

HORTICULTURE PRODUCE AGREEMENT

FOR THE PACKING AND SUPPLY OF PRODUCE

This Agreement is made between:

Seven Fields Operations Pty Ltd ACN 106 499 656, 1 Albert Street, Richmond, VIC (“**SFO**”)

AND

The person specified in Item 2 of the Schedule (“**Grower**”)

RECITALS

- A. The Grower is a grower of Produce on the Orchard.
- B. SFO carries on the business of sorting and packing fresh Produce and also selling Produce which it has packed on behalf of itself and other growers.
- C. The Grower and SFO agree that SFO will provide a packing service and will also sell on behalf of the Grower the Grower’s Produce on the terms of this Agreement.
- D. This Agreement complies with the Horticulture Produce Agreement for the purposes of the Horticulture Code, and for the purposes of this Agreement SFO is acting as an agent.

1. OPERATIVE PART

1.1 Introductory clauses

(a) Definitions

In this Agreement:

“Additional Services” mean services SFO must provide in order to comply with its obligations under this Agreement or any law, or which SFO are requested to provide, for example including but not limited to dipping of fruit on arrival at the Packing Shed to comply with ICA protocols, storage of Produce and additional treatments.

“Agreement” means this Packing and Supply Agreement (including the Terms of Trade) and any variation that is made in writing.

“Commencement Date” means the date specified in Item 1 of the Schedule.

“Consumables” means all packaging material, straps, labels, stickers, inserts and anything else related to the packaging of Produce in a form that will meet the specifications of customers.

“Default Interest Rate” means 15% per annum, calculated on a daily basis.

“Delivery” has the meaning set out in clause 3.2.

“Force Majeure” means:

- (i) Act of God, explosion, earthquake, landslide, washout, flood, lightning, storm or tempest
- (ii) strikes, lockouts, stoppages or restraints of labour or other industrial disturbances
- (iii) war, acts of public enemies, riot or civil commotion or sabotage
- (iv) breakdown of or accident to plant, machinery or equipment, or
- (v) restraints, embargoes or other unforeseeable actions of the government.

“GST” means goods and services tax.

“Horticulture Code” means the Horticulture Code of Conduct set out in the Competition and Consumer (Industry Codes – Horticulture) Regulations 2017.

“Orchard” means the orchard from which the Grower’s Produce is sourced, as specified in Item 4 of the Schedule.

“Packing Charges” means the packing charges determined in accordance with clause 3.6(a).

“Packing Shed” means the packing shed specified in Item 7 of the Schedule.

“Produce” means the citrus fruit delivered to SFO from time to time by or on behalf of Grower for packing and sale.

“PPSA” means the Personal Property Securities Act 2009 (Cth).

“Reporting Period” means the period specified in Item 12 of the Schedule.

“Schedule” means the schedule which forms part of and is found at the end of this Agreement.

“Security Interest” has the same meaning as given to that term in the PPSA.

“Services” means the packing and agency services provided by SFO to the Grower pursuant to this Agreement.

“Statement Period” means the period specified in Item 13 of the Schedule.

(b) Interpretation

In this Agreement, headings do not affect interpretation and unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) reference to a gender includes other genders;
- (iii) “person” includes firm, an unincorporated association or an authority
- (iv) a reference to any instrument includes a reference to that instrument as varied from time to time;
- (v) a reference to a person includes his executors, administrators, successors and permitted assigns;
- (vi) where two or more persons are a party they are bound jointly and severally; and
- (vii) a reference to any legislation includes all amendments to it and any legislation enacted in substitution for it and all statutory instruments issued under it to and in force.

2. TERM

- (a) This Agreement will commence on the Commencement Date.
- (b) The term of this Agreement is 12 months from the Commencement Date unless terminated earlier in accordance with clauses 20 or 21.
- (c) This Agreement will automatically renew for a further period of 12 months unless either party provides written notice to the other party that the Agreement is not renewed. This notice must be provided before the date specified in Item 3 of the Schedule.

3. PACKING SERVICES

3.1 Packing agreement

The Grower and SFO agree that SFO will pack all the Produce supplied by the Grower in accordance with the terms of this Agreement.

