



OZPAK

PRICING AND ADDITIONAL CONDITIONS

CURRENT AS AT 1ST JULY 2019 UNTIL 30TH JUNE 2020

Pricing and Additional Conditions

The prices and additional conditions set out in this document set out the prices and additional terms under which Ozpak will provide wine packaging and other related services to the Customer. The prices and additional conditions set out in this document must be read together with Ozpak's standard terms and conditions, the Customer's account application and any applicable guarantee(s).

Important: Prices set out in any quote provided by Ozpak to the Customer will take precedence over any prices set out in this document.

Ozpak Contacts

Ozpak's organisational structure and details of relevant contacts, as at the date of this document and which the Customer acknowledges is subject to change, are set out below:

Name	Position	Contact Details
Darren Ough	Customer & Planning Manager	03 5736 2800 0408 550 248 darren_ough@ozpak.com.au
Jake Lloyd	Wine Logistics Co – coordinator Production Manager	03 5736 2800 0438 585 615 jake_lloyd@ozpak.com.au
Wayne Cubbin	Laboratory Manager	03 5736 2800 0421 515 292 wayne_cubbin@ozpak.com.au
Andrew McPherson	CEO	03 5736 2800 0407 383 355 andrew_mcperson@ozpak.com.au
Andrew Cross	Operations Manager	03 5736 2800 0400 156 418 andrew_cross@ozpak.com.au
Ian McElhinney	Quality & Technical Manager	03 5736 2800 0418 596 746 ian_mcelhinney@ozpak.com.au
Allan Taylor	Warehouse & Logistics Manager	03 5736 2800 allan_taylor@ozpak.com.au
Sarah Macpherson	Accountant	03 5736 2800 sarah_macpherson@ozpak.com.au
Ashley Wood	Customer & Planning Assistant Purchasing Officer	03 5736 2800 ashley_wood@ozpak.com.au

Ozpak Applicable Locations

The physical location of Ozpak's facilities, as at the date of this document and which the Customer acknowledges is subject to change, is set out below:

Physical Location	
Ozpak (Business Premises)	<i>Postal address</i>
201 Odwyer Rd	P.O. Box 133
Nagambie	Nagambie
Victoria 3608	Victoria 3608
Head Office (McPherson Wines)	
6 Expo Court	
Mt Waverley	
Vic 3149	

Agreed service levels

Ozpak

Ozpak agrees as follows:

- i. To provide all the Customer's bottling requirements if supplied with a minimum lead time of four (4) weeks, except where the relevant manufacturer's lead times exceed this period.
- ii. To supply all QA documentation on request and also at the conclusion of each packaging run within one (1) week after completion (to be made available through Ozpak website within 72 hours).
- iii. To supply generic dry goods (including glass, capsules, corks, screw caps, cartons and dividers) on request or facilitate the mixture of supply from the Customer if applicable.
- iv. To endeavour to attend to all the Customer's enquiries, requests and issues in a timely and professional fashion.
- v. To supply production dates within two (2) working days of receiving specific wine packaging advice from the Customer.
- vi. Provided the wine does not require filtration to be carried out by Ozpak, to supply wine delivery dates within two (2) working days of receiving specific wine packaging advice from the Customer.
- vii. To notify the Customer of all production variables, with a minimum of three (3) weeks' notice.
- viii. To packaging dates that are firm and changeable to a maximum of three (3) working days of the original specified packaging date. The Customer will be notified immediately of any required date changes.
- ix. To verify tanker dip discrepancies on request.
- x. To invoice the Customer as per quotation for each product - fill and pack, dry goods and sundry charges (such as filtration for accounting purposes and any additional charges as mutually agreed between the Customer and Ozpak over and above the quotation).

Customer

The Customer agrees as follows:

- i. To supply production schedules monthly, out to a maximum of six (6) months.
- ii. To endeavour to supply wine-specific, detailed packaging specifications, including bulk wine analysis and anticipated filtration status six to eight (6 – 8) weeks prior to packaging requirements.
- iii. To adhere to Ozpak preferred bulk wine delivery specifications unless prior agreement is reached on a wine by wine basis.
- iv. To ensure customer supplied dry goods are delivered into Ozpak a minimum of (3) three working days prior to the scheduled production run.
- v. To remove packaged and dry goods from Ozpak within five (5) working days from packaging unless otherwise arranged.
- vi. To supply insurance for all wine in transit bulk or packaged.
- vii. To arrange all transport for both bulk wine and finished goods unless otherwise mutually agreed between the Customer and Ozpak.
- viii. To grant Ozpak the first option on quoting for any of the Customer's wine packaging requirements (but the Customer reserves the right to use other service providers if Ozpak is unable to meet the timing requirements of the Customer).

- ix. To supply samples of wines programmed for bottling at Ozpak to the Ozpak laboratory for filterability testing at least seven (7) working days prior to the scheduled run.
- x. To ensure that all bottling runs are greater than or equal to 1,000 cases, unless otherwise mutually agreed to by the Customer and Ozpak;
- xi. To abide by the Ozpak specifications for pressure sensitive labels, corrugated and preprint fibreboard boxes, wine delivery guidelines, Avery Dennison, Raflatac and Spicers facestock and adhesive matrices, sparkling hoods including spot and UV orientation, pvc heat shrink capsules, documentation packaging delivery of customer supplied dry goods, decorative metal capsules, glass bottles, manufacture & decoration of poly laminate sparkling hoods and manufacture and decoration of screw cap closures. These specifications and guidelines can be found on Ozpak's website (www.ozpak.com.au) under links.
- xii. To meet all requirements as set out under Wine Australia's Label Integrity Program.
- xiii. To abide by legislation pertaining to the Food Standards Code (FSANZ) (**Code**). Information on the Code can be found on FSANZ's website – www.foodstandards.gov.au/ (Standard 4.5.1).
- xiv. To comply with all export regulations (including any requirements of the destination country). Information on the regulations can be found on Wine Australia's website (www.wineaustralia.com).
- xv. In the event of the Customer not meeting the aforementioned obligations, that Ozpak may invoice the Customer at a fair and reasonable cost for any losses or expenses incurred at a rate reasonably determined by Ozpak.

As examples (non-exhaustively):

- (1) If a production run is cancelled by the Customer within three (3) working days of its scheduled date then a cancellation fee of \$500 will apply, assuming other scheduled work can be brought forward. In the event that it can't, then a charge of \$1,200 per hour for the estimated period of the Customer's cancelled production run will apply.
 - (2) If a production run scheduled within four (4) weeks of the date of production is cancelled by the Customer and the generic dry goods to be supplied by Ozpak are specific to the Customer (dry goods not generally used by other Ozpak customers), the Customer will be invoiced for the freight cost incurred to return those dry goods to the supplier.
 - (3) If the Customer requests changes after the specification has been signed off and at the time of the production run and downtime is incurred as a result, then the actual downtime incurred will be charged at a rate of \$1,200 per hour.
 - (4) In the event that downtime is incurred because of faulty dry goods supplied by the Customer, then the actual downtime incurred will be charged at a rate of \$1,200 per hour.
 - (5) If dry goods that must be supplied by the Customer are not delivered to Ozpak at least three (3) working days prior to the scheduled production run, then a cancellation fee of \$500 will apply assuming other scheduled work cannot be brought forward. In the event that it can't, then a charge of \$1,200 per hour for the estimated period of the Customer's cancelled production run will apply.
- xvi. To execute and return to Ozpak the 'Fill Volume/Vacuity Disclaimer' set out in **Annexure 1**.
 - xvii. To complete the 'Supply of Corks for Contract Bottling Form' set out in **Annexure 2**.
 - xviii. The Customer acknowledges that Ozpak assumes no liability for any Customer-owned branded dry goods that do not meet the relevant legislative requirements or standards.

