



stahmann webster

Security Stability Reliability

2022 Macadamia NIS Offer

As a diversified and vertically-integrated tree nut business, we are able to partner with major domestic and international customers, both retail and industrial, servicing the market with macadamias, pecans and walnuts.

Whilst our business continues to evolve, so too does our relationship with you, our macadamia business partners, which remains important.

With this in mind, we are pleased to present you with the following offer to purchase your macadamia nut-in-shell for the 2022 season:

\$3.80/kg*

**At 33% SKR (10% MC) excluding any bonuses
Subject to Stahmann Webster NIS Offer Terms & Conditions - 2022*

Why partner with Stahmann Webster?

- Our price is a **Guaranteed Fixed Price, it is not notional**. In the event of a downturn in the macadamia market, we guarantee the price we pay will be that which is set out under this Agreement;
- Full payment within 30 days of delivery;
- Conveniently located consolidation depots in Bundaberg, Northern Rivers and Macksville;
- We have been in the macadamia business for more than 30 years, servicing the retail and industrial sectors across Australia and around the world; and
- We are financially secure - investing, growing and diversifying to meet the needs of your future and our customers.



Contact our Team to discuss our 2022 Macadamia NIS Offer:

Michelle Herbert
Qld & NSW
0419 255 912

Glen Crimmins
Qld & NSW
0429 991 520

Rod Sproule
Northern Rivers
0427 245 973



2022 ACCELERATED PAYMENT SCHEDULE

We have simplified our payment option for 2022. This year we are providing a quick and easy payment to growers by offering fast and full payment, 30 days from end of week of delivery.

ON DELIVERY	100% Load Value 30 days end of week of delivery includes Quality Bonus (if applicable - see table below)
CONDITIONS	DPI Levy, Voluntary Marketing Levy (if grower participating), consolidation depot charges and skip bin fees will be deducted from each Delivery Payment.

2022 BONUS/REBATE/SUBSIDIES

BENEFIT	DETAILS
QUALITY BONUS	Up to \$0.30/kg for zero unsound kernel, reducing by \$0.02 per 0.1% to nil at 1.5% unsound kernel (see 2022 NIS Price Table)
FREIGHT <i>(by approved transport providers)</i>	<p>Consolidation Depot to Stahmann Webster (Toowoomba) 100% of the freight cost is covered by Stahmann Webster</p> <p>Your farm to Stahmann Webster (Toowoomba) 100% of the freight cost is covered by Stahmann Webster for transporting full truck and/or trailer loads of NIS to Toowoomba</p>
PRICE TABLE	Increasing increments of 11.5c/kg for each 1% above 33% SKR, decreasing by 11.5c/kg for each 1% below 33% SKR

2022 VOLUNTARY MARKETING LEVY

As all macadamia growers are aware, record crops are being achieved across the globe. The smartest way to address production increases is to ensure demand is stimulated quickly and effectively. Australia cannot do this on our own which is why the AMS, assisted and supported by all the major processors, has worked with other origins to establish the World Macadamia Organisation (WMO). The WMO collects funds from all participating origins in an equitable and transparent way and is using these funds to create demand stimulation campaigns in key markets. The Voluntary Marketing Fund (VMF) is Australia's mechanism to fund grower contributions to the WMO.

The WMO program complements the AMS' levy-funded marketing activity and provides an opportunity to focus further on building value in the Australian brand. You can find further details on the WMO at www.worldmacadamia.com

As a grower, Stahmann Webster is an active contributor to the Voluntary Marketing Levy and as a processor we encourage all growers to participate in this important initiative.

An "Opt In" tick box is provided on the 2022 NIS Supply Agreement form.

Please contact the AMS for more information.





