

HORTICULTURE PRODUCE AGREEMENT AND TERMS OF TRADE

FOR THE SUPPLY, PACKING AND MARKETING OF PRODUCE

This Agreement is made on _____ between:

Seven Fields Operations Pty Ltd ACN 106 499 656, Level 5, 1 York Street, Sydney, NSW 2000,
("Nutrano")

AND

The party specified in Item 3 of the Schedule ("**Grower**")

RECITALS

- A. The Grower is a grower of fresh fruit produce.
- B. Nutrano carries on the business of sorting and packing fresh fruit produce and selling produce it has packed on behalf of itself and other growers.
- C. The Grower and Nutrano agree that Nutrano will purchase the Grower's Produce on the terms of this Agreement.
- D. This Agreement is a Horticulture Produce Agreement and Nutrano is acting as a Merchant for the purposes of the Horticulture Code.

1. OPERATIVE PART

1.1 Introductory clauses

(a) Definitions

In this Agreement:

"Agreement" means this Horticulture Produce Agreement for the Supply, Packing and Marketing of Produce and any variation that is made in writing.

“Arbitrator” means a member of the Victorian Bar to be agreed between the parties or failing agreement to be appointed on the application of either party by the president for the time being of the Law Institute of Victoria. The person agreed or appointed must have sufficient expertise in the areas in which the parties are in dispute. However, if any appointment is made by the Law Institute of Victoria, then that appointment is not subject to challenge by the parties on any grounds. If the Law Institute of Victoria is abolished, then reference to that body will mean such other recognised professional association as may assume the role of Law Institute of Victoria.

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

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

“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) epidemic or pandemic;
- (v) breakdown of or accident to plant, machinery or equipment; or
- (vi) restraints, embargoes or other unforeseeable actions of any 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.

“Horticulture Produce Agreement” has the meaning given to it in the Horticulture Code.

“Independent Person” means a Law Institute of Victoria approved mediator to be agreed between the parties or failing agreement to be appointed on the application of either party by the president for the time being of the Law Institute of Victoria. The person agreed or appointed must have sufficient expertise in the areas in which the parties are in dispute. However, if any appointment is made by the Law Institute of Victoria, then that appointment is not subject to challenge by the parties on any grounds. If the Law Institute of Victoria is abolished, then reference to that body will mean such other recognised professional association as may assume the role of the Law Institute of Victoria.

“Merchant” has the meaning given to it in the Horticulture Code.

“KCT” in the context of export sales means export to Korea, China and or Thailand.

“Orchard” means the orchard from which the Grower’s Produce is sourced, as specified in Item 3 of the Schedule.

“Packing Shed” means the packing shed specified in Item 9 of the Schedule.

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

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

“Reporting Period” means the period specified in Item 14 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.

(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 initial term of this Agreement is specified in Item 2 of the Schedule, unless terminated earlier in accordance with clauses 17 or 18.
- (c) This Agreement will automatically renew annually on the anniversary of the Commencement Date, 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 4 of the Schedule.

3. DELIVERY AND QUALITY OF PRODUCE

3.1 Delivery requirements

- (a) At a date and time nominated by Nutrano in advance and in writing, the Grower will provide Nutrano with information regarding the Grower’s citrus crop, including estimated yield (by block), estimated size and quality, maturity and estimated picking dates. A template report is provided as Appendix 1 of this Agreement.

