

TERMS AND CONDITIONS OF BUSINESS

EFFECTIVE 1 JULY 2017



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Statutory provisions

1. These Terms and Conditions are subject to the provisions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, any amendment or re-enactment of that Act for the time being in force and any other relevant and applicable provision of State and/ or Commonwealth legislation.

Terms and conditions

2. SLTEC Fertilizers may vary these Terms and Conditions and will provide the Customer with replacement Terms and Conditions. If this occurs, by placing an Order or accepting a Quote Confirmation the Customer will be deemed to accept the replacement Terms and Conditions.
3. These Terms and Conditions are to the exclusion of any terms and conditions submitted at any time by the Customer, whether printed on or sent with any order form or otherwise.
4. These Terms and Conditions together with any notice given to the Customer by SLTEC Fertilizers and any arrangement entered into between the Customer and SLTEC Fertilizers, in each case, pursuant to these Terms and Conditions constitutes the entire agreement between the parties in connection with the supply of Products.
5. These Terms and Conditions replace all prior Terms and Conditions relating to the supply of Products issued by SLTEC Fertilizers.

Price

6. The purchase price for Products will be the Price. Unless otherwise provided in writing, the Price for Products does not include freight charges, which are the responsibility of the Customer.
7. The Customer must pay the Price for Products and Services as set out in the invoices issued by SLTEC Fertilizers to the Customer.

Purchase Quotations

8. The Customer may request a quotation from SLTEC Fertilizers.
9. SLTEC Fertilizers may in its absolute discretion issue a Quotation to the Customer. Such a Quotation may be on the same terms, or on different terms, to the quotation requested by the Customer.
10. A Quotation constitutes an offer on the part of SLTEC Fertilizers to make the Contract Volume available to the Customer at the Price during the Contract Period.
11. A Quotation may be accepted by the Customer within the period for acceptance set out in that Quotation..
12. If a Quotation is not accepted by the Customer within the period for acceptance set out in that Quotation, the Quotation shall lapse and will not be capable of acceptance by the Customer.
13. A Customer will be considered to have accepted a Quotation upon the Customer issuing a Purchase Order to SLTEC Fertilizers.

Purchase Contracts

14. A Purchase Contract is formed between the Customer and SLTEC Fertilizers when:
 - (a) A Customer issues a Purchase Order to SLTEC Fertilizers whether for the acceptance of a Quotation under clauses 8-13 or via a Standard Order and;

- (a) such a Purchase Order is accepted by SLTEC Fertilizers.

15. SLTEC Fertilizers may in its absolute discretion decline to accept any Purchase Order. SLTEC Fertilizers will incur no liability to the Customer for:

- (a) declining to accept any Purchase Order; or
- (b) failing to notify the Customer that it has declined any Purchase Order.

16. Purchase Orders will be deemed to be acceptable for the formation of a Purchase Contract whether received from the Customer via telephone, electronic communications, facsimile or mail.
17. The Customer must take delivery from SLTEC Fertilizers of a minimum of 90% of the Contract Volume at the Price during the Contract Period.
18. SLTEC Fertilizers must make available to the Customer a minimum of 90% of the Contract Volume at the Price during the Contract Period.
19. Any Purchase Order provided by the Customer pursuant to a Purchase Contract is deemed to incorporate these Terms and Conditions.
20. SLTEC Fertilizers will make all reasonable efforts to have the Products despatched, or made available, to the Customer on or about the date agreed between the parties for that Purchase Order, but any such date is an estimate only and is not binding on SLTEC Fertilizers.

Breach of Purchase Contracts

21. If the Customer breaches its obligations to take delivery of Product in accordance with clause 17, the Customer must pay the Non Compliance Fee to SLTEC Fertilizers. SLTEC Fertilizers will issue an invoice to the Customer for the Non Compliance Fee and the Non Compliance Fee must be paid in accordance with that invoice and these Terms and Conditions,
22. If SLTEC Fertilizers breaches its obligations to make Product available in accordance with clause 18, the amount of the Supply Shortfall Fee shall be credited to the Customer's account with SLTEC Fertilizers and shall be set off against any amounts the Customer owes to SLTEC Fertilizers.
23. Except as expressly set out in a Purchase Contract, these Terms and Conditions will apply to the Purchase Contract and the supply of any Products the subject of a Purchase Contract.
24. Other than where the Customer has wilfully breached its obligations to take delivery of Product in accordance with clause 17, or where the Purchase Contract relates to blends of Products, SLTEC Fertilizers' only right or remedy in respect of the Customer's breach or threatened breach of its obligations to take delivery of Product in accordance with clause 17 is payment of the Non Compliance Fee.
25. Other than where SLTEC Fertilizers has wilfully breached its obligations to make Product available in accordance with clause 18, the Customer's only right or remedy in respect of a breach or threatened breach by SLTEC Fertilizers of its obligations to make Product available in accordance with clause 18, is payment of the Supply Shortfall Fee.

Blends of Products

26. Despite anything else in these Terms and Conditions, due to the specific nature of any blend instructions, any Order or Purchase Contract for blends of Products will be deemed to be accepted by SLTEC Fertilizers once the blending process has commenced and:
- (a) a Customer is obliged to accept full delivery for blends of Products subject to a Purchase Contract;
 - (b) if the Customer fails to take delivery of blends of Products, the Customer will:
 - i. be invoiced the Price for the blends of Products; and
 - ii. not be invoiced a Non Compliance Fee.

Payment and default

27. Subject to any express written agreement between SLTEC Fertilizers and the Customer providing otherwise, the due date for all amounts is not later than:
- (a) the last business day of the month following the month during which the Products are despatched; or
 - (b) in respect of a Non Compliance Fee, the date set out in the relevant invoice,
28. The Customer waives any right to combine any account that the Customer holds with SLTEC Fertilizers, or to set off any amount that is, or may become, owing by the Customer to SLTEC Fertilizers, against any amount owing by SLTEC Fertilizers to the Customer. This clause overrides any other document or agreement to the contrary.
29. In the event of default of payment by the due date or breach of any other obligation, SLTEC Fertilizers will be entitled to:
- (a) interest on all amounts overdue, from the due date until the date of payment in full, at the rate of 18% per annum (or such other rate as SLTEC Fertilizers may publish from time to time in lieu of that rate), calculated daily;
 - (b) compensation for the cost to SLTEC Fertilizers of recovering the overdue amount;
 - (c) payment for all purchases made by the Customer from SLTEC Fertilizers, the payment of which would otherwise not have been then due and payable;
 - (d) disallow any Reward Payments otherwise claimable by the Customer;
 - (e) terminate or suspend despatch of any Order between SLTEC Fertilizers and the Customer;
 - (f) suspend or cancel the Customer's commercial credit account with SLTEC Fertilizers; and
 - (g) treat the Customer's default as a repudiation of any existing contract for the purchase of Products and recover any unpaid sum from the Customer by way of liquidated damages.
30. For the avoidance of doubt, SLTEC Fertilizers will not be:
- (a) obliged to make Product available in accordance with clause 18; or
 - (b) liable to pay the Supply Shortfall Fee for failure to make Product available in accordance with clause 18,
- to any Customer that is in default of payment to SLTEC Fertilizers by the due date.
31. SLTEC Fertilizers may at any time at its sole discretion and without being under any duty or obligation to provide reasons, alter or terminate the Customer's credit limit or payment terms without notice.

Reward Payment

32. SLTEC Fertilizers may, in its absolute discretion, remunerate the Customer in accordance with terms as notified to the Customer by SLTEC Fertilizers from time to time (Reward Payment).

33. Any Reward Payments will be made by SLTEC Fertilizers by crediting the Customer's account with SLTEC Fertilizers.

Alternative payment options

34. SLTEC Fertilizers may, in its absolute discretion, offer the Customer:
- (a) subject to SLTEC Fertilizers' normal credit procedures, credit to a limit established on an individual account basis to facilitate payment for purchases under these Terms and Conditions; or
 - (b) other payment options from time to time.

Despatch of Products

35. SLTEC Fertilizers will nominate the despatch location of Products the subject of Orders.

Risk and Property

36. The risk of loss of, or damage to, the Products will pass to the Customer on despatch of the Products from the nominated despatch point, and the Customer must insure the Products until sold or used by the Customer.
37. Property in, and ownership of, the Products will not pass from SLTEC Fertilizers to the Customer until the whole amount payable to SLTEC Fertilizers in respect of those Products has been paid in full to SLTEC Fertilizers.
38. If Products are damaged or destroyed before property passes to the Customer, SLTEC Fertilizers may (in addition to any other right or remedy under these Terms and Conditions) receive all insurance proceeds payable for the damaged or destroyed Products, whether or not the Price in respect of the Products has become payable under these Terms and Conditions. These Terms and Conditions are sufficient evidence of SLTEC Fertilizers' right (as against the Customer) to receive payment of the insurance proceeds without the need for further inquiry by any person dealing with SLTEC Fertilizers.
39. If payment is not made by the Customer on the due date, the Customer must deliver the Products to SLTEC Fertilizers on demand. If the Customer does not comply with such a demand, SLTEC Fertilizers, its employees or agents may:
- (a) enter the Customer's premises at any time to do all things necessary in order to take possession of the Products, and the Customer must procure the consent of all other persons having any interest in the premises where the Products are situated to entry of those premises by SLTEC Fertilizers, its employees or agents; and
 - (b) credit the Customer's account with the lower of the Price for the Products or the net realisable value of the Products, or re-sell the Products and apply the proceeds of sale in reduction of the outstanding balance due to SLTEC Fertilizers under these Terms and Conditions.
40. The Customer must pay SLTEC Fertilizers any expense of repossession, transportation, storage or re-sale incurred by SLTEC Fertilizers. If SLTEC Fertilizers re-sells the Products, it must account to the Customer for any balance remaining after deduction of any costs and payment of all amounts due to SLTEC Fertilizers under these Terms and Conditions.

Property rights, interests and intellectual property of SLTEC Fertilizers

41. The Customer acknowledges that all property rights in the Products (prior to SLTEC Fertilizers receiving payment for such Products) and in all intellectual property associated with those Products are, and will be, owned solely by SLTEC Fertilizers. The Customer must use its best endeavours to safeguard the property rights of SLTEC Fertilizers (including the Intellectual Property Rights (defined below)).
42. The Customer must:
- (a) immediately notify SLTEC Fertilizers of any improper use of SLTEC Fertilizers' patents, trade secrets, trade marks, logos, copyright, designs or other intellectual property rights (Intellectual Property Rights) which come to its notice;

- (b) at the request of SLTEC Fertilizers, assist SLTEC Fertilizers in taking all steps to defend the property rights and the Intellectual Property Rights of SLTEC Fertilizers;
- (c) not make any use of the property rights and Intellectual Property Rights other than as permitted by these Terms and Conditions or in such manner and style and in such circumstances as approved by SLTEC Fertilizers;
- (d) not adapt, use or register any trade mark, trade name, trading style or corporate name which could infringe or impair or which is intended to impair the Intellectual Property Rights or any registrations thereof; and
- (e) at the written request of SLTEC Fertilizers, cease using the Intellectual Property Rights and, as soon as reasonably practicable after such request, remove all signage and branding associated with the Intellectual Property Rights from its premises and equipment.

PPSA further assurances

43. The Customer consents to SLTEC Fertilizers perfecting its interest in any goods provided by SLTEC Fertilizers to the Customer by registration under the PPSA and agrees to do anything reasonably requested by SLTEC Fertilizers to enable it to do so.

End-user complaints

44. The Customer must promptly and fully report to SLTEC Fertilizers any complaints it receives from End Users concerning the Products and the Customer must cooperate with SLTEC Fertilizers in handling such complaints.

Compliance and fitness of Products

45. It is the Customer's responsibility to comply with all laws and requirements of any regulatory authority applicable to the Customer's business, in particular the Privacy Act 1988 (Cth), and all those laws and regulatory requirements relating to the environment, health, safety, storage, transport, handling and sale of Products and formulation and sale of any blends using any Products supplied by SLTEC Fertilizers under these Terms and Conditions.
46. The Customer must comply with any processes, material safety data sheets (or similar documents), instructions or reasonable directions of SLTEC Fertilizers issued in connection with the Products (including any blends).
47. The Customer must not use or re-sell the Products for use in an application or purpose other than those applications or purposes for which SLTEC Fertilizers recommends the Products, as set out in SLTEC Fertilizers' sales and promotional material and material safety data sheets (or similar documents).
48. The Customer acknowledges that it alone is responsible for determining the fitness of the Products for the purpose in which the end user intends to use them.
49. Any suggested rates or methods of application of SLTEC Fertilizers Products or the suitability of any SLTEC Fertilizers Products to any crop or plantation that are contained in any SLTEC Fertilizers publications, whether printed material or stored electronically are for typical Australian conditions and are provided for use as a guide only.
- (a) Climatic conditions, water quality, soil types, plant health, processes and application methodology differ for every Customer and End User and as such, SLTEC Fertilizers disclaims any responsibility for Customers or End Users relying on any such suggested application rates.

Packaging (1,000 Litre Intermediate Bulk Containers ("IBC"))

50. For any Products that are supplied to the Customer by SLTEC Fertilizers in an IBC, the following applies:
- (a) An IBC Deposit of \$250 will be charged to the Customer for any returnable IBC supplied to the Customer containing the Products;
 - (b) The IBC deposit amount of \$250 is payable in accordance with clause 27.

- (c) Upon return of the IBC to SLTEC Fertilizers, a credit of \$250 will be applied to the account of the Customer to offset against future orders. Any applicable credit for the return of an IBC is subject to the following:

- (i) The period of use for IBC's is six months or such other reasonable time as determined by SLTEC Fertilizers and advised in writing prior to despatch, having regard to the circumstances in which the IBC is supplied. Should an IBC be returned outside of this period, the credit will not be applied.
- (ii) The Customer will be liable for IBC's not returned in the same condition as they were supplied (fair wear and tear excepted), and will be charged replacement value or repair cost, whichever is applicable.
- (iii) Where IBC's have been returned with parts missing, the credit will be reduced as follows:

- 1 Missing Camlock: \$17.50 inc GST.
- 2 Missing Dustplug \$5.50 inc GST
- 3 Missing 2 Way Air Vent \$30.80 inc GST

51. IBC's which are not returned to SLTEC Fertilizers within the time determined by SLTEC Fertilizers pursuant to clause 50(c)(i) will;

- (a) be deemed to have been purchased by the Customer for \$250 including GST. If an IBC Deposit was not charged for any reason, an invoice to recover the cost of the IBC will be issued to the Customer.
- (b) remain the property of the Customer. Should such IBC's be returned to SLTEC Fertilizers Tongala depot, SLTEC Fertilizers will isolate and keep such IBC's available for pick up by the Customer or use in future deliveries of Products to the Customer provided they are in acceptable condition for transporting the Products.

52. It is the Customer's responsibility and at the Customer's cost to return empty IBC's to the location from which they were despatched or to any other location nominated by SLTEC Fertilizers.

53. At all times, returnable IBC's supplied by SLTEC Fertilizers will remain the property of SLTEC Fertilizers and must not be used or filled with any other liquid or substance than the particular SLTEC Fertilizers Product contained in the IBC at the time of despatch.

54.

Transportation

55. In the event that the Customer collects the Products from SLTEC Fertilizers, the Customer or End User alone is responsible for ensuring that the transportation of the Products is carried out in accordance with National and any applicable State road transport load restraint rules and requirements.

