

ENFORCEABLE UNDERTAKING APPLICATION FORM

Part 4, Health and Safety at Work Act 2015

The commitments in this undertaking are offered to the regulator by

Person/entity name:

Zespri International Limited (Zespri)

(the person)

This enforceable undertaking is given on the day and date that it is accepted and signed by the regulator. The undertaking and its enforceable terms will operate as a legally binding commitment on the part of the person from the date it is given.

Contravention means an alleged contravention or an acknowledged contravention.

HSMS means a Health and Safety Management System.

Person means an individual who or a legal entity which has a duty under the *Health and Safety at Work Act 2015* and can give a written undertaking. The term includes individuals, each partner in a partnership, corporations, trustees of trusts, and crown organisations.

Regulator means WorkSafe New Zealand, Maritime New Zealand or the Civil Aviation Authority.

Safety legislation means *Health and Safety at Work Act 2015* and associated regulations.

Enforceable undertaking means a written undertaking given under Part 4 of the *Health and Safety at Work Act 2015* by a person in connection with a matter relating to a contravention by the person of the *Health and Safety at Work Act 2015* and includes all of the contents of that document including the general information, general and enforceable terms.

WorkSafe respects your privacy and is committed to protecting personal information. The information provided in this document is for the purpose of an undertaking given to the regulator under Part 4 of the *Health and Safety at Work Act 2015*. This information will be managed within the requirements of the Privacy act 1993.

WorkSafe will publish the undertaking in full on its website. WorkSafe may be required to disclose personal information to other agencies such as the New Zealand Police in accordance with enforcement activities that may be conducted as part of an investigation.

Section 1: General Information

Details of the person giving the undertaking

Nominated person:

Street address:

400 Maunganui Road
Mt Maunganui

Mailing address:

PO Box 4043, Mount Maunganui 3149

Work phone:

Mobile phone:

Email: [REDACTED]@zespri.com

Type of legal entity: New Zealand Limited Company

Industry: Kiwifruit export, sales and marketing

Workers Full time: 223 (employees) Part time: 27 (employees) Casual: 37 (employees)

Products and services: Purchase, export, sales and marketing of New Zealand kiwifruit

Comments: Zespri is the world's largest marketer of kiwifruit, selling kiwifruit into more than 53 countries and managing 30 per cent of global volumes of traded kiwifruit. In 2015/16 Zespri sold 131 million trays of premium-quality Zespri Kiwifruit. The Zespri brand sets the global benchmark for guaranteed excellence and delicious, nutritious kiwifruit.

Zespri works with growers and post-harvest operators to source top-quality Zespri Kiwifruit and supplies this kiwifruit through its distribution partners to wholesale markets and retail customers. The Zespri brand promise for New Zealand kiwifruit relates to the consistency in quality, taste and food safety which Zespri guarantees through a comprehensive quality assurance system. It works closely with growers, post-harvest operators and other service providers to ensure that all kiwifruit exported from New Zealand satisfies legal requirements and export standards.

Zespri's global headquarters are based in Mount Maunganui. It has a further 17 offices around the world.

Zespri Kiwifruit has built a strong reputation through six areas:

- 1) **Product development** - focusing on innovation to develop new varieties that will appeal to customers.
- 2) **Innovation** - investing over \$20 million each year in research to support growers to grow a premium, sustainable product.
- 3) **Health marketing** - conducting health research with credible research partners to fully understand and communicate the health benefits of kiwifruit to consumers with a view to driving repeat purchases.
- 4) **Brand awareness** - investing heavily in promoting our premium brand through in-market promotional services across all consumer and trade channel platforms, including sampling, point of sale materials, television advertising and social media platforms.
- 5) **Taste and consistency** - providing commercial grower incentives and research and grower education programmes to consistently deliver better tasting fruit.
- 6) **Supply chain development** - constantly refining how we operate to consistently deliver top quality kiwifruit efficiently and sustainably.

Detail the contravention

On 13 May 2016 at an orchard in Athenberry, it is alleged that Zespri failed to ensure, so far as was reasonably practicable, the health and safety of workers who worked for the PCBU, namely Agfirst Bay of Plenty Ltd (Agfirst) workers, while the workers were at work in the business or undertaking, namely collecting maturity samples, and that failure exposed those workers, including the AgFirst employee, to a risk of death or serious injury.

