

### Schedule 3 – Delivery of Produce

1. “Delivery” of the Produce will be deemed to occur at the times and in the manner specified in the Annexure 1 Terms of Trade to the Horticulture Produce Agreement.
2. The Supplier will bear the costs of Delivery of the Produce to Montague, unless agreed otherwise by the parties in writing.
3. The Supplier will comply with the following requirements when delivering Produce to Montague:
  - a. The Supplier will include with each delivery documentation listing the quality and type of all Produce in the delivery;
  - b. [insert any other delivery requirements].
4. Where the Supplier delivers the Produce to Montague, the Supplier is to deliver the Produce to [insert address or location] or as otherwise instructed in writing by Montague from time to time.
5. Montague will be responsible for giving, or taking, reasonable steps to ensure that the Supplier is given a document evidencing receipt of delivered Produce.
6. Montague will accept as proof of delivery of Produce by the Supplier any document that acknowledges, reflects or evidences delivery:
  - a. where delivery is to an address that is the usual place of business of Montague, given to the Supplier by it, its officers, employees or agents; or
  - b. where delivery is to an address that is not the usual place of business of Montague, given to the Supplier by any person who accepts delivery at that address and has the actual or ostensible authority of Montague or is a person who is apparently an adult and appears to be engaged in the service of the business at that address.