- (b) Nutrano will consult with the Grower and develop a harvest plan that will contain estimated delivery times and volumes of Produce for purchase. Nutrano may consult with the Grower and amend the harvest plan at its discretion, and the Grower will comply with the amended harvest plan to the extent it is reasonably able to do so by harvesting and delivering Produce to the Packing Shed according to the harvest schedule, and otherwise provide as much notice as practicable to Nutrano if it considers it cannot comply.
- (c) The Grower will deliver all Produce to the Packing Shed at times agreed with Nutrano. The Grower must give Nutrano a best estimate of the amount of Produce it will deliver per day, for packing the following day. The Grower must provide at least 72 hours' notice to Nutrano of its intention to deliver Produce, unless otherwise agreed.
- (d) Nutrano may, at its discretion, require the Grower's Produce to be graded or packed to allow for a minimum grading or packing run of 40 bins. If there are less bins available for grading or packing at the time allocated by Nutrano, then Nutrano may at its discretion combine bins collected from the Grower with the bins of other growers in a particular run.
- (e) Produce delivered to the Packing Shed must be in 'CHEP-style' plastic foldable bins (approximately 1165mm x 1165mm x 780mm) with each bin having a card attached that identifies the Grower, variety of Produce and Orchard patch from which the Produce in that bin was picked. The Grower acknowledges non-compliance with this clause will result in additional administration and storage charges, as outlined in Item 6 of the Schedule or otherwise agreed between the parties.
- (f) If the Grower requires bins for its harvest, Nutrano will provide the Grower with bins at the Grower's request. All bins supplied by Nutrano to the Grower:
 - (i) remain the property of Nutrano at all times; and
 - (ii) must be returned to Nutrano immediately at the end of the Grower's harvest for any year, or earlier upon termination of this Agreement by either party, in good condition subject to fair wear and tear.
- (g) The Grower agrees that each bin not returned to Nutrano in accordance with subclause 3.1(f) or damaged and requiring repair for future use will incur a fee of \$300 per bin.
- (h) At the request of the Grower, Nutrano may agree to amend its packing schedule to accommodate urgent or unplanned deliveries. Nutrano will confirm and agree with the Grower the specific costs associated with the amended packing schedule before the Produce is packed.
- (i) For the purpose of this Agreement, delivery of the Produce occurs on the Produce arriving at the address specified in Item 9 of the Schedule.
- (j) The Grower will bear the costs of delivery of the Produce to Nutrano, unless agreed by the parties in writing.

3.2 Acceptance of Produce by Nutrano

Nutrano will make an initial inspection of the Produce delivered to the Packing Shed by the Grower. If Nutrano decides not to accept the Produce in accordance with clause 4 of this Agreement, the Grower will bear the costs of picking up the Produce.

3.3 Pre-grading

- (a) This clause 3.3 applies only in respect to Nutrano's operations in the Sunraysia region.
- (b) Produce will be pre-graded into bins according to class, size and by any other criteria determined by Nutrano at its discretion.
- (c) Nutrano will provide the Grower with a report by email in accordance with Item 3 of the Schedule within two business days after the Grower's bins are pre-graded containing the following information:
 - (i) Number of bins tipped for packing.
 - (ii) Amount of Produce in each of the pre-grade categories.
 - (iii) Amount of Produce that was determined as not able to be packed and diverted to juice or waste.

3.4 Nutrano covenants and liability

- (a) Nutrano agrees that it will (subject to the terms of this Agreement) take all reasonable steps to accept the Produce at the time provided for in a harvest schedule -
- (b) To the maximum extent permitted by the Horticulture Code and at law, Nutrano shall not be liable to the Grower as to—
 - (i) loss of, or damage to, the Produce by any cause (including lawful confiscation) which occurs prior to Nutrano accepting delivery of the Produce;
 - (ii) any damage to property or death of, or injury to, any person caused directly or indirectly by the Produce; or
 - (iii) any claim against the Grower or Nutrano in relation to the Produce or the consumption of the Produce.
- (c) Notwithstanding any other clauses in this Agreement, if any liability is found to attach to Nutrano then Nutrano's liability is limited to the cost of the Produce.-
- (d) Neither Nutrano 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 at all times during the term of this Agreement it—
 - (i) will implement and maintain an industry recognised HACCP based food safety and quality system that is subject to annual third party audit by an expert and reputable auditor;
 - (ii) will hold the following certification(s):

- Fresh-care Code of Practice Food Safety and Quality;
 - GLOBAL G.A.P. Integrated Farm Assurance, including G.R.A.S.P; or
 - Safe Quality Food (SQF);
- (iii) will be registered in the SEDEX supplier register and ensure ongoing updates of information submitted in the SEDEX system;
- (iv) will provide copies of any current certification with respect to any of the certifications obtained under subclause 3.5(a)(ii) and 3.5(a)(iii) to Nutrano upon request;
- (v) will maintain spray diaries for all applications of sprays on the Orchard and this will be made available prior to delivery to Nutrano including any additional sprays applied before harvest;
- (vi) will grow and harvest the Produce to a high standard of husbandry and in accordance with any recommendations provided by Nutrano;
- (vii) 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
- (viii) will provide to Nutrano on request samples of Produce for the purpose of testing residues and maturity.
- (b) The Grower warrants to Nutrano that the Produce delivered to Nutrano:
- (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 Nutrano to the Grower.
- (c) If the Grower has agreed to supply Produce for onsale to export markets, then the Grower must comply with all directions provided by Nutrano in relation to the Produce and on request provide Nutrano with information and evidence required to ensure all relevant export protocols are met. If Nutrano is not wholly satisfied the Grower has complied with the requirements for export, then Nutrano will not, and is not obliged to accept the Produce.

4. REJECTIONS OF CITRUS PRODUCE DELIVERED

4.1 Acceptance by Nutrano of deliveries

Nutrano must accept Produce delivered under this Agreement, with the exception of where the circumstances set out in clause 4.2 arise.

4.2 Circumstances for rejection of deliveries

Nutrano reserves the right to reject any delivery of Produce, in whole or part, delivered by the Grower for packing where the following circumstances arise:

- (a) Where the quality of the Produce, in the absolute discretion of Nutrano, is 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.
- (b) Bins delivered to the Packing Shed, in Nutrano's opinion, contain a large amount of split or rotten fruit, fruit from the ground, diseased fruit, pests, or matter that is not citrus (including leaves, sticks and soil).
 - (c) Where Nutrano 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.
 - (d) The Produce delivered, in whole or part, does not comply with this Agreement, including where the delivery does not comply with the delivery requirements under clause 3.1.

4.3 Procedure for rejection

- (a) Nutrano may reject a whole consignment of bins delivered by the Grower based on a sample of bins inspected by Nutrano.
- (b) If Nutrano rejects any Produce (the "Rejected Produce") delivered by the Grower, then Nutrano must notify the Grower in writing with reasons for the rejection as soon as possible and in any event within 24 hours of delivery.
- (c) Nutrano 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 rejection. The Grower must notify Nutrano 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, to be conducted at the Grower's cost; or
 - (iii) wishes to make other arrangements in respect to the Rejected Produce, including the storage or warehousing, sale or resale or removal from Nutrano's premises, all of which will be at the Grower's cost.
- (d) In the case of Nutrano's operations in the Sunraysia region only, Nutrano may agree to conduct a further grading of the Rejected Produce in an attempt to mitigate the impacts of the rejection to the Grower. If the Produce is re-graded and/or packed for a second time (or more), additional charges will be applied in accordance with Item 6 of the Schedule
- (e) In the event the parties cannot agree on how the Rejected Produce will be handled, within 3 business days of notice given under clause 4.3(b) or, alternatively, completion of an inspection conducted pursuant to clause 4.3(c), the Grower shall be deemed to have instructed Nutrano the Grower wishes to retake possession of the Rejected Produce.
- (f) The right of Nutrano to reject Produce under this Agreement cannot be deemed to be waived by past acceptance of Produce of a similar quality.

- (g) Despite anything else in this Agreement, Nutrano may elect, and the Grower authorises Nutrano 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 4.3(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 4.3(c).
- (h) The Grower must pay all costs associated with a rejection under this clause 4.

5. PURCHASE OF GROWERS' PRODUCE

5.1 Purchase

For the purposes of the Horticulture Code, Nutrano is acting as a Merchant and the Grower agrees to deliver, and Nutrano agrees to buy, the Produce delivered by the Grower to Nutrano on the terms of this Agreement.

5.2 Price

The price the Merchant will pay the Grower for the Produce accepted by the Merchant will be determined as follows:

- (a) Nutrano will be given an opportunity to visit the Grower's orchard and make an assessment on quality and volumes prior to confirming a price;
- (b) The Grower will provide to Nutrano any crop reports that are available, upon request;
- (c) Nutrano will submit a price confirmation document in writing and in the form provided in Schedule 2 of this Agreement;
- (d) Price will be deemed to have been confirmed once both parties have signed the price confirmation document, subject to any agreed variation due to the actual quality and size pack out varying by more than 5% from the documented estimate.

5.3 Payments to Grower

- (a) Nutrano will make payments to the Grower in the manner specified in Item 11 of the Schedule.
- (b) Payments will be made to a bank account nominated by the Grower in Item 13 of the Schedule.

5.4 Report to Grower

For each Reporting Period, Nutrano will give the Grower a statement setting out the following:

- (a) The date the Produce was delivered by the Grower
- (b) The quality and quantity of the Produce purchased from the Grower by Nutrano.
- (c) The price paid for the Produce.
- (d) The dates of the purchases.

6. TITLE

The Grower warrants that:

- (i) it has all right and title to the Produce that it sells to Nutrano
- (ii) the Produce is not subject to any Security Interest, allowing title to pass to Nutrano clear of all encumbrances, claims and other adverse interests, and
- (iii) the Grower is the grower of the Produce.