BOTTLING SERVICE FEES – STILL WINE

Effective 1st July 2019

DOWN THE LINE PACKAGING FEE – STAND UP CARTONS

LINE FEE - 12x750mL	PRICE \$
1 – 249	\$6.13 per case plus \$300 small run fee
250 – 499	\$5.43 per case plus \$300 small run fee
500 – 749	\$4.79 per case
750 – 999	\$3.89 per case
1,000 – 2,999	\$3.62 per case
3,000 – 5,999	\$3.37 per case
6,000 plus	\$3.24 per case
LINE FEE - 6x750mL	PRICE \$
1 – 499	\$3.45 per case plus \$300 small run fee
500 – 999	\$3.00 per case plus \$300 small run fee
1,000 – 1,499	\$2.32 per case
1,500 – 1,999	\$2.18 per case
2,000 – 5,999	\$2.02 per case
6,000 Plus	\$1.87 per case
LINE FEE - 6 x 1lt and 6 x 1.5lt	PRICE \$
1 – 249	\$6.13 per case plus \$300 small run fee
250 – 499	\$5.43 per case plus \$300 small run fee
500 – 749	\$4.79 per case
750 – 999	\$3.36 per case
1,000 – 2,999	\$3.19 per case
3,000 – 5,999	\$3.06 per case
6,000 Plus	\$2.93 per case
LINE FEE –Standard 12x375mL	PRICE \$
1 – 499	\$6.83 per case plus \$300 small run fee
500 – 999	\$6.37 per case
1,000 – 5,999	\$5.82 per case
6,000 Plus	\$5.53 per case

DOWN THE LINE PACKAGING FEE – LAY DOWN CARTONS

LINE FEE - 12x750mL	PRICE \$
1 – 249	\$9.46 per case plus \$300 small run fee
250 – 499	\$9.34 per case plus \$300 small run fee
500 – 749	\$7.41 per case
750 – 999	\$5.82 per case
1,000 – 2,999	\$5.54 per case
3,000 – 5,999	\$5.24 per case
6,000 Plus	\$5.01 per case
LINE FEE - 6x750mL	PRICE \$
1 – 499	\$5.24 per case plus \$300 small run fee
500 – 999	\$3.72 per case plus \$300 small run fee
1,000 – 1,499	\$3.47 per case
1,500 – 1,999	\$3.19 per case
2,000 – 5,999	\$3.05 per case
6,000 Plus	\$2.98 per case

TIN & POLYLAMINATE CAPPING

LINE FEE	PRICE \$
	Additional \$0.50 per 12 pack case

BOTTLING SERVICE FEES – CARBONATED WINE

Effective 1st July 2019

DOWN THE LINE FEE – STAND UP CARTONS – CARBONATED

LINE FEE - 12x750mL	PRICE \$
400 – 799	\$6.09 per case plus \$300 small run fee
800 – 999	\$5.03 per case
1,000 – 2,999	\$4.68 per case
3,000 – 5,999	\$4.24 per case
6,000 plus	\$3.84 per case
LINE FEE - 6x750mL	PRICE \$
800 – 1,499	\$3.52 per case plus \$300 small run fee
1,500 – 1,999	\$3.35 per case
2,000 – 5,999	\$3.14 per case
6,000 plus	\$2.69 per case
LINE FEE –12x375mL	PRICE \$
800 – 1499	\$7.34 per case plus \$300 small run fee
1,500 – 5,999	\$6.81 per case
6,000 Plus	\$6.23 per case
LINE FEE –24x330mL Wrap Packs – 4pk & 6pk	PRICE \$
600 – 1999	\$7.69 per case
2,000 Plus	\$7.26 per case
LINE FEE –24x330mL	PRICE \$
600 – 1999	\$6.84 per case
2,000 Plus	\$6.41 per case
LINE FEE –24x275mL	PRICE \$
750 Plus	\$6.91 per case
LINE FEE –12x500mL	PRICE \$
600 Plus	\$3.64 per case
LINE FEE –15x500mL	PRICE \$
600 Plus	\$4.57 per case

BOTTLING SERVICE FEES – CHARMAT SPARKLING WINE

Effective 1st July 2019

CHARMAT PACKAGING FEE – STAND UP CARTONS

LINE FEE - 12x750mL	PRICE \$
675 – 1,250	\$6.60
1,251 – 2,400	\$6.33
LINE FEE - 6x750mL	PRICE \$
1,350 - 2,500	\$4.16
2,501 - 4,700	\$4.00
LINE FEE – 12x375mL	PRICE \$
1,350 - 2,500	\$7.20
2,501 - 4,700	\$6.85

CHARMAT BOOKING FEE

Since the installation of the Ozpak sparkling line and charmat tanks there have been a number of cancellations for charmat productions for which Ozpak has not been able to find a replacement close to the date of production.

These cancellations have resulted in unrecoverable revenue to Ozpak and affect the viability of the Charmat program and our ability to maintain our costs and therefore charges to our customers.

To avoid the additional costs being spread over the entire program and passed on to all customers Ozpak will be including a booking fee of \$1,000 for all charmat bookings. This fee will be credited from the bottling charge once production is complete. However, if a cancellation occurs from six (6) weeks out from the scheduled charmat start date and a replacement cannot be found the booking fee will automatically become a cancellation fee and this fee will be surrendered. If the cancellation occurs from three (3) weeks out from the scheduled charmat start date the booking fee will be surrendered as a cancellation fee regardless of a replacement being found.

Multiple bookings will be discussed with customers on a case by case basis.

RE-WORK FEES

Effective 1st July 2019

CARTON REPACKING – STAND UP CARTONS

	PRICE \$
12x750mL	\$2.78 per case
6x750mL	\$1.50 per case

LABEL & PACK WITH CAP – STILL WINE

12x750mL	PRICE \$
0 – 999	\$3.62 per case
1,000 Plus	\$3.38 per case
6x750mL	PRICE \$
0 – 999	\$2.40 per case
1,000 – Plus	\$2.19 per case

LABEL & PACK WITH HOOD – SPARKLING WINE

	PRICE \$
12x750mL	\$4.17 per case
6x750mL	\$2.66 per case

CARRY PACK - REPACK

	PRICE \$
24pk (6x4) 330mL	\$2.62 per case

Other re-work jobs will be quoted on a case-by-case basis depending on requirements.

ON-LINE FILTRATION

Filtration	Specification	Price per Case (9 litres)
Sterile	30H / 60H / 0.45 um membrane	\$0.16 per 9 litre equivalent
Sterile	Filtration blockage during bottling run	\$1000.00 per blockage
Non Sterile	30H / 50H / 10H / 5H & R-Mesh	\$0.09 per 9 litre equivalent
Non Sterile	Filtration blockage during bottling run	\$300.00 per blockage

- The “Down the Line Packaging Fee” for reverse taper and selected imported bottles will be 10% higher than the “down the line” fees quoted above.

- Each packaging change on the same wine will be charged as a new production run.

- Ozpak will guarantee the wastage of Dry Goods supplied either supplied by Ozpak or the Customer to 2% although wastage may be higher on runs of less than one thousand (1,000) dozen 12 x 750ml or its equivalent and there will be no guarantee on the wastage for these runs.

- 2% will be added to the cost of any dry goods supplied by Ozpak to cover wastage plus freight in conjunction with a minimum 5% administration fee to cover financing costs, warehousing, stocktake, etc.

- Please note for customer supplied dry goods and Ozpak supplied customer branded dry goods, storage charges at Ozpak will be charged at the rate of \$2.50 per pallet space per week or part thereof that are held at Ozpak for a period of greater than 5 working days.

- The “Down the Line Packaging Fee” will be increased by C.P.I. on the 1st July in each year as a minimum increase.

- All other charges will be reviewed on the 1st July in each year, however, Ozpak reserves the right to pass on any increases or decreases on externally supplied dry goods, services, government levies & taxes subject to thirty days notice, but shall not increase or decrease these charges by any more than the increase or decrease charged by the supplier, including the Ozpak allowance for wastage and administration.

VELCORIN DOSING

All wines above 10gms/L of residual sugar will be dosed at a rate of 125ppm and at an additional cost of \$0.02875/Litre unless otherwise instructed by the Customer. In the event that the Customer does not wish to have their product dosed at 125ppm or greater with Velcorin, Ozpak will adopt an 'all care, no responsibility' stance in relation to microbial spoilage of that product. At addition rates greater or less than 125ppm the cost per litre will be pro rated accordingly.

OZPAK GLASS PRICING

Code	Description	Price	Unit	6 Pack Price	12 Pack Price
GLS1-007-C12S	Flint Sparkling Cctie/Crown 750mL Orora	\$867.63	1000	\$5.21	\$10.41
GLS1-014-R01	Flint Riesling BVS 750ml Orora	\$784.82	1000	\$4.71	\$9.42
GLS1-045-R01	Flint Premium Punted Claret BVS Orora	\$711.43	1000	\$4.27	\$8.54
GLS130570	OI Flint Punted Claret BVS 750ml	\$542.27	1000	\$3.25	\$6.51
GLS15403	OI Flint Riesling BVS 750ml pressure rated 2gv	\$862.92	1000	\$5.18	\$10.36
GLS2-014-R01	Amber Riesling BVS 750ml	\$746.72	1000	\$4.48	\$8.96
GLS3-007-C12S	Antique Green Sparkling Cctie/Crown 750mL	\$627.29	1000	\$3.76	\$7.53
GLS3-014-R01	Antique Green Riesling BVS Orora 014	\$692.77	1000	\$4.16	\$8.31
GLS3-021-R01	Antique Green Premium Burg BVS Orora 021	\$601.67	1000	\$3.61	\$7.22
GLS3-027-R01	Antique Green Super Premium Claret BVS Orora 027	\$842.36	1000	\$5.05	\$10.11
GLS3-028-C02	Antique Green Super Premium Claret Cctie Orora 028	\$921.08	1000	\$5.53	\$11.05
GLS3-041-C02	Antique Green Prem/Claret Cctie Orora 041 (carb reduced)	\$571.37	1000	\$3.43	\$6.86
GLS3-044-R01	Antique Green Punted Claret BVS Orora 044 (carb reduced)	\$558.67	1000	\$3.35	\$6.70
GLS3-045-R01	Antique Green Premium Punted Claret BVS Orora 045 (Carb reduced)	\$590.92	1000	\$3.55	\$7.09
GLS3-048-R01	Antique green Claret 1.5ltr BVS	\$983.06	1000	\$5.90	\$11.80
GLS3-064-C02	Antique green Claret 1.5ltr Cctie Orora	\$1021.23	1000	\$6.13	\$12.25
GLS3-086-R01	Orora Antique Green Punted Burgundy BVS Orora	\$545.55	1000	\$3.27	\$6.55
GLS3-104-R01	Antique Green Claret BVS Orora	\$466.31	1000	\$2.80	\$5.60
GLS314539	OI Antique Green Sparkling Cctie/Crown 750mL	\$627.29	1000	\$3.76	\$7.53
GLS330105	OI Antique Green Premium Burg 30105 BVS 750ml	\$601.67	1000	\$3.61	\$7.22
GLS330570	OI Antique Green Punted Claret BVS (L&G)	\$466.31	1000	\$2.80	\$5.60
GLS330571	OI Antique Green Punted Burg BVS (L&G)	\$465.50	1000	\$2.79	\$5.59
GLS35402	OI Antique Green Punted Burg BVS	\$545.55	1000	\$3.27	\$6.55
GLS35403	OI Antique Green Riesling BVS 750mL	\$750.97	1000	\$4.51	\$9.01
GLS35407	OI Antique Green Super Premium Claret Cctie	\$1036.22	1000	\$6.22	\$12.43
GLS5-007-C12S	Arctic Sparkling Cctie/Crown 750mL Orora	\$923.49	1000	\$5.54	\$11.08

Code	Description	Price	Unit	6 Pack Price	12 Pack Price
GLS5-045-R01	Arctic Premium Punted Claret BVS Orora 045	\$796.04	1000	\$4.78	\$9.55
GLS5-086-R01	Arctic Punted Burgundy BVS Rated 2 gas vols.Orora 086 (carb reduced)	\$728.62	1000	\$4.37	\$8.74
GLS5-104-R01	Arctic Claret BVS Orora 104 (NNPB)	\$551.21	1000	\$3.31	\$6.61
GLS1830143	OI Arctic Punted Claret BVS 750ml	\$700.49	1000	\$4.20	\$8.41
GLS1830163	OI Arctic Premium Punted Claret BVS 750ml	\$796.04	1000	\$4.78	\$9.55
GLS1830570	OI Arctic Punted Claret BVS 750mL (L&G)	\$551.21	1000	\$3.1	\$6.61

The Customer has the option to supply their own glass but it will attract a 5% administration fee based on OI Australia and Orora Glass list prices and on the list price of any imported bottles, and the Customer should assume a 2% loss factor.

Please be aware pricing is only valid until 30th June 2020 – there will be a price increase as of 1st July each year, in line with the increases passed on by the manufacturer at the time.

Other Dry Goods & Services

Ozpak will quote these items on request, but will only supply them on the basis that any non-standard dry goods that are surplus to the specific job become the property of the Customer and will be invoiced to the Customer at the end of that specific job. Ozpak does not provide proprietary printed dry goods.

The Customer should assume a 2% loss/wastage factor if they are supplying the cartons or dividers.

CARTONS

Code	Description	Price	Unit
CTN012HB	CTN Sparkling Plain White H/Board (AG-012) 6x750ml CORK	\$0.83	each
CTN111	CTN Punted Claret (AG 050) (white) 12x500ml	\$0.90	each
CTN129	CTN Punted Burgundy (OI 30152) white 12x375	\$0.65	each
CTN137HB	CTN Premium Punted Claret (AG-045/041) (Hvy Brd) WoA white 12x750	\$0.72	each
CTN137HBK	CTN Premium Punted Claret "C Flute" 545W-R (AG-045/041) (Hvy Brd) WoA white 12x750	\$0.81	each
CTN138HB	CTN Punted Claret (AG-066/011/088/OI-30143) WoA white 12x750 Heavy Board	\$0.74	each
CTN138HBK	CTN Punted Claret (AG-066/011/088/OI-30143) WoA white 12x750 Heavy Board C Flute	\$0.84	each
CTN144	CTN Premium Claret (Conica H-375 Cospak) white 12x375	\$0.84	each
CTN146	CTN Sparkling white (OI 14539/AG 007) 6x750 cork	\$0.77	each
CTN147	CTN Sparkling white (OI 14539/AG 007) 6x750 Crown seal	\$0.72	each
CTN148HB	CTN Sparkling white Heavy Board (OI 14539/AG 007) 12x750 Crown seal	\$1.07	each
CTN148HBK	CTN Sparkling white Heavy Board C Flute (OI 14539/AG 007) 12x750 Crown seal	\$1.27	each
CTN149HB	CTN Sparkling white Heavy Board (OI 14539, 30910/AG 007) 12x750 Cork/BVS	\$1.11	each
CTN149HBK	CTN Sparkling white Heavy Board C Flute (OI 14539, 30910/AG 007) 12x750 Cork/BVS	\$1.33	each
CTN152	CTN Lwt Claret white (Orora 031, 051/OI 5372, 30168, 30566) 12x750	\$0.74	each
CTN153	CTN Lwt Burgundy (AG 051 - OI 30567) White 12x750	\$1.03	each
CTN154HB	CTN Punted Burgundy (AG-056, OI-5402) WoA White 12x750 H/Board	\$0.97	each
CTN154HBK	CTN Punted Burgundy (AG-056, OI-5402) WoA White 12x750 H/Board C Flute	\$1.08	each
CTN157	CTN Lwt Claret (OI 5372/Orora 031) Brown 12x750	\$0.72	each
CTN159	CTN L/weight P/Claret Plain brown (AG-031/OI-30566) 6x750mL	\$0.49	each
CTN160	CTN P/Burgundy L/Weight (OI-30571) white 12x750ml	\$0.82	each
CTN161	CTN P/Claret L/Weight (OI-30570) white 12x750ml	\$0.67	Each
CTN161HB	CTN P/Claret L/Weight (OI-30570) white 12x750ml H/Board	\$0.75	Each
CTN162	CTN Sparkling Plain white (AG 054) 6x750 cork	\$0.81	Each

Code	Description	Price	Unit
CTN163	CTN Sparkling Plain white (AG 054) 6x750 crown	\$0.81	Each
CTN171	CTN Punted Burgundy Brown 6x750 (Orora 086, 111 / OI 5402)	\$0.53	each
CTN172HB	CTN Sparkling Plain White H/Board (AG-012) 12x750 CORK	\$1.12	each
CTN175	CTN Premium Punted Claret Brown 12x750	\$0.67	each
CTN179HB	CTN Super Prem, Riesling, Rev Taper (AG-027,014) White (Hvy Brd) (WoA) 12x750	\$0.83	each
CTN179HBK	CTN Super Prem, Riesling, Rev Taper (AG-027,014) White (Hvy Brd C Flute) (WoA) 12x750	\$0.94	each
CTN188HBK	CTN 6x1.5L white P/Claret (AG-048) (H/Board C Flute)	\$1.00	each
CTN189	CTN Claret (OI 30222, AG 040) Brown 6x1.5ltr	\$0.87	each
CTN190	CTN Punted Claret (AG-066, OI-30143) D/W brown 12x750	\$0.77	each
CTN191	CTN Punted Claret (AG-066, OI-30143) (White) 6x750	\$0.52	each
CTN191HB	CTN Punted Claret (AG-066, OI-30143) (White) 6x750 H/Board	\$0.57	Each
CTN199	CTN Punted Burgundy D/W (brown) 12x750	\$0.87	each
CTN203	CTN Premium Punted Claret (AG-045/041) D/W (brown) 12x750	\$0.90	each
CTN210	CTN Premium Burgundy (Brown) 6x750 (Orora 005)	\$0.72	each
CTN211	CTN Punted Burgundy (White) 6x750 (Orora 056)(OI 5402)	\$0.56	each
CTN212HB	CTN Prem Burg White 6x750 (H/Board) (WoA) (AG-021,005/OI-30105)	\$0.87	each
CTN220	CTN Super Prem, Riesling, Rev Taper (AG-027, 014)(white) 6x750	\$0.57	each
CTN220HB	CTN Super Prem, Riesling, Rev Taper (AG-027, 014) white (Hvy brd) WoA 6x750	\$0.65	each
CTN220HBK	CTN Super Prem, Riesling, Rev Taper (AG-027, 014) white (Hvy brd) WoA 6x750 C-Flute	\$0.73	Each
CTN222	CTN Premium Punted Claret (AG-045/041)(White) 6x750	\$0.54	each
CTN222HB	CTN Premium Punted Claret (AG-045/041)(Hvy Brd) (WoA) White 6x750	\$0.63	each
CTN222HBK	CTN Premium Punted Claret (AG-045/041)(Hvy Brd C Flute) (WoA) White 6x750	\$0.70	Each
CTN273	CTN Premium Punted Burgundy (AG-021/005) (Export grade) Plain Brown H/Board 12x750	\$1.12	Each
CTN41	CTN Punted Claret (AG-066, OI-30143) brown 12x750	\$0.67	Each
CTN61	CTN Punted Burgundy (AG-056, OI-5402) brown 12x750	\$0.88	each
CTNWHT120	CTN Premium Punted Burgundy (AG-021/005) white 12x750	\$0.90	each
CTNWHT120HBK	CTN Premium Punted Burgundy (AG-021/005) white 12x750 H/Board C Flute	\$1.27	each
CTNWHT375	CTN Punted Claret (OI 30157) (white) 12x375	\$0.71	each
CTBSPC6	CTN Super Prem Punted Claret (AG-027/028) Printed 'WOA 6x750' Brown Export	\$0.69	Each
CTBPPC6	CTN Prem Punted Claret (AG-041/045) Printed 'WOA 6x750' Brown Export	\$0.67	Each
CTBPPB6	CTN Prem Punted Burgundy (AG-021/005) Printed 'WOA 6x750' Brown Export	\$0.73	Each
CTNOZBPPC2	CTN Brown Printed with Ozpak Logo Prem Punted Claret (AG-041/045) 6x750	\$0.64	each

DIVIDERS

Code	Description	Price	Unit
DIV12FULL	DIV 12x750 Full height (Visy) 275mm	\$0.32	each
DIV12FULL295	DIV 12x750 Full height LCBO (Visy) 295mm	\$0.65	each
DIV12HALF	DIV 12x750 Half height (Visy)	\$0.22	each
DIV6FULL	DIV 6x750mL Full Height (Visy)	\$0.20	each
DIV6HALF	DIV 6x750mL Half Height (Visy)	\$0.17	each
DIV6MAG	DIV 6x1.5 (6x750 Sparkling) Full Viso Divider	\$0.25	each

PALLETS

Code	Description	Price	Unit
CTCELLASTA	Cella Stac 48 bottles per layer 750mL Laydown Ozpak supp	\$0.21	each
PALCHEPDOM	Pallet Chep Domestic 1160x1160 (case)	\$3.55	each
PALLOSCAM	Pallet Loscam Domestic 1165x1165 (case)	\$1.77	each
PALOZEUREXP	Pallet Pine Export 800mm x 1200mm (4 Way Euro) (7T 5B) heat/t, fum	\$27.50	each
PALOPINEXP	Pallet Pine Export 1130x1130mm (RED stripe) (7T 5B)Heat/t, Fum.	\$31.25	each
PALOWINEXP	Pallet Pine Export 1000mm x 1200mm (yellow Stripe) (7T 5B) heat/t, Fum	\$31.25	each
PALPINEOZPAKAS	Pallet Pine 1165x1165mm (GREEN stripe) (AS)(7T 5B) Heat/t, Fum.	\$33.00	each

CAPSULES – HOODS – MUSELETS – CROWN SEALS

Code	Description	Price	Unit	6 Pack Price	12 Pack Price
SCREW CAPS	All Colours	\$105.08	1000	\$0.63	\$1.26
PVC CAPSULES	60mm Gloss Bright Red, Black, Black with 2 Gold Bands, Burgundy, Gold	From \$47.54	1000	\$0.29	\$0.57
POLY CAPSULES	60mm Plain Gloss Red, Matt Black, Matt Black with 1 Gold Band, Gold, Matt Black with WOA gold print, Gloss Red with WOA gold print.	From \$71.38	1000	\$0.43	\$0.86
CROWN SEAL	29mm Standard Steel Silver, Gold, Black	From \$60.10	1000	\$0.37	\$0.72
CROWN SEAL	29mm Stainless Steel Silver, Black, Gold, Red	From \$110.87	1000	\$0.67	\$1.33
CROWN SEAL	26mm Silver , Black, Gold, Red, Lime Green	\$15.83	1000	\$0.10	\$0.19
HOOD	Sparkling 120mm T/T (Grapeworks) Gold, Dark Gold, Matt Black, Satin Black, Pearl White, Burgundy, Gunmetal Grey, Satin Silver	\$115.51	1000	\$0.69	\$1.39
HOOD	Sparkling 90mm T/T (Grapeworks) Matt Black	\$115.51	1000	\$0.69	\$1.39
HOOD	Sparkling 100mm T/T (Enoplastic) Matt Black	\$100.71	1000	\$0.60	\$1.21
HOOD	Sparkling 122mm T/T (Vinpac) Shiny Silver	\$158.56	1000	\$0.95	\$1.90
MUSELET	MUSELET Sparkling wire silver wire with silver cap	\$59.11	1000	\$0.36	\$0.71
MUSELET	MUSELET Sparkling wire black wire with black cap	\$80.06	1000	\$0.48	\$0.96
MUSELET	MUSELET Sparkling wire gold wire with gold cap gold wire with black cap silver wire with black cap	\$81.64	1000	\$0.49	\$0.98

The Customer should assume a 2% loss factor if they are supplying the capsules.

CORK

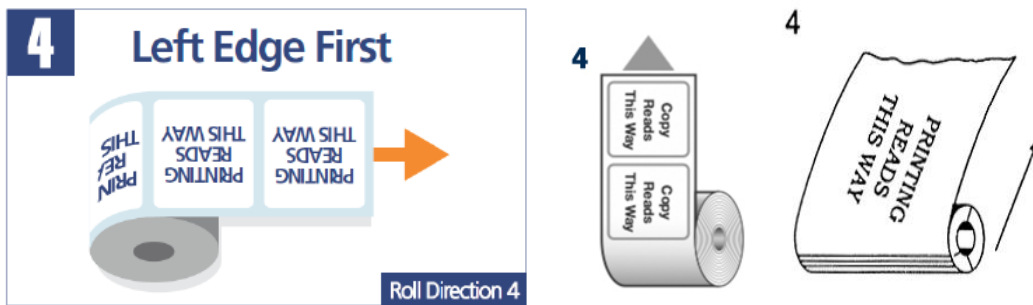
Code	Description	Price	Unit	6 Pack Price	12 Pack Price
CRK1+1AM	CRK 44x23.5 Plain Twin Top 1+1 – Ref 3 (Amorim)	\$136.57	1000	\$0.82	\$1.64
CRK2DIAM4424	CRK Plainm (still) DIAM 2 44x24mm (Vinocor)	\$238.82	1000	\$1.43	\$2.87
CRK44241+VI2	CRK 44x24 Premium Plain 1+1 Wine of Australia & Kanaroo Print (Vinocor)	\$136.57	1000	\$0.82	\$1.64
CRKNPR2AM	CRK Natural Cork 45x24 Ref 2 "A" (Amorim)	\$343.40	1000	\$2.06	\$4.12
CRKSPDIAMVIN	CRK 48x30.5 Sparkling Plain (Myteck) DIAM (Vinocor)	\$362.99	1000	\$2.18	\$4.36
CRKSPREF3AM	CRK 48x30.5 Sparkling Ref 3 unprinted (Amorim)	\$217.56	1000	\$1.31	\$2.61
CRKSPUP23VIN	CRK 48x30.5 Sparkling Ultra Premium Grade 2/3 (Vinocor)	\$217.56	1000	\$1.31	\$2.61

Ozpak has a preference for the Customer to supply corks for their own bottling requirements but if the Customer requires that Ozpak provides a cork for a specific bottling then Ozpak will use cork types available through a third party supplier on the complete understanding that the Customer has satisfied themselves as to the performance and technical aspects of the cork, and that should an issue arise in the future with regard to any quality issues associated with the cork, that is fairly and reasonably outside of Ozpak's control and the onus for remedy remains with the customer and third party supplier. Please see attached a release form (**Annexure 2**) to this effect.

Ozpak does not provide proprietary printed corks. The Customer should assume a 2% loss/wastage factor if they are supplying the corks

LABELS

- **Front, Back, Neck & Medal labels must be on separate rolls/webs.**
- Labels are to be supplied by the Customer.
- Labels must be self-adhesive.
- Label unwind Direction #4, Labels on OUTSIDE of Roll. Dispense LEFT side of label off the roll (See Diagrams Below)
- Label core diameter is 76mm
- **FRONT/BACK/ WRAP AROUND LABELS**
Labels Minimum Roll Diameter of 300mm / Maximum Roll Diameter of 350mm
- **NECK/MEDAL LABELS**
Labels Minimum Roll Diameter of 200mm / Maximum Roll Diameter of 220mm



****Failure to comply with the above standards may incur additional charges****

Refer to:

- the Ozpak website www.ozpak.com.au ('Links' - 'Resources') for label guidelines
- the 'Size Me Up – Label Size Web Application' www.sizemeup.com.au

CARTON LABELS	PRICE \$
Print and Apply sticker (applied online) includes barcode, vintage, variety, etc. <i>Print and Apply stickers printed offline will incur an additional \$50 setup fee.</i>	75mm x 100mm \$0.05 per sticker 100mm x 150mm \$0.10 per sticker

STRECH WRAP AND TOP SHEET		PRICE \$
12 x 750ml (4 Wraps)		0.06 per case
6 x 750ml (4 Wraps)		0.04 per case
SLIP SHEET		PRICE \$
12 x 750ml		0.07 per case
6 x 750ml		0.05 per case
CARDBOARD (for inverted domestic product)		PRICE \$
12 x 750ml		0.03 per case
6 x 750ml		0.03 per case

Costs and other specifications - Pallets

Loscam pallets with customer finished goods and dry goods that are in storage at Ozpak will be charged to the Customer at the rate of \$0.65 per pallet per week from date of production run calculated daily. Chep pallets will be charged at the rate of \$1.00 per pallet per week.

Pallets will be transferred to the Customer's pallet account or exchanged on removal from Ozpak. Ozpak will not accept the responsibility for pallet hire or exchange from any supplier.

Costs and other specifications - Analytical services and charges

On arrival the following standard analysis will be carried out and includes:

- Free & Total S02
- pH/TA
- Alcohol
- Glucose/Fructose
- Acetic Acid
- Turbidity
- Dissolved Carbon Dioxide
- Dissolved Oxygen

All results will be issued to the Customer on a Bottling Approval Form and this form needs to be signed before bottling. Comments in regard to additions can also be recorded on this form.

Sample immediately after:

Line 1	TIME	DCO ₂	DO ₂	S0 ₂	ALC	pH	TA	AA	GF	DENSITY	NTU	GLASS/ METAL
START UP	7:00											
END LUNCH	13:30											
END DINNER	21:30											

Sample immediately after:

Line 2	TIME	DCO ₂	DO ₂	S0 ₂	ALC	pH	TA	AA	GF	DENSITY	NTU	GLASS/ METAL
START UP	7:00											
END LUNCH	13:00											
END DINNER	21:30											

Microbiological Testing

Two (2) bottles are taken off the line by the Filler Operator at the followings points for sterile filtered products

Frequency of microbiological testing

Start up (same time as alcohol check), 1st hour, 2nd hour, every second hour after that and after any stoppage of more than 30 mins. For non-sterile products one bottle from start up will be used to test micro counts and reported to the customer, this bottle does not have the head number recorded

Pre-bottling testing results appear on a QC Release Form. All post-bottling test results are recorded on this form also to ensure bottled wine remains in specification throughout the length of the bottling run.

Analytical Service Charges

Laboratory charges	Volume Required	Price excl GST
Micro plate count - 3 day test	750ml (sealed)	\$55.00
Heat Stability	300ml	\$27.00
Cold Stability - 3 days @ -4°C	500ml	\$29.00
Specific Gravity/Density	100ml	\$12.00
Alcohol - NIR	100ml	\$25.00
Total Acid/pH	100ml	\$31.00
Acetic Acid	100ml	\$39.00
FSO ₂ /TSO ₂	100ml	\$37.00
Citric Acid	100ml	\$36.00
Malic acid	100ml	\$35.00
Glucose/Fructose	100ml	\$35.00
Dissolved CO ₂ & Dissolved O ₂	750ml (sealed)	\$20.00
Turbidity	100ml	\$20.00
Filterability	750ml	\$10.00

Certificates	Volume Required	Price excl GST
VI1 (Packaged P)	1 X 750ml	\$66.00
VI1 (Bulk B)	1 X 750ml	\$200.00
VI1 (Botrytis L)	1 X 750ml	\$140.00
Japanese Export	1 X 750ml	\$175.00
Certificate of Analysis Bottled at Ozpak		\$52.00
Certificate of Analysis Not Bottled at Ozpak	1 X 750ml	\$155.00
Certificate of Analysis for China including Metals bottled at Ozpak		\$52.00
With COA (admin fee)		\$70.00 (Vintessential price)
Certificate of Analysis for China including Metals NOT bottled at Ozpak	1 X 750ml	\$155.00
With COA (admin fee)		\$70.00 (Vintessential price)
Combination of Certificate - VI1 Bulk & COA	1 X 750ml	\$15.00
Combination of Certificate - VI1 Packaged &	1 X 750ml	\$245.00
Re-issue of Certificate		\$190.00
		\$25.00

Ozpak's laboratory offers further analytical services on request.

Certificate of Analysis refers to Wine Australia refers (Continuing Approval).

There is a 10% discount on Certificates for all existing bottling Customers except on COA bottled at Ozpak, & Metals Discounts apply for combinations of certificates.

Customer Requested Samples

For samples to be sent for whatever purpose Ozpak does not have a fee structure. There is a charge of \$35.00 for 1 to 6 bottles (maximum of 3 SKUs) to a single address.

This charge covers samples picking and/or preparation plus packaging materials.

The \$35.00 charge does not include any freight charges. If Ozpak is requested to organize the sample freight by the client this will be charged out separately at cost plus 28%.

Bulk Wine Services

Wine delivery

- Wine to be delivered two (2) working days minimum prior to bottling if the wine is in a “bottle ready” state, or as otherwise mutually agreed. “Bottle ready” is defined as meaning not needing any other processing or modifications other than gas management and SO₂ addition and that the wine is tartrate and protein stable.
- On arrival the quantity delivered will be measured and compared to the tanker docket volume and any discrepancies reported to the customer. In the event of any discrepancies the lesser volume measured will be used.
- Acceptable loss for bottle ready wine in tank converted to bottled product in one continuous run is deemed to be the greater of 200 litres plus a maximum of 3mls per bottle and 2%.
 - a. The registered tanker dip will be the basis to determine loss variance unless the tank is on ullage or if the tanker has not been registered annually for volume whereby Ozpak’s tank dip will stand
 - b. Loss compensation will be calculated according to current industry bulk wine pricing for the quality, vintage and GI region.
- Still wines must be between 17°C and 21°C at the time of bottling to facilitate labelling and packing. If the wine requires warming or cooling, additional charges will apply.
- Wines that are to be carbonated must be delivered as cold as possible to avoid excessive cooling charges. The carbonated wines need to bottle around -2°C – 0°C from tank.

