

Produce Oz By Jensens

Jenica Pty Ltd. ATF The Jensen Family Trust
ABN 84 190 611 988

PO Box 252, Brisbane Markets QLD 4106

Phone (07) 3716 0555

Email accounts@jensens.net.au

www.jensens.net.au



HORTICULTURE PRODUCE AGREEMENT – MERCHANT

| Schedule | | |
|--|-------------------------------|---|
| SECTION A – DETAILS OF GROWER | | |
| Grower: | | |
| ABN: | | |
| Commencement of Date of HPA: | | |
| Warranty: | | |
| Grower Contact: | | |
| Postal Address: | | |
| Street Address: | | |
| Telephone: | | |
| Email: | | |
| Bank A/c Details: | Account Name: | Bank: _____ Branch: _____ BSB: _____ A/C No: _____ |
| Mobile number of Merchant that the Grower must send electronic acceptance of the terms of the Terms of Trade, HPA and this Schedule to: | (insert mobile number) | |

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 an Individual | Where the Merchant is a Company | |
|--|--|-----------------------------------|
| | | |
| Individual Merchant Sign above | Director | Director/Company Secretary |

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

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EXECUTED by the Grower

| Where the Grower is an Individual | Where the Grower is a Company | |
|-----------------------------------|-------------------------------|----------------------------|
| | | |
| Individual Grower Sign above | Director | Director/Company Secretary |

Where the Grower is a partnership or other form of joint operation, all of 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 \$_____
- An amount to be agreed between the Merchant and Grower in writing either before, or immediately upon Delivery of the Produce to the Merchant in accordance with clause 3.1 (a) of the HPA; less any levies applicable. (Levies can only be waived if we are provided with a Levy Exemption Certificate)
- The amount to be determined using the formula [Sales Price less a Margin], where **Sales Price** means the price at which the Merchant sells the Produce to a third party; and **Margin** means an amount expressed as a percentage which the Merchant will deduct from the Sale Price when calculated as a gross return to the Grower being not more than 15% less any levies applicable. (Levies can only be waived if we are provided with a Levy Exemption Certificate)
- [insert other method if the Merchant wishes to use a method to determine price we recommend that the Merchant obtain individual legal advice to determine whether the method used works in the context of the HPA]

2. PAYMENTS (Clause 4.1 (a))

Payment will be made no later than 28 Business Days from the week end of the receipt of the stock.

3. SPECIFICATIONS (Clause 5)

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

- The Produce Specification Requirements (compiled by the Merchant and provided to the Grower); or
 - FreshSpecs Produce Specifications.
- Or such other specifications notified by the Merchant to the Grower during the term of the HPA.

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REPORTING PERIOD (Clause 4.4)

| | |
|--------------------------|---|
| Reporting Period: | |
| Statement Period: | Within 21 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 | \$ (per pallet/per day) |
| <input type="checkbox"/> Repacking | \$ (per package) |
| <input type="checkbox"/> Delivery | \$ (per pallet) |
| <input type="checkbox"/> Conditioning/ripening | \$ (per pallet) |
| <input type="checkbox"/> Insert other as required | \$ |
| <input type="checkbox"/> Insert other as required | \$ |

*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 charges otherwise applying under these Terms.

5. DISPUTE RESOLUTION (Clause 14) & NOTICE DETAILS

| | Name | Address | Phone | Email |
|-----------|------|---------|-------|-------|
| Growers | | | | |
| Contact: | | | | |
| Merchants | | | | |
| Contact: | | | | |

6. COOLING OFF (Clause 19)