

Bawdens Rural Trading Pty Limited

ACN 100 840 828

Standard Terms and Conditions of Supply

Unless the Supplier and the Customer otherwise agree in writing, these Terms are incorporated into and form part of any Contract between the Supplier and the Customer for the supply of Goods, and/or Services by the Supplier.

1. Definitions

In these Terms unless the contrary intention appears:

- 1.1 **'Australian Consumer Law'** means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);
- 1.2 **'Business Day'** means any day that banks are generally open for business in Adelaide but not a Saturday, Sunday or a public holiday pursuant to the *Holidays Act 1910* (SA);
- 1.3 **'Contract'** means the contract referred to in **clause 3.1**, being the contract formed between the Supplier and the Customer for the supply of Goods and/or Services;
- 1.4 **'Customer'** means the party or parties entering into Contract with the Supplier;
- 1.5 **'Goods'** means farm supplies or other goods or products to be manufactured and/or supplied by the Supplier in accordance with the Contract;
- 1.6 **'PPSA'** means *Personal Property Securities Act 2009* (Cth);
- 1.7 **'Services'** means agronomist services and any other services to be provided by the Supplier in accordance with the Contract;
- 1.8 **'Service Results'** means any results or outcomes resulting from the provision of Services, including reports, spreadsheets or instructions sheets;
- 1.9 **'Supplier'** means Bawdens Rural Trading Pty Limited ACN 100 840 828; and
- 1.10 **'Terms'** means these Standard Terms and Conditions of Supply.

2. Interpretation

In these Terms unless the contrary intention appears:

- 2.1 the **singular** includes the plural and vice versa;
- 2.2 a reference to a **person** includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 2.3 a reference to any **party** to this or any other document includes the party's successors and permitted assigns;

- 2.4 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 2.5 mentioning anything after **include, includes** or **including** does not limit what else might be included; and
- 2.6 a reference to a **person** that comprises two or more persons means those persons jointly and severally.

3. **Contract**

- 3.1 The specifications, timing, price and other details of the Goods and/or Services to be provided by the Supplier to the Customer will be agreed in writing between the parties (for example, by purchase order and acceptance, letter, facsimile, email, website order or by other electronic written communications) (**'the Contract'**).
- 3.2 If the Supplier provides a quotation (**'the Quotation'**) in relation to the Goods and/or Services to be provided:
 - 3.2.1 the Quotation is valid for 30 days unless withdrawn earlier by the Supplier or otherwise agreed between the parties; and
 - 3.2.2 the Quotation should not be construed as an offer or obligation to supply Goods and/or Services and the Supplier reserves the right to accept or reject any request or order from the Customer to provide the Goods and/or Services.
- 3.3 If the Customer makes a request or order (**'the Order'**) for the Supplier to supply Goods and/or Services:
 - 3.3.1 the Order should be construed as an offer and not as an acceptance of an offer previously made by the Supplier;
 - 3.3.2 the Order does not create any obligation on the Supplier to supply the Goods and/or Services; and
 - 3.3.3 the Contract will not be formed until such time as the Supplier accepts the Order in writing or by delivery of the Goods, or provision of the Services.
- 3.4 Once formed, the Contract and these Terms constitute the entire agreement between the Supplier and the Customer. All prior negotiations, agreements, arrangements, representations, understandings and correspondence are superseded by the Contract and these Terms.
- 3.5 The Contract and these Terms will in all circumstances prevail over the Customer's terms and conditions (if any), unless the Supplier agrees in writing to be bound by the Customer's terms and conditions.
- 3.6 To the extent that there is any inconsistency between the Contract and these Terms, these Terms prevail unless the inconsistency is agreed in writing.

4. Prices

- 4.1 The price for the supply of Goods and/or Services will be agreed in the Contract, or will be specified in the invoice or account issued by the Supplier to the Customer.
- 4.2 The Supplier may increase the price of Goods and/or Services if the price increase results from the introduction of any legislation, regulation or government policy.
- 4.3 Unless otherwise stated:
 - 4.3.1 the price for the Goods and/or Services agreed in the Contract and any other amount payable under the Contract or these Terms shall be exclusive of any tax payable pursuant to *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ('**GST**'); and
 - 4.3.2 the Customer will be required to pay to the Supplier an amount equal to the GST in addition to the price or relevant amount.