2022 MACADAMIA NIS SUPPLY AGREEMENT

THE PURCHASER (us):

Company: Stahmann Farms Enterprises
Address: 193 McDougall Street, Toowoomba Qld 4350
Contact: Michelle Herbert, Grower Services + Communications
Email: michelle.herbert@stahmannwebster.com.au

ABN: 85 130 195 470
Phone: +61 7 4699 9400
Mobile: +61 419 255 912

THE VENDOR (you):

Legal Trading Name: _____

Please tick if details below are the same as 2021

ABN: _____

Physical Address: _____

Postal Address: _____
(if different to Physical)

Contact Name(s): _____

Telephone(s): _____

Email: _____

Additional Email(s): _____

TOTAL TONNAGE:

I agree to supply the following quantity of macadamia nut-in-shell (at 10% MC) in 2022 under the terms of the Stahmann Webster 2022 Macadamia NIS Offer:

Farm Name(s) & Tonnage: _____

VENDOR BANK DETAILS:

Same as 2021 (please tick)

BSB: _____ Account Number: _____

Account Name: _____



DEFER PAYMENT OPTIONS

- Please defer all my Delivery Payments until **1st July 2022**
Or
 Please defer all my Delivery Payments until this **specified date:** _____

VOLUNTARY MARKETING LEVY (refer to AMS or Stahmann Webster 2022 Macadamia NIS Offer for details):

- By ticking this box, you hereby agree to contribute to the Australian Macadamia Society Voluntary Marketing Fund and consent to us withholding 3c/kg of the Inshell Price, otherwise payable to you, for the purposes thereof.

Need more information? Contact the AMS or WMO for further information:
AMS at www.australianmacadamias.org or visit WMO at www.worldmacadamia.com

NOTES / COMMENTS / SPECIAL CONDITIONS:

(Any remarks to be initialled by both parties or struck out if not applicable)

VENDOR DECLARATION FORM:

Once your Macadamia NIS Supply Agreement 2022 has been entered into our system, our Grower Portal will automatically email you login details and a link to your Vendor Declaration form for online completion. Hand Crack Outs and Delivery Payments cannot be made until the Vendor Declaration form has been submitted. If you do not have access to a computer, please make contact and we will supply a hard copy form for completion.

VENDOR:

By signing this contract you warrant that, barring a force majeure, you will deliver the agreed tonnage of NIS unencumbered to Stahmann Webster in good condition as per accepted industry standards and/or the standards required by us.

By signing you acknowledge that you have received, read and understood the Stahmann Webster NIS Offer Terms & Conditions - 2022.

Name: _____ Date: _____

Signature: _____

PURCHASER:

Name: _____ Date: _____

Signature: _____



2022 MACADAMIA NIS PRICE TABLES

The Stahmann Webster 2022 Macadamia NIS Offer releases the following Price Table as at 14th March 2022:

NIS PRICE TABLE 2022

SKR%	Increment*	Price \$/kg
50%	11.5c	\$5.76
49%	11.5c	\$5.64
48%	11.5c	\$5.53
47%	11.5c	\$5.41
46%	11.5c	\$5.30
45%	11.5c	\$5.18
44%	11.5c	\$5.07
43%	11.5c	\$4.95
42%	11.5c	\$4.84
41%	11.5c	\$4.72
40%	11.5c	\$4.61
39%	11.5c	\$4.49
38%	11.5c	\$4.38
37%	11.5c	\$4.26
36%	11.5c	\$4.15
35%	11.5c	\$4.03
34%	11.5c	\$3.92
33%	11.5c	\$3.80
32%	11.5c	\$3.69
31%	11.5c	\$3.57
30%	11.5c	\$3.46
29%	11.5c	\$3.34
28%	11.5c	\$3.23
27%	11.5c	\$3.11
26%	11.5c	\$3.00
25%	11.5c	\$2.88

QUALITY BONUS SCALE

Reject %	Bonus \$/kg
0.0%	\$0.30
0.1%	\$0.28
0.2%	\$0.26
0.3%	\$0.24
0.4%	\$0.22
0.5%	\$0.20
0.6%	\$0.18
0.7%	\$0.16
0.8%	\$0.14
0.9%	\$0.12
1.0%	\$0.10
1.1%	\$0.08
1.2%	\$0.06
1.3%	\$0.04
1.4%	\$0.02
1.5%	\$0.00

NB: Stahmann Webster reserves the right to withdraw or amend this offer without notice and any agreement to supply is only formed once accepted by us through countersigning.

In the event that this offer is oversubscribed, Stahmann Webster will contact you to discuss other options.

STAHMANN FARMS ENTERPRISES (Trading as STAHMANN WEBSTER) INSHELL PURCHASE OFFER TERMS AND CONDITIONS - 2022

PART A - GENERAL

1. INTRODUCTION

1.1 **These terms.** These terms apply to any supply of Inshell made to Stahmann Farm Enterprises Pty Ltd. You cannot vary these terms without our written approval.