In particular, it is alleged that Zespri failed to take the following reasonably practicable actions:

- a) design and implement an effective system to ensure that orchard maps produced by growers and supplied to Agfirst recorded potential hazards, including those posed to Agfirst maturity sample collectors;
- b) ensure that all Agfirst maturity sample workers received an induction at each orchard site with respect to all potential site hazards, including steep terrain.

Detail the events surrounding the contravention

The New Zealand kiwifruit industry is a highly integrated sector which requires interaction and co-operation between multiple stakeholders, including Zespri, postharvest operators, contractors and growers/orchardists. As the sole authorised exporter of New Zealand kiwifruit, Zespri is required to adhere to regulatory and contractual requirements from around the world with respect to quality assurance, supply chain requirements and product attributes. Customer and regulatory requirements require that kiwifruit does not exceed specified maximum residue limits, and other tests are required for the purposes of assessing the maturity of kiwifruit and readiness for harvest. Zespri contracted with AgFirst Bay of Plenty Limited to provide sample collection services for the kiwifruit industry for the purposes of ensuring consistency in sampling methodology and to streamline the payment and collection of fees for sampling services relating to more than 2000 growers/orchards. While Zespri contracted for the industry sampling collection services, it is not directly involved in the day to day operation of maturity sampling services, as growers or post harvest entities typically liaise directly with AgFirst with respect to sample collection.

In addition to legal requirements, Zespri requires that growers comply with the Zespri Good Agricultural Practices management system, which is a customised quality assurance system based on the Global GAP International standard. This standard requires an annual inspection audit and certification of orchardist's GAP management programme. These orchard GAP inspections are typically completed by trained and qualified postharvest staff. One of the Zespri GAP requirements is for growers to complete a health and safety risk assessment which identifies, assesses and manages their risks; this might include providing an orchard map showing hazards to visitors to the orchard.

The accident to which this undertaking relates occurred while an AgFirst employee was visiting an orchard for the purposes of collecting fruit samples. Although Zespri was not directly involved in the sample collection arrangements or activities on that day, it recognises that as an industry-wide conduit of information and the contractual party that prescribes requirements for samples and sample collection it has a role to play in ensuring that all stakeholders respect the objectives of health and safety requirements.

While not directly causative, in the absence of the alleged failures, a different outcome may have occurred.

Detail any enforcement notices issued that relate to the contravention

No enforcement notices were issued on Zespri in relation to this incident.

Detail the rectifications to the workplace or work practices made as a result of the contravention, events and the enforcement notices issued

Supporting Eurofins and its predecessor, Agfirst, with its health and safety review and revised procedures

At the time of the incident, AgFirst was negotiating a sale and purchase of certain contractual assets, including the contracts for kiwifruit sampling, with Eurofins Bay of Plenty Limited (Eurofins). As part of that transaction, the contract for services between Zespri and AgFirst was assigned to Eurofins.

Zespri provided support to AgFirst/Eurofins in relation to its health and safety review following the incident. AgFirst/Eurofins' review achieved two key outcomes:

- 1) improved identification and recording of health and safety hazards and grower health and safety requirements. Zespri worked with AgFirst/Eurofins to help ensure that it provides comprehensive health and safety information to workers; and
- 2) improved response times in the event of a health and safety incident.

A Zespri account manager was involved in finalising AgFirst/Eurofins' on-orchard health and safety procedures.

AgFirst/Eurofins' on-orchard health and safety procedures are published by Zespri on Canopy, an online tool available to all growers and post-harvest operators.

Requiring growers to provide a list of hazards

As part of the maturity clearance process, Eurofins and Zespri now require each grower to record a list of hazards at its workplace in addition to the orchard map. This list forms part of the hazard register that the grower or their representative provides electronically to Eurofins and which is supplied to the maturity sampler prior to sampling. This requirement is intended to:

- 1) focus growers' attention on the need to identify hazards at orchards; and
- 2) enable growers to communicate the hazards at orchards in more detail.

Putting in place a formal "stop sampling" procedure

Zespri and Eurofins have implemented a formal "stop sampling" procedure. This procedure involves the following steps:

- 1) Eurofins assesses whether it is unsafe to collect samples from an orchard. This is based on orchard maps, the hazard register and any other hazards identified during the sampling process;
- 2) If Eurofins determines that it is unsafe to collect samples, it:
 - a) notifies the sampler requester and Zespri;
 - b) "un-verifies" the orchard map. This means that samples cannot be collected from that orchard;
- 3) The sampler requester informs the grower of Eurofins' determination that it is unsafe to collect samples from the orchard;
- 4) A Zespri liaison manager contacts the grower to check whether the grower agrees with the determination;
- 5) If the grower disputes the determination, all relevant parties meet. The purpose of this meeting is to resolve any issues and seek to agree on corrective actions;
- 6) Workers cannot resume sampling unless and until the agreed corrective actions have been completed.

This process was employed this year to collaboratively identify and implement corrective actions for worker safety.

On Orchard Health & Safety Tools

In August 2016, Zespri invited Michael Falconer from Onside Health and Safety to present to senior executives and others at Zespri in respect of online tools that could be used by growers to record their health and safety management plans and risk registers and conduct/enable remote inductions. In parallel, Zespri engaged with industry participants such as New Zealand Kiwifruit Growers Incorporated (NZKGI) and pack house operators with respect to potential opportunities to encourage growers to adopt a common tool for the industry.

Grower Engagement

Following the incident Zespri and NZKGI also took steps to clarify health and safety obligations and communicate obligations to growers.

In February 2017, Zespri engaged Beca to review health and safety obligations in relation to maturity clearance sampling. It also participated in, and contributed to the costs of, NZKGI's engagement of Beca to review grower health and safety obligations, particularly in relation to third parties carrying out on-orchard activities.

Direct communication with growers

In February 2017, Zespri sent letters to growers outlining their health and safety obligations in relation to third parties carrying out on-orchard activities.

Additionally, Zespri provided NZKGI with the opportunity to incorporate a health and safety section in its presentation at the Zespri-sponsored pre-season grower roadshows. These roadshows are typically held three times per year in all growing regions around New Zealand and are attended by upwards of 500 growers and other industry members.

Total amount of money spent on rectifications

\$18,296.25 from grower pool for health and safety related modifications to Eurofins portal

\$4,050 contribution from Zespri for Beca maturity clearance review

\$4,000 contribution from Zespri for Beca NZKGI grower obligation review

Detail the injury sustained or illness suffered by victim(s) or other(s) as a consequence of the contravention

The AgFirst employee died in the quad bike incident. Zespri extends its deepest sympathies to the AgFirst employee's family for her death.

Detail any offer of amends or payments made to the victim(s) who sustained injury or suffered illness

In addition to the undertakings set out below, Zespri will convene a restorative justice conference with the AgFirst employee's family should they wish to participate in such a process. Specifically, Zespri would invite the AgFirst employee's family to meet with senior Zespri representatives, take responsibility for its part in the alleged contraventions, acknowledge the tragedy of the AgFirst employee's death, apologise to the affected family members, talk about what happened, explain the remedial measures that it has taken, and explain the further measures that it will continue to take, under this undertaking, in an attempt to resolve any remaining issues relating to the contravention.

As an outcome of the restorative justice process, Zespri would also agree to make a voluntary payment to the AgFirst employee's family in the amount of \$25,000. Zespri commits to make a payment at the conclusion of that process (or, following any decision by the family not to participate in such a process).

In making these commitments, Zespri recognises that no restorative justice process can change what occurred, or provide the family with complete closure, and that the purpose of a voluntary payment is not to put a value on the loss of life, which is impossible to do. Zespri hopes that its commitment in this regard will be seen as reflecting an awareness and acknowledgement of the grief and ongoing emotional harm that will have been, and will continue to be, experienced by the AgFirst employee's family, and others, as a consequence of her death.

Detail the support provided or proposed by the person to the victim(s), other(s)

DATE	DESCRIPTION OF SUPPORT	COMMENTS
23 / 05 / 2016	Zespri representatives attended the AgFirst employee's funeral	
12 / 05 / 2017	Zespri sent flowers to the AgFirst employee's family	
	Zespri will offer to engage in a restorative justice process with the AgFirst employee's family	
	Zespri will offer to make a voluntary payment of \$25,000	

Detail the current HSMS implemented and maintained by the person

Zespri's health and safety policy records its commitment to providing a safe and healthy workplace for workers. Zespri operates a Global Health and Safety Steering Group which provides direction at a global level on the health and safety strategy set by the Board. Regionally, Health and Safety Committees provide a vehicle for worker participation.

