



Fruit & Vegetable Supply (NSW) Pty Ltd

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PO Box # 537, SYDNEY MARKETS, NSW, 2129

Horticulture Produce Agreement – Merchant

Schedule

SECTION A – GROWER DETAILS

Company Name (Legal Entity)			
ABN:			
Commencement Date of HPA:			
Warranty:	The Grower listed above is the grower of the Produce <input type="checkbox"/>		
Contact Name:			
Postal Address:			
Delivery Address:			
Telephone:	Bus:	Fax:	Mobile:
Email:			
Bank Account Details:	Bank: _____ Branch: _____		
	BSB: _____ A/C No: _____		
Levy's to be deducted	Yes <input type="checkbox"/> No <input type="checkbox"/> LRS Number: _____ (If no, please provide a levy exemption Form or LRS account number)		
Please provide copies of the following documentation	HACCP / SQF / FRESHCARE <input type="checkbox"/> MRL Testings <input type="checkbox"/>		
CHEP Transactions	<input type="checkbox"/> Exchange <input type="checkbox"/> Direct CHEP Transfer		
	<input type="checkbox"/> Via Unloaders (Transfer on) <input type="checkbox"/> Other _____		
	CHEP Account Number: _____		
Mobile number of Merchant that the Grower must send electronic acceptance of the terms of the Terms of trade, HPA and this Schedule to:	042 777 3618		

By signing or accepting of this Schedule in writing I/we, for and on behalf of and with the authority of the Grower, agree that I/we have read and understood the attached Horticulture Produce Agreement and that upon such signing or acceptance of the Horticulture Produce Agreement the

Grower will be bound by the terms of it, this Schedule and any relevant Terms of Trade and that a formal contract shall be deemed constituted between the Merchant and the Grower. By signing or acceptance of this Schedule, I/we also acknowledge, for and on behalf of and with the authority of the Grower, the recommendation set out in Section C below.

EXECUTED by the Merchant

Where the Merchant is a Company

Director

Director

Director

Where the Merchant is a partnership or other form of joint operation, all the individuals or entities should sign.

EXECUTED by GROWER

Where Grower is an Individual

Individual Grower

Where Grower is a Company

Director

Director/Company Secretary

Where the Grower is a partnership or other form of joint operation, all the individuals or entities should sign.

SECTION B – DETAILS FOR HORTICULTURE PRODUCE AGREEMENT

1. PRICE

The amount agreed by the Merchant and Grower in writing being

No	Produce	Price \$	No	Produce	Price \$
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

2. PAYMENTS (Clause 4.1(a))

Payment will be made within 35 Days from the end of the Week during which the relevant Produce is delivered to the Merchant.

3. SPECIFICATIONS (Clause 5)

As at the date of this Schedule being provided to the Grower, the Produce must comply in all respects with:

- FreshSpecs Produce Specifications.

REPORTING PERIOD (Clause 4.4)

Reporting Period:	Three calendar Months in which the Merchant purchased produce from the Grower
Statement Period:	Within 30 Business Days from the end of the relevant reporting Period

4. SERVICES (Clause 4)

Type of Service (if required please tick corresponding box)	Price (Inclusive of GST)*
<input type="checkbox"/> Warehousing	NA (per pallet/per day)
<input type="checkbox"/> Repacking	NA (per hour)
<input type="checkbox"/> Delivery	NA (per pallet within markets)
<input type="checkbox"/> Conditioning/ripening	\$ N/A (per pallet)
<input type="checkbox"/> [insert other as required]	\$ N/A
<input type="checkbox"/> [insert other as required]	\$ N/A

*GST is payable by the Merchant as applicable.

Should the Produce supplied under these Terms be subsequently Delivered and sold to the Merchant, the Merchant reserves the right to waive all or part of the services charges otherwise applying under these Terms.

5. DISPUTE RESOLUTION (Clause 14) & NOTICE DETAILS

	Name	Address	Phone	Email and Fax
Grower's Contact:				
Merchant's Contact:	Carlo Trimboli	Shed B, Stand 114-116, SYDNEY MARKETS, NSW	0400247571	carlo@samsonsfuit.com.au

6. COOLING OFF (Clause 19)

Cooling off Period	Number of Days: 7
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INSURANCE (Clause 2.3) (if applicable)

Insurer	CGU Insurance Limited				
Maximum amount of insurance cover provided by the policy in respect of claims that may be made	\$20,000,000				
Defined events covered by insurance		Stand 1	B Shed	Plaza	M1
	Contents	\$150,000	\$200,000	\$50,000	-
	Stock	\$20,000	\$20,000	-	\$300,000
	Theft & Money	-	\$20,000	-	\$25,000
	Product Liability	\$20,000,000	-	-	-
	Public Liability	\$20,000,000	-	-	-

SECTION C – INDEPENDENT LEGAL ADVICE

The Merchant recommends that the Grower seeks independent legal advice in relation to the Horticulture Produce Agreement prior to it being entered into between the Merchant and Grower.