



Horticultural Produce Agreement Terms of Trade

1. When terms of trade apply

These terms of trade set out the terms and conditions on which Smart Berries Pty Ltd (ABN 39 164 122 945) is prepared to trade in horticultural products with growers as required by the Horticultural Code of Conduct (the Code). The Code requires that a trader and grower may only trade in horticultural produce with each other if they have entered into a horticultural produce agreement that complies with the Code.

If the trader and grower agree, these terms of trade may be included in a horticultural produce agreement between the trader and a grower and form part of the terms and conditions of that agreement.

2. Trader's role

The trader is prepared to trade in horticulture produce with a grower as specified in Item 5 of Schedule 1.

3. Delivery requirements

Horticulture produce must be delivered by a grower as specified in Item 6 of Schedule 1.

4. Quality of produce

Unless otherwise agreed, the quality of Horticulture produce provided by a grower must comply with the FreshSpecs standard for class one (or equivalent) produce. The specifications are available at <http://freshmarkets.com.au/fresh-specs/>.

5. Rejection of produce

Horticulture produce supplied by a grower may be rejected if the horticulture produce does not meet the agreed quality requirements described in the FreshSpecs standard for class one produce or the trader has not agreed, in advance, to receive the produce for sale. The trader will immediately notify the grower by telephone, fax, email or other electronic means if it rejects any horticulture produce and will subsequently advise the grower in writing of the rejection and the reasons for the rejection within 2 business days following delivery of the horticulture produce to the trader.

Where the trader rejects the Horticulture produce, the grower is responsible for recovery and/or movement and disposal of the Horticulture produce. Where possible the trader will provide assistance to the grower to move and/or dispose of the rejected Horticultural Produce at the grower's expense.

6. Payment

The trader will pay the grower the proceeds of a sale of the grower's produce by the trader as specified in Item 7 of Schedule 1.

7. Insurance

The trader has insurance in respect of the horticulture produce once the produce is under the trader's control. The insurance held by the trader covers fire, theft and accidental damage (other than deterioration of quality of any other inherent losses).

8. Agent's fees

If the trader is trading as an agent, the agent's fee or commission payable by the grower to the trader will be in accordance with Item 8 of Schedule 1 of the final sale price (ie: after sales / payment discounts) received by the trader. If the grower's horticulture produce is not sold, no agent's fee is payable.

9. Bad debts

If the trader is trading as an agent, the trader will pursue the bad debts of the grower arising from a failure of a person, who has agreed to buy the horticulture produce of the grower through the trader, to pay the trader for some or all of the grower's horticulture produce by the time that payment is required.

10. Levies

Where levies apply to the Horticultural produce, the trader will collect and pay all levies on behalf of the grower unless otherwise specified in Item 9 of Schedule 1. The amount of levies due will be deducted from the payment to the grower and advised in the trader's remittance advice.

11. Trader's contact

Smart Berries Pty Ltd's primary contact person is specified in Item 10 of Schedule 1.

Schedule 1

Item 1	Grower Name:	_____	
Item 2	Grower ABN:	_____	
Item 3	Grower Contacts:	Seller name: _____	Accounts name: _____
		Phone/Fax: _____ / _____	Phone/Fax: _____ / _____
		Email: _____	Email: _____
Item 4	Grower Address':	Business address:	Postal address:
		_____	_____
Item 5	Trader's role:	<input type="checkbox"/> Merchant (a person who purchases horticulture produce from a grower for the purpose of reselling that horticulture produce)	
		<input type="checkbox"/> Agent (a person who sells horticulture produce on behalf of a grower to a person for a commission or fee)	
Item 6	Delivery by grower:	Delivery address: _____	
		Days for delivery: <input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/> ALL	
		Hours for delivery: After: _____ and Before: _____ on the agreed days.	
Item 7	Payment terms:	<input type="checkbox"/> after receipt and acceptance by Trader payment will be within _____ days	
		<input type="checkbox"/> after payment for goods to Trader (Agent) payment will be within _____ days	
		by <input type="checkbox"/> EFT Bank details: BSB: _____ Account: _____	
		Account name: _____	
		or <input type="checkbox"/> SMCS <input type="checkbox"/> Brismark <input type="checkbox"/> MMCS <input type="checkbox"/> FPAA Buyer/Member No: _____	
Item 8	Agent fees: (on Consignment)	<input type="checkbox"/> _____% of the sold price net of customer discounts	
		<input type="checkbox"/> Not applicable	
Item 9	Levies:	<input type="checkbox"/> Trader to deduct and pay levies (where applicable)	
		<input type="checkbox"/> Grower to pay levies. Levies exemption number: _____	
Item 10	FPG Contact: (FPG to complete)	Contact Name: _____	
		Telephone: _____	Facsimile: _____
		Email: _____	

Execution:

Signed for **Grower** by their duly authorised representative:

Signed for **Smart Berries Pty Ltd**:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Smart Berries Finance Team Only

Grower details verified by: _____

Entered to systems on: ____/____/____

Entered to systems by: _____