

SPOT PURCHASE WINE GRAPE AGREEMENT

DATED the _____ day of _____ Year _____

BETWEEN:

.....

(hereinafter referred to as the "Winery")

AND

.....

(hereinafter referred to as the "Grower")

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Winery agrees to purchase and the Grower agrees to sell the variety (ies) and tonnages of grapes as listed in the Schedule at the prices per tonne listed in the Schedule for the current Vintage Year.
2. The Winery acknowledges that it has had the opportunity to inspect the said grapes and has satisfied itself as to the quality of those grapes. The Grower undertakes to maintain the grapes subject to any reasonable direction from the Winery until harvest, taking into account weather conditions and any other relevant factors.
3. The Winery will give the Grower reasonable notice of the harvest date having regard to the factors referred above such as optimum quality standard, weather conditions and fruit intake scheduling and the Grower undertakes to comply with that date.
4. The wine grapes shall be under the Grower's title and risk until title passes upon acceptance by the Winery unless otherwise agreed.
5. The *Winery/Grower shall bear the costs of delivery of the grapes to the Winery and both parties note that the price per tonne has been calculated taking into account the Grower's costs of transport.

****Delete which is inapplicable***

6. The Winery shall pay the purchase price for the grapes as follows: ***(cross out the options which do not apply)***
 - (a) Three equal instalments in accordance with the Wine Grapes Industry Act, 1991;
 - i) the first instalment shall be paid on or before the end of the month following the month of delivery;
 - ii) the second instalment shall be paid on or before the 30th June in the current vintage year and

iii) the third instalment shall be paid on or before the 30th September in the current vintage year.

OR

(b) The Winery shall pay the purchase price for the grapes supplied no later than 14 days after the date of delivery.

OR

(c) The Winery shall pay the purchase price for the grapes on the date of delivery.

EXCEPTING HOWEVER that the parties agree that if the price per tonne is \$150 per tonne or less then Option (c) only shall apply.

7. The Grower shall grant to the Winery a right of entry at any reasonable time from the date of execution of this Agreement until harvest in order to inspect and sample the grapes on the condition that the Winery notify the Grower in advance of its intended inspection.

8. The parties agree that this Agreement shall become effective after the expiration of one day after the date of its execution by both parties and that until the expiration of that 24 hour cooling off period; either party may rescind the Agreement only by notice in writing to the other. That notice shall be delivered either personally or by facsimile or electronic email, whichever method ensures that the other party will receive the notice within the 24 hour cooling off period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first hereinbefore written.

THE COMMON SEAL of)

.....)

was hereunto affixed in the presence of:)

)

.....

.....

SIGNED by the Grower)

in the presence of:)

.....

Riverland Wine makes no representation as to the validity or adequacy of the attached sample Spot Purchase Contract and recommends that Growers and Wineries seek their own legal advice concerning the same

