

FARM 2 FORK COLLECTIVE CONSIGNMENT AGREEMENT

FARM 2 FORK COLLECTIVE INC sell goods on behalf of Suppliers in a consignment capacity, where goods are only purchased from their supplier once the goods have been sold.

We (the Supplier and Farm 2 Fork Collective Inc.) agree to all the arrangements related to this contract on the following terms:

1. RETAIL VENUE

1.1 Display for sale of the SUPPLIER'S goods will be at FARM 2 FORK COLLECTIVE'S retail outlet at 39 Alexander Street (Bunya Highway), Wooroolin, Qld.

1.2 Shop stock is occasionally selected to be displayed and sold by FARM 2 FORK COLLECTIVE at farmers markets, events and festivals, held by FARM 2 FORK COLLECTIVE or other third parties.

1.3 The SUPPLIER'S goods may be selected for sale on-line via FARM 2 FORK COLLECTIVE'S online portal. All conditions detailed in this contract remains the same, with FARM 2 FORK COLLECTIVE responsible for the purchaser's shipping and handling expenses.

1.4 Display and sale of goods at additional venues, should the opportunity arise, will be discussed and agreed with the SUPPLIER.

2. MEMBERSHIP

It is a condition of this agreement that the SUPPLIER will maintain current PREMIUM/ SEASONAL membership of FARM 2 FORK COLLECTIVE.

3. SCOPE FOR SALE OF GOODS

3.1 The SUPPLIER agrees that FARM 2 FORK COLLECTIVE can display and sell goods provided by the SUPPLIER.

3.2 All goods received by FARM 2 FORK COLLECTIVE from the date this contract is signed until either party terminates the agreement in writing, or the SUPPLIER'S membership has lapsed by six months, shall be covered by the terms and conditions of this contract.

3.3 Goods will be displayed for sale at FARM 2 FORK COLLECTIVE'S premises until sold, or goods are not in a saleable condition, or until the use by date on the goods expires. The saleable condition of a product will be determined by FARM 2 FORK COLLECTIVE, unless otherwise advised by the SUPPLIER.

4. RETAIL PRICING

FARM 2 FORK COLLECTIVE will mark-up the SUPPLIER'S cost price (also referred to as wholesale price) to determine a suitable retail price, or retail goods at the SUPPLIER'S recommended retail price (whichever is greater). The retail price of all goods sold by FARM 2 FORK COLLECTIVE will be at the discretion of the FARM 2 FORK COLLECTIVE committee. A minimum markup of 27.5% will be applied to the cost price of all sale items.

5. SUPPLIER PAYMENTS

5.1 FARM 2 FORK COLLECTIVE will pay the SUPPLIER the agreed price, which is the retail price less 21.5%, after the SUPPLIER'S goods have been sold.

5.2 FARM 2 FORK COLLECTIVE will send a monthly sales report to the SUPPLIER on a calendar month basis.

5.3 The SUPPLIER must provide FARM 2 FORK COLLECTIVE with an invoice for the amount due, as per the monthly sales report provided by FARM 2 FORK COLLECTIVE.

5.4 Payment by FARM 2 FORK COLLECTIVE to the SUPPLIER for goods sold shall be processed on the 15th day (or next business day) of the month following the sale of goods. Payment will be made by FARM 2 FORK COLLECTIVE by electronic transfer direct to the SUPPLIER'S bank account as nominated.

6. UNSOLD GOODS & PERISHABLES

6.1 FARM 2 FORK COLLECTIVE reserves the right to request the SUPPLIER collect unsold goods at any time after goods have been received; due to goods being damaged in transit, if the SUPPLIER'S membership has lapsed, if the use by date has expired, or if the goods are no longer in a saleable condition. It is the responsibility of the SUPPLIER to arrange for the collection or transportation of goods within two (2) weeks of a written or verbal request for the collection of goods. Any costs related to the transportation of unsold goods will be the responsibility of the SUPPLIER.

6.2 Perishable goods that are spoiled and no longer in a saleable condition may be disposed of by FARM 2 FORK COLLECTIVE. Details of disposed goods will be recorded and the SUPPLIER notified within seven (7) days.

