

## BioAg Pty Ltd Conditions of Sale

1. The product has a limited shelf life and must be stored in accordance with the storage and handling directions to preserve shelf life. Failure to store correctly or use after the expiry of shelf life is a breach of the conditions of sale. As BioAg cannot exercise control over storage, handling, and the exercise of personal judgment, skill and expertise in the mixing, application or use, or weather, plant or soil conditions before, during or after application, all of which may affect the performance of the product, BioAg, to the maximum extent permitted by law, will not accept any liability for any failure in performance of the product, or any losses or damages (consequential or otherwise) under any circumstances whatsoever.
2. These conditions cannot by express provision orally or in writing, implication, or conduct or course of action, be modified, varied or waived by BioAg staff, distributors, or retailers. The purchaser relies on his own expertise and enquiries in purchasing, storing, handling mixing and using the product regardless of whether BioAg staff, distributors, or retailers advise or assist in the purchase, storage, handling, mixing or use of the goods, and such persons shall be entitled to the same limitation of liability as the manufacturer under these Conditions of Sale.
3. Except as expressly provided in these Conditions of Sale, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the quality or fitness for purpose of the goods is given or assumed by BioAg and all such conditions, warranties and liabilities (including liability as to negligence) express or implied relating to the goods are hereby excluded to the extent permitted by law. Where legislation implies in these Conditions of Sale any condition or warranty that cannot be excluded by contract, the liability of BioAg for any breach of such condition or warranty shall be limited, at the option of BioAg, to one or more of the following: (a) the replacement of the goods or the supply of equivalent goods; or (b) the payment of the cost of replacing the goods or of acquiring equivalent goods.

## BioAg Pty Ltd Terms of Trading

1. The Seller is BioAg Pty Ltd (ACN 086 880 211). The Customer is the party or any person acting on behalf of and with the authority of the Customer for which the order is provided.
2. The Customer agrees there is no entitlement to any credit facilities until notice in writing is received from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Should goods be supplied by the Supplier to the Customer on terms other than Cash on Delivery this shall not in itself constitute an acceptance by the Supplier of an application for credit or a waiver of any of the terms hereof.
3. In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply:
  - i. Purchases become due for payment on the date shown on the face of the Invoice for the goods supplied.
  - ii. Should the Customer default in the payment of any monies due to the Supplier then all monies due to the Supplier shall immediately become due and payable on demand.
  - iii. Interest will be charged monthly from the date of purchase at the current Cash Target rate plus 2% p.a. or \$20 per month, whichever is the greater.
  - iv. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement. In the event of the Customer being in default of the obligation to pay and the overdue account is then referred to a debt collection agency or law firm for collection the commission payable and legal costs incurred on an indemnity basis shall be added to the amount outstanding and form part of the debt and in the event where the collection agency charges commission on a contingency basis the commission which would be charged if it achieved 100% recovery shall be added to the debt and the total shall be treated as a liquidated sum.
  - v. The Supplier shall be entitled upon default to terminate any credit arrangement with the client.
  - vi. In the event where the Customer is placed in to External Administration or Liquidation, the Customer is obliged to notify the Seller of such event and hereby grants at the Seller's discretion the right to access and repossession of goods supplied by the Seller to the value of any unpaid or outstanding accounts held with the Seller.
  - vii. This agreement is deemed to be made in the State of New South Wales, Australia, and all disputes hereunder shall be determined by the appropriate courts of New South Wales, Australia.
  - viii. In the case of a Trust, the Buyer acknowledges that the Trustee shall be liable for the account and that the assets of the trust shall be available to meet payment of the account.