



Sunlong Fresh Foods

Fruit and Vegetable Merchants

31 Baile Rd, Canning Vale, Western Australia 6155

TELEPHONE: 08 9455 6868

EMAIL: sales@sunlong.com.au

TERMS OF TRADE

All direct Growers that supply produce to Sunlong Fresh Foods to act as a merchant on their behalf for resale of their produce are required to enter into a **Horticulture Produce Agreement (HPA)**. This HPA is in addition to this general Terms of Trade. Please contact Sunlong Fresh Foods to enter into a HPA if you wish to provide fresh produce to Sunlong Fresh Foods.

1. When acting as a Merchant:

- a. The price of horticulture produce sold under the HPA shall be an agreed price for the specific produce both parties prior to delivery by Grower. Price maybe documented if requested by one or both parties (Merchant or Grower).

2. Requirements for the delivery by growers of produce to Sunlong Fresh Foods.

- a. The grower must ensure each delivery of produce is supported by documentation describing quantity, variety, size, and description.
- b. The produce must be fit for human consumption and comply with any statutory regulations including food safety, packaging and/or labelling.
- c. The grower must not supply produce to Sunlong Fresh Foods that has not been requested.

3. Storage and Handling.

Sunlong Fresh Foods will exercise all reasonable care in handling and storing all produce under their control. All cool rooms will be maintained, serviced and cleaned for storage of produce.

4. Circumstances under which produce may be rejected and the consequences.

Sunlong Fresh Foods reserve the right to reject all or some of the produce within 24 hours of receiving it where:

- a. The grower's produce does not comply with agreed quality requirements.
- b. Sunlong Fresh Foods will give notice by electronic means to the grower of the decision to reject produce and give notice of the reasons for such rejection within 2 business days.
- c. Where produce is rejected, Sunlong Fresh Foods is deemed to not have accepted that produce. The grower will retain ownership of the produce.
- d. Upon notification of rejection of any produce, the grower may elect at their cost to either:
 - Redirect the produce to another consignee; or
 - Request Sunlong Fresh Foods to dispose of the produce on their behalf; or

- Request an independent inspection by a person qualified or experience to assess the produce.

5. Dispute Resolution

In the case of a dispute that may arise under the Terms of Trade or HPA, the Grower is to contact Senior management at Sunlong Fresh Foods.

6. Payment Terms

- a. Sunlong Fresh Foods will pay the grower in the form of a direct bank deposit into an account nominated in writing by the grower for the purchase of the grower's produce within 30 days of receiving the produce.
- b. Sunlong Fresh Foods is authorized to deduct any levies and fees for service payable under state or Commonwealth legislation.

7. Modern Slavery

Sunlong Fresh Foods is committed to maintaining the highest standards of ethics, honesty, openness and accountability with our employees, our suppliers, and the businesses we supply.

We maintain a modern slavery program that takes a zero-tolerance approach to:

- Trafficking in persons
- Slavery
- Servitude
- Forced marriage
- Forced labour
- Debt bondage
- Deceptive recruiting for labour or services
- Serious exploitation of children and child labour (under 18 years)

We expect all our suppliers to work in accordance with our commitment to zero-tolerance with the modern slavery areas detailed above.

If any supplier is found in breach of our modern slavery program they will no longer be able to do business with Sunlong Fresh Foods.