

# ACCELERATE TERMS AND CONDITIONS



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## Introduction

By accepting credit from Agfarm Pty Ltd ACN 106 819 167 as trustee for the Agfarm Unit Trust (Agfarm) for the purpose of purchasing or obtaining the benefit of Crop Related Supplies from Participating Suppliers You irrevocably agree to be bound by these terms and conditions. Words used in these terms and conditions have the meaning given to them in clause 51.

## Extension of credit for the purpose of purchasing Crop Related Supplies

1. Agfarm will, subject to clause 5, during the Credit Period extend to You credit for the sole purpose of purchasing or obtaining the benefit of from Participating Suppliers Crop Related Supplies in accordance with these terms and conditions.
2. Each instance of credit extended to You by Agfarm is referred in these terms and conditions as an Advance.
3. The value of an Advance is the full GST inclusive retail price and freight cost (if applicable) of the Crop Related Supplies ordered by You from a Participating Supplier, or otherwise supplied to You by a Participating Supplier, as specified in the invoice provided by the Supplier to You for those Crop Related Supplies.
4. An Advance is made by Agfarm on the date payment is due to the Supplier for Crop Related Supplies as specified in the invoice provided by the Supplier to You for those Crop Related Supplies (Advance Date). The Advance will be paid directly by Agfarm to the Supplier on Your account such that, insofar as the Crop Related Supplies are goods, title to those Crop Related Supplies will pass to You on the Advance Date in the same way as if You had paid the Supplier directly for the Crop Related Supplies on that date.
5. Agfarm is only obliged to make an Advance if on or prior to You making the order:
  - a. You have executed and delivered to Agfarm the Credit Confirmation Form; and
  - b. You have executed and delivered to Agfarm the Crop Security Deed; and
  - c. You have executed and delivered to Agfarm the Direction to Pay; and
  - d. Agfarm is satisfied that no Event of Default has occurred and is continuing and that the extension of credit or further credit to You (as applicable) will not result in the occurrence of an Event of Default; and
  - e. the sum of the then Unpaid Amount and the new Advance to be made if the order is accepted, does not exceed Your Credit Limit.
6. Under no circumstances will Agfarm make any advance to You in cash, in respect of any goods or rights other than Crop Related Supplies, in respect of any goods or rights which are not supplied by a Participating Supplier or for credit with any person other than Participating Suppliers.
7. You will during the Credit Period order or otherwise acquire from Participating Suppliers under the auspices of these terms and conditions Crop Related Supplies of a total value not less than the Minimum Season Advance.
8. You must only use Crop Related Supplies in connection with the planting of the Committed Area and/or the sowing, maintenance and harvest of the Crop. You must provide to Agfarm upon request at any time such evidence of Your compliance with this clause as Agfarm reasonably requires.
9. You acknowledge and agree that:
  - a. You incur a debt to Agfarm at each time Agfarm makes an Advance to You, in the amount of the Advance, which is repayable by You together with interest calculated and payable in accordance with these terms and conditions;
  - b. the Supplier Conditions of Sale govern the supply of Crop Related Supplies supplied to You by that Supplier under the auspices of these terms and conditions;
  - c. You may not claim or assert a set-off, counterclaim or defence in connection with your obligations under the Transaction Documents or withhold monies payable by You to Agfarm under the Transaction Documents and you waive all rights to do so; and
  - d. You may not refuse to perform any obligation arising under or in relation to a Transaction Document or claim relief from any such obligation on the basis of any Claim You may have against any person.

## Interest and Commitment Fee

10. Interest will accrue daily at the Interest Rate on the Principal Outstanding. All interest accrued will be capitalised on the last day of each calendar month and form part of the Principal Outstanding.
11. The Interest Rate will be the Higher Rate but if:
  - a. payment of the Unpaid Amount, including interest calculated and capitalised at the Lower Rate, is received by Agfarm in accordance with clause 13 or 18; and
  - b. there has in the intervening period been no unwaived Event of Default which subsists on the date of payment,Agfarm will accept payment of interest calculated and capitalised at the Lower Rate instead of an interest calculated and capitalised at the Higher Rate.
12. You acknowledge and agree that the Commitment Fee is payable by You in accordance with these terms and conditions and forms part of the Principal Outstanding.

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## Repayment of Your debt to Agfarm

