

## T&G PIPFRUIT POST HARVEST SERVICES AGREEMENT

<b>Contract Number:</b>	<b>Vendor Number:</b>	<b>Supplier Number:</b>
<b>PARTIES</b>		
<b>T&amp;G PIPFRUIT</b>	<b>Full Legal Name:</b> ENZAFruit New Zealand International Limited <b>Trading Name:</b> T&G Pipfruit <b>Postal Address:</b> PO Box 279, Hastings 4156 <b>Physical Address:</b> 2 Anderson Road, Whakatu, Hastings 4180	
	<b>Contact person</b>	<b>Agreement authority (who can legally bind T&amp;G Pipfruit)</b>
	<b>Name:</b> Emma George <b>Position:</b> Head of NZ Post Harvest <b>Phone:</b> +64 6 873 0643 <b>Mobile:</b> +64 21 222 7530 <b>E-mail:</b> emma.george@tandg.global	<b>Name:</b> Emma George <b>Position:</b> Head of NZ Post Harvest <b>Phone:</b> +64 6 873 0643 <b>Mobile:</b> +64 21 222 7530 <b>E-mail:</b> emma.george@tandg.global
<b>SUPPLIER</b>	<b>Full Legal Name:</b> <b>Trading Name (if different from above):</b> <b>Postal Address:</b> <b>Physical Address:</b>	
	<b>Contact person</b>	<b>Agreement authority (who can legally bind the Supplier)</b>
	<b>Name:</b> <b>Position:</b> <b>Phone:</b> <b>Mobile:</b> <b>E-mail:</b>	<b>Name:</b> <b>Position:</b> <b>Phone:</b> <b>Mobile:</b> <b>E-mail:</b>
<b>AGENT(S)</b>		
<b>GUARANTOR(S)</b> (If required)		
<b>INITIAL TERM and Pricing Schedule(s) Update</b>	<p>This Agreement covers the provisions of Services by T&amp;G Pipfruit to the Supplier in the Season(s) as set out below:</p> <p><b>1 January 2022 – 31 December [^], being a term of [^] Season(s)</b></p> <p>At the expiry of the Initial Term, this Agreement (and the Services) will be automatically renewed for the following Season and each subsequent Season thereafter unless notified by either party in accordance with clause 3.1 and 6 of Part A of the General Terms and Conditions.</p> <p>Notwithstanding any other term or provision in this Agreement or the General Terms and Conditions to the contrary, the attached Pricing Schedule(s) shall apply for the forthcoming Season.</p>	
<b>STORE / PACKHOUSE LOCATIONS</b>	T&G Pipfruit Packhouses Whakatu	
<b>DATE OF AGREEMENT</b>		

<b>SERVICES</b>	<b>Applicable Service Schedules:</b> <b>(Those of the following that are attached to Appendix 1)</b> <ul style="list-style-type: none"> <li>• Packhouse Services Pricing Schedule</li> <li>• FAS Storage Service</li> <li>• CA Storage Service</li> <li>• Regular Atmosphere Bin Storage Service</li> <li>• Additional Cool Storage Services</li> <li>• Bin Hire Service</li> <li>• Smart Fresh Service</li> </ul>
	<b>Packhouse Services</b> <b>(Terms of Trade set out in Appendix 2)</b>
	<b>Logistics Services</b> <b>(Terms of Trade set out in Appendix 3)</b>

T&G Pipfruit agrees to provide the Services to the Supplier during the Term upon the terms of this Agreement.

The Supplier confirms that it has read and accepted the terms of this Agreement, including the Appendices and Schedules attached (to the extent the relevant Appendix and/or Schedule applies to the Service(s) to be provided) and the T&G Pipfruit General Terms and Conditions, which all form part of this Agreement. A copy of the T&G Pipfruit General Terms and Conditions, as may be updated from time to time, can be obtained from T&G Global Limited's website (<http://www.tandg.global/pipfruit-agreements/>) or provided to the Supplier on request.

