OPERATOR-GROWER AVOGREEN® CONTRACT

Just Avocados Limited is a registered AvoGreen® Operator with New Zealand Avocado Industry Limited (NZAIL). This contract sets out the terms and conditions whereby Just Avocados Limited will carry out AvoGreen® pest monitoring on your nominated orchard.

Please complete the following details and return to quality@justavocados.co.nz. Please advise the Just Avocados Limited Quality team if you wish to withdraw.

ORCHARD DETAILS

Orchard Name

PPIN

Physical address

Monitor frequency ***Please tick*** ☐ 21 days ☐ 28 days ☐ Other (please specify): _____

Frequency variations may be available upon written request

ORCHARD OWNER

Please tick ☐ Primary contact ☐ To receive monitoring results ☐ To receive invoice

Full Name(s)

Email

Phone number

ORCHARD MANAGER

Please tick ☐ Primary contact ☐ To receive monitoring results ☐ To receive invoice

Full Name(s)

Business name

Email

Phone number

OTHER CONTACT

Please tick ☐ Primary contact ☐ To receive monitoring results ☐ To receive invoice

Full Name(s)

Business name

Email

Phone number

Have you Included: ☐ Up to date orchard map ☐ Completed monitoring plan ☐ Completed Calendar

TERMS AND CONDITIONS

1) These terms and conditions apply to Just Avocados Limited's (Just Avocados) provision of AvoGreen® operator and monitoring services. By signing the page overleaf, you agree to be bound by these terms and conditions.

2) Just Avocados will provide operator and pest monitoring services in accordance with:

   a) The specifications, protocols, operational procedures and requirements determined by New Zealand Avocado Industry Limited (NZAIL);

   b) The attached Monitoring Plan. Monitoring schedule. Map.

3) Just Avocados does not warrant that the AvoGreen® programme will identify all insect pests which may damage an avocado tree or that adoption of the AvoGreen® monitoring programme will obtain particular export packout rates.

4) Just Avocados is not responsible and has no liability in contract, tort (including negligence), equity, statute or otherwise to you for any damage, loss or injury (including personal injury) suffered directly or indirectly as a result of your entry into this agreement, the performance of Just Avocados' obligations under this agreement and/or the provisiof any monitoring services to you.

5) In the event that any limitation in this Contract is found invalid for any reason, Just Avocados' maximum liability in contract, tort (including negligence), equity, statute or otherwise is limited to the amount of Just Avocados' charges for the services provided pursuant to this Contract.

6) You agree to grant Just Avocados access to your orchard for the purpose of performing the operator and monitoring services.

7) You agree to provide safe work conditions on your orchard for Just Avocados' staff. Specifically, all dogs on the orchard must be kept under control. Dogs must be on a lead or securely contained during staff visits. Similarly, other large animals such as horses and cattle, for example, also pose a risk to our staff. Please ensure there is a clear route for our staff to access and exit the orchard where they will not encounter any animals that are on the loose. If our staff encounter any dogs that are not properly restrained or animals that are on the loose across their route to and from the orchard, they will not enter the property or will cease the visit and will only return once the animals are contained.

8) You acknowledge that NZAIL is entitled to audit Just Avocados' performance as a licensed operator and monitor of the AvoGreen® programme. Any such audit may include NZAIL being given access to your contact and orchard details, together with such information and data collated by Just Avocados in respect of your orchard while performing services pursuant to this Contract. You agree that Just Avocados may provide such information to NZAIL and agree not to assert any claim of confidentiality or privacy in respect of such information.

9) Just Avocados shall charge for its services on a per visit basis in accordance with Just Avocados' then current schedule of charges which are available upon request. All charges are exclusive of GST.

10) Payment of Just Avocados' charges, together with GST is to be made on or before the 20th of the month following the date of Just Avocados' invoice. Payment shall be made in the manner specified on the invoice.

11) Failure to make payment of Just Avocados' charges by the due date shall attract penalty interest at the rate of 15% per annum, calculated daily from the due date until the date payment in full is received by Just Avocados.

12) Any disputes arising out of this agreement shall be dealt with in the manner provided for in Just Avocados' Avocado Proposal.

13) These terms and conditions shall bind you and each of your successors, executors and permitted assigns.

14) If any of these terms are held to be invalid, void, unenforceable or illegal for any reason, such provision shall be deemed to be severed from this Contract and the remaining terms shall continue in force.

15) These terms are governed by and are to be construed in accordance with the laws of New Zealand and you agree to submit to the jurisdiction of the Courts of New Zealand.

16) Annual reconfirmation of this contract will be by the 1st of November each year.

By signing this contract, I agree that I have read and understand the above Terms and Conditions.

ORCHARD OWNER

Name: _____

Signature: _____

Date: _____

OPERATOR

Signed on behalf of JUST AVOCADOS LIMITED

Name: _____

Signature: _____

Date: _____

Please note - a typed name is an accepted form of signature on a digital form of this contract.