5. Delivery

5.1 Delivery Terms

The Customer will, unless the Supplier and the Customer otherwise agree, bear the cost of delivery of the Goods and/or Service Results.

5.2 Delivery Date

The Supplier will make all reasonable efforts to have Goods and/or Service Results delivered, or Services provided, to the Customer by the date agreed between the parties, but the Supplier will not be liable for:

- 5.2.1 any failure to deliver, or delay in delivery, of Goods and/or Service Results for any reason;
- 5.2.2 any failure to provide, or any delay in providing, Services for any reason;
- 5.2.3 any damage or loss due to unloading or packaging of Goods or Service Results;
- 5.2.4 any damage to property caused upon entering premises to deliver the Goods and/or Service Results; and
- 5.2.5 any damage to property caused upon entering premises to supply Services.

5.3 Acceptance

- 5.3.1 The Customer will inspect all Goods and/or Service Results upon delivery or collection.

- 5.3.2 If any Goods, Services and/or Service Results are damaged, wrongly supplied or not in accordance with the Contract, the Customer may reject or return those Goods and/or Service Results in accordance with **clause 6**.
- 5.3.3 The Customer will be deemed to have accepted the Goods, Services and/or Service Results supplied in the following events:
- (a) failure by the Customer to reject or return those Goods and/or Service Results in accordance with **clause 6**; or
 - (b) installation or use of the Goods and/or Service Results in anyway by the Customer.
- 5.3.4 Unless **clause 5.3.2** applies, the Customer will indemnify the Supplier against any losses, costs or expenses incurred by the Supplier due to any failure by the Customer to accept the Goods and/or Service Results at the time of delivery or the Services at the time of performance.
- 5.3.5 Except as required by law, and subject to **clause 6**, the Supplier will be under no obligation to accept Goods and/or Service Results returned for any reason, or to re-supply Services, which are not satisfactory to the Customer for any reason.

6. Rejection of Goods and Services

- 6.1 The Customer may reject any Goods, Service Results and/or Services only in accordance with this clause or in accordance with the Australian Consumer Law.
- 6.2 If any Goods, Service Results and/or Services are damaged, wrongly supplied or not in accordance with the Contract, the Customer must notify the Supplier:
- 6.2.1 by providing full particulars of the claim in writing within seven days of the receipt of those Goods, Service Results and/or Services; or
 - 6.2.2 where the claim relates to non-delivery of Goods and/or Service Results, or non-performance of Services, by providing full particulars of the claim in writing within seven days of the agreed date of delivery of the Goods and/or Service Results or agreed date of completion of the Services in the Contract.
- 6.3 All Goods and/or Service Results returned or rejected are subject to assessment by the Supplier.
- 6.4 To the extent permitted by the Australian Consumer Law or any other law, the Supplier may at its sole discretion refuse to accept the return or rejection of the Goods and/or Service Results, or dispute or reject any claim made under this clause.
- 6.5 Unless the Supplier and the Customer otherwise agree in writing, the Customer will bear the costs of returning any Goods and/or Service Results.

- 6.6 The Customer agrees to keep the Goods and/or Service Results until the Supplier can arrange the inspection or collection of the Goods and/or Service Results.
- 6.7 Subject to the Customer's rights under the Australian Consumer Law, the following Goods and/or Service Results, cannot be returned or rejected by the Customer under any circumstances:
- 6.7.1 those that were specially made, sourced, ordered or purchased for the Customer;
 - 6.7.2 those that were used, installed, damaged or altered in any way by the Customer;
 - 6.7.3 those that were sold to the Customer at wholesale or discounted prices, or as second grade or quality; or
 - 6.7.4 those that are no longer in stock in store by the Supplier or have been discontinued.
- 6.8 To the extent permitted by law, Goods and/or Service Results returned or Services re-supplied will be subject to a handling fee. The handling fee will be 10% of the price of the Goods and/or Service Results (including GST).

7. **Payment**

7.1 **Payment terms**

- 7.1.1 Subject to **clause 7.2**, the Customer will pay for the Goods and/or Services:
- (a) within the time specified in the invoice or account issued by the Supplier to the Customer; or
 - (b) if the time for payment is not specified, before the time specified by the Supplier for delivery or collection of the Goods and/or Service Results or for completion of the performance of Services.
- 7.1.2 The Customer must pay for the Goods and/or Services in cash, by cheque, by credit card or by any other method of payment specified by the Supplier.
- 7.1.3 Payment is only received by the Supplier when it receives cash or when the proceeds of other methods of payment are credited and cleared to the Supplier's bank account.
- 7.1.4 The Customer may not assert or exercise any right of set-off against monies payable to it by the Supplier.

