

## We have some questions for you

Who do you deal with at Ten Farms? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What produce will you be supplying us? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How would you like to receive your pricing information / remittance

By Email:  to e-mail address as per Schedule – Section A

If different please list: \_\_\_\_\_

By Fax:  to the fax number as per Schedule – Section A

If different please list: \_\_\_\_\_

**If Commonwealth Horticultural levies are applicable to any of your produce (listed above), we are happy to deduct this amount from your remittance and pay on your behalf. Should you pay levies directly, please advise your LRS No.**

Please go ahead and deduct levies

I will pay my own

LRS NUMBER: \_\_\_\_\_

*Sometimes you may participate in the contribution of a voluntary levy within your produce sector which we can arrange to pay on your behalf at your request.*

## Quality Assurance

HARPS (required of supermarket suppliers by January 1, 2019 – as per HPA No. 5.5 (b))

FRESHCARE Food Safety

FRESHCARE Environmental

Which System Do You Use?  SQF

GLOBAL G.A.P

Other

***Please include a copy of your current QA Certificate and MRL Test Results)***

## Horticulture Code

Would you like a counter signed copy of the schedule returned to you for your records

Yes  No

**HORTICULTURE PRODUCE AGREEMENT – MERCHANT**

# Schedule

**Grower Details** **SECTION A**

Grower Trading Name:						
ABN:						
HPA Commencement Date:						
Warranty:	The Grower listed above is the grower of the produce <input type="checkbox"/>					
Grower Contact Name:						
Postal Address:						
	Town		State		Post Code:	
Street Address:						
	Town		State		Post Code:	
Contact Numbers:	Business:		Mobile:			
	Fax:		Other:			
Email:						
Bank Account Details:	Account Name:					
	Bank:		Branch:			
	BSB:		A/C No:			
Mobile number of the merchant the Grower must send electronic acceptance of the Terms of Trade, HPA and this Schedule to:	<b>Anthony Holman</b>		Mobile:	<b>0458 162 833</b>		
			Email:	<b>bananas@tenfarms.com.au</b>		

**1. PRICE**

- An amount agreed in writing between the Merchant and the Grower either before or upon Delivery of the Produce to the Merchant in accordance with clause 3.1(a) of the HPA

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

Payment will be made no later than 28 Business Days from the end of the Week during which the relevant produce is delivered to 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:

- The Produce Specification Requirements (compiled by the Merchant and provided to the Grower)

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

Reporting Period:	Weekly
Statement Period:	Will be no later than 20 business days from the end of the week in which the produce is received from the grower.

**5. SERVICES (Clause 4) *Not Applicable***

Type of Service: <i>(if required please tick corresponding box)</i>		Price: <i>(inclusive of GST) *</i>	
Warehousing	<input type="checkbox"/>	\$	(per pallet / per day)
Repacking	<input type="checkbox"/>	\$	(per package)
Delivery	<input type="checkbox"/>	\$	(per pallet)
Conditioning / Ripening	<input type="checkbox"/>	\$	(per pallet)

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

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.

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

Grower's Contact:	Name:		Phone:	
	Email:		Fax:	
	Address:			
			Suburb	
State:		Post Code:		

Merchant's Contact:	Name:	Anthony Holman	Phone:	0458 162 833
	Email:	<a href="mailto:bananas@tenfarms.com.au">bananas@tenfarms.com.au</a>	Fax:	03 9408 8502
	Address:	Market Box 113, 35 Produce Drive	Suburb:	Epping
	State:	VIC	Post Code:	3076

## 7. COOLING OFF PERIOD (Clause 19)

Cooling off period:	7 Days.
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## 8. INSURANCE (Clause 2.3)

Insurer:	AIG – Cargo Insurance
Maximum amount of cover provided by the policy in respect of claims that may be made:	<b>\$500k</b>
Defined events covered by Insurance:	Fire, theft, accidental damage or damage/deterioration due to refrigeration malfunction



Ten Farms Pty. Ltd  
82-167-443-334

**Independent Legal Advice** **SECTION C**

**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.**

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 GROWER**

X

\_\_\_\_\_  
Where the GROWER is an INDIVIDUAL  
INDIVIDUAL GROWER SECRETARY

X

\_\_\_\_\_  
Where the GROWER is a Company  
DIRECTOR

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**EXECUTED by the MERCHANT**

X

\_\_\_\_\_  
Where the MERCHANT is an INDIVIDUAL  
INDIVIDUAL MERCHANT SECRETARY

X

\_\_\_\_\_  
Where the MERCHANT is a Company  
DIRECTOR

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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