

TRIANGLE FRUIT & VEGETABLE COMPANY – Trading as
Quality Produce International
Fruit and Vegetable Merchants
Importers and Exporters

P O BOX 1118, CANNING VALE, WESTERN AUSTRALIA 6155
TELEPHONE (08) 9455 2777 FACSIMILE (08) 9455 2619

TERMS OF TRADE

(a) Quality Produce International (QPI) is prepared to act as an agent or a merchant by agreement with the grower

- a. When acting as an agent, **QPI** will charge the grower a commission on a percentage basis
- b. Payment of the Commission to **QPI** is contingent upon a Sale occurring. However, **QPI** is entitled to charge fees and extra costs they have incurred under the HPA whether or not a sale has occurred.
- c. When acting as an agent, **QPI** will pursue payment for bad debts on the growers' behalf and be responsible for all costs incurred.

(b) Requirements of QPI in respect of the delivery by growers of produce to QPI.

- a. The grower must ensure each delivery of produce is supported by documentation acceptable to **QPI** describing quantity, variety, size, and description.
- b. The produce must be fit for human consumption and comply with any statutory regulations including food safety, packaging and/or labeling.
- c. The grower must not dispatch produce to **QPI** that has not been solicited by **QPI**.

(c) Requirements of QPI in respect of the quality of produce delivered by growers to QPI.

- a. "the quality of produce delivered to **QPI** must comply with clause (b) above; or
- b. the quality of produce delivered to **QPI** must comply with clause (b) above and must be packed and presented in accordance with the product specifications published by the Australian Chamber of Fruit and Vegetables from time to time (Freshspecs) as specified by **QPI** in writing".

(d) Circumstances under which QPI may reject produce and the consequences of the rejection.

QPI is entitled to reject all or some of the produce where:

- a. The grower is not the grower of the produce.
- b. The grower does not have all right and title to the produce.
- c. The grower does not comply with the quality requirements **QPI** (specified in (c) above)

- d. **QPI** will immediately give notice by electronic means to the grower of the decision to reject produce and give notice of the reasons for such rejection in writing within 2 business days after the day that **QPI** elects to reject the produce.
- e. Where produce is rejected, **QPI** is deemed to not have accepted that produce. The grower will retain title and risk in the produce.
- f. Upon notification of rejection of any produce by **QPI**, the grower may elect at their cost to either:
 - Redirect the produce to another consignee; or
 - Request **QPI** to dispose of the produce on their behalf; or
 - Request an independent inspection by a person qualified by education and / or experience to assess the produce.
- g. In the absence of any instruction from the grower within 48 hours of having been notified that produce has been rejected, **QPI** will arrange for the disposal of the produce at the grower's cost.

(e) Payment Terms

- a. If **QPI** is trading as agent, **QPI** will pay to the grower the proceeds of a sale of the grower's produce within 14 days of receipt of the proceeds from the buyer.
- b. If **QPI** is trading as merchant, **QPI** will pay the grower for the purchase of the grower's produce within 21 days.

(f)

The business holds the following insurance for produce:

Insurer	QBE Insurance (Australia) Ltd
Maximum amount of claims covered by insurance.	\$460000
Defined events covered by insurance.	fire, theft and accidental damage and other deterioration and/or inherent loss of any kind.