1.2 **Us.** All references to "SFE", "us", "we", "our" etc. refer to Stahmann Farm Enterprises Pty Ltd ABN 85 130 195 470, and its officers, employees and agents.

1.3 **You.** All references to "you", "your" "supplier", etc. refer to the Grower Supplier and their representatives and, if more than one, each of them jointly and severally.

1.4 DEFINITIONS

(a) **BONUSES AND REBATES** are additional payments offered by us to you at our discretion, as defined under the relevant terms of the offer;

(b) **CONSOLIDATION DEPOTS** All Receival Depots excluding Toowoomba;

(c) **CONTRACT** The Contract is comprised of the "Stahmann Farms Enterprises Inshell Purchase Offer Terms and Conditions 2022", the "Macadamia NIS Offer Document" and the "Macadamia NIS Agreement 2022";

(d) **FINAL DELIVERY DATE:** The last day (as nominated by SFE) that Inshell can be delivered to a Receival Depot under this contract;

(e) **HAND CRACK-OUT (HCO)** is the kernel yield percentage of Inshell as measured by an approved laboratory from samples taken on delivery of the Inshell or at some other time and place as may be directed by us;

(f) **INSHELL** has the meaning usually given to that term in published relevant industry body guidelines and standards;

(g) **INSHELL PRICE TABLE** is a price table (published by SFE) indicating the value of Inshell at different SKR levels;

(h) **LOAD VALUE (LV)** is the amount that you will receive for any given load of Inshell delivered, as calculated by reference to the weight of Inshell delivered at 10% moisture content, the relevant Hand Crack-out result and the Inshell Price Table;

(i) **OPERATING COSTS** include without limitation, Consolidation Depot service charges, levies, skips and small load charges;

(j) **RECEIVAL DEPOT** is any location nominated by SFE to accept Inshell for delivery to SFE by a Grower;

(k) **REJECT KERNEL** is all kernel material recovered from the Inshell that is not Sound Kernel, measured by HCO as a percentage of Inshell, according to published relevant industry body guidelines and standards;

(l) **SOUND KERNEL (SK)** is fully matured kernel that is free from any defects such as insect damage, mould, decay, immaturity, discolouration, germination or rancidity, measured as a percentage of Inshell, according to published relevant industry body guidelines and standards;

(m) **SOUND KERNEL RECOVERY (SKR)** is the combined total of premium grade and commercial grade kernel, measured as a percentage of Inshell, according to published relevant industry body guidelines and standards;

(n) **STATUTORY LEVY** is the amount deducted from your payments (if applicable) as dictated by the Department of Agriculture, Water and the Environment;

(o) **UNDERSIZE NUT** is Inshell identified during the HCO process or on receival as falling below a minimum diameter, length or weight as may be specified in the relevant purchase contract. Undersize Inshell is categorised as shell for valuation purposes.

(p) **VENDOR DECLARATION** is a declaration to be given by each supplier certifying that, amongst other things, all Inshell delivered will be free from infestation and contamination by other crops or foreign materials.

(q) **VOLUNTARY MARKETING LEVY** is the amount deducted from your payments (if applicable) for remittance to the Australian Macadamia Society to be used for the purpose of administering, planning, implementing and managing a marketing campaign, with the objective of building international consumer awareness, driving global consumption of macadamia products and maintaining a viable return to macadamia growers.

2. CONTRACTUAL MATTERS

2.1 **Contract.** This agreement will be binding on the parties only when notice of acceptance has been given to you by us.

3. OPERATIONAL MATTERS

3.1 **Delivery of Inshell.** All Inshell must be delivered to a Receival Depot nominated by SFE by the Final Delivery Date. SFE reserves the right to negotiate a different price for Inshell delivered after this date. Subject to clause 3.3(b), Inshell will be considered delivered at the point at which it is accepted by us.

3.2 **Vendor Declaration.** No delivery will be accepted by us unless you have provided us with a duly completed Vendor Declaration.

3.3 Quality of Nuts Delivered

- (a) All Inshell delivered to a Receiveal Depot must:
 - (i) be free from infestation and contamination by other crops or foreign materials, especially where these may be toxic or allergenic;
 - (ii) conform to the quality standard provided in Schedule 2.
- (b) If your delivery of Inshell fails to meet the quality required under clause 3.3(a), SFE may reject the delivery or impose a penalty at its absolute discretion.
- (c) You indemnify SFE for any cost incurred or loss suffered as a result of SFE rejecting the delivery.

3.4 On Delivery

- (a) All deliveries of Inshell must be booked with the Receiveal Depot prior to delivery.
- (b) All deliveries must be accompanied by an approved Delivery Docket. The issuing of a Delivery Docket by us does not constitute acceptance by SFE that the Inshell meets the quality required under clause 3.3(a).
- (c) Any Inshell deliveries made directly to our Toowoomba depot must be accompanied by a weighbridge docket from a registered scale that is located not more than 20 km from depot.
- (d) Samples, in accordance with relevant industry body guidelines, will be taken on delivery for HCO purposes.

3.5 Delivery of Small Loads

- (a) We encourage growers to deliver nuts regularly so as to ensure maintenance of optimal product quality. Small loads can be received at our Consolidation Depots, however there is an additional cost of administration and sampling associated with parcels of less than one metric tonne. SFE therefore reserves the right to impose a charge of up to \$110 plus GST for each delivery of less than one metric tonne (received weight) to defray such costs.

3.6 Consolidation Depot Service Disclaimer

- (a) Notwithstanding the need to comply with clause 3.3(a), the use of Consolidation Depot sorting services is at your discretion and risk;
- (b) Neither SFE nor the relevant Consolidation Depot operator offers any guarantee as to the level of Reject Kernel remaining within a load following the use of sorting services.

4. VOLUNTARY MARKETING LEVY

- (a) If you have elected in the Macadamia NIS Agreement 2022 to opt into the Voluntary Marketing Levy, you agree that SFE will withhold three cents/kg of the Inshell Price payable to you under this agreement and forward that amount to the Australian Macadamia Society ("AMS") for contribution to the AMS marketing fund on your behalf.

5. PAYMENT

- (a) Refer to Schedule 1 for Payment Schedule.
- (b) Payments, as determined by the Inshell Price Table, are guaranteed.

6. GENERATION AND PROCESSING OF PAYMENTS

- 6.1 **Recipient Created Tax Invoices.** All payments to you will be calculated by us according to the terms of this agreement and a Recipient Created Tax Invoice (RCTI) will be generated by us for each payment.
- 6.2 **ABN/ACN.** If applicable, you must provide us with your Australian Business Number (**ABN**). If you do not provide us with your ABN, we will make any payments due to you in accordance with Australian Taxation Office requirements.
- 6.3 **Direct Credit.** We will make payments to you by direct credit and will obtain and hold your banking details for this purpose.
- 6.4 **Management of GST.** All payments will include GST if GST is required to be imposed by law.
- 6.5 **Deductions.** Each supplier gives authority to SFE to deduct any Operating Costs incurred by SFE that are directly related to the supplier's loads.

7. ADMINISTRATION

- 7.1 **Title.** Legal and beneficial title of Inshell will pass to us upon acceptance of the Inshell by SFE following receipt of the delivery at a Receiveal Depot. You warrant that you are the lawful owner of the Inshell and it is free from any lien or other encumbrance.
- 7.2 **Breach of Contract.** In the event of breach of this agreement, all reasonable measures shall be taken to remedy the breach. If the breach remains un-remedied after 30 days from the date of the breach, the parties will engage an independent mediator who will act as a mediator not an arbitrator. If the breach is still not remedied following reasonable attempts at mediation, either party may commence legal action.

8. COMMUNICATION & REPORTING

- 8.1 **Payment Advice.** We will issue an electronic payment advice for each payment made.
- 8.2 **Receiveal Report.** A receiveal report will be issued to you indicating delivery details.
- 8.3 **Hand Crack-Out (HCO) Report.** An HCO report will be issued for each delivery.

9. LIABILITY

- 9.1 **Exclusion of Legislation.** The provisions of all legislation, including the *Competition & Consumer Act* (Cth) and the *Fair Trading Act 1989* (Qld), do not apply to these terms except to the extent that they are unable to be excluded by legislation.
- 9.2 **Limitation of Liability.** Subject to clause 9.1 and other product warranties set out in these terms:
 - (a) In no case will our liability extend to any direct, incidental or consequential damage to property, personal injury or loss of profit;

- (b) all Information contained in any of our publications (including catalogues, brochures, photographs, illustrations, website or any advertising material) represent generally the subject matter and terms of our commercial offers but will not be taken as necessarily representing the subject of any particular offer or order nor indicating a correct price and will not form part of any contract or agreement for supply, and you acknowledge that we would not have entered into any contract with you if any of the above were not true.

