

Horticultural Produce Agreement

Read this agreement in conjunction with the Grower Terms of Trade available on our website or upon request.
 A choice printed in BLOCK CAPITALS applies unless a different choice is marked.
 Please print clearly.

<i>Moraitis:</i>	Name: Moraitis Pty Limited and/or Moraitis Fresh Pty Limited Head office address: 6-8 Carter St Homebush Bay, NSW 2127 Contact Name:	ABN: 33 119 180 004 ABN: 98 071 791 369 Phone: (02) 8748 6600 Fax: (02) 9648 4862
<i>Moraitis is:</i>	a Merchant for the purposes of the <i>Horticulture Code of Conduct</i>	
SUPPLIER PLEASE COMPLETE THIS SECTION TO GIVE US YOUR CORRECT DETAILS		
<i>Supplier:</i>	Name Address Contact	ABN Phone Fax
<i>Supplier is:</i>	<input type="checkbox"/> Company <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Other (describe)	
<i>Type of Produce:</i>		
MORAITIS CONTACT PERSON TO PRE-COMplete THIS SECTION		
<i>Commencement Date of this Agreement:</i>	<i>(If not stated, it will commence on the date this agreement was signed by all parties)</i>	
<i>Produce to be delivered to:</i>	Address	Phone Fax
<i>Payment terms:</i>	Payment will be made no later than 45 days from the end of the Week during which the relevant Produce is accepted by Moraitis or as otherwise set out in any Order Form.	
<i>Delivery at cost of:</i>	<input type="checkbox"/> Moraitis <input type="checkbox"/> Supplier	
<i>Moraitis' Insurance:</i>	No insurance over Supplier's produce while in the possession of Moraitis prior to Moraitis taking title to the produce.	

ACCEPTANCE AND ACKNOWLEDGEMENT

I/We, being the Supplier named above, by signing below hereby acknowledge and agree that:

- this Horticulture Produce Agreement and the Grower Terms of Trade available on the Moraitis website or upon request (and each Order Form and Purchase Order issued by Moraitis to the Supplier in respect of the supply of Produce) constitute a Horticultural Produce Agreement for the purposes of the *Horticulture Code of Conduct*, and
- the person/s signing below is duly authorised to sign this agreement on behalf of the Supplier.

Signed for and on behalf of the **Supplier** by its authorised representative in the presence of the witness:

Signature of Supplier Signature of Witness

Print Name of Signatory Print Name of Witness

Date of signing:

Signed for and on behalf of **Moraitis** by its authorised representative in the presence of the witness:

Signature of Moraitis Signature of Witness

Print Name of Signatory Print Name of Witness

Date of signing:

DECLARATION AS TO LEGAL ADVICE IN RELATION TO HORTICULTURAL PRODUCE AGREEMENT

For the purposes of Clause 8 of the Horticulture Code of Conduct:

The Supplier obtained legal advice

The Supplier states that it retained its own legal advisor (**Advisor**) to act for the Supplier in relation to the Grower Terms of Trade and Horticultural Produce Agreement (**HPA**) to be entered into between Moraitis and the Supplier and has received independent legal advice from the Advisor in relation to the HPA before entering into the HPA;

OR

The Supplier did NOT obtain legal advice

The Supplier acknowledges that Moraitis has recommended that the Supplier seeks independent legal advice in relation to the Grower Terms of Trade and Horticultural Produce Agreement (**HPA**) to be entered into between Moraitis and the Supplier. The Supplier warrants to Moraitis that it has read the HPA and understands its meaning and effect and, in particular, has a full understanding of the liabilities and obligations of, and implications for, the Supplier's affairs and assets. Accordingly, the Supplier has elected not to obtain legal advice and waives any right or recourse the Supplier may have otherwise had against Moraitis for not having obtained such advice.

SUPPLIER TO SIGN:

Signed for and on behalf of the **Supplier** by its authorised representative in the presence of the witness:

Signature of Supplier

Signature of Witness

Print Name of Signatory

Print Name of Witness

Date of signing: