

# Quality Produce International



**Fruit and Vegetable Merchants**

**Importers and Exporters**

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## TERMS OF TRADE

**Quality Produce International (QPI) is prepared to act as a merchant by agreement with the grower.**

### **1. When acting as a Merchant:**

- a. The price of horticulture produce sold under the Agreement shall be agreed in writing, with electronic signatures being accepted, before or immediately on delivery **or** by the formula method as set out in the merchant HPA.

### **2. Price Determination**

The purchase price for produce shall be either:

- a. Determined as an agreed price for the specific produce
- b. An amount calculated by a method or formula set out in the HPA.

### **3. 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**.

### **4. 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 **2(b)** above; **or**
- b. The quality of produce delivered to **QPI** must comply with clause **2(b)** and must be packed and presented in accordance with the product specifications (Freshspecs) published by the Fresh Markets Australia (**FMA**) from time to time as specified by **QPI** in writing.

### **5. Requirements of QPI in Respect to Storage and Handling.**

**QPI** must exercise reasonable care and skill in handling and storing all produce under their control.

## **6. Obligation to deal in good faith**

- a. **QPI** must at all times deal with a grower in good faith within the meaning of the unwritten law as in force from time to time.
- b. A grower must at all times deal with **QPI** in good faith within the meaning of the unwritten law as in force from time to time.

## **7. Circumstances under which QPI may reject produce and the consequences of the rejection.**

**QPI** is entitled to reject all or some of the produce within 24 hours of receiving it 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's produce does not comply with **QPI** quality requirements as specified in clause 3.
- 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. Where produce is not rejected or is rejected but a person requested to inspect it under clause 6.f determines it should not be rejected, **QPI** is deemed to have assumed risk in the produce at the time **QPI** received it.
- 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.

## **8. Dispute Resolution**

In the case of a dispute that may arise under this agreement, the Growers contact will be either of the directors of the Company that is acting as the Merchant.

## **9. Payment Terms**

- a. **QPI** will pay the grower in the form of a direct bank deposit into an account nominated in writing by the grower for the purchase of the grower's produce within 21 days of receiving the produce.
- b. **QPI** is authorized to deduct any levies and fees for service payable under state or Commonwealth legislation.

## 10. Insurance

The business holds the following insurance for produce:

Insurer	QBE Insurance (Australia) Ltd
Maximum amount of claims covered by insurance.	\$1,650,000
Defined events covered by insurance.	Fire, theft and accidental damage and other deterioration and/or inherent loss of any kind.