

GROWER ANNUAL EXPORT TERMS AND CONDITIONS

Background:

- A. The AIC, as recognised product group for the export of fresh avocados under the New Zealand Horticulture Export Authority Act 1987 has formulated an Export Marketing Strategy (the "EMS").
- B. The EMS provides for the registration of growers who intend to grow avocados for export in a particular export season.

Payment of registration fee:

- 1.1 The Grower will pay to the AIC a registration fee as follows:
 - 1.1.1 **If paid prior to 1 July the sum of \$151.87 (incl GST), or**
 - 1.1.2 **If paid prior to 1 August the sum of \$180.00 (incl GST), or**
 - 1.1.3 **If paid after 1 August the sum of \$264.37 (incl GST).**

In addition to the above fee, there will be an extra charge of \$20.00 (incl GST) for all Grower registrations that are not done online at www.nzavocado.co.nz.

This agreement shall relate to the avocado export season which runs from 1 May in any one year to 30 April in the following year.

- 1.2 Such fee is not refundable if the Grower does not export fruit.

Compliance with EMS for avocados:

- 2.1 During the season, the Grower will comply with the obligations of growers stipulated in the EMS.
- 2.2 In particular, the Grower will:
 - 2.2.1 Supply fresh avocados for export only to packers and exporters registered with the AIC pursuant to the EMS;
 - 2.2.2 Meet the grower requirements as detailed in the current Avocado Industry Council Quality Management Manual;
 - 2.2.3 Meet the grower requirements of the current Avocado Industry Council Food Safety programme;
 - 2.2.4 Obtain a valid Growsafe® Certificate and Approved Handler Certificate by the commencement of the export packing season for or from the applicator of sprays to the Grower's crop;
 - 2.2.5 Supply estimated volumes for the industry crop estimation programme;
 - 2.2.6 Pay royalties for fruit cultivars that are protected by Plant Breeders Rights prior to harvest and export of such fruit;
 - 2.2.7 Use its best endeavours to supply the volume of fruit as estimated.
- 2.3 The terms and conditions of the EMS shall be deemed to be implied in this document.

Fees:

- 3.1 The Grower consents, and will so instruct its registered exporter, to the deduction from money due to the Grower of the fees as set out in the EMS to be paid to the AIC for the purposes set out in the EMS.

Other contracts:

- 4.1 The Grower has or will conclude a contract with a registered exporter and packer which includes as specific terms:
 - 4.1.1 An undertaking by the other party to comply with the EMS;
 - 4.1.2 An undertaking by the exporter to deduct, and account to the AIC for, the fees paid by the Grower under clause 3 hereof;
 - 4.1.3 A waiver by all parties of the principles set out in the Privacy Act to the extent necessary to implement the EMS.

Confidential information:

- 5.1 Any information provided by the Grower is provided on the basis that it can be used for all the purposes of the AIC under the EMS. The Grower is entitled to have access to and may request correction of the information collected by the AIC.
- 5.2 The Grower hereby consents to the registered packer and exporter supplied by the Grower disclosing such information to the AIC as it may require to implement the EMS.
- 5.3 Any information provided by the Grower under this agreement, the EMS, or otherwise and which is subject to the Privacy Act 1993, is provided on the basis that it can be used for all the objectives of the AIC and without limitation such information may be used by the AIC in or for:
 - the pursuit of the programmes and objectives described in the EMS;
 - the carrying out of the AIC's functions and duties as a recognised product group under the New Zealand Horticulture Export Authority Act 1987;
 - the collation of industry statistics;
 - the collection of fees;
 - the communication of industry matters and the provision of services to registered participants in the industry.

- 5.4 The Grower is entitled to have access to and may request correction of the information collected by the AIC from the Grower.

Termination:

- 6.1 The AIC may terminate this Agreement if the Grower breaches these terms and conditions, or the EMS, in a material respect and such breach is incapable of being remedied, or if capable of being remedied, continues unresolved for 30 days after written notice of such breach has been given to the Grower by the AIC.
- 6.2 The termination of this Agreement shall be without prejudice to the rights of the AIC accrued up to the date of termination.

Further assurance:

- 7.1 Each party agrees with due diligence to execute all documents and perform all acts and things as the other party may reasonably require to carry out these terms and conditions.

GST:

- 8.1 All figures in this document are expressed as GST inclusive.

Notices:

- 9.1 Any notice required or permitted to be given in this Agreement shall be:
- 9.1.1 in writing; or
 - 9.1.2 delivered to the other party personally, sent by registered post or sent by facsimile transmission or email.
- 9.2 Any such notice shall be deemed to be given when so delivered personally or sent by facsimile transmission or email or 2 business days after being sent by post in the prescribed manner, at the following addresses of each party:

Avocado Industry Council

PO Box 13267

TAURANGA 3141

Phone: 07 571 6147

Fax: 07 571 6145

Email: einfo@nzavocado.co.nz