<b>SIGNATURES</b>	<b>For the Supplier</b>	<b>For T&amp;G Pipfruit</b>
	_____	_____
	(Signature)	(Signature)
	<b>Name:</b> <b>Position:</b> <b>Date:</b>	<b>Name:</b> Emma George <b>Position:</b> Regional Post Harvest Manager <b>Date:</b>
By signing below, each Guarantor acknowledges that: (i) it has read and understood the guarantee and indemnity provisions in the Agreement; (ii) T&G Pipfruit has suggested that it take legal advice; and (iii) it has had a reasonable opportunity to seek legal advice.		
<b>For the Guarantor (if required)</b>	<b>For the Witness to Guarantor's signature</b>	
_____	_____	
(Signature)	(Signature)	
<b>Name:</b> <b>Position:</b> <b>Date:</b>	<b>Name:</b> <b>Occupation:</b> <b>Address:</b>	

**Office Use**

## APPENDIX 1

### APPLICABLE SCHEDULES

To the extent ticked below, the following schedules are attached to and form part of this Agreement:

- Packhouse Services Pricing Schedule
- FAS Storage Service
- CA Storage Service
- Regular Atmosphere Bin Storage Service
- Additional Cool Storage Services
- Bin Hire Services
- Smart Fresh Service

## APPENDIX 2

### PACKHOUSE SERVICES TERMS OF TRADE

#### 1. SERVICES

- 1.1 T&G Pipfruit agrees to provide the Packhouse Services to the Supplier during the Term in accordance with the terms and conditions of this Agreement.

#### 2. SUPPLIER'S RESPONSIBILITY

- 2.1 Subject to the terms of this Agreement, the Supplier agrees that it shall:

- (a) submit Product which meets the relevant Buyer's Product supply specifications. Product delivered in bins must be free of attached spurs, leaves, vermin and generally free of rotten Product;
- (b) email, fax or otherwise deliver to T&G Pipfruit copies of spray diary clearance certificates applicable to the relevant Product before that Product is submitted to T&G Pipfruit;
- (c) supply sufficient monitoring records to support the harvest of each Product variety, and for each successive pick, and written permission from the relevant Buyer for any harvest period extensions;
- (d) email, fax or otherwise deliver to T&G Pipfruit copies of all contract volumes agreed with the relevant Buyer and any changes to those volumes agreed with that Buyer;
- (e) supply to T&G Pipfruit on a weekly basis its proposed picking schedule for Product varieties and volume;
- (f) be responsible and accountable for harvest Bins whilst such Bins are in the Supplier's care;
- (g) ensure all cool-chain requirements are met, with all Product covered until submitted to T&G Pipfruit. Varieties of Product with a 24 hour cool-chain specification must be submitted on the day of harvesting;
- (h) supply all necessary documentation with all Product submitted, with all bins correctly identified with bin cards. This documentation shall include:
  - (i) the name of the Buyer to whom all the Product in that bin is to be sold to. Only one Buyer may be specified in respect of a bin without the prior written agreement of T&G Pipfruit; and
  - (ii) for any Product submitted to T&G Pipfruit for export packing, where relevant.
    - (aa) Spray Diary Clearance Certificates: For each variety and block, (if more than one clearance).
    - (bb) Mineral Analysis: (Cox and Braeburn) Copies of analysis from laboratory.
    - (cc) Cutting Sheets: B.B.D for Braeburn, Mouldy Core for Fuji and Red Delicious.

- (dd) Maturity Monitoring Sheets: Copies of data to support start of harvest for each variety, and separate block. These need to cover 2 weeks prior to actual start to show the required maturity curve.
- (ee) ESP Data: Data on a pick by pick and variety basis.
- (ff) Maturity Clearance from Buyer: Permission (if applicable) for extension of harvest from the relevant Buyer.
- (gg) Packhouse Submission Documents: All present and correctly filled in.

Such information may be provided to T&G Pipfruit electronically in a form and manner acceptable to T&G Pipfruit. Where documentation submitted is incomplete, T&G Pipfruit reserves the right to refuse receipt of the Product until the appropriate corrections have been made by the Supplier;

- (i) provide orchard quality control sheets which will identify any bins containing Product which has or may have been damaged during harvesting, or containing Product known not to comply with either the relevant Buyer's specifications or T&G Pipfruit's specifications and bring the matter to the attention of T&G Pipfruit;
- (j) be responsible for delivering (and for the cost of delivery of) the Product to T&G Pipfruit, or as T&G Pipfruit may direct, in bins which meet T&G Pipfruit's specifications.

### **3. T&G PIPFRUIT'S RESPONSIBILITY**

3.1 Subject to the terms of this Agreement, T&G Pipfruit agrees to:

- (a) supply harvest Bins to the Supplier, unless agreed otherwise between the Supplier and T&G Pipfruit;
- (b) grade, pack, label, and palletise the Product to the relevant Buyer's specifications (if known by T&G Pipfruit) and any special instructions which have been agreed upon in writing between the Supplier and T&G Pipfruit; and
- (c) arrange delivery of the Product to the relevant Buyer on behalf of the Supplier unless instructed otherwise.

3.2 When carrying out the Packhouse Services pursuant to this Agreement, subject to the terms of this Agreement, T&G Pipfruit agrees to:

- (a) receive all Product which conforms to the relevant Buyer's specifications (if known by T&G Pipfruit);
- (b) take all reasonable steps to ensure that the Product meets the relevant Buyer's cool-chain requirements (if known by T&G Pipfruit), if applicable, from the time of delivery to T&G Pipfruit (or such place as T&G Pipfruit may have directed in accordance with clause 2.1(j)) until submission of the Product to the relevant Buyer, the Supplier or to another person nominated by the Supplier;
- (c) advise the Supplier if grades or specifications are different to information provided by the Supplier (for example ESP's); and
- (d) email, fax or otherwise deliver to the Supplier copies of all relevant documentation, including the packout summary and reject analysis on a packed submission basis, within 48 hours of packing.

- 3.3 Subject to the need to run the T&G Pipfruit's facilities in an orderly and efficient manner and in accordance with usual industry practices, T&G Pipfruit will endeavour to:
- (a) maximise volume and quality opportunities for the benefit of the Supplier; and
  - (b) meet the relevant Buyer's delivery requirements, unless the Supplier instructs T&G Pipfruit otherwise.
- 3.4 T&G Pipfruit will promptly notify the Supplier if the Product does not meet acceptable specifications. The Supplier will instruct T&G Pipfruit in writing to either:
- (a) dispose of the rejected Product at the Supplier's cost; or
  - (b) make available the rejected Product for collection by the Supplier or its Agent.

#### **4. NON COMPLIANCE**

- 4.1 T&G Pipfruit will endeavour to pack to the Buyer's specifications.
- 4.2 T&G Pipfruit reserves the right to decline any responsibility for Product that it believes to have a higher level of spoiled Product than can reasonably be expected to be removed by normal grading and quality inspection. The Supplier will, in such instance, be contacted by T&G Pipfruit and details of responsibility and/or increased grading charges to cover the cost of extra grading will be negotiated at this time. If agreement cannot be reached, either party may terminate this Agreement without releasing the Supplier from its obligations to pay any charges or costs incurred prior to termination. Where T&G Pipfruit and the Supplier have agreed that additional packing charges are justifiable, this additional charge will be agreed between the parties.
- 4.3 The Supplier is responsible for, and T&G Pipfruit will have no responsibility or liability in respect of:
- (a) inherent vice in respect of any defects including, but not limited to, black spot, pit, blotch, shrivel, mouldy core, scald, B.B.D. maturity, rots, stem splits, pest contamination, and any other Product disorders;
  - (b) any chemical residues or foreign matter (by way of example, shotgun pellets), found in subsequent Product evaluation;
  - (c) Product bruising which appears in subsequent inspection, and was not apparent at the time of packing, which T&G Pipfruit believes was caused by actions or omissions prior to delivery to T&G Pipfruit (such as poor picking or bin handling practices); and
  - (d) information or opinions provided by T&G Pipfruit or its representatives that are used by the Supplier for the management of their fruit and orchard.

