

Agri Services SA



Agriculture - Animal Health - Merchandise

STRICTLY PRIVATE & CONFIDENTIAL

Commercial Credit Application

Agri Services SA Pty Ltd
CREDIT DEPARTMENT: 20 Stirling Rd Keith 5267
POSTAL ADDRESS: PO BOX 467, KEITH SA 5267
ENQUIRIES: (08) 87 551 306 FACSIMILE (08) 87 551350

PLEASE PRINT CLEARLY in BLOCK LETTERS.

TYPE OF ENTITY (PLEASE TICK): SOLE TRADER PARTNERSHIP PRIVATE COMPANY
 TRUST PUBLIC COMPANY

TRADING NAME _____ TRADING NAME ABN: _____

Insert name of Individual(s) or Company that owns Agent's or Dealer's business

OWNER/S _____

ACN: _____

PHONE: _____ MOBILE: _____

FAX: _____ CONTACT: _____

POSTAL ADDRESS: _____

POSTCODE _____

BUSINESS ADDRESS: _____

POSTCODE _____

EMAIL: _____

IF APPLICANT IS TRUST, STATE NAME OF TRUST: _____

FULL NAMES AND ADDRESSES OF DIRECTORS/PARTNERS:

1 _____ DATE OF BIRTH _____

2 _____ DATE OF BIRTH _____

3 _____ DATE OF BIRTH: _____

4 _____ DATE OF BIRTH: _____

REQUESTED CREDIT LIMIT \$ _____

TRADE REFERENCES:

1 _____ PHONE: _____ FAX: _____

2 _____ PHONE: _____ FAX: _____

3 _____ PHONE: _____ FAX: _____

PLEASE READ CAREFULLY BEFORE SIGNING:

The Applicant named above applies to establish a credit facility with Agri Services SA (ABN 42 004 080 264) and agrees to be bound by Agri Services SA's Terms and Conditions of Sale attached to this application, or as otherwise notified from time to time and acknowledges that they are read and understood. The Applicant acknowledges and agrees that any authority which may have been given to Agri Services SA allowing a third party to conduct transactions upon the Applicant's account can only be cancelled in writing and until written notice is given by the Applicant to Agri Services SA cancelling such authority (or cancelling the Applicant's commercial credit account), the Applicant will remain liable to Agri Services SA for all purchases made by such third party on the Applicant's commercial credit account with Agri Services SA.

The Applicant acknowledges that Agri Services SA by this clause informs the Applicant that, under the provisions of the Privacy Act ("the Act") Agri Services SA may give a credit reporting agency personal information about this credit application. This information may include (a) the Applicant's name, address, employer and driver's license number and date of birth, (b) the fact that the Applicant has applied for credit and the amount of credit applied for, (c) the fact that Agri Services SA is a current credit provider to the Applicant, (d) details of payments overdue more than 60 days, and for which collection action has commenced, (e) advice that payments are no longer overdue, (f) details of cheques drawn by the Applicant which have been dishonoured more than once, (g) in specified circumstances advice that in the opinion of Agri Services SA the Applicant has committed a serious credit infringement and (h) advice that credit provided to the applicant by Agri Services SA has been paid or discharged.

The Applicant agrees that Agri Services SA may give to and seek from any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit history or credit capacity that credit providers allowed to give or receive from each other under the Act.

The Applicant hereby certify that the information in this credit application is for the use of Agri Services SA in determining the amount and conditions for credit to be extended. The Applicant understands Agri services SA may utilise other sources which it considers necessary in making this determination including obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Agri Services SA. Further I/We authorise the bank and trade references listed in this credit application now and in the future to release information necessary to assist in establishing and maintaining a line of credit with Agri Services SA. The Individual signing below warrants he has authority to sign on behalf of the Applicant.

PRINT NAME _____ SIGNATURE: _____ DATE _____

PRINT NAME _____ SIGNATURE _____ DATE _____

Agri Services SA



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TERMS AND CONDITIONS OF SALE

Effective 1 July 2007

STATUTORY PROVISIONS

1. These terms and conditions are subject to the provisions of the Trade Practices Act 1974, any amendment or re-enactment thereof for the time being in force and any other relevant and applicable provision of State and/or Commonwealth legislation ("the Statutory Provisions").

