

*Celebrating*

440

*years*

HUME Pack-N-Cool  
Packing Proposal 2024

**HUME** Katikati's  
Kiwifruit  
Company.



**OUR MISSION**

**“Enable our people to do  
the best work of their lives”**

# Contents

- 5** FROM THE CEO
- 6** OUR STRATEGIC PARTNERSHIPS
- 7** PROSPECT KIWI LIMITED
- 8** 2024 GROWER HARVEST, PACKING AND COOLSTORAGE OFFER
- 12** HARVEST, PACKING AND COOLSTORAGE PRICING
- 15** 2024 PROSPECT KIWI POOL POLICIES
- 18** KIWISTART POOLING POLICY (ALL VARIETIES)
- 20** STANDARD TERMS AND CONDITIONS
- 26** DIRECTORY





## FROM THE CEO

# We're ready to rewrite the record book

IN 2024 WE ARE LOOKING FORWARD TO HANDLING A FORECAST 6.8 MILLION TRAYS WHICH WOULD BE OUR BIGGEST SEASON YET.

Our early adoption and rapid scaling of automation coupled with significant investment in coolstore capacity will help us to maximise your returns amidst the industry's largest ever year on year increase in volume. For the industry this ~40% increase will cause some constraints across the supply chain. For Hume we experienced a 50% increase in volume during the 2021 season so we understand what it takes and the team is fully prepared.

After the weather impacts of the past seasons and the reduced volumes that accompanied them, we have continued to refine our systems and processes, delivering significant efficiency gains. This has enabled us to deliver greater daily capacity and leading OGR's, both of which directly have a positive impact on your business.

We will be celebrating our 40th anniversary in 2024 which is a significant milestone for both Hume and the local Kiwifruit community. This achievement is a great representation of support from the industry as well as reflecting the performance of the business over the years to achieve this longevity. In recognition of the Hayward variety being the backbone of this journey we are celebrating with \$0.40/te off in recognition of 40 years of packing giving Hayward a base price of just \$1.33/te. In wanting to also acknowledge the part Gold has played in this journey, we are celebrating with a \$0.20 rebate for 20 years of packing Gold in 2024. This will see the calculated \$3.09 base price reduce to just \$2.89/te for Gold in 2024. We trust you will think this pricing is as valuable to your business as we do.

With the majority of the growing season behind us now we have experienced significantly improved weather conditions which have favoured fruit growth. With the ongoing importance of delivering quality fruit to the market, especially with the volume uplift, we will all have a part to play. We have some of the best optical camera grading available and will again be maximising packouts within the constraints of the quality standard. In the field this means ensuring that growers and contractors are aware of the boundaries of the quality standards and focus on delivering a quality product to the packhouse to maximise capacity and returns.

With such a large increase in volume anticipated, ensuring that we get off to a good start will be crucial to fulfilling market demand and reducing the impact of late-season quality costs. We continue to offer industry leading NIR capabilities to ensure that you can maximise your returns in scenarios where dry matter has not reached its full potential.

Our team is ready for the season ahead and will be absolutely focused on delivering as much value back to your business as we can.

We look forward to handling your fruit again and wish you all the best for the harvest season and the year ahead.



Simon Bowker - CEO

# Strategic Partnerships

**THE GROWERS** are the suppliers of kiwifruit to Hume Pack-N-Cool Limited.

**HUME PACK-N-COOL LIMITED** is our post-harvest facility contracted by Prospect Kiwi to provide services to our Growers through harvesting, packing and coolstorage of their kiwifruit crop.

**PROSPECT KIWI LIMITED** is our Grower-controlled company that oversees the administration of the pools, pool rules, pool policies and monitors the performance of Hume Pack-N-Cool Limited. Prospect Kiwi Directors authorise all payments made to Growers on a monthly basis.

**G6 KIWI SUPPLY LIMITED** is the supplier interface between Prospect Kiwi and Zespri. G6 provides our logistics and administration services for those in the supply group when supplying fruit to Zespri. There are currently three facilities in the G6 Kiwi Supply Group. This additional volume through collaboration gives us a stronger voice in industry affairs.

**ZESPRI GROUP LIMITED** is the exporter of Class 1 and 2 fruit to the global marketplace. Hume Pack-N-Cool Limited also engage with other key marketers to ensure all other classes of fruit generate the highest possible returns from the Australian and New Zealand markets.



# Prospect Kiwi Limited

**Prospect Kiwi Limited is our Grower-controlled company charged with making fair and transparent distribution of Grower funds across the Grower pools in accordance with the relevant pool rules and policies. Prospect Kiwi Limited contracts Hume Pack-N-Cool Limited to administer these pools on their behalf with the Prospect Kiwi Directors reviewing and authorising all funds prior to distribution.**

As Growers, it is important that you understand the relationships and roles each party plays across our industry, to ensure that you are informed and understand the implications of changes being made on your behalf.

Five Grower Directors are elected by the supplying Growers and up to three Directors are appointed by the supplier (HPC) to ensure all interests are represented and maximum value is delivered back to the Grower pool.

The Directors of Prospect Kiwi meet on the second Wednesday of each month and as a Grower and member of the Prospect Kiwi pool, meetings are open for you to attend. Alternatively, if you wish to raise an issue or concern, please feel free to directly contact any of the Grower Elected Directors listed.

The Grower Entity monitors the performance of HPC and is responsible for reviewing and approving Grower payments and looking after Grower interests within the supply chain.

Prospect Kiwi holds an annual AGM to review the overall performance of the pools, HPC as the service provider, and provides an overview of the season's financial returns. At the AGM there is an opportunity for Growers to put themselves forward or make a nomination for Grower elected Directors as current Directors either retire through rotation or step down. As a supplying Grower to HPC you will automatically become a beneficiary of Prospect Kiwi and are then eligible to vote at entity elections.

## GROWER ELECTED DIRECTORS:

### Sharon Pickering (Chair)

027 213 3688  
spickering@xtra.co.nz

### Andre Rochat

07 549 5346  
info@rochat.co.nz

### Alan Powell

07 549 1386  
zabadak@xtra.co.nz

### Ian McCormick

021 360 005  
macca@netsmart.net.nz

### Sheree Silson

027 616 6000  
accounts@kcaltd.co.nz

## APPOINTED DIRECTORS:



### Mark Hume

07 549 1011  
mark@hume-pack.co.nz



### Hugh Moore

07 549 1047  
hugh@mmfl.co.nz



### Simon Bowker

07 549 1011  
simon@hume-pack.co.nz

# 2024 Grower Harvest, Packing and Coolstorage Offer

## 1. PRE-HARVEST REQUIREMENTS

In order for harvest to proceed, Growers must:

- Register with Zespri by completing the 2024 Supply Agreement appointing G6 Kiwi Supply Ltd as your Registered Supplier and Hume Pack-N-Cool Limited as the facility.
- Complete and sign the HPC 2024 Grower Commitment Form.
- Pass a Spray Diary Audit Notification.
- Notified HPC of the appointed Harvest Contractor (if required).
- Obtained a residue test clearance. Any crop picked on the Growers' instructions where a residue test result has not been obtained shall be totally at the Growers' risk. Note: any KiwiStart crop harvested will not be eligible for inclusion in the daily KiwiStart pool until the date residue test clearance is obtained (see also clause 12 T&C's).
- Present the orchard in a tidy state for harvest with access ways clearly identified.
- Present suitable load out areas clear of obstructions, gravelled, and weed free. Wheat bug is a market access issue so the Grower should ensure all loadout areas are free of host weeds as per the Zespri KiwiGreen requirements.

## 2. HARVEST

### 2.1. Maturity & Library Testing

- (i) HPC will undertake pre-harvest monitoring tests to identify when fruit is suitable for harvesting in line with maturity standards set down by Zespri.
- (ii) In-house maturity testing undertaken by HPC will be charged to the Grower as per Schedule 1.

- (iii) Independent maturity testing required to enable Clearance to Pick ("CTP") to be issued shall be undertaken by independent Zespri nominated laboratories. HPC shall request the independent laboratory to undertake such testing on the Growers' behalf.
- (iv) Pre-pack and library testing will require Growers to supply trays for inventory management purposes.
- (v) HPC may elect to undertake fruit testing on Growers orchards at its own cost to best manage harvest and performance of all Grower's fruit.

### 2.2. Clearance to Pick ("CTP")

HPC shall issue a CTP upon:

- Zespri 2024 Supply Agreement being signed by the Grower and countersigned by HPC with a 2024 Grower Number being received from Zespri.
- The Grower returning a signed 2024 Grower Commitment Form to HPC.
- Zespri Spray Diary Main Audit submitted (note there may be applicable market restrictions that affect the CTP).
- The Grower having a current ZESPRIGAP and GRASP compliance certificate. If a Grower becomes non compliant they will go through the Grower sanction process as set out by the Zespri Grower Manual. All sanction procedure documentation must be filed in the Growers' individual Grower Manual folder for future reference.
- The Grower having a current Food Act registration.
- Independent laboratory maturity clearance result received.
- Residue test clearance result received.



- The Grower having entered ALL fertiliser and compost records for the season into the Zespri spray diary.

### 2.3. Harvest Operations

Every effort will be made to co-operate with individual Grower requests with harvest and packing co-ordinated on a day-to-day basis.

### 2.4. Appointment of Harvest Contractor

Growers may appoint either:

- An independent harvest contractor directly; or
- HPC, who will appoint a harvest contractor (including cartage requirements) from a pool of available contractors.

Note: It is the Growers' responsibility to ensure when contracting independent harvest services, that the contractor and any sub-contractors engaged hold a current ZESPRIGAP and GRASP compliance certificate (CAV), the harvest is carried out in accordance with Zespri standards and KVH Best Practice Hygiene Guidelines at all times during the harvest. In the event the Grower selects an independent harvest contractor, HPC reserve the right to appoint a Harvest Auditor to ensure fruit supplied maximises value to the Grower pool. This cost may be recovered directly from the Grower.

#### 2.4.1. Harvest Contractor Responsibilities

The harvest contractor will, unless provided by the Grower, supply:

- A current ZESPRIGAP and GRASP compliance certificate for them and any sub-contractors and remain compliant following all required KVH, MPI, Zespri and HPC requirements at all times.
- All picking labour.
- ZESPRI approved sanitisers and gloves upon request.
- Bin trailers, forklift and driver, bin tractors and drivers.
- Cartage (by arrangement).

### 2.5. Bin Cartage

HPC will source transport as required for a Growers' fruit with this being arranged by the Harvest Co-ordinator based on availability and even share. Although preferences are considered, they are not guaranteed. HPC reserve the right to alter the price of bin transportation for the season if an increase in fuel prices result in the need to renegotiate rates with trucking contractors. If this occurs, Growers will be notified in writing of any changes.

### 2.6. Packhouse Responsibilities

HPC will supply:

- Clearance to Pick (CTP)
- Bins
- Bin cards
- Harvest auditing (where applicable).

### 2.7. Harvest Charges

Growers will be responsible for all harvest costs including picking, transport and equipment hire. Where HPC is appointed to manage the harvest, the charges detailed in Schedule 1 will apply.

Best endeavours have been made to reflect market rates to remain competitive and promote a high standard of delivery. HPC reserves the right to alter the rates at any time should it feel the need to match current market rates in order to retain harvest labour resources and services such as, but not limited to, picking and transport. If this occurs, Growers will be notified in writing of any changes.

Where the Grower appoints an independent harvest contractor, the Grower shall negotiate and transact directly with the contractor/s.

Where HPC is managing the harvest, should the Grower wish to provide any equipment or arrange any elements of the harvest independently then the Grower shall consult with the Harvest Co-ordinator and shall be required to provide the following to HPC prior to the harvest commencing:

- All forklift operators to hold a current forklift licence – OSH approved and F Endorsement (if applicable).
- All tractor drivers to hold a current New Zealand drivers licence.
- Maintenance records of all equipment provided, signage and PPE gear to the satisfaction of HPC in all respects.
- Training records to validate abilities of operators to the satisfaction of HPC in all respects.
- Such other reasonable conditions required by HPC to comply with Worksafe regulations.

The above requirements are to satisfy HPC Health and Safety requirements and Worksafe regulations. If any of these elements cannot be met, HPC reserves the right to supply appropriate equipment and operators. The costs incurred for supplying that equipment will be charged to the Grower at the rates set out in Schedule 1.

## 2.8. Other Matters

The Grower acknowledges that:

- HPC reserves the right to either place a Harvest Auditor or complete spot audits during harvest to ensure consistent quality of fruit supplied to the Grower Pool and compliance requirements are being met.
- Zespri requires that NO fruit that touches the ground is to be placed in the bins.
- PSA-V protocols and guidelines must be met during harvest (refer to KVH harvest protocols for minimum requirements).
- Growers will comply at all times with ZESPRIGAP and GRASP requirements during harvest which includes the provision of compliant flushing toilets, hand-washing facilities and potable water.
- All bin cards shall be attached to bins prior to dispatch from the orchard.
- Misuse of bins/equipment will incur a repair charge.
- Growers must advise of any potential food safety contamination to fruit.
- All contractual and compliance requirements are fulfilled.
- Any harvest issues identified must be communicated to HPC's Harvest Co-ordinator immediately to mitigate any potential issues at packing.

These items are not exhaustive and Growers are advised to contact HPC over any concerns that they may have.

## 3. PACKING & COOLSTORAGE

HPC undertakes to pack all fruit committed to the standards prescribed by the Marketers.

### 3.1. Grower Reports

The Grower will be provided with a full report on fruit presented for packing by maturity area within 48 hours of completion of each maturity area. NIR reports will be available within 48 hours of completed lab samples.



**Simon Bowker, CEO**

Date: 6.03.2024

### 3.2. All Non-Class 1 Fruit

All endeavours will be made to sell Non-Class 1 fruit where it gains the best net return for the Grower. Any unsold fruit shall be disposed of by HPC as best determined at the time. The Grower has the opportunity to remove their own reject fruit by prior arrangement and in accordance with KVH protocols. Growers may be charged a storage rate for Class 2 fruit kept in coolstore for individual consumption.

### 3.3. Fruit Quality Issues

If in the opinion of HPC, the quality of a line of fruit is such that it is uneconomic to pack, HPC will endeavour to work with the Grower, in conjunction with ZIL, to formulate a plan for that crop. HPC reserves the right to refuse to pack that fruit, stand it down until the end of the season, or renegotiate the packing charges.

### 3.4. Coolstorage

HPC will meet all marketers specifications for the preparation of pallets for export and non-export kiwifruit. The Grower and Prospect Kiwi Ltd give HPC the sole discretion to manage the inventory to maximise overall Grower returns to achieve the best results for the Grower pool.

## 4. GENERAL

### 4.1. Transport Rates

Due to any fuel price volatility from the setting of the transport/cartage rates, HPC reserves the right to obtain approval for payment of any fuel surcharges from Prospect Kiwi Ltd. Any approved surcharge shall be recoverable from Growers with any changes notified in writing.

### 4.2. Payment Terms

HPC reserve the right to alter any of the payment terms with suitable alternatives to be agreed and approved by Prospect Kiwi Ltd with any changes notified in writing.



**Sharon Pickering, Chairperson**

Date: 6.03.2024



**Zespri™**  
KIWIFRUIT  
**SUNGOLD™**

PACKED FOR ZESPRI INTERNATIONAL LTD.  
400 MALINGANUI ROAD, MT MALINGANUI 3116, NEW ZEALAND.  
ZESPRI.COM

# Harvest, Packing and Coolstorage Pricing

## 1. MATURITY TESTING

### 1.1. External Monitoring

All external independent fruit testing will be on-charged to the Grower as per the independent laboratory charging schedule (Zespri nominated laboratories 2024 Pin point laboratories, Hills, VLS, Linnaeus and Agfirst).

### 1.2. In-house Monitoring

HW/HE/RS Samples	Cost	GA Samples	Cost
30 Fruit	\$100.00	30 Fruit	\$110.00
60 Fruit	\$110.00	60 Fruit	\$120.00
90 Fruit	\$120.00	90 Fruit	\$130.00

## 2. HARVEST CHARGES

Harvest Requirement	Bin Type*	GA	HW	HE	RS
Pick only	Plastic Bin	\$51.00	\$44.95	\$51.00	\$51.00
Pick only	CA Bin	\$48.45	\$42.50	\$48.45	\$48.45
Pick & Cart	Plastic Bin	\$57.50	\$51.45	\$57.50	\$57.50
Pick & Cart	CA Bin	\$54.95	\$49.00	\$54.95	\$54.95

Additional Charges	Cost
Forklift Driver/Hour	By negotiation
Tractor Driver/Hour	By negotiation
Hourly Picking Rate	By negotiation
T-Bar Surcharge per Bin	\$11.00
Landing Fee (per placement)	\$275.00

## 2.1. Notes to the Harvest Charges

- If there are issues within any orchard that inhibit a harvesting team in achieving a base hourly picking rate (1 bin per person GA & 1.25 bins per person HW) including first year GA crops, this will be communicated to the Grower as soon as identified. HPC reserve the right to negotiate an hourly rate with the Grower if any such issues arise.
- Prices have been set to best reflect the average price in the market by bin size to ensure retention of harvesting crews. If this is not the case, the pricing structure may be altered to retain harvest resources for the season. Growers will be notified in writing of any changes.
- The pick & cart rate is set to reflect the average trucking costs charged within the immediate area around the packhouse. Where an orchard lies outside this area then a freight surcharge maybe added to reflect the additional rate that we are invoiced by the trucking contractor. All Growers are welcome to elect a pick price only and then negotiate a private price directly with a trucking contractor.
- The landing fee is a harvest setup charge for getting the equipment on site as well as meeting hygiene requirements. Landing fees are charged each time equipment is brought onto your property. i.e. if the equipment remains on site for 2-3 days while harvesting only 1 fee applies. If the equipment leaves the site in between harvesting maturity areas then returns at a later date to harvest another area, another landing fee will be incurred.

## 3. CLASS 1 PACKING CHARGES

Variety	HW	GA	HE	RS	NIR*
Base Charge	\$1.33/TE	\$2.89/TE	\$3.22/TE	\$3.22/TE	\$0.15/TE on NIR graded trays per size

\*on NIR graded trays per size

## 4. PACKING REBATES

Variety	Qualifying Rebate	Rebate Requirement	Rebate per Tray
GA	CA Storage	Iso Week 15-16	\$0.20
HW	CA Storage	Iso Week 20-23	\$0.05
GA/HW/HE/RS	Volume	> 100,000 TE	\$0.05
GA/HW/HE/RS	Volume	> 150,000 TE	\$0.07
GA/HW/HE/RS	Volume	> 200,000 TE	\$0.09
GA/HW/HE/RS	Volume	> 300,000 TE	\$0.11
GA/HW/HE/RS	Volume	> 400,000 TE	\$0.13
GA/HW/HE/RS	Volume	> 500,000 TE	\$0.20
GA/HW/HE/RS	Hume Shareholders	(Indicative)	\$0.15

## 5. REJECT PENALTIES

Variety	Qualifying Penalty	Penalty Requirement	Penalty per Tray
HE	Reject Penalty > 10% Nonsalable	> 10% Nonsalable*	\$0.01 per percent
RS	Reject Penalty > 5% Nonsalable	> 5% Nonsalable*	\$0.01 per percent
GA	Reject Penalty > 5% Nonsalable	> 5% Nonsalable*	\$0.02 per percent

\* Salable fruit includes Class 1, 2 and NSS.

## 6. OTHER CHARGES

Soft stop charges (per MA)	0-0.99 stops per bin - No charge 1-1.99 stops per bin - \$0.05 per tray 2-2.99 stops per bin - \$0.10 per tray 3+ stops per bin - \$0.20 per tray
Protocol Management Fee	\$0.10 per TE submitted under early or late protocols.
Conditioning Checking	Is charged on FOBS trays as per the ZGL Standard Cost Model and paid directly to HPC by Prospect Kiwi.
Repacking	Is charged on repacked trays as per the ZGL Standard Cost Model and paid directly to HPC by Prospect Kiwi.
Base Coolstorage Charge	Flat rate \$1.11 per tray. Per tray payment is spread to match overall pool load out %.
Weekly Incremental Coolstore Charges	Is charged on FOBS trays as per the ZGL Standard Cost Model and paid directly to HPC by Prospect Kiwi.
Packaging Differential	Paid to HPC on FOBS trays plus fruit loss. The rates are as per the ZGL Standard Cost Model and paid directly to HPC by Prospect Kiwi.
Generic Service Level Agreement	Paid Direct to HPC on FOBS trays. Net funds after costs distributed across qualifying Grower trays.
Further Service Level Agreement e.g. Supplier Accountability, etc.	Paid to HPC on FOBS trays. The rates are set by ZGL. HPC are paid the service component from funds received, with the balance distributed across qualifying Grower trays.
Logistics Charge	This is \$0.21 for all varieties on FOBS trays. Any surplus will be rebated to Growers.
Administration Fee	This is \$0.03 per tray submitted on all pools.
Statutory Holiday Picking	If the Grower elects to pick their crop on a statutory holiday an additional charge will be incurred.
Stock Food Disposal	Charges if any, for the removal of excessive stock food volumes will be on charged to Growers. There is the opportunity for Growers to collect and remove their own rejects in compliance with the KVH protocols by prior arrangement.

# 2024 Prospect Kiwi Pool Policies

## 1. PROSPECT KIWI POOL RULES

1.1. All Growers, with the exception of KiwiStart Growers, will by default be pooled. KiwiStart Growers will be stand alone, unless they elect to be pooled. The directors of Propsect Kiwi Limited have the ultimate authority over the pool and may dictate that a Grower must be stand alone if in their opinion it is for the benefit of the pool as a whole.

1.2. Fruit Loss, Zespri Time and China Time net of Repack, Condition Checking, Incremental Coolstorage\* to be pooled as follows:

All Varieties	30% Growers direct fruit performance
	70% Pool average performance

\*All costs deducted as per the Zespri Standard Cost Model for the relevant year

## 2. KIWISTART (ALL VARIETIES)

2.1. Fruit Loss, Zespri Time and China Time net of Repack, Condition Checking, Incremental Coolstorage\*, to be 100% Grower direct.

2.2. Kiwistart Growers have the option of participating in the Mainpack Pool by variety. If Growers choose to participate they must provide written notification and contribute 70% of their total Kiwistart funds to the Mainpack Pool.

2.3. If Kiwistart Growers opt in to the Mainpack Pool written notification must be received by the end of June when pools are finalised. The default position will be that Kiwistart Growers trays are deemed to be part of the Kiwistart Pool.

The following will apply should a Grower choose to be in the Mainpack Pool or Kiwistart Pool

Payment	Share with MP Pool	Don't share with MP Pool
Kiwistart Incentives	30% Direct, 70% MP Pool	100% Direct
TE for Pooling	Opt into MP Pool	Stay in KS Pool
Grower FL, CC, RK, CS, Time	Pooled with MP Pool	100% Direct
FL, CC, RK, CS, Time	MP Pool Average	100% Direct
Supplier Accountability	Stay in KS Pool	Stay in KS Pool
Zespri Loyalty Payment	Pooled with MP Pool	100% Direct

2.4. Discretion lies with Prospect Kiwi Directors to adjust the Kiwistart % split/share in certain weeks to encourage harvest/packing during Kiwistart if needed. Any adjustments to the rules will be notified to all Growers in writing.

2.5. In the event of cleared fruit exceeding packing capacity or the allocated volume for the relevant week, the additional trays will be pooled as per the Kiwistart Weekly Pooling Policy (Attached as Schedule 1).

2.6. Growers will be pooled by day of clearance if they elect to pick before 3pm. Cleared Growers who elect not to pick will be eligible for the daily pool on the day they advise they agree to pick.

### 3. TASTE ZESPRI PAYMENTS

3.1. For payments received from ZESPRI until October, funds will be distributed to Growers based on their submit trays weighted by TZG as a proportion of all weighted trays in the pool (this includes Kiwistart Growers). From November, Kiwistart Growers will receive 100% of their taste related funds from ZESPRI (based on FOBS). Mainpack Pooled Growers funds are distributed 70% Pooled, 30% Grower Direct according to the pool share by value pooled (fruit value plus taste).

### 4. PACKAGING DIFFERENTIAL

4.1. Received from ZESPRI on FOBS, paid to HPC including fruit loss. Irrecoverable additional costs associated with fruit loss trays will be recovered from the packaging recovery payment.

### 5. SUPPLIER ACCOUNTABILITY

5.1. For all fruit supplied within stage 1, the Supplier Accountability value will be pooled amongst all Growers supplying that stage.

5.2. For all fruit supplied in stage 2 & 3 the Supplier Accountability value will be pooled across Growers supplying those stages submit trays:

- 80% of the value pooled by variety
- 20% of the value to or by HPC

### 6. ZESPRI LOYALTY PAYMENTS

6.1. Pooled across submit trays by variety. Kiwistart growers will be standalone.

### 7. NON-STANDARD SUPPLY FRUIT – NET FUNDS (CLASS 1)

Pooled on the following basis:

7.1. 100% pooled across eligible (packed or assessed) trays.

7.2. Or any other method at the discretion of the Prospect Kiwi Directors that would deliver a more equitable distribution.

*\*Qualifying fruit is NSS fruit that meets Zespri Maturity Criteria.*

### 8. HORT NZ LEVY

8.1. The Hort NZ Levy is pooled by variety over all Growers on fruit value + taste.

### 9. FUNDS EARNED FROM CLASS 2 AND 3 FRUIT

9.1. Pooled by Qualifying fruit by variety and size. Qualifying fruit does not include under size, NSS or low dry matter fruit.

### 10. ADMIN CHARGE

10.1. Approved by Prospect Kiwi Directors and then charged across all Class 1 submit trays.

### 11. CONTROLLED ATMOSPHERE

11.1. A minimum 200 fruit from each Maturity Area will be used to estimate the number of Class 1 trays, along with the reject rate analysis and a predicted size profile. This estimate will be transmitted to Zespri by the following Sunday midnight after the CA room has been sealed to trigger a Zespri submit payment.

11.2. The Estimate will be reversed once the actual packout is known with any storage related defects reflected as fruit loss in the relevant pool as per pool rules (70:30).

11.3. CA weight loss compensation will be paid direct to Growers as per the Zespri Standard Cost Model.

### 12. LOGISTICS

12.1. A logistics base rate will be approved by Prospect Kiwi Directors and then charged across all FOBS trays. Once the final reconciliation has been completed a Logistics adjustment may be paid/charged in March.

### 13. FROST & HAIL

13.1. Prior to Packing:

Fruit presented for packing must meet Zespri Class 1 grade standards before being submitted into a Prospect Kiwi Pool.

13.2. After Submit

Fruit which develops symptoms or evidence of frost or hail damage that has manifested after being submitted into the Pool may be excluded from the Pool at the discretion of the Prospect Kiwi Directors following consultation with the Grower.



### 13.3. Basis of Discretionary Decisions

Where discretionary decisions are necessary the overriding guiding principle will be one of fairness.

## 14. RESIDUE AND PRODUCT CONTAMINATION ISSUES

14.1. Submit payments may be withheld if no residue result has been received. Once a valid residue result has been received clearing fruit for submit then any payments withheld will be released.

14.2. Fruit Residue and product contamination issues identified by Zespri and the subject of a product recall:

14.3. All costs incurred as a direct result of a product recall by Zespri will not be borne by the Prospect Kiwi Pool but will be a matter directly between the Grower and Zespri in the first instance. Where costs are not recovered directly and Zespri deducts such costs against payments due to Prospect Kiwi Growers, the liability shall be borne by all Prospect Kiwi Growers by variety, but HPC will seek to recover the liability from the relevant Grower under the indemnity provided in the Grower Supply Agreement.

14.4. Any fruit residue and product contamination issues caused prior to submit, which cannot be dealt with in accordance with Zespri Class 1 packing standards and do not result in abnormal fruit loss affecting the Mainpack Pool will not be excluded from the appropriate pool.

## 15. QUALITY WITHDRAWN FRUIT

15.1. Working in conjunction with Zespri, fruit may be withdrawn from inventory to protect the market from poor quality fruit. If this occurs Zespri will assess the remaining fruit in inventory for that grower / maturity area. Fruit that is of saleable quality will be deemed to be loaded out at that time. Fruit that is not of saleable quality will be deemed fruit loss and treated accordingly.

15.2. Both the fruit loss and any time payment on the deemed loaded trays will follow the pool rules applicable to that grower i.e a kiwistart grower will be stand alone, and a pooled grower will share 70% of the fruit loss and net time income with the pool.

15.3. Additional charges from Zespri are payable on the trays deemed loaded out. This will be included in the relevant Supplier Accountability pool. Other non-pool specific charges will be incurred by Hume.

15.4. Hume will charge a 25c fee per assessed tray to cover the associated cost of handling the fruit.

## 16. G3 LATE HARVEST SUB POOL

16.1. Any G3 fruit submitted with an average clearance pressure below 4kgf at time of packing will stand alone for

16.2. their own fruit loss and storage incentives in a late harvest sub pool.