#### **5. SUPPLIER INFORMATION**

- 5.1 It is sometimes necessary for T&G Pipfruit to exchange information concerning the Supplier's Product with a Buyer. The Supplier hereby agrees to this exchange of information taking place if and when necessary.

#### **6. VISITS TO PACKHOUSE**

- 6.1 A Supplier may, by prior appointment with T&G Pipfruit, visit T&G Pipfruit's packhouse during normal business hours provided that:

- (a) the Supplier reports to the packhouse Duty Manager or Quality Manager;
- (b) the Supplier enters the site where the packhouse is situated in accordance with the site management instructions (including all health and safety requirements);
- (c) approved protective clothing made available to the Supplier is worn;
- (d) any comments or concerns about the product or operation are directed to the appropriate managers (as above), and not to any other staff; and
- (e) all instructions given by the packhouse manager (or other relevant person) are followed.

6.2 T&G Pipfruit accepts no liability for any injury, harm, loss or damage suffered by the Supplier (or its Agents) on any such visit and the Supplier agrees to indemnify T&G Pipfruit for any loss or damage which T&G Pipfruit suffers as a result of such visit.

## **7. BINS**

7.1 Bins in which the Products are submitted to T&G Pipfruit must be in a good state of repair as determined by T&G Pipfruit. Dirty bins or bins with a build up of dirt on the runners may be rejected by T&G Pipfruit until cleaned by the Supplier. T&G Pipfruit may clean the bins at the Supplier's expense.

## **8. DISPUTES**

8.1 If a dispute arises between the parties and the dispute relates to:

- (a) **Product or Grade Standards:** an appropriate Buyer nominated representative shall determine the Product or grade standard and the Buyer nominated representative's decision shall be in writing and shall be final and binding on the parties;
- (b) **Bin or Carton Tallies:** an independent accountant who is appointed by both the parties shall decide on the procedure to resolve the matter and arrive at a decision which shall be final and binding on the parties.

8.2 The costs of the Buyer nominated representative and/or the independent accountant, as the case may be, shall be borne equally by the parties unless that person determines otherwise.

## **9. PRICE AND PAYMENT**

9.1 T&G Pipfruit will issue invoices in respect of providing the Packhouse Services in accordance with the charges set out in the Packhouse Services Pricing Schedule. T&G Pipfruit may render interim invoices.

9.2 Where the Supplier is a party to a T&G Pipfruit Supply Agreement with T&G Pipfruit, the Supplier agrees that T&G Pipfruit shall be entitled to deduct the Contribution Amount from the Supplier's Grower Payments and apply that amount towards the charges for the provision of the Packhouse Services. These deductions, once made, shall be recognised in the Supplier's account.

9.3 Where a third party packhouse is used, the Supplier, T&G Pipfruit and the third party packhouse will enter into an agreement that authorises T&G Pipfruit to make certain payments to the third party packhouse on behalf of the Supplier and to deduct such amounts from the Supplier's Grower Payments.

9.4 Unless otherwise agreed by T&G Pipfruit, the Supplier will pay all invoices (net of any deductions made in respect of the relevant invoices(s) from the Supplier's Grower Payments in accordance with clause 9.2 or 9.3) by the 20th of the month following the month in which the invoice is received.

9.5 Without limiting any other right or remedy of T&G Pipfruit, where the Supplier has not made payments in accordance with the terms of this Agreement, T&G Pipfruit reserves the right to require payment of all amounts due before performing any further Packhouse Services.