ORDERS

2. Any order placed by a buyer (the "Buyer") with Agri Services SA is deemed to be an order incorporating these terms and conditions. If there is any inconsistency between these terms and conditions, the terms and conditions stipulated or referred to by the Buyer or the Buyer's order, or any provision contained in Agri Services SA price list, these terms and conditions shall prevail.

3. Any order placed by the Buyer with Agri services SA constitutes an offer on the part of the Buyer which may be accepted by Agri Services SA. The receipt of an order by Agri Services SA does not constitute acceptance of such order by Agri Services SA.

4. Agri Services SA will make all reasonable efforts to have the goods delivered, or made available, to the Buyer on or before the date agreed between the parties, but any such date is an estimate only and is not binding on Agri Services SA. Agri Services SA will not be liable for any failure to deliver or make available, or delay in delivery or availability, of the goods for any reason.

PRICE

5. Unless otherwise agreed in writing, the price charged for goods shall be the price ruling as determined by Agri services SA at the date of delivery plus any applicable goods and services tax ("GST") which must be paid to Agri Services SA by the Buyer when payment for the goods is due. Any price indications or price lists are subject to alteration in accordance with the price ruling at this date.

8. Where applicable, any deferred terms charge is a variable rate subject to approval. The amount will be calculated as a percentage of the total invoice including GST.

PAYMENT AND DEFAULT

9. All accounts are due and payable not later than the last working day of the month following the month during which the purchase is made ("the due date") subject to any express written agreement providing for varied terms.

10. In the event of default of payment by the due date or breach of any other obligation, Agri Services SA will be entitled to:

- (a) interest on all amounts overdue, from the end of the month during which the purchase is made until the date of payment in full, at the rate of 16.75% per annum (or such other rate as Agri Services SA may publish from time to time in lieu of that rate), calculated daily;
- (b) the cost to Agri Services SA of recovering the overdue amount;
- (c) payment for all purchases made by the Buyer from Agri Services SA, the payment of which would otherwise not have been then due and payable;
- (d) disallow any discounts or rebates otherwise claimable by the Buyer;
- (e) terminate or suspend delivery of any order which is the subject of any other sale between Agri Services SA and the Buyer;
- (f) cancel the Buyer's commercial credit account with Agri Services SA;
- (g) treat the Buyer's default as a repudiation of any existing contract for the purchase of goods and recover any unpaid sum from the Buyer by way of liquidated damages.

11. Agri Services SA may at all times at its sole discretion and without being under any duty or obligation to provide reasons review, alter or terminate the Buyer's credit limit or payment terms without notice.

DELIVERY

14. If Agri Services SA agrees to arrange for the dispatch of the goods to the Buyer, all costs of delivery will be for the Buyer's account. Goods dispatched by Agri Services SA will be at the Buyer's risk and Agri services SA is under no obligation to insure the goods while in transit.

RISK AND PROPERTY

15. The risk of loss of, or damage to, the goods will pass to the Buyer on dispatch of the goods from Agri Services SA's despatch locations, and the Buyer must insure the goods until sold by the Buyer.

16. Property in, and ownership of, the goods will not pass from Agri services SA to the Buyer until the whole amount payable to Agri Services SA for all goods supplied and/or anything else due under these terms and conditions has been paid in full to Agri Services SA.

17. Until property in the goods passes to the Buyer:

- (a) the Buyer must store the goods separately from its own goods or those of any other person so they are clearly identifiable as the property of Agri services SA;
- (b) the Buyer must properly store and look after the goods (including keeping the goods safe from heat, moisture, compression and impact damage) in accordance with Agri Services SA storage requirements set out in literature provided by Agri Services SA;
- (c) Agri Services SA, its employees or agents may enter the Buyer's premises between 9.00am and 5.00pm on any business day to inspect the goods; and

18. If goods are damaged or destroyed before property passes to the Buyer, Agri Services SA may (in addition to any other right or remedy under these terms and conditions) receive all insurance proceeds payable for the damaged or destroyed goods, whether or not the price of the goods has become payable under these terms and conditions or under any contract for supply. These terms and conditions are sufficient evidence of Agri Services SA's right (as against the Buyer) to receive payment of the insurance proceeds without the need for further inquiry by any person dealing with Agri Services SA.