16.3. Fruit in the late harvest sub pool will be 100% Grower direct for Fruit Loss and Storage Incentives.

16.4. Fruit within the late harvest sub pool will be given a priority load out classification, except in the case of conflict where the load out priority of the mainpack pool will supersede the late harvest sub pool.

## 17. DIFOTIS

17.1. HPC is responsible for any charges or credits due from the Registered Supplier.

## 18. ADDITIONAL MOVEMENT

18.1. All earnings/penalties will be manually entered into the relevant variety pool with the Supplier Accountability portion of funds handled as per normal pool rules (5). The time earnings will be manually entered in to the relevant Mainpack pool and treated as per normal 70:30 pooling.

## 19. PACKAGING RECOVERY PAYMENT

19.1. Fruit loss packaging will be purchased from the relevant Mainpack pool by variety and calculated at 85% of HW MB and GA ML cost and paid at the end of season to Prospect Kiwi.

## 20. DEFINITIONS

- MP – Main Pack
- KS – Kiwistart
- FL – Fruit loss
- CC – Condition Checking
- RK – Repack
- CS – Coolstore
- SA – Supplier Accountability
- TE – Standard tray as defined by the marketer
- TZG – Taste Zespri Grade
- FOBS – Free On Board Stowed and secure (shipped tray)
- HPC – Hume Pack-N-Cool Limited
- NSS – Non Standard Supply
- DIFOTIS – Delivered In Full On Time In Spec
- MB – Modular Bulk packaging (HW base packtype)
- ML – Modular Loose packaging (G3 base packtype)

# Kiwistart Pooling Policy (All Varieties)

## 1. KIWISTART FIRST PAST THE POST (KIWISTART SUPPLY CAP) POOLING POLICY

1.1. Growers will be packed in order of fruit cleared and delivered to the packhouse in order to maximise throughput.

1.2. In the event of Growers fruit clearing on the same day resulting in the volume of fruit being greater than what the packhouse can pack before the relevant cut-off, then that fruit will be pooled based on equal share across the two rates.

## 2. KIWISTART CONTRACT ALLOCATION POOLING POLICY

Kiwistart contract allocation is offered to packhouses once the supply cap has closed. Due to the timing being later the pool rules for this are different to the Supply Cap Rules.

2.1. Immediately after the supply cap has closed, HPC will ask Growers to commit to the contract allocations. All committed Growers maturity areas will have clearances requested. Priority of picking will be based on those that clear first. If the full allocation capacity is reached by Growers that pass clearance, those Growers can request another clearance prior to picking as long as this does not delay harvest or jeopardise meeting the allocation.

2.2. To qualify for any of the week's allocations the Grower needs to have a clearance, the allocation will be granted in order of clearance. If the estimated trays cleared is enough to fill the allocation all other Growers will be notified – that the contract allocation is closed for any given week. They may still however test for subsequent weeks if available.

2.3. If a committed cleared Grower chooses to not pick and pack with HPC, they will be liable for any penalties for non-supply incurred by HPC.

2.4. Fruit needs to be picked 2 days prior to weekly cut off unless specifically requested by HPC.

## 3. KIWISTART CONTRACT ALLOCATION POOLING POLICY (GA MAINPACK CRITERIA)

The fruit in these weeks will be picked using mainpack fruit clearance criteria. To pick enough fruit in these weeks to prevent pushing GA harvest out too late, the volume of fruit picked may exceed the contracted allocation given to us by Zespri. On this basis, the fruit would need to be pooled.

3.1. Immediately after the supply cap has closed, HPC will ask Growers to commit to the contract allocations. All committed Growers maturity areas will have clearances requested. Priority of picking will be based on those that clear for mainpack criteria first. Please note that clearance for the other contract allocation weeks is still based on Kiwistart criteria.

3.2. The intention is to pack the required amount (refer to table 2) in each of the weeks, week 14/15 and 15/16, which will be greater than the contract volume. Priority to pick will be based on the order of clearances. Once there is enough fruit cleared to meet the required weekly volume Growers will be notified and any additional clearances will be allocated to the following week.

3.3. If a committed cleared Grower chooses to not pick and pack for HPC, they will be liable for any penalties for non-supply incurred by HPC.

3.4. All Growers allocated to pick, will pick in an order deemed by HPC.



Niverplast

SPEEDYFOLD

Folding

Niverplast

HAZARDS  
Packing/Slacking

- Slip/Trip/Fall Hazard
- Moving Machinery
- Sharp Edges on Beams
- Unsecured Cables/Wires
- Loose Tools
- Blocked Aisles
- Blocked Exits
- Blocked Fire Exits
- Blocked Fire Alarms

BROOMS

12

13

14

15

ARKMUS

Niverplast

# Standard Terms and Conditions

## 1. APPOINTMENT OF PROSPECT KIWI AS GROWER'S AGENT

The Grower hereby appoints Prospect Kiwi as the Grower's agent for the supply of the Grower's crop to ZGL via G6 Kiwi Supply and other marketers of kiwifruit ("Other Marketers") for the 2024 Season. Prospect Kiwi is authorised by the Grower to delegate to G6 Kiwi Supply and HPC the power and authority to enter into the ZGL Contract and contracts with Other Marketers in respect of the Grower's crop.

All appointments and authorisations referred to in this document are irrevocable for the 2024 Season. The Grower agrees that the Grower will not, without obtaining the prior written consent of Prospect Kiwi, intervene or deal directly with ZGL in relation to the ZGL Contract. All the Grower's dealings with ZGL in relation to the ZGL Contract must be through Prospect Kiwi. The Grower acknowledges that the Grower has no interest in the ZGL Contract except for the Grower's interest in relation to supply of the Grower's own kiwifruit and further acknowledges that, notwithstanding Prospect Kiwi is only an agent and a bare trustee, Prospect Kiwi has the right to determine the amount and timing of payments to the Grower in respect of kiwifruit supplied by the Grower and this takes precedence over any rights of the Grower under the ZGL Contract.

The Grower appoints Prospect Kiwi and/or G6 Kiwi Supply as the Grower's agent for the 2024 Season:

- a. To negotiate and enter into a contract or contracts for the provision of all post-harvest services in respect of the Grower's crop with HPC. These contracts may occur by way of a single contract in respect of all Growers;
- b. To receive and pool with other Grower funds, payments received from ZGL under the ZGL Contract in respect of the Grower's kiwifruit;
- c. To pay on the Grower's behalf all charges payable by the Grower to HPC for the provision of post-harvest services; and
- d. To sign all documents and deal with the Grower's crop and all monies coming into its hands on the Grower's behalf as if Prospect Kiwi was the owner thereof.

The Grower agrees to be bound by the Trust Deed and Pool rules of Prospect Kiwi which include the process for the election of Directors (a copy of which is available from Prospect Kiwi on request).

## 2. SET-OFF

The Grower irrevocably authorises Prospect Kiwi to deduct from or set-off against any payment due to the Grower from Prospect Kiwi any amount owing by the Grower to Prospect Kiwi, G6 Kiwi Supply or HPC.

## 3. THE ZGL CONTRACT

The Grower acknowledges that G6 Kiwi Supply enters into the ZGL Contract as the Grower's sub-agent to enable Prospect Kiwi to carry out its obligations to the Grower under this Grower Contract. The Grower acknowledges that the final form of the ZGL Contract may not be available at the time of entry into this Grower Contract or at the time the Grower's fruit is supplied. Notwithstanding this, the Grower agrees that this Grower Contract applies from the point in time when the Grower's Kiwifruit is supplied to Prospect Kiwi/HPC, or the date on which this Contract is signed, whichever is earlier, and ends when a final payment is made to the Grower in respect of the Grower's crop for the 2024 Season provided that any payment obligations of the Grower shall continue, notwithstanding the end of the term, until such time as all payments that are required to be made, have been made.

The Grower acknowledges that once finalised the ZGL Contract is available for inspection by the Grower at the offices of HPC.

Any terms used in this Grower Contract which are defined terms under the ZGL Contract have in this Grower Contract the meanings given to them in the ZGL Contract. Prospect Kiwi is entitled to amend this Grower Contract should unforeseen changes be made to the ZGL Contract, or where amendment is required to ensure consistency with industry changes. The Grower will be given notice of any such changes and upon such notification shall be deemed to form part of this Grower Contract..

#### 4. OVERPAYMENTS

The Grower acknowledges that under the Pricing and Payment Manual (which forms part of the ZGL Contract) that Prospect Kiwi is required in the circumstances set out in that clause to make certain payments to ZGL ("overpayments"). The Grower acknowledges that G6 Kiwi Supply can require Prospect Kiwi to pay their share of overpayments to G6 Kiwi Supply. The Grower agrees that the Growers pro rata share of overpayments will be a debt due from the Grower to Prospect Kiwi repayable within 14 days of demand being made by Prospect Kiwi or HPC.

The Growers pro rata share of overpayments shall be determined by Prospect Kiwi/HPC.

#### 5. TITLE – SECURITY INTERESTS

The Grower acknowledges that under the ZGL Contract Prospect Kiwi is required to pass legal and beneficial title to the Kiwifruit and Packaging supplied by the Grower under this Grower Contract to ZGL at FOBS and that Prospect Kiwi is required to indemnify ZGL against any Security Interests affecting Kiwifruit and Packaging supplied to ZGL. The Grower accordingly agrees with Prospect Kiwi and agrees as follows:

- a. Prospect Kiwi is irrevocably authorised as agent of the Grower to pass title to the Grower's Kiwifruit and Packaging on behalf of the Grower to ZGL under the ZGL Contract at FOBS free of all Security Interests, and the Grower irrevocably authorises Prospect Kiwi to delegate to HPC its power to pass title to the Grower's Kiwifruit and Packaging at FOBS free of all Security Interests to ZGL and the power to do all things necessary to enable this to occur; and
- b. Prospect Kiwi is irrevocably authorised to direct payments that would have otherwise been due to the Grower to the holder of a Security Interest in the Kiwifruit and Packaging submitted by the Grower and proceeds thereof; and
- c. Details of all Security Interests currently held over the Grower's kiwifruit and proceeds thereof have been provided by the Grower to Prospect Kiwi at the time of signature of this Grower Contract. Details of any further Security Interests created after signature will be forthwith provided by the Grower to Prospect Kiwi. Prospect Kiwi is irrevocably authorised to deal directly with the holder of any Security Interest on behalf of the Grower; and
- d. The Grower will cause all Security Interests in respect of the kiwifruit supplied under this Grower Contract and packaging owned by the Grower and proceeds thereof to be removed no later than any date fixed by ZGL or Prospect Kiwi or G6 Kiwi Supply or if no

date is fixed then prior to the end of the 2024 Season. The Grower must apply all payments received by or from Prospect Kiwi in or towards satisfaction of all Security Interests in respect of the Grower's Kiwifruit, Packaging and proceeds thereof. The Grower hereby agrees to indemnify Prospect Kiwi and the growers it represents against any costs, losses expenses, or liabilities which Prospect Kiwi or the growers it represents may suffer or incur or which may be asserted against Prospect Kiwi or the growers it represents as a result of the Grower not providing clear title to the Grower's Kiwifruit and Packaging free of all Security Interests or as a result of the proceeds thereof being subject to a Security Interest; and

- e. If this Grower Contract is terminated for any reason whatsoever by the Grower, the Grower must take all necessary steps to ensure that all Kiwifruit and Packaging in respect of which an advance payment of a type referred to in the Pricing and Payment Manual (whether or not the Grower has received any amount of that payment) is supplied to ZGL through Prospect Kiwi in accordance with the provisions of the ZGL Contract; and
- f. The Grower agrees that if all Kiwifruit and Packaging in respect of which an Advance Payment of a type referred to in the Pricing and Payment Manual has been made, is not supplied to ZGL, the Grower will forthwith upon demand being made pay to Prospect Kiwi the full amount of the Advance Payment made in respect of the Grower's Kiwifruit and Packaging. This obligation is not subject to any right of set-off.

#### 6. CROP ESTIMATE

The Grower will, when entering into this Grower Contract provide Prospect Kiwi and HPC with a Crop Estimate, being an estimate of the crop, for all varieties and classes of kiwifruit expected to be submitted by the Grower for packing during the 2024 Season measured in tray equivalents. The Grower must take all reasonable steps to update the Crop Estimate at such times as this is requested and must immediately notify Prospect Kiwi and HPC if the Grower becomes aware of any matter that may give rise to a need to amend the Crop Estimate. The Grower must supply to HPC for post-harvest services all kiwifruit growing on the KPINs/Orchard(s) referred to in the crop estimate.

#### 7. INFORMATION

The Grower acknowledges that obligations are imposed on Prospect Kiwi by the ZGL Contract in relation to the release of information. The Grower agrees to provide and consents to Prospect Kiwi releasing such information to ZGL for the purposes of the ZGL Contract.

## 8. LOYALTY PREMIUM

If the Grower has appointed Prospect Kiwi as its agent in respect of the Three-Year Rolling Grower Contract with ZGL, the Grower confirms that agency, and the terms thereof, and authorises Prospect Kiwi to receive and pool with other Growers funds, any Loyalty Premium paid by ZGL in respect of the Grower's kiwifruit.

## 9. DISPUTE RESOLUTION

Where any dispute arises out of or in connection with this Grower Contract, the disputing party shall provide written notice of the dispute to the other party ("Notice of Dispute").

- a. Within 15 working days of the Notice of Dispute being received by the other party (or such later time period as the Grower and Prospect Kiwi may agree), The Grower and Prospect Kiwi agree to meet and will use all reasonable endeavours to resolve any dispute arising from this Grower Contract by consultation.
- b. If any dispute arising out of, or in connection with this Grower Contract, other than a dispute referred to in clause 9d or 9e or 9f below, cannot be resolved by consultation or if no meeting occurs within the timeframe specified in clause 9b, either party is free to pursue resolution of the dispute in the Courts as of right, or if the Grower and Prospect Kiwi agree, via mediation or arbitration.
- c. Where the dispute relates to the Intercheck procedures or supplier accountability procedures (together referred to as "in market checking") set out in Schedule 11 of the ZGL Agreement, the parties shall resolve the dispute in accordance with Part D of Schedule 11.
- d. Where the dispute is of a type referred to in the Insurance and Risk provisions of Schedule 10 of the ZGL Contract, the dispute shall be resolved in accordance with those procedures.
- e. Where the dispute relates to clause A17 of the ZGL Contract, the dispute shall be resolved in accordance with the provisions of clause A17.
- f. Unless agreed otherwise, both parties will continue to perform their obligations in accordance with this Grower Contract notwithstanding any dispute.