7. TRANSFER OF TITLE AND RISK

- (a) The parties acknowledge and agree that despite the receipt by Nutrano of Produce under this Agreement, title and risk in respect of the Produce shall only pass in accordance with this clause 7.
- (b) Despite anything else in this Agreement, title to the Produce will pass to Nutrano:
 - (i) if the purchase price of the Produce, or a method of formula to calculate the purchase price, has been agreed by Nutrano and the Grower before delivery of the Produce to Nutrano, then on delivery of the Produce to Nutrano
 - (ii) where the circumstances in clause 7(b)(i) do not apply, at the time the parties agree on a price for the Produce.
- (c) Nutrano will assume risk in respect of the Produce once title to the Produce passes to Nutrano under clauses 7(a) and 7(b).
- (d) During the period the Produce is under Nutrano's control, Nutrano will exercise all reasonable care and skill in handling and storage to ensure the Produce remains of the highest quality possible having regard to the quality and state of the Produce upon receipt by Nutrano.
- (e) The reasonable care and skill Nutrano must exercise under clause 8(d) must be exercised until title and risk in the Produce passes to Nutrano.

8. GROWER TO INSURE

- (a) Nutrano will not, and is not required to, hold insurance in respect to the Produce until title to the Produce passes to Nutrano under clauses 7(a) and 7(b).
- (b) The Grower must insure the Produce for defined events including fire, theft and accidental damage and such other events as required by Nutrano from time to time. The Grower will not be required to insure against deterioration of quality or any other inherent losses not caused by the pre-packer's act or omission.
- (c) The Grower must provide a copy of any policy obtained under this clause 8 to Nutrano on request.
- (d) The Grower must compensate Nutrano for all direct or indirect losses, damages, costs, claims and expenses which Nutrano may suffer or incur as a result of any act or omission of the Grower.

9. DISPUTES

9.1 Requirements under the Horticulture Code

- (a) In the event of a dispute arising between the parties in respect to the terms of this Agreement, the parties must in good faith attempt to mediate the dispute by contacting the person named in the Schedule at Item 12 as the person to whom notices are to be sent pursuant to this Agreement.
- (b) 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 set out under Part 5 of the Horticulture Code to resolve the dispute.
- (a) Nothing in this Agreement prohibits a party's right to commence the dispute resolution procedure pursuant to under Part 5 of the Horticulture Code and to the extent of any inconsistency this clause 9.1 will prevail.

9.2 Notice in response

The recipient of a Dispute Notice must respond in writing within 7 days of receiving the Dispute Notice.

9.3 Settlement conference

- (a) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person to attempt to resolve the dispute.
- (b) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (c) The Independent Person is to act as a mediator at the conference.

9.4 Negotiations without prejudice

Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.

9.5 Continued performance

During the dispute resolution process the parties must continue to perform their obligations under the Agreement.

9.6 Arbitrator's determination

If the parties are unable to resolve the dispute by the exchange of Notices or conference with the Independent Person, then the dispute must be submitted to and settled by an Arbitrator. Each party may make submissions to the Arbitrator. The decision of the Arbitrator will be final and binding on the parties. The Arbitrator must also determine which party or parties pays the costs of and incidental to the resolution of the dispute, and in what proportion. The Arbitrator will be subject to the provisions of the relevant State in which the Arbitrator is appointed.

9.7 Disputes resolved in the Grower's favour

- (a) If a disputed invoice is resolved in favour of the Grower, then the invoice in question will be deemed to be amended as to reflect the resolution reached by the parties.
- (b) Within five business days of the resolution of the dispute Nutrano must reissue an amended invoice in accordance with the resolution reached pursuant to this clause 9.7.
- (c) If Nutrano has underpaid, then Nutrano must, at the same time as it issues the amended invoice, refund to the Grower any overpayment of the invoice.

10. VARIATION OF THIS AGREEMENT

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

11. AGREEMENT NOT ASSIGNABLE

- (a) This Agreement may be assigned by Nutrano subject to providing the Grower a written communication advising the same.
- (b) This Agreement may only be assigned by the Grower with consent in writing first being obtained from Nutrano, which consent may not be unreasonably withheld.

12. FORCE MAJEURE

Nutrano will not be liable nor have any responsibility of any kind to the Grower for any loss, damage, cost or expense incurred or suffered by the Grower following any failure, interruption or delay in the performance of Nutrano's obligations resulting from an event of Force Majeure or the consequences of an event of Force Majeure.

13. DEDUCTION AND SET-OFF

Nutrano may deduct or set-off against moneys the Grower owes to Nutrano any debts or monies (including under an indemnity or reimbursement obligation) Nutrano may owe to the Grower pursuant to this or any other agreement. This clause survives termination of this Agreement.