TEMPERATURE RECEIVED IN (in °C)	1 - 9,999 LITRES	10,000 + LITRES
0 - 11.9	6 cents per litre	4 cents per litre
12 - 16.9	4 cents per litre	3 cents per litre
20.1 – 23	4 cents per litre	3 cents per litre
23.1 – 30	6 cents per litre	4 cents per litre

- If tanker compartments are on ullage Ozpak accepts no responsibility for any discrepancies in volume between the delivery docket volume and the tank dip. The customer should consider the probability of O₂ pick up during transit in an ullaged compartment and the long term effects on the wine, for which Ozpak cannot be held responsible.
- Wines delivered for sterile bottling (lenticulars and 0.45 micron membranes) should have a turbidity of ≤ 1.0 NTU and meet Ozpak’s specification for filterability. Wines for non sterile bottling will have their turbidity assessed on arrival (as a guideline for lenticular filtration the wine should be < 5.0 NTU) to ascertain what line filtration will be possible (if any) and the relevant depth filters recommended to the customer. The above guidelines are no guarantee that filters will not block on line and the resultant associated costs will be charged out accordingly.
- For stability of wines (colour, tartrate, protein) and sensory impact, Ozpak is seeing an increasing number of wines treated with products such as Gum Arabic, CMC and Mannoprotein. Customers should be aware that some of these colloid additions can have an impact on wine filterability and as such we propose that in order to avoid additional charges for downtime and blocked/replacement filters you consider the following. With many brands and different products on the market it is best to check with your supplier regarding the level of hydrolysis, technical stabilizing capabilities and impact on filtration of the product you select. Time, temperature and mixing all have an effect on the efficiency of the colloidal addition, and the manufacturer’s recommendations must be followed to ensure the best possible outcomes. This does not guarantee that the effectiveness of the additive will not be reduced by the final bottling filtration or that the filters won’t block. The resultant associated costs will be charged out accordingly.

- Wines for secondary fermentation should be less than 15 ppm FSO₂, less than 100ppm TSO₂ and heat and cold stable.
- Ozpak accepts no responsibility for LIP, provenance or claims of identity.
- Ozpak accepts no responsibility for wine quality once delivered if production is delayed through no fault of Ozpak. However Ozpak will use its best endeavours to reduce and/or manage ullage where possible, and monitor the wine for deterioration while being stored.

Supply and bottling specifications

Bulk wine supplied to Ozpak to be bottled will be supplied in a ‘bottle ready’ state.

The following specifications will be met to satisfy the ‘bottle ready’ requirement.

**WHITE WINE
Guidelines**

Parameter	Specification
Free SO ₂	35 - 40 ppm
Total SO ₂	< 180 ppm
Heat Stability	Stable
Cold Stability	Stable
Turbidity	NTU < 1.0 & Ozpak
VA	< 0.60 g/L

**RED WINE
Guidelines**

Parameter	Specification
Free SO ₂	> 25 ppm
Total SO ₂	65 - 85 ppm
Heat Stability	N/A
Cold Stability	Stable
NTU	Refer Below
VA	< 0.75 g/L

- The Customer reserves the right to bottle outside the advised specifications above.
- All wines are to be copper treated where required before delivery.
- All wines are to be pre-filtered to a ‘bottle ready’ state:
- Sterile bottling requires the wine to be < 1 NTU & pass Ozpak filterability test with the exception of “cold sweet” wines which need to be < 1 NTU.
- Sterile bottling requires that these wines be delivered with yeast and bacteria counts <100cfu/100mL. In the event that these wines are delivered with yeast and bacteria counts >100cfu/100mL, Ozpak reserves the right at its sole and absolute discretion to:

- Return the wine to the Customer at their cost for filtration & in the event that other scheduled work can't be brought forward, then a charge of \$1,200/hour for the estimated period of the Customers cancelled production run will apply;
 - Dose the wine with 125ppm of Velcorin at the time of bottling and charge the Customer at an additional cost of \$0.02875/Litre; and/or
 - Tank to tank filtration at a date & time suitable to Ozpak at the Customer's cost & assuming other scheduled can be brought forward. In the event that it can't then a charge of \$1,200 per hour for the estimated period of the Customer's cancelled production run will apply.
- Fine polish non sterile bottling requires the wine to be < 3 NTU
 - Non Sterile bottling requires the wine to be <10 NTU
 - Wine to be bottled non sterile will have it's NTU assessed on arrival to ascertain what line filtration grade will be possible (if any) and the relevant depth filters recommended to the customer. This does not guarantee filters will not block on line and any that do will be charged out accordingly.
 - Stated filtration charges will apply.
 - Stated heat exchange charges apply.

Filtration/Stabilisation

If it is necessary to cold or protein stabilise the wine this service can be provided:

CROSSFLOW FILTRATION	PRICE \$
1 - 9,999 litres	11 cents per litre
10,000 - 19,999 litres	9 cents per litre
20,000 + litres	8 cents per litre

An acceptable loss for wine filtered through the Ozpak Crossflow filter in one continuous pass will be the greater of 100 litres or 1% of the total volume (dependant on the initial NTU and/or the spinnable solids).

WINEMAKING	PRICE \$
Cellar Work	\$75 per hour
Winemaking (blending, trial work)	\$120 per hour
Other Additives	Cost + 28%

Raw materials, packaging and warehousing

- Ozpak will warehouse finished goods for five (5) working days after production for Quality Assurance. All goods including packaged goods and wines stored longer than this time will attract a warehouse charge, invoiced monthly at the standard rate applicable at that time. Warehouse space is available subject to Ozpak's own requirements.
- All packaging materials and products to be packaged must be at the bottling hall, or at a place otherwise directed by Ozpak, at least three (3) working days prior to production unless otherwise agreed in writing between the parties.
- The Customer is responsible for ensuring all materials delivered, directly or indirectly on its behalf, are suitable in all respects for proposed usage by Ozpak. Ozpak will take reasonable precautions to ensure any defective materials are not used, but will not take responsibility should any defects of the materials be subsequently discovered (subject to the Australian Consumer Law or any other applicable laws).
- Where rework or extra work due to faulty Customer-supplied materials is required, costs including overhead expenses incurred by Ozpak in undertaking the rework or extra work will be applied and payable by the Customer as a separate charge.
- Where materials supplied or to be supplied by the Customer (including wine or dry goods) are not delivered in time to meet a scheduled production, which results in Ozpak incurring loss or damage as a result of the downtime or lost production, Ozpak reserves the right to recover all costs incurred for such downtime or lost production from the Customer.
- Unless otherwise agreed in writing by Ozpak prior to delivery, wines delivered to Ozpak must be in a condition suitable for efficient bottling. The Customer must comply with any reasonable directions notified by Ozpak to ensure wines are delivered in a condition suitable for efficient bottling. Ozpak will notify the Customer if any wines are not in a condition suitable for efficient bottling (dependent upon final filtration required for bottling). The cost of any further pre-filtration or other similar processes will be borne by the Customer.
- Ozpak will filter wines during production in accordance with any requirements notified by the Customer to Ozpak prior to any specific contract. However, the Customer acknowledges that microbiological stability cannot be guaranteed on wines that are not membrane filtered on-line or that have the potential for bacteriological instability (ie. high malic acid level).
- The Customer (or its agent) will be responsible for obtaining all necessary approvals (including government and regulatory body approvals) associated or in connection with their wines or other products prior to the scheduled commencement of production.

