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**Trading as Merchants**

**ABN 66-385-735-076**

**ABN 66-385-735-076**

**Horticulture Produce Agreement – Merchant**

Schedule

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **SECTION A – DETAILS OF GROWER** | | | | | | | | | | | | | | | | | | | |
| **Grower Business / Trading Name** |  | | | | | | | | | | | | | | | | | | |
| **ABN** |  |  | - |  |  | |  | | - | |  |  | |  | | - |  |  |  |
| **Commencement of Date of HPA** |  | | | | | | | | | | | | | | | | | | |
| **Warranty** | **The Grower listed above is the grower of the Produce** | | | | | | | | | | | | | | | | | | |
| **Grower Contact** |  | | | | | | | | | | | | | | | | | | |
| **Postal Address** |  | | | | | | | | | | | | | | | | | | |
| **Suburb:** | | | | | | | | | **State:** | | | | | **Postcode:** | | | | |
| **Street Address** |  | | | | | | | | | | | | | | | | | | |
| **Suburb:** | | | | | | | | | **State:** | | | | | **Postcode:** | | | | |
| **Telephone** | **Bus:** | | | | | **Fax:** | | | | | | | **Mobile:** | | | | | | |
| **Email** |  | | | | | | | | | | | | | | | | | | |
| **Banking Details** | **Account Name:** | | | | | | | **Bank:** | | | | | | **Branch:** | | | | | |
| **BSB:** | | | | | | **A/C No:** | | | | | |
| **Mobile number of Merchant that the Grower must send electronic acceptance of the terms of the Terms of trade, HPA and this Schedule to:** | | | | | | | | Mobile - 0420 921 852  Email – [rachel@bgbrisbane.com.au](mailto:rachel@bgbrisbane.com.au) | | | | | | | | | | | |

By signing or accepting of this Schedule in writing I/we, for and on behalf of and with the authority of the Grower, agree that I/we have read and understood the attached Horticulture Produce Agreement and that upon such signing or acceptance of the Horticulture Produce Agreement the Grower will be bound by the terms of it, this Schedule and any relevant Terms of Trade and that a formal contract shall be deemed constituted between the Merchant and the Grower*.* By signing or acceptance of this Schedule, I/we also acknowledge, for and on behalf of and with the authority of the Grower, the recommendation set out in Section C below.

**EXECUTED** by **the Merchant**

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| --- | --- | --- | --- | --- |
|  |  | D0E6A439 |  | Image (1745) |

Director – Anthony Gribben Director – Vince Mailli Director – Antoine Fakhry

Where the Merchant is a partnership or other form of joint operation, all of the individuals or entities should sign.

**EXECUTED** by **GROWER**

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|  |  |  |  |  |

Individual Grower (where the Director (where the Grower is a Director/Company Secretary

the Grower is an Individual) a company)

**Sign above Sign above Sign above**

Where the Grower is a partnership or other form of joint operation, all of the individuals or entities should sign.

**SECTION B – DETAILS FOR HORTICULTURE PRODUCE AGREEMENT**

1. **PRICE**

The amount to be determined using the formula [Sales Price less a Margin], where

**Sales Price** means the price at which the Merchant sells the Produce to a third party; and

**Margin** means an amount expressed as a percentage which the Merchant will deduct from the Sale Price when calculated as a gross return to the Grower being not more than 20%.

1. **PAYMENTS *(Clause 4.1(a))***

Payment will be made no later than 30 Business Days from the end of the Week during which the relevant Produce is Delivered to the Merchant.

1. **SPECIFICATIONS (*Clause 5*)**

As at the date of this Schedule being provided to the Grower, the Produce must comply in all respects with:

* FreshSpecs Produce Specifications.

For details of Produce Specifications please refer to either Websites;

BG Brisbane – [www.bgbrisbane.com.au](http://www.bgbrisbane.com.au) or

Fresh Markets Australia Website - [www.freshmarkets.com.au/fresh-specs](http://www.freshmarkets.com.au/fresh-specs)

* Or other specifications notified by the Merchant to the Grower during the term of the HPA.

1. **REPORTING PERIOD (*Clause 4.4)***

|  |  |
| --- | --- |
| Reporting Period: | Saturday – Friday (one week) |
| Statement Period: | Within 30 Business Days from the end of the relevant Reporting Period |

1. **SERVICES (*Clause 4*) –** *Should the Produce supplied under these Terms be subsequently Delivered and*

*sold to the Merchant, the Merchant reserves the right to waive all or part of the charges otherwise applying under*

*these Terms.*

|  |  |
| --- | --- |
| **Type of Service** | **Price (Inclusive of GST)\*** |
| Warehousing | $19.50 (per pallet/per day) |
| Repacking | $3.00 (per package) |
| Delivery | $250.00 (per pallet) |
| Conditioning/ripening | $95.00 (per pallet) |
| Unloading | $12.10 (per pallet) |
| Early Payment (before specified in the HPA) | $25 |
| Inspection Report (for Rejected consignments) | Price as set by Market Information Services |
| MRL & Microbial Testing | Price as set by Freshtest Australia |

# \*GST is payable by the Merchant as applicable.

1. **DISPUTE RESOLUTION (*Clause 14*) & NOTICE DETAILS**

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| **Grower’s Contact** | | | |
| **Name** |  | | |
| **Postal Address** |  | | |
| **Suburb:** | **State:** | **Postcode:** |
| **Phone** |  | | |
| **Fax** |  | | |
| **Email** |  | | |

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| --- | --- | --- | --- |
| **Merchant’s Contact** | | | |
| **Name** | Rachel Savage | | |
| **Postal Address** | PO Box 2 | | |
| **Suburb:** Rocklea | **State:** QLD | **Postcode:** 4106 |
| **Phone** | 07 3915 4531 | | |
| **Fax** | 07 3915 4540 | | |
| **Email** | [rachel@bgbrisbane.com.au](mailto:rachel@bgbrisbane.com.au) | | |

1. **COOLING OFF (*Clause 19*)**

|  |  |
| --- | --- |
| **Cooling off Period** | Number of Days: 7 (please note that the Code requires at least 7 days cooling off to be provided) |

1. **INSURANCE (Clause 2.3) (if applicable)**

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| --- | --- |
| **Insurer** |  |
| Maximum amount of insurance cover provided by the policy in respect of claims that may be made |  |
| Defined events covered by insurance |  |

### If the above table is left blank the Merchant does not hold insurance for Produce required to be

Disclosed for the purposes of the Code.

# SECTION C – INDEPENDENT LEGAL ADVICE

# The Merchant recommends that the Grower seeks independent legal advice in relation to the Horticulture Produce Agreement prior to it being entered into between the Merchant and Grower.