19. If payment is not made by the Buyer on the due date, the Buyer must deliver the goods to Agri Services SA on demand. If the Buyer does not comply with such a demand, Agri Services SA, its employees or agents may:

(a) enter the Buyer's premises at any time to do all things necessary in order to take possession of the goods, and the Buyer must procure the consent of all other persons having any interest in the premises where the goods are situated to entry of those premises by Agri Services SA, its employees or agents; and

(b) credit the Buyer's account with the lower of the price for the goods or the net realisable value of the goods, or re-sell the goods and apply the proceeds of sale in reduction of the outstanding balance due to Agri Services SA under these terms and conditions. The Buyer must pay Agri Services SA any expense of repossession, transportation, storage or re-sale incurred by Agri Services SA. If Agri Services SA re-sells the goods, it must account to the Buyer for any balance remaining after deduction of any costs and payment of all amounts due to Agri Services SA under these terms and conditions.

GENERAL LIEN

20. In addition to any right of lien which Agri Services SA may be entitled to at law, Agri Services SA shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer, until the Buyer has paid in full for all goods supplied by Agri Services SA to the Buyer. After giving reasonable notice to the Buyer, Agri Services SA may in its sole discretion sell any item that is subject to the lien, and after discharging in full any amounts owing to Agri services SA, will pay any surplus proceeds to the Buyer.

SET-OFF

21. Agri Services SA in its sole and unfettered discretion may at any time set-off any amount owing by Agri Services SA to the Buyer on any account whatsoever, including any monies held by Agri Services SA for or on account of the Buyer, against any amount owing by the Buyer to Agri services SA in respect of goods supplied by Agri Services SA whether or not that amount has become due and payable.

BULK CONTAINERS

22. It is the Buyer's responsibility to return empty returnable containers (including bulk bags, ISO tanks, bulk bins and tanktainers) to the location from which they were supplied or other location nominated by Agri Services SA. At all times bulk containers supplied by Agri services SA will remain the property of Agri Services SA and must not be used for any commodity other than that contained in the bulk containers at the time of delivery.

23. The period of use for bulk containers shall be such reasonable time as determined by Agri services SA, having regard to the circumstances in which the bulk containers are supplied. The

Buyer will pay rental charges as determined by Agri Services SA from time to time on all containers which are not returned within the time determined by Agri Services SA pursuant to this clause.

24. The Buyer will be liable for bulk containers not returned in the same condition as they were supplied (fair wear and tear excepted) and will be charged replacement value or repair cost, whichever is applicable.

COMPLIANCE AND FITNESS OF GOODS

25. The Buyer must comply with all laws, by-laws and statutory and regulatory requirements of any regulatory authority applicable to the Buyer, and Agriservices SA's minimum standards (as determined by Agri Services SA from time to time), and in particular without limitation all those relating to the environment, safety, dangerous goods, storage, handling, insurance and sale of all goods supplied by Agri Services SA under these terms and conditions.

26. The Buyer must not use or re-sell the goods for use, or use the goods itself, in an application or purpose other than those applications or purposes for which Agri Services SA recommends the goods, as set out in Agriservices SA's sales and promotional material and material safety data sheets.

27. The Buyer acknowledges that it alone is responsible for determining the fitness of the goods for the purpose for which the Buyer intends them.

CONDITIONS, WARRANTIES AND LIABILITY

28. All conditions, warranties, undertakings and representations expressed or implied by statute, the common law, equity, trade, custom or usage or otherwise are expressly excluded to the maximum extent permitted by law.

29. So far as the law permits, the liability of Agri Services SA for a breach of a condition, warranty, undertaking or representation that cannot be excluded is limited, at Agriservices SA's option, to:

- (a) the replacement or repair of the goods;
- (b) the supply of equivalent goods; or
- (a) the cost of replacing or repairing the goods or of acquiring equivalent goods.

The Buyer agrees to release, hold harmless and indemnify Agri Services SA to the maximum extent permitted by law from and against any liability whatsoever and howsoever arising (including, without limitation, from negligence or wilful misconduct on the part of Agri Services SA or others) in connection with the sale of goods by Agri Services SA.

30. So far as the law permits, Agri Services SA is not liable in any way for any indirect or consequential loss or loss of actual or prospective revenue or profit of the Buyer or any other person including, without limitation, any loss by reason of delay, defective or faulty goods, negligence or any act or matter or thing done, permitted or omitted by Agri Services SA.

WAIVER

33. The failure of Agri Services SA at any time to require performance of an obligation under these terms and conditions is not a waiver of its right to claim damages for breach of that obligation and/or at any other time to require performance of that or any other obligation under these terms and conditions.