

2020 TERMS OF TRADE

1. TOP will usually be open daily for business from 8.00am to 6.00pm during the processing season, with variable hours available according to processing demand.
2. Customers will book the arranged date and time for delivering olive fruit to be processed by TOP. Some flexibility may be required with processing times and dates.
3. TOP reserves the right to change any booked processing dates and times or hold over until the next processing day any olives delivered for processing but will give Customers as much notice as possible of any change.
4. If Customers cannot meet the arranged fruit delivery dates and/or times or if fruit volumes differ by more than 20% of the initial booking, they must contact TOP prior to delivery. TOP will do its best to accommodate any changes.
5. Customers will deliver fruit to TOP in suitable bins clearly marked with the customer's name and olive fruit varieties. TOP reserves the right to reject any olives delivered for processing if the olives are unsuitable for processing due to spoilage, disease or contamination.
6. Customers will bring sufficient suitable containers (no glass) for oil collection at the time olives are delivered for processing. These must be clearly marked with customer's name and assigned oil varieties, where required.
7. Customers will be invoiced according to the weight and corresponding cost of each batch processed, as per TOP's Processing Rates and Schedule of Charges.
8. Unless alternative arrangements are made to prior to processing, Customers agree to pay TOP, by cash, EFTPOS, cheque or direct credit, all costs involved with processing olives and storing oil, prior to or upon collection of their oil or within 7 days, whichever is sooner.
9. TOP will comply with the highest standards applicable to the olive processing services. Please note however:
 - (a) Except as expressly otherwise provided above, all representations or warranties (statutory, express or implied) except any which may not lawfully be excluded, are expressly excluded.
 - (b) The Customer agrees for the purposes of the above that the olive processing services are provided to it for the purposes of business and accordingly the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of such services.
 - (c) Under no circumstances will TOP or any of its officers, employees, contractors or agents be liable to the Customer in contract, in tort (including but not limited to negligence), in equity for breach of statutory duty or otherwise for loss (whether direct or indirect) of fruit, oil, profits, revenue, business, data or anticipated savings or for any indirect or consequential loss whatsoever.
 - (d) By supplying olives to TOP for processing, the Customer agrees to and accepts these Terms of Trade.
10. For the avoidance of doubt, any insurance relating to the Customer's property including (but not limited to) olive fruit, olive oil, processing products and containers, will be the Customer's sole responsibility. TOP does not insure customers' oil, containers, or other property.

