

TERMS OF TRADE FOR PURCHASES OF GOODS

1.0 Payment Terms

- 1.1 The purchase price shall be paid to RAGT Pty Ltd ('RAGT') by the last working day of the month following the date of invoice. Payment only accepted by the following means: cash; cheque; direct credit or direct debit.
- 1.2 If an account is in dispute, the undisputed portion of the account shall be payable as provided in 1.1. The disputed portion may be withheld if the matter is brought to RAGT's attention immediately it is discovered and a letter of explanation with the particulars of the dispute is sent to RAGT within seven days of the dispute arising.
- 1.3 RAGT reserves the right to suspend delivery of further goods if the terms of payment are not strictly adhered to.
- 1.4 If payment is not received by the due date then:
 - 1.4.1 Overdue reminder will be sent requesting prompt payment
 - 1.4.2 At 30 days overdue, the account will be investigated by RAGT as to discuss delay in payment and ensure invoice is correct
 - 1.4.3 A 60 day overdue account will be notified that they are on stop credit and interest will be charged at the rate of 1.5% per month, calculated daily from the due date until payment is received
 - 1.4.4 At 90 days overdue, RAGT will engage a collection agency on behalf to collect the outstanding amount. All costs incurred in the collection on any outstanding accounts shall be payable by the Purchaser.

2.0 Price and Price Variation

- 2.1 All goods sold are subject to Goods & Services Tax.
- 2.2 Prices quoted are excluding GST unless otherwise stated. The price of the goods will be the current price on the day of delivery.

3.0 Ownership of Goods

- 3.1 Ownership of goods remains with RAGT until payment for the goods is made in full (even if the Purchaser incorporates the goods with other items).
- 3.2 If the goods shall become mixed with or incorporated in any other goods in such a way that they cease to exist as separate goods, then ownership of the new goods created by that mixing shall vest immediately upon the creation in RAGT as co-owner of the new goods with the owner of any goods which become part of the new goods, the co-ownership to be calculated proportionately to the use of the various component goods. RAGT's ownership of the new goods is otherwise on the same terms as the ownership of the goods originally supplied.
- 3.3 When dealing with the goods, the Purchaser acts as principal between the Purchaser and any third party, but acts as agent between the Purchaser and RAGT.
- 3.4 Until payment is made in full or in the case that the goods become mixed, (the new goods,) RAGT, its employees, or agents may enter upon the premises of the Purchaser to recover the goods or the new goods.

4.0 Liability in Respect of Transactions

- 4.1 RAGT's liability for any defect in the goods is limited to the purchase price. If goods are returned RAGT may, in its discretion, replace the goods or refund the purchase price, provided that:
 - 4.1.1 The goods are returned within seven (7) days of dispatch
 - 4.1.2 The Purchaser supplies the date and number of any invoice; and
 - 4.1.3 RAGT has a reasonable opportunity to inspect the goods.
- 4.2 RAGT shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage arising from any supply.

- 4.3 If there is more than one Purchaser the obligations of each are joint and several.
- 4.4 All obligations shall bind the Purchaser, their administrators, successors or assigns.
- 4.5 The Purchaser shall immediately advise RAGT of any changes to the particulars given in the Trading Account Application form.
- 4.6 RAGT is under no obligation to accept or fulfill an order where:
 - 1.6.1 Quarantine clearance is not received
 - 1.6.2 Suitable goods are not available; or
 - 4.6.3 Any other circumstances outside RAGT's control mean that the order cannot be filled.

5.0 Risk and Delivery Relating to Goods

- 5.1 The Purchaser shall be responsible for the cost of and transportation of all goods. Where RAGT delivers the goods, RAGT will use its best endeavors to see that deliveries are made according to schedule, but shall not be responsible for delays.
- 5.2 Risk passes to the Purchaser when the goods are dispatched or on payment whichever is the earlier. The Purchasers shall insure the goods, even if RAGT has arranged the transportation.

6.0 Acceptance/Fraud

- 6.1 The Purchaser shall not be liable for any indebtedness arising from the fraudulent use of the account.
- 6.2 The Purchaser shall endeavor to return all goods acquired by fraudulent use.

7.0 Waiver and Forbearance

- 7.1 All the original rights, powers, exemptions and remedies of RAGT shall remain in full force notwithstanding any neglect, forbearance, or delay in the enforcement thereof.
- 7.2 RAGT shall not be deemed to have waived any condition unless such waiver is in writing and signed by an authorised manager of RAGT.

