

Standard Terms of Trade

1 About

- 1.1 This document is published by Fresh Select (Aust) Pty Ltd as trustee for the Fresh Select Trust (ABN 77 154 647 892) (**we/us/our**) pursuant to clause 10 of the Horticulture Code of Conduct prescribed by the Competition and Consumer (Industry Codes-Horticulture) Regulations 2017 (**Code**).
- 1.2 For the purposes of the Code, this document constitutes our "terms of trade". It sets out the standard terms on which we are prepared to trade with growers of horticulture produce.

2 General requirements

- 2.1 We will only trade with growers in a manner that is consistent with the Code.
- 2.2 In general, we will only agree to purchase produce from growers acting as a "merchant" and not as an "agent", as those terms are defined in the Code.
- 2.3 All growers who trade with us will need to enter into a written agreement with us, called a "Produce Supply Agreement".
- 2.4 Each Produce Supply Agreement will set out the specific arrangements agreed between us and each grower and will substantially include the terms in this document plus any other terms that we may agree to with growers.

3 Quality and quantity requirements

- 3.1 Our quantity and quality requirements for produce may vary from grower to grower. The applicable requirements will be set out in each Produce Supply Agreement.
- 3.2 By way of example, the following quantity and quality requirements may apply:
- (a) Each week we may issue some growers a program containing our forecasted order quantities for the upcoming week. We may update the weekly program on a daily basis up until the day before dispatch. The final quantity requirements will be as per the weekly program issued immediately prior to dispatch.
 - (b) Each week we may discuss with some growers their schedule of forecasted harvest quantities for the upcoming week. This schedule may be updated on a daily basis up until the day of harvest. The final quantity requirements will be the actual harvested quantity.
 - (c) We may place orders with some growers on an ad hoc basis from time to time. The quantity requirements for such orders will be the quantity we specify at the time of placing the order.
 - (d) The quality requirements may be as per the Coles Fresh Produce Product Specifications applicable to the produce supplied by growers.

4 Delivery requirements

- 4.1 Our produce delivery requirements may vary from grower to grower. The applicable requirements will be set out in each Produce Supply Agreement.

- 4.2 By way of example, the following requirements may apply for delivery of produce:
- (a) Some growers may need to arrange delivery to our DC in Werribee, Victoria, or to a DC operated by one of our nominated customers. Other growers may need to arrange for us to collect produce from a different nominated location.
 - (b) On delivery, growers will need to provide us such documentation as we may reasonably request, such as documentation specifying the quantity, variety, size and class of produce being delivered.

5 Rejection

- 5.1 We may reject produce delivered by a grower if:
- (a) the produce is different to what we ordered;
 - (b) the produce does not meet the applicable quality and quantity requirements;
 - (c) the grower does not own the produce at the time of delivery, or the produce is subject to a third party security interest at the time of delivery.
- 5.2 If we reject produce delivered by growers, we will:
- (a) notify them of the rejection within 24 hours (in writing or orally); and
 - (b) provide them written reasons for the rejection and details of the consequences within 5 business days.

6 Payment terms

- 6.1 The period in which we will make payment for produce we purchase may vary from grower to grower, and the applicable requirements will be set out in each Produce Supply Agreement.
- 6.2 By way of example, we will generally make payment within 21 days of delivery.

7 Insurance

- 7.1 Our insurance for produce under our control:
- (a) is with Solution Underwriting Agency Pty Ltd;
 - (b) is for a maximum amount of \$20 million in respect of claims made in relation to the produce; and
 - (c) provides coverage of \$250,000 for fire, theft and accidental damage (other than deterioration of quality or any other inherent losses).

8 Other

- 8.1 The publication and contents of this document are not intended as an offer by us to trade or do business with any person, nor to create any legally binding relationship between us and any person.
- 8.2 We may vary this document at any time without notice, so you should check our website for the most up-to-date version.