56. SLTEC Fertilizers disclaims any liability for any loss or damage occurring as a result of any failure to adequately restrain loads or correctly carry loads in accordance with the applicable weight restrictions of the transportation vehicles or of the roads being travelled upon

Tank Cleanliness

57. In the event that SLTEC Fertilizers delivers Product to a Customer or End User and transfers the Product to a holding facility (Bulk Liquid Fertilizer Tank, IBC or other) already present at the premises of the Customer or End User, it is the sole responsibility of the Customer to ensure that the holding facility is clean and in a sound condition to accept the transfer of the Product into the holding facility.

58. SLTEC Fertilizers disclaims any liability for any fertiliser contamination, loss of Product, crop damage, soil damage or non-compatibility issues arising from holding facilities not being cleaned or being fit for the purpose for the holding of the Product.

Restriction on sale

59. The Customer must not, without SLTEC Fertilizers' written approval:
- (a) place any Order; or

- (b) sell any Products, where it is aware, or it could reasonably be expected that it would be aware, that the End User proposes to re-sell or re-supply the Products.
60. If the Customer breaches clause 58, then the Price of Products purchased in contravention of clause 58 will not be included in calculating any Reward Payment.

Right to vary Products

61. SLTEC Fertilizers may, at any time:
- (a) vary the Products by notifying the Customer that particular Products may no longer be sold by the Customer; or
 - (b) vary the Products by notifying the Customer that new products can be sold by the Customer.
62. SLTEC Fertilizers will notify the Customer of any variation to the Products by issuing a revised Price List.

Confidentiality

63. The Customer must not, except in confidence to the Customer's officers, employees or professional advisors (on a need to know basis), disclose to any other person:
- (a) any confidential information in relation to the Products;
 - (b) any confidential information in relation to SLTEC Fertilizers' affairs or business or method of carrying on business;
 - (c) details of any Reward Payment; or
 - (d) details of any agreement for the supply of Products or Services or any Purchase Contract.

PPSA Confidentiality Agreement

64. SLTEC Fertilizers and the Customer each agree that they will not disclose any information of the type specified in section 275(1) of the PPSA other than:
- (a) in confidence to its officers, employees or professional advisers on a need to know basis;
 - (b) in confidence with the other's consent (such consent not to be unreasonably withheld or delayed); or
 - (c) as required by any law (other than section 275(1) of the PPSA), regulatory authority or any stock exchange.

Indemnity

65. The Customer must indemnify and keep indemnified SLTEC Fertilizers and each of its officers, employees and agents (for each of whom SLTEC Fertilizers holds the benefit of this indemnity upon trust) against any Loss which any such person may incur or be subjected to in respect of or arising from:
- (a) the negligence, wrongful act or omission, breach of statutory duty or wilful default of the Customer or its officers, employees, agents or contractors;
 - (b) any injury to or death of any person or any damage to or loss of property connected with the conduct, operations or performance of the business of the Customer;
 - (c) transport, storage, blending, repackaging, re-bagging, spreading or other handling of the Products by the Customer;
 - (d) misuse of Products by the Customer;
 - (e) warranties or representations made by the Customer in relation to the Products; or
 - (f) any breach of these Terms and Conditions by the Customer.

Limitation of Liability

66. Except for the warranties expressly made in these Terms and Conditions, all conditions, warranties, undertakings or representations, express or implied, arising by statute, general law or otherwise are expressly excluded by SLTEC Fertilizers to the extent permitted by law.

67. The liability of SLTEC Fertilizers to the Customer or any third party for any Loss relating to the Products is limited (to the full extent permitted by law) to the lesser of:
- (a) replacing the Products, the subject of the Loss; or
 - (b) the cost of replacing the Products, the subject of the Loss.
68. In the case of the provision of any Services, the liability of SLTEC Fertilizers is limited (to the full extent permitted by law) to the lesser of:
- (a) the re-supply of the relevant Service, the subject of the Loss; or
 - (b) the payment of the cost of supply of the relevant Service.
69. For the avoidance of doubt, clauses 62 and 63 do not relate to SLTEC Fertilizers' liability (if any) to the Customer for breach of SLTEC Fertilizers' obligations to make Product available in accordance with clause 18. SLTEC Fertilizers' liability (if any) for such breach is limited to crediting the amount of the Supply Shortfall Fee to the Customer's account with SLTEC Fertilizers.
70. Nothing in these Terms and Conditions is intended to exclude, restrict or modify the operation of section 274 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).
71. SLTEC Fertilizers is not liable to the Customer or any third party for any exemplary, special, indirect, incidental or consequential loss or damage or any actual or prospective lost revenue or profits.

Enforcement provisions of the PPSA

72. The parties contract out of each provision of the PPSA which, under section 115(1) or 115(7) of that Act, they are permitted to contract out of.
73. Each party waives its right to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive.
74. Each party waives its rights to receive anything from any other party under section 275 of the PPSA and agrees not to make any request of any other Party under that section.

Force majeure

75. SLTEC Fertilizers will not be liable to the Customer for any failure to fulfil, or delay in fulfilling, in whole or in part, its obligations under these Terms and Conditions to the extent those obligations are affected by Force Majeure.

Change in control

76. The Customer must promptly notify SLTEC Fertilizers in writing of any change to the management, control or ownership of the Customer.

Set-off

77. Notwithstanding anything else in these Terms and Conditions, SLTEC Fertilizers may set-off against payments due to the Customer against any amounts that the Customer owes to SLTEC Fertilizers.

Expenses incurred by Customer

78. No claims for, or deductions in respect of, expenses incurred by the Customer in the performance of its functions and duties under these Terms and Conditions will be made or allowed except with the prior consent of SLTEC Fertilizers.

Waiver

79. The failure of a party at any time to require performance of any obligation under these Terms and Conditions is not a waiver of that party's right to claim damages for breach of that obligation or at any other time, to require performance of that or any other obligation under these Terms and Conditions, unless written notice to that effect is given.

General Lien

80. In addition to any right of lien which SLTEC Fertilizers may be entitled to at law, SLTEC Fertilizers will be entitled to exercise a general lien over all items in its possession belonging to the Customer, until the Customer has paid in full for all Products and Services supplied by

SLTEC Fertilizers to the Customer. After giving reasonable notice to the Customer, SLTEC Fertilizers may in its sole discretion sell any item that is subject to the lien, and after discharging in full any amounts owing to SLTEC Fertilizers, will pay any surplus proceeds to the Customer.

Governing law

81. These Terms and Conditions are governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the Courts of Victoria.

Severance

82. Each provision of these Terms and Conditions is deemed to be separate and severable from the other provisions. To the extent any provision is invalid or unenforceable in any jurisdiction, this will not:
- (a) invalidate the remaining provisions of these Terms and Conditions in that jurisdiction; or
 - (b) affect the validity or enforceability of that provision in any other jurisdiction.

Notice

83. Any notice, demand, consent, approval, authorisation or other communication (Notice) contemplated by, or given or made under, these Terms and Conditions must be in writing and signed by a person duly authorised by the person giving the Notice. Notices must either be delivered to the intended recipient by prepaid post or by hand, fax or email to the address, fax number or email address provided by the intended recipient for that purpose.

GST and Other Taxes

84. If GST is payable on a Taxable Supply made under, by reference to or in connection with these Terms and Conditions, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive. The GST Amount must be paid at the same time and in the same manner as the GST-exclusive Consideration is otherwise to be paid or provided.
85. Any reference in the calculation of an amount for a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
86. Any reference in these Terms and Conditions to value, sales, revenue or a similar amount (Revenue), is a reference to that Revenue exclusive of GST.
87. Any reference in these Terms and Conditions (other than in the calculation of Consideration) to cost, expense or other similar amount (Cost) is a reference to that Cost exclusive of GST.
88. All stamp duty (including fines, penalties and interest) payable on or in connection with these Terms and Conditions and any instrument executed under or any transaction evidenced by these Terms and Conditions must be borne by the Customer.

