

SAMAC HANDLER / MARKETER

CODE OF ETHICS

1. AUTHORITY

This code of ethics was adopted by the SAMAC board and shall be signed by Handlers and Marketers that are SAMAC members.

2. DEFINITIONS

Except where the contrary intention is clear, any expression used in this code of ethics and defined in the SAMAC Constitution shall have the same meaning as in that Constitution. Unless inconsistent with the context, the singular includes the plural, any one gender includes any other gender and further:

2.1 SAMAC

Means the Southern African Macadamia Growers' Association.

2.2 'Code of Ethics'

Means the Code of Ethics set out in 4.

2.3 'Handler'

Means any person or organisation that cracks macadamia nuts and /or consolidates macadamias for sale as nut in shell.

2.4 'Marketer'

Means any person or organization that either buys macadamia nuts from a grower or sells macadamia nuts on consignment on behalf of the grower.

2.5 'Signatory'

Means any person or organisation that has undertaken to abide by this Code of Ethics.

2.7 'CEO'

Means the Chief Executive Officer of The South African Subtropical Growers' Association (Subtrop).

3. OBJECTIVES

Having due regard to the objectives of SAMAC, the objectives of this Code of Ethics shall be:

- 3.1 To uphold ethical standards in the processing, consolidation and marketing of macadamia nuts.

- 3.2 To assure SAMAC members and industry role players of the ethical standing of processors, consolidators and marketers.

4. CODE OF ETHICS

Signatories undertake to observe the following Code of Ethics:

Signatories undertake to:

- 4.1 to at all times conduct business professionally and ethically.
- 4.2 not to misrepresent their experience or capabilities or those of their employees and agents.
- 4.3 not to exploit the ignorance of a client or prospective client.
- 4.4 not to offer for sale any goods or services that they does not have the right or ability to supply.
- 4.5 not to make claims or use terms, which may be misleading.
- 4.6 to comply with all relevant laws and legislation
- 4.7 to be transparent with regard to prices and payment terms offered.

5. COMPLAINTS

- 5.1 A complainant shall be entitled to lodge with the CEO of Subtrop, a complaint of any alleged contravention by a signatory of the Code of Ethics. Such application shall be in writing, shall give details of the goods or services or actions involved and the matters at issue and be accompanied by such evidence as the complainant may have in support of his complaint including evidence of attempts made to resolve the issue using normal business channels.
- 5.2 The CEO of the relevant Association shall advise the signatory against whom the complaint has been made of the nature of the complaint and shall endeavour to facilitate the effective resolution of the complaint.
- 5.3 Should the complaint not be resolved, the matter will be brought before a disciplinary committee consisting of the CEO and any two SAMAC board members. Such board members may not have a vested interest in the matter. The disciplinary committee, in its discretion may:
 - 5.3.1 caution such signatory; or
 - 5.3.2 reprimand such signatory; or
 - 5.3.3 suspend or terminate the signatory's membership of SAMAC

5.3.4 report publicly on the outcome of any complaint.

5.4 A signatory,

5.4.1 whose membership of SAMAC terminates under any circumstances, shall:

within 7 days of being formally advised thereof remove all reference to his compliance with the Code of Ethics from his place of business. Advertisements and all stationery brochures or other printed material, which contain any reference to his compliance with the Code of Ethics, shall be withdrawn from display or circulation and destroyed. The signatory shall, within 14 days, deliver to the CEO of the relevant association or send to him by registered post any certificate of compliance with the Code of Ethics and all other material referred to in 7.

6. INTERPRETATION

The SAMAC board shall decide upon any questions of interpretation of the Code of Ethics.

7. OWNERSHIP OF MATERIAL

All promotion material, decals, logotypes, certificates of compliance and the like issued by the Association to Signatories remain the property of Subtrop notwithstanding the fact that any of it may be affixed to immovable property.

8. INDEMNITY

Neither SAMAC nor any of its officers for the time being, nor the employees of The Subtropical Growers' Association (Subtrop), shall be liable to any Member of the relevant Association in respect of any matter or thing done or omitted in any way related to his duties under this Code of Ethics and every such officer, employee of Subtrop shall be indemnified out of the assets of SAMAC against any liability incurred by him in respect of any matter or thing done or omitted in any way related to such duties save to the extent that such liability is incurred as a result of gross neglect or dishonesty.

I have read the **Code of Ethics** and hereby accept the conditions outlined in the document.

I agree to abide by the **Code of Ethics** and I am an authorised signatory.

SIGNED: _____

NAME: _____

CAPACITY: _____

ORGANISATION: _____

DATE: _____

PLACE: _____

WITNESS: _____

WITNESS: _____