

# Harvest Manager engaging Timber Purchaser



## HARVEST PURCHASE SERVICES CONTRACT

THIS AGREEMENT is made this 5th day of January 2013

BETWEEN: Private Forestry Service Qld referred to in the Schedule 1 herein  
("PFSQ")

AND: Nangarin Sawmill referred to in Schedule 1 ("The Purchaser")

WHEREAS PFSQ has been engaged by the Landowner to manage the harvest and sale of timber growing upon the land

AND WHEREAS the Purchaser has agreed to purchase the product harvested

AND WHEREAS the parties wish to record the terms and conditions of their agreements.

NOW THIS DEED WITNESSES:-

### **1. Term**

1.1. Commencing on the day nominated in Schedule 2 PFSQ will undertake the harvest and sale of timber occurring on the said land as agent for the Landowner.

1.2 The agreement shall expire at the end of the period nominated in Schedule 2 of the Agreement.

1.3 The agreement may be terminated upon:

- (a) completion of the harvest and sale before expiry; or
- (b) by mutual agreement

#### **4. Agency**

4.1 PFSQ appoints the Purchaser as exclusive agent for the purchase of timber product harvested during the currency of this agreement.:

#### **5. Payment to PFSQ**

5.1 The Purchaser shall pay to PFSQ the fees and charges set out in the Third Schedule at the times and in the manner set out in Schedule 2.

#### **6. Purchasing Warranties**

6.1 The Purchaser warrants that

- (a) milestones, performance standards and timeframes specified in Schedule 2 (if any) shall be complied with and;
- (b) all statutes, ordinances, by-laws and codes of practice for timber harvesting in privately owned forests in Queensland (including the Queensland Vegetation Management Act 1999, as amended and Forest Practices Code, and the Workplace Health and Safety Queensland Forests Harvesting Code of Practice).7.2

#### **7. Responsibilities of the Purchaser**

The Purchaser must:

- (a) ensure performance of the timber handling operations and compliance with this Agreement. The Purchaser will not be relieved of this responsibility because of any:
  - (i) subcontracting of the purchasing operation services.
- (b) liaise with and comply with any reasonable requests made by PFSQ.

#### **8. Books and Records**

8.1 The Purchaser must:

- (a) keep and must require its employees/contractors to keep adequate books and records in sufficient detail to enable the amounts payable by and to PFSQ under this agreement to be determined; and

- (b) keep and require its employees/contractors to comply with procedures for log classification and documentation (Schedule 4).

## 8.2 Examination of books and records

PFSQ and the PFSQ's representatives may at reasonable times after notice examine and copy material in the possession of the Purchaser which is relevant to the Purchasing agreement (including the Purchaser's books and records).

## 9. Insurance

9.1 In connection with the Purchasing Operations the Purchaser must have and maintain during the term valid and enforceable insurance policies for:

- (a) public liability in respect of each occurrence for at least \$10,000,000.00;
- (b) professional indemnity;
- (c) workers' compensation; and
- (d) any other insurance relevant to the management services.

## 9.2 Evidence of Insurance required

The Purchaser must give evidence of insurance required under this clause when PFSQ asks for it.

## 10. Goods and Services Tax

10.1 The parties agree that:

- (a) unless the context so excludes then the terms used in this clause shall have the same meaning as they do in the A New Tax System (Goods and Services) Act 1999 *as amended (The GST Act)*;
- (b) the consideration or payments reserved pursuant to the terms of this contract are expressed as the GST exclusive value of the supply to which they relate; and
- (c) the amount payable for any supply pursuant to this contract shall be the price of the supply calculated pursuant to this clause.

10.2 In the event that GST is payable on any supply pursuant to the terms of this contract, then the price of the supply to be paid pursuant to this contract shall be equal to the GST exclusive value of the supply plus GST payable on the supply.

## 11. Resolution of Disputes

The parties must endeavour to resolve any dispute under this agreement by mediation or other dispute resolution method before they commence legal proceedings.

SIGNED as an Agreement by the  
Manager - PFSQ - Sean Ryan \_\_\_\_\_

Witness - Bronwyn Lloyd \_\_\_\_\_

Witness (who warrants that they are not a party to this deed or named herein)

SIGNED as an Agreement by the  
Purchaser -Nangarin Timbers -  
Russell Shipp \_\_\_\_\_

Witness - Bronwyn Lloyd \_\_\_\_\_

Witness (who warrants that they are not a party to this deed or named herein)

## **SCHEDULE 1**

The Manager:  
Address:

Private Forestry Service Qld  
8 Fraser Road  
GYMPIE Q 4570

The Purchaser: 'Nangarin Timbers' for the Endeavour  
Foundation  
PO Box 3555  
TINGALPA DC QLD 4173

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## SCHEDULE 2

### PURCHASE OPERATION DETAILS

Commencement Date: February 1 2013

Term of agreement: as required with regard to Harvesting  
and Transportation issues

#### **Purchasing Operations:**

Pick up logs from log dump taking all  
due care and attention not to damage  
any part of the product or the surrounding  
property

Make every effort to remove timber  
from the property as soon as possible  
after harvest to ensure product is  
kept in good condition for both  
Purchaser and Supplier

Supply receival dockets to PFSQ  
for all timber taken from site

Payment of all received timber  
to PFSQ within 30 days of receival

## SCHEDULE 3

### PRICE

Logs classified as Compulsory      \$159.00 m3 + GST

Logs classified as Optional      \$ 74.00 m3 + GST

Logs classified as Salvage      \$44.00 m3 +GST