## 10. TERMINATION

10.1 This clause 10 and clauses 8 and 9 of this Agreement and the General Terms and Conditions shall survive the termination of this Agreement.

## 11. DEFINITIONS

11.1 In these Packhouse Services Terms of Trade, unless the context otherwise requires:

**Agent** means any person acting on behalf of and with the authority of the Supplier and specified as such on the front page of this Agreement.

**Agreement** means the T&G Pipfruit Post Harvest Services Agreement including the Appendices (including these Packhouse Services Terms of Trade) and the General Terms and Conditions.

**Buyer** means the person who has agreed to purchase the relevant Product from the Supplier. This may include, but is not limited to, T&G Pipfruit and T&G. There may be more than one Buyer for the Product.

**Contribution Amount** means the amount or amounts specified as such in the Packhouse Services Pricing Schedule.

**General Terms and Conditions** means the T&G Pipfruit General Terms and Conditions as amended from time to time and which shall be published on T&G's website (<http://www.turnersandgrowers.com/t-and-g-growers/pipfruit-agreements/>) and/or provided by T&G Pipfruit on request.

**Grower Payments** means, where the Supplier is party to a T&G Pipfruit Supply Agreement with T&G Pipfruit, the payments on account of the Supplier Return (as defined in the T&G Pipfruit Supply Agreement) to be made to the Supplier pursuant to the terms of the T&G Pipfruit Supply Agreement (including any instalment payments of the Supplier Return).

**Initial Term** means the initial term of this Agreement as set out on the front page of this Agreement.

**Packhouse Services** means packhouse services to be provided by T&G Pipfruit to the Supplier as set out in clause 3.1 of these Packhouse Services Terms of Trade and in the Schedules attached to Appendix 1 of this Agreement.

**Product** means the fruit, vegetables and/or other goods owned by the Supplier and placed into the possession of T&G Pipfruit for Packhouse Services.

**Season** means a 12 month period from 1 January to 31 December.

**Supplier** means the party specified as such on the front page of this Agreement.



**T&G** means T&G Global Limited and any subsidiary of T&G Global Limited.

**T&G Pipfruit** means ENZAFruit New Zealand International Limited and its successors and assigns.

**Packhouse Services Pricing Schedule** means the Packhouse Services Pricing Schedule attached to this Agreement as may be updated from time to time by T&G Pipfruit.

**T&G Pipfruit Specifications** means:

- the T&G Specification Manual;
- the T&G Agrichemical documentation;
- the T&G Trading Partner EDI Specifications;
- Customer Specific Specifications;
- any other handling protocols published by T&G; and
- any other reasonable directions of T&G notified to the Supplier,

which, in respect of the T&G Specification Manual, T&G Agrichemical documentation, T&G Trading Partner EDI Specification and other handling protocols, T&G may amend, vary or replace from time to time and which shall be published on T&G's website (<http://www.enzatech.co.nz>) and/or provided by T&G Pipfruit on request.

**TCE** means a tray carton equivalent of 18kg (based on net sales weight) as specified in the T&G Pipfruit Specifications for each variety of Fruit.

**Term** means the Initial Term and all subsequent renewals in accordance with clause 3.1 of the General Terms and Conditions.

## **APPENDIX 3**

### **LOGISTICS SERVICES TERMS OF TRADE**

#### **1. SERVICES**

- 1.1 T&G Pipfruit agrees to provide the Logistics Services to the Supplier during the Term in accordance with the terms of this Agreement.

#### **2. WEIGHT LOSS OF PRODUCT DURING STORAGE**

- 2.1 Product will be accepted by T&G Pipfruit at stated weights and T&G Pipfruit accepts no responsibility for such weights or for any actual or alleged change in weight of Product during storage, unless that change is caused by the negligence or wilful default of T&G Pipfruit or any of its employees, agents or contractors.

#### **3. INTERNAL PRODUCT DISORDER**

- 3.1 T&G Pipfruit will not be responsible for any claims for damage resulting from internal Product disorders, including but not limited to Braeburn Disorder, Watercore, Mouldy Core and Vascular Associated Browning.

