businesslike manner with due regard to the standards set out in the Procedures Manual, the convenience of the Listed Customers and their requirements for regular, efficient and timely delivery of Products.
- 5.4 **Not to Sell Faulty Products**
Not sell or distribute Products which are in any way faulty or defective or have expired use-by dates.
- 5.5 **Unauthorised Modifications**
Not make any unauthorised changes, modifications or packaging adaptations to the Products.
- 5.6 **Unauthorised Representation**
Not make any representations, statements or warranties about the Products other than those which are expressly authorised by National Dairies in writing.
- 5.7 **Records and Access**
Keep accurate and detailed records of the amount of Product sold by the Retail Vendor to each Listed Customer and make that information available to National Dairies upon request.
- 5.8 **Storage and Delivery**
Store and distribute the Products in accordance with the provisions of the Act and the Procedures Manual.
- 5.9 **Procedures Manual**
Comply with all procedures, requirements or stipulations contained in the Procedures Manual.

6. DUTIES OF NATIONAL DAIRIES

National Dairies will:

- 6.1 **Supply of Products**
Supply Products ordered by the Retail Vendor in accordance with National Dairies' then current standard conditions of sale.
- 6.2 **Marketing Advertising and Promotion**
Undertake such marketing, advertising and promotion of the Products as

National Dairies believes is necessary.

6.3 Promotional Material

Make available for use by the Retail Vendor such brochures, point of sale advertising material and samples as National Dairies believes is necessary to assist the sale of Products to Listed Customers.

6.4 Safeguard Retail Vendor's Exclusive Rights

Use its reasonable endeavours to safeguard the sole and exclusive rights granted under this Agreement to the Retail Vendor.

7. PRODUCT QUALITY AND PROCEDURES

7.1 Notification

The Retail Vendor must immediately notify National Dairies of:

7.1.1 Non-Complying Products - any Products which to the Retail Vendor's knowledge do not comply with the standards set out in the Act or the Procedures Manual; or

7.1.2 Quality Complaints - any complaint received by the Retail Vendor concerning the quality of the Products.

7.2 Product Recall Procedure

If National Dairies recalls any Products for health, safety or quality reasons, the Retail Vendor will co-operate with National Dairies in relation to such recall and will comply with the "product recall procedure" set out in the Retail Vendor Manual.

8. CUSTOMER/RETAIL VENDOR DISPUTES

National Dairies may take any action necessary to ensure continuity of supply of the Products to a Listed Customer if any complaint made against the Retail Vendor by a Listed Customer or any dispute between a Listed Customer and the Retail Vendor cannot be promptly resolved (including without limitation arranging for the direct supply of Products to that Listed Customer by National Dairies or another National Dairies Distributor).

9. RETAIL VENDOR INDEMNITY

The Retail Vendor will be liable for all acts and omissions of the Retail Vendor, its employees, agents or contractors and will indemnify National Dairies for any loss, damage or costs sustained by National Dairies as a result of any such acts or omissions.

10. CONTINUANCE OF SUPPLY TO LISTED CUSTOMERS

If the Retail Vendor is unable to carry out its duties under this Agreement for any reason, the Retail Vendor must arrange at its cost for someone else to carry out those

duties. National Dairies may take any action necessary to ensure the continued and timely supply of Products to the Listed Customers.

11. TERMINATION

11.1 Termination - Retirement of Retail Vendor

The Retail Vendor may terminate this Agreement at any time by giving 60 days prior written notice to National Dairies if the Retail Vendor proposes to cease carrying on any business involving the sale and distribution of dairy products after termination.

11.2 Default and Termination

National Dairies may terminate this Agreement immediately by notice in writing to the Retail Vendor if:

11.2.1 **Default in Payment** - any money due by the Retail Vendor to National Dairies remains unpaid for a period of 2 days after demand for payment has been made by National Dairies; or

11.2.2 **Failure to Remedy Breach** - the Retail Vendor is in breach of this Agreement and that breach is not remedied within 7 days of notice to the Retail Vendor to remedy the same.

11.3 Introduction Prior to Termination

If the Retail Vendor does not extend the term of this Agreement by serving the required notice under clause 3.2, or serves a notice to terminate this Agreement under clause 11.1, the Retail Vendor will:

11.3.1 **Introduction of New Supplier** - do all things necessary to assist the person nominated by National Dairies to secure the continuing goodwill and custom of the Listed Customers (including without limitation introducing that person, and allowing that person to accompany the Retail Vendor when distributing the Products to the Listed Customers);

11.3.2 **Information** - provide to National Dairies all required information concerning the Listed Customers; and

11.3.3 **National Dairies Visits** - allow a representative of National Dairies (together with the new supplier) to visit the Listed Customers and do all things necessary to secure the continuing goodwill and custom of the Listed Customers prior to termination.