Defined Terms

The following definitions apply unless the context requires otherwise:

Authority means any national, state, local, regional, territorial or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.

Contract Period means the period of time during which the Customer and SLTEC Fertilizers must satisfy their obligations in accordance with clauses 17 and 18.

Contract Volume means the volume of Product set out in the Purchase Contract.

Consideration, GST and GST Group have the meaning given by the GST Law.

Customer means any party that acquires Products and/or Services from SLTEC Fertilizers or proposes to acquire Products and/or Services from SLTEC Fertilizers.

Despatch Volume Shortfall means, in relation to a Purchase Contract, the volume of Product (other than blends of Products) equal to:

90% of the Contract Volume

less

the volume of Product actually despatched to the Customer in the relevant Contract Period.

End User means the person, corporation or otherwise actually applying or utilising the Products or Services to their soil, crops or plantations.

Force Majeure means an event or failure to act which is beyond the control of SLTEC Fertilizers and includes:

- (a) an act of God (other than adverse weather);
- (b) cyclones, fire, flood, plague or other epidemic;
- (c) damage to, destruction or inoperability of, breakages or accidents to plant, equipment or machinery;
- (d) act of a Government, acts of war (whether declared or not declared or a war like situation), acts of public enemies, terrorist acts, riots, civil commotions, sabotage, quarantine, restriction, explosion or embargo; and
- (e) law, order, rule, regulation, act, restraint, omission, direction or failure to act of any Authority;
- (f) inability to obtain or failure to obtain any necessary approvals, consents, permits or licences from any Authority;
- (g) any situation giving rise to an event of force majeure under a contract for:
 - (i) the purchase of the Product by SLTEC Fertilizers or a related company of SLTEC Fertilizers; or
 - (ii) the transport of the Product by or on behalf of SLTEC Fertilizers or a related company of SLTEC Fertilizers.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of that Taxable Supply.

GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), or, if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Intellectual Property Rights has the meaning given to that term in clause 42(a).

Loss includes any damage, loss, cost, liability, charge, expense, diminution in value or deficiency of any kind or character.

Non Compliance Fee is calculated as 15% of the Price multiplied by the Despatch Volume Shortfall.

Order means a Purchase Order or Standard Order, as appropriate.

PPSA means the Personal Property Securities Act 2009 (Cth).

Price means:

- (a) the net price listed on the Price List applicable as at the date of despatch or as otherwise notified to the Customer by SLTEC Fertilizers;
- (b) the price set out in the Quotation or the price determined using the calculation set out in the Quotation; or
- (c) the price nominated by SLTEC Fertilizers from time to time for the purposes of a promotion,

including in each case, for the avoidance of doubt, any GST Amount payable.

Price List means the price list issued by SLTEC Fertilizers from time to time for the locality in which the Customer's business is located.

Products means the SLTEC Fertilizers products.

Purchase Contract means the agreement formed between SLTEC Fertilizers and a Customer following SLTEC Fertilizers acceptance of a Purchase Order.

Purchase Order means an Order submitted by the Customer in pursuance of a Purchase Contract.

Quotation means an offer to the Customer by SLTEC Fertilizers to make a volume of Product available to the Customer at the Price during the Contract Period.

Services means any services offered in connection with the Products, including, without limitation, those services listed on the Price List.

Standard Order means an order submitted by the Customer for Products at the Price listed on the current Price List.

Supply Shortfall Fee is calculated as 15% of the Price multiplied by the Supply Volume Shortfall.

Supply Volume Shortfall means, in relation to a Purchase Contract, that volume of Product equal to: 90% of the Contract Volume

less

the volume of Product actually made available to the Customer in the relevant Contract Period.

Taxable Supply has the meaning given by the GST Law excluding the reference to section 84-5 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).