



Application for proposed ENFORCEABLE UNDERTAKING

Part 11, Work Health and Safety Act 2012 (SA)

The commitments in this undertaking are offered to the regulator by

Beston Pure Dairies Pty Ltd

(the person)

ACN 606 417 994



The information provided in this document is for the purpose of an undertaking given to the regulator under Part 11 of the *Work Health and Safety Act 2012* (SA). This information will be managed within the requirements of the current State Government privacy regime.

The terms of an accepted enforceable undertaking are a matter of public record.

When an enforceable undertaking is accepted, notice of the decision to accept it and reasons for that decision will be published by the regulator on the SafeWork SA website within 14 days of the date of the decision.

Enforceable undertakings will not be removed from the public register and will remain on the register after a company or individual has discharged all obligations of the undertaking.

COMMENCEMENT OF UNDERTAKING

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 commence to operate as a legally binding commitment on the part of the person from the date it is given.



SECTION 1: GENERAL INFORMATION

1.1 Details of the person proposing the undertaking

Nominated person: (Point of contact for SWSA communications)	Adrian Bartsch
Street address:	2571 Jervois Road, Jervois SA
Postal address:	Level 9, 420 King William Street, Adelaide SA 5000
Telephone:	08 8470 6500
Email address:	abartsch@bestonglobalfoods.com.au
Legal structure:	Private Company
Type of business:	Food and beverage production
Commencement date:	TBC
Workers:	Full time: 101
	Part time:
	Casual: 71
Products and services:	Food and beverages (dairy and meat)
Comments:	<p>Beston Pure Dairies Pty Ltd (Beston) is a publicly listed company (since 2015) headquartered in Adelaide, South Australia. Beston is an Australian company taking the best of Australian dairy and meat products to the world with fresh milk supplied by local farmers.</p> <p>Beston's dairy operations are centred in South Australia with two factories located at Murray Bridge and Jervois. The meat operations are based at Shepparton in Victoria.</p> <p>Beston has approximately 200 employees and 45 dairy farmer suppliers in South Australia. Its products are mainly sold in Australia, Philippines, Vietnam, Malaysia and China.</p>



1.2 Details of the alleged contravention

While no formal contravention of the *Work Health and Safety Act 2012* (SA) (**the Act**) has been alleged, Beston understands the correct characterisation to be an alleged contravention of the following with respect to an incident involving a worker and an incline cheese auger at its Jervois site on 13 December 2019:

- | | |
|-----------------------|--|
| Section 32 | Failure to comply with health and safety duty - Category 2
A person commits a Category 2 offence if—
a) the person has a health and safety duty; and
b) the person fails to comply with that duty; and |
| Section 19 (3)(b) | The person with management or control of a workplace must ensure so far as reasonably practicable; the provision and maintenance of safe plant and structures |
| Section 19 (3)(c) | The person with management or control of a workplace must ensure so far as reasonably practicable; the provision and maintenance of safe systems of work. |
| Section 19 (3)(f) | The person with management or control of a workplace must ensure so far as reasonably practicable; the provision of any information, training, instruction or supervision that is necessary to protect all person from risks to their health and safety arising from work carried out of the conduct of the business or undertaking. |
| Regulation 208 (2)(a) | If access to the area of the plant requiring guarding is necessary during operation, maintenance or cleaning of the plant, the guarding is an interlocked physical barrier that allows access to the area being guarded at times when that area does not present a risk and prevents access to that area at any other time. |

1.3 Detail the events surrounding the alleged contravention

(Generally includes factual incident details and avoids blame or opinions)

At approximately 5.00 pm on 13 December 2019, the end of production cleaning team based at Jervois was preparing to clean and sanitise the mozzarella cheese line plant. As part of this process, the injured worker removed the Infeed Production Fitting at the base of an Incline Cheese Auger, allowing excess water and cheese that builds up during cleaning / hosing to be removed. The auger remained energised and the auger screw was still in motion. The injured worker placed his left arm inside the opening at the base of the Incline Cheese Auger resulting in their left arm being entangled and severed.

1.4 Details of any enforcement notices issued that relate to the alleged contravention

Not Applicable ☐ (Tick if there were no notices issued by SWSA in relation to the contravention)

Date issued	Notice type	Notice number	Contravention or prohibited activity	Action taken in response to notice
14/12/2019	Non-Disturbance	310101	Use of or modification to incline cheese auger	Implementation of SWP – CIP Cleaning Incline Cheese Auger
17/12/2019	Prohibition	172503	Removal of access cap at base of incline cheese auger	Development and implementation of SWMS
07/10/2020	Improvement	188406	All safety switches and interlocks on plant at Jervois to be inspected and verified for correct operation by competent person.	External WHS consultant conducted audit of safety sensors and interlocks
07/10/2020	Improvement	188415	Develop and implement a SWMS/procedure to ensure so far as reasonably practicable that the health and safety of all persons is not put at risk whilst operating the incline cheese auger.	Risk assessment of incline cheese auger conducted in conjunction with external WHS consultant and SWMS developed

1.5 Detail the injury sustained or illness suffered by worker/s or other/s as a consequence of the alleged contravention detailed above

As a result of the incident, the injured worker sustained an amputation injury to the lower left arm (forearm) and hand, which was successfully reattached. Considerable damage to the worker's index, middle, fifth digit and ring fingers were sustained, resulting in the loss of the worker's index, middle, ring finger and partially the fifth digit.

1.6 Detail the employment status and the workers' compensation or other insurance status regarding the person who sustained injury or suffered illness as detailed in 1.5

The injured person is:

- ☒ an employee of the entity
- ☐ a self-employed person
- ☐ other - [Enter details of 'other' here]
- ☐ not applicable

Status:

(This should reflect the status of any claims and level of recovery/return to work that is applicable)

The injured worker returned to work on modified duties, which predominantly included working in Beston's Reliability/Maintenance department to assist with establishing a new computerised maintenance management system (Upkeep). The injured worker also

undertook maintenance store duties and stocktaking. The injured worker resigned in November 2021.

1.7 Detail the support provided or proposed by the person to the injured person and/or family or other/s

Date	Description of support	Comments
December 2019 – January 2020	Accommodation provided for injured worker's partner and family members while injured worker in hospital. Provision of Uber Eats vouchers to injured worker.	Total cost: \$4,431.68
June 2020	Provision of laptop computer to injured worker.	To assist injured worker with study. Injured worker to retain laptop.
Continuous (during period off work)	Telephone contact with injured worker	HR Manager remained in contact with injured worker, as appropriate.

1.8 Detail any current work, health and safety systems at the workplace

Beston has a WHS system that includes:

- a written organisational WHS policy containing a clear outline of management's commitment and accountabilities;
- a database of written policies, procedures and processes that outline the operational, maintenance and safety requirements in place to manage health and safety risks associated with the performance of tasks and the general environment at Jervois and Murray Bridge;
- initial and refresher training on policies, procedures and processes, including inductions, ongoing supervision and assessment of competencies against a training needs matrix framework;
- regular consultation and communication with all levels of the company, including reporting to management;
- development of a risk management framework against ISO 45001; and
- ongoing monitoring of safety systems, as set out below at 1.9.



1.9 Detail the level of auditing currently undertaken on the work, health and safety systems referred to in term 1.8, including compliance audits and audit frequency

The current level of auditing undertaken on the WHS system includes:

- regular site inspections are conducted by a member of Beston's WHS team in conjunction with relevant worker(s) against the hazard/risk register, which includes the assessment of individual accountabilities (i.e. compliance with PPE requirements and WHS obligations set out in position descriptions)
- ongoing monitoring of training records, the training database and hazard/risk register for compliance by a member of Beston's WHS team on a quarterly basis
- regular WHS-related audits conducted by external consultants, including:
 - 6 monthly audits of ammonia sensors by Draeger
 - Annual audits of pallet racking by Dexion
 - Monthly fire panel and fire extinguisher audits by Engie
 - Annual hoist and crane inspections
 - Annual audits of electrical panels by Thermo Scan
 - 5-weekly boiler inspections by Tomlinsons
 - Annual pressure vessel audits

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

Members of Beston's HR and WHS teams will consult with employees in relation to the content of this undertaking via HSR meetings, toolbox meetings, display on noticeboards and/or email. The HR Manager will notify the injured worker of the undertaking.

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

1. Immediately following the incident, Beston carried out a risk assessment of the incline cheese auger and developed a Safe Work Procedure (**SWP**) for CIP Cleaning of the Incline Cheese Auger (to complement the pre-existing procedures in place for the cleaning and isolation of other cheese making plant and equipment). The SWP was implemented on 17 December 2019 and requires the use of a padlock during CIP cleaning to prevent unauthorised access. Only nominated personnel are permitted to remove the padlock.
2. Beston provided cleaning isolation refresher training to its employees at Jervois on 18 December 2019.



3. Beston conducted a review of its operational management, supervisory and WHS capability and developed 16 new positions to address identified gaps. All positions outlined below have been filled with the exception of the Safety Systems Coordinator role and the recently vacated WHS Manager role. The ongoing annual cost of these new positions equates to \$550,000:
 - Plant Manager Jervois
 - implement regular site management meetings with a focus on safety
 - Production Manager – Cheese & Butter
 - supervise workers and monitor WHS compliance
 - assist to develop SOPs for cheese & butter production areas
 - Production Manager – Lactoferrin & Powder
 - supervise workers and monitor WHS compliance
 - assist to develop SOPs for Milk Handling, Lactoferrin and Powder production areas
 - 4 x Production Supervisors - Cheese & Butter
 - supervise employees across all shifts and monitor WHS compliance with the Cheese & Butter Departments
 - 4 x Production Supervisors -Lactoferrin & Powder
 - supervise employees during across all shifts and monitor WHS compliance within the Milk Handling, Lactoferrin & Powder Departments
 - Reliability Manager
 - implement updated safety related behaviours across the Reliability team, including new JSA's, Permits to work etc.
 - Reliability Supervisor
 - supervise Maintenance Employees to ensure work performed safely
 - ensure contractors inducted
 - Reliability Scheduler & Root Cause Analyst
 - schedule maintenance activities to ensure plant and machinery running safely and effectively
 - Maintenance Administration
 - develop maintenance database
 - monitor maintenance database and escalate, as necessary
 - PLC Programmer
 - conduct audits of PLC/Skada panels at the worksite to ensure safety systems working properly
 - Safety Systems Coordinator
 - build a Safety Management System for BPD in line with ISO 45001
 - WHS/RTW & Training Coordinator
 - coordinate WHS training
 - implement Safety Management System
4. In March 2020 Beston engaged Redlink Communications to supply handheld radios at Jervois and Murray Bridge to allow better communications for workers in the case of an emergency or isolated work (at a cost of \$39,779). Beston verbally instructed employees to maintain regular radio contact with supervisors when they are working remotely or in isolation. Beston is now a 24/7 operation and has a minimum of two supervisors on shift at all times to



monitor the workforce. Beston intends to implement an isolated and remote workers policy.

5. In October 2020 Beston engaged Phase Blue Electrical to conduct an audit, testing and report on electrical compliance with respect to the incline cheese auger and Electrical Panel JM-PNL-08.
6. As a result of the findings of the Phase Blue Electrical audit, in October 2020 Beston engaged SAGE Automation to undertake the following work:
 - a. conduct a review of the electrical wiring of plant located at Jervois and make necessary repairs, which included:
 - i. replacing a substandard termination of a cable;
 - ii. replacing existing safety sensors to reduce the possibility of water/dust ingress that could compromise reliability; and
 - iii. inspecting all safety switch/actuator assemblies for correct mounting and undertaking necessary rectification work;
 - b. assess Electrical Panel JM-PNL-08 for compliance and repair any non-compliance, which included:
 - i. correctly terminating all cable cores; and
 - ii. updating the electrical drawings to reflect current wiring (process ongoing due to large scope of work);
 - c. develop a documented checklist including visual inspections of all electrical equipment, areas and services, in conjunction with a thermal temperature check of connections.

The work undertaken by SAGE Automation to date amounts to \$18,394.50.

7. In October 2020 Beston engaged Peter Hudd, a Work Health and Safety Consultant, to undertake the following:
 - a. develop a new risk assessment for the incline cheese auger (in conjunction with Beston employees);
 - b. develop a Safe Work Method Procedure for use of the incline cheese auger; and
 - c. conduct a safety sensor and interlock audit of plant at Jervois (in conjunction with a qualified electrician employed by Beston). This will be included in Rapid Global/Upkeep as an annual audit.
8. Beston facilitated HSR training for designated employees via Business SA in July 2020 at a cost of \$7,496 with further training sessions scheduled for 2021.
9. In November 2020 Beston engaged Rapid Global to build and implement a sophisticated safety information system platform for internal/induction training, contractor management and hazard and incident reporting. The new system has been rolled out for contractor management and hazard and incident reporting but it is not yet being used for training records and inductions. The

element of the system is a work in progress. The associated cost is a set-up fee of \$18,000 followed by \$16,788 per annum.

Total amount spent on rectifications \$633,669.50

SECTION 2: GENERAL TERMS

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

2.1 Acknowledgement that the regulator alleges a contravention occurred as detailed in term 1.2

While no formal contravention of the *Work Health and Safety Act 2012* (SA) has been alleged, Beston understands the correct characterisation to be an alleged contravention as referred to in term 1.2.

2.2 Statement of regret that the alleged contravention occurred and the reasons the person considers this undertaking is a more appropriate response to the alleged contravention than a court imposed sanction.

Beston sincerely regrets the incident occurred and has taken, and will continue to take, such steps as are necessary to ensure that such an incident or a similar incident does not occur again.

The proposed undertaking, set out below, details the actions Beston commits to undertake in response to the incident in addition to the strategies Beston will adopt to provide a higher standard of work health and safety for the benefit of its workers, its industry and the community more broadly. For this reason, the health and safety outcomes to be derived from the undertaking present a more appropriate response to the incident than a court-imposed sanction.

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

Beston is committed to ensuring that the behaviour that led to the alleged contravention has ceased and will not recommence. Beston has already taken steps to prevent any recurrences of incidents of a similar nature (see section 1.11 above). Beston is committed to complying with all its obligations under the WHS Act.

2.4 Acknowledgment of the guidelines published by the regulator for the acceptance of an undertaking

I have read and understood:

Guidelines for the acceptance of an enforceable undertaking

Version: 1 Dated: June 2018



2.5 Acknowledgement that this undertaking may be published and publicised

- 2.5.1** Beston acknowledges that the undertaking may be published on the SafeWork SA website and referenced in SafeWork SA material.
- 2.5.2** Beston acknowledges that the undertaking may be publicised in newspapers.

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

- 2.6.1** Beston has the financial ability to comply with the terms of this undertaking.
- 2.6.2** In the event of impending liquidation or sale of the entity, Beston will advise SafeWork SA of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

2.7 Statement regarding person's relationship with any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking

Beston confirms there are no relationships with any corporations, officers, employees, contractors or any proposed beneficiaries of donations or scholarships or other recipients of financial benefit contained within this undertaking, with the exception of the financial benefit derived by dairy farmers who supply milk to Beston and may be the recipient of the safety audit services described in section 3.3.

2.8 Statement regarding Intellectual Property Licence

Beston, grants SafeWork SA a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence to use, reproduce, publish, distribute, electronically transmit, electronically distribute, adapt and modify any materials developed as a result of this undertaking.

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

SafeWork SA has requested a statutory declaration outlining details of any prior work health and safety convictions¹, subject to any local legal constraints such as spent conviction legislation, or findings of guilt under work health and safety legislation or work health and safety related legislation?

☐ YES ☒ NO

The statutory declaration is attached (if applicable)

☐ YES ☐ NO

¹ Subject to any local legal constraints such as spent conviction legislation



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

- 2.10.1** It is acknowledged that the regulator will conduct compliance monitoring to ensure compliance with the terms of this undertaking.
- 2.10.2** Cooperation will be given to allow the regulator's inspectors to assess compliance including giving access to relevant material (evidence of compliance).
- 2.10.3** It is acknowledged that the regulator may initiate additional compliance inspections as considered necessary at the regulator's expense.

2.11 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

Beston is committed to its obligations under the WHS Act and this commitment is reinforced by:

- 1. the rectifications referred to in section 1.11 above; and
- 2. the undertakings made within this document.

2.12 A commitment regarding linking the promotion of benefits by the person to this undertaking

(Activities that may promote or benefit the person need to link the activity/benefit to this undertaking)

Beston is committed to promoting the benefits contained within this undertaking and to the undertaking itself.

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 a minimum cost for each activity.

