



ROSS & CO FRUIT & VEGETABLES PTY LTD

ABN: 14 009 689 507

trading as Produce Merchants

14 MAY 2007

Horticulture Produce Agreement

SCHEDULE

SECTION A - DETAILS OF SUPPLIER

Supplier:			
ABN:			
Warranty:	<p>The supplier listed above is the:</p> <p>(a) Grower of the Produce <input type="checkbox"/></p> <p>(b) Packing House, Co-operative, Marketing Group, Other <input type="checkbox"/></p> <p>If you have selected (b), these terms <u>do not apply</u> and you should contact (insert Business Name).</p> <p>If neither (a) or (b) are selected, a warranty is provided under the terms that the Supplier is the Grower.</p>		
Supplier Contact:			
Postal Address:			
Street Address:			
Telephone:	Bus:	Fax:	Mobile:
E-mail:			
Bank A/c Details	Account Name:	Bank: _____ Branch: _____	
		BSB: _____ A/C No: _____	

SECTION B – DETAILS FOR HORTICULTURE PRODUCE AGREEMENT

INSURANCE (Clause 7)

Insurer	NOT APPLICABLE
Maximum amount of claims covered by insurance	NOT APPLICABLE
Defined events covered by insurance	NOT APPLICABLE

CLAIMS (Clause 10)

Claims must be received within 7 Business Days from the issue of documentation advising the Purchase Price.

PAYMENTS (Clause 11.a)

Payment will be made no later than 28 Business Days from the end of the Week during which the relevant Produce is received by the Supplier.

REPORTING PERIOD (Clause 13)

Reporting Period	The calendar month in which the Business purchased produce from the Supplier
Date for provision of Statement	Within 28 Business Days from the end of the relevant Reporting Period

DISPUTE RESOLUTION (Clause 33)

	Name:	Address	Ph	Fax
Supplier's Contact				
Business' Contact	Ross Caltabiano John Misuraca Alex Lazarou	Fruit Vegetables Finance/Admin.	07 3379 3043	07 3379 4134

SECTION C – INDEPENDENT LEGAL ADVICE

STATEMENT – CHOOSE ONE STATEMENT BELOW

For the purposes of Clause 8 of the *Horticulture Code of Conduct* as contained in the *Trade Practices (Horticulture Code of Conduct) Regulations 2006*:

a. **The Supplier obtained legal advice**

the Supplier states that it retained _____ ("Advisor") to act for the Supplier in relation to the Horticulture Produce Agreement to be entered into between the Business and the Supplier ("the Agreement") and have received independent legal advice from the Advisor in relation to the agreement before entering into the Agreement;

OR*

b. **The Supplier did not obtain legal advice**

the Supplier acknowledges that the Business has recommended that the Supplier seeks independent legal advice in relation to the Horticulture Produce Agreement to be entered into between the Business and the Supplier ("the Agreement"). The Supplier warrants to the Business that it has read the Agreement and understands its meaning and effect and, in particular, has a full understanding of the liabilities and obligations of, and implications for, the Supplier's affairs and assets. Accordingly, the Supplier has elected not to obtain legal advice and waives any right or recourse the Supplier may have otherwise had against the Business for not having obtained such advice.

SECTION D - EXECUTION

By signing this Schedule I, for and on behalf of and with the authority of the Supplier, agree that I have read and understood the attached Horticulture Produce Agreement and that upon such signing the Supplier will be bound by the terms of it and that a formal contract shall be deemed constituted between the Business and the Supplier. By signing this Schedule I also make, for and on behalf of and with the authority of the Supplier, the statement referred to in Section C above.

EXECUTED by the BUSINESS

Director
Date: _____

Director/Company Secretary
Date: _____

EXECUTED by SUPPLIER

Where Supplier is an Individual

Individual Supplier
Date: _____
sign above

Where Supplier is a Company

Director
Date: _____

Director/Company Secretary
Date: _____