13. You must pay to Agfarm the Unpaid Amount by any one or a combination of the following means:
  - a. delivering to Agfarm at an Approved Site during the Delivery Period a total volume of Commodity as is equal to the Unpaid Amount. Delivery under this clause may be made in more than one instalment and instalments may be delivered at different Approved Sites;
  - b. paying to Agfarm the proceeds of delivery to one or more Third Party Participating Acquirers at an Approved Site during the Delivery Period of a total volume of Commodity the aggregate proceeds of which are equal to the Unpaid Amount. Payment under this clause may be made in more than one instalment and instalments may be paid by paying the proceeds of Commodity delivered to different Third Party Participating Acquirers at different Approved Sites; or
  - c. before or during the Delivery Period applying an Advance Payment You have requested or are deemed to have requested, and have been approved by Agfarm to receive.
14. The Commodity You deliver under clauses 13(a) and (b) must be Harvested Commodity save only to the extent that the volume or proceeds of such Harvested Commodity are insufficient to discharge Your delivery or payment obligations under that clause, in which case You must (i) deliver other Commodity to Agfarm at an Approved Site; or (ii) deliver other Commodity to one or more Third Party Participating Acquirers at an Approved Site and pay to Agfarm the proceeds, to make up the shortfall unless clause 18 applies.
15. The value of each instalment of Commodity delivered for the purpose of clause 13(a) will be calculated on the cash price posted by Agfarm at the relevant Approved Site on the date of delivery for the type and Grade of the Commodity delivered or such other price agreed by Agfarm in writing prior to delivery.
16. If the total value of Commodity You deliver to Agfarm exceeds the Unpaid Amount Agfarm will promptly account to You for the excess.
17. Commodity will only be taken as delivered in satisfaction of clause 13(a) if You have complied with clause 25 in respect of the Commodity. Rejection of Commodity delivered by You (for any reason whatsoever) will not relieve You of Your obligation to pay to Agfarm any portion of the Unpaid Amount in accordance with clause 13.
18. If Your Crop is destroyed You may also discharge Your obligation to pay to Agfarm the Unpaid Amount in accordance with clause 13 by paying to Agfarm by no later than the last Business Day of the Delivery Period the then Unpaid Amount. You may not otherwise discharge Your obligation under clause 13 by cash payment unless Agfarm gives its prior written consent or demands payment in accordance with clause 35.

## Priority of application of delivery or payment credit

19. You unconditionally and irrevocably agree that Agfarm may apply the credit to You generated by Your delivery of Commodity, and any payment made by You, in accordance with clause 13 or 18, in the following order of priority:
  - a. first, in payment of all Charges and Levies which apply or have been incurred, or which Agfarm reasonably anticipates will apply or be incurred, in connection with Commodity delivered by You under the auspices of these terms and conditions;
  - b. second, in payment of interest accrued on the Principal Outstanding; and
  - c. third, in payment of the Principal Outstanding.

## Title and risk

20. Title and risk to Commodity delivered by You to Agfarm under these terms and conditions passes to Agfarm when:
  - a. if physical delivery is made, You or Your agent have delivered the Commodity to the bulk handler at the Approved Site and signed a weigh note effecting delivery to Agfarm; or
  - b. if delivery is made by in-store transfer, upon the bulk handler at the Approved Site registering Agfarm as the owner of the Commodity.

## Delivery

21. If You deliver Commodity by in-store transfer You must ensure that separate weigh notes are generated at the Approved Site in respect of the Commodity and retain them so that Agfarm may verify that You have complied with Your obligations under these terms and conditions.
22. Physical deliveries to Agfarm will be made on a load by load basis with individual quality data provided for each load.
23. When You have delivered Commodity to Agfarm under these terms and conditions, Agfarm will allocate the Commodity to a Grade. This allocation is at Agfarm's discretion and is final and binding.

## Weight

24. The weight of Commodity delivered to Agfarm will be determined according to the original weighbridge tickets produced by the bulk handling company at the Approved Site or, if Agfarm considers that the weight specified on any of those tickets is manifestly wrong, such other weight as Agfarm acting reasonably considers appropriate.

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## Receival Standards

25. You must ensure that Commodity delivered by You complies with the applicable grain receival standards that the Acquirer requires at the time of delivery and all relevant State and Federal pesticide treatment legislation or standards in relation to pesticide in grains intended for stock feed and/or for human consumption or industrial purposes.

## The Crop and Harvested Commodity

26. You must:
- plant and manage the Crop in accordance with sound farming practices;
  - allow Agfarm and its agents and contractors such access to the Committed Area and surrounding land as they reasonably require to inspect the Crop and/or monitor Your compliance with the Transaction Documents;
  - use all reasonable endeavours to prevent damage to the Crop;
  - procure the harvest of the Crop in an efficient and timely manner;
  - unless and until You have paid the whole of the Unpaid Amount, promptly deliver to one or more Participating Acquirers all Harvested Commodity in accordance with clause 13(a) or (b);
  - not dispose of any Harvested Commodity to any person other than Participating Acquirers until You have paid the whole of the Unpaid Amount in accordance with clause 13; and
  - upon request from Agfarm promptly provide Agfarm with such information as Agfarm may in its discretion require relating to the Crop, the Harvested Commodity and/or Your compliance with the Transaction Documents.

## Crop Damage and Failure

27. You will notify Agfarm if at any time prior to harvest You become aware that the Crop will or is likely to substantially fail or yield a volume of Commodity materially less than that which could reasonably be expected having regard to Your production history and the circumstances which prevailed at the time the Crop was planted. Without limiting the foregoing You will give Agfarm written notice within 48 hours of the Crop or any part of it being destroyed or materially damaged.

## Encumbrances

28. You must not without Agfarm's prior written consent during the Credit Period grant, purport to create or allow to come into existence any Encumbrance over the Crop, the Commodity harvested or to be harvested from the Crop or the proceeds of sale of that Commodity.

## Set-off

29. