

# Terms of Trade

## Beemart Enterprises Pty. Ltd

ABN 95 640 736 107

### **(A) Use of this Document**

This document comprises Beemart Enterprises PTY.LTD. ( the Merchant) Terms of Trade for the purposes of the code.

It sets out the general terms upon which the Merchant will trade with growers in respect of Horticulture Produce. Terms not defined in this document have the meaning ascribed to them in the Horticulture Produce Agreement **(HPA)**

### **(B) Horticulture Produce Agreement Prevails**

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

### **(C) Beemart Enterprises Pty. Ltd. is a Merchant**

Beemart Enterprises Pty Ltd acts as a merchant for the purposes of the Code.

### **(D) Requirements for Delivery and Quality of Horticulture Produce**

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

1. The Grower will include with each delivery, documentation listing the quality, grade and type of all Horticulture Produce in the delivery
2. The Horticulture Produce must be fit for it's purpose
3. The Horticulture Produce must comply to the Merchant's product specifications which are accepted as the Freshspecs Product Standards that are published by Fresh Markets Australia unless otherwise stated in writing

The Grower must not dispatch Produce to the Merchant that does not comply with the requirements in paragraphs 1 to 3, has not been solicited by the Merchant and where a HPA has not been accepted by the Grower.

### **(E) Circumstances where the Merchants may reject Produce**

The Merchant is entitled to reject all or some of the Produce where:

1. The Grower does not have all right, title and interest in and to the Produce,
2. The Grower cannot pass title to the Merchant clear of all encumbrances, claims and other adverse interests,
3. The Grower is not the Grower of the Produce: or
4. The Produce does not comply with section (D), paragraphs 1 through 3

### **(F) Requirements where Horticulture Produce is rejected**

The Merchant must give notice to the Grower of the decision to reject Horticulture Produce within 48 hours of delivery and give notice in writing, or by means of electronic communication, of the reasons for such rejection within 2 Business Days of delivery that the Merchant elects to reject the Horticulture Produce. Where Horticulture Produce is rejected, the Merchant is deemed not to have accepted that Horticulture Produce and the Grower will retain title and risk in the Horticulture Produce and the Grower is not entitled to the Purchase Price.

### **(G) Purchase Price and additional Fees**

The Price the Merchant will pay the Grower for the Horticulture Produce delivered by the Grower will be

1. The amount agreed between the Merchant and the Grower on delivery of the Horticulture Produce to the Merchant in accordance to the HPA or
2. The amount agreed between the Merchant and the Grower less the service expenses provided by the Merchant and agreed to in writing between the Merchant and the Grower prior to delivery of the Horticulture Produce, or
3. A calculation or formula agreed to in writing by both the Grower and the Merchant prior to the delivery of the Horticulture Produce.

### **(H) Payment of Purchase Price**

The Merchant will pay for Horticulture Produce within 30 days after the week of delivery in which delivery and acceptance of the Horticulture Produce has occurred. For the avoidance of doubt, the Merchant may still elect to charge for Additional Fees even where the Produce is rejected in accordance with the HPA.

### **(I) Independent Legal Advice**

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