10. GENERAL

- 10.1 **Force Majeure.** We will not be liable for any delays or loss or damage you suffer arising from any cause beyond our control including but not limited to delays in transportation, handling or supply, accidents, fire, strikes and other labour disputes, terrorist acts, acts of God (or gods), the requirements of any law or Government agency or other circumstance whether or not of a similar nature beyond our control, until that cause has ceased to have effect.
- 10.2 **Relevant Law.** These terms will be construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.
- 10.3 **Waiver.** The failure of either party to exercise any rights under these terms will not waive that right, nor will any practice developed between us waive or lessen our respective rights under these terms.
- 10.4 **Severance.** Any provision of these terms which is found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, will be severed from these terms and will be deemed never to have been part of them.
- 10.5 **Confidentiality.** You must treat all information which we give you as private and confidential and must not disclose that information to any person nor use it in any way which may cause us injury or loss unless that information is public knowledge or was known by you before we gave it to you.

11. RISK AND INSURANCE

- 11.1 **Risk.** Risk in all Inshell remains with the supplier until legal and beneficial title passes to SFE in accordance with clause 7.1. This includes any occasion for which we agree to collect Inshell from you, whether or not we arrange for the transport of the Inshell to us.

12. WARRANTY AND FURTHER ASSURANCES

- 12.1 **Further information.** You must provide us with any further information that we require immediately upon our request.
- 12.2 **Accreditation.** We warrant that all laboratories and associated technical staff are accredited under a relevant industry body.

SCHEDULE 1 – PAYMENT SCHEDULE

PAYMENT	PAYMENT DATE	METHOD OF CALCULATION	AMOUNT	OPTIONS/COMMENTS
1. Delivery Payment	Within 30 days from end of week of delivery of Inshell to Receiving Depot.	Load Value (LV) Delivered weight of Inshell (kg @ 10% MC) multiplied by calculated price per kg based on SKR and the Inshell Price Table	100% of LV	Operating Costs (if applicable) are deducted from each Delivery Payment. If applicable, Bonuses and Rebates are applied to this payment.

SCHEDULE 2 - QUALITY REQUIREMENTS

All deliveries of Inshell to Stahmann Farms or any of its Receiving Depots must meet the following general quality standards:

- Be generally cleaned of extraneous matter;
- Be physically, chemically and biologically safe for handling and processing into food products;
- Be free from and uncontaminated by the following allergens: cereals containing gluten, lupins, crustacean, egg, milk, fish, peanuts, sesame seeds, sulphites, soybeans and any products of these declared allergens.

In order to qualify for standard terms and conditions, all deliveries of Inshell to Stahmann Farm Enterprises should meet the following minimum quality parameters:

- Reject Kernel not greater than 5% by weight of Inshell;
- Sound Kernel not less than 25% by weight of Inshell; and
- Inshell 17mm and greater in diameter.

If the Inshell supplied fails to meet the above quality parameters, SFE may at its discretion accept (on such terms as it deems appropriate) or reject the Inshell.

Should you deliver Inshell which, according to our HCO sample assessment, does not meet SFE's minimum quality standards as described above, and where this Inshell has been consolidated with other material or some other circumstance applies such that, according to our judgement, rejection of the load is either not possible or not practicable, then SFE reserves the right to impose such financial penalty that is deemed appropriate and reasonable in the circumstance.

Acceptance of Inshell at a Consolidation Depot in "unsorted" form will be conditional upon the level of extraneous matter being at a manageable level as determined by SFE or the depot manager on presentation of the load.

- "Extraneous matter" in this context is defined as orchard material including: sticks, stones, soil and miscellaneous **non-hazardous** matter;
- "Manageable" means that the depot is able to receive and handle the load without excessive expenditure of time or labour compared to that required for a sorted load;
- Where additional time is required to receive and handle a load due to excessive extraneous matter then an additional service labour charge may be applied.