

TERMS OF TRADE

AllStates Fruit & Veg Merchants

(Under the terms of the Trade Practices (Horticulture Code of Conduct) Regulations 2006 (TPR 2006)
Ref : www.frl.gov.au for more information

Definition: Words in this document and Agent and Merchant agreements shall have the same meaning as words in the TPR 2006 above.

1. AllStates is prepared to trade as an **Agent** and a **Merchant** as agreed with the Grower, to sell the Grower's produce, delivered to Market City or other destination as advised, until further notice provided that at least 24 hours notice is given by the Grower prior to the delivery.
2. When acting as an Agent, commission shall be paid on all produce sold at a specified percentage of the sale price after any costs necessary to bring the produce to a saleable condition and any delivery costs have been deducted.
3. By law, 10% GST will be charged on all commissions paid by growers. This will be paid to the taxation department and can be claimed on the BAS return by all GST registered suppliers.
4. On arrival at the designated delivery point the produce will become the responsibility of AllStates Fruit & Veg Merchants. All Stock is insured at the market price of the day by QBE INSURANCE (AUST) LTD to a maximum amount of \$200,000 for fire, theft and accidental damage.
5. Delivery shall occur when the produce is received by Allstates. It is a requirement that delivery be made during the normal business hours of Allstates and that the grower gives Allstates at least 24 hours notice prior to delivery.
6. Quality of produce delivered shall be in accordance with the specifications published by the Australian Chamber of Fruit and vegetable Industries (Freshspecs). Allstates reserves the right to accept produce of a lesser standard at its own discretion.
7. As an Agent, AllStates will provide a statement (clause 20 of the TPR 2006) to their growers three times per week, commencing from the receipt of the produce (the Reporting Period).
8. All Federal, State and voluntary charges (e.g.levies) relating to the produce concerned will be deducted from the net price paid.
9. As an Agent, payment will be made within 14 days from the completion of the week in which the produce was sold and as a Merchant, payment will be made within 14 days of the of the completion of the week in which the produce was sold.



AllStates

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10. Produce may be rejected by Allstates or a third party buyer when:
The quality of inspected produce is not in accordance with the specifications published by the Australian Chamber of Fruit and Vegetable industries (Freshspecs)
OR
The produce is not fit for human consumption
OR
The produce does not comply with statutory health, food safety or packaging regulations
OR
The produce is not of a type or quantity requested by Allstates
OR
The produce is not of a specification acceptable to the market conditions prevailing at time of inspection e.g. colour markedly different from similar product available in the market.
OR
The required 24 hour notice of delivery has not been given.
OR
The produce is not delivered to the designated delivery point.
11. Any rejection of produce and the consequences of the rejection will be advised by telephone, fax or e-mail at the time of inspection and followed up in writing within 48 hours of inspection stating the reasons for rejection. The rejected produce will be disposed of or returned in accordance with the grower's instructions at the grower's expense. Failure by the grower to provide such instructions within 48 hours will result in destruction or return of produce at Allstates' discretion at the grower's cost.
12. Horticultural Produce Agreements will be operative from signing until further notice. Either party may terminate the agreement within the 14 day cooling off period and thereafter by giving 7 days notice in writing to the other party. Horticultural Produce Agreements may be varied by agreement in writing at any time provided that the new agreement does not conflict with the Horticultural Code.
- 12. Independent Legal Advice:** Growers will be asked to obtain independent legal advice about the agreements before signing.
13. In the event of a bad debt arising the Agent will pursue the debtor without cost to the grower and bear the full loss of the bad debt.
14. Growers can visit AllStates, by appointment and discuss in detail the day to day sales of their produce, e.g. sales price, handling, storage etc. by contacting the General Manager (the Merchant Contact) at the above address by phone, fax, e-mail or mail.

