

Business name: ISLAND FRESH PRODUCE ABN: 89 743 048 843 Trading as Produce Merchants

Horticulture Produce Agreement

Term of Agreement: 14/05/2007 – 30/06/2007
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 <u>Island Fresh Produce on 03 63 41 1900</u></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 8)

Insurer	NIL INSURANCE
Maximum amount of claims covered by insurance	N/A
Defined events covered by insurance	N/A

PRICE DETERMINATION (Clause 9)

[Note: The following section is not compulsory. Parties do not need to agree on a Purchase Price upon signing this Agreement, however a Purchase Price must be agreed between the parties no later than on delivery of the Produce.]

The Agreed Price for the Produce shall be as follows:

Type of Produce	Agreed Price (AUD\$)

CLAIMS (Clause 11)

Claims must be received within 5 (Five) Business Days from the issue of documentation advising the Purchase Price.

PAYMENTS (Clause 12.a)

Payment will be made no later than 30 (Thirty) business Days from the end of the Month during which the relevant Produce is received by the Business.

REPORTING PERIOD (Clause 14)

Reporting Period	Monthly
Date for provision of Statement	Within 30 (Thirty) Business Days from the end of the relevant Reporting Period

DISPUTE RESOLUTION (Clause 34)

	Name	Address	Phone	Fax
Supplier's Contact				
Business' Contact	Administration Manager	10-16 Merino St. Kings Meadows Launceston 7249	03 63 411900	03 63 411999

SERVICE AGREEMENTS

The following service agreements have been entered into between the parties as at the date of this Agreement:

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/we, for and on behalf of and with the authority of the Supplier, agree that I/we 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/we also make, for and on behalf of and with the authority of the Supplier, the statement referred to in Section C above.

EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED by SUPPLIER

Supplier

Island Fresh Produce (Merchant)

Name (blocks):

Name (blocks):

Dated ____ / ____ / ____

Dated ____ / ____ / ____