## 10. RISK AND INSURANCE

Prospect Kiwi, HPC and G6 Kiwi Supply will not be responsible for any damage or loss occasioned to the Grower by factors beyond their control including (but not limited to) weather conditions, industrial action or mechanical breakdowns. ZGL will use its

best endeavours to arrange Marine Cargo Insurance and Contaminated Products Insurance. Where such insurance is arranged, the Grower's crop will be covered by such policies as well as by ZGL's Pool Hail Policy. The Grower's attention is drawn to Schedule 10 of the ZGL Contract and, in particular, Appendix 2 of Schedule 10, which deal with insurance and set out the limits of such insurance. The Grower agrees that Prospect Kiwi, HPC and G6 Kiwi Supply are not required to insure the Grower's crop. The Grower's kiwifruit crop shall at all times during picking, packing and coolstorage be at the Grower's risk

## 11. DIRECTOR LIABILITY

The Grower agrees, for the benefit of the directors of Prospect Kiwi, that the Grower waives any and all rights the Grower may have against the directors of Prospect Kiwi and holds the directors harmless for any loss, injury or damage, whether direct or consequential, arising from their actions as a director of Prospect Kiwi. This waiver does not apply in the case of dishonesty or wilful negligence of any director.

## 12. RESIDUE MANAGEMENT

- a. The Grower acknowledges that it is aware of clause A17 of the ZGL Contract and agrees it shall not apply to its crop:
  - i. any agrichemical or compound that is not permitted for use on kiwifruit under the ZGL Crop Protection Programme or by law; or
  - ii. a permitted agrichemical or compound where it is applied otherwise than in accordance with the conditions listed in the ZGL Crop Protection Programme or under any regulatory approval provided by law.
- b. The Grower acknowledges that if any of the Grower's kiwifruit is found to contain any residue of an agrichemical or compound that is not permitted under the ZGL Crop Protection Programme or by law such that it is "Non-Compliant Fruit" in terms of clause A17 of the ZGL Contract, that the provisions of clause A17 of the ZGL Contract will apply.
- c. ZGL has a discretion to purchase Non-Compliant Fruit under clause A17.5 of the ZGL Contract. If ZGL exercises its discretion to purchase any of the Grower's Non-Compliant Fruit under clause A17.5, such fruit will be purchased as Non Standard Supply under an SLA and the Grower will bear the costs of:
  - i. any additional residue tests required;
  - ii. any pack transfers or additional conditions of export;
  - iii. if imposed by ZGL, a penalty of \$0.20 per TE; and

- iv. any other additional costs incurred by ZGL.
- d. The Grower acknowledges and agrees that:
- i. where the Grower's fruit is found to be Non-Compliant the Grower is responsible for the costs associated with such Non-Compliant fruit, and the Grower agrees to co-operate with Prospect Kiwi, HPC and G6 Kiwi Supply to work out a cost repayment schedule if required;
  - ii. where costs incurred under clause A17 are not recovered directly from the Grower, and where ZGL exercises its rights pursuant to the ZGL Contract to set off, deduct, or recover as an overpayment, liability for costs incurred under clause A17 of the ZGL Contract against payments due to Prospect Kiwi for fruit supplied on behalf of Growers, or where ZGL invoices Prospect Kiwi for "Direct Costs" (as defined in A17.3) G6 Kiwi Supply and Prospect Kiwi shall seek to recover any such liability from the relevant Grower(s) concerned pursuant to the indemnity provided at clause 12 with the assistance of ZGL;
  - iii. Where costs cannot be recovered from the Grower pursuant to clause 12, the liability for such costs shall be shared equally by the Zespri pool and the relevant grower pool in the manner provided.

To remove all doubt, if residues are detected, and no disclosure of use has been made, Zespri will refuse to accept the fruit for export.

### 13. NIR GRADING

Near-Infra-Red grading potentially allows us to recover trays from fruit sizes that have not cleared during the Zespri Maturity clearance, as a result of not meeting minimum taste requirements.

The use of the NIR technology is discretionary and will be agreed with the grower prior to packing. To cover the cost of NIR grading and the equipment an additional charge will be applied on graded trays.

NIR packed trays are added to the packout report at the time of packing. Acceptance by Zespri of NIR packed fruit into inventory is dependent on each size successfully passing a post packing dry matter clearance test. Submit payment on this fruit may be delayed as a result of timing.

NIR is not guaranteed and occasionally the NIR packed fruit will fail to pass the post packing maturity test, in this case the NIR fruit will be automatically reversed and removed from inventory.

## 14. PERFORMANCE REQUIREMENTS

The Grower warrants that the Grower has complied with the requirements set out in the ZGL Grower Manual for the supply of kiwifruit to ZGL. The Grower is responsible for meeting the ZGL Supply Specifications and acknowledges that Prospect Kiwi is bound by the ZGL Supply Specifications under the terms of the ZGL contract. This includes ensuring that there are no unauthorised sprays or residues on fruit and continual compliance with the market standard (GlobalG.A.P.) and Produce Marketing Organisation (PMO) documented procedures, policies and technical advice.

## 15. HEALTH AND SAFETY

The Grower acknowledges that HPC is legally obliged to provide and maintain a safe working environment for its staff and contractors entering the Grower's Orchard. The Grower is required to supply to HPC a written list of specific hazards on the Orchard and the environment around the Orchard when entering into a commitment to supply and acknowledges that HPC shall be entitled to refuse to provide services until this has been done, or if HPC considers the Orchard to pose undue safety risk. The Grower will also keep HPC informed of any new hazards that develop or arise after the completion of the list of hazards as soon as practicable after the Grower becomes aware of the hazard or hazards. To avoid doubt, this ongoing obligation of notification will not be construed or taken as imposing any liability on the Grower where a hazard that has arisen or developed would or should be obvious to an ordinary person.

## 16. INDEMNITY

The Grower shall indemnify and keep indemnified Prospect Kiwi, the growers Prospect Kiwi represents, HPC and G6 Kiwi Supply on demand for all losses, liabilities, costs and expenses incurred by Prospect Kiwi, the growers Prospect Kiwi represents, HPC or G6 Kiwi Supply arising from any breach by the Grower of the Grower's obligations under this Grower Contract. Further, the Grower will fully indemnify Prospect Kiwi, HPC and G6 Kiwi Supply for all reasonable costs incurred to mitigate any fruit loss that is the subject of a valid Marine Cargo claim under the Kiwifruit Industry Marine Cargo programme arranged by Zespri.

To avoid doubt, this indemnity applies to breaches by the Grower of clause 11 (Residue Management), clause 12 (Performance Management), and clause 13 (Health and Safety).

## 17. PROSPECT KIWI AND G6 KIWI SUPPLY

The Grower accepts the G6 Kiwi Supply Policies and authorises Prospect Kiwi and G6 Kiwi Supply to deal with the Grower's crop and money belonging to the Grower in accordance with those policies. The Grower agrees that all benefits expressly or impliedly conferred on G6 Kiwi Supply and HPC by these standard terms and conditions are enforceable against the Grower by G6 Kiwi Supply and HPC pursuant to the Contracts (Privity) Act 1982.

## 18. GST

All rates in this Grower Contract are exclusive of GST. GST will be added to all charges for the supply of goods and services in accordance with the Goods and Services Tax Act 1985. The Grower must be registered for GST for the 2024 Season and remain so until all proceeds for all the 2024 Season have been fully distributed.

## 19. RIGHT TO AMEND THIS AGREEMENT

The Grower acknowledges that Prospect Kiwi may amend this agreement in order to satisfy the reasonable requirement of HPC and/or G6 Kiwi Supply and/or ZGL Supply Agreements that apply generally in respect of the 2024 season. The Grower will be bound by these amendments, including where amendments are agreed to apply retrospectively and particularly where ZGL contracts have not been finalised at the time of signing of any supply contract with the Grower.

