

TERMS AND CONDITIONS

EPF offers farmers the opportunity to participate in the Egg Stamping Programme on the following terms and conditions. To be eligible for an egg stamping Farm Code from EPF you must at all times comply with the terms and conditions of the Egg Stamping Programme as updated from time to time (**Terms and Conditions**); failure to do so may result in EPF revoking your participation rights.

Information required

- 1) **Public information:** The company listed on the Farmer Sign-Up Form (**You** and **Your** as applicable) will provide EPF with the following information:
 - a) the farm name where your eggs are produced;
 - b) the location of each farm where your eggs are produced. The location does not need to be an exact postal address for the farm, but must be either a specific suburb, town or region; and
 - c) each production method used on each farm (being, cage, colony, barn, free range and/or organic as summarised on the New Zealand Egg Producers website: eggfarmers.org.nz),

(together, the **Public Information**).
- 2) **Correct information:** You warrant that all Public Information you provide to EPF is true and correct.
- 3) **Production method:** You will ensure that:
 - a) the production method specified for each applicable farm in your Farmer Sign-Up Form is accurate, and not misleading; and
 - b) you comply and will continue to comply with any applicable laws and regulations specifying or governing the production method specified (in each case a **Production Method**), which includes, without limitation, the Animal Welfare (Layer Hens) Code of Welfare 2012 as updated or amended from time to time. The New Zealand Egg Producers website (eggfarmers.org.nz) contains a summary of each Production Method.
 - c) you acknowledge and agree that you, not EPF, are responsible for understanding and ensuring compliance with the Production Method specified for each of your farms.
 - d) you will seek your own consumer law compliance advice.
- 4) **Update information:** You will promptly provide EPF with updated Public Information if your farm name, farm location or Production Method changes. If you establish a new farm, or change Production Method on an existing farm, you must apply for a new Farm Code by completing another Farmer Sign-Up Form.

Farm Code

5) EPF to provide Farm Code:

- a) After receiving a completed Farmer Sign-Up Form, EPF will provide you with a unique five-value Farm Code.
- b) The Farm Code will be made up of:
 - i) two letters, which represent the Production Method used on that farm; and
 - ii) three numbers representing the name of your farm.The Farm Code must be stamped in that order (Production Method, then Farm Code) on to your eggs.

Accurate and complete egg stamping

6) Correct Farm Code:

- a) You will stamp each egg you produce with the correct Farm Code as provided to you by EPF. The correct Farm Code will reflect both the farm and Production Method for where and how each egg was produced.
- b) You agree that it is your responsibility to correctly stamp each egg with the correct Farm Code.
- c) EPF takes no responsibility, and will not be liable in any way, for incorrectly stamped eggs whether the eggs were intentionally or unintentionally stamped incorrectly.
- d) Under no circumstances will you allow:
 - i) your eggs to be sold with an incorrect Farm Code; or
 - ii) a Farm Code for one farm or Production Method to be stamped on eggs produced on another farm or using a different Production Method.
- e) In any circumstance where egg production methods are unable to be accurately proven as separated for the purposes of stamping, for example, where eggs from various production methods are collected on the same line, the following application to accurate egg stamping applies:
 - i) Combined colony and cage egg production methods must be stamped as **cage**
 - ii) Combined barn and free range must be stamped as **barn**
 - iii) Any other combination with cage must be stamped as **cage**
 - iv) Any other combination with colony, but excluding cage, must be stamped as **colony**
 - v) No combination of organic and not-organic eggs is acceptable to stamp as organic.
 - vi) No combination of free range with other production methods is acceptable to stamp as free range.

Note: truth of labelling is your legal responsibility.

7) **Stamping on-farm:** You will stamp each egg with the correct Farm Code on the farm that those eggs were produced on.

8) **Stamp every egg:** You will stamp every egg produced for sale on each farm with the correct Farm Code. Except for the circumstances highlighted in clause 11 subsections a) to f), you must stamp all eggs that are deemed part of the egg stamping programme.

