

THE GREAT AUSTRALIAN MUSHROOM COMPANY

ABN 18 039 007 939

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Terms of Trade

When terms of trade apply

1. These terms of trade set out the terms and conditions on which The Great Australian Mushroom Company P/L ABN 18 039 007 939 [The Trader] is prepared to trade in horticultural products with growers as required by the Horticultural Code of Conduct [The 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 the 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 in the following manner: Before 2am on day of delivery to The Great Australian Mushroom Co. P/L stand, at a core temperature of 0.5 °C to 8 °C.
Delivery will be deemed to take place when quantities and qualities of produce are confirmed.

Quality of produce

6. Horticulture produce provided by a grower must comply with the following requirements in relation to quality of produce: Published AMGA Specifications as at 30/4/07.

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 (published AMGA Specifications as at 30/4/07) or if physical damage, freezing, excessive heat (>10 °C) is present.
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 2 working days following delivery of the horticulture produce to the Trader.
9. The consequences of the Trader rejecting the horticulture produce are as follows: Renegotiation of purchase price.

Payment

10. If the Trader is trading as a merchant, the Trader will pay the grower for the horticulture produce within 30 days from date of end of 1st trading week or by negotiation with the grower.

Insurance

11. The Trader has insurance in respect of the horticulture produce once the produce is under the Trader's control.
12. The Trader's insurer is Melbourne Insurance Brokers. The maximum amount of claims covered by the Trader's insurance policy is \$20,000.
13. The insurance held by the Trader covers fire and peril.