- The Customer (or its agent) must authorise and return an Ozpak Packaging Specification Sheet at least three (3) weeks prior to the scheduled commencement of packing to facilitate orderly operations.

- Due to the nature of re-washed glass and subject to any applicable laws, Ozpak does not accept responsibility for either the microbiological stability of the packaged wine or the packaging appearance (that pertains directly to any fault(s) in the re-washed glass).

- Unless otherwise stated, the prices quoted for the work is based on it being carried out at normal hourly wage rates. If, due to the Customer's requirements, the work is to be carried out at times during which Ozpak may be required to pay penalty or overtime rates to any employee or contractor (including for working overtime), the incremental costs associated with those rates will be passed on to the Customer.

- Where proprietary materials are purchased and/or stored by Ozpak in good faith in the conduct of performing its obligations under any contract, and those materials are not used, then Ozpak reserves the right to invoice the cost of the surplus goods, and to apply storage charges which will be due for payment within seven (7) days from date of invoice.

- The Customer must supply to Ozpak any ACN and ABN which has been issued in its name (or in the case of McPherson Wines Pty Limited-supplied wines, a wine equalisation tax (WET) exception declaration) with each production. If they are not supplied, Ozpak reserves the right to charge any appropriate Taxes as required by any applicable laws.

Pallets

- The Customer is responsible for supply of suitable pallets at least five (5) working days prior to production unless otherwise agreed in writing. Where Ozpak supplies any pallets, bins or cella stacs used to transport goods (including products, such as wine) to the Customer:
 - if Ozpak knows the Customer account number with CHEP or Loscam, Ozpak will debit that account with those items; or

 - otherwise, within 30 days after delivery of the relevant products the Customer must return these items to Ozpak, or to Ozpak's nominated destination in no worse condition, or otherwise the Customer must pay Ozpak the cost of replacing those items.

Annexure 1 - Fill Volume / Vacuity Disclaimer

Fill Volume / Vacuity Disclaimer

The Ozpak site is certified to the BRC Food Standard. This certification is an assurance to our customers that Food Safety and Quality at this site is constantly monitored using worldwide tools of Hazard Analysis in conjunction with various other safety/quality programs conducted at our site. In line with the requirements imposed by this standard we are required to carry out testing to ensure product is safe and legal.

Weights and measures law in Australia and the European Union, states that packages must contain, on average, the fill volume stated on the label. These laws also state that no package is to have a fill volume lower than the label specified amount. While we are confident that there are no issues with non-standard or inadequate packages there is a potential for there to be a problem with average contents being slightly underweight due to the regulation of internal size of glass bottles available in Australia. Our research has shown that bottle weights for given glass types from either manufacturer can vary as much 35grams which translates to approximately 35ml. As you would be aware, during the bottle filling process, the vacuity and thus, fill volume is achieved through bottle fill height. Variation in size and thickness of glass in bottles therefore has a direct impact on average fill volume, which is a legal requirement in Australia and the EU.

Testing we have been conducting has revealed that sometimes, with certain combinations of ACI/Orora glass and cork length and thickness, there is a resultant legal non-conformity in average fill, if the optimum vacuity is to be achieved. Further we have also determined that in order for the industry accepted minimum vacuity for screw cap bottles to be achieved, average fill volume is also often compromised. Investigation of records during 2005 has revealed that based on average fill weight checks, we are experiencing approximately 0.2% average under-filling on affected 750mL bottles and 0.15% average under-filling on affected 1500mL bottles (combined screw cap and corked data).

These circumstances are common in the wine industry. In fact, Tyson Stelzer, author of Taming the Screw (Wine Press 2005), concedes that bottle manufacturers need to provide a greater range of bottles capable of achieving fill heights. It is obvious, therefore, that this is not a problem that is specific to you but to the whole wine industry. Further to the best of our knowledge "average contents" has never been an issue and if it were, would be one that the industry as a whole would have to deal with as a united body.

In our opinion achieving the correct vacuity is an essential packaging quality parameter. This is because there are significant quality risks which result from compromising vacuity, including leaking bottles, damage to outer packaging and an increased risk of wine oxidation due to perforation of bottle seals.

In line with our obligations described above, in relation to product legality, we are requesting that before bottling services are to commence (for new customers), you contact us in relation to your intention to fill bottles in order to meet Average Fill legal requirements, or to preserve the important Vacuity of filled bottles. Where possible, we will continue to endeavour to achieve both industry best practice in terms of vacuity, at the same time as achieving average fill requirements, however in circumstances where bottle and bottle cork combinations results in an either/or scenario, we will be confidently able to meet your requirement – average fill achieved or vacuity achieved. However we do recommend strongly that Vacuity be the parameter upheld. We would like to note that due to the variation in bottle weights of glass, it is impractical for Ozpak to conduct testing on package samples in advance of packaging runs to determine their capability to meet both Average Fill and Vacuity Requirements.

We are requesting that you complete the disclaimer on the following page in relation to Fill Volume / Average Fill to our Customer Service Manager.

Fill Volume / Vacuity Disclaimer

I, *[name]*,

am a representative of *[company - Customer]*,

and I wish to provide Ozpak with the following direction in relation to fill volume and vacuity, where it is evident that both parameters cannot be achieved simultaneously during packaging runs.

Option 1

After reading the attached letter, I wish to instruct Ozpak to fill bottles in accordance with Industry Recommended Vacuity at the expense of Fill Volume, only where it is impossible to achieve Fill Volume and Vacuity at the same time.

Signature Date.....

OR

Option 2

After reading the attached letter, I wish to instruct Ozpak to fill bottles in accordance with Trade Weight and Measures Legislation at the expense of Industry Recommended Vacuity, only where it is impossible to achieve Fill Volume and Vacuity at the same time.

Signature Date.....

**PLEASE IMMEDIATELY RETURN THIS PAGE TO THE CUSTOMER SERVICE MANAGER,
FAX. 03 57 942 805**

Annexure 2 - Supply of Corks for Contract Bottling Form

SUPPLY OF CORKS FOR CONTRACT BOTTLING

Ozpak Pty Ltd. has a preference for contract customers to supply corks for their own bottling requirements but if a customer requires that Ozpak Pty Ltd. provides a cork for a specific bottling, then Ozpak Pty Ltd. will supply corks on the complete understanding that the Customer has satisfied themselves as to the performance and technical aspects of the cork, and that should an issue arise in the future the Customer accepts and acknowledges that Ozpak Pty Ltd. has no liability whatsoever.

..... directs Ozpak Pty Ltd to use the corks specified in Ozpak 'pricing and additional conditions' (as amended from time to time) or as otherwise mutually agreed by Ozpak and the Customer, who accepts the above conditions.

Customer

Print Name

Signed

Date: _____

Ozpak Pty Ltd

Print Name

Signed

Date: _____