



Australian grown mungbeans  
have **quality** written all over them!

# Australian Mungbean Association CODE OF ETHICS

## Introduction

The AMA promotes high ethical standards, suggesting that Mungbean growers will achieve a higher level of business satisfaction if they deal with AMA members.

Accordingly members should be aware of the need to conduct their business in an ethical fashion, to promote good relations and harmony between members and within the Mungbean industry.

It is necessary for members operating as they do in a keenly competitive industry, to draw attention to the existence and nature of a particular product by use of advertising and other promotional measures. It follows that the advertising methods employed should be centred on the provision of accurate and complete information, should conform to standards of ethics, and be in good taste. These precepts are embodied in the detailed Provision of the Code as set out hereunder.

## Arbitration

For the AMA to agree to arbitrate in any dispute, the issue must relate to Mungbeans and at least one party to the dispute must be an AMA member.

Both Complainant and Respondent will choose an arbitrator from willing AMA Members.

In any arbitration, both parties will agree to meet the arbitration costs in advance. The arbitrators including the umpire, will have the final decision on the amount of any claim, and on how any costs are allocated to the parties.

The Code will be administered by the executive AMA inc. in respect to an alleged breach of this Code.

1. If a person (the Complainant) alleges another person (the Respondent) [one of whom must be a member] has breached this Code, the Complainant shall notify the member by whom the breach is alleged (the Respondent) in writing:
  - a. specifying the breach;
  - b. requiring that the breach be remedied;
  - c. requiring that a reply in writing to the Complainant be made within 14 days by the respondent:
    - 1) acknowledging receipt of the complainants notice;
    - 2) admitting or denying the breach
    - 3) and if admitting the breach, setting out what steps will be taken or proposed to remedy the breach;
2. If:
  - a. there is no reply by the Respondent within the time limited;
  - b. the Respondent denies the breach;
  - c. the Respondent while admitting the breach, does not remedy the breach or propose a remedy which is satisfactory to the Complainant; or
  - d. the complaint is not otherwise resolved

there is a dispute, which may be referred by either party to the Executive AMA Inc.

3. If the Complainant refers the dispute to the Executive, the Complainant must send to the Secretary of the AMA Inc.
  - a. a copy of the notice given under,
  - b. a copy of the reply, if any, given by the Respondent;
  - c. notice setting out the clauses of the Code alleged to have been breached;
  - d. notice of its nomination of an arbitrator from the AMA Membership
  - e. a request that the dispute be referred to the Executive
  
4. Upon receipt by the Secretary of the document referred to in 3., from the Complainant, the secretary shall send copies of them to the Respondent and require the Respondent within 14 days to send to the Secretary:
  - a. an acknowledgment of receipt of the copies of the document; and
  - b. any response the respondent desires to make;
  - c. at this point the Secretary might suggest that the matter be settled by Mediation; or the Secretary might request notice of the Respondent's nomination of an arbitrator from the AMA Membership.
  
5. Upon receipt from the Respondent of the documents a) and c) referred to in 4. or upon this expiration of 21 days after sending the documents referred to in 3. to the Respondent whichever first occurs, the Secretary shall refer the dispute with copies of any documents received by him under 3. and 4. to the Executive.
  
6. The Executive may at its option:
  - a. resolve the dispute by mediation or other means;
  - b. call upon the Complainant or the Respondent to provide such further information as the Executive may require;
  - c. whether or not making a call under (b) appoint an umpire from the AMA Executive and refer the dispute to the arbitrator nominated by the Complainant, the arbitrator nominated by the Respondent and the umpire to be determined by them under the rules and procedures nominated by the Executive at the time of the reference;
  - d. arbitration will be final – all parties must agree to accept the decision.
  
7. Rejection
  - a. Unless otherwise stipulated in the contract this sub-clause applies when goods are sold by description and/or sample basis. If it is found that the goods do not conform to the description and/or approved sample provided by the seller, the buyer shall be required, at his cost, to establish the authenticity of any claim. It is the buyers responsibility, if needed, to use an AMA recognised analytical testing authority that both parties are agreeable to, in order to establish the claims. Three representative samples shall be drawn by an independent surveyor and distributed as follows; One to the seller, one to the buyer, and one to the testing authority. If the claim is proven, any costs and losses incurred will then be at the seller's expense. If the appointed testing authority finds that the supplied goods do not conform with the quality as supplied in accordance with this contract, the seller, with the approval of the purchaser, will be required to deliver other goods to replace the original goods, provided that such goods are delivered within an agreed time or alternatively, the seller shall resolve the claim on a monetary basis in the form of a discount and refund of any losses incurred that is acceptable to both parties. Nothing in this clause shall derogate either parties' right to institute court proceedings.
  - b. For Containerised product: Any inspection by the buyer must take place within 48 hours of unloading at the destination, and any quality concerns must be raised with the supplier within this timeframe. Any complaint regarding the goods must be made in writing within 7 days. Once this time has elapsed it shall be taken that the goods are accepted.
  - c. For Domestic sales: Any quality concerns must be raised with the supplier within 24 hours of unloading product, and made in writing within 7 days.
  - d. Unloading for the purpose of clause b) & c) shall mean the removal of any portion of the contents of the vehicle or shipping container at the point of unloading.

8. Sellers warranty under specification:

- a. the seller warrants that any certificate supplied providing proof of sale specifications is representative of the goods supplied under this contract;
- b. Sale by Sample:
  - 1) If an ungraded type sample is approved, it means that this quality of product is approved. The type sample must be representative of the actual lot/line being offered for sale. If the type sample is not a machine-dressed sample, a machine-dressed pre-shipment sample must be supplied.
  - 2) After machine-dressing, a lot/line number must be allocated for identification purposes.
  - 3) If requested by the buyer, a shipment sample must be provided promptly after packing.
- c. When the goods are sold on a "as per sample" basis, the seller warrants to supply this quality as per the approved sample, up until the shipping time specified on the contract, regardless of any marks used to identify the product.
- d. For clause a), b) and c) above, the seller will not be liable for any deterioration of the goods after the stipulated shipping period. If buyer delays shipment and this is acceptable to seller, the buyer has the right to request a sample at the time of the original shipment period to approve parcel quality. If this is done, the buyer accepts any deterioration in quality between original shipment date and the future shipment date. If this is not done it is deemed that the quality was per approval sample at the time of original shipment period.
- e. Sale by Test: Line must be identified by a line number branded on the bags, which is noted on the test. Seller warrants the sample sent for tests was representative of the line. The test date is to be made available to the buyer.

The Code will be kept under constant review by the AMA Executive and amended from time to time where necessary to clarify it and bring it up to date. Notes for the guidance of member companies will be issued periodically to keep them informed of the ruling and recommendation of the Executive and any alterations of the Code.

## 1 Definitions of certain terms:

- 1.1 "Marketing" – covers the representation, advertising and general promotion, distribution and sale of product.
- 1.2 "Production" – covers the importation, certification, Plant Breeders Rights, crop production, seed cleaning, labelling and packaging
- 1.3 "Trade Marks" – covers those marks, logos, etc. that have been granted a Trade Mark in Australia and New Zealand.
- 1.4 "Customised Names"- or marks are those names or marks recognised by the trade as being clearly identified with a specific company, group of companies or private individual or institution.
- 1.5 "AMA Registered Seed Producers" – covers the production of seed under the Seed Production Agreement.
- 1.6 "Type Sample" - is the sample of the particular line being sold.
- 1.7 "Pre-Shipment sample" - is the sample after machine-dressing and prior to packing.
- 1.8 "Shipment Sample" - is the sample of what has actually been shipped.

## 2 Marketing:

- 2.1 It is a breach of the Code to market, promote or pack a product in a way, which is a breach of the law of Australia or of the State in which the marketing, promotion or packing takes place.
- 2.2 Methods of advertising must conform to normally accepted good advertising practice of the Industry and must not bring discredit upon the AMA Inc.
- 2.3 Product information furnished, must be accurate and balanced and must not be misleading, either directly or by implication.
- 2.4 The product or services of other companies should not be unfairly disparaged whether directly or by implication.
- 2.5 The AMA Logo &/or other AMA material can only be used with the consent of the AMA Management Committee.
- 2.6 AMA Export members should not misrepresent any products in such a manner that will bring the industry into disrepute.

## 3 Claims and Comparisons:

- 3.1 Claims for the usefulness of products should be based on an up to date evaluation of all the evidence there, which was or could by the exercise of reasonable diligence have been available to the person making the claim.
- 3.2 Comparisons of product must be factual, fair and capable of substantiation in presenting a comparison, care must be taken to ensure that it does not mislead by distortion, by undue emphasis, or in any other way.
- 3.3 Members shall avoid price or savings claims which are misleading, or which do not offer probable bargains or savings.

#### 4 Advertising and Promotion:

- 4.1 There shall be no bearing on the performance of the product which uses reprints, abstracts or quotations in such a way as to mislead the reader by omitting relevant parts or by quoting in such a way to imply a meaning that was not reasonably open on the whole of the material from which the reprint, abstract or quotation was taken.
- 4.2 Methods of promotion and advertising must conform to normally accepted good advertising practice of the industry and must not bring discredit upon the AMA Inc.
- 4.3 Promotional material should not imitate the devices, slogans or general layout adopted by other companies in a way that is likely to mislead or confuse.
- 4.4 Advertisements adopted from scientific data should be able to be fully substantiated.
- 4.5 Advertising must never be such as to bring discredit upon, or reduce confidence in the Industry.

#### 5 Public Relations:

- 5.1 Information furnished on any aspect of the Industry generally should be accurate and in no way derogatory to the AMA Inc. or any of its members.

#### 6 Production:

- 6.1 Members involved in production and packaging will ensure that these activities are at all times carried out in accordance with commercially accepted practices.
- 6.2 Labels must be so produced and fixed to containers as to remain legible and attached under all storage, transport and other conditions likely to be experienced.
- 6.3 All members must be aware of relevant AQIS and AMA Standards, these Standards must be adhered to at all times.
- 6.4 All AMA Approved Laboratories should at all times conform to AMA approved testing procedures and protocols.

#### 7 Distribution and Storage:

- 7.1 Packaging must be new and suitable for all storage, transport and other conditions likely to be experienced.