



PERSHOUSE PRODUCE PTY LTD

ABN: 47 054 157 381

trading as Produce Merchants

14th May, 2007

Horticulture Produce Agreement

SCHEDULE

SECTION A - DETAILS OF SUPPLIER

Supplier:			
ABN:			
Warranty:	<p>The supplier listed above is the:</p> <p>(a) Grower of the Produce <input type="checkbox"/></p> <p>(b) Packing House, Co-operative, Marketing Group, Other <input type="checkbox"/></p> <p>If you have selected (b), these terms <u>do not apply</u> and you should contact (insert Business Name).</p> <p>If neither (a) or (b) are selected, a warranty is provided under the terms that the Supplier is the Grower.</p>		
Supplier Contact:			
Postal Address:			
Street Address:			
Telephone:	Bus:	Fax:	Mobile:
E-mail:			
Bank A/c Details	Account Name:	Bank: _____ Branch: _____	
		BSB: _____ A/C No: _____	

SECTION B – DETAILS FOR HORTICULTURE PRODUCE AGREEMENT

INSURANCE (Clause 7)

Insurer	
Maximum amount of claims covered by insurance	
Defined events covered by insurance	

AGREED PRICE (Clause 8)

Type of Produce	Agreed Price (AUD\$)

CLAIMS (Clause 10)

Claims must be received within 10 Business Days from the issue of documentation advising the Purchase Price.

PAYMENTS (Clause 11.a)

Payment will be made no later than 16 Business Days from the end of the Week during which the relevant Produce is received by the Supplier.

REPORTING PERIOD (Clause 13)

Reporting Period	
Date for provision of Statement	

DISPUTE RESOLUTION (Clause 31)

	Name:	Address	Ph	Fax
Supplier's Contact				
Business' Contact				

SECTION C – INDEPENDENT LEGAL ADVICE

STATEMENT – CHOOSE ONE STATEMENT BELOW

For the purposes of Clause 8 of the *Horticulture Code of Conduct* as contained in the *Trade Practices (Horticulture Code of Conduct) Regulations 2006*:

a. **The Supplier obtained legal advice**

The Supplier states that it retained _____ ("Advisor") to act for the Supplier in relation to the Horticulture Produce Agreement to be entered into between the Business and the Supplier ("the Agreement") and have received independent legal advice from the Advisor in relation to the agreement before entering into the Agreement;

OR*

b. **The Supplier did not obtain legal advice**

The Supplier acknowledges that the Business has recommended that the Supplier seeks independent legal advice in relation to the Horticulture Produce Agreement to be entered into between the Business and the Supplier ("the Agreement"). The Supplier warrants to the Business that it has read the Agreement and understands its meaning and effect and, in particular, has a full understanding of the liabilities and obligations of, and implications for, the Supplier's affairs and assets. Accordingly, the Supplier has elected not to obtain legal advice and waives any right or recourse the Supplier may have otherwise had against the Business for not having obtained such advice.

SECTION D - EXECUTION

By signing this schedule I, for and on behalf of and with the authority of the Supplier, agree that I have read and understood the attached Horticulture Produce Agreement and that upon such signing the Supplier will be bound by the terms of it and that a formal contract shall be deemed constituted between the Business and the Supplier despite the Business not having executed the same. By signing this Schedule I also make, for and on behalf of and with the authority of the Supplier, the statement referred to in Section C above

EXECUTED by SUPPLIER

Where Supplier is an Individual

Individual Supplier sign above

Where Supplier is a Company

Director

Director/Company Secretary



PO Box 32
Brisbane Markets Qld 4106

Phone: 07 3379 3034
Fax: 07 3278 2115
Email: anita@pershouse.com.au

BUSINESS NAME: PERSHOUSE PRODUCE PTY LTD

ABN: 47 054 157 381

Trading as Produce Merchants

TERMS OF TRADE

Commencement Date: 14th May, 2007

USE OF THIS DOCUMENT

This Document comprises the Business' Terms of Trade for the purposes of the Horticulture Code of Conduct contained in the Trade Practices (Horticulture Code of Conduct) Regulations 2006 (Cth) (Code).

It sets out the general terms upon which the Business will trade with growers in respect of horticultural produce (as those terms are defined in the Code). Terms not defined in this document have the meaning ascribed to them in the HPA.

HORTICULTURE PRODUCE AGREEMENT PREVAILS

Whilst this Document sets out the Business' general terms of trade, where the Code requires, transactions between growers and the Business must be conducted pursuant to a Horticulture Produce Agreement (HPA). In the event of inconsistency between this Document and the HPA, the HPA prevails to the extent of the inconsistency.

BUSINESS IS A MERCHANT

The Business acts as a merchant for the purposes of the Code.

REQUIREMENTS FOR DELIVERY AND QUALITY OF PRODUCE

Produce supplied to the Business must comply with the following requirements:

1. Prior to delivery, the Supplier must provide documentation that is suitable to the Business that accurately describes the quantity, variety, size, class, description and characteristics of the Produce, including containers;
2. the Produce must be fit for human consumption and comply with any statutory regulations including food safety, packaging and/or labelling;
3. the Supplier must have complied with the Trade Measurement Act 1990 (Old) with respect to the Produce;
4. the Produce must be fit for its purpose;
5. the produce must be packed and presented and comply with the following product specifications including quality and shelf life:
 - a. the Product Specification Requirements that the Business has with respect to Produce (set out below) or any requirements agreed to between the Business and the Supplier (if any); and/or
 - b. if there are none or where the requirements that may be published by the Australian Chamber of Fruit and Vegetable Industries from time to time are not inconsistent with the requirements in paragraph 5.a – the Australian Chamber of Fruit and Vegetable Industries requirements.

The Supplier must not dispatch Produce to the Business that:

- does not comply with the requirements in paragraph 5; or
- has not been solicited by the Business.

CIRCUMSTANCES WHERE THE BUSINESS MAY REJECT PRODUCE

The Business is entitled to reject all or some of the Produce where:

- i) the Supplier does not have all right, title and interest in and to the Produce;
- ii) the Supplier cannot pass title to the Business clear of all encumbrances, claims and other adverse interests;
- iii) the Supplier is not the grower of the Produce;
- iv) the Produce does not comply with paragraphs 1 to 5 above;
- v) within two (2) Business Days following receipt of the Produce by the Business, the Business considers, in its sole discretion, that:
 - a. market conditions in respect of the relevant Produce or generally, are not conducive to procuring an appropriate sale price for the Produce; or
 - b. there is a relative oversupply of the Produce in the market.
- vi) A claim for credit is made following the sale of the Produce by the Business to a third party which is accepted by the Business (Return), due to the Produce not complying with paragraphs i) to iv) above.

REQUIREMENTS WHERE PRODUCE IS REJECTED

The Business may only elect to reject Produce within two Business Days of:

- in the case of paragraphs i) to v) - receipt of the produce;
- in the case of paragraph vi) – the decision to accept the claim for credit.

The Business must immediately give notice to the Supplier of the decision to reject Produce and give notice of the reasons for such rejection within two Business Days after the day that the Business elects to reject the Produce.

Where Produce is rejected, the Business is deemed not to have purchased that Produce and the Supplier is not entitled to the Purchase Price.

PURCHASE PRICE

The Purchase Price for Produce will be:

- where a Supplier has executed the Version 1 of the HPA in respect of Produce – an agreed price determined in accordance with that HPA not later than immediately upon delivery of the Produce;
- where a Supplier has executed the Version 2 of the HPA in respect of Produce – the agreed price set out in the Schedule to the HPA;

PAYMENT OF PURCHASE PRICE

Payment will be made no later than XX Business Days from the end of the Week during which the relevant Produce is received by the Supplier.

INSURANCE

The Business holds the following insurances for Produce:

Insurer	
Maximum amount of claims covered by insurance	
Defined events covered by insurance	[eg fire, theft and accidental damage and other deterioration and/or inherent loss of any kind]

INDEPENDENT LEGAL ADVICE

The Business recommends that Suppliers seek independent legal advice in relation to the HPA prior to it being entered into between the Business and the Supplier.

PRODUCT SPECIFICATION REQUIREMENTS OF THE BUSINESS

For the purposes of paragraph 5.a of the Terms of Trade, the requirements of the Business are as follows:

[insert business' specific product specification and delivery requirements]