#### **4. SUPPLIER INFORMATION**

- 4.1 At the request of T&G Pipfruit, the Supplier will provide T&G Pipfruit with its storage plan for the Product and any loadout information available at the time of submission, or during storage of Product, detailing method and time of loadout required. The loadout conditions as detailed in the relevant Schedule will apply in conjunction with this clause.
- 4.2 The Supplier will also provide T&G Pipfruit with specifications or requirements relating to maintaining the quality of the Supplier's product whilst in storage and T&G Pipfruit will endeavour to meet such specifications or requirements provided to it.

#### **5. PRICE AND PAYMENT**

- 5.1 T&G Pipfruit will issue invoices in respect of providing a Logistics Service in accordance with the charges set out in the relevant Schedule for that Logistics Service. T&G Pipfruit may render interim invoices.
- 5.2 Where the Supplier is a party to a T&G Pipfruit Supply Agreement with T&G Pipfruit, the Supplier agrees that T&G Pipfruit shall be entitled to deduct the coolstore and transport charges directly from the Grower Payments, 50% on submission of the Product to the Coolstore and 50% when the first interim Grower Payment is to be made.
- 5.3 Unless otherwise agreed by T&G Pipfruit, the Supplier agrees to pay all invoices by the 20th of the month following the month in which the invoice is received.
- 5.4 This clause 5 and the General Terms and Conditions shall survive the termination of this Agreement.

#### **6. DEFINITIONS**

- 6.1 In these Logistics Services Terms of Trade, unless the context otherwise requires:

**Agreement** means the T&G Pipfruit Post Harvest Services Agreement including the Appendices (including these Logistics Services Terms of Trade) and the General Terms and Conditions.

**General Terms and Conditions** means the T&G Pipfruit General Terms and Conditions as amended from time to time and which shall be published on T&G's website (<http://www.turnersandgrowers.com/t-and-g-growers/pipfruit-agreements/>) and/or provided by T&G Pipfruit on request.

**Grower Payments** means, where the Supplier is party to a T&G Pipfruit Supply Agreement with T&G Pipfruit, the payments on account of the Supplier Return (as defined in the T&G Pipfruit Supply Agreement) to be made to the Supplier pursuant to the terms of the T&G Pipfruit Supply Agreement (including any instalment payments of the Supplier Return).

**Initial Term** means the initial term of this Agreement as set out on the front page of this Agreement.

**Logistics Services** means the logistics services to be provided by T&G Pipfruit to the Supplier as set out in the Schedules attached to Appendix 1 of this Agreement.

**Logistics Services Pricing Schedules** means the Logistics Services Pricing Schedules as set out in the Schedules to this Agreement and as may be updated from time to time by T&G Pipfruit.

**Product** means the fruit, vegetables and/or other goods owned by the Supplier and placed into the possession of T&G Pipfruit for packing, storage and/or other agreed services.

**Supplier** means the party specified as such on the front page of this Agreement.

**T&G Pipfruit** means ENZAFruit New Zealand International Limited and its successors and assigns.

**T&G Pipfruit Specifications** means:

- the T&G Specification Manual;
- the T&G Agrichemical documentation;
- the T&G Trading Partner EDI Specifications;
- Customer Specific Specifications;
- any other handling protocols published by T&G; and
- any other reasonable directions of T&G notified to the Supplier,

which, in respect of the T&G Specification Manual, T&G Agrichemical documentation, T&G Trading Partner EDI Specifications and Customer Specific Specifications, T&G may amend, vary or replace from time to time and which shall be published on T&G's website (<http://www.enzatech.co.nz>) and/or provided by T&G Pipfruit on request.

**TCE** means a tray carton equivalent of 18kg (based on net sales weight) as specified in the T&G Pipfruit Specifications for each variety of Fruit.

**Term** means the Initial Term and all subsequent terms.