



Business name: Freshmax Australia Pty. Ltd.  
 ABN: 57 124 947 824  
 Trading as Produce Merchants

Commencement Date 15/10/2007

**Horticulture Produce Agreement**

**SCHEDULE**

**SECTION A - DETAILS OF SUPPLIER**

<b>Supplier:</b>			
<b>ABN:</b>	_____ - _____ - _____ - _____		
<b>Warranty:</b>	<p><b>The supplier listed above is the:</b></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><b>If you have selected (b), these terms <u>do not apply</u> and you should contact Freshmax</b></p> <p><b>If neither (a) or (b) are selected, a warranty is provided under the terms that the Supplier is the Grower.</b></p>		
<b>Supplier Contact:</b>			
<b>Postal Address:</b>			
<b>Street Address:</b>			
<b>Telephone:</b>	<b>Bus:</b>	<b>Fax:</b>	<b>Mobile:</b>
<b>E-mail:</b>			
<b>Bank Details</b>	<b>Account Name:</b>		
	<b>Bank</b>	_____	
	<b>BSB:</b>	_____ - _____	
	<b>Account No:</b>	_____	

## SECTION B – DETAILS FOR HORTICULTURE PRODUCE AGREEMENT

### INSURANCE (Clause 8)

	<b>Freshmax - Insurer</b>
Maximum amount of claims covered by insurance	Industrial Special Risk Policy (850k total) <b>LUMLEY INSURANCE</b>
Defined events covered by insurance	Machinery Breakdown along with basic fire, theft and or accidental damage. <b>Lumley Insurance</b>

### PRICE DETERMINATION (Clause 9)

A purchase price is to be agreed between the parties no later than on delivery of the produce.

The Agreed Price for the Produce listed below shall be as follows:

Type of Produce - list the produce you will supply under this Agreement	Agreed Price (AUD\$)
	A purchase price is to be agreed between the parties no later than on delivery of the produce
All horticultural produce supplied to Freshmax	

### CLAIMS (Clause 11)

Claims must be received within 7 Business Days upon receipt of documentation advising the Purchase Price.

### PAYMENTS (Clause 12.a)

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

### REPORTING PERIOD (Clause 14)

<b>Reporting Period</b>	Weekly
<b>Date for provision of Statement</b>	No later than 15 Business Days from the end of the Week during which the relevant Produce is received from the Supplier.

### DISPUTE RESOLUTION (Clause 34)

	Name	Address	Phone	Fax
<b>Supplier's Contact</b>				
<b>Business' Contact</b>	Mark Leng	Melbourne Market	M: 0409 499 397	(03) 6988 5511



		Stores 111- 120		
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**SERVICE AGREEMENTS**

The following separate Service Agreements have been entered into between the parties as at the date of this Agreement.

Please note: A separate Services Agreement is ONLY REQUIRED where you engage Freshmax to provide 'services' only (not selling) eg storage, re-packing, delivery, ripening etc.

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**SECTION C – INDEPENDENT LEGAL ADVICE **\*\*this section must be completed\*\*****

**STATEMENT – CHOOSE ONLY ONE STATEMENT BELOW - by circling option A \*OR\* option B**

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/we, for and on behalf of and with the authority of the Supplier, agree that I/we 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 despite the Business not having executed the same. By signing this Schedule I/we also make, for and on behalf of and with the authority of the Supplier, the statement referred to in Section C above.

**EXECUTED AS A DEED POLL  
SIGNED SEALED AND DELIVERED by SUPPLIER**

**Where Supplier is an Individual**

**Individual Supplier - sign above**

\_\_\_\_\_  
**date**

**Witness - sign above**

**Name** \_\_\_\_\_

\_\_\_\_\_  
**date**

**Where Supplier is a Company**

**Director  
sign above**

\_\_\_\_\_  
**date**

**AND**

**Director/Secretary**

\_\_\_\_\_  
**date**

**Signed for Freshmax**

\_\_\_\_\_  
**date**