3.2 Delivery requirements

- (a) Upon request from SFO, the Grower will provide SFO with information regarding the Grower's citrus crop, including estimated yield (by block), estimated size and quality, maturity and estimated picking dates.
- (b) SFO will consult with the Grower and develop a harvest plan that will contain estimated delivery times and volumes of Produce for packing. SFO may consult with the Grower and amend the harvest plan at its discretion, and the Grower will comply to the extent it is reasonably able to do so by harvesting and delivering Produce to the Packing Shed according to the harvest schedule.
- (c) The Grower will deliver all Produce to the Packing Shed at times agreed with SFO. The Grower must give SFO a best estimate of the amount of Produce it will deliver per day, for packing the following day. Unless otherwise agreed, the Grower's Produce will be packed in minimum runs of 40 bins, such that if there are less bins available for packing at the time allocated by SFO then the packing will be deferred until the minimum bins are available for packing.
- (d) Produce delivered to the Packing Shed must be in plastic Chep-style bins (approximately 1165mm x 1165mm x 780mm) with each bin having a card attached that identifies the Grower, variety and Orchard patch from which the Produce in that bin was picked. Bins must not be over-filled as any excess will be dumped.
- (e) If the Grower requires bins for its harvest, SFO will provide the Grower with bins at the Grower's request. All bins supplied by SFO to the Grower:
 - (i) remain the property of SFO at all times;
 - (ii) must be returned to SFO immediately at the end of the Grower's harvest for any year, or earlier termination of this Agreement by either party, in good condition subject to fair wear and tear.
- (f) The Grower agrees that each bin not returned to SFO in accordance with subclause 3.2(e)3.2(e) will incur a fee of \$165 per bin.
- (g) Irrespective of the packing schedule, all Produce must be delivered by the Grower to the Packing Shed for packing either –
 - (i) on the same day as it was picked, or
 - (ii) if it is the following day, then within 12 hours of being picked.

- (h) For the purpose of this Agreement, delivery of the Produce occurs on the Produce arriving at the address specified in Item 7 of the Schedule.
- (i) The Grower will bear the costs of delivery of the Produce to SFO, unless agreed otherwise by the parties in writing.
- (j) The Grower must provide at least 72 hours notice to SFO of its intention to deliver Produce and otherwise deliver Produce to the Packing Shed at times agreed with SFO.
- (k) The Grower must not dispatch Produce to SFO that:
 - (i) does not comply with the requirements of this Agreement;
 - (ii) has not been solicited by SFO.

3.3 Packing service provided by SFO

- (a) SFO will make an initial inspection of the Produce delivered to the Packing Shed by the Grower.
- (b) SFO will ensure that all Produce delivered to the Packing Shed will have a fungicide applied within 12 hours of it being delivered.
- (c) SFO will wash each bin delivered by the Grower after its contents have been tipped for pre-grading.
- (d) Produce will be pre-graded into bins according to class, size and by any other criteria determined by SFO at its discretion.
- (e) SFO will provide the Grower with a report by email within two business days after the Grower's bins are pre-graded containing the following information:
 - (i) Number of bins tipped for packing.
 - (i) Amount of fruit in each of the pre-grade categories.
 - (ii) Amount of Produce that was determined as not able to be packed and diverted to juice or waste.
 - (iii) The amount (if any) to be paid to the Grower on the basis of the number of pre-grade bins in each pre-grade category.
- (f) SFO will pack the Produce in pre-grade bins into packaging and in a form ready for sale to customers. The choice of packaging, packing, means of delivery and customers is at the complete discretion of SFO unless otherwise agreed in writing with the Grower.

3.4 SFO covenants and liability

- (a) SFO agrees that it will (subject to the terms of this Agreement) -
 - (i) take all reasonable steps to accept the Produce for packing at the time provided for in a harvest schedule and to provide the packing service in a

timely fashion and to a professional standard having regard to packing services generally available in Australia for packing citrus

- (ii) take all reasonable steps to maintain the Produce in good and marketable condition, and
 - (iii) comply with all local, municipal, State, Territorial or Commonwealth Laws, Ordinances, Rules and Regulations relating to the packing and labelling of perishable citrus produce.
- (b) To the maximum extent permitted by the Horticulture Code and at law, SFO shall not be liable to the Grower as to:
- (i) the accuracy, description, relevance, completeness, merchantable quality, fitness for any purpose or any other matter relating to the Services under this Agreement;
 - (ii) loss of, or damage to, the Produce by any cause (including lawful confiscation);
 - (iii) any damage to property or death of, or injury to, any person caused directly or indirectly by the Produce or the Services;
 - (iv) any claim against SFO in relation to the Services, the Produce or the consumption of the Produce;
- (c) Notwithstanding any other clauses in this Agreement, if any liability is found to attach to SFO then SFO's liability is limited to -
- (i) the supplying of the Services again, or
 - (ii) the cost of supplying the Services.
- (d) Neither SFO nor any of its agents, sub-contractors or assigns, shall be liable whatsoever to the Grower for:
- (i) any loss of profit, loss of goodwill, loss of production, loss of business, loss of opportunity, business interruption, loss of revenue, loss of contract, loss of anticipated savings or anticipated revenue;
 - (ii) any consequential, special, indirect, exemplary or punitive damages of any nature.

3.5 Grower's covenants and acknowledgements

- (a) The Grower covenants that it:
- (i) will implement and maintain an industry recognised HACCP based food safety and quality system that is subject to annual third party audit, and
 - (ii) will, by 1 January 2019, be certified to:
 - Freshcare Code of Practice Food Safety and Quality; or
 - GLOBALG.A.P. Integrated Farm Assurance; or

- Safe Quality Food (SQF).
- (iii) will provide copies of any current certification with respect to HACCP or any of the certifications obtained under subclause 1(a)(c)(ii) above to SFO upon request;
 - (iv) maintains spray diaries for all applications of sprays on the Orchard and this will be made available for inspection by SFO on request;
 - (v) will grow and harvest the Produce to a high standard of husbandry and in accordance with any recommendations provided by SFO;
 - (vi) will comply with all applicable laws and industry standards relevant to the growing, harvesting and handling of Produce up to and including delivery of the Produce to the Packing Shed; and
 - (vii) will provide to SFO on request samples of Produce for the purpose of testing residues and maturity.
- (b) The Grower warrants to SFO that the Produce delivered to SFO:
 - (i) is fit for human consumption;
 - (ii) complies with all applicable laws and statutory regulations including without limitation food safety, packaging and or labelling; and
 - (iii) is fit for purpose and complies with any specifications notified by SFO to the Grower.
 - (c) If the Grower has agreed to deliver Produce for sale to export markets, then the Grower must comply with all directions provided by SFO in relation to Produce supplied for export markets which have protocol requirements that must be fulfilled and provide SFO with the information and evidence required to ensure the protocol can be met. If the Grower cannot satisfy SFO that it has complied with the requirements, then SFO will not pack the Produce for the export markets concerned.
 - (d) The Grower acknowledges and agrees that SFO may store the Produce in bins for a period of time before it is sold to a customer, and in which case the Produce will be inspected again to ensure it meets specifications required by SFO and as a result some Produce may be downgraded.

3.6 Packing charges

- (a) The Grower must pay packing charges to SFO (plus GST) comprising the following:
 - (i) An amount per bin of Produce delivered to the Packing Shed for packing according to Item 5 in the Schedule;
 - (ii) The cost of all packaging material into which the Produce is packed so it is ready for sale; and
 - (iii) Statutory levies and other deductions authorised by law or agreed with the Grower.

- (b) SFO may deduct the packing charges from any payment due to the Grower from the sale of the Produce by SFO. If SFO makes this deduction, then SFO must include particulars of the deduction in a report to the Grower.
- (c) In the event the sale of the Produce is less than the Grower's packing charges, then the Grower must pay the amount owing upon presentation of a tax invoice by SFO.
- (d) The review mechanism set out in Item 6 of the Schedule will be applied to the charges in effect immediately prior to the Review Date.

3.7 Consumables

- (a) SFO will be solely responsible for the negotiation and purchase of all Consumables which are used in SFO's facility for Produce.
- (b) SFO will charge Grower for Consumables in accordance with the fees outlined in Item 5 of the Schedule.
- (c) If Grower requires Additional Services then the parties will agree a fee for those goods or services in good faith and acting reasonably but if no agreement is reached then SFO reserves the right to charge the Grower for those Additional Services as it sees fit.
- (d) The Grower warrants that it will reimburse SFO for any Grower-branded Consumables SFO has on hand upon termination of this agreement by either party.

3.8 Review of Packing and Other Charges

- (a) The parties agree that the charges set out in Item 5 of the Schedule may be revised in accordance with this clause. Where a review mechanism is set out in Item 6 of the Schedule, the parties will adopt that review mechanism to determine the revised charges (if any). Any revised charges determined under this subclause 3.8 will take effect from the Review Date set out in Item 6 of the Schedule.

4. REJECTIONS OF CITRUS PRODUCE DELIVERED FOR PACKING

- (a) SFO reserves the right to reject any Produce delivered by the Grower for packing if the quality of the Produce is, in the absolute discretion of SFO, likely to:
 - (i) place the Packing Shed equipment at risk of damage;
 - (ii) impact adversely on any other produce in the Packing Shed;
 - (iii) impact adversely on any certification the Packing Shed holds or plans to hold for the packing and supply of citrus to any market in the world;
 - (iv) increase the possibility of pests and disease incursion into the Packing Shed; or
 - (v) reduce the effectiveness of measures intended to prevent pest and disease incursion into the Packing Shed.

Without limiting the generality of this clause 4, bins delivered to the Packing Shed will be rejected if there is a large amount of split or rotten fruit, fruit from the ground, diseased fruit, pests, matter that is not citrus (including leaves, sticks and soil).

- (b) SFO may reject any Produce that does not comply with this Agreement.
- (c) SFO may reject a whole consignment of bins delivered by the Grower based on a sample of bins inspected by SFO.
- (d) SFO may reject Produce if SFO is not satisfied in its complete discretion as to the accuracy of certifications, spray diaries or other steps taken (or not taken) by the Grower in relation to Orchard practices.
- (e) If SFO rejects any Produce (the "Rejected Produce") delivered by the Grower, then SFO must notify the Grower in writing with reasons for the rejection as soon as possible and in any event within 24 hours of Delivery.
- (f) SFO will provide the Grower an opportunity to inspect the Rejected Produce. Such inspection must occur within 48 hours of being notified in writing of the reasons for the rejections. The Grower must advise as to whether the Grower:
 - (i) wishes to retake possession of the Rejected Produce; or
 - (ii) requires an independent inspection and assessment of the condition of the Rejected Produce at the Grower's cost; or
 - (iii) wishes to make other arrangements for the storage or warehousing of the Rejected Produce, sale or resale of the Rejected Produce or its removal from SFO's premises.
- (g) In the event the parties cannot agree on how the Rejected Produce will be handled, within 3 Business Days of subclause 3.1(e), the Grower shall be deemed to have instructed SFO the Grower wishes to retake possession of the Rejected Produce.
- (h) The right of SFO to reject Produce under this Agreement cannot be deemed to be waived by past acceptance of Produce of a similar quality.
- (i) Despite anything else in this Agreement, SFO may elect, and the Grower authorises SFO to destroy and dispose of the Rejected Produce, or deliver the Rejected Produce to the Grower if:
 - (i) the Grower does not respond within 24 hours of notification in accordance with subclause 3.1(f); or
 - (ii) the Grower fails to retake possession of the Produce within 5 Business Days of the Grower indicating an intention to do so under subclause 3.1(f).
- (j) The Grower must pay all costs associated with a rejection under this clause.

5. POOLING OF GROWERS' PRODUCE

- (a) SFO may pool the produce it receives from a number of growers if:
 - (i) The other produce is of the same grade as the Produce delivered by the Grower as determined by SFO; and
 - (ii) The Grower's Produce and the other produce meet the quality requirements set out in this Agreement.
- (b) The Grower's share of the pool will be determined by calculating the Grower's proportion of produce in each quality class and count size in that pool as compared to the total volume of each quality class and count size of produce in the pool.
- (c) A pool must only consist of one of the main types of produce as determined by SFO (for example each of the following is a type of produce for pooling purposes: navel oranges, imperial mandarins, Afourer mandarins, grapefruit, lemons and tangelos). SFO will determine the allocation of produce to the pool, the time for which the pool is open and any other features of the pool in its complete discretion.
- (d) A pool is credited with the gross sale proceeds received of Produce allocated to that pool and then from those proceeds the following costs are deducted:
 - (i) Freight to the customer;
 - (ii) Freight to and from the packing shed of pre-grade bins;
 - (iii) Direct and indirect selling costs associated with that pool, including SFO's commission.
- (e) The net result is then allocated to each grower whose produce was sold as part of the pool.

6. SALE OF GROWER'S PRODUCE

6.1 Appointment as Agent

For the purposes of the Horticulture Code, SFO is acting as an agent and the Grower hereby appoints SFO as its agent to sell the Produce delivered by the Grower to SFO.

6.2 SFO's Commission

- (a) SFO will charge a rate of commission (plus GST) on the sale price of Produce sold by SFO as agent according to the Customer to whom SFO sells the Produce in the amounts specified in Item 8 of the Schedule ("Commission Rates").
- (b) Subject to subclause 3.1(d), SFO will pay the Grower the proceeds of a sale of the Grower's delivered Produce, less commissions calculated in accordance with this Agreement. SFO is entitled to deduct the amount of commission from payments to the Grower.

- (c) The amount of commission is calculated by multiplying the Commission Rates by the amount of the sale price received from the customer for the Produce.
- (d) Commission is only payable in the event, and to the extent that, the Produce is sold by SFO.

6.3 Marketing services

- (a) SFO will use its best efforts to promote and sell the Produce delivered to it by the Grower.
- (b) SFO will have complete discretion in relation to which customers it will sell the Produce, and in which export and domestic markets.

6.4 Payments to Growers

- (a) SFO will make payments to the Grower in the manner specified in Item 9 of the Schedule.
- (b) Payments will be made to a bank account nominated by the Grower in Item 11 of the Schedule.

7. REPORTING ON SALE OF PRODUCE

7.1 Reports

For each Reporting Period, SFO will give the Grower a statement for the Reporting Period, specifying for the Grower's Horticulture Produce received by SFO during the Reporting Period:

- (a) the date on which the Produce was delivered to SFO;
- (b) the date or dates of the sale of the Produce by SFO;
- (c) the type and quantity of the Produce sold;
- (d) the price received for the Produce sold;
- (e) details of each amount deducted by SFO from the sale price of the Produce; and
- (f) details of any amounts of the Produce not sold by SFO during that period, including:
 - (i) the reasons why the Produce was not sold; and
 - (ii) details of any amounts of the produce destroyed by SFO, and the costs incurred in destroying the produce; and
 - (iii) details of any amounts of the produce held by SFO at the end of the period.

7.2 Statement

SFO will give the statement referred to in subclause 7.1 to the Grower within the Statement Period.

8. TITLE

- (a) The Grower warrants that it has title in the Produce that it delivers to SFO.
- (b) Title in the Produce will not pass to SFO and remains with the Grower until SFO sells the Produce.

9. GROWER TO INSURE

- (a) The Grower shall be liable to insure (for defined events including fire, theft and accidental damage and other than deterioration of quality or any other inherent losses) the Produce and SFO shall not be liable for any loss or damage to the Produce by the Grower's failure to do so.
- (b) The Grower shall be liable to compensate SFO for all direct or indirect losses, damages, costs, claims and expenses which SFO may incur as a result of any act or omission of the Grower.

10. COLLECTION OF DEBTS FOR PRODUCE SALES

- (a) SFO will be responsible for collecting debts to the exclusion of the Grower. Any unpaid debts will be a cost allocated as a cost to the relevant pool.
- (b) SFO is not liable to make good any debt owing from a customer that is not collected.

11. DISPUTES

In the event of a dispute, the parties must make a genuine attempt to mediate the dispute by contacting the person named in the Schedule at Item 10 as the person to whom notices are to be sent pursuant to this Agreement. If the parties are not able to resolve the dispute between themselves, then either party may give notice to the other that it wishes to use the dispute resolution procedures under Part 5 of the Code to resolve the dispute.

12. VARIATION OF THIS AGREEMENT

This Agreement may only be varied by written agreement of the parties.

13. AGREEMENT NOT ASSIGNABLE

This Agreement may not be assigned by either party without the consent in writing first being obtained from the other party which consent may not be unreasonably withheld.

14. FORCE MAJEURE

Neither party will be liable for any damage or loss suffered by either party due to an event of Force Majeure or the consequences of an event of Force Majeure.

15. LIEN

- (a) The Grower grants to SFO a lien over the Produce and all proceeds from the sale of the Produce as security for all amounts outstanding and due to SFO on any account whether in respect of packing, consumables or any other additional service.

