

# APPLICATION FOR CREDIT



- Application for 25 day Credit Account from Statement Date
- Conditions for Application of Credit
- Terms and Conditions of Sale of Goods

This Account Application shall be in respect of LEFROY VALLEY - Ebony Bay Pty Ltd as trustee for the Grower Solutions Trust trading as Lefroy Valley. (ACN: 055 460 440 ABN: 75 545 401 221)

**On completion of the Application for Credit, please initial all 6 pages & mail entire document to your regional office:**

*(Faxed copies will not be accepted)*

**Victoria**  
Lefroy Valley  
P.O. Box 2668  
Seaford, Vic. 3198  
Ph: 03 8770 6666

**Queensland**  
Lefroy Valley  
P.O. Box 7506MC  
Toowoomba, Qld. 4352  
Ph: 07 4632 0555

**Western Australia**  
Lefroy Valley  
P.O. Box 1033  
Wangara, WA. 6947  
Ph: 08 9409 5400

## ALL COMPANY APPLICANTS PLEASE COMPLETE

Registered Name of Incorporated Entity \_\_\_\_\_ ("the Applicant")

ACN \_\_\_\_\_ Company Type: Public  Private

Trading Name/Business Name (if any) \_\_\_\_\_

Holding or Parent Company (if applicable) \_\_\_\_\_

**ALL APPLICANTS PLEASE COMPLETE:** PARTNERSHIP  SOLE TRADER  TRUST

Partnership/Proprietor/Trustee Name \_\_\_\_\_ ("the Applicant")

Trading Name/Business Name (if any) \_\_\_\_\_

Does the Applicant trade as a Trading Trust? Yes  No

**DETAILS OF** (Please tick) SHAREHOLDERS  PARTNERS  SOLE TRADERS

1) Name in full \_\_\_\_\_ Date of Birth \_\_\_\_\_

Position \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

2) Name in full \_\_\_\_\_ Date of Birth \_\_\_\_\_

Position \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

3) Name in full \_\_\_\_\_ Date of Birth \_\_\_\_\_

Position \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

SIGNATURE OF THE LEFROY VALLEY DIVISION MANAGER: \_\_\_\_\_ Date of approval: \_\_\_\_\_

**APPLICATION FOR 25 DAY CREDIT ACCOUNT**

**ALL APPLICANTS PLEASE COMPLETE**

Date Business Commenced \_\_\_\_\_ ABN \_\_\_\_\_

Nature of Business/Main Business Activity \_\_\_\_\_ No. of Employees \_\_\_\_\_

Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_

Business Address \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ After Hours ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_ Mobile phone \_\_\_\_\_

Web Address \_\_\_\_\_ Email Address \_\_\_\_\_

**CONTACT DETAILS**

Sales Primary: Name \_\_\_\_\_ Email \_\_\_\_\_ Ph ( ) \_\_\_\_\_

Sales Secondary: Name \_\_\_\_\_ Email \_\_\_\_\_ Ph ( ) \_\_\_\_\_

Accounts Payable: Name \_\_\_\_\_ Email \_\_\_\_\_ Ph ( ) \_\_\_\_\_

**BANK** \_\_\_\_\_ Account Name \_\_\_\_\_

Branch \_\_\_\_\_ BSB No. \_\_\_\_\_ Account No. \_\_\_\_\_

**TRADE REFERENCES (Major Suppliers)**

1. Name \_\_\_\_\_ Ph ( ) \_\_\_\_\_ Account No. \_\_\_\_\_

2. Name \_\_\_\_\_ Ph ( ) \_\_\_\_\_ Account No. \_\_\_\_\_

3. Name \_\_\_\_\_ Ph ( ) \_\_\_\_\_ Account No. \_\_\_\_\_

**ESTIMATED MONTHLY PURCHASES \$** \_\_\_\_\_

At any time has any Proprietor, Director or Manager of the Applicant been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?

Yes  No

I/WE HAVE READ, ACCEPTED AND ACKNOWLEDGED THE TERMS AND CONDITIONS OF SALE OF GOODS AND THE CONDITIONS FOR APPLICATION OF CREDIT. I/WE HEREBY GIVE YOU AUTHORITY TO INVESTIGATE MY/OUR CREDIT REFERENCES AND AUTHORISE ANY PERSON OR COMPANY TO DISCLOSE INFORMATION IN RELATION TO ANY ASSET, LIABILITY OR INCOME RELATING TO ME/US.

**NB: PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE SO THAT CREDIT CAN BE AUTHORISED PROMPTLY.**

**SIGNED BY THE APPLICANT** (please initial all 6 pages to accept terms & conditions and mail entire document to your Lefroy Valley office, as faxed copies will not be accepted)

SIGNATURE	NAMES	POSITION (Director/Partner/Owner)	DATE
1. _____			
2. _____			
3. _____			

Please initial here

## CONDITIONS FOR APPLICATIONS OF CREDIT

1. The Applicant is not entitled to any credit facilities until the Applicant receives notice in writing from the Distributor stating that credit facilities have been granted.
2. Where the Applicant is a trustee
  - (a) the Applicant agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Distributor; and
  - (b) the Applicant warrants that it has full power and authority for the benefit purposes and objects of the trust to make this application on behalf of the trust and that the Applicant shall be bound by the terms of this Application and be liable for payment of all monies owing to the Distributor both personally and as trustee.
3. The Applicant declares that the above information is true and correct in every particular and is aware that the Distributor will rely upon the correctness of the representations and information contained herein in granting credit facilities and any transactions associated therewith or entered into pursuant thereto.
4. The Applicant (if a corporation) is solvent and able to pay its debts as they fall due and is not in liquidation or being wound up and no meeting is being called or resolution is being passed or order made for such purposes and no Receiver and Manager has been appointed in respect of the Applicant and the Applicant has not made any compromise or arrangement with its creditors or any class of them and no Application as been proposed or made to any Court for any order summoning a meeting of its creditors or any class of them.
5. The Applicant hereby agrees to allow the Distributor to check personal information about the Applicant with any credit provider named on the Applicant's Credit Application and with other providers that may be made in a credit report issued by a credit report agency for any of the following purposes:
  - (a) to assess the Applicant's credit worthiness;
  - (b) to assess an application by the Applicant for credit;
  - (c) to help the Applicant avoid defaulting on its credit obligation; and
  - (d) to verify a default by the Applicant.

The Applicant understands that this information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity providers are allowed to give to or receive from each other under the Privacy Act 1988. The Applicant agrees that the supplier may disclose a credit report or any personal information derived from another credit provider for any of the purposes mentioned above.
6. The Distributor may exercise any power under the Privacy Act 1988 (Cth) relevant to assessing this credit application or collecting overdue payments from the Applicant.
7. If the Distributor considers it relevant to assessing the application for commercial credit or for collecting overdue payments, the Applicant agrees to the Distributor obtaining a credit report containing personal credit information about the Applicant in relation to commercial credit provided by the Distributor and in relation to collecting overdue payments.
8. The Applicant agrees that the Distributor may give to and seek from any credit providers names in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangements. The Applicant understands the information may be used to:
  - (a) assess an application by the Applicant for credit;
  - (b) notify other credit providers of a default by the applicant;
  - (c) exchange information with other credit providers as to the status of this credit account where the Applicant is in default with other credit providers or;
  - (d) assess the Applicant's credit worthiness.
9. The Applicant has read and understood the Terms and Conditions of Sale of Goods ("see the Terms and Conditions") attached to this Credit Application and in consideration of the Distributor supplying the goods the Applicant shall comply with, observe and perform the Terms and Conditions in respect of the purchase of the goods from the Distributor.
10. The Applicant agrees to indemnify the Distributor and keep the Distributor indemnified from and against and in respect of any claim, action, loss, cost, expense or liabilities suffered or incurred by the Distributor arising from or in any way related to the breach of any of the Terms and Conditions.
11. The Applicant hereby charges all of the Applicant's estate, right, title and interest in any land in favour of the Distributor to secure the payment of any monies owing to the Distributor under the Terms and Conditions attached to this Credit Application. The Applicant irrevocably authorises and consents to the Distributor lodging an absolute caveat over any such land to protect the Distributor's interest herein.
12. The Applicant has had full and ample opportunity prior to the execution of this Credit Application to obtain independent legal advice as to the extent and implications of this Credit Application and executes this Credit Application accordingly.

## Lefroy Valley Terms and Conditions of Sale of Goods

### 1. Placement of Orders

The Purchaser shall order the goods from the Distributor in writing or verbally and each order will specify:

- (a) the date of placement of the order;
- (b) the goods ordered;
- (c) a preferred delivery date for the goods being not less than three days from the date of the placement of the order ("Delivery Date"); and
- (d) The place of delivery of the order.

### 2. Acceptance of orders

The Distributor may decline any order from the Purchaser by written or verbal notice to the Purchaser within three days of receipt of the order by the Distributor.

### 3. Delivery of Orders

The Distributor shall deliver each order to the place of delivery specified in the order by such mode as the Distributor shall determine. In the event of loss or damage to the goods in transit, the Purchaser shall notify the Distributor in writing immediately of any loss or damage that is discovered and shall render the Distributor such assistance as may be necessary to successfully claim for recovery of the loss. Failure to do so will result in the Purchaser being liable for payment of the goods.

### 4. Prices

Prices quoted are those ruling at the date of issue of quotation as determined by the Distributor and are based upon all charges affecting the cost of transport and delivery of the goods ruling on the date the quotation is made and any alterations thereto either before acceptance of the order or during the currency of the order shall be to the Purchaser's account.

All prices payable by the Purchaser shall be in Australian dollars. If the goods are purchased outside Australia, the Australian dollar figure is to be determined based on the prevailing exchange rates as at the date of delivery of the goods.

### 5. Payment of the invoice

- (a) All accounts are to be settled in full within 25 days of the date of the Distributor's statement.
- (b) Should the Purchaser default in the payment of any monies due under these Terms and Conditions, then all monies due to the Distributor shall immediately become due and payable and shall be paid by the Purchaser within seven (7) days of the date of demand and the Distributor shall be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the date of due payment until the date of actual payment.
- (c) Any expenses, costs or disbursements incurred by the Distributor in recovering any outstanding monies including debt collection, agency fees and solicitor's costs shall be paid by the Purchaser.
- (d) The Distributor shall be entitled at any stage during the continuance of these Terms and Conditions to request such security or additional security as the Distributor shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

### 6. Title to goods.

#### 6.1 The Distributor shall;

- (a) remain the sole and absolute owner of the goods until the price for the goods has been received in full by the Distributor from the Purchaser;
- (b) remain the sole and absolute owner of the goods until the price for all other goods supplied by the Distributor has been received in full by the Distributor from the Purchaser;
- (c) be entitled, in addition to the right conferred by paragraph 6.2(b) of this paragraph 6, to retake possession of all goods in the possession of the Purchaser which have been supplied by the Distributor sufficient to clear any outstanding indebtedness by the Purchaser to the Distributor under the terms of this Agreement and the Distributor shall not be required to distinguish between goods which have been paid for and goods which have not been paid for.

6.2 Until the Distributor has received the price of the goods and all other goods supplied by the Distributor in full:

- (a) the Purchaser shall be bailee of the goods for the Distributor and shall store them upon its premises separately from its own goods or those of any other person and shall store them in a manner enabling them to be readily identifiable as goods of the Distributor;
- (b) the Distributor shall have the right at any time to enter the Purchaser's premises and retrieve the goods; and
- (c) the Purchaser shall not sell or dispose of any of the goods or any interest in the goods without the prior written consent of the Distributor.

6.3 If the Distributor consents in writing to the sale or disposal or if any sale or disposal is made in breach of paragraph 6.2 and notwithstanding such breach:

- (a) the Purchaser shall inform any person to whom it proposes to sell or dispose of the goods or any interest in the goods (the "Acquirer") of the Distributor's interest;
- (b) any sale or disposal shall be made as agent (including as agent exceeding its authority, where appropriate) of the Distributor;
- (c) the Purchaser shall ensure that the terms of the sale or disposal to the Acquirer includes a term which is identical in substance to this paragraph 6;
- (d) notwithstanding that the payment of the price for the goods would not otherwise have been due by the Purchaser, the Purchaser shall be obliged to pay the price for the goods to the Distributor as soon as it receives payment from the Acquirer;
- (e) the Purchaser shall hold all its rights against the Acquirer on trust for the Distributor and, to the extent necessary to discharge all debts owing to the Distributor in respect of the supply of goods or other goods only, any proceeds it receives;
- (f) the Purchaser agrees that the Distributor shall be entitled to trace all and any proceeds arising from any sale or disposal of the goods until the Purchaser pays the full price for the goods to the Distributor;

(g) the Purchaser agrees that the Distributor shall be entitled to trace all and any proceeds arising from any sale or disposal of the goods until the Purchaser pays the full price to the Distributor for all other goods supplied by the Distributor; and

(h) the Purchaser shall, at the Distributor's request, assign its claims against the Acquirer and agrees irrevocably to appoint the Distributor and each of its officers as its attorney to give effect to and complete that assignment.

6.4 Until the price for the goods has been received by the Distributor in full from the Purchaser, the Purchaser shall act at all times in a fiduciary capacity of the utmost good faith towards the Distributor.

6.5 Until the price for all other goods supplied by the Distributor has been received by the Distributor in full from the Purchaser, the Purchaser shall act at all times in a fiduciary capacity of the utmost good faith towards the Distributor.

6.6 Where:

- (a) the Purchaser makes a new object from the goods, whether finished or not;
- (b) the Purchaser mixes the goods with other articles; or
- (c) the goods become part of the other product, the purchaser agrees with the Distributor:
  - (i) that the ownership of the new object or the other article immediately passes to the Distributor, to the extent necessary to repay all moneys owing to the Distributor and to no greater extent; and
  - (ii) until payment of all sums owing to the Distributor whether under this or any other contract, that the Purchaser shall hold the goods as a fiduciary for the Distributor until payment of all sums owing to the Distributor whether under this or any other contract.

6.7 For the purposes of removing doubt, the ownership of the new object or other goods passes to the Distributor at the beginning of the single operation or event by which the product is converted into a new object, is mixed or becomes part of other goods ("the New Goods").

6.8 Without limiting the generality of clauses 6.6 and 6.7 of this paragraph 6, the Distributor and the Purchaser agree that where the goods are seeds of any kind (e.g. carrots) then the resulting crop (whether or not ready for harvest) shall constitute "New Goods".

6.9 Where the Distributor has not been paid in the manner required by these terms, the Purchaser agrees with the Distributor to keep the New Goods as a fiduciary for the Distributor and, unless otherwise required by the Distributor, to store the New Goods in a manner that clearly shows the ownership of the Distributor.

6.10 In the event of any part (including in that expression subclauses, phrases and individual words thereof) of this paragraph 6 being or becoming void or unenforceable (whether by reason, width of expression, non-registration under any relevant legislation, lack of notice to any relevant person or for any other reason whatsoever) that part shall be severed from this paragraph 6 and the validity and enforceability of all other parts of this paragraph 6 shall in no way be affected thereby.

### 7. Risk

Risk in the goods shall pass to the Purchaser upon delivery of the goods to the Purchaser or collection of the goods by the Purchaser, its agent or courier as the case may be.

### 8. Warranties and acknowledgments

8.1 The Distributor warrants that all the goods shall comply at the time of delivery with the regulations and specifications currently in force;

8.2 Subject to clause 8.1 of these Terms and Conditions, all warranties that might otherwise be given or deemed to be given by the Distributor are excluded from these Terms and Conditions to the fullest extent permitted by the law.

#### 8.3 The Purchaser:

- (a) warrants that it acquires any goods or services supplied to it under these Terms and Conditions for the purposes of its business, and for the purposes of re-supply or for the purpose of using them up or transforming them in the course of a process of production or manufacture or of repairing or treating other goods or fixtures on land;
- (b) hereby acknowledges that the Distributor relies on the warranty given in clause 8.3(a) in agreeing to supply goods and services to the Purchaser;
- (c) hereby acknowledges that information provided to the Purchaser by the Distributor is provided in good faith and for guidance only on the understanding that neither the Distributor, its agents, its employees, nor its contractors are responsible for the results of any actions taken on the basis of such information or on the basis of any error in or omission from such information; and
- (d) hereby acknowledges that it has satisfied itself as to the suitability of any goods or services ordered for its purposes prior to placing its order with the Distributor.

### 9. Exclusion of Warranty

Any liability of the Distributor to the Purchaser for:

- (a) any claim or action in respect of a breach of warranty given or deemed to be given by the Distributor in these Terms and Conditions or by any other means;
- (b) any negligent, reckless, or wilful act or omission performed or made by the Distributor, its servants, contractors, agents, or associated entities;
- (c) any breach of the term or conditions of these Terms and Conditions other than warranties referred to in clause 9(a);
- (d) any unjust enrichment of the Distributor at the Purchaser's expense;
- (e) any breach of any statutory, equitable, or common law duty not comprehended in clauses 9(a) to 9(d) of these Terms and Conditions, is excluded to the fullest extent permitted by law.

## 10. Indemnity

The Purchaser hereby indemnifies the Distributor from any liability, loss or damage (including but not limited to any liability or obligation to pay legal costs on a full indemnity basis) accruing to the Distributor from any claim or legal action in respect of:

- (a) any breach of any term, condition, or warranty (whether express or implied) of these Terms and Conditions; or
- (b) (any negligent, reckless, or wilful act or omission performed or made by the Distributor, its servants, contractors, agents, or associated entities.

## 11. Purchaser's acknowledgments

The Purchaser acknowledges that;

- (a) the Purchaser shall not represent to the public or any consumer that the Distributor is the manufacturer of the goods;
- (b) the goods are supplied for the purpose of commercial production; and
- (c) the sale of the goods are not a sale by sample.

## 12. Plant Breeder's Rights

The Purchaser acknowledges that seed may be subject to the Plant Breeder's Rights Act 1994 ("the Act") and the Purchaser shall in all circumstances comply with the Act and acknowledges that it has no plant variety breeder's rights or licenses in respect of such rights to the seed and the Purchaser agrees to defend, indemnify, protect and hold harmless the Distributor, its successors assigns and distributors for and against any claim arising by reason of contravention of the Act and infringement of plant variety breeder's rights and all claims for actual or implied infringement of any letters patent, trade marks, copyright, design, confidential information or similar protection whether then granted by the Commonwealth of Australia or any foreign State or the Common Law.

## 13. Restriction as to Use

The Purchaser covenants and agrees and shall procure that each of its associated persons does not use any seed or plant material provided by the Distributor to produce seed for sale or supply to other persons or for personal use.

## 14. Disease

The Purchaser acknowledges that diseases of plants produced by seeds can be transmitted by the wind, by insects, by animals or by humans and may be diseases originating in the seed, the plants or the soil. Although the Distributor believes the seed to be free from disease the Purchaser acknowledges that one of the criteria for determining the purchase price of seed is the limitation upon liability referred to above and the purchase price payable by the Purchaser would be much greater if the liability undertaken by the Distributor was not so limited.

## 15. Treatment of seed

In relation to seed that is specifically treated or tested, the Distributor assures the Purchaser that the treatment or testing has been carried out in the proper manner and that the seed conformed to the required standards and specifications before treatment as tested provided that any warranties terms and conditions in relation to the performance of the treatment and the testing implied by custom, statutory or otherwise is hereby excluded to the fullest extent permitted by law.

## 16. Force majeure

Where a party is unable, wholly or in part by reason of an act of God, strike lockout or other interference with work, war declared, or undeclared, blockade, disturbance, lightning, fire, drought, earthquake, storm, flood, explosion, failure of crop grown by the Distributor or by any agent of the Distributor, Governmental or quasi-Governmental restraint, expropriation prohibition intervention direct or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining government or quasi-Governmental approvals consents permits licences authorities or allocations and any other cause whether of a kind specifically set out above or otherwise which is not reasonably within the control of the party affected ("force majeure") to carry out any obligation under these Terms and Conditions and that party:

- (a) gives the other party prompt notice of that force majeure with reasonably full particulars thereof and in so far as known the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- (b) uses all possible diligence to remove that force majeure as quickly as possible, that obligation is suspended so far as it is affected by force majeure during the continuance thereof provided that:
  - (i) an obligation to pay money is never excused by force majeure; and
  - (ii) the requirement that any force majeure shall be removed with all possible diligence shall not require the settlement of strikes, lockouts, or other labour disputes or claims or demands by any Government on terms contrary to the wishes of the party affected.

## 17. Default

The Distributor may withdraw credit facilities to the Purchaser, with immediate effect by notice in writing to the Purchaser upon the occurrence of any one of the following events:

- (a) if the Purchaser has failed to pay the purchase price of the goods within the period specified from time to time by the Distributor;
- (b) if the Purchaser has entered into any composition or arrangement with its creditors, has appointed a controlling trustee pursuant Part X of the Bankruptcy Act 1966, has resolved to appoint an administrator or is obliged to execute a deed of company arrangement pursuant to Part 5.3A of the Corporations Act 2001, or has a receiver appointed over any of its assets, has filed for its own bankruptcy, or is the subject of any resolution or petition for winding up or orders for the sequestration of its estate in bankruptcy, or judicial management (other than for the purposes of amalgamation or reconstruction);
- (c) if the Purchaser has breached of any term of these Terms and Conditions and fails to rectify such breach (if capable of rectification) within seven days of service of a notice in writing calling upon it to rectify such breach; or
- (d) if the Purchaser purports to assign the benefit of these Terms and Conditions or credit facilities without prior consent in writing of the other party.

Any termination of these Terms and Conditions shall be without prejudice to any rights which either party may have against the other arising out of or in connection with these Terms and Conditions.

## 18. Notice

Notice, approval consent or other communication given, sent or made to a party under these Terms And Conditions must be in writing and left by 5pm on a business day or sent by certified prepaid post, facsimile to the facsimile number of the party as entered on the face of these Terms And Conditions or to such other address, facsimile number as the party from time to time may notify to the other party for the purpose of this clause. Proof of dispatch is proof of receipt:

- (a) in the case of a letter, on the third business day after posting; and
- (b) in the case of a facsimile transmission, of a production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purposes of this clause.

## 19. Place of Agreement

The contract for the sale of the goods arising from these Terms and Conditions is made in the State or Country where the company issuing the invoice for the goods is registered and the parties agree to submit all disputes arising between them to the Courts of such State or Country and any Court competent to hear an appeal therefrom.

## 20. Whole Agreement

These Terms and Conditions and any documents referred to herein contain the whole of the agreement between the parties and no understanding arrangement or provision not expressly set forth herein shall be binding upon the parties.

## 21. Amendment

No variation, modification or alteration of any of the terms of these Terms and Conditions shall be of any effect unless in writing and signed by each of the parties.

## 22. Enforcement

The failure of either party at any time to enforce any of the provisions of these Terms and Conditions or to exercise any right shall not constitute a waiver of the same or affect the party's right thereafter to enforce the same.

## 23. Severance

If any provision of these terms and conditions is deemed to be unlawful or unenforceable. Such provisions shall be severed from these Terms and Conditions and all other provisions hereof shall remain in force.

## 24. Assignment

No party may assign the burdens or benefits of this Agreement without the consent of the other party.

## 25. Goods and Services Tax

25.1 Unless the contrary intention appears, in this clause:

- (a) "GST" means a tax levied on the value of any goods supplied by the Distributor or any other money payable to the Distributor under these terms and conditions; and
- (b) "GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

25.2 The Purchaser must pay to the Distributor the amount of any GST the Distributor pays or is liable to pay on the goods.

25.3 The Purchaser must pay to the Distributor the amount of the GST that the Purchaser is liable to pay at the same time and in the same manner as the Purchaser is obliged to pay for the goods at the time the Purchaser is obliged to pay that amount.

25.4 The price for the good, fixed or determined, under these Terms and Conditions does not include GST on that good and the Purchaser must pay the amount of GST in addition to the price for that good, fixed or determined, under these Terms and Conditions.

25.5 The Distributor shall provide to the Purchaser such particulars as are required by the GST Law in order that the Purchaser may obtain a credit for the amount of GST payable on the goods.

## 26. No partnership

Nothing contained in these Terms and Conditions shall create a partnership between the Distributor and the Purchaser.

## 27. Definitions and Interpretation

27.1 In these Terms and Conditions unless the context otherwise requires the following expressions shall have the following meanings:

- (a) "associated persons" means, in relation to a corporation, any related corporation director or substantial shareholder pursuant to the corporations Law and in relation to a natural person, any spouse or blood or adopted relative of that person or that person's spouse.
- (b) "the Distributor" means Ebony Bay Pty Ltd (ACN 055 460 449) as trustee for the Grower Solutions Trust trading as Lefroy Valley and any of its agents, distributors, or related entity or related body corporate (as those terms are used in the Corporations Act 2001) from whom the Purchaser may order goods or services.
- (c) "the goods" means the seed, plant material, chemical, fertiliser, or any other item sold by the Distributor to the Purchaser as specified on official invoices and statements.
- (d) "the Purchaser" means the purchaser ordering and taking delivery of the goods and includes all or any one or more of them jointly and severally and each of their personal representatives successors in title transferees and permitted assigns.
- (e) "Terms and Conditions" means the Lefroy Valley Terms and Conditions of Sale of Goods as amended or varied from time to time.

27.2 Words importing the singular number or plural number shall include the plural number and singular number respectively.

27.3 Words importing any gender shall include any other gender or genders.

27.4 Words importing persons shall include corporations.

27.5 References to statutes include all amendments thereto and statutes passed in substitution therefore or re-enactments thereof respectively.

27.6 The headings used herein are for ease of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

27.7 Any covenant or agreement on the part of or in favour of any two or more persons shall bind them or be in favour of them both jointly and severally.

27.8 These terms and conditions shall be interpreted in accordance with the laws of the State in which the goods are purchased.

## OUR TEAM COMMITMENT

You will receive friendly, courteous and professional service. You will be respected and never taken for granted.

We will respect absolutely the confidentiality of our working relationship.

We will work hard to ensure that we are an important resource for you in your paddock, via your phone, and e-mail.

We will work closely with plant breeders to deliver well tested quality seed and supporting technology in original packaging that offers a genuine advantage and if we can't find the best solution, we will recommend a competitors product.

Lefroy Valley has a distinctive varietal introduction program, which involves replicated trails throughout Australia and New Zealand. This means that all new commercial varieties released have been thoroughly tested under a wide range of conditions.

Lefroy Valley represents the cream of the world's vegetable seed breeding companies. Our close relationship with these companies allows us to market in original packaging providing you confidence and backup for the product you are purchasing and also meets the objective of SQF/HACCP accreditation.

You will remain the sole judge of our performance. If there is something that we have done or have failed to do that you are not 100% satisfied with, simply let us know and we will correct it.



for full code go to [www.sia.asu.com.au](http://www.sia.asu.com.au)