



LaManna Premier Group

LaManna Bananas Pty Ltd ABN 87 004 843 556
103-107 Hyde St, Footscray, Victoria 3011, Australia
t +61 3 9688 2000 f +61 3 9689 5253
info@LPGroup.com.au

LaManna Premier Group Terms of Trade (MERCHANT)

in accordance with the Horticulture Code of Conduct

These LaManna Premier Group Terms of Trade are effective from 12th December 2016 and apply to trade on a merchant basis in horticulture produce with the following companies:

LaManna Bananas Pty Ltd (ABN 87 004 843 556)
LaManna Bananas (Adelaide) Pty Ltd (ABN 31 964 373 610)
Premier Fruits Pty Ltd (ABN 17 059 689 217)
Premier Fruits Brisbane Pty Ltd (ABN 91 108 644 211)
Premier Fruits Adelaide Pty Ltd (ABN 21 122 627 374)
Premier Fruits Group Pty Ltd (ABN 26 119 895 742)
Premier Farms Pty Ltd (ABN 31 103 403 603)
Fresh Choice WA Pty Ltd (ABN 63 082 733 006)
Col Johnson & Co Pty Ltd (ABN 96 097 104 606)

("LaManna Premier Group Companies")

HOW WE WILL TRADE WITH OUR SUPPLIERS

We offer suppliers a choice of trading with us on a merchant or agency basis. These terms apply to suppliers who have entered into a Horticulture Produce Agreement (Merchant) with us and under these terms we will act as a **merchant** for the purposes of the Horticulture Code of Conduct.

DEFINITIONS

GST means goods and services tax.

Horticulture Code of Conduct means the Horticulture Code of Conduct set out in the Schedule to the Trade Practices (Horticulture Code of Conduct) Regulations 2006.

LaManna Premier Receiving Agent means the LaManna Premier Group Company to whom you supply horticulture produce.

LaManna Premier Reporting Agent means the LaManna Premier Group Company that has sold the horticulture produce supplied by you and is responsible for reporting to you.

Reporting Period ('reporting period', 'the report'), means either the period between delivery of each individual consignment of horticulture produce that you send to us and the date that consignment is fully sold, or two months, whichever is shorter.

Statement Period ('statement period', 'the statement') means 21 days after the end of the Reporting Period.

Supplier ('supplier', 'you') means a person who supplies horticulture produce to us.

Wholesaler ('wholesaler', 'us', 'we', 'our') means each of the LaManna Premier Group companies listed above.

HORTICULTURE PRODUCE AGREEMENT

All Suppliers of horticulture produce to any of the LaManna Premier Group companies are required to have signed a Horticulture Produce Agreement as a condition of acceptance of any consignment of produce, unless the Supplier has a written agreement with the LaManna Premier Group which was executed on or before 14 December 2006.

OUR FEE STRUCTURE

We will purchase the produce from the Supplier at a price agreed in writing **upon delivery** of the produce to us. Delivery for the purposes of these Terms of Trade occurs when the produce is immediately available for resale.

Produce that has to be ripened or conditioned prior to it being saleable will be considered to be delivered when it has been conditioned to such an extent that it becomes readily saleable.

For the purposes of these Terms of Trade we are authorised by you to prepare your product for resale.

If GST is payable on a supply of services by us to you, you must also pay the amount of that GST.



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The LaManna Premier Receiving Agent reserves the right to transfer part or all of any consignment received from you to any other LaManna Premier Group Company to be sold by that company, who will become the LaManna Premier Reporting Agent.

ADDITIONAL SERVICES

If you elect to use any other services provided by us then the charge for these services will be deducted from amounts payable to you under this agreement

The price for other services will be agreed in writing before such services are scheduled to commence.