## 20. WARRANTY

The Grower warrants that the Grower has fully disclosed to HPC any sprays applied in the Grower's orchard or to the Grower's crop outside of the ZGL Crop Protection Programme, or any orchard practices or other matters that could possibly cause problems in packing and coolstoring the Grower's crop or cause the crop to fail to meet export requirements, or cause loss or damage to Prospect Kiwi, HPC or other Growers for whom HPC is packing and storing kiwifruit. This includes any application of an antibiotic product outside the strict instructions provided on the label or any injected substance. The Grower indemnifies Prospect Kiwi, HPC and all other Growers HPC packs and coolstores kiwifruit for in respect of any breach of this warranty. The Grower agrees this indemnity, in addition to being enforceable by Prospect Kiwi and HPC, is enforceable by any other Growers suffering loss or damage as a result of a breach of this obligation by the Grower pursuant to the Contracts (Privity) Act 1982. The Grower will comply with all grower obligations prescribed by ZGL, including Grower contractual and

registration procedures, standards and specifications, GAP, and with all environmental, food safety and Workplace Health and Safety standards. The Grower will also comply with the record keeping requirements imposed on Prospect Kiwi by the ZGL Contract.

## 21. PSA

- a. The Grower acknowledges that *Pseudomonas syringae* pv *actinidiae* ("Psa") is present in New Zealand. In the event HPC's costs increase as a result of steps taken to manage and/or minimize the risks associated with Psa, whether in response to a direction of Zespri, MPI or the directors of Prospect Kiwi. HPC reserves the right to increase its charges, by notice to the Grower, to the extent necessary to cover such increased costs.
- b. HPC will ensure its personnel take all reasonable care when visiting a Grower's orchard and when handling Growers' fruit to minimise the risk of Psa spreading, provided that HPC, its agents and employees, will not be liable for any loss or damage suffered or incurred by a Grower where such loss or damage is attributable to Psa.

## 22. COVID-19

- a. The Grower acknowledges that Covid-19 (all variants) is present in New Zealand. In the event HPC's costs increase as a result of steps taken to manage and/or minimize the risks associated with Covid-19, whether in response to a direction of Zespri, MPI or the directors of Prospect Kiwi Limited, HPC reserves the right to increase its charges, by notice to the Grower, to the extent necessary to cover such increased costs.
- b. HPC will ensure its personnel take all reasonable care when visiting a Grower's orchard and when handling Growers' fruit to minimise the risk of Covid-19 spreading, provided that HPC, its agents and employees, will not be liable for any loss or damage suffered or incurred by a Grower where such loss or damage is attributable to Covid-19.

## 23. CROP MANAGEMENT

It is not anticipated that there will be any crop management for the 2024 season. However, should ZGL consider the option of crop management, and should either or both of HPC and Prospect Kiwi be required by ZGL to assist ZGL in implementing crop management, the Grower agrees to co-operate with them in the implementation of crop management, insofar as it relates to the Growers crop. The Grower agrees the obligation to cooperate is enforceable by Prospect Kiwi.



## 24. ZGL ACCESS

The Grower agrees to grant ZGL and its authorized representatives an irrevocable licence to enter the orchards associated with the Grower's KPIN upon Prospect Kiwi's or HPC's request for the purpose of assessing whether the Grower's fruit complies with the provisions of the ZGL Contract and any applicable compliance requirements, including the removal of samples for the purposes of monitoring and/or testing factors such as maturity, residue or other fruit quality or market access issues. The Grower agrees that ZGL or its authorized representatives will be provided with an accurate map of the orchard and a list of any known hazards which exist at the time the visit is scheduled. Such access shall be granted in accordance with Schedule 5 of the ZGL Contract. The Grower agrees this clause is for the benefit of HPC pursuant to the Contracts (Privy) Act 1982.

## 25. HPC TERMS AND CONDITIONS

HPC provides services to the Grower in accordance with its own specific "Terms and Conditions". Those Terms and Conditions are available upon request. By signing this Agreement and authorising Prospect Kiwi to engage the services of HPC on the Grower's behalf, the Grower acknowledges that they have had an opportunity to review HPC's Terms and Conditions and agrees that they are deemed to have read and accepted those terms and conditions.

## 26. SEVERABILITY

If a provision of this Grower Contract is illegal or unenforceable, then except where the basic nature of this Grower Contract is altered, the remainder of this Grower Contract shall continue to have full force and effect.

## 27. DEFINITIONS

**PROSPECT KIWI:** Prospect Kiwi Limited

**G6 KIWI SUPPLY:** G6 Kiwi Supply Limited

**HPC:** Hume Pack-N-Cool Limited.

**PROSPECT KIWI POLICIES:** current policies and procedures adopted by Prospect Kiwi (or its shareholders).

**SEASON:** the period commencing with the first fruit harvested in 2024 and ending when a final payment to the Grower in respect of the Growers 2024 kiwifruit crop is made by HPC.

**ZGL CONTRACT:** the 2024 Supply Agreement between Prospect Kiwi/HPC and ZGL in respect of the kiwifruit crop harvested in 2024.

**CONTRACTORS:** In the ZESPRIGAP and GRASP context, Contractors are those organisations or individuals contracted by the Grower to carry out specific tasks that are covered in the GLOBALGAP Control Points and

Compliance Criteria.

**FOBS:** Free on board stowed and secure (shipped trays).

**GROWER LINE:** All fruit packed under one KPIN.

**IPM:** Integrated Pest Management.

**MARKETER:** One that sells goods or services in or to a market.

**PALLET:** A completed pallet which in every respect meets ZIL specifications.

**SPECIFICATIONS:** A set of policies, rules and procedures which shall be implemented to endeavour to provide assurance that all product meets ZIL standards.

**STANDARD:** ZIL document(s) that describe in detail the requirements, pursuant to the Kiwifruit Marketing Regulations 1977, that are to be met by the product or service.

**SUPPLIER:** Grower/Supply Entity or Supply Grouping who has contracted with ZIL for the supply of export product and/or the provision of services.

**ZESPRIGAP and GRASP:** ZESPRIGAP and GRASP is the result of a combination of two GAP standards - GLOBALGAP and Tesco's NUTURE Standards. Growers that comply with the ZESPRIGAP AND GRASP system meet the requirements of both of these standards.

**ZGL:** Zespri Group Ltd is the company incorporated under the Companies Act 1993 as at 1 April 2000 and its subsidiaries.

**ZIL:** Zespri International Ltd is the Operation subsidiary of ZGL which has been delegated ZGL's rights and obligations in respect of the Zespri Quality Manual, ZGL Supply Agreement and the EDI Manual.

**TKL:** Team Kiwi Ltd is the company that contracts with HPC for non-Class 1 trays.

**GKC/Southern Produce:** These are the companies that contract the GA/HW non-Class 1 trays for the local market.

# Directory

## SENIOR LEADERSHIP TEAM

### **Simon Bowker**

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### **Nav Singh**

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### **Simon Penness**

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## EXTERNAL OPERATIONS

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Small enough  
to care,  
**Big enough  
to make a  
difference**

4 PROSPECT DRIVE,  
RD2, KATIKATI, 3178

**PHONE:** 07 549 1011

**WWW.HUMEPACK.CO.NZ**