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

3.1 A commitment to disseminate information about this undertaking to workers, and other relevant parties, and in the annual report (if applicable)

(This may include dissemination to work health and safety representatives and in the annual report, if applicable)

Dissemination will be achieved by doing the following:

The HR Manager will provide written notice to all employees at the Murray Bridge and Jervois sites explaining the commitment of Beston to health and safety in the



workplace and a reminder that this enforceable undertaking is for everyone to ensure safety is always front of mind.

The results of this enforceable undertaking will be provided in writing to all employees and Board members, and a copy will be kept on the employee notice board at each site until the end of the enforceable undertaking.

Dissemination will occur by: within 30 days of this undertaking coming into effect.

3.2 Activities to be undertaken to promote the objects of the WHS Act that will deliver benefits for workers/others

Activities		Minimum cost	Timeframe
3.2.1	Beston will fund training for 4 workers to undertake a certificate IV in Work Health and Safety.	\$14,992	Within 12 months of acceptance
3.2.2	All return to work coordinators employed by Beston to undertake accredited RTW Coordinator training to better manage injured workers and develop early interventions	\$1,331	Within 6 months of acceptance
3.2.3	Australian Fire and First Aid (AFFA) Apply First Aid (Senior First Aid) training to 21 workers to increase number of first aid trained employees at all sites and areas and ensure trained personnel available on all shifts (and exceed required number of first aid trained workers as per the Code of Practice – First Aid in the Workplace)	\$3,600	Within 6 months of acceptance
3.2.4	AFFA confined space training for 24 maintenance and other key personnel to increase numbers of trained workers	\$2,100	Within 9 months of acceptance
3.2.5	AFFA Fire Warden Training to 23 employees to increase number of trained workers at all sites and areas and ensure trained personnel available on all shifts (total number to exceed required number of fire wardens)	\$5,400	Within 9 months of acceptance
3.2.6	Two sessions of the AFFA Work Safely at Heights training will be provided to additional maintenance employees and	\$4,200 [two training sessions]	Within 12 months of acceptance

	technicians to increase number of trained workers at all sites and areas and ensure trained personnel available on all shifts.		
3.2.7	Implement Rapid Global safety information system platform for internal/induction training, contractor management and hazard and incident reporting	\$18,000 for initial set-up and then \$16,788 per annum	Within 12 months of acceptance
3.2.8	<p>Beston to engage SAGE Automation to complete additional electrical work at Jervois (beyond scope of notices):</p> <ul style="list-style-type: none"> • audit/inspect every electrical switchboard at Jervois site (including tidy up and repair, where necessary) • full inspection of Mozzarella room wiring • risk assessment of Mozzarella room to establish level of safety system required • redesign and commission of Mozzarella room safety system • re-wire/replace all safety sensors in Mozzarella room • update all electrical plans/drawings 	\$115,419.39	Within 3 months of acceptance
Total minimum cost of benefits for workers/others		\$ 165,042.39	

3.3 Activities to be undertaken to promote the objects of the WHS Act that will deliver benefits for industry

Activities	Minimum cost	Timeframe
3.3.1 Beston will donate \$1 from every unit of "Farmers Tribute" vintage cheddar cheese sold in OTR stores to the SA Dairy Industry "Health and Wellbeing" program. Facilitated by Dairy SA, this program provides dairy farmers with mental health and first aid training, access to trained mental health counsellors, and funds the Industry Ladies and Family program events.	Minimum \$3,000 – final figure will be subject to sales	12 months from acceptance

3.3.2	Beston will produce an alert to be disseminated via email to Australian dairy producers in relation to the incident, the risks associated with the incline cheese auger or similar machines, and how these risks can be mitigated.	\$1,760 [2 days' preparation and \$500 for printing and mail out]	6 months from acceptance
3.3.3	Beston to sponsor the 2021 and 2022 SA Dairy Conferences, which will include a Farm Management Consultant to speak about mental health awareness for dairy farmers and staff.	\$9,000 sponsorship	24 months from acceptance
3.3.4	Beston will sponsor the running of two Dairy SA workshops for dairy farmers to educate and train them on "Dairy Passport", which is an online platform designed to help farmers meet safety and employment obligations on farms.	\$500	12 months from acceptance
3.3.5	Engage ProSafe to undertake safety audits and return to work activities for and on behalf of four dairy farms.	\$14,877.50	12 months from acceptance
3.3.6	Beston to facilitate an online training program (WHS for Officers) through Business SA for dairy farmers/producers.	\$990	12 months from acceptance
Total minimum cost of benefits for industry		\$ 30,127.50	

3.4 Activities to be undertaken to promote the objects of the WHS Act that will deliver benefits for community

Activities		Minimum cost	Timeframe
3.4.1	Development and delivery of bullying and violence prevention program in conjunction with Hahndorf Cricket Club (to be delivered at their clubrooms) and the Sammy D Foundation, which is aimed at changing player attitudes towards bullying and violence and educating parents and senior club members about the impacts of inappropriate sideline behaviour	\$3,100	12 months from acceptance
3.4.2	Beston to facilitate an online training program (WHS for Officers) through Business SA for local sporting clubs	\$990	12 months from acceptance
Total minimum cost of benefits for community		\$ 4,090.00	

3.5 Agreement to pay the regulator's costs

- 3.5.1** Agreement is given to paying the regulator's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the regulator's invoice:

Recoverable costs	Amount
Investigation, legal & administrative costs associated with the alleged contravention & proposed undertaking	\$1,110.00
Compliance monitoring costs	\$3,955.00
Publication costs	\$0
Total Amount	\$5,065.00

3.6 Minimum spend

- 3.6.1** Beston acknowledges the minimum spend for this undertaking will comprise of the:

(The amounts below should correspond with total amounts from terms 3.2–3.5 above)

Estimated total value of	Minimum spend
Benefits to workers/others	\$ 165,042.39
Benefits to industry	\$ 30,127.50
Benefits to community	\$ 4,090.00
Regulator costs	\$ 5,065.00
Estimated total minimum spend for the undertaking	\$ 204,324.89

- 3.6.2** Beston agrees to spend any residual amount arising from the total minimum spend value not being met. Agreement on how to spend this residual will be sought from the regulator.

3.7 A commitment to establish and maintain (or maintain if a system already exists) a work, health and safety management system (WHSMS)

Beston is committed to establishing and maintaining a WHSMS system against ISO 45001. Beston is currently recruiting for a Safety Systems Coordinator to commence the build.

3.8 A commitment to ensure the WHSMS is audited by third party auditors

Beston:

1. commits to ensuring that a third-party audit of its WHSMS will be undertaken within 12 and 24 months of the signing of the undertaking ("the third-party audits");
2. commits to ensuring the third-party audits are undertaken by a suitably qualified and competent third-party auditor;
3. acknowledges that the cost associated with the third-party audits will be met by Beston as part of the undertaking; and
4. acknowledges that details of the auditor's qualifications against the stated requirements will be provided with the third-party audit reports submitted to SafeWork SA.

3.9 A commitment to provide a copy of each finalised WHSMS audit report to the regulator

- 3.9.1 It is acknowledged that audit reports received from the auditor will be sent to the regulator within 30 days of the audit along with a letter certifying that the report has not been altered from the copy provided to the person by the auditor.
- 3.9.2 It is acknowledged that within 30 days of receipt of the auditor's written report, the regulator will be advised of the intended action in addressing each of the report's recommendations.

3.10 A commitment to implement the recommendations from these audits (unless otherwise negotiated with the regulator)

- 3.10.1 The recommendations resulting from the third-party audit will be fully implemented and completed within six months of receiving the audit report, unless the regulator offers a variation of the undertaking due to the actions being unreasonable.

SECTION 4: OFFER OF UNDERTAKING

I offer this undertaking and commit to the terms herein.

Signed:

[Person]

[Print name]

[Position]

Dated at _____ this _____ day of _____, 20____

OR

As a duly authorised person of Beston Pure Dairies Pty Ltd, I offer this undertaking and commit Beston Pure Dairies Pty Ltd to the terms herein.

Signed:


[Duly Authorised Person]

Darren Hamilton Flew

[Print name]

Interim Chief Executive Officer, Beston Global Foods Company Limited

[Position]

Dated at Adelaide this 11th day of November 2021

SECTION 5: ACCEPTANCE OF UNDERTAKING

I accept this undertaking as an enforceable undertaking under section 216 of the *Work Health and Safety Act 2012* (SA).

Signed:

[Person]

Martyn Campbell

[Print name]

Executive Director

[Position]

Dated at Keswick this 16th day of November, 2021