14. 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.

15. COUNTERPARTS

- (a) This Agreement may be executed in several counterparts.
- (b) All executed counterparts taken together constitute one agreement.

16. COSTS

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

17. 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) Subject to clause 17(d), 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 this Agreement, must return the payment to the party who made the payment within 14 days after the day on which this Agreement is terminated.
- (d) A party required to return a payment under clause 17(c) 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.

18. COOLING OFF PERIOD

Despite clause 17, either party may terminate this Agreement within seven days of the date of signing this Agreement.

19. UNPAID MONEY

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

20. 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 12, 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 12 by giving notice to the other party.

21. GOVERNING LAW

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

22. 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.

23. ENTIRE AGREEMENT

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

24. NO WAIVER

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

25. INDEMNITY

Without limitation, the Grower hereby indemnifies Nutrano against:

- (a) all claims, losses or expenses that may be brought against or incurred or suffered by Nutrano 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.
- (c) This clause 25 survives termination of this Agreement.

26. REPLACEMENT AGREEMENT

From the Commencement Date this Agreement replaces any earlier Horticulture Produce Agreement between the parties in connection with any Produce delivered on or after the Commencement Date.

EXECUTED by the parties

SIGNED FOR AND ON BEHALF OF SEVEN FIELDS OPERATIONS LTD

Signature of director: _____

Name: _____

**Signature of director
or company secretary:** _____

Name: _____

SIGNED FOR AND ON BEHALF OF THE GROWER

Signature of director: _____

Name: _____

**Signature of director
or company secretary:** _____

Name: _____

Schedule

Item 1	Commencement Date	
Item 2	Initial Term	
Item 3	Grower name and contact details	Name: ABN: Address: Email: Mobile:
Item 4	Date for notice for non-renewal	30 days before the end of the Term.
Item 5	Orchard particulars	Approximate number of bins per variety Variety: Bins: Variety: Bins: Variety: Bins: Variety: Bins:
Item 6	INTENTIONALLY DELETED	
Item 7	INTENTIONALLY DELETED	
Item 8	INTENTIONALLY DELETED	
Item 9	Packing Shed	
Item 10	INTENTIONALLY DELETED	
Item 11	Payments and Payment Periods	Payment will be made within 28 days of the end of month when Produce has been accepted by Nutrano]
Item 12	Notices	To the Grower: refer Item 2 To Nutrano: Address: Email: Mobile: Attention:
Item 13	Bank account details	Bank: _____ Branch: _____ BSB: _____ A/C No: _____
Item 14	Reporting Period	Reports will cover each delivery of Produce by the Grower to Nutrano.

Appendix 1

GROWER NAME					
Date Picked	Fruit Type	Block	Bins Picked	Estimated Kgs	Estimated Pack Out

Appendix 2



Insert Date

Grower Name

Business Name

Address

By signing this pricing document, **insert grower** agrees and accepts the following pricing and conditions for the direct sale of produce to Seven Fields Operations (Nutrano);

- Volume of fruit to be sold; **insert volume**
- Fruit Type; **insert fruit type**
- Blocks/ Farm Area; **area of farm fruit to be harvested from**
- Agreed price per ton; **insert \$ amount**

The agreed price per ton is based on the following quality and sizing pack out estimates;

Count	Class 1	Class 2	Class 3	Composite	Total
22					0.00%
23					0.00%
27					0.00%
32					0.00%
36					0.00%
40					0.00%
48					0.00%
56					0.00%
64					0.00%
72					0.00%
80					0.00%
88					0.00%
96					0.00%
100					0.00%
110					0.00%
113					0.00%
125					0.00%
138					0.00%
150					0.00%
163					0.00%
165					0.00%
195					0.00%
215					0.00%
Total	0.00%	0.00%	0.00%	0.00%	0.00%

Juicable %	50.00%	<< Insert % of Factory kg's sold as Juice <<	Factory:	100.00%
Total			Total	100.00%

If the agreed quality and size pack out falls outside this estimate by $\pm 5\%$ Nutrano reserves the right to decrease the price per ton to recover price reductions due to decreased quality factors.

EXECUTED by the parties

SIGNED FOR AND ON BEHALF OF SEVEN FIELDS OPERATIONS LTD

Signature: _____

Name: _____

SIGNED FOR AND ON BEHALF OF THE GROWER, WHO IN SO SIGNING WARRANTS THEY ARE DULY AUTHORISED BY THE GROWER TO ENTER INTO THIS AGREEMENT

Signature: _____

Name: _____