Zespri has a Health and Safety Charter which details the role of the Board, meeting and reporting requirements and obligations. The Board also has a schedule for conducting shadow visits of different business operations.

Zespri's policies and procedures include:

- a) health and safety site inductions for its workers;
- b) briefings and education in relation to Zespri's obligations under the Act. Members of Zespri's NZ Health and Safety Committee have received training from accredited health and safety consultants;
- c) management reporting to the CEO and Zespri Board on a monthly basis;
- d) risk management policies relating to key identified hazards such as travel, fitness to work, lone worker, hazard identification and PPE; and
- e) incident reporting guidelines and procedures.

Zespri is in the process of reviewing its health and safety management system using an external IMPAC consultant.

Detail the level of auditing undertaken on the HSMS, including compliance audits and audit frequency

Health and safety is covered as part of Zespri's internal compliance audits. Zespri is working to have a six-monthly management review of its HSMS and an annual audit.

Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking

The activities that form the basis of the undertakings recorded in this proposal will be developed in conjunction with industry stakeholders (NZKGI, postharvest entities and growers, third party consultants and contractors and health and safety specialists such as IMPAC or Beca).

Section 2: General Terms

The person acknowledges and commits to the general terms set forth in the sub-terms below.

Acknowledgements that the regulator alleges a contravention occurred

Zespri acknowledges that the regulator alleges a contravention of section 36(1)(a) of the Health and Safety at Work Act 2015 in relation to the incident detailed in section one above.

Statement of regret that the contravention occurred and the reasons the person considers this undertaking is the most appropriate response to the contravention

Zespri continues to extend its deepest sympathies to the AgFirst employee's family and is genuinely remorseful that this incident occurred.

In combination with the offer to convene a restorative justice process, and make a voluntary payment of reparation to the AgFirst employee's family, Zespri considers that this undertaking is a more appropriate response to the contravention than a court imposed monetary penalty. Zespri considers there are longer term benefits that could be achieved from the terms of the undertaking whilst, at the same time, recognising and making and offering to make amends for the impact of the AgFirst employee's death on her family in an appropriate way. The benefits will be shared across our company, the industry and within the communities in which Zespri operates. The undertaking will assist with the development of industry-wide health and safety protocols and awareness. Many of the outcomes and learnings may be of relevance or utility to other primary sectors, particularly those which do not have an integrated model such as that employed in the kiwifruit industry. As a significant New Zealand business, Zespri also works closely with other bodies in the New Zealand agricultural and primary sector and would share information with those bodies as appropriate.

Statement of commitment that the behaviour, activities and other factors which caused or led to the contravention has ceased and will not reoccur

Zespri is committed to ensuring that the behaviours, activities and other factors that caused or led to the contravention have ceased and will not reoccur.

Acknowledgement of the policy published by the regulator for the acceptance of an undertaking

I have read and understood:

Enforceable Undertakings Operational Policy

Version: N/A

Dated: December 2016

Acknowledgement that this undertaking will be published and publicised in full

Zespri acknowledges that the undertaking will, if accepted, be published on WorkSafe's website in full and referenced in WorkSafe material.

Statement of the person's ability to comply with the terms of this undertaking and meet the projected costs of the activities

Zespri International Limited has the financial ability to comply with the terms of this undertaking and has provided evidence by way of Zespri Group Limited's 2016/17 Annual Report with this undertaking to support this declaration.

In the event of impending receivership, liquidation or sale of the entity, Zespri International Limited will advise WorkSafe of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

Statement outlining any relationship between the person and any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking

As the kiwifruit sector is an integrated industry with a large number of stakeholders, Zespri may have contractual or commercial relationships with industry stakeholders who may benefit from the activities contained in this undertaking, such as kiwifruit growers and post harvest operators.

Statement regarding Intellectual Property

Zespri grants WorkSafe a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in relation to any public material developed as a result of this undertaking. This licence includes the right to use, copy, modify and distribute the materials.

Acknowledgement that the person may be required to provide a statutory declaration

Zespri acknowledges that it may be necessary for WorkSafe to obtain a statutory declaration outlining details of any prior convictions (safety related) outside of New Zealand and that it will provide such declaration if required by WorkSafe.

Statement of commitment from the person to participate constructively in all compliance monitoring activities for this undertaking

It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.

Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.

The evidence provided to demonstrate compliance with this undertaking will be retained by the person until advised by the regulator, that this undertaking has been completely discharged.

It is acknowledged that any failure to meet the due date for an enforceable term will result in the matter being escalated and may lead to enforcement action.

It is acknowledged that WorkSafe may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to WorkSafe.

It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.

It is acknowledged that details of all seminars, workshops and training conducted by a non-registered training provider must be notified to WorkSafe, by email, at least one week prior. Notification should include time, date, location and the trainer/facilitator.

Section 3. Enforceable Terms

The person acknowledges all activities set forth in the enforceable terms below must be auditable and include a date for completion and an estimated cost for each activity.

The person commits to performing the activities below diligently, competently and by the respective completion date.

A commitment by the person to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking

Zespri is committed to assisting industry participants to improve, implement and monitor systems for orchard mapping, hazard identification and orchard inductions. This is to ensure, as far as is reasonably practicable, that the conduct of its business includes the effective identification and control of risks.

Zespri will satisfy and demonstrate this to the officers of Zespri through monthly management reporting of its HSE performance, six-monthly management reviews and annual audits of the effectiveness of its health and safety management system.

A commitment by the person to disseminate information about this undertaking to workers, and other relevant parties

Dissemination will be achieved by doing the following:

Zespri commits to disseminating information about this undertaking to employees, contractors who contract with Zespri and other relevant parties. This information will be published on:

- 1) Zespri's industry-facing website, Canopy;
- 2) Zespri's monthly newsletter, The Kiwiflier;
- 3) Zespri's share trading platform;
- 4) the New Zealand Kiwifruit Journal; and
- 5) Zespri social media channels such as Facebook and Twitter.

Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for workers/others

Zespri acknowledges that it has an important role to play as an industry leader that is well-positioned to lift the health and safety performance of the kiwifruit industry in relation to orchard mapping, hazard identification and orchard inductions.

ACTIVITIES	COST(\$)	TIMEFRAME
<p>Continuing facilitation of grower health and safety education</p> <p>Zespri has a unique industry position. Although it does not contract directly with growers, it can assist in educating growers about their health and safety obligations and compliance measures.</p> <p>Accordingly, Zespri will continue to arrange and meet the cost of health and safety presentations to growers on a bi-annual basis. This will include the engagement of health and safety specialists to discuss various issues and solutions relevant to growers.</p>	\$10,000	2 years
<p>Continuing Zespri employee health and safety education</p> <p>Ongoing accredited health and safety management training to be provided to all senior and industry-facing managers at Zespri.</p>	\$17,500	1 year
<p>Implementing health and safety reviews of contractors who contract directly with Zespri</p> <p>Zespri will develop a programme for overseeing contractor activities with service providers contracted by Zespri to provide services to Zespri, including:</p> <ol style="list-style-type: none"> 1) inclusion of contractual KPIs in relation to health and safety performance; 2) regular meetings to discuss health and safety issues; 3) requesting information from such contractors about their health and safety training; and 4) audits of such contractors' health and safety processes relating to orchard mapping and induction. 	\$10,000	1 year
<p>Requiring annual audits of orchard mapping and induction processes for entities with whom Zespri contracts directly for on-orchard activities conducted for the benefit of Zespri</p>	\$10,000	1 January 2019

Zespri will require entities which contract with Zespri to agree to audits of their orchard mapping and induction processes on an annual basis.		
External auditing	\$10,000	3 years
Zespri will engage an external auditor to conduct a review of its contractor management protocols, including orchard mapping and induction processes.		
Total estimated cost of benefits for workers/others	\$57,500	

Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for industry

Zespri will liaise with WorkSafe regarding the messaging and outreach of the activities that it commits to undertake for the benefit of the kiwifruit industry and wider community prior to their delivery. However, Zespri will retain final discretion on these matters.