- (b) The Grower agrees and acknowledges that the lien granted pursuant to clause 3.2(a) is a Security Interest for the purposes of the PPSA and may be reinterested pursuant to the PPSA at SFO's absolute discretion.
- (c) The Grower will not create or permit to create any Security Interest over the Produce or the proceeds from the sale of the Produce, except with the prior consent of SFO.
- (d) The Grower hereby acknowledges receipt of a copy of this Agreement, and, to the extent permitted by the PPSA, waives any right it may have to receive a copy of the financing statement, a financing change statement or a verification statement, as those terms are defined in the PPSA, relating to it.
- (e) Sections 95, 96, 117, 118, 121(4), 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA do not apply to the obligations owed between the parties under this Agreement and the Grower agrees it has no rights under those sections.
- (f) This right is additional to any right or rights conferred upon SFO by statute.

16. DEDUCTION AND SET-OFF

SFO may deduct or set-off against moneys the Grower owes to SFO, any debts or monies (including under an indemnity or reimbursement obligation) SFO may owe to the Grower pursuant to this or any other agreement.

17. CONFIDENTIALITY

All details contained in this Agreement or acquired as a result of this Agreement or in any agreement as to price shall remain confidential between the parties except to the extent a party is required by law to disclose its contents. A party may disclose the contents of this Agreement or any agreement as to price to its professional advisers and its directors, officers, employees, servants and agents on a confidential basis.

18. COUNTERPARTS

- (a) This Agreement may be executed in several counterparts.
- (b) Each executed counterpart is deemed an original of this Agreement.

19. COSTS

Each party must pay its own costs of negotiation, preparation and execution of this Agreement and any document required by this Agreement.

20. TERMINATION

- (a) Either party may terminate this Agreement by written notice to the other party if a Default Event occurs in respect of that other party. A Default Event occurs in respect of a party if that party:
 - (i) breaches this Agreement and fails to remedy such breach within 7 days of notice from the other party requiring the alleged breach to be remedied, such notice setting out the alleged breach and the intention of the party giving notice to

terminate the obligations to sell and purchase, forthwith upon expiry of the required remedy period, or

- (ii) being a body corporate becomes an externally administered body corporate within the meaning of the Corporations Act and the other party sends a notice to the externally administered party that this Agreement is terminated.
- (b) Termination under this clause does not prejudice the rights of a party against the other party which accrue up to and including the date of termination
- (c) Despite anything else in this agreement, where the term of this agreement is 90 days or more, or is not specified, either party may terminate this agreement at any time within the cooling-off period being:
 - (i) 14 days after the day on which this agreement was entered into; or
 - (ii) such shorter or longer period as is agreed by the parties, provided the initial cooling-off period is not reduced by more than 7 days.
- (d) Where this Agreement is terminated pursuant to this clause 20 and there is Produce that has commenced being tipped for packing, then SFO will continue to pack and deal with that Produce in accordance with this Agreement unless otherwise agreed with the Grower. This clause therefore survives the termination of this Agreement. All other Produce will be returned to the Grower at the Grower's cost.
- (e) Subject to clause 3.2(f), a party to this agreement who receives a payment (of money or other valuable consideration) for the purposes of, and directly related to, trade that would have occurred after the termination of the agreement, must return the payment to the party who made the payment within 14 days after the day on which the agreement is terminated.
- (f) A party required to return a payment under clause 3.2(e) may deduct, from the amount to be returned, reasonable expenses incurred under the agreement for the purposes of, and directly related to, trade that would have occurred after the termination of the agreement.
- (g) The Grower agrees that it will reimburse SFO for any Grower-branded Consumables SFO has on hand upon termination of this agreement by either party. "Consumables" includes all packaging material, straps, labels, stickers, inserts and anything else related to the packaging of the Grower's Produce.

21. COOLING OFF PERIOD

Despite clause 20, the Grower may terminate this Agreement within seven days of the date of signing this Agreement.

22. UNPAID MONEY

If there is any money owed by the Grower to SFO, or from SFO to the Grower then the party who is owed the money may charge interest at the Default Interest Rate for the time the period the payment is overdue.

23. NOTICES

- (a) A notice or other communication given under this Agreement must be in writing signed by the party sending it and delivered personally, sent by prepaid post or sent by email to the recipient's contact details shown in Item 10, unless updated by the recipient during the term of this Agreement. Any such notice sent by email or facsimile is deemed duly delivered at the time of receipt provided the email or fax is received in office hours (8am to 5pm), failing which it will be deemed to have been received on the next business day. Any notice sent by mail is deemed delivered five business days after it is sent.
- (b) Either party can update their details in Item 10 by giving notice to the other party.

