



MITOLO GROUP (MITOLO) STANDARD TERMS OF TRADE IN HORTICULTURE PRODUCE WITH GROWERS (HORTICULTURE CODE)

1. Mitolo is prepared to trade in horticulture produce with growers (**Grower**) as a merchant.
2. The Grower must ensure that its personnel engaged in the supply of the produce are trained, instructed, appropriately supervised and competent for the work to be performed by the Grower and that all work is performed professionally, with appropriate qualifications, care, skill and diligence.
3. The Grower must deliver the produce to a location specified by Mitolo, using a freight provider approved by Mitolo (at the Grower's cost) and at the time or during the period agreed and specified in the applicable horticulture produce agreement.
4. The Grower must ensure that each delivery docket for a delivery of produce contains the following details:
 - (a) Grower's name and address;
 - (b) date dispatched;
 - (c) gross weight by variety/pack;
 - (d) variety/grade/colour/size (as applicable);
 - (e) container type;
 - (f) destination;
 - (g) carrier's company name; and
 - (h) truck registration number.
5. Labels on the produce must all contain the following information:
 - (a) Grower's name;
 - (b) variety;
 - (c) paddock;
 - (d) weight (if using own scales); and
 - (e) date packed.
6. The Grower must take all reasonable and appropriate steps to ensure that the produce is protected against all damage and deterioration during transportation.
7. Except as otherwise agreed title to and risk in the produce passes to Mitolo when it has taken delivery of the produce at the location specified by Mitolo and the produce has been graded and packed by Mitolo.
8. The Grower must provide to Mitolo copies of all quality assurance and food safety documentation as reasonably required by Mitolo, which may include compliance certification with HARPS Tier 3 (including MRL results) prior to delivery of the produce.



9. All produce must meet specific quality criteria which will be notified to the Grower and incorporated into a horticulture produce agreement with the Grower (**Specifications**). The Specifications relate to satisfying the quality requirements of Mitolo's customers.
10. Mitolo may (within 48 hours of delivery) reject the produce if it is unsafe, does not meet Specifications or is not supplied at the time or during the period required under the applicable horticulture produce agreement.
11. If Mitolo rejects produce it will, within 24 hours after the time at which the produce is rejected, notify the Grower of the rejection.
12. Unless otherwise agreed the Grower shall within 48 hours of receiving notification of the rejection (at its own cost) remove from the place of delivery any produce that Mitolo has rejected.
13. Mitolo may require the Grower to refund to Mitolo any payments made by Mitolo in respect of any rejected produce or replace free of charge any produce which fails to meet the Specifications.
14. Mitolo will provide the Grower with a recipient created tax invoice (**Invoice**) within 5 business days of title and risk in the produce passing to Mitolo.
15. Mitolo will pay the Grower the purchase price for the supply of the produce within 45 days from the date of the Invoice subject to the satisfactory performance of the Grower's obligations under the applicable horticulture produce agreement and acceptance of the produce by Mitolo. The purchase price includes all costs, taxes and duties (including GST) and expenses incurred by the Grower (including transportation costs which must be met by the Grower).
16. Mitolo may deduct from any amounts due to the Grower any amounts due from the Grower to Mitolo.
17. Mitolo has insurance for produce under Mitolo's control, the details of which are as follows:
 - 17.1 the insurance policy is with Zurich Australia Insurance Ltd;
 - 17.2 the maximum amount of insurance cover provided by the policy in respect of claims that may be made in relation to the produce is \$160 million combined industrial special risks;
 - 17.3 the policy covers Damage, being physical loss, damage or destruction.
18. The Grower must, before commencing supply of the produce, effect and maintain all insurances which would ordinarily be maintained by a prudent supplier of the produce.
19. The Grower must not without the prior written consent of Mitolo, which consent will not be unreasonably withheld, sub-contract any part of the supply of produce.