ACTIVITIES	COST(\$)	TIMEFRAME
<p>Advertising</p> <p>Zespri will initiate information campaigns relating to health and safety through the following:</p> <ol style="list-style-type: none"> 1) industry presentations on Zespri's initiatives at suitable industry forums; 2) industry wide awareness programmes and materials; and 3) inclusion of targeted health and safety messaging in industry publications, including grower roadshows, Kiwiflier, GlobalGAP-related communications and email newsletters. 	\$5,000 per annum	2 years
<p>Funding industry-wide research</p> <p>Zespri has a significant commercial presence in the industry and is concerned to identify and understand the risks faced by it and other PCBUs operating in various parts of the industry. To that end, Zespri will:</p> <ol style="list-style-type: none"> 1) develop training materials as part of a broader Health and Safety toolkit for high hazard areas in the industry, particularly areas of intersection across different industry stakeholders, orchard mapping and induction processes; and 2) fund research into a safety issue relevant in the industry. 	\$50,000	1 year
<p>Freely available health and safety materials</p> <p>Zespri will use its position in the industry to ensure that there are freely available health and safety materials for industry participants by:</p> <ol style="list-style-type: none"> 1) contributing financially and non-financially to the development of instructional materials for identifying, eliminating and/or minimising hazards particular to the kiwifruit industry; and 2) developing in conjunction with NZKGI a resource for all growers and orchard landowners recording the common baseline understanding of growers' responsibilities under the Act. 	\$25,000	1 year
<p>Sponsorship</p> <p>Zespri will sponsor and promote the Horticultural industry Health and Safety forum through:</p> <ol style="list-style-type: none"> 1) facilitating greater participation through real-time electronic communication, including live streams of forums; and 2) engaging appropriate speakers. 	\$15,000 per annum	2 years
Total estimated cost of benefits for industry	\$115,000	

Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for community

ACTIVITIES	COST(\$)	TIMEFRAME
Health and Safety scholarship Zespri will commit to establishing a scholarship for accredited health and safety studies at tertiary level in New Zealand	\$5,000 per annum up to \$15,000 to support one person	3 years
Public Education Public education programmes regarding risks in the kiwifruit industry through media channels both paid and un-paid including initiatives such as targeted billboards, videos, giveaways and posters.	\$10,000 per annum	3 years
Total estimated cost of benefits for community	\$45,000	

Agreement to pay WorkSafe's recoverable costs

Zespri agrees to pay WorkSafe's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the WorkSafe invoice:

COSTS	MINIMUM SPEND (\$)
Administrative	
Legal	\$7,000
Compliance monitoring	
Publication (if any)	
Total recoverable costs	\$7,000

Acknowledgement regarding pay promotion of the person in relation to this undertaking

Zespri agrees that it will not undertake any activities that may promote or benefit Zespri without explicitly linking that activity/benefit to this undertaking.

Minimum spend

Zespri commits to a minimum spend of \$242,500 (including a voluntary payment to the AgFirst employee's family of \$25,000 but excluding WorkSafe's recoverable costs).

Zespri agrees to spend any residual amount arising from an original term not being completed or being less costly than estimated in this undertaking. Agreement on how to spend this residual will be sought from WorkSafe.

Zespri acknowledges the minimum spend comprises of the:

COSTS	MINIMUM SPEND (\$)
Benefits to workers/others	\$57,500
Benefits to industry	\$115,000
Benefits to community	\$45,000
OIR's recoverable costs	
Estimated total cost of the undertaking	\$217,500

Section 4: Execution

This Undertaking Is Given By The Person On The Date It Is Accepted By The Regulator As Set Forth In Section 5 Below.

COMPANY

Zespri International Limited

(company name)

on the 6 day of October, 20 17 before
(day) (month) (year)

Signature of person:

on behalf of Zespri

Witness name:

Witness address:

Witness signature:

41- 400 Maungarua Rd
Mt Maungarua 3149.

Section 5: Acceptance

The undertaking is accepted by the regulator

(company name)

on the 16 day of October, 20 17 before
(day) (month) (year)

Signature of person:

Name: Simon Humphries

Acting General Manager, WorkSafe (or delegate)