

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:

QPI acts as a merchant and is only prepared to trade as a Merchant for the purposes of the code.

2. Price Determination

The purchase price for produce shall be either:

- a. Determined as an agreed price for the specific Produce in writing and signed by both parties prior to the produce being offered for sale.
- b. An amount calculated by a method or formula set out in the HPA.
- c. The purchase price for produce as well as the additional fees for services performed by the merchant for the benefit of the grower shall be outlined in the HPA and agreed to in writing by the grower.

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 rights 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. Failing a resolution the parties in dispute shall refer to the dispute resolution procedure outlined in Part 5 of the Horticultural Code of Conduct 2017.

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. Independent Legal Advice

The merchant (QPI) recommends that growers seek independent legal advice in relation to the HPA prior to it being entered into between the merchant and the grower.

11. Changes to Terms of Trade

The merchant may from time to time amend these Terms of Trade in accordance with the requirements of the Code provided the Merchant provides the grower with notice of the change. Such notice can be provided by way of publication on the merchant’s website.

12. Grower Acknowledgement

The grower acknowledges that it must not supply any Produce to the merchant without having accepted the HPA in writing.

13. Insurance

The business holds the following insurance for produce:

Insurer	Miramar
Maximum value of claims covered by insurance.	\$750,000
Defined events covered by insurance.	Fire, theft and accidental damage and other deterioration and/or inherent loss of any kind.