11.4 Termination - Exceed Maximum Volume or Outlets

National Dairies may terminate this Agreement at any time by giving 1 month's prior notice in writing to the Retail Vendor, if either:

11.4.1 **Weekly Sales** - the average weekly sales (in litres) of the Products listed in Item 1 of Schedule B to the Wholesale Customers during

any 4 consecutive weeks exceeds 1,500 litres; or

11.4.2 **Number of Wholesale Customers** - the number of Wholesale Customers exceeds 10.

11.5 **Other - Wholesale Distributorship**

At the same time as the notice referred to in clause 11.4 is served, National Dairies will offer to grant to the Retail Vendor a "Wholesale Distributorship" subject to satisfaction by the Retail Vendor of all necessary requirements applying to wholesale distributors at the time (including, without limitation the payment of National Dairies standard transfer fee).

11.6 **Termination - National Dairies Franchise**

National Dairies may terminate this Agreement by giving 3 months' prior notice in writing to the Retail Vendor if its holding company, National Dairies Limited, determines to introduce a franchise system of delivery for dairy products.

11.7 **Offer - National Dairies Franchise**

At the same time as the notice referred to in clause 11.6 is served, National Dairies will offer to grant to the Retail Vendor a franchise (in standard form) for delivery of the Products to the Listed Customers for a term expiring no earlier than the last date upon which this Agreement would expire under clause 3.2.

11.8 **Remedies at Law**

Termination of this Agreement will not affect the rights of either party in respect of any prior breach of this Agreement.

12. **RETAIL VENDOR AS INDEPENDENT CONTRACTOR**

The Retail Vendor is an independent contractor and nothing in this Agreement will constitute, or be construed as constituting, the Retail Vendor as the partner, agent, joint venturer, employee or legal representative of National Dairies. The Retail Vendor will not incur any liability on behalf of National Dairies or in any way pledge or purport to pledge the credit of National Dairies or accept any order or make any contract binding upon National Dairies.

13. **FIRST RIGHT OF REFUSAL**

If the Retail Vendor wishes to sell its business it must first offer in writing to sell that business to National Dairies or a Nominee on terms no less favourable than those offered to any other party. If National Dairies or the Nominee does not accept that offer within 14 days of its receipt, the Retail Vendor may, subject to clause 15.1, sell its business to any other party, provided that the terms and conditions of sale are the same as or no more favourable than those originally offered to National Dairies or the Nominee.

14. **WHOLESALE CUSTOMER OPTION**

14.1 **Grant of Option**

The Retail Vendor grants to National Dairies an option for National Dairies or a Nominee to acquire any Wholesale Customer on the following terms and conditions.

14.2 **Exercise Option**

The Option may be exercised at any time during the term of this Agreement by giving written notice to the Retail Vendor setting out the details of the Wholesale Customer and the Nominee (if applicable).

14.3 **Continuing Option**

The Option may be exercised more than once in relation to any number of Wholesale Customers.

14.4 **Purchase Price**

The price payable for a Wholesale Customer acquired upon exercise of the Option will be agreed between the parties but failing agreement within 7 days, the purchase price will be determined by an independent accountant appointed by National Dairies.

14.5 **Written Agreement**

As soon as practicable after the Option is exercised the Retail Vendor and National Dairies or the Nominee (whichever is applicable) will enter into a written agreement for the sale and purchase of the Wholesale Customer in the form nominated by National Dairies.

15. **ASSIGNMENT**

15.1 **Assignment by Retail Vendor**

The Retail Vendor will not assign any of its rights under this Agreement or attempt to do so without the written consent of National Dairies, which consent will not be unreasonably withheld.

15.2 **Subcontracting by Retail Vendor**

The Retail Vendor will not lease, subcontract or otherwise deal with its rights under this Agreement or attempt to do so without the written consent of National Dairies, which consent may be withheld for any reason.

15.3 **Assignment by National Dairies**

National Dairies may at any time assign its rights under this Agreement by notice in writing to the Retail Vendor.

