

Standard Terms of Credit and Trade

- 1 The parties and acknowledgment
 - 1.1 These standard Terms of Credit and Trade ("Terms") apply to and form part of the Account Application & Credit Agreement ("The Agreement") between AgCentral Pty Ltd, ACN: 053 901 518 ("AgCentral") and you the Customer ("Customer") for the supply of goods ordered by you.
 - 1.2 Where there is any discrepancy in the Customer's order for goods and this Agreement, the requirements of the Agreement shall prevail to the extent of the discrepancy.
 - 1.3 The Customer consents that they do not own, part own or are employed by a chemical or fertilizer re-seller, manufacturer or agent.
- 2 Alteration of terms

AgCentral may vary the Terms to the Customer by written notice and/or publishing the variation on the AgCentral web site. Any order of goods by the Customer after the supply of a written notice or a change in the terms available on the web site, will be an acceptance of the varied Terms.
- 3 Pricing
 - 3.1 The price payable for goods is AgCentral's price for the goods ("the Price") as quoted by AgCentral at the time of the Customer's order.
 - 3.2 Unless otherwise indicated, prices displayed within the client pages of the AgCentral web site are for payment on account only. Credit card payments are accepted but incur an additional transaction fee (rate supplied on request).
 - 3.3 AgCentral's price lists may change at any time without notice. Any order placed by the Customer will be invoiced to the Customer at the price current on the date of the order being submitted, or at the price quoted by AgCentral at the time of the order.
- 4 Payment
 - 4.1 The Customer agrees to pay AgCentral the full amount of each invoice by the due date specified on the invoice. If the term is not specified on the invoice, the full amount is to be paid to AgCentral within 30 days from the end of the month in which the order was placed.
 - 4.2 If any item on an Invoice is in dispute after giving the required notice in accordance with part 6, the Customer must still pay the balance owing under the Invoice for items not part of the dispute.
 - 4.3 Customer's payments made by cheque or electronic funds transfer (EFT) shall not be deemed paid until AgCentral has cleared the funds in the AgCentral account.
 - 4.4 In circumstances where the Customer has paid the Price by cheque and the cheque has been dishonoured, the Customer shall pay any bank charges incurred by AgCentral in re-presenting cheques.
 - 4.5 AgCentral shall be entitled to set off any moneys owed by AgCentral to the Customer against any monies owed by the Customer to AgCentral.
- 5 Supply of goods
 - 5.1 AgCentral will endeavour to supply goods to the Customer within a reasonable time period after the Customer places the order but will not be liable for late delivery or goods lost in transit.
 - 5.2 Delivery of Goods will not be made to the Customer if the goods previously supplied to the Customer have not been paid for in accordance with the terms of this Agreement.
 - 5.3 Delivery ("the Delivery") shall be deemed to have taken place:
 - 5.3.1 when the goods are unloaded at the designated drop off location
 - 5.3.2 in all other cases, when the goods are collected by or on behalf of the Customer.
- 6 Acceptance and returns
 - 6.1 The Customer must supply written notice to AgCentral of any defect, damage or other claim in respect of the goods or the Invoice within 14 business days after Delivery.
 - 6.2 It is deemed that the Customer has accepted the goods 14 business days after the Delivery.
 - 6.3 The Customer is not entitled to return the goods after acceptance without the prior written approval of AgCentral on terms acceptable to AgCentral.
 - 6.4 If AgCentral agrees to accept the goods, the Customer shall be liable to pay all handling charges associated with that return except where returns relate to a fault or defect in the goods.
- 7 Property and Risk
 - 7.1 Risk in the goods passes to the Customer on delivery.
 - 7.2 Property in the goods does not pass from AgCentral until:
 - 7.2.1 The Customer has paid the Invoice in full; and
 - 7.2.2 No other amounts whatsoever are due by the Customer to AgCentral.
 - 7.3 Until property in the goods passes to the Customer in accordance with Part 7.2, the Customer shall hold the goods as bailee for AgCentral.