RESPONSIBILITIES OF EACH PARTY

We agree to:

1. trade in horticulture produce with you as a merchant as set out in our Horticulture Produce Agreement with you;
2. advise you in writing of any quality specifications or requirements in relation to the horticulture produce prior to you sending horticulture produce shipments;
3. hold insurance for horticulture produce under our control.
The details of the insurance policy are as follows:
 - (a) the insurance policy is with Brooklyn Underwriting through Lloyds of London;
 - (b) the maximum value of claims covered by the policy is \$1 million depending on location;
 - (c) the policy covers fire, theft and accidental damage (other than deterioration of quality or any other inherent losses);
4. take title and risk in the produce upon delivery. Subject to clause 11 below, we will be responsible for all damage to, or loss of, produce after title and/or risk has passed to us;
5. purchase the product from you at a price agreed in writing **upon delivery** of the produce to us;
6. pay the amounts payable to you under this agreement within 21 days of the sale of the horticulture produce by us;
7. deduct all State, Federal and voluntary charges relating to the produce concerned from the price paid to you;
8. inform you of any problem or discrepancy with the horticulture produce immediately upon discovery of the problem or discrepancy in writing, and provide you with the reasons for the rejection and consequences of the rejection within 48 hours of discovery of the problem or discrepancy. A discrepancy may occur where you have not met quality, quantity or labelling specifications set out by us in clause 2 below under "You agree to", you have delivered horticulture produce to us without it conforming with necessary specifications, or you have delivered horticulture produce to us without first having signed a Horticulture Produce Agreement;
9. if we cannot reach agreement with you on how to trade the rejected produce you may either engage a Horticulture Produce Assessor (at your cost) to undertake an independent assessment or notify us in writing that you instruct us to return your consignment of produce, in each case within 24 hours of our notice of rejection of the produce. If you do not elect to appoint an assessor or instruct us to return your consignment, we will deal with the produce as we see fit, taking into account our obligation to exercise all reasonable care and skill in handling and storage, whether this is through achieving a sale at a reduced price to a retailer in the market, or disposing of the horticulture produce and obtaining a disposal certificate;
10. provide additional services requested by you as agreed between us;
11. promptly answer any concerns or deal with any complaints from you firstly in accordance with our dispute resolution procedures, and then by the procedures set out in the Horticulture Code of Conduct;.

You agree to:

1. advise the LaManna Premier Receiving Agent before despatching each horticulture produce shipment;
2. ensure that horticulture produce delivered to the LaManna Premier Receiving Agent meets the following quality requirements:
 - (a) if dealing in Class One product, specifications as directed by FreshSpecs Produce Specifications as disclosed on the Fresh Markets website (www.freshmarkets.com.au/FreshSpec/freshspecs.html);
 - (b) if dealing in other classes of product, the specifications normally expected of that class of produce;
 - (c) provide accurate details of each horticulture produce shipment upon despatch, including the correct labelling of all produce in accordance with the statutory requirements set by Food Standards Australia New Zealand;



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3. not dispatch produce to us that has not been solicited by the LaManna Premier Group and/or which does not comply with the requirements as set out in these Terms of Trade;
4. be responsible for all costs of delivery of the horticulture produce to our designated point of receipt for each consignment, the cost of which you can choose to meet by:
 - (a) electing to allow us to secure transport on your behalf and deduct a set amount, as advised from time to time, from your return;
 - (b) electing to secure your own transport and pay your own costs directly with the transport company;
5. ensure that all deliveries reach our designated point of receipt for each consignment within the agreed timeframe set for each consignment;
6. promptly advise us of any horticulture produce that does not meet the requirements set out in clause 2 above, or that does not comply with our specifications as advised by us from time to time; and
7. promptly advise us of any concerns or complaints and use our dispute resolution procedures in the first instance, before following the procedures as set out in the Horticulture Code of Conduct.

VARIATION OF LAMANNA PREMIER GROUP TERMS OF TRADE

We may vary or replace these Terms of Trade (Merchant) by giving you seven days' notice and publishing the new terms of trade.

We reserve the right to vary or exclude the application of any of these terms in any Horticulture Produce Agreement entered into with a Supplier.

QUESTIONS AND CORRESPONDENCE

Any questions in relation to our Terms of Trade (Merchant) or your Horticulture Produce Agreement should be directed to:

- **LaManna Premier Group**
 - Mandy Williams on 03 9688 2011
 - Simon Hardie on 0420 304 221

You may also contact your local LaManna Premier Group State Manager.