

1. Total Food Network Australia (TFN) will operate as a MERCHANT when purchasing Horticulture Produce under terms of the Horticulture Competition and Consumer (Industry Codes—Horticulture) Regulations 2017.
2. TFN will offer to trade with any Grower / Farmer who has co-signed our Horticulture Produce Agreement (HPA) and is prepared to supply Horticulture Produce at a mutually pre-agreed quality, quantity, and price.
3. Horticulture Produce is to be delivered as required to TFN's own sites: Brisbane Packing Shed (2 Shoebury Street, Rocklea), Brisbane Warehouse (Unit 5, Q Block, Brisbane Markets), or Cairns Warehouse (37 Redden Street, Portsmith).
4. The Grower / Farmer will bear the costs of delivery of Horticulture Produce to TFN unless agreed otherwise by both parties in writing.
5. The Grower / Farmer must provide documentation (evidence for invoicing) for each delivery, listing the various types and quantities of all consigned Horticulture Produce.
6. TFN will ensure that the Grower / Farmer is given a document evidencing receipt of the delivered Horticulture Produce.
7. Horticulture Produce delivered by the Grower / Farmer must comply with quality requirements / specifications which are mutually agreed before delivery. Horticulture Produce not meeting required standards may be returned to the Grower / Farmer, at supplier's cost, within 24 hours of delivery. Quality criteria are not applicable where Horticulture Produce is supplied for the purpose of retail grading under a recipient-generated invoice arrangement.
8. Where a delivery of Horticulture produce rejected by TFN due to quality reasons, or else excessive grading loss is anticipated (over pre-agreed limits), TFN shall notify the grower of all details, in writing, within 24 hours of receipt.
9. The price that TFN will pay the Grower / Farmer for delivered Horticulture Produce will be mutually agreed, in writing, prior to delivery.
10. TFN will pay the Grower / Farmer for the purchase of a Grower / Farmer's delivered Horticulture Produce, at the pre-agreed price:
 - (a) within 60 days of the Grower / Farmer delivering the Horticulture Produce to TFN
 - (b) by electronic transfer unless otherwise agreed in writing between TFN and the Grower / Farmer.
11. TFN will maintain insurance coverage for Horticulture Produce within the control and custody of TFN, via CGU. The maximum claimable amount for losses or damage to Horticulture Produce is \$300,000. The insurance policy covers fire, theft and accidental damage for content, excepting in the instance of flood (other than deterioration of quality or any other inherent losses).
12. A Horticulture trading agreement ("HPA") between TFN and a Grower / Farmer may be terminated by either party by the issuing of four (4) weeks' written notice to the other party. The cooling-off period for a new HPA is 14 days after signing of the agreement.