

GYMPIE SORT: Grower Supply/Service Agreement

Grower Information

Grower Name: _____

Grower ID: _____

Contact Number: _____

Email & Property Address: _____

Delivery Details

Estimated crop for the season: _____

Tree Varieties: _____

Service Selection

De-husking and Sorting

Sorting Only

Skip Bin Service

Contract Harvesting

Term and Termination

This agreement commences on the date of signature and continues until the end of the 2026 season unless terminated earlier by either party with 30 days written notice. Immediate termination may occur for breach of terms or regulatory non-compliance.

Terms of Service

1. The grower affirms that the macadamia nuts delivered are free from contaminants (Manures, Glass, etc.).
2. GYMPIE SORT will process the batch according to the selected service and within the standard processing time.
3. GYMPIE SORT is not liable for any quality degradation due to pre-existing conditions of the nuts.
4. The grower agrees to the processing and grading performed by GYMPIE SORT, including removal of unsound NIS by Aspirator, Q-Max color sorting, Valor5 X-Ray sorting, and final manual table sorting.
5. ***CL Macs shall not impose any UKR-related penalties on NIS delivered for sorting at Gympie Sort, provided that the incoming UKR level for the relevant batch or delivery does not exceed seven percent (7%) UKR.***
6. Any disputes regarding service or quality must be raised within 7 days of processing completion.
7. Payment for services rendered is due within agreed payment terms or offset against the first payments due to the grower for the supply of NIS to CL Macs as per the grower contract.
8. All reject material and husk remain the property of GYMPIE SORT.
9. Excess NIS reject levels in a delivery may incur an extra processing charge.

10. Liability & Indemnity: The grower indemnifies GYMPIE SORT against claims arising from contamination or breach of obligations. GYMPIE SORT's liability is limited to the value of services provided.

11. Compliance: The grower agrees to comply with all applicable food safety, biosecurity, and industry standards.

12. Confidentiality & Privacy: Both parties agree to maintain confidentiality of proprietary information and comply with the Australian Privacy Act regarding personal data.

Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, pandemics, government restrictions, strikes, or power outages.

Dispute Resolution & Governing Law

Disputes will first be addressed through good faith negotiation, then mediation, and finally arbitration if unresolved. This agreement is governed by the laws of Queensland, Australia.

Service costs table

Dehusking & Sorting on Del. Weight	\$0.25
Sorting only – 100% dehusked NIS Del. Weight	\$0.15
Skip Bin Service	TBA
Contract Harvesting (AMB Sweeper Harvester)	\$170.00 Per Machine Hour
Excess NIS reject level/Foreign Material	\$0.05

Acknowledgment and Signature

Grower Signature: _____ Date: _____

GYMPIE SORT Representative: _____ Date: _____