



## **Terms of Trade**

**Omega Fresh Pty Ltd**

### **When terms of trade apply**

1. These terms of trade set out the terms and conditions on which Omega Fresh is prepared to trade in horticultural products with growers as required by the Horticultural Code of Conduct.
2. 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.
3. If Omega Fresh and the grower agree, these terms of trade may be included in a horticultural produce agreement between Omega Fresh and a grower and form part of the terms and conditions of that agreement.

### **Trader's role**

4. Omega Fresh is prepared to trade in horticulture produce with a grower as an Agent and as a Merchant. When trading as an Agent the grower will receive full transparency.

### **Delivery requirements**

5. Prior to delivery, the supplier must provide documentation that accurately describes the quantity, type of container, variety, size, class and description of the produce.

### **Quality of Produce**

6. Horticulture produce provided by a grower must be good quality, fit for human consumption and comply with any statutory regulations including food safety, packaging, labeling and weights and measures.

### **Rejection of produce**

7. Horticulture produce supplied by a grower may be rejected if the horticulture produce does not meet the agreed quality requirements described above.
8. Omega Fresh 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 3 days following delivery of the horticulture produce to the trader.
9. The consequences of Omega Fresh rejecting the horticulture produce are that the produce will be held pending notification to the grower.

### **Payment**

10. If Omega Fresh is trading as an agent, they will pay the grower the proceeds of a sale of the grower's produce by the agent within 28 days.
11. If Omega Fresh is trading as a merchant, they will pay the grower for the horticulture produce within 28 days.

### **Insurance**

12. There is no insurance of produce.

### **Agent's fees**

13. If Omega Fresh is trading as an agent, the agent's fee or commission payable by the grower to them will be calculated on a percentage basis.
14. If the grower's produce is not sold then the grower may be charged a handling fee.

### **Bad debts**

15. If Omega Fresh is an agent, they will pursue the bad debts of the grower arising from a failure of a person who has agreed to buy the produce of the grower through them, to pay Omega Fresh for some or all of the grower's produce by the time that payment is required.
16. Omega Fresh reserves the right to deduct the bad debt from the grower.