8.0 Warranties Given

- 8.1 Except to the extent written warranties are given all warranties and representations in respect of goods sold are excluded, including (to the extent permitted by law) those expressed or implied by law.
- 8.2 RAGT shall not be liable -
 - 1.2.1 Where the Purchaser has altered or modified the goods, mis-applied the goods, or has subjected them to any unusual or non-recommended use, servicing or handling.
 - 1.2.2 For loss caused by any factors beyond RAGT's control.
 - 1.2.3 For indirect or consequential loss of any kind.

9.0 Return of Goods

- 9.1 Any return of goods must be in accordance with Clause 4.1. RAGT will advise of a return advice number prior to the return of goods. Return of goods will only be accepted for credit within 7 days of dispatch. Return freight will be at RAGT's cost only when there has been an error on RAGT's part.
- 9.2 No returned goods shall be accepted, if they have been tampered with, are not as new, if they were sold on a non-return basis, or they are not accompanied by the return advice number referred to in clause 9.1.
- 9.3 Receipt by RAGT, its agents or representatives of any goods returned other than in accordance with Clause 9.1 and 9.2 shall not constitute nor be deemed to constitute RAGT's acceptance of the return of the goods for credit or any other purpose and shall be returned to the Purchaser at its expense.

continued...



10.0 Assignment

- 10.1 RAGT may at any time assign to any other person all or any part of the debt owing. Any such assignee shall be entitled to claim full rights or set off or counterclaim against the Purchaser, its charge holders or successors in respect of any amount outstanding under this account.

11.0 Authority to Transfer Monies

- 11.1 The Purchaser hereby authorises RAGT to apply (without prior notice) any monies held by RAGT for or on behalf of the Purchaser on any account at any office of RAGT in or towards payment of any monies owed by the Purchaser to RAGT.
- 11.2 The Purchaser hereby authorises RAGT to apply (without prior notice) all monies received by RAGT from or on account of the Purchaser in payment of any monies owed by the Purchaser or in respect of which the Purchaser is liable to RAGT.

12.0 Contract - Purchaser's Liability and Default

- 12.1 By placing an order the Purchaser acknowledges that these terms express the entire agreement between the parties unless otherwise agreed in writing.
- 12.2 If the Purchaser:
- 12.2.1 Fails to make any payment due under the contract or commit any other breach; or
 - 12.2.2 Suffers execution under any judgment; or
 - 12.2.3 Commits an act of bankruptcy; or
 - 12.2.4 Makes any composition or arrangement with any creditor; or
 - 12.2.5 Being a company, passes a resolution for winding up or has a receiver appointed over any of its property, or has a winding up petition presented against it.

RAGT (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the purchase price then unpaid together with any other monies owing hereunder, whether or not due under the terms of the contract shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right RAGT may otherwise possess.

13.0 Intellectual Property

- 13.1 RAGT markets and sells cultivars for which plant breeders rights have been applied for or granted under the Plant Breeders Rights Act 1994 (PBR), or which are otherwise the subject of intellectual property rights held by RAGT or a third party.
- 13.2 The applicant/purchaser of a cultivar protected by PBR shall not grow, trade or transfer the cultivar or its progeny for further multiplication, without the written authority of the breeder or its agent.
- 13.3 Where RAGT has registered trademarks, patents or registered designs in place, these must not be reproduced without RAGT's prior written authority.

14.0 Variation to Terms and Conditions of Trade

- 14.1 RAGT may from time to time and in its sole discretion amend any of these terms of trade by giving notice to the Purchaser. Notice shall be given by ordinary mail to the last known address of the Purchaser.
- 14.2 Where there already exists a written agreement between RAGT and the Purchaser or RAGT and the Purchaser agree in writing to vary these terms of trade then that agreement or those terms of trade shall prevail.

15.0 Interpretation

- 15.1 RAGT means RAGT Pty Ltd and its successor and assigns.
- 15.2 Words importing the singular shall include the plural and vice versa.

16.0 Governing Law

- 16.1 These Terms of Trade are governed by the laws of Australia .
- 16.2 RAGT and the Purchaser shall submit to the non-exclusive jurisdiction of the courts of Australian [either Federal or State as applicable] in respect of any dispute or proceeding arising out of these terms and conditions of trade.