



Horticulture Produce Agreement – Merchant

Schedule

SECTION A – DETAILS OF GROWER

Grower:			
ABN:			
Commencement Date of HPA:			
Warranty:	The Grower listed above is the grower of the Produce <input type="checkbox"/>		
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:			

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

Individual Merchant sign above

Where the Merchant is a Company

Director

Director/Company Secretary

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
an Individual**

**Individual Grower
Secretary
sign above**

**Where Grower
is a Company**

Director

Director/Company

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
- 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 **XX%**
- [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 **XX** Business Days from the end of the Week during which the relevant Produce is received by 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:

- 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.

4. REPORTING PERIOD (Clause 4.4)

Reporting Period:	XX
Statement Period:	XX

5. 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)

*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.

6. DISPUTE RESOLUTION (Clause 14) & NOTICE DETAILS

	Name	Address	Phone	Email and Fax
Grower's Contact:				
Merchant's Contact:	Mathew McAllister	Building H1, Brisbane Markets South Gate, 250 Sherwood Road, Rocklea 4106	0427 917 248	mathew.mcallister@greenendeavour.com.au

7. 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)
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8. INSURANCE (Clause 2.3(f)) (if applicable)

Insurer	
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.

