



FRUITORAMA (SA) PTY. LTD. A.C.N. 007 716 378 A.B.N 27 007 716 378

HORTICULTURE PRODUCE AGREEMENT (SHORT FORM)

BETWEEN: _____ FRUITORAMA (SA) PTY LTD _____ ABN: 27 007 716 378 _____ (FRUITORAMA (SA) P/L)

AND _____ ABN: _____ (the Grower)

General

- A. This agreement details the arrangements under which FRUITORAMA (SA) P/L trading as a merchant will purchase horticultural produce ('produce') from the Grower. FRUITORAMA (SA) P/L's Terms of Trade form part of this agreement.
- B. This Agreement only applies to horticulture produce that is ready and available for resale at a reasonable price to a third party. Any horticulture produce that requires any additional services by FRUITORAMA (SA) P/L to ensure that the Produce is ready and available for resale at a reasonable price to a third party, such as but not limited to ripening, storing, repacking or sorting, will be subject to a separate agreement.

Termination

This agreement is effective from the date below and remains in effect until either party gives seven (7) days written notice of termination. It shall not be changed unless agreed in writing and signed by both parties.

FRUITORAMA (SA) P/L agrees:

- To purchase produce from the Grower at a price agreed in writing on delivery net Adelaide.
- To pay the Grower the agreed net price within _____ days after the end of the week that the produce is accepted.
- To advise the Grower of any problem or discrepancy with the produce within two (2) Business Days after each produce shipment is received or a problem with a shipment becomes evident or, where produce requires conditioning, at the completion of conditioning. Should Storage and conditioning charges apply these can be agreed pre sale of produce.
- To promptly answer any concerns or deal with any complaints from the Grower in accordance with FRUITORAMA (SA) P/L's internal dispute resolution procedure (please refer to dispute resolution document on our website for more detail).
- The reporting and statement periods will be weekly at the time of payment for each week's consignments.

The Grower agrees to:

- Advise FRUITORAMA (SA) P/L by fax or phone on dispatching each produce shipment.
- Provide accurate details in writing of each produce shipment upon dispatch.
- Advise FRUITORAMA (SA) P/L of any produce that does not comply with the FreshSpecs Produce Specifications, which are available on www.freshmark.com.au/FreshSpec/freshspecs.html. Produce not complying with the specification and not advised by the Grower may be rejected.
- Advise FRUITORAMA (SA) P/L in writing of any concerns or complaints. (If a price issue; within seven (7) days from the date of agreeing the purchase price. If a quality issue; within seven (7) days from the date of notification of the quality issue.)
- Use FRUITORAMA (SA) P/L's internal dispute resolution procedure (please refer to dispute resolution document on our website for more detail).

Legal Advice

The Grower acknowledges that FRUITORAMA (SA) P/L told the Grower, before this Agreement was entered into, that the Grower should seek independent legal advice about this Agreement and the Grower hereby states the Grower either:

- (a) received independent legal advice about this Agreement prior to entering into it; or
- (b) decided not to seek that advice. *(the Grower to strike out (a) or (b) as applicable)*

Contacts:

The contact persons for disputes will be:

Merchant: Nicholas Pseudos Ph: 08 8349 6055. Fax: 08 8349 5932. Mob: 0407 727 305 Email: npseudos@fruitorama.com.au
Store 30, Adelaide Produce Market, Diagonal Road, POORAKA SA 5095

Grower: _____ Ph: _____

Dated _____ 20__

Signed on behalf of _____ (FRUITORAMA (SA) P/L)

By its duly appointed officer _____ (signature)

Signed on behalf of _____ (the Grower)

By its duly appointed officer _____ (signature)