Egg stamp requirements

- 9) **Placement of Farm Code on egg:** You will stamp each egg with the Farm Code provided by EPF on the top of, or the side of, each egg.
- 10) **Minimum size and legibility of Farm Code:**
- a) The minimum height for the Farm Code as stamped on each egg is 3mm.
 - b) You will ensure that the Farm Code stamped on each egg is legible and you will carry out routine inspections to ensure legibility of Farm Codes.
 - c) It is expected that you will take all possible steps to achieve legible stamping of your eggs. Up to 20% of eggs leaving the farm for sale each month can be illegible if an issue with the stamp or production line has been identified. You agree that you will take all reasonable steps to identify stamping legibility issues and ensure that any such issue is promptly fixed. It is your responsibility to ensure that the percentage of illegible eggs does not exceed the 20% threshold within any one-month period and to provide proof within your RMP audit that this has been met.
- 11) **Inability to stamp eggs**
- a) Reasonable steps to ensure that egg stamping is undertaken on an on-going basis are your responsibility, including ensuring enough supply of ink is available at all times and that replacement stamp heads are available prior to the need to replace them. Issues beyond your control, such as a shortage of supply of ink to New Zealand, will be managed on a case-by-case basis and must be alerted to the EPF at the earliest possible time and no more than 24 hours later than they are known. It is expected that actions to mitigate incidents resulting in the inability to stamp eggs are undertaken wherever practicable.
 - b) All eggs that are not stamped must be logged appropriately to aid in the identification of such information within your RMP audit addition and any other audits as required as part of the Egg Stamping Programme from time-to-time. Reason for failure must be noted.
 - c) In the event that your egg stamping machinery breaks down, or there are other issues with your egg stamping machinery beyond your control, you have three, and no more than five days (72-120 hours) to repair the fault and begin egg stamping again. Eggs produced within the period when machinery is unable to legibly stamp eggs, do not need to be stamped. This exception period means that eggs produced during the period they are unable to be stamped should not be included in the total number of eggs to meet the legibility threshold of 20% as per 10 c), required within any one-month period.
 - d) Any instances where machinery repairs may take more than the maximum of 120 hours allowed – for example, where a part needs to be imported, will need to be reported to the EPF at the earliest possible time and will be managed on a case-by-case basis and at the discretion of the EPF.
 - e) If you are unable to stamp your eggs due to any circumstances, you must notify the Egg Producers Federation within 24 hours of the issue arising, by email, to info@eggfarmers.co.nz to clarify whether your issue is subject to the conditions in 10 c) relating to the percentage of illegible stamps on eggs, or exempt from this criteria.
 - f) Any exemptions outside of the criteria in section 11 are to be granted at the sole discretion of the EPF.

12) Other markings on eggs:

- a) You may stamp your eggs with other codes, words or images in addition to your Farm Code.
- b) You will ensure that any other codes, words or images stamped on your egg are located either:
 - i) after the Farm Code; or
 - ii) below the Farm Code.
- c) You will ensure that any other codes, words or images stamped on your eggs will not:
 - i) overlap with your Farm Code;
 - ii) hinder the consumer's ability to read the Farm Code; or
 - iii) mislead or cause confusion to consumers in any way including but not limited to your Production Method.

13) Food grade ink: You will only use New Zealand food safety standard compliant food grade ink to stamp your eggs with your Farm Code. The EPF strongly recommends red ink.

Note: some ink colours may cause issues during the candling process, in some stamping systems. EPF strongly recommends that you confirm how to best overcome any potential issues with the ink and the ink colour chosen, directly with the supplier, prior to purchase and use.

Audit and reporting programme

14) Stamping and auditing:

- a) You will agree that all of your farms participating in the Egg Stamping Programme are audited annually by the EPF approved auditor as published on the EPF's website from time to time.
- b) You will ensure that the stamping audit (**Logging System Form**) is added to your RMP.
- c) You will provide your egg stamping audit report to EPF within 1 month of your egg stamping report being completed
 - i) Audit reports will be sent to EPF electronically by emailing them to info@eggfarmers.org.nz
- d) Alternatively to clause 13(c), you agree to the auditor providing your egg stamping audit report to EPF on your behalf within the time limits specified above.
- e) If your egg stamping audit report is not provided to EPF or the auditor within the time limits specified in clause 13(c) above, EPF will remove you from the Egg Stamping Programme at its discretion.

15) Logging system:

- a) You will record the information set out in the logging system form (**Logging System Form**) each time a stamp head or inkjet code is changed. An example Logging System Form is in the **Schedule** to this Agreement – this demonstrates the minimum requirements for auditing purposes.
- b) You agree to retain all completed Logging System Forms whether electronic or hardcopy.
- c) You must provide copies of every Logging System Form to EPF:
 - i) within 3 days of EPF requesting to see your Logging System Forms by phone, email or letter; or
 - ii) immediately if EPF or an authorised EPF representative (which includes any EPF authorised auditor) is on-site at your farm or business.

16) Reporting and inspection: You will:

- a) Provide all information as reasonably requested by EPF for the purposes of:
 - i) ensuring your compliance with these Terms and Conditions; and

- ii) confirming the accuracy of your Public Information, in particular but not limited to, your Production Method.
- b) Allow EPF to enter and inspect your farm(s) at any reasonable time, but without prior notice to you, for the purposes listed at clause 15(a)(i) and (ii). You acknowledge that, EPF intends to carry out random inspections of farms for such purposes.

EPF's obligations

17) **Right to revoke:** EPF may at its sole discretion:

- a) end the Egg Stamping Programme at any time without notice to you;
- b) revoke, restrict or delist your Farm Code at any time, including but not limited to any time you breach the Terms and Conditions.

18) **Right to publish revocation:** EPF may publicly list those egg producers who have had their Farm Code revoked, restricted or deleted.

19) **Terms and conditions:** EPF may update these Terms and Conditions from time-to-time at its sole discretion. EPF will provide notice of amended terms by email.

20) **Trace My Egg:**

- a) EPF will make available, either itself or through a third-party provider, the website www.tracemyegg.co.nz (the **Website**) for the purposes of the Egg Stamping Programme. The Website will enable consumers to research your Farm Code using a search function and find your Public Information.
- b) EPF has the right to modify or remove the Website at any time at its sole discretion.
- c) EPF will use its best endeavours to:
 - i) ensure that the Website is accurate and up to date with your Public Information as linked to your Farm Code.
 - ii) maintain and update its database containing all Farm Codes and the Public Information linked to those Farm Codes.
- d) You agree to your Public Information being published on the Website.

21) **Limitation of liability:** EPF will not be liable for any loss arising out of any subject matter of this Agreement, whether that loss is direct or indirect, to the full extent of the law including, but not limited to, the following matters:

- a) any delay in launching the Website;
- b) any delay in updating the Website with your Public Information;
- c) any incorrect data published on the Website, including incorrect Public Information;
- d) any breach of the Website and/or of EPF's network that does or may compromise your data, whether Public Information or not;
- e) any revocation of your Farm Code for any reason; and
- f) any consumer, media or government interest or investigation in your farm or business following your Public Information being published on the Website.

22) **Exclusion of supplier liability:** EPF has no responsibility for any loss connected with you participating in the Egg Stamping Programme and/or caused by any supplier listed in the New Zealand Egg Producers website (eggfarmers.org.nz) or otherwise recommended or notified by EPF howsoever that loss arises, whether direct or indirect.

23) **Release of Public Information:** You agree to EPF releasing your Public Information and contact details if required by law.

Your obligations

24) **Adhere to the terms and conditions:**

- a) You will comply with the terms and conditions including the Terms and Conditions as they are updated from time to time.
- b) Any failure to abide by the terms and conditions may result in EPF removing you from the Egg Stamping Programme. Removal from the Egg Stamping Programme is at EPF's sole discretion.

25) **Indemnity:** You are liable for, and will indemnify EPF from and against, all loss or damage (including legal costs) incurred or suffered by EPF howsoever caused, whether direct or indirect, arising from or in connection with any incorrect or misleading Public Information you provide to EPF.

26) **Costs:** You will bear all costs (including legal costs if any) relating to or associated with signing up to Egg Stamping Programme and complying with the terms and conditions of the Egg Stamping Programme. You acknowledge that your signing up to the Egg Stamping Programme is a voluntary initiative.

27) **Authority:**

- a) You warrant that you have authority to sign this Farmer Sign-Up Form on behalf of the farms listed above and bind those farms to these Terms and Conditions.
- b) You take full responsibility for the adherence to these Terms and Conditions and the appropriate use of your Farm Code.

28) **Reporting of misuse of Farm Code:** You will:

- a) notify EPF immediately if you are aware of:
 - i) any misuse or potential misuse of your Farm Code or the Egg Stamping Programme in any way;
 - ii) any issue or potential issue relating to the use of your Farm Code that could negatively impact on the Egg Stamping Programme in any way.
- b) take all reasonable steps in your power and control to ensure there is no misuse of your Farm Code or to the Egg Stamping Programme in any way.

Signed by authorised signatory: _____

Date: _____

Please print name: _____

Company: _____

Position in company: _____