



Tropicana Banana Pty Ltd - Upper Daradgee Packhouse
ABN:73103799659
Address: 445 Upper Dardagee Road, Upper Daradgee, QLD 4860
(Merchant)

Terms of Trade - Merchant

1. Use of this Document

This Document comprises the Merchant Terms of Trade for the purposes of the Horticulture Code of Conduct contained in the *Competition and Consumer (Industry Codes - Horticulture) Regulations 2017 (Cth) (Code)*.

For specific arrangements between the Merchant and Grower only please refer to the Horticulture Produce Agreement (**HPA**).

2. Horticulture Produce Agreement Prevails

Whilst this document sets out the Merchant's general terms of trade, the Code requires transactions between a Grower and the Merchant to be conducted pursuant to a HPA. In the event of any inconsistency between this document and the HPA, the HPA prevails to the extent of the inconsistency.

3. Merchant is a Merchant

The Merchant acts as a Merchant and is only prepared to trade as a Merchant for the purposes of the Code.

4. Requirements for delivery and quality of Produce

Produce supplied to the Merchant must comply with the following requirements:

- (a) prior to delivery, the Grower must provide documentation that is suitable to the Merchant that accurately describes the quantity, variety, size, class, description and characteristics of the Produce, including containers;
- (b) the Produce must be fit for human consumption and comply with any statutory regulations or applicable laws including laws or regulations relating to food safety, packaging and/or labelling; and
- (c) the Produce must be packed, presented and comply with the Tropicana Banana specifications.

5. Requirements where produce is rejected

Where Produce is rejected, the Merchant is deemed not to have accepted that Produce, the Grower will retain title and risk in the Produce and the Grower is not entitled to the Purchase Price.

6. Purchase Price and Additional Fees

The Purchase Price for Produce as well as Additional Fees for actions performed by the Merchant for the benefit of the Grower will be set out in the HPA which is required to be accepted in writing by the Grower.

7. Payment of Purchase Price and Additional Fees

The timing and method of Payment of the Purchase Price, Agreed Price or any other Additional Fees is detailed in the HPA.

8. Independent Legal Advice

The Merchant recommends that Growers seek independent legal advice in relation to the HPA prior to it being entered into between the Merchant and the Grower.

9. Changes to Terms of Trade

The Merchant may from time to time amend these Terms of Trade in accordance with the requirements of the Code.

10. Grower Acknowledgement

The Grower acknowledges that it must not supply any Produce to the Merchant without having accepted the HPA in writing.

Unless a Grower has entered into a HPA with the Merchant, the Merchant will have no obligations of any kind to the Grower in respect of Produce despatched by the Grower to the Merchant.