16. **NOTICES**

All notices under this Agreement must be in writing and may be given by personal delivery or by mail addressed to the Retail Vendor or to National Dairies at their respective addresses set out in this Agreement or at such other address as either party

may designate in a notice to the other party and, in the case of service by post, service will be deemed to be effected on the next day following the day of postage.

17. **ENTIRE AGREEMENT**

This Agreement and all documents referred to in this Agreement represent the entire agreement between the Retail Vendor and National Dairies and supersedes all prior representations and agreements in connection with its subject matter.

18. **SEVERANCE**

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement are and continue to be valid and enforceable in accordance with their terms.

19. **TRADE PRACTICES ACT**

Notwithstanding anything else contained in this Agreement, if the Trade Practices Commission or a court is of the opinion that this Agreement or any part of this Agreement does not comply with the Trade Practices Act, National Dairies and the Distributor will enter into negotiations to amend this Agreement to ensure that it does comply with the Trade Practices Act. If the parties cannot reach an agreement concerning those amendments within 30 days of the commencement of negotiations either party may immediately terminate this Agreement by notice in writing to the other.

20. **INTERPRETATION**

In this Agreement unless the context otherwise requires:

20.1 "Act" means all acts, regulations and industry codes of conduct governing the manufacture, sale and delivery of dairy products in South Australia;

"Commencement Date" means 18 May 1994;

"Home Delivery Customers" means the persons listed in Item 2 of Schedule C (as amended from time to time in accordance with clause 2) and "Home Delivery Customer" means any one of those people;

"Listed Customers" mean the Home Delivery Customers and the Wholesale Customers and "Listed Customer" means any one of those people;

"National Dairies Distributor" means a person (other than the Retail Vendor) appointed by National Dairies to distribute the Products;

"Nominee" means a person appointed by National Dairies for the purposes of clauses 13 and 14;

"Option" means the option granted to National Dairies or a Nominee by the Retail Vendor under clause 14.1;

"Procedures Manual" means the procedures and standards manual prepared by National Dairies and includes all updates and modifications;

"Products" means the products listed in Schedule B as varied by National Dairies;

"Wholesale Customers" means the businesses carried on under the trading names by the persons from the location listed in Item 2 of Schedule C (as amended from time to time in accordance with clause 2) and "Wholesale Customer" means any one of those people;

- 20.2 a reference to a person includes a corporation and the legal personal representatives, successors and assigns of that person;
- 20.3 paragraph headings are for convenience reference only and will not affect the interpretation of this Agreement;
- 20.4 a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of it;
- 20.5 the Schedules and Recitals form part of this Agreement; and
- 20.6 where any party comprises more than one person then the liability of those persons under this Agreement is a joint liability of all of those persons and a liability of each of those persons severally.

EXECUTED as an Agreement.

SIGNED for and on behalf of
NATIONAL DAIRIES SA LIMITED
by an authorised officer:

)
) Signature
)

.....
Name

.....
Witness

.....
Office Held

SIGNED for and on behalf of)
the Retail Vendor by an)
authorised officer:)
.....
Witness
.....

WHERE THE RETAIL VENDOR IS A PARTNERSHIP ALL PARTNERS MUST SIGN

SCHEDULE A

Retail Vendor

Name:

Address:

..... **Postcode**

Ph:(W)..... **(H)**..... **Fax**

Name:

Address:

..... **Postcode**

Ph:(W)..... **(H)**..... **Fax**

Name:

Address:

..... **Postcode**

Ph:(W)..... **(H)**..... **Fax**

SCHEDULE B

Products (Clause 19.1)

Item 1 – Exclusive Products (Clause 1.1)

1. Current Products

2. New Products

Any new product developed by National Dairies similar to or in substitution for any of the current Products, listed above.

Item 2 – Non-Exclusive Products (Clause 1.2)

1. Current Products

2. New Products

Any new product developed by National Dairies similar to or in substitution for any of the current Products, listed above.

Item 3 - Exemption - Competing Products (Clause 1.3)

1. Description of Exempted Products:

2. Duration of Exemption

From the Commencement Date to

SCHEDULE C

Listed Customers (Clause 19.1)

1. Wholesale Customers

Trading Name	Proprietor(s)	Address
---------------------	----------------------	----------------

2. Home Delivery Customers

All persons residing in the streets and roads marked in yellow on the map annexed to this Agreement, who as at the Commencement Date, purchase Products for home consumption from the Retail Vendor, which individuals are more particularly described in the "Customer List" prepared by the Retail Vendor and provided to National Dairies from time to time.