

Fertiliser Prepaid Order Contract



1. Seller

BioAg Pty Ltd ABN: 58 086 880 211
22 –26 Twynam St, Narrandera NSW 2700, Tel: (02) 6958 9911 Fax: (02) 6959 9922

2. Buyer

Trading Name: _____

Address: _____

Phone: _____ Fax: _____

Order Date: _____ Payment Due Date: _____

3. **Commodity:** _____ **Anticipated Delivery:** _____

4. Order Details

Quantity (tonne) _____

Price per tonne (ex GST) \$ _____

Total (ex GST) \$ _____

GST (@ 10%) \$ _____

Total GST inclusive \$ _____

Payment Terms:

Payment is to be received by BioAg on or before the end of each month by direct deposit to National Australia Bank, BSB: 082-632 Account: BioAg Pty Ltd, A/C No. 52641-0848, or by cheque.

Contract Terms and Conditions:

The contract terms and conditions are provided on the reverse of this form.

Signed on behalf of BioAg Pty Ltd

Signed on behalf of Buyer

Print Name

Print Name

Date

Date

Terms and Conditions

1. DELIVERY

Delivery is completed when the Commodity is transferred to the Buyer. Delivery is to be Ex Works Geelong unless otherwise approved in writing by BioAg.

2. TONNAGE

(a) The seller acknowledges that the delivery of the Commodity is for the quantity specified in the contract.

(b) Where delivery exceeds the prepaid tonnage, BioAg will invoice for excess under its usual Terms Of Sale. In the event of a delivery shortfall of product, BioAg will credit the buyer's account or remit excess funds by return cheque.

3. WEIGHT

The weight of the Commodity shall be determined by an accredited weighing facility at the point of dispatch.

4. QUALITY

As per specification sheet supplied on request.

5. FORCE MAJEURE

Rule 21. of the Fertilizer Industry Trade Rules 2011 applies to this Contract in the case of Force Majeure.

6. CONTRACT CANCELLATION OR DEFAULT

Rule 17. of the Fertilizer Industry Trade Rules 2011 applies to this Contract in the case of default by either party.

7. ENFORCEMENT

This contract shall be governed by and construed in accordance with the laws of the State in which the seller delivers or should have delivered and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.

8. GST

10% GST is applicable. Prices are quoted exclusive of GST unless otherwise indicated.

9. TIME

Time shall be of the essence of this contract.

10. FERTILIZER INDUSTRY TRADE RULES 2011

In the case of matters not covered by these Terms and Conditions, or in the case of ambiguity, the Fertilizer Industry Trade Rules 2011, developed by the fertilizer Industry Federation of Australia (FIFA) and the Australian Fertiliser Services Association (AFSA) shall apply. A link to the Fertilizer Industry Trade Rules 2011 on the FIFA website may be found at www.bioag.com.au.