

Seed growing contract no:

Hybrid Cabbage

Buyer:

Grower:

ABN:

An agreement is made on [date] at [place], between the above parties whereby the grower will undertake the multiplication of the stockseed provided by the Buyer under the following conditions.

Kind of seed: hybrid cabbage

variety: priscilla x elvis

Contracted quantity: 1060kgs

area to be sown: 2.12ha

Germination minimum: 90%

*\*\* if germ is 85-89% - seed will be accepted with a discount of 15%.*

Max. Moisture content: 6.5%

Price for contract quantity : [amount and currency] per kg clean seed basis plus gst.

Price for excess : [amount and currency] per kg clean seed basis (plus gst) up to 150% of target weight. Balance by negotiation.

Method of delivery: new bags/bulk bins

Place of delivery: .....

Cost of drying: a/c buyer

cost of pre-cleaning: a/c buyer

Cost of cleaning and grading: a/c buyer

Isolation: the grower will provide suitable land that has isolation of a minimum distance of 2000 metres from any other crop of the same botanical species that might cross pollinate with the contracted crop.

Location of land: \_\_\_\_\_

Purity (following cleaning): only seed with a minimum purity of 99.50 per centum and free from noxious weeds and/or prohibited seeds will be accepted in terms of this contract. Seed must be free of soil particles and sclerotinia.

Terms of payment: payment in full for all acceptable seed will be at 90 days from final delivery to sps seed store (Tasmania).

The parties agree the following clauses:

1. The grower agrees to supply the Buyer with an ABN and authorises the buyer to generate Tax Invoices on behalf of the Grower with respect to payments made.
2. The Grower will not issue tax invoices in respect of the goods.
3. The Grower acknowledges that it is registered for G.S.T. when it enters into the agreement and that it will notify the Buyer if it ceases to be registered.
4. The Buyer acknowledges that is registered when it enters into the agreement and that it will notify the Grower if it ceases to be registered or it ceases to satisfy any of the recipient created tax invoice requirements.
5. The recipient indemnifies the supplier for any liability for G.S.T. and penalty that may arise from an understatement by the recipient, on a tax invoice it issues, of the G.S.T. payable on any of the specified supplies received.

Special conditions:

1. A minimum of five (5) bee hives per hectare will be introduced to ensure adequate pollination.
2. Only the female line (PRISCILLA) is to be harvested for seed. The male line (ELVIS) is to be destroyed upon completion of pollination

Signed on behalf of buyer:..... Date:.....

Grower signature: ..... Date:.....

### Conditions Of Contract

*(To be read as forming part of face hereof)*

#### A. Grower agrees:

- (a) To cultivate and care for the crops and take precautions to keep crops free from disease and comply with any directions given by the Buyer.
- (b) As often as is deemed necessary to allow Buyer, its representative or agent, to inspect the crops from time to time and carry out all "roguing" as may be deemed necessary to ensure trueness to type, strain and freedom from disease.
- (c) To observe and perform the rules and conditions from time to time laid down by the Department of Agriculture for Certification or approval of seeds, and to submit the crops to the said Department for certification or approval and when required by the Buyer.
- (d) That all culls, dirt, sticks, cracked seeds etc. removed from the merchantable portion shall become the property of the Buyer and that disposal of such shall absolutely be the Buyer's responsibility.

- (e) Any services provided by or undertaken by the Buyer, or its representative, on the grower's behalf, will be invoiced to the grower on a monthly basis.

B. Buyer agrees:

- (a) As soon as practicable after the receipt of the seed consigned to it as aforesaid, to have it cleaned to bring the seed up to sound, clean and merchantable quality, the cost of such cleaning to be paid by the party indicated on the face hereof; and
- (b) To purchase all seed as mentioned on the face hereof, of sound, clean and merchantable quality of strong germination with minimum purity and viability as stated on the face hereof and generally of a standard acceptable to the Buyer produced under this contract at the price mentioned on the face hereof, the weight of such seed so purchased to be ascertained after cleaning the aforesaid. Payment to become due upon acceptance of the seed under the terms of this contract.

C. Other conditions:

- (a) Notwithstanding anything herein contained, the Buyer may reject and shall not be bound to purchase any of the seed which in its opinion cannot be cleaned at reasonable expense to bring the same up to a sound clean and merchantable quality of a standard acceptable to the Buyer.
- (b) Seed furnished by the Buyer is to be used for no other purpose than is provided in this contract. Any such seed delivered to the Grower is to be used for no other purpose than is provided in this contract. Any such seed delivered to the Grower in excess of the amount used to sow the said areas shall be returned by the Grower to the Buyer immediately upon completion of sowing, or disposed of as directed by the Buyer.
- (c) The Buyer remains the owner of the furnished seed and shall own the crop produced therefrom and the Grower will not have the right or authority to sell, dispose of, use or encumber, or permit to be sold, disposed of used or encumbered any part of the crop; either while the seed is growing or is being harvested or at any time thereafter, nor shall the furnished seed, nor the crop be or become lienable or liable for any claim now or hereafter existing against the grower.
- (d) It is acknowledged by the Grower that he is acting as an independent contractor and the Buyer's liability is strictly limited to payment for seed accepted in terms of this contract.
- (e) If the Grower shall fail for any reason to perform any of his obligations under this contract, the Buyer shall have the right to have the necessary work done at the Grower's expense and for this purpose the Buyer or its representatives shall have full access to the land on which the crop is growing. Any work carried out by the Buyer under this clause shall be carried out as agent for the Grower.

- (f) The Grower is advised that the Buyer relying upon the due performance by the Grower of the terms of this contract is dependent upon delivery by the Grower hereunder to perform its obligations to its clients.
- (g) The Grower warrants that he has the full right to enter into this contract and shall not deal with the land in which the crop is growing in any way which might prejudice the Buyer's rights hereunder.
- (h) The Buyer has the right to draw samples for the purpose of determining germination and for payment and sales purposes.
- (i) In the case that the crops are rejected by the Buyer the Grower agrees to refund any or all monies advanced, and the said crops then become the property of the Grower.
- (j) In the case that crops pass from the Growers possession by his own act or by the process of law, Buyer may take possession of same wherever found.

Signed grower: ..... Signed buyer:.....

Date: