

# Schedule 1- By-Laws of the market premises situated at 100 Tinchborne Street, Capalaba and such other premises as designated by Nursery Traders.

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## 1. Access hours

Suppliers will be entitled to access to their stalls at Nursery Traders Pty Ltd from Monday to Friday of each week between the hours of 7.00am and 4.00pm (excluding public holidays and days nominated by Nursery Traders Pty Ltd as non-trading days).

## 2. Labelling of stock

All products deposited on the premises by the Supplier will be labelled in accordance with the Suppliers Bar Coding Advice February 2002, or as required by Nursery Traders. . Changes to the Suppliers Bar Coding Advice will be updated by Nursery Traders on the website of Nursery Traders ([www.nurserytraders.com.au](http://www.nurserytraders.com.au)), or such other website as notified by Nursery Traders for that purpose ('website'). To ensure you have the current Suppliers Bar Coding Advice please visit our web site.

## 3. Additions of stock

The Supplier will, prior to placing products on the premises, complete and hand to a person authorised by Nursery Traders an 'Approved Product Delivery and Variation Sheet' which specifies all products to be placed on the premises.

## 4. Checking of stock

The Supplier will ensure that, prior to placing products on the stall or premises, the actual products on the stall or premises agrees with the products record maintained by Nursery Traders. To facilitate this, the Supplier may request from Nursery Traders at any time a printout of the record of products held by Nursery Traders. In the event of there being any variation between actual products and the products shown on the Nursery Trader's record then the Supplier must advise Nursery Traders or Nursery Trader's representative, before adding or removing products from the stall or premises.

The Nursery Trader's Facsimile Sales Report is a conclusive record of the transaction, and the parties agree that it is a complete and accurate record of the transactions contained therein, unless a query in

relation to the contents of the Nursery Trader's Facsimile Sales Report is received by Nursery Traders within ten (10) business days of Nursery Traders providing to the Supplier a Nursery Trader's Facsimile Sales Report.

## 5. Removal of stock

Prior to removal of stock from the premises the Supplier must ensure that the Nursery Trader's representative has scanned each product, to record the transfer of the product out of stock on hand of the Supplier.

## 6. Price changes

If the Supplier wishes to alter the sale price of products displayed on the premises it must firstly ensure that the new pricing label is displayed on the stand and then advise the General Manager of Nursery Traders or his authorised representative of that alteration on an 'Approved Product Delivery and Variation Sheet' or such other procedures, or additions to these procedures as directed by Nursery Traders. The supplier must effect price changes only in accordance with the Price Update Procedures ('PUP') or as advised by Nursery Traders. Nursery Traders may change the PUP on the website of Nursery Traders ([www.nurserytraders.com.au](http://www.nurserytraders.com.au)) or such other website as notified by Nursery Traders for that purpose ('website'). To ensure you have the current PUP please visit our website.

## 7. Advertising

No advertising shall be displayed on the premises by the Supplier unless prior written approval has been obtained from the General Manager of Nursery Traders.

## 8. Conduct in stall and premises

The Supplier, its employees, agents and contractors will not use sound devices to attract attention to its stall or tout or shout or permit any such similar activity to be carried out on the stall or premises at any time.

The Supplier, its employees, agents and contractors will not participate in any form of business transaction or permit any such similar activity to be carried out on the stall or premises at any time.

The Supplier, its employees, agents and contractors must behave in a professional, non-discriminatory and courteous manner at all times.

## 9. Order sales

- (a) Nursery Traders may accept orders on behalf of the Supplier where the Supplier agrees to supply the order direct to the client of Nursery Traders and invoice Nursery Traders' client. The Supplier must advise Nursery Traders in writing within the time specified on the order whether it is able to meet the order. Failure to do so will be deemed to be a non-acceptance of the order by the Supplier.
- (b) The Supplier will provide Nursery Traders with full details of all transactions pursuant to By-Law 9(a) including (but not limited to) the name of the Certified Client, the products sold, the date of the sale, the quantity and selling price of each product sold, an approved signed and completed delivery docket and the terms of trade.
- (c) At the request of Nursery Traders the Supplier may agree to the sale by order of products upon such terms and conditions as Nursery Traders considers appropriate from time to time.

## 10. Reporting of sales

Nursery Traders at a time agreed with the Supplier will provide a written statement of stock on hand on the premises of all sales completed and stock dedicated for orders on behalf of the Supplier during the preceding period.

## 11. No exchange or transfer

The Supplier, its employees, agents and contractors will not exchange or transfer products within the premises (including the car park areas, loading docks and road frontage) without notifying Nursery Traders in writing and providing full details thereof and the Supplier acknowledges that commission at the rate specified in clause 2 of the Supply Agreement is payable on an exchange or transfer.

## 12. Reportable Infestations

The Supplier warrants the following;

- (i) to notify Nursery Traders immediately in writing if the Supplier is aware or ought reasonably be aware that the products supplied, or to be supplied, do not meet the conditions for supply of products in accordance with clause 4 of the Supply Agreement, or has any uncertainty in this regard;
- (ii) to notify Nursery Traders immediately in writing if their premises or products are subject to regulation on

reportable infestations issued by the Queensland Department of Primary Industries or other regulatory authority including, a quarantine restriction, a notifiable pest or a notifiable disease;

- (iii) to notify Nursery Traders immediately in writing if their premises or products are subject to a change of status of a regulation on reportable infestations issued by the Queensland Department of Primary Industries or other regulatory authority;
- (iv) to comply with all instructions received by Nursery Traders in respect to the supply of products subject to regulation on reportable infestations; and
- (iv) to comply with all regulations associated with the reportable infestations including regulations associated with the movement of products and reporting.