



W.A. PRODUCE BROKERS

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MP 10 Market City,
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CANNING VALE W.A 6155
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General Terms and Conditions

1. Use of this Document

This Document comprises Terms of Trade for the purposes of the Horticulture Code of Conduct contained in the *Competition and Consumer (Industry Codes Horticulture) Regulations 2017 (Cth) (Code)*.

It sets out the general terms upon which we will trade with Growers in respect of horticultural produce.

Terms not defined in this document have the meaning ascribed to them in the Horticulture Produce Agreement (HPA).

For specific arrangements the Grower is to refer to their individual HPA agreement. Specific terms may refer to pooling of produce, applicable fees and charges for services provided, reporting and payment processes and dispute resolution mechanisms.

HPA Agreements and Terms of Trade will be negotiated individually

2. Horticulture Produce Agreement Prevails

Whilst this document sets out the general terms of trade, the Code requires transactions to be conducted pursuant to a HPA. In the event of any inconsistency between this document and the HPA, the HPA prevails to the extent of the inconsistency.

3. Requirements for delivery and quality of Produce

Produce supplied must comply with the following requirements:

- (a) prior to delivery, the Grower must provide documentation that is suitable and accurately describes the quantity, variety, size, class, description and characteristics of the Produce, including containers;
- (b) the Produce must be fit for human consumption and comply with any statutory regulations or applicable laws including laws or regulations relating to food safety, packaging and/or labelling;
- (c) the Grower must have complied with the *National Measurement Act 1960 (Cth)* and *National Trade Measurement Regulations 2009 (Cth)* as amended from time to time with respect to the Produce;
- (d) the Produce must be fit for its purpose; and
- (e) the Produce must be packed, presented and comply with the following product specifications including quality and shelf life:
 - (1) the Produce Specification Requirements provided to the Grower or otherwise agreed in writing with the Grower in accordance with the HPA (if any); and/or
 - (2) if there are no requirements agreed pursuant to clause 3(e)(1), the FreshSpecs Produce Specifications.

The Grower must not Deliver Produce that does not comply with the requirements in clause 3, and has not been solicited where a HPA has not been accepted in writing by the Grower.

4. Circumstances where Produce may be rejected

- (a) the Grower does not have all right, title and interest in and to the Produce;
- (b) the Grower cannot pass title clear of all encumbrances, claims and other adverse interests;

- (c) the Grower is not the grower of the Produce;
 - (d) the Produce does not comply with clauses 3(a) to 3(e) above; or
 - (e) a claim for credit is made following the sale of the Produce to a third party which is accepted (**Return**), due to the Produce not complying with paragraphs 4(a) to 4(d) above.
- or
- (f) entitlement to claim a credit, for produce that has been purchased whether or not it has been on sold to a third party in accordance with the HPA

5. Requirements where produce is rejected

Produce may be rejected within 2 Business Days of:

- (a) in the case of clauses 4(a) to 4(d) – Delivery of the Produce;
- (b) in the case of clause 4(e) to 4(f) – the decision to accept the claim for credit.

Within 48 hours give notice to the Grower of the decision to reject Produce and give notice of the reasons for such rejection within the set Business Day period.

6. Payment of Sale Proceeds

Payment of the Sale Proceeds and any Additional Fees will be made within 14 Business Days from the end of the Week during which a Sale is made to a third party buyer. But will not exceed 30 days.

7. Insurance

Insurance for Produce;

Public Liability: - \$20,000.000

8. Independent Legal Advice

Independent legal advice in relation to the HPA prior to it being entered is advised.

9. Changes to Terms of Trade

Terms of Trade may be amended in accordance with the requirements of the Code.

10. Grower Acknowledgement

The Grower acknowledges that it must not supply any Produce without having accepted the HPA in writing