7. TRANSPORTATION & GOODS DAMAGED IN TRANSIT

7.1 Transportation of goods for sale:

7.1.1 The SUPPLIER is responsible for the transportation of goods to FARM 2 FORK COLLECTIVE'S retail premises.

7.1.2 The SUPPLIER is responsible for any goods left at FARM 2 FORK COLLECTIVE'S premises outside of trading hours if left unsecured.

7.2 Goods Damaged In Transit:

7.2.1 In the case of goods transported which are received in a damaged condition: The SUPPLIER will be notified within three (3) days and damaged goods can be collected by the SUPPLIER if the goods are in a transportable condition, or disposed of as instructed by the SUPPLIER.

7.2.2 In the case of goods transported to a customer are lost or received in a damaged condition: All sales for goods sent via Australia Post will include an 'Extra Cover' fee. FARM 2 FORK COLLECTIVE will undertake to make a compensation claim for lost or damaged goods through the Australia Post Extra Cover claiming process.

8. DISPLAY OF GOODS FOR SALE

8.1 FARM 2 FORK COLLECTIVE will be responsible for the presentation of goods for sale.

8.2 FARM 2 FORK COLLECTIVE shall have total discretion in the presentation of goods for sale.

8.3 FARM 2 FORK COLLECTIVE may present photographs of the goods online, or on social media, and may use photos supplied by the SUPPLIER or images taken by staff/volunteers to ensure consistency of presentation.

9. PACKAGING AND LABELING

9.1 SUPPLIERS are responsible for ensuring that all food packaging and labels are compliant with the requirements set out in the Australia New Zealand Food Standards Code.

9.2 Food products that do not adhere to the packaging and labelling requirements set out in the Standard may not be accepted for sale.

9.3 FARM 2 FORK COLLECTIVE requests the use of tamper-evident seals/packaging where possible.

10. FOOD LICENCING

10.1 It is the SUPPLIER'S responsibility to ensure that they have the appropriate food/wine licence, if required.

10.2 FARM 2 FORK COLLECTIVE reserves the right to request a copy of the SUPPLIER'S licence at any time. If the SUPPLIER is unable to produce a copy of the required licence, any food products covered by the required licence may be removed from sale until the SUPPLIER is able to do so.

11. SALE OF GOODS - CONDITIONS

11.1 Trading Hours: FARM 2 FORK COLLECTIVE reserves the right to vary trading hours without prior notice to the SUPPLIER.

11.2 Discount: FARM 2 FORK COLLECTIVE reserves the right to sell any goods at a discount to Corporate Customers, Members of Farm 2 Fork Collective and any other individual or group, at Farm 2 Fork Collective's cost.

12. INSURANCE

FARM 2 FORK COLLECTIVE is insured for theft and vandalism resulting from forced entry burglary and damage resulting from fire. Any SUPPLIER who wishes to insure their goods for any other risks should make personal arrangements with their insurer.

13. DUTY OF CARE

13.1 FARM 2 FORK COLLECTIVE acknowledges that the goods consigned always remain the property of the SUPPLIER until sold and will handle goods with special care at all times.

13.2 FARM 2 FORK COLLECTIVE will ensure the safe protection of the goods at all times including, but not limited to, protection from hazards of fire, flood and adverse weather.

13.3 FARM 2 FORK COLLECTIVE will ensure fridges and freezers are kept at the correct temperatures and maintained to be in good working order.

13.4 FARM 2 FORK COLLECTIVE will provide a basic minimum security arrangement which includes:

- a staff member/volunteer present while goods are accessible to the public;
- ensuring the premises is secured when closed to the public.

13.5 FARM 2 FORK COLLECTIVE does not take responsibility for damage to goods resulting from an act of God, nature or vermin.

14. PUBLICITY & PROMOTION

14.1 FARM 2 FORK COLLECTIVE may use any goods or any image of any goods for promotional or publicity purposes for FARM 2 FORK COLLECTIVE. Full supplier attribution will be included.

14.2 FARM 2 FORK COLLECTIVE may request further information from the SUPPLIER in order to assist in the promotion and publicity of the SUPPLIER'S goods.

15. ALTERATIONS TO THE AGREEMENT

This agreement constitutes the entire understanding between the parties. Any changes must be in writing and signed by both parties.

Signed on behalf of the SUPPLIER:

Signed on behalf of FARM 2 FORK COLLECTIVE INC:

Signature

Signature

Full Name

Full Name

Business Name

Position

Date

Date