

# **Horticulture Produce Agreement – Merchant**

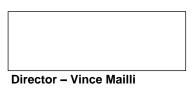
## Schedule

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

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.

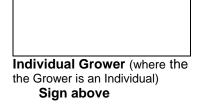
#### **EXECUTED** by the Merchant





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

#### EXECUTED by GROWER







Sign above

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

Sign above

#### 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 30%.

#### 2. 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 received by the Merchant.

#### 3. 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 – <u>www.bgbrisbane.com.au</u> or Fresh Markets Australia Website - <u>www.freshmarkets.com.au/fresh-specs</u>

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

4	REPORTING PERIOD (Clause 4.4)							
Reporting Period: Saturday – I		Saturday – Friday (one week)						
	Statement Period:	Within 30 Business Days from the end of the relevant Reporting Period						

# **5. 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 Informatio	on Services
MRL & Microbial Testing	Price as set by Freshtest Australi	ia

\*GST is payable by the Merchant as applicable.

SHOULD THE PRODUCE SUPPLIED UNDER THESE TERMS BE SUSEQUENTLY DELIVERED AND SOLD TO THE MERCHANT, THE MERCHANT RESERVES THE RIGHT TO WAIVE ALL OR PART OF THE CHAGES OTHERWISE APPLYING UNDER THESE TERMS.

#### 6. DISPUTE RESOLUTION (Clause 14) & NOTICE DETAILS

Grower's Contact					
Name					
Postal					
Address	Suburb:	State:	Postcode:		
Phone					
Fax					
Email					

	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 <pre>rachel@bgbrisbane.com.au</pre>						
Email							

## 7. 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)
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#### 8. INSURANCE (Clause 2.3) (if applicable)

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.