24. GOVERNING LAW

Victorian law applies to this Agreement. The parties submit to the jurisdiction of courts of that State.

25. SEVERANCE

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to the extent only of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

26. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Grower and SFO and supersedes all prior agreements between the parties.

27. NO WAIVER

Any time or other indulgence that SFO may grant to the Grower shall not affect the rights of SFO except to the extent that SFO expressly waives such term, or part thereof in writing.

28. INDEMNITY

Without limitation, the Grower hereby indemnifies SFO against:

- (a) all claims, losses or expenses that may be brought against or incurred or suffered by SFO and which arise as a result of the Produce not complying with any provision of this Agreement; and
- (b) any liability, loss or expense of any kind arising from or in respect of the death of, or personal injury to, or disease suffered by, any person and/or any damage to or loss of any property (or the use of that property), arising out of any:
 - (i) breach of this agreement; or
 - (ii) negligent act or omission of the Grower.

EXECUTED by the parties

SIGNED FOR AND ON BEHALF OF SEVEN FIELDS OPERATIONS LTD

Signature: _____

Name: _____

SIGNED FOR AND ON BEHALF OF THE GROWER

Signature: _____

Name of person signing: _____

Schedule

Item 1	Commencement Date	
Item 2	Grower name and contact details	Names: ABN: Address: Email: Mobile: Attention:
Item 3	Date for notice for non-renewal	30 days before the anniversary of the Commencement Date.
Item 4	Orchard particulars	Approximately: _____ bins of _____ from (Orchard) _____
Item 5	Packing Charges	Per bin tipped and is inclusive of all consumables used through in infeed (wax, treatments, and harvest bin hire): <ul style="list-style-type: none"> ○ Oranges and grapefruit (pattern packed) ○ Mandarins and tangelos (rumble filled) ○ Lemons (rumble filled)
		De-greening charges (if required)
		Consumables and Additional Services
Item 6	Review Mechanism and Review Date	Packing charges will be reviewed every 1 July in each year and may be increased by: <ul style="list-style-type: none"> ▪ The percentage increase in the cost of the packing charges to SFO. For example, if labour (Fair Work minimum wage) and electricity (Victoria) increase by 5% and those items are 50% of the cost of production for SFO, then SFO may increase the packing charges by 2.5%.
Item 7	Packing Shed	Sunwest Packing Shed, 546 Treviso Way, Red Cliffs VIC 3496
Item 8	Rates of Commission	For domestic sales to supermarkets* <i>*Charged on proceeds received net of supermarket rebates, but not net of promotion funds paid to supermarkets</i>
		For domestic sales to wholesale markets
		For export sales and other markets

Item 9	Payments and Payment Periods	<p>(Initial payment): Grower will be paid the following within 14 days of their Produce being pre-graded into bins by SFO (<i>Subject to fruit quality, SFO reserves the right to alter the initial payment to ensure it does not exceed estimated bin return</i>):</p> <ul style="list-style-type: none"> ▪ \$ per bin tipped for Oranges & Grapefruit ▪ \$ per bin tipped for all Mandarins (excl Afourer) & Lemons ▪ \$ per bin tipped for Afourer Mandarins <p>(Interim payment) Growers may receive a further payment from SFO as Produce is sold by SFO from the pool, with these payments being interim determinations by SFO of the net result of the pool (refer subclause 3.1(d)), less:</p> <ul style="list-style-type: none"> • the initial payment; • packing charges and any other deductions for direct and indirect selling costs; and • statutory levies or other amounts required to be deducted by law. <p>(Final payment) By no later than one month after SFO has paid the final costs allocated to a pool, or received the final proceeds from the sale of citrus in a pool (which ever comes later), then SFO must make final payments (if any) to growers whose citrus was allocated to that pool.</p>
Item 10	Notices	<p>To the Grower: refer Item 2</p> <p>To SFO: Address: PO Box 1200 Red Cliffs VIC 3496</p> <p>Email: Facsimile: (03) 5024 0209</p> <p>Mobile: Attention:</p>
Item 11	Bank account details	<p>Bank: _____ Branch: _____</p> <p>BSB: _____ A/C No: _____</p>
Item 12	Reporting Period	Reports will cover each lot of Produce delivered by the Grower.
Item 13	Statement Period	Within 5 business days.