- 7.4 Until property in the goods passes from AgCentral in accordance with Part 7.2, the Customer must at AgCentral's request, return the goods to AgCentral. AgCentral may enter the premises owned, occupied or otherwise controlled by the Customer where the goods are situated (without liability for trespass or resulting damage) and retake possession of the goods if the Customer fails to deliver the goods to AgCentral.
- 8 Accelerated payment
- 8.1 All moneys owing to AgCentral by the Customer will become immediately due and payable by the Customer to AgCentral without demand if:
- 8.1.1 Information provided in opening an account is found to be incorrect or misleading
- 8.1.2 A Controller, Voluntary Administrator, Provisional Liquidator or Trustee in Bankruptcy is appointed to the Customer
- 8.1.3 Any application is made to the court for an order that the Customer be made bankrupt or wound up
- 8.1.4 Any judgment, execution or other process of any Court is issued against judgment, execution or other process is not dismissed, or withdrawn within seven business days from the date of the judgment, or issue or levy of the execution or other process
- 8.1.5 There is an adverse change in the financial position or credit worthiness of the Customer.
- 9 Liability
- 9.1 If AgCentral does not supply the goods in accordance with the order for any reason, AgCentral's liability is limited to replacement of the goods by AgCentral or if AgCentral shall elect, the supply of equivalent goods, repairing the goods, or refunding a proportionate part of the Price in compensation for the non-supply.
- 9.2 AgCentral's liability to the Customer, whether for any breach of the Agreement or otherwise, shall not in any event exceed the Price paid for the goods.
- 9.3 AgCentral is not liable for any technical advice, recommendation, information or assistance given, or the results obtained there from. All such advice is given and accepted at the Customer's sole risk.
- 9.4 AgCentral shall be under no liability for any loss of profits or any direct, indirect or resulting loss, damages or expenses suffered by the Customer or for any liability to third parties by the Customer.
- 9.5 AgCentral need not recognise any claim by the Customer whether for alleged damage or defective goods, shortage or for any other cause whatsoever unless notified in writing and received by AgCentral within 14 business days after the date of delivery. All such claims shall be deemed absolutely waived by the Customer unless notified in writing within this 14-day period.
- 9.6 If it becomes necessary to commence legal proceedings to recover amounts owing to AgCentral by the Customer, the Customer shall pay all legal and incidental costs for such action.
- 9.7 All warranties and conditions whether implied by Statute or otherwise are excluded to the extent permitted at law.
- 10 Default of payment
- 10.1 If the Customer fails to pay AgCentral for any goods by the due date or fails to comply with any obligation owed to AgCentral:
- 10.1.1 The balance of moneys owing by the Customer to AgCentral shall immediately become due and payable by the Customer
- 10.1.2 AgCentral may suspend all credit extended to the Customer
- 10.1.3 AgCentral shall be entitled to charge interest on any moneys due and owing and payable by the Customer to AgCentral (including any accelerated amount) at the rate specified in the Account Application
- 10.1.4 AgCentral may withhold the delivery of goods already ordered
- 10.1.5 AgCentral may terminate the Agreement.
- 10.2 If the Customer fails to pay AgCentral for any goods by the due date or fails to comply with any obligation owed to AgCentral, the Customer is liable for the following costs including but not limited to:
- 10.2.1 Legal costs
- 10.2.2 Any direct, indirect or resulting loss, damages or expenses suffered or incurred by AgCentral
- 10.2.3 Mercantile agent's fees
- 10.2.4 Any other costs and expenses incurred by AgCentral in exercising or attempting to exercise its rights under the Agreement.
- 11 Customer as Trustee
- Where the Customer is a Trustee of any Trust:
- 11.1 The Customer is liable to AgCentral both personally and as Trustee of the Trust.

- 11.2 The Customer will not release cause or permit the right of indemnity, which that Customer now has or in the future may have against the property of the Trust or against the beneficiaries of the trust to be lost or diminished.
- 11.3 On demand by AgCentral the Customer will exercise its rights of indemnity in relation to the property of the Trust and its rights against the beneficiaries of the Trust so as to cause payment of any moneys owing to AgCentral or otherwise hold such rights for AgCentral.
- 12 Notification of change
The Customer will notify AgCentral in writing of any change in its ownership or management structure, or any other position that affects the financial or ownership structure of the Customer including a change in directors, shareholders, management, partners or trustee or any new charge, mortgage or security given to any supplier or financier, within 14 business days of any such change.
- 13 Force Majeure
Neither party shall be liable for any breach of this Agreement arising from any circumstance beyond that party's reasonable control or the control of that party's employees, contractors, sub-contractors and officers, including but not limited to, natural disasters, military operations, acts of war, terrorism, civil commotion, strikes, acts or omissions of government and malicious damage.
- 14 General
- 14.1 The Agreement is governed by the law of New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 14.2 The Agreement constitutes the entire agreement between the parties and supersedes any previous understandings or agreements.
- 14.3 A provision or a right under the Agreement may not be waived except in writing signed by the parties. Such a waiver by a party shall not prejudice its rights in respect of any subsequent breach of the Agreement by the other party.
- 14.4 Any failure by a party to enforce any clause of the Agreement, or any forbearance, delay or indulgence granted by a party to the other party shall not be construed as a waiver of that party's rights under the Agreement.
- 14.5 If any term or provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall be excluded from the Agreement and the enforceability of the remainder of the Agreement shall not be affected.
- 14.6 Time is of the essence in the Agreement.
- 14.7 The rights and remedies of a party under the Agreement do not exclude any other right or remedy provided by law and are cumulative not alternative.