

Terms of Trade

When terms of trade apply

1. These terms of trade set out the terms and conditions on which M V Napoleone & Co Pty Ltd trading as Red Rich Fruits ABN 84 005 291 403 Trader is prepared to trade in horticultural products with growers as required by the Horticultural Code of Conduct (**Code**).
2. The Code requires that a trader and grower may only trade in horticultural produce with each other if they have entered into a horticultural produce agreement that complies with the Code.
3. If the Trader and grower agree, these terms of trade may be included in a horticultural produce agreement between the Trader and a grower and form part of the terms and conditions of that agreement.

Trader's role

4. The Trader is prepared to trade in horticulture produce with a grower as a merchant.

Delivery requirements

5. Horticulture produce must be delivered by a grower to the merchant and accompanied by documentation that accurately describes the quantity, variety, size and characteristics of the produce. If the produce has been packed by the supplier it must:
 - Be fit for human consumption and comply with any statutory regulations including food safety, packaging and or labelling.
 - The supplier must have complied with the Trade Measurement Act 1995 (Vic) with respect to the produce.
 - The produce must be fit for its purpose.
 - The produce must be packed and preserved and comply with the major Australian Supermarkets product specifications including quality and shelf life.

Quality of produce

6. Horticulture produce provided by a grower must comply with the following requirements in relation to quality of produce: Produce must meet specifications of the major Australian Supermarkets unless advised otherwise.

Rejection of produce

7. Horticulture produce supplied by a grower may be rejected if the horticulture produce does not meet the agreed quality requirements described above or the grower does not have title to the produce.
8. The Trader will immediately notify the grower by telephone, fax, email or other electronic means if it rejects any horticulture produce and will subsequently advise the grower in writing of the rejection and the reasons for the rejection within three days following delivery of the horticulture produce to the Trader.

Payment

9. The merchant will pay the grower for the horticulture produce in instalments throughout the year.

Insurance

12. The Trader has insurance in respect of the horticulture produce once the produce is under the Trader's control.
13. The Trader's insurer is Lloyds of London. The maximum amount of claims covered by the Trader's insurance policy is \$20,000,000.00
14. The insurance held by the Trader covers fire, theft and accidental damage (other than deterioration of quality or any other inherent losses).