7.2 **Credit**

- 7.2.1 The Supplier may, upon request by the Customer, and subject to the Customer complying with the terms set out in this clause, grant the Customer credit to pay for the relevant Goods and/or Services (**'Credit Arrangement'**).
- 7.2.2 Unless the Supplier and the Customer agree in writing, the credit period for the Credit Arrangement will be for a period ending 25 days after the end of the month in which the Goods and/or Services Results are delivered, or the Services are performed.
- 7.2.3 The Supplier may cancel or vary the Customer's Credit Arrangement at any time and for any reason by giving reasonable notice to the Customer.
- 7.2.4 Where the Supplier agrees to provide a Credit Arrangement to a Customer, the Credit Arrangement will be subject to a credit limit which will be established by the Supplier at the time the Credit Arrangement is provided by the Supplier (**'Credit Limit'**). The Customer must ensure that it does not exceed the Credit Limit and if it does, any amount in excess of the Credit Limit is repayable immediately by the Customer to the Supplier.
- 7.2.5 The Customer authorises the Supplier, its employees and agents to make any inquiries it deems necessary to investigate the credit worthiness of the Customer including inquiries with persons nominated as trade credit referees, bankers and financiers, credit providers, mortgage and trade insurers or credit reporting agencies (**'the Information Sources'**).
- 7.2.6 The Customer authorises the Information Sources to disclose to the Supplier information concerning the Customer, requested by the Supplier.
- 7.2.7 Without limiting **clause 7.2.1**, the Supplier may impose a condition on the provision of a Credit Arrangement that if the Customer is a company, the directors of the Customer and/or another third party, enter in a deed of guarantee with the Supplier which:
- (a) guarantees the payment to the Supplier of all moneys due to the Supplier by the Customer in accordance with the Credit Arrangement, the Contract or any other agreement between the Customer and the Supplier;
 - (b) guarantees the Customer's performance of all its obligations to the Supplier pursuant to the Credit Arrangement, the Contract or any other agreement between the Customer and the Supplier; and
 - (c) indemnifies the Supplier against and in respect of:
 - (i) any loss or damage suffered by the Supplier by reason or as a result of the default of the Customer under the

Credit Arrangement, the Contract or any other agreement between the Customer and the Supplier; or

- (ii) any disclaimer of the Credit Arrangement, the Contract or any other agreement between the Customer and the Supplier, between the Customer and the Supplier by any liquidator of the Customer upon any winding-up of the Customer; or
- (iii) the Customer having exceeded its powers or being incompetent to enter into the Credit Arrangement or the Contract or any other agreement between the Customer and the Supplier; or
- (iv) all costs, charges and expenses whatsoever which the Supplier may incur by reason of the aforesaid or any default on the part of the Customer under of in relation to the Credit Arrangement, the Contract or any other agreement between the Customer and the Supplier.

7.2.8 Without limiting **clauses 7.2.1 or 7.2.7**, the Supplier may impose a condition on the provision of a Credit Arrangement that the Customer obtain for the benefit of the Supplier and provide to the Supplier a bank guarantee which:

- (a) guarantees the payment to the Supplier of all moneys due to the Supplier by the Customer in accordance with the Credit Arrangement or any other agreement between the Customer and the Supplier; and
- (b) guarantees the Customer's performance of all its obligations to the Supplier pursuant to the Credit Arrangement or any other agreement between the Customer and the Supplier.

7.2.9 The Customer shall pay any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies, including debt collection, agency fees and legal fees.

7.2.10 The Customer must notify the Supplier in writing if there is a change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.

7.3 **Interest**

7.3.1 Interest may be charged on accounts which remain unpaid from the date payment is due in accordance with **clause 7.1.1**. Interest may be charged on the outstanding amounts until they are paid in full.

7.3.2 The interest rate will be 1.5% per month.

7.3.3 That interest will accrue and be recoverable from day to day.

7.4 **Debt Recovery Costs**

The Customer is liable for any legal fees, court costs or other costs incurred by the Supplier in relation to the recovery of unpaid invoice amounts (including interest) and such costs are regarded as a debt owing by the Client to the Supplier.

8. **Title and Risk**

8.1 **Retention of Title**

8.1.1 The legal and equitable title to the Goods and/or Service Results will only be transferred from the Supplier to the Customer when the Customer has met and paid all that is owed to the Supplier on any account whatsoever.

8.1.2 The Customer acknowledges that until the Customer has met and paid all that is owed to the Supplier on any account whatsoever, the Customer holds the Goods and/or Service Results as bailee for the Supplier and that a fiduciary relationship exists between the Customer and the Supplier.

8.1.3 The Customer will store the Goods and/or Service Results safely and in such manner to ensure that they are capable of being clearly identified as the property of the Supplier.

8.1.4 If required, the Customer shall deliver the Goods and/or Service Results which are subject to this **clause 8.1** to the Supplier at the Customer's cost.

8.1.5 If the Customer defaults as contemplated by **clause 10.1**, in addition to **clause 10.2**, the Supplier may, without notice, take possession of the Goods and/or Service Results and the Customer agrees that representatives of the Supplier may enter the Customer's premises for that purpose.

8.1.6 Despite **clause 8.1.1**, the Customer may sell as fiduciary agent for the Supplier the Goods and/or Service Results to a third party or use the Goods and/or Service Results in some agriculture or supply process of its own or some third party, provided that where the Customer is paid by that third party, the Customer holds the proceeds separate from other monies, to the extent of the amount owing by the Customer to the Supplier.

8.1.7 Notwithstanding this clause, the Customer is still required to pay the Supplier for:

- (a) Goods and/or Service Results already delivered;
- (b) Goods and/or Service Results manufactured or ordered to specification and not yet delivered; and
- (c) Services performed.

8.2 **Risk**

- 8.2.1 Subject to **clauses 8.2.2** and **8.2.3** risk in the Goods and/or Service Results passes to the Customer upon delivery or handover (including all risks associated with unloading) or upon title in the Goods and/or Service Results passing to the Customer, whichever is the earlier.
- 8.2.2 The Customer acknowledges that the following remain at the risk of the Customer:
- (a) any components supplied by the Customer for inclusion into the Service Results by the Supplier; or
 - (b) any tooling and equipment supplied to aid the provision of Services.
- 8.2.3 The Customer acknowledges that insurance of any of the Customer's goods is the responsibility of the Customer.

9. ***Personal Property Securities Act 2009 (Cth)***

- 9.1 The Customer acknowledges and agrees that for the purposes of the PPSA:
- 9.1.1 the Contract and the Terms constitute a 'security agreement';
 - 9.1.2 the Supplier holds a 'security interest' in respect of all Goods and/or Service Results supplied and in any proceeds of the sale of the Goods and/or Service Results; and
 - 9.1.3 any supply of Goods, Service Results and/or Services to which **clause 8.1** applies will constitute a 'purchase money security interest'.
- 9.2 The Customer will execute all documents, provide all such information and do such further acts as the Supplier may reasonably require to enable the registration a 'security interest' or a 'purchase money security interest' under the PPSA.
- 9.3 To the extent permitted by law and the PPSA, the Customer agrees to waive all its rights to receive any notice, statement or information under sections 95, 123, 130, 132(3)(d) and 135 of the PPSA, and all its rights under sections 142 and 143 of the PPSA.
- 9.4 The Customer will pay:
- 9.4.1 the costs, charges and expenses of and incidental to the registration of a 'security interest' or a 'purchase money security interest' in favour of the Supplier under the PPSA; and
 - 9.4.2 all reasonable legal costs arising from any disputes or negotiations with third parties claiming an interest in any Goods and/or Service Results supplied.

10. **Default**

- 10.1 The Customer will be in default if:
 - 10.1.1 the Customer breaches any of the Terms or the Contract;
 - 10.1.2 payment for the Goods and/or Services has not been received by the Supplier in accordance with **clause 7**;
 - 10.1.3 the Customer being an individual commits an act of bankruptcy; or
 - 10.1.4 the Customer being a body corporate becomes insolvent within the meaning of section 95A of the *Corporations Act 2001* (Cth).
- 10.2 If the Customer defaults, the Supplier may:
 - 10.2.1 treat the whole of the Contract as repudiated and sue for breach of contract;
 - 10.2.2 refuse to supply any Goods and/or Services to the Customer;
 - 10.2.3 refuse to continue to provide the Goods and/or Services to the Customer;
 - 10.2.4 claim the return of any Goods and/or Service Results in the Customer's possession where title has not passed to the Customer;
 - 10.2.5 without notice to the Customer withdraw or vary any credit the Supplier has provided to the Customer; and/or
 - 10.2.6 without notice to the Customer make all monies owing by the Customer to the Supplier on any account immediately due and payable.
- 10.3 Notwithstanding any provision in this clause, the Supplier reserves all of its rights to claim any remedy available to it as a result of the Customer's default.

11. **Limitation of Liability**

- 11.1 Subject to **clause 11.2**, all terms, which would otherwise be implied by law or otherwise, are excluded except as stated in these Terms.
- 11.2 If under the Australian Consumer Law or any other law any terms which apply to the sale of Goods and/or Services under the Contract cannot be legally excluded, restricted or modified then those terms apply only to the extent required by law.
- 11.3 To the extent permitted by law, the Supplier's liability for any breach of the terms of the Contract, and any condition or warranty implied by the provisions of the Australian Consumer Law, is limited to and will be completely discharged by any one of the following:
 - 11.3.1 the replacement of the Goods and/or Service Results or the supply of equivalent Goods and/or Service Results;

- 11.3.2 the payment of the cost of replacing the Goods and/or Service Results or of acquiring equivalent Goods and/or Service Results;
 - 11.3.3 the payment of the cost of having the Goods and/or Service Results repaired;
 - 11.3.4 the re-supply of the Services; or
 - 11.3.5 the payment of the cost of having the Services re-supplied.
- 11.4 Except as expressly provided in this clause and to the extent permitted by law, the Supplier is not liable to the Customer (and any party claiming through the Customer) for:
- 11.4.1 any claim made under, or in connection with, the Contract, in tort, under statute, in equity or otherwise in respect of defects whatsoever in Goods, Service Results and/or Services for the loss or damage to person or property arising from or caused from such defects; or
 - 11.4.2 any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the Goods, Service Results and/or Services performed where such loss or damage includes:
 - (a) any loss of income, profit or business; or
 - (b) any loss of goodwill or reputation.

12. **Indemnity**

The Customer will indemnify and keep indemnified and hold the Supplier harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Supplier, and from and against all actions, proceedings, claims or demands made against the Supplier, arising from one or more of the following:

- 12.1 the Customer's failure to comply with any laws, rules, standards, regulations or instructions applicable in relation to the Goods, Services and/or Service Results, or the use of the Goods, Services and/or Service Results; and
- 12.2 any negligence or breach of duty by the Customer and its employees, agents or contractors in relation to the Goods, Services and/or Service Results, or the use of the Goods, Services and/or Service Results.

13. **Advice**

Whilst all care and consideration is taken by the Supplier in providing product demonstrations, recommendations and general farming advice for the purpose of, or in the course of, providing the Goods and/or Services, to the extent permitted by law and subject to **clause 11**, the Supplier is not liable to the Customer (and any party claiming through the Customer) for any claim made under, or in connection with, the Contract, in tort, under statute, in equity or otherwise in respect of the advice.

14. **Intellectual Property**

- 14.1 Unless agreed in writing the Supplier owns any intellectual property created through the provision of Services to the Customer.
- 14.2 The Customer warrants to the Supplier that the Supplier is entitled to use any drawings, specifications and documents provided to the Supplier for the purposes of, or in the course of, the supply of Goods and/or Services and that such use does not infringe any third party's intellectual property rights.
- 14.3 The Customer indemnifies the Supplier against all claims, losses and damages incurred by the Supplier as a result of drawings, specifications and/or documents provided by the Customer to the Supplier for the purposes of, or in the course of, the supply of the Goods and/or Services breaching a third party's intellectual property rights.

15. **Confidential Information**

- 15.1 A party ('**the Disclosee**') must keep confidential all information disclosed to it by the other party ('**the Discloser**').
- 15.2 The Disclosee must use its best endeavours to safeguard the confidential information and may not use or disclose such information unless:
 - 15.2.1 it receives the prior written consent of the Discloser;
 - 15.2.2 such information enters the public domain (other than as a result of a breach of this clause); or
 - 15.2.3 the use or disclosure is required by law.
- 15.3 The provisions of this clause survive the termination or expiry of the Contract.

