

## Attachment 1: Contract Example

### Grape Supply Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_

XXXX

**Commented [A1]:** The Agreement must be clearly dated prior to the delivery of the grapes. Dating after the event is not acceptable.

BETWEEN [Purchaser]

AND [Grower]

**Commented [A2]:** The Agreement must state clearly who is the vendor and who is the purchaser

1. Title to the Grapes passes from the Grower to the Purchaser upon delivery of the Grapes pursuant to the Delivery Terms.
2. Transfer of title does not affect the Purchaser's obligations under this Agreement including its obligation to pay the Final Grape Price.
3. Terms and conditions and pricing are a matter for commercial negotiation between the parties and should be stated.
4. Acceptance of this agreement must be made in writing.

**Commented [A3]:** The agreement must clearly state that title transfers on delivery

**Commented [A4]:** A contract lawyer can advise on appropriate clauses to protect the grower in case of non-payment.

**Commented [A5]:** This may take the form of email correspondence, but formal contracts are obviously preferred.

- If a dispute arises between the parties which is subject to the dispute resolution procedures set out in Part 3 of the Code, the parties acknowledge and agree that the dispute will be resolved in accordance with the Code.
- If a dispute arises between the parties which is not subject to the dispute resolution procedures set out in Part 3 of the Code, then the parties agree to the following procedure to attempt to resolve the dispute:
  - 1..1 the party with the complaint will raise the matter with the other parties setting out in writing the background and the issue(s) in dispute, and the outcome desired ("**Dispute Notice**");
  - 1..2 the other parties will respond in writing within 14 days of the date of the Dispute Notice, indicating whether the desired outcome is agreed, or offering another outcome or to negotiate a resolution;
  - 1..3 if the dispute is not resolved under clause 1..2, then the Grower may elect not to supply to the Purchaser such of the Grapes from the Vintage in which the dispute has arisen as the Grower may, in its sole discretion, decide but, if the Grower does not so elect, then:
    - 1..3.1 the parties shall refer the matter to a mutually agreed independent expert for determination. The parties must be satisfied that the independent expert has expertise in the area under dispute, is impartial and is qualified to determine the

**Commented [A6]:** We would suggest that the dispute resolution procedures of the code of conduct are also inserted.

matter(s) in dispute. For the ruling to be binding, the parties must agree to abide by the decision of the expert;

- 1..3.2 if the parties cannot agree on the selection of an independent expert, the Chair of the Wine Industry Relations (“WIR”) Committee of the Winemaker’s Federation of Australia (or Vice Chair in the event that the Chair is unavailable) will appoint an independent expert on the parties’ behalf, drawn from the panel approved by the WIR Committee. The ruling of the expert appointed by the Chair of the WIR Committee is final and binding on the parties to the dispute, and cannot be appealed;
- 1..3.3 the parties will equally share the costs associated with the appointment of an independent expert; and
- 1..3.4 the parties must in good faith attempt to settle disputes as quickly as possible and, wherever practicable, prior to delivery of the Grapes.

**SIGNED** by Grower / **PURCHASER** in the presence of:

.....

Print Full Name: .....