A.B.N. 67 137 512 951

Warril Pty Ltd trading as

Franklin Bros

Railing 127, Block D, Brisbane Market

P.O.Box 242 Brisbane Market QLD 4106

Ph:

**07 3379 5944**

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**Horticulture Produce Agreement – Merchant**

Schedule

|  |
| --- |
| **SECTION A – DETAILS OF GROWER** |
| **Grower:** |  |
| **ABN:** |  |
| **Commencement of Date of HPA:** |  |
| **Warranty:** | The Grower listed above is the grower of the Produce [ ]  |
| **Grower Contact:** |  |
| **Postal Address:** |  |
| **Street Address:** |  |
| **Telephone:** | **Bus:**  | **Fax:**  | **Mobile:**  |
| **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:** | **Cathryn Alston** | 0418 720471 |

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 Where the Merchant

**an Individual is a Company**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | **Cathryn Alston** |  |  |

Individual Merchant Director Director/Company Secretary

sign above

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

**EXECUTED** by **GROWER**

###### Where Grower is Where Grower

**an Individual is a Company**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

Individual Grower Director Director/Company Secretary

**sign above**

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; or

[x]  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%

[ ]  [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]

1. **PAYMENTS *(Clause 4.1(a))***

Payment will be made no later than 15 Business Days from the end of the Week during which the relevant Produce is Delivered to the Merchant.

1. **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.

1. **REPORTING PERIOD (*Clause 4.4)***

|  |  |
| --- | --- |
| Reporting Period: | As per remittance |
| Remittance Period: | Within 15 Business Days  |

1. **SERVICES (*Clause 4*)**

|  |  |
| --- | --- |
| **Type of Service**(if required please tick corresponding box) | **Price (Inclusive of GST)\*** |
| [ ]  Warehousing  | $ (per pallet/per day) |
| [ ]  Repacking  | $ (per package) |
| [ ]  Delivery  | $ (per pallet) |
| [ ]  Conditioning/ripening  | $ (per pallet) |
| [ ]   **[insert other as required]**  | $ |
| [ ]   **[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.

1. **DISPUTE RESOLUTION (*Clause 14*) & NOTICE DETAILS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Name** | **Phone** | **Fax** | **Email and Fax** |
| **Grower’s Contact:** |  |  |  |  |
| **Merchant’s Contact:** | **Cathryn Alston** | **0418720471** | **0732785822** | **cathryn@franklinbros.com.au** |

1. **COOLING OFF (*Clause 19*)**

|  |  |
| --- | --- |
| **Cooling off Period** | Number of Days: 7 (please note that the Code requires at least 7 days cooling off to be provided) |

1. **INSURANCE (Clause 2.3) (if applicable)**

|  |  |
| --- | --- |
| **Insurer** | N/A |
| Maximum amount of insurance cover provided by the policy in respect of claims that may be made |  |
| Defined events covered by insurance |  |

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.