

TERMS AND CONDITIONS OF PACKER ANNUAL REGISTRATION

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 Packers who intend to pack avocados for fresh export in a particular export season.

Payment of registration fee:

- 1.1 The Packer will pay to the AIC a registration fee as follows:

	(Excl GST)	(Incl GST)
1.1.1 If paid <u>prior</u> to 31 July -	\$2450.00	\$2756.25
1.1.2 If paid <u>prior</u> to 31 August -	\$2695.00	\$3031.88
1.1.3 If paid <u>prior</u> to 30 September -	\$2964.00	\$3334.50
1.1.4 If paid <u>after</u> 30 September -	\$3261.00	\$3668.63
- 1.2 Such fee is not refundable if the Packer does not pack fruit.

Compliance with EMS for avocados:

- 2.1 During the season, the Packer will comply with the obligations of packers stipulated in the EMS.
- 2.2 In particular, the Packer will:
 - 2.2.1 Accept fresh avocados for export only from growers, and supply only exporters, registered with the AIC pursuant to the EMS;
 - 2.2.2 Meet the Packer requirements of the AIC Quality Programme;
 - 2.2.3 Meet the Packer requirements of the AIC Food Safety Programme as specified in the Quality Manual;
 - 2.2.4 Carry out maturity testing in accordance with that manual and ensure that all fruit packed meets the maturity requirements;
 - 2.2.5 Validate spray diaries from growers or their authorised agent before packing their fruit and ensure that withholding periods for intended or possible markets have been observed;
 - 2.2.6 Participate in and meet the requirements of the library tray assessment programme as outlined in the Quality Manual;
 - 2.2.7 When requested by the AIC to provide in advance estimates of the volumes of avocados to be packed;
 - 2.2.8 On a weekly basis electronically provide details of actual volumes packed and despatched by exporter, reject rates and sizing details to the AIC;
 - 2.2.9 Use its best endeavours to supply the volume of fruit stipulated in the pre-season flow plans and weekly flow plans;
- 2.3 The AIC will require growers to be identified by P-PIN numbers.
- 2.4 In case of conflict between these terms and the EMS, the EMS shall prevail.

Other contracts:

- 3.1 The Packer has or will conclude a contract with a registered exporter or exporters and registered growers that include as specific terms:
 - 3.1.1 An undertaking by the other party to comply with the EMS;
 - 3.1.2 A waiver by all parties of the principles set out in the Privacy Act to the extent necessary to implement the EMS.

Confidential information:

- 4.1 Any information provided by the Packer is provided on the basis that it can be used for all the purposes of the AIC under the EMS.
 - 4.1.1 The Packer hereby consents to the registered exporter supplied by the Packer and the registered growers supplying the Packer disclosing such information to the AIC as it may require to implement the EMS.
- 4.2 Any information provided by the Packer 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 objects 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.

4.3 The Packer is entitled to have access to and may request correction of the information collected by the AIC from the Packer.

Termination:

5.1 The AIC may terminate this agreement if the Packer 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 Packer by the AIC.

5.2 The termination of this agreement shall be without prejudice to the rights of the AIC accrued up to the date of termination.

Further assurance:

6.1 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.

Notices:

7.1 Any notice required or permitted to be given in this agreement shall be:

8.1.1 in writing; or

8.1.2 delivered to the other party personally, sent by registered post or sent by facsimile transmission or email.

7.2 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 : info@nzavocado.co.nz