AUSTRALIAN DAIRY FARMERS CORPORATION LIMITED
FY2026-2027 Non-Exclusive MILK SUPPLY AGREEMENT

DATE OF AGREEMENT:

1 PARTIES

ADFC:	Australian Dairy Farmers Corporation Limited
ADFC ABN	80 456 117 281
Address	Suite 204, 757 Bourke Street, Docklands, Victoria 3008
Email	Info@adfc.com.au
Telephone	+61 3 9602 1157

Supplier Trading Name: _____

ABN: _____

Dairy Licence: _____

Address: _____

Farm Number (s): _____

Email: _____

2 START DATE AND END DATE:

Agreement Start Date of Milk Supply: 1 July 2026 (or the date after 1 July 2026 on which ADFC first collects milk from Your farm)

Agreement End Date of Milk Supply: 30 June 2027

3 MINIMUM MILK PRICES:

ADFC Minimum FY27 Milk Price	July, August, December 2026			September, October, November 2026			January to June 2027		
	$/Kg Fat	$/Kg Protein	$/Kg MS*	$/Kg Fat	$/Kg Protein	$/Kg MS*	$/Kg Fat	$/Kg Protein	$/Kg MS*
Announced Base Price	$6.34	$9.57	$7.80	$6.14	$9.20	$7.50	$6.95	$10.43	$8.50

The minimum base price is based on the supply of premium quality Milk. Payments relating to the minimum price are made in terms of dollars per kilogram of fat and dollars per kilogram of protein. A statement of justification for the minimum Milk prices is set out at Item 5 on page 3 of this Agreement.

*Milk prices are expressed in dollars per kilogram of milk solids based on a reference milk solids composition of 4.0% butterfat and 3.2% protein.

SUPPLIER ACKNOWLEDGES THAT THIS IS A BINDING NON-EXCLUSIVE MILK SUPPLY AGREEMENT AND WILL SUPPLY MILK TO ADFC IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT (WHICH INCORPORATES ADFC'S MILK SUPPLY POLICY 2026-2027).

4 SIGNED BY THE PARTIES

Supplier's Signature

Director/Authorised Representative of
Australian Dairy Farmers Corporation Limited

Supplier's Signature

ADFC Non-Exclusive Milk Supply Agreement

Australian Dairy Farmers Corporation Limited ABN 80 456 117 281 (**'ADFC'**) wishes to make You the following non-exclusive offer to purchase Your Milk.

1. Interpretation

Unless the context otherwise requires:

"ADFC" means Australian Dairy Farmers Corporation Limited ABN 80 456 117 281.

"ADFC's Milk Supply Policy 2026-2027" means ADFC's Milk Supply Policy for FY 2026-2027 attached at Annexure 2 and as published on ADFC's website (adfc.com.au) and as amended during the Term in accordance with the Code.

"Agreement" means the agreement (the terms of which are set out or referred to in this document including ADFC's Milk Supply Policy 2026-2027) arising from Your acceptance of this offer.

"Announced Base Price" means, in respect of a month, the base milk price for that month announced by ADFC prior to the commencement of the new season, being at the Start Date. The minimum monthly base prices are set out in Item 3 on page 1 of this Agreement.

"Business Day" means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

"Code" means the *Competition and Consumer (Industry Codes-Dairy)*

Regulations 2019.

"End Date" means the end date for the supply of Milk to ADFC specified in Item 2 on page 1 of this Agreement.

"Farm" means the farm or farms allocated to ADFC's farm number or numbers shown in Item 1 on page 1 of this Agreement. For the avoidance of doubt, 'Farm' does not include any additional real estate acquired or used by You on or after the date of this Agreement.

"Financial Year" or "Year" means each period of 12 consecutive months commencing on 1 July.

"Force Majeure" means unforeseeable circumstances that prevent a party from fulfilling its obligations under this Agreement. This includes natural disasters, acts of God, industrial action, government action (or inaction), an act of terrorism, outbreak of war, epidemic, pandemic, loss of production or cattle due to circumstances beyond Your reasonable control, such as feed shortages, flood or drought.

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999*.

"Milk" or **"Your Milk"** means all the milk produced at the Farm, excluding milk used for the rearing of calves on the Farm or milk used or consumed on the Farm for domestic or household purposes.

"Month" means calendar month.

"Party" or "Parties" means the Supplier or ADFC or both, as applicable. A reference to

a party includes that party's successors and permitted assigns.

"Start Date" means the start date for the supply of Milk to ADFC specified in Item 2 on page 1 of this Agreement.

"Term" means the period from the Start Date to the End Date as specified in Item 2 on page 1 of this Agreement.

"You", "**Your**" or **"Supplier"** means the party whose details are set out in Item 1 of page 1 of this Agreement. A reference to a person includes a natural person, partnership, firm, body corporate or other entity.

A reference to the singular includes the plural and a reference to the plural includes the singular.

2. Agreement to Supply and Purchase Milk

a. This Agreement sets out the terms and conditions on which ADFC is prepared to buy Milk from You.

b. During the Term and thereafter until the Agreement is terminated in accordance with clause 11, You agree to supply and ADFC agrees to acquire Your Milk, on the terms and conditions referred to in this Agreement.

c. This Agreement is comprised of these terms, Annexure 1 and ADFC's Milk Supply Policy 2026-2027.

d. This Agreement (including Annexure 1 and the ADFC's Milk Supply Policy 2026-2027) 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.

3. Cooling-Off Period

You may terminate this Agreement without incurring any liability by notice in writing to ADFC within 14 days of the day on which You sign this Agreement, as prescribed by section 23 of the Code.

4. Milk Pricing

a. ADFC strives for fairness for our farmers and aims to pay our suppliers competitive market prices across all our regions. Our total announced minimum base prices set out in Item 3 on page 1 of this Agreement are based on Milk that meets our quality standards and excludes Dairy Australia Fees of [2.9273 cents / Kg Fat and 7.1299 cents / Kg Protein together with Dairy Food Safety Victoria levies of 0.0001747 cents / Litre].

b. Milk that does not meet our quality standards may be rejected or otherwise be subject to price adjustments as described in ADFC's Milk Supply Policy 2026-2027. In the event Your Milk is rejected, ADFC will provide You with a written notice of the rejection as soon as practicable after the rejection, which will include the consequences of the rejection and any fees payable by You because of the rejection.

5. Statement of Minimum Milk Price Justification

a. ADFC offers the same minimum milk price to all non-exclusive suppliers that meet its quality standards in all the regions it collects from, regardless of the volume of Milk supplied. ADFC supports the Code and opposes retrospective milk price reductions.

b. The factors that lead to the determination of the minimum prices set out in Item 3 on page 1 of this Agreement include:

- anticipated milk intake volumes, considering competition for milk supply within each region in which ADFC operates;
- forecast revenue from each of ADFC's customers for the quantity and deliverability of Milk volumes required;
- consideration of operating and overhead costs; and
- ADFC deducts operating and overhead costs from total revenue and passes the balance on to its suppliers in the milk price.

6. Milk Payment Arrangements

a. **Announced Base Price**: Subject to the other provisions of this clause, ADFC will acquire Your Milk each Month at the Announced Base Price for that Month.

b. **Adjustments**: quality adjustment, step-ups, and any other adjustments will apply to the Announced Base Price in accordance with ADFC's Milk Supply Policy 2026-2027.

c. **Levies**: Where any levy (including without limitation any levy imposed by Dairy Australia or Dairy Food Safety Victoria) applies to the Milk, ADFC will pay the levy on behalf of the Supplier. The amount of any levy will be deducted from the payment to the Supplier.

d. **Payment**: You must provide ADFC with written notice of Your nominated bank account for payments. ADFC will pay You for the Milk it acquires from You each Month in accordance with the payment provisions set out in ADFC's Milk Supply Policy 2026-2027.

7. Maximum amount of Milk

For the avoidance of doubt, there is no maximum amount of Milk that You may supply to ADFC under this Agreement during the Term.

8. ADFC's Policies

a. In addition to the terms of this document, ADFC's Milk Supply Policy 2026-2027 will apply to Your supply of Milk to ADFC and forms part of this Agreement.

b. ADFC may change ADFC's Milk Supply Policy 2026-2027 from time to time in accordance with the Code. ADFC will notify You in writing of any changes to ADFC's Policies.

c. You must comply with ADFC's Milk Supply Policy 2026-2027. In the event of any express inconsistency between this document and ADFC's Milk Supply Policy 2026-2027 relating to pick-up arrangements (including road access), milk quality standards and control procedures for milk, the provisions of ADFC's

Milk Supply Policy 2026-2027 shall prevail over the terms of this document to the extent of the inconsistency. In all other respects, in the event of any express inconsistency between this document and ADFC's Milk Supply Policy 2026-2027, the terms of this document shall prevail.

d. You acknowledge that You have received and read ADFC's Milk Supply Policy 2026-2027 before entering into this Agreement.

9. Quality and sampling procedures

a. Unless otherwise agreed in writing, the quality of milk provided by You must comply with the quality specifications in ADFC's Milk Supply Policy 2026-2027. 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.

b. ADFC will undertake the sampling procedures and volume accuracy assurances specified in ADFC's Milk Supply Policy 2026-2027 in relation to Milk supplied by You and, following such procedures and assurances, ADFC will provide You with written notice of the results as soon as reasonably practicable.

c. Samples of Milk supplied by You to ADFC will be tested exclusively by Silliker Australia Pty Ltd trading as Merieux Nutri Sciences (formerly BVAQ) (**Merieux Nutri Sciences**), which conducts an independent dairy testing laboratory. Milk quality results as determined by testing performed by MXNSAQ Pty Ltd will be final and binding on the parties for all purposes in connection with this Agreement.

10. Monthly Statements

a. ADFC will issue a statement to You within 14 days of the end of each Month during the Term.

b. The statement will specify ***dealings*** with Milk in the prior Month.

c. ***Dealings*** include the quality and quantity of Milk purchased by ADFC, the dates of the purchases, the price for Milk, where multiple methods are agreed for calculating the Milk price, the method applied for calculating the Milk price for a particular purchase, and any fees or levies deducted from payment.

d. The date(s), volume and Milk quality test results are also available on ADFC's supplier mobile App and supplier web portal.

11. Term and Termination

a. This Agreement commences on the Start Date and shall continue until the End Date, when it will expire without further notice.

b. After the Term of this Agreement has expired, ADFC will only continue to collect and acquire Your Milk if ADFC offers You a new agreement and it is signed by You.

c. You may terminate this Agreement by giving 30 days' written notice to ADFC **PROVIDED THAT** You provide documentary evidence, to the

reasonable satisfaction of ADFC, that You are permanently leaving the dairy industry.

d. Either party may immediately terminate this Agreement if the other party:
   i. commits a fundamental or material breach of this Agreement which is incapable of remedy; or

   ii. commits a fundamental or material breach of this Agreement and fails to remedy the breach within thirty (30) days after notice in writing has been given to remedy that breach.

e. 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.

12. Complaints and Disputes

a. All disputes are subject to the provisions of the Code relating to disputes.

b. Where a dispute arises out of or in connection with performance of this Agreement both parties, acting in good faith, must use all reasonable endeavors to bring the issue to the attention of the other party in a timely fashion (and in any event not more than 30 days after the event occurs which leads to the dispute) by a notice that includes:

   i. the nature of the complaint.

   ii. that the aggrieved party wishes to resolve the dispute in accordance with this Agreement; and

   iii. the desired resolution.

c. The party receiving the complaint will notify the other party in writing that it has received the complaint within five Business Days, and articulate the steps intended to resolve the dispute.

d. Any complaints arising under this Agreement must, in the case of ADFC, in the first instance be referred to ADFC's Internal Complaints Handling Officer for resolution under ADFC's complaint handling procedure set out in Annexure 1.

e. 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.

f. If after attempting to resolve the dispute, and in any instance not before the elapse of 60 days after notification to the other party of acknowledgment of receipt of the complaint, the parties are not reconciled, either party may take action to have the complaint resolved by mediation.

g. The party referring the complaint to mediation must request the Australian Small Business and Family Enterprise Ombudsman (Ombudsman) to appoint a mediator for the dispute.

Mediation must be conducted in accordance with section 48 of the Code.

h. Pending resolution of any dispute, the parties must continue to perform their obligations under this Agreement without prejudice to their respective rights and remedies (except where such obligations are the subject of the

dispute).

i. Neither party may commence litigation proceedings unless it first refers the dispute to mediation under this clause.

j. The costs of mediation will be borne by each party equally, unless otherwise agreed. If a party seeks legal representation in the mediation process, such legal costs will be borne by that party.

k. Nothing in this dispute resolution procedure will prevent a party from seeking an injunction.

l. The provisions of this clause will survive termination of this Agreement.

13. Force Majeure

a. Neither party is liable for a failure to comply with this Agreement or a failure to perform an obligation under this Agreement because that party is unable to perform its obligations due to an event of Force Majeure.
b. The party relying on an event of Force Majeure must notify the other party as soon as practicable and in writing of the reliance on the event of Force Majeure.

14. Variation

a. Except as provided under this clause 14, ADFC and the Supplier may only agree to vary this Agreement in writing signed by both parties, or by a written notice of offer to vary the Agreement and a written notice of acceptance. Any offer, acceptance or signed variation must state the Agreement to which it refers and the date the variation is to take effect.

b. ADFC can only unilaterally vary this Agreement 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 this Agreement. If ADFC unilaterally varies this Agreement under this clause, ADFC will provide You with 30 days' prior written notice. As soon as reasonably practicable following the variation, ADFC will also provide You with a copy of the written variation itself, an explanation of the reason for the variation and the date that the variation takes effect. For the avoidance of doubt, this clause does not affect the power of ADFC, and the Supplier agrees to vary the Agreement under clause 14(a).

c. Any variation under clause 14 does not allow a variation that does not comply with the Code.

d. 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.

e. An agreed variation which is not written in the first instance will be written and transmitted by ADFC to the Supplier within 30 days. Where the supply period of the Agreement is 90 days or longer, ADFC must make all reasonable efforts to obtain written acknowledgement that the record is a complete and accurate record of the variation from the Supplier.

f. The Supplier cannot unilaterally vary this Agreement.

15. Confidentiality

a. The parties must keep the details of this Agreement confidential and must not disclose or make available directly or indirectly to any third party any Confidential Information unless:

   i. 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.

   ii. at the time of the disclosure, the information was in the public domain (other than because of a breach of a duty of confidentiality); or

   iii. After the disclosure, the information becomes part of the public domain (other than because of a breach of this clause).

b. The parties must not use, disclose, or access Confidential Information for any reason except as is necessary to perform this Agreement.

c. For the avoidance of doubt, the parties' obligations in clause 15(a) apply to any information disclosed or obtained in dealing with or resolving a complaint or dispute under this Agreement.

d. For this clause "**Confidential Information**" means the terms of this Agreement and (whether 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 during their discussions and negotiations regarding or in connection with this Agreement and which:

   i. is by its nature confidential.

   ii. is designated by the party disclosing the information as confidential; or

   iii. the party receiving the information knows or ought reasonably to know is confidential; but does not include any part of the information that:

      1. 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.

      2. is in the possession of the party receiving the information at the time of disclosure otherwise, then because of that party's breach of a legal obligation.

      3. 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 agreement from disclosing the information to the party receiving the information.

      4. is independently developed by the party receiving the information outside the scope of the relationship with the

other party; or

5. is required to be disclosed by court order, subpoena or other law or legal process.

16. Governing Law

This Agreement is governed by the laws of Victoria, and each party submits to the exclusive jurisdiction of the courts of Victoria.

17. Notices

a. Any notice or other communication required to be given under or in connection with this Agreement can be delivered by addressing that notice to the other party at its address set out on page 1 of this Agreement and serving the notice at that address.

b. Notice may be delivered by hand, post or by email with service deemed to have occurred as follows:
   i. By hand - If it is before 4pm local time in the place of delivery, the notice will be taken to be delivered on the day of delivery.
   ii. By post - the 5th Business Day in the place of delivery after the notice is posted
   iii. By email - a notice may be sent on electronic form and will be deemed given and received on the first day on which it could be read by the addressee. But if the notice is received after 5pm on a Business Day, or a day that is not a Business Day, then the notice is taken to have been received on the next Business Day.

18. GST

a. The expressions "consideration", "GST", "input tax credit", "supplier", "supply", "tax invoice", "recipient", "recipient created tax invoice" and "taxable supply" have the meanings given to those expressions in the GST Act.

b. Unless otherwise set out, the parties confirm that any amount payable under this Agreement is calculated without regard to GST.

c. If any goods or services supplied are taxable supplies, then on payment of any amount under this Agreement, a party must also pay the other party any applicable GST.

d. Each party must do everything reasonably necessary to assist the other to claim a GST input tax credit.

e. You must be registered for GST and must maintain the registration of Your ABN throughout the Term.

19. Set Off

a. ADFC may set off any amount payable by You to ADFC against any amount payable by ADFC but must notify You in writing of any such set off (including the amounts) prior to making such set off.

b. You may set off any amount payable by ADFC to You against any amount payable by You to ADFC but must notify ADFC in writing of any such set off (including the

amounts) prior to making such set off.

20. Acknowledgment

You acknowledge that, prior to signing this document, You have been given the opportunity to obtain independent legal and financial advice on the Agreement.

21. Milk Ownership

Ownership of Milk is transferred from the Supplier to ADFC when the milk tanker is approved for unloading at the relevant processing facility once milk testing approval is provided by that facility's milk testing process.

22. Severability

The Agreement shall not be adversely affected by any part that is unenforceable or invalid. The offending part shall be read down or shall be severed, and the remaining parts shall continue to have full force and effect.

23. Joint and Several

Any covenant or agreement on the part of and for the benefit of two or more people shall bind them and be for the benefit of them jointly and severally.

24. Privacy

ADFC collects, uses, and discloses personal information in accordance with our 'Privacy Policy, the current version of which can be accessed at www.adfc.com.au (or such other web address as notified to You).

25. Counterparts

This Agreement may consist of several counterparts and, if so, the counterparts taken together constitute one document.

26. Electronic Signing

a. The parties acknowledge and agree that:

   i. this Agreement, including any counterpart, may be electronically signed, including using software or a platform for the electronic execution of documents.

   ii. any electronic signatures on this Agreement are intended to bind the party signing the Agreement and to have the same legal force and effect as if the Agreement was signed in wet ink.

   iii. where this Agreement has been electronically signed and printed, the printed copy is deemed to be an original; and

   iv. this Agreement may include counterparts signed either by wet ink, electronically or both and all counterparts together make one instrument.

b. Exchange of this Agreement will occur upon each party delivering up signed counterparts to the other authorising exchange, including in wet

ink, electronic form or by email.

27. General

a. Without prior and written permission of the other party, neither party will assign this Agreement.

b. To the extent of any inconsistency between the terms of this Agreement and the Code, the Code prevails. To the extent of any ambiguity between the terms of this Agreement and the Code, the terms should be construed in a way that complies with the Code.

c. If a party chooses not to demand enforcement of a term of this Agreement the choice cannot be interpreted as a waiver of the term. An aggrieved party may seek damages or specific performance for breach of this Agreement.

d. Expiry or termination of this Agreement does not limit any rights or obligations a party had prior to the expiry or termination.

e. Clauses which are intended to operate beyond the Term may be relied upon by a party beyond the Term.

f. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

g. Each party must retain the original or a copy of this Agreement and any record, notice or statement made or given under or in connection with this Agreement for the period commencing on the day the record is made or given and ending 6 years after the date on which this Agreement ends, in accordance with section 55 of the Code.

If You wish to accept this offer for milk supply, You must sign page 1 of this document. This can be done electronically or by email or mail to ADFC.

Please keep a copy of this Agreement for Your records.

Yours faithfully

Andrew Sutton
ADFC General Manager

ANNEXURE 1: ADFC's COMPLAINTS HANDLING PROCESS (clause 12(d))

1. ADFC's Internal Complaints Handling Officer is Paul Casey. paul.casey@adfc.com.au

2. If You have a complaint in relation to this Agreement or Your milk supply arrangements with ADFC, you should in the first instance contact ADFC's Internal Complaints Handling Officer to discuss Your complaint.

3. Within 5 Business Days of receiving Your complaint, ADFC will provide You with a written acknowledgement stating that the complaint has been received and the steps to be taken to deal with the complaint.

4. ADFC will attempt to resolve Your complaint within 10 Business Days of being notified of Your complaint.

5. If You are unable to resolve Your complaint with ADFC's Internal Complaints Handling Officer within 20 Business Days of notifying ADFC of Your complaint, you may request that Your complaint be escalated to ADFC's General Manager for review.

6. If You are unable to resolve Your complaint with ADFC's General Manager within a further 10 Business Days of receiving Your complaint to be considered by ADFC's General Manager, you may request that the parties agree to mediation of Your complaint in accordance with clause 12 of the Agreement.

ADFC Non-Exclusive Milk Supply Agreement

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ANNEXURE 2: ADFC's MILK SUPPLY POLICY FY2026-2027

1. INTRODUCTION

This Milk Supply Policy sets out the terms and conditions that apply to dairy farmers supplying milk to Australian Dairy Farmers Corporation (ADFC).

This policy may be updated during the year in line with the **Competition and Consumer Act 2010 Dairy Code of Conduct**. Suppliers will be notified of any changes.

For clarity:

- all milk quality standards and factory procedures are referred to as **ADFC standards**
- all pricing information is referred to as **ADFC pricing**

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2. SHAREHOLDING

Signing an ADFC supply agreement and supplying milk to ADFC is conditional on the contracted supplier(s) becoming a shareholder of ADFC.

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3. MILK PRICING

Milk pricing details are announced at the beginning of each financial year.
As required by the Dairy Code, pricing will be published on the ADFC website by **2:00 pm on 1 June**.

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a) Component Payment System

- Base milk payments are made on:
    - dollars per kilogram of **butterfat**, and
    - dollars per kilogram of **protein**
- Peak to Trough (P2T) payments (if applicable) are paid on dollars per kilogram of **milk solids**
- All milk prices are expressed as **$/kg milk solids**, based on a reference composition of:
    - **4.0% butterfat**
    - **3.2% protein**

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b) Quality Adjustments

Quality adjustments are determined by monthly demerit points, as outlined below.
Further details on milk quality requirements are provided in **Section 4 and Appendix 2**.

ADFC Quality Adjustment Table

Demerit Points (per month)	$/kg Fat	$/kg Protein
0	$0.00	$0.00
1	-$0.07	-$0.10
2	-$0.11	-$0.17
3	-$0.23	$-0.34
4–5	−$0.34	−$0.51
6–7	−$0.69	−$1.02
8–9	−$1.14	−$1.70
10–15	−$1.59	−$2.39
16–40	−$2.05	−$3.07
41 and over	No payment	No payment

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c) Peak to Trough (P2T) Payment (applicable only to exclusive milk supply)

Note to Farmer: The Peak to Trough (P2T) Payment described in this section 3(c) applies only to suppliers under an Exclusive Milk Supply Agreement with ADFC. Suppliers under a Non-Exclusive Milk Supply Agreement are not eligible for the P2T Payment.

In addition to the base price, eligible exclusive suppliers may receive a **Peak to Trough (P2T) Payment**.

The P2T Payment is calculated by:

1. Dividing milk solids supplied in the **peak months** (September, October, November) by milk solids supplied in the **off-peak months** (February, March, April) to determine the P2T ratio.
2. Applying the relevant payment bracket to the supplier's total kilograms of milk solids supplied.

P2T Payment Brackets

Bracket	Peak to Trough Ratio	$/kg MS
A	1.40 or below	$0.40
B	1.41 – 1.70	$0.25
C	1.71 – 2.00	$0.10

D	2.01 and above	No payment

Payments and Reconciliation

- Monthly advance payments are made based on highest bracket achieved in the supplier's most recent two years of production.
- Suppliers who previously supplied another processor must provide sufficient information to calculate their P2T ratio.
- At the end of the **2026–2027 season**, all ADFC suppliers monthly milk production will be reconciled to their actual P2T ratio:
    - suppliers moving to a **higher bracket** will receive a back-payment
    - suppliers moving to a **lower bracket** will not have any deduction applied

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d) Milk Price Increases

After the minimum base milk price is released, ADFC may announce price increases during the financial year.

Price increases may be:

- **Step-ups** – applied from a future date until the end of the financial year
- **Retrospective increases** – applied back to the start of the financial year

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e) Stop Charges

- ADFC does **not** apply stop or volume charges for milk collection.
- The minimum collection volume is **800 litres per pickup**.
- Suppliers must inform ADFC of drying-off and recommencement plans **within 7 days** of ceasing or restarting supply.

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f) Timing of Milk Payments

- Payments are generally made on the **15th day of the month following collection**.
- If the 15th falls on:
    - a **Saturday** – payment is made on the preceding business day
    - a **Sunday** – payment is made on the next business day
    - a **public or bank holiday** – payment is made on the nearest business day

Milk statements:

- are available on the **ADFC Supplier Portal**
- are emailed before the evening of the **14th of each month**

- a payment summary is also available via the **Supplier Mobile App**

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4. MILK QUALITY

ADFC supplies milk directly from farms to customers who manufacture products for both the Australian and export markets.

As a result:

- all milk must meet **Australian and EU regulatory requirements**
- compliance is assessed through **Total Plate Count (TPC)** and **Somatic Cell Count (SCC)** testing

All milk samples supplied to ADFC are tested exclusively by **Merieux Nutri Sciences**, an independent laboratory.
Test results are **final and binding** for the purposes of the supply agreement.

- **Total Plate Count (TPC)**
- EU compliance requires a **rolling 2-month (60-day) geometric average** of less than **100,000 cfu/ml**
- If this limit is exceeded:
    - the following month's average must be below 100,000 cfu/ml for collection to continue
    - Otherwise, supply will be suspended for **21 days**

During suspension:

- the shareholder is responsible for milk disposal and testing
- test results must be reported to ADFC

TPC testing & retesting

- Milk is tested in **10-day cycles**
- Results over **10,000 cfu/ml** trigger an automatic recheck
- The **lower result** is used for grading

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b) Somatic Cell Count (SCC)

- Each collection must have a weighted average SCC of **less than 250,000 cells/ml**
- Farms must maintain a **3-month rolling geometric average below 400,000 cells/ml**
- If the limit is exceeded:
    - supply may be suspended for **21 days**
    - milk disposal is the shareholder's responsibility

- recurring breaches may lead to repeat suspensions

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c) Temperature

- Milk must be stored and presented for collection at **5°C or below**
- Milk must cool to **5°C or less within 3.5 hours** of milking commencement
- Tanker drivers record milk temperature at collection

Additional requirements:

- plate pre-cooling must be used wherever possible
- milk entering the vat above **27°C** may be rejected

Persistent temperature breaches:

- are monitored by ADFC
- may require a cooling system audit at the shareholder's cost
- may result in loss of Quality Assurance accreditation

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d) Extraneous Matter

- Extraneous matter testing is conducted at the tanker level
- Individual samples are taken only if a problem is identified
- Farmers will be contacted if issues arise

---

e) Poor Milk Quality

Shareholders with ongoing quality issues (e.g. high TPC, SCC, or temperature) may:

- receive notice that collection may be suspended
- be required to implement a milk hygiene improvement program
- have supply ceased if issues persist for **90 days**

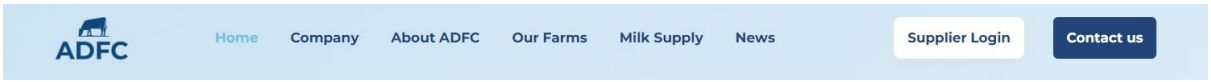
F) Milk Quality Results

- Test results are available within **48 hours**
- Results can be accessed via:
  - the **ADFC Mobile App**
  - the **Supplier Web Portal**

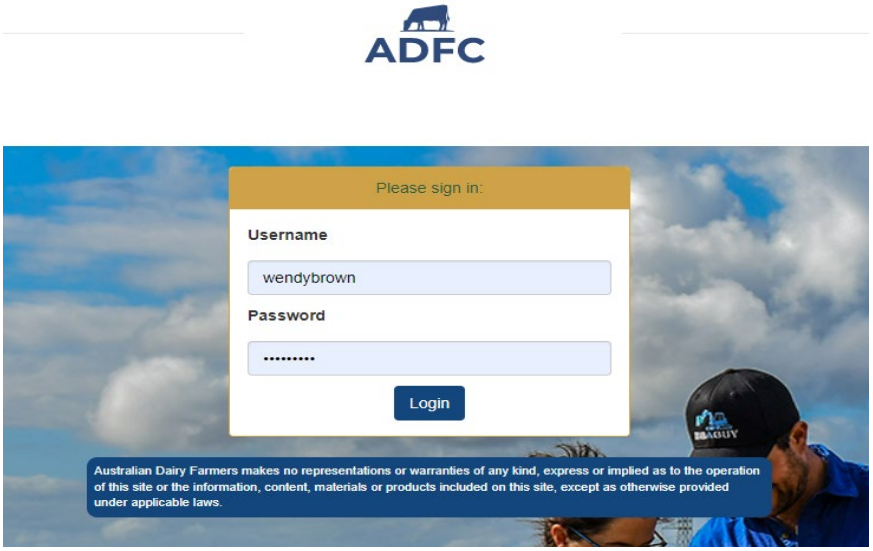
As tanker dockets may not always be available, electronic access is recommended.

5. ADFC Supplier Web Portal

- Website: **www.adfc.com.au**
- Access milk production and quality data via the **Supplier Portal**
- Mobile app access is available once registered



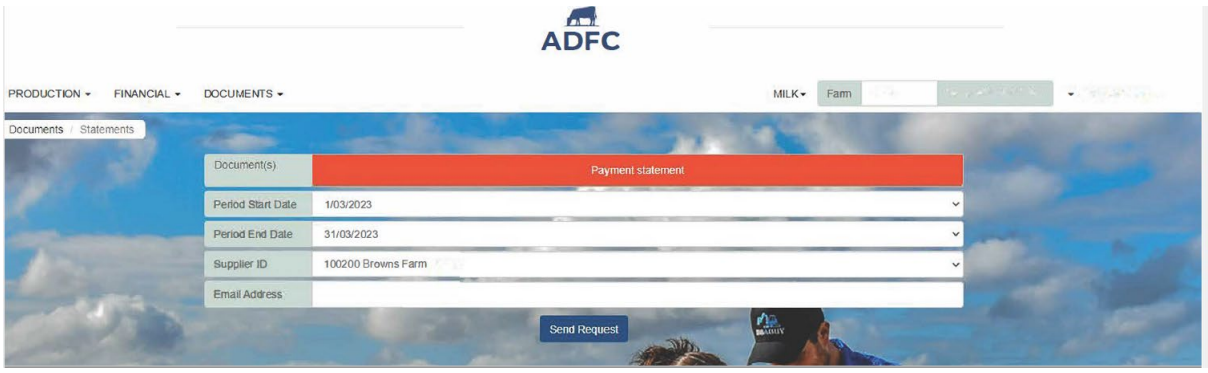
Click on the top right-hand button – 'Supplier Login' tab and follow the prompts.



Your access code and password are the same for the mobile app. If you are unsure of the Username and Password, please contact ADFC. Once logged into the portal you will be able to change the password if you wish.

(a) Milk Statements

Your monthly Milk statement will be automatically emailed to you or if you require the option of downloading a specific monthly milk statement via the ADFC Portal



This is a useful option if you want to send a copy of the statement to bookkeepers or accountants. If YOU have any questions, please contact the ADFC team for assistance.

(b) ADFC Mobile App.

To load the mobile app – please go to either the Apple App store or Google play store. Look for **adfc farmer madcap**

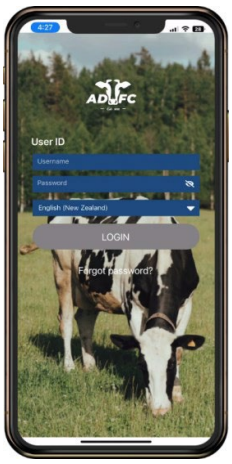
It is important to note, if You share Your log in details with others, then they will have access to Your financial information also.

To share Litres and Quality Results only with others you can add them in contacts on the ADFC Supplier Portal. Or contact ADFC to assist with setting up.

LOGGING INTO THE ADFC MOBILE APP:

To Login to the mobile supplier app, you simply need to use Your current login credentials for the ADFC Supplier Web Portal.

1. Type Your username and password into the login screen that you see when you first open the app.
2. Then press login.

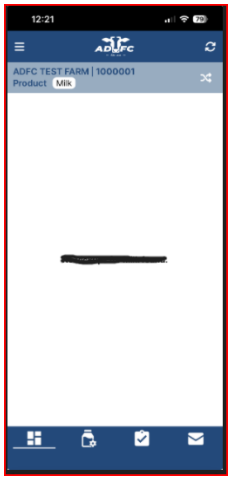


3. If You have more than one farm associated with Your login you can pick this from the next screen below.
4. Press the Submit button to select the farm.
5. You have successfully logged in.

DATA NOT UP TO DATE:

If Your data has not been updated, you may need to refresh Your app. To refresh data, go to the top right-hand corner. Tap the refresh icon and Your app will start to refresh Your data.to refresh Your data. Your mobile app will then refresh any data that is available.

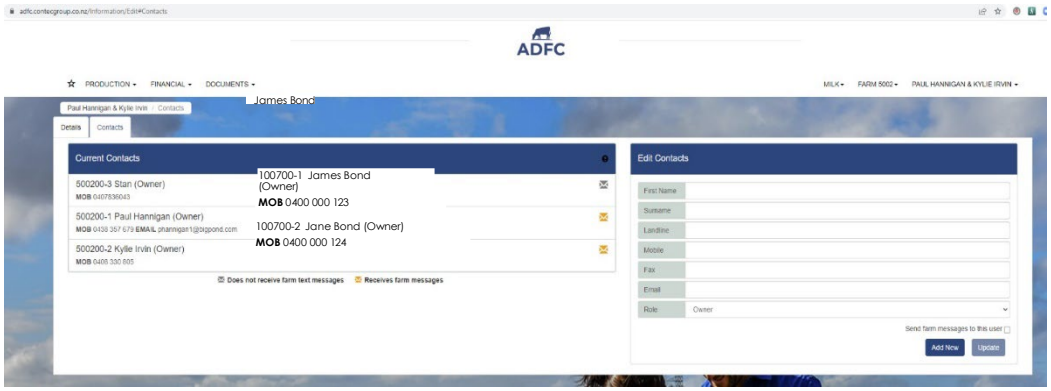
Refresh icon



ALLOWING OTHERS TO LOG IN TO THE APP:

You can allow others to use the app using a contact login as described below.

Anyone (including owners/sharefarmers) that log in as a "Contact" will not have access to any financial information from the mobile app. Only people logging in with a farm username will be able to see the financial information. As part of the system, we can and do have contacts recorded against each supplier within the system. These contacts each have a unique number which can be seen in the ADFC Supplier web portal.



Once logged into the Supplier web portal click on Your name in the top right corner and select Contacts. You can see the login id for each person who is a contact.

For example, Maxwell would login with 100700-3

IMPORTANT: For a contact to log in to the mobile app You need to ensure they have a mobile number associated with the contact entry.

To log in as a contact get the person to log in with this user id. In the case of Maxwell, it would be a user id of 100700-3.

They can choose their own password.

Tap on the Login Button.

AUTHENTICATION:

To authenticate the person logging in, they will need to type the mobile number exactly how it is shown on the contact page. In the case of Maxwell his number has

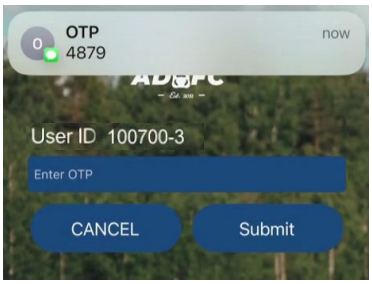
spaces separating parts of the mobile number.

He would need to type in 0400 000 009 and **NOT** 0400000009.

Maxwell would then type the password he typed in on the first page.

ONE TIME PIN (OTP)

Upon pressing the REGISTER button, Maxwell will receive a text message with a four-digit pin.



Maxwell would enter this four-digit number into the application and press Submit.
Maxwell has successfully registered and logged into the ADFC Mobile App as a contact for farm 1007.

6. Insurance Cover

All shareholders are strongly encouraged to maintain comprehensive insurance coverage that includes, but not limited to:

- Loss or contamination of milk on-farm, including any events occurring prior to collection.
- Contamination of milk in the collection tanker, including incidents where a shareholder's milk causes damage or renders other shareholders' milk unsaleable.

Shareholders are reminded that they may be held financially responsible for any contamination or damage caused to shared loads, and appropriate insurance should reflect this risk. If documentation is required to support an insurance claim, shareholders should contact ADFC for assistance.

ADFC will not be liable for payment or compensation for milk that is not collected or not accepted by the processor due to, but not limited to, the following reasons:

- Milk contamination, including the presence of inhibitory substances or other contaminants as defined under this policy.
- Non-compliance with the required milk temperature standards at collection.
- Adverse weather conditions.
- Industrial action by third parties.
- Restricted farm access due to health, safety or biosecurity risks (e.g. Botulism, Foot & Mouth disease, FMD, Anthrax).
- Inadequate road access preventing tanker entry. Shareholders must ensure 24-hour, all weather and safe access for milk tankers always (refer to Transport Section 7 for detailed requirements).

7. Inhibitory substances and residues

ADFC encourages shareholders to discuss any milk suspected of contamination with ADFC before collection and, where appropriate, to use preliminary testing. ADFC aims to minimise the risk of contaminated milk entering the processing system.

Inhibitory substances may include (but are not limited to) antibiotics, pesticides, herbicides,

detergents (particularly quaternary ammonium compounds), blood and colostrum. These substances—especially antibiotics—can significantly affect manufacturing processes.

All tankers are screened for antibiotics on arrival at the processing facility. If a tanker returns a positive SNAP result, additional testing may be undertaken to identify the relevant supplier sample(s). Where contamination is confirmed, the affected milk will not be paid. Refer to Appendix 2 Milk Quality Table, Demerit Points for further details.

If a positive result is detected on a tanker, the milk may be segregated while confirmatory testing (for example, a Delvo test) is conducted. Each supplier's vat sample may then be tested for inhibitory substances. The offending shareholder will be notified within 24 hours of collection.

After notification, the shareholder is responsible for ensuring the next consignment is tested before the next tanker collection, where required. Positive tanker results may be reported to the relevant State Food Authority.

Where a shareholder tests positive for antibiotics through routine testing procedures, ADFC may require an audit of the shareholder's Quality Assurance Program (at the shareholder's cost), particularly where repeat contamination events occur.

Costs

Milk suspected of contamination (as described in this policy) will not be accepted, collected or paid for. If milk is rejected due to chemical residues, antibiotics or any other contaminant, the shareholder will be subject to the terms set out below.

If a shareholder supplies milk that later tests positive for residues, antibiotics or other inhibitory substances and the processor does not use the milk, no payment will be made for that milk. If the contaminated milk has been collected into a shared tanker load, the shareholder may also be responsible for associated costs, including:

- the value of other suppliers' milk in the tanker (excluding the offending shareholder's milk), calculated at the current milk value determined by the relevant processor (ex GST)
- freight costs, as determined by the relevant logistics company (ex GST)
- disposal costs, as incurred by the relevant logistics company (ex GST)

If more than one shareholder supplies antibiotic or otherwise contaminated milk in the same tanker run, no payment will be made for the affected milk. Any applicable costs will be allocated between those shareholders on a pro-rata basis, based on litres supplied to that tanker.

Within one month, ADFC will confirm the contamination outcome in writing, including what occurred, when it occurred and the consequences. The notice will advise that ADFC will pass applicable contamination costs on to the shareholder and will commence deductions from the shareholder's monthly milk payment in the next pay period. If requested, the amount owing may be deducted over four (4) equal monthly instalments.

Demerit points

If a shareholder supplies milk that tests positive for antibiotics or other inhibitory substances at the factory, ADFC will apply three (3) demerit points. The shareholder will not be paid for the affected milk and may also incur costs as set out under the "Costs" section above.

Antibiotic test kits (optional)

If a shareholder is concerned about accidental antibiotic contamination before collection, they may choose to test a vat sample using a SNAP test kit. If the result is positive, the shareholder must dispose of the milk on farm to ensure it does not enter the supply chain and must advise ADFC of the volume disposed.

If required, ADFC can provide a letter to support an insurance claim.

8. Quality Assurance Program

ADFC is responsible for ensuring each shareholder's Farm Quality Assurance manuals (Quality One) comply with relevant state authority requirements.

Shareholders are responsible for keeping record sheets and manuals up to date. All dairy producers must have an approved and audited Food Safety Program and comply with relevant state legislation and ADFC requirements for audits conducted by (or on behalf of) the authorities.
A critical non-conformance may result in immediate suspension from supply until the issue is rectified. If a minor or major non-conformance is recorded, the shareholder will be given time to address the issue. ADFC can assist shareholders to implement and maintain their on-farm quality system. The 'Quality One' QA program (including forms and manuals) is available from ADFC and on the ADFC Supplier Web Portal.

8.1 Stock feed

8.1.1 Suitability of feed for animal use

As part of each shareholder's On Farm Quality Assurance Program, vendor declarations must be obtained for all stock feed received on farm. Vendor declarations should:

- Identify the feed supplier.
- Describe the stock feed supplied.
- State the date of supply.
- Confirm the feed is suitable for dairy animals and meets current industry standards, including being free from chemical residues and ruminant animal material.

8.1.2 Genetically modified feed

ADFC does not permit shareholders to use genetically engineered or genetically modified (GE/GM) feed. Shareholders must avoid GE/GM feed and obtain warranties (vendor declarations) confirming the GE/GM status of any purchased feed.

8.2 Animal health and welfare

ADFC expects shareholders to follow recognised animal welfare practices and to maintain high standards of animal health and welfare on farms.
The Australian dairy industry has a National Dairy Industry Animal Welfare Strategy (NDIAWS), and the Australian Animal Welfare Strategy promotes high welfare standards for Australian animals. ADFC endorses these strategies and expects all suppliers to maintain high standards of animal welfare and animal health.
ADFC works with Dairy Australia, relevant state authorities, local veterinarians and Department of Primary Industry personnel. ADFC monitors milk quality and may audit farms to support consistent on-farm standards.

Milk safety is essential. Cows must be managed to prevent hazards entering the milk supply. If shareholders observe unusual signs (for example, sudden production changes, skin lesions, sudden deaths or downer cows), they must immediately remove and isolate any suspected animals from the milking herd and contact their veterinarian. Where relevant, the incident should also be reported to ADFC.

Milk collection may be suspended during an investigation if recommended by a veterinarian or a state authority. Shareholders should ensure they have insurance to cover milk losses in these circumstances. Milk will not be collected from herds with notifiable diseases unless the relevant authorities confirm it is safe.

ADFC expects all milk and livestock producers to comply with recognised standards for the care and handling of dairy animals (cattle, goats, sheep and buffalo) and other animals used for food production.

ADFC expects animal care assessment programs to include third-party validation, providing assurance to industry, customers and consumers that applicable standards and codes of practice are being met.

Industry Standards or Codes of Practice refer to either a regulatory requirement or an industry-imposed expectation that outlines acceptable animal care and handling practices.

Compliance with such requirements validates that producers supplying ADFC are addressing key animal welfare issues related to all aspects of livestock production, including animal transport and humane slaughter. ADFC seeks commitment from shareholders to eliminate or modify routine animal Management Practices that are unnecessary, cause pain and/or fear, or are otherwise unacceptable, specifically:

- Tail docking of cattle must be eliminated.
- Pain control (analgesia and/or anesthesia) must be used for routine painful procedures (e.g., disbudding, dehorning, supernumerary teat removal, castration) and should become a minimum industry standard.
- Electric cattle prods must not be used for routine handling. Use must be restricted to emergencies where animal safety is at risk. Electric prods must never be used on sensitive areas of cattle and must never be used on sheep or goats.
- All animal handlers should complete recognised low-stress ("quiet") handling training, including the care of non-ambulatory and compromised livestock. Handling methods based on fear or pain must be eliminated.

Issues that may affect our ability to pick up milk (but not limited to):

- Pesticide and chemical poisoning
- Botulism and anthrax
- Foot-and-mouth disease
- Lumpy skin disease

Vaccinations for diseases such as botulism, three-day sickness and leptospirosis are recommended as best practice to help minimise outbreaks on farms.

If a shareholder does not notify ADFC of an incident (or delays notifying ADFC), ADFC may cease milk collection immediately and reserves the right to cease collection permanently.

ADFC suppliers must keep their farms compliant with relevant state and federal laws and regulations.

8.3 Enzootic bovine leucosis (EBL) and bovine Johne's disease (BJD)

Shareholders must comply with relevant state requirements for BJD and EBL testing. ADFC aims for all milk supplied to be EBL-free (monitored free). If a breakdown occurs, shareholders must follow the applicable state EBL testing protocol. For herds over 200 cows, sub-sampling may be used in line with statutory guidelines. ADFC may request evidence of a shareholder's current EBL status.

9. Milk Components

9.1 Component result variances

If a shareholder notices a significant variance in daily milk fat or protein results within a month, ADFC can review the result if the shareholder contacts ADFC by the 2nd day after collection.

- If a daily fat percentage differs by more than 0.4% from the average of the previous four results, the average of the previous four results will be used.
- If a daily protein percentage differs by more than 0.3% from the average of the previous four results, the average of the previous four results will be used.

10. Milk Transport

a) Milk Sampling

Bulk milk samples (less than 55 mL per sample) are taken from each consignment using aseptic proportional sampling devices fitted to milk tanker collection vehicles. Samples are refrigerated while the tanker collects from other farms, then collated in a temperature-controlled environment at the transport depot after the run. Collated samples are couriered to **Merieux Nutri Sciences** (ADFC's preferred milk testing laboratory) for component and milk quality testing.

Milk tankers are calibrated annually by a third party to within 0.03% of total volume. Shareholders who have concerns about tanker drivers, sampling methods or volume should report them to ADFC immediately.

Collection requirements include:

- Collection is daily, except in emergencies.
- The tanker must empty the vat (although this may not occur at times for logistical reasons).
- Minimum litres per pickup: **800 litres**. If returning from drying off, the supplier must have enough milk to cover the bottom of the milk agitator to be collected.
- Suppliers must advise ADFC 48 hours before drying off and 48 hours before recommencing supply, to ensure scheduling can be confirmed with the transport company.

b) Farm Access

To support safe and efficient milk collection, ADFC requires all farms to provide acceptable dairy access for shareholders, drivers and animals.

Minimum access requirements include:

- An all-weather access road that provides safe access for the milk tanker.
- No towing of trucks will be permitted under any circumstances.
- Tankers must not reverse into a farm from a public road.
- Cows must not walk on tanker access tracks, especially where the tanker stops to connect the hose to the vat for pumping.
- These requirements support workplace health and safety (OH&S) and on-farm biosecurity.

Shareholders are encouraged to have an entrance that allows milk tanker access from either direction (left or right), so the tanker can enter and exit safely without crossing onto the opposite side of the road.

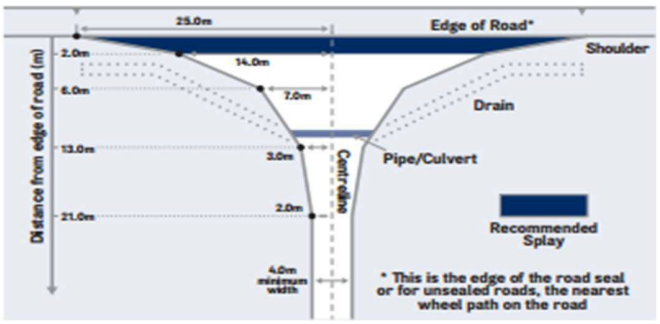
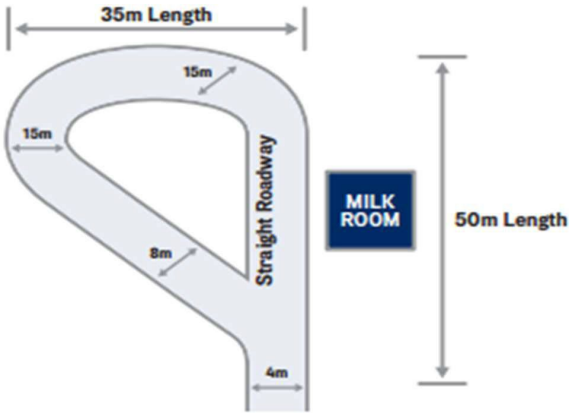


Figure 1 below depicts the base farm entry requirements for a 27 metre B'Double

All shareholders are also encouraged to have a milk tanker turning circle as depicted in Figure 2



At times, milk production may exceed a shareholder's storage capacity even with daily collection. A shareholder may also experience a refrigeration failure that cannot be repaired immediately. In these situations, the shareholder may request one additional pickup each day. At its discretion, ADFC will attempt to assist by arranging additional collection. Milk must still meet temperature requirements. Additional collection is at the shareholder's request, unless ADFC has agreed to assist with a refrigeration problem.

Milk will not be collected if the temperature of milk is greater than 27°C even if notified with a vat out.

c) Milk Vat Requirements

Shareholders should have a milk vat capacity of at least 1.5 times peak daily production. This must be achieved using no more than two milk vats.

d) **Milk Collection Times**

Milk should not be collected while milking is in progress. If collection must occur during milking, the tanker driver must obtain approval from the shareholder (or the milker) before pumping any milk into the tanker. No additional fees will be charged where milk is collected more frequently due to ADFC's or the transports convenience. Where a shareholder's milk volume exceeds the capacity of ADFC's collection arrangements, additional fees will also not be charged.

11. ADFC Policies

11.1 Modern slavery policy

Australian Dairy Farmers Corporation Limited (ADFC) is a procurer and supplier of raw milk. We are 100% owned by our farmer suppliers.
At ADFC, we take our social responsibility seriously. We seek to protect against all forms of modern slavery and serious exploitation including human trafficking, forced labour and child labour – both within our organisation, or as part of our supply chain within the regions we operate.
ADFC pledges to behave ethically and with integrity in all our business dealings. This includes a commitment to seeking to educate and influence those in our supply chain to reduce the risk of modern slavery taking place in their own operations.

Disclosure: This policy applies to the entire ADFC group and participants in the ADFC supply chain.

Modern Slavery: Forms of modern slavery include:

- Engaging in any form of trafficking in people
- Slavery

- Servitude
- Forced marriage
- Using forced labour in the performance of any work
- Debt bondage
- Deceptive recruitment for labour or services
- Child labour involving situations where children are subjected to slavery or similar practices or engaged in hazardous work.

Reporting: If You wish to report a suspected instance of modern slavery in connection with ADFC's operations or supply chain, you can use the following reporting mechanisms:

- **Telephone:** 03 9602 1157
- **E-mail:** info@adfc.com.au

All ADFC employees are required to report any modern slavery concerns to management.

12. Questions

Questions about this policy should be directed to an ADFC Director or ADFC management. Contact details are provided in Appendix 1.

Appendix 1. ADFC contact list

AUSTRALIAN DAIRY FARMERS CORPORATION
Suite 204, 757 Bourke Street, Docklands,
Victoria, 3008

a) ADFC Board Members

Peter Mulheron (Chair) (W Vic representative)	M: 0438 351 294 E: peter.mulheron@adfc.com.au
Jade Sieben (Vice Chair) (N Vic representative)	M: 0407 377 114 E: jade.sieben@adfc.com.au
Ben Croatto (E Vic representative)	M:0431 479 675 E: ben.croatto@adfc.com.au
Rod Slattery (Non supplier Board member)	E: rod.slattery@adfc.com.au

b) ADFC Management

Andrew Sutton	General Manager	M: 0407 178 096 E: andrew.sutton@adfc.com.au
Paul Casey	Financial Controller & Company Secretary	T: 03 9602 1157 E: paul.casey@adfc.com.au
Wendy Brown	Farm Liaison Officer	T 0456 613 772 E: wendy.brown@adfc.com.au
Irene Baker	Farm Liaison Officer	T 0460 337 781 E: irene.baker@adfc.com.au
Maddy Vary	Farm Liaison Officer	T 0418 658 305 E: madeleine.vary@adfc.com.au

c) ADFC Milk Transport Carriers

Area	Transport Carrier	Contact	Numbers
Northern Victoria	SDA Inbound Logistic Centre Rochester & Cobram	24 hours	1300 364 880 M: 0498 000 354
Western Victoria	SDA Inbound Logistic Centre Allansford	24 hours	M: 0438 405 883
Eastern Victoria	SDA Inbound Logistic Centre Leongatha	24 hours	03 5662 9655 M: 0437 830 518

Appendix 2 Milk Quality Adjustment Table, Demerit Points

Test	From	To	Demerit Points	Test Application
Total Plate Count (Units cfu/ml)	0 15001 24001 39001 64001 100,001	15000 24000 39000 64000 100,000 Over	0 2 3 7 8 No Payment	The highest 10-day TPC result each month is excluded. Demerit points (if applicable) are applied to the remaining two 10-day results. Three official 10-day tests are typically conducted each month. For further information, refer to Section 4(a).
	Milk may not be collected from suppliers with TPC results above 100,000 cfu/ml.			
Somatic Cell Count (Units '000/ ml)	0 251 276 301 375 400 476 501	250 275 300 375 400 475 500 Over	0 1 3 4 8 10 16 Nil payment	A weighted average is calculated for each 10-day period. The highest monthly average is excluded, and demerit points (if applicable) are applied to the remaining two 10-day weighted averages. Three weighted averages are typically calculated each month. Milk is not accepted from herds with recurring SCC results of 400,000 cells/ml, in line with current ADFC standards (based on EU requirements). Refer to section 4 (b)
Temperature	The tanker driver checks the temperature of each vat load using the calibrated thermometer integrated into the milk tankers flow meter, in accordance with the milk temperature standards in Section 4(c). Milk cooling is critical to maintaining milk quality. To meet food safety regulations, dairy farm licence conditions and export market requirements, milk must be cooled to 5 °C or less within 3.5 hours from the start of milking.			

Test	Result	Demerit Points	Test Application
Antibiotic	Clear (<.003 ug / ml) Notified after collected	0 3	Per 10-day cycle (minimum one random test per month). There will be no payment for milk and the ADFC supplier will be invoiced for costs associated with contamination.
Quality Assurance Program		15	Immediate suspension from supply until accreditation is restored.
Food Safety Audit			ADFC to cover the cost of the Food Safety Audit and will nominate the company to carry out the audit.
			A food safety audit will be arranged, and the supplier will be responsible for the cost of the audit.