

Horticultural Produce Agreement

Grower	Merchant	
Grower's Name:	Merchant's Name:	Empro PtyLtd
ABN:	ABN:	90124994574
Address:	Address:	Market City, 280 Bannister Road, Canning Vale WA 6155,
Email:	Email:	admin@empro.com.au
Phone:	Phone:	08 9455 4753

Terms and conditions

1. Agreement

- 1.1 For the Term of this agreement, the Grower agrees to sell, and the Merchant agrees to buy, horticulture produce of the type, quantity, quality and specifications set out in this agreement or as ordered by the Merchant from time to time and confirmed in writing by the Grower, for the price stated in, or calculated in accordance with, this agreement.

2. Term

- 2.1 This agreement will commence on DD-MM-YYYY and will continue until terminated by either party in accordance with Clause 18.

3. Reporting Requirements

- 3.1 For the purposes of this agreement, the Reporting Period is 10 days.
- 3.2 For each Reporting Period, the Merchant will give the Grower a statement specifying the dates of delivery and purchase, quantity, quality and grade of the produce received by the Merchant and the price determined by the method specified in Clause 4.
- 3.3 The Merchant will provide the statement referred to in this clause within 3 days following the end of the Reporting Period.

4. Price

- 4.1 The price that the Merchant will pay the Grower will be either an amount calculated by deduction of 15.00% from the gross overall sale price of the Horticulture Produce delivered to the Merchant or the amount agreed in writing between the Merchant and the Grower within 24 hours after completion of any agreed services, subject to Clause 13 of this agreement.

5. Payment

- 5.1 Subject to clause 13, the Merchant will pay the Grower for the produce delivered and detailed in the Statement described in clause 3 within 28 days of the end of the Reporting Period.
- 5.2 All payments will be made by Electronic funds transfer (EFT) unless otherwise agreed between the Merchant and the Grower.

6. Related Parties

- 6.1 The Grower agrees that the Merchant may sell to related parties.

7. Services

- 7.1 The Grower will deliver the Horticulture Produce to the address of the carrier nominated by the Merchant and the costs of delivery to the Merchant's premises will be paid to the carrier by the Merchant and back-charged to the Grower by deduction at rates which are advised to and agreed by the Grower from time to time.
- 7.2 The Grower will deliver the Horticulture Produce to the address of the carrier nominated by the Merchant and the costs of delivery to the Merchant's premises will be paid by the Merchant.

8. Grower Obligations

- 8.1 Prior to any produce being delivered to the Merchant, the Grower will provide details of Trading entity, address, contact details including valid email address and ABN (if applicable).
- 8.2 The Grower will provide details of the bank account into which all payments will be made by the Merchant as referred to in clause 5.
- 8.3 The Grower will send by fax, email or other electronic means to the Merchant, in advance of delivery, documentation listing (a) the type, variety, quantity, , size/count and grade of the Horticulture Produce in the delivery, and (b) details of the carrier including consignment number, date of arrival, pallet spaces and quantities.

9. Produce Delivery

- 9.1 The Grower will deliver the Horticulture Produce to the Merchant and the costs of delivery will be paid by the Grower unless agreed otherwise by the parties in writing.
- 9.2 For the purposes of this agreement, delivery of Horticulture Produce occurs when (a) it arrives at the premises of the Merchant, and (b) all services specified in Clause 7 have been completed, and (c) when the obligations described in Clause 8 regarding delivery of produce have been met.

10. Produce Type

- 10.1 The Grower will deliver the type of Horticulture Produce as requested by the Merchant from time to time.

11. Produce Quantity

- 11.1 The quantity of Horticulture Produce delivered by the Grower in each delivery must be agreed by the Merchant in advance of the dispatch of each consignment.

12. Produce Quality

- 12.1 Horticulture Produce delivered by the Grower must meet the quality specified by Fresh Markets Australia's FreshSpecs Produce Specifications for each type of produce delivered by the Grower.

13. Produce Rejection

- 13.1 The Merchant may reject that part of the Horticulture Produce delivered by the Grower which fails to satisfy the requirements specified in Clauses 10 to 12.
- 13.2 The Merchant may reject Horticulture Produce under this clause within 24 hours of delivery and notify the Grower of the rejection within 24 hours of the rejection by telephone, fax, email or other electronic means, and subsequently provide details in writing of and the reason for the rejection within 3 days.
- 13.3 Where Horticulture Produce is rejected by the Merchant under this clause, the Merchant may (a) make another arrangement with the Grower for the purchase of the rejected produce, or (b) return the rejected produce to the Grower at the Grower's expense, or (c) redirect the rejected produce to another address as directed by the Grower at the Grower's expense.

14. Title

- 14.1 Title in the Horticulture produce supplied by the Grower will pass to the Merchant subject to Clause 13 on delivery to the Merchant and services described in Clause 7 are complete when the price or the method to calculate the price of the Horticulture Produce has been agreed as specified in Clause 4 of this agreement.

15. Insurance

- 15.1 The Merchant does not hold any insurance policies in relation to Horticulture Produce under the Merchant's control prior to title in the Horticulture Produce passing to the Merchant as specified in Clause 14.

16. Dispute Resolution

- 16.1 In the event there is a dispute with the Merchant under this agreement or the Horticulture Code of Conduct, the Grower should contact Market West at Market City, 280 Bannister Road, Canning Vale WA 6155.

17. Variation

- 17.1 This agreement may only be varied by a further agreement in writing between the Merchant and the Grower which is accepted by the parties and confirmed in writing transmitted by post, fax, email or other electronic means.

18. Termination

18.1 Either party may give the other party four weeks' written notice to terminate this agreement. There is a cooling-off period of 14 days after the Start Date of this agreement during which either party may terminate the agreement.

19. Definitions

19.1 Grower means a person or entity that grows Horticulture Produce for sale and, for the purposes of this agreement, is the party specified on Page 1 of this agreement.

19.2 Merchant means a person or entity that purchases Horticulture Produce from a Grower for the purpose of resale of that produce but does not include exporters or retailers, and for the purposes of this agreement is the party specified on page 1 of this agreement.

19.3 Horticulture Produce means unprocessed fruit, vegetables, nuts, herbs and other edible plants.