16. **Quality standards**

- 16.1 The Supplier will provide Goods and/or Services in accordance with the specifications, farm plans, crop calendars and requirements detailed in writing by the Customer in the Contract.
- 16.2 It is the Customer's responsibility to state in the Contract precisely what quality assurance documentation (including any farm specific quality assurance documentation or Primary Industries and Regions South Australia quality assurance documentation) is required (if any) and what level and frequency of third party quality control is required. Any such requirements specified after the commencement of the Contract will not be binding on the Supplier but will be accommodated where possible as a variation to the Contract and any additional compliance costs shall be payable by the Customer.

17. **Force Majeure**

- 17.1 If the Supplier's ability to perform its obligations under the Contract is adversely affected by war, strike, trade dispute, damage to plant or machinery, shortage of any material or labour or any cause beyond the Supplier's control, the Supplier may, if it chooses, end the Contract or suspend it for a period determined by the

Supplier by giving the Customer written notice. The Supplier will not be liable for any loss, damage or liability which the Customer incurs.

- 17.2 The Customer must accept delivery of the Goods, Service Results and/or Services notwithstanding any delay in delivery caused by any of the events specified in **clause 17.1**.

18. Notice

- 18.1 A notice is deemed to have been given if it is in writing and executed by the sender or its agent and is:

18.1.1 delivered or sent by pre-paid post to the address on the Contract (or any other address notified to all parties in writing);

18.1.2 sent by email or facsimile transmission to the recipient's last known facsimile number; or

18.1.3 sent or delivered to the recipient in accordance with the *Corporations Act 2001 (Cth)* or any other legislation.

- 18.2 A notice given in accordance with this clause is deemed to have been received:

18.2.1 if delivered or transmitted by email or facsimile:

(a) on the day of transmission or delivery if the transmission or delivery occurred before 5.00 pm on a Business Day, and

(b) otherwise, on the next Business Day; and

18.2.2 if sent by pre-paid post, on the third Business Day after posting.

- 18.3 Where two or more persons comprise a party, notice to one is effective notice to all.

19. General

- 19.1 The Customer cannot assign, charge or otherwise deal with its rights and obligations under the Contract and these Terms without the prior written consent of the Supplier.

- 19.2 The Contract and these Terms are governed by the laws of South Australia and the Commonwealth of Australia. The parties submit to the jurisdiction of the Courts of South Australia and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its South Australia District Registry.

- 19.3 The Customer acknowledges that it has been given reasonable opportunity to obtain independent legal advice before entering into the Contract.

- 19.4 The rights and obligations of the parties will not merge on completion of any transaction under the Contract and these Terms or upon the execution of any

other document in connection with the subject matter of the Contract and the Terms.

- 19.5 All rights under the Contract and these Terms are in addition to and do not abrogate, limit or reduce any other rights that the Supplier may have.
- 19.6 Any provision of the Contract and these Terms that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from the Contract and these Terms but only to the extent necessary to avoid that effect. All other provisions of the Terms continue to be valid and enforceable.
- 19.7 Unless otherwise specified, time is of the essence in the Contract.
- 19.8 The Supplier may vary these Terms in its absolute discretion. Where the Supplier wishes to vary these Terms, it must provide the Customer no less than 20 Business Days' written notice before those variations become effective and the variations apply only to orders placed after the variations become effective.
- 19.9 A right or obligation under the Contract and these Terms cannot be waived except by a document executed by the party waiving that right or obligation and specifying the waiver.
- 19.10 The Customer must pay all stamp duty, registration fees and any other fees charged by any government authority or body in respect of the Contract and these Terms and any document required by the Contract and these Terms.

Dated / /

The **Customer** hereby agrees to these Terms:

Individual

.....
Signature

.....
Full name

Company

Executed for and on behalf of

.....
Name of Company

by its duly authorised officers pursuant to Section
127 of the *Corporations Act 2001* (Cth)

.....
Signature of Director/Secretary

.....
*Signature of Director

.....
Name of Director/Secretary

.....
*Name of Director

*Strike out if sole director/secretary

Affix common seal if applicable