

Brokerage Agreement for Wine Grapes



This agreement commences on 23rd September 2021 between the Parties known as

Canoe Wines Australia Pty Ltd (ABN 26 645 317 184)

23A Alexander Forrest Rd, Forreston in the state of South Australia, 5233 (the Grower)

Murdoch Hill Wines (ABN 67 007 550 049) of

260 Mappinga Rd, Oakbank in the state of South Australia, 5243 (the Purchaser)

Agreement Items and Responsibilities

1. The parties acknowledge Blend Global Pty Limited (ABN 36 646 217 512) of 18 Quarry Rd, Woodside in the state of South Australia, 5244 (the Broker)
2. The Grower agrees to sell to the Purchaser the itemised Fruit (the Parcel)

Qty in tonnes (approx)	Variety or Varieties	Vineyard by Name	Location within the Vineyard (Block)	Agreed price per tonne AUD\$	Vintage	GI Region	Harvest Method
8	Sangiovese	Tunnel Hill	6	\$2,800.00	2022	Adelaide Hills	Hand

3. Operational responsibilities are as follows;

Responsibility of Harvest cost shall be		Responsibility of Transport Costs		Supply of Collection Containers		Delivery of Collection Containers	
Purchaser	Grower	Purchaser	Grower	Purchaser	Grower	Purchaser	Grower
	YES	YES		YES		YES	

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4. Delivery of the Parcel shall be to;
TBC

- 4.1 At the time of the delivery, the Purchaser agrees to provide a copy of the weigh docket for the Parcel to the Broker.

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Agreement General Terms and Conditions

- 1.1. The Grower hereby appoints the Broker, and the Broker hereby accepts its appointment to provide brokerage services to the Grower in relation to the purchase and sale of wine grapes and such other services as the Parties may from time to time expressly agree.
- 1.2. This Brokerage Agreement sets forth the terms, conditions and responsibilities of brokerage services provided by the Broker to the Parties in relation to the purchase and sale of wine grapes.
- 1.3. The Broker is a registered business in the State of South Australia. Its employees are employed to provide fair and reasonable advice and information that ensures that the Parties agree to the estimated quantity of wine grapes for sale and or purchase and the price which has been agreed upon and accepted by the Parties.
- 1.4. The Grower may not appoint another broker or persons to sell the Parcel to any other persons or companies whilst this agreement is in effect.
- 1.5. This agreement remains in effect for period outlined.
- 1.6. The Broker remains the Primary contact with the Purchaser for a period of three years from the commencement date outlined within this agreement.
- 1.7. The Grower agrees to pay the Broker a fee of 5% of the agreed price as outlined within this agreement (plus GST if applicable)
- 1.8. The Grower agrees to pay the Brokers fee on or before the due date of 30th of June 2021 upon presentation of an invoice. If the Grower fails to pay on or before the due date, then the Broker may exercise the right to apply a finance charge of 1.9% per annum to the outstanding balance.
- 1.9. The Parties acknowledge and accept that the approximate tonnes of wine grape variety may vary due to environmental factors or extraordinary events or circumstances beyond the control of the Parties.
- 1.10. The Parties acknowledge and accept that they shall act in good faith to ensure the Parcel is sold and purchased as outlined within this agreement.
- 1.11. The Purchaser shall pay the Grower in line with the South Australian Wine Grapes Industry Act 1991:
 - 1/3 at the end of month following the month of harvest
 - 1/3 at the end of June
 - 1/3 at the end of September
- 1.12. This agreement may only be amended in writing and executed by the Parties, including the Broker.
- 1.13. This agreement precludes the Purchaser from a controlling interest in future vineyard management decisions, the appointment of a vineyard manager, or sale of the vineyard.
- 1.14. The Parties, inclusive of the Broker may wish to converse on cultural practices, e.g. crop thinning, irrigation, canopy management, but not limited to and or an agreement mutually accepted by the Parties.
- 1.15. The Purchaser reserves the right to reject wine grapes outlined within this agreement, should it not meet purity and conditional standards.
- 1.16. The Grower will invoice the Purchaser directly for the tonnes delivered.

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2.0 Signature of this agreement by the Parties.

For the Grower

Authorised name

Position held

Dated

For the Purchaser

Michael Downer

Authorised name

Winemaker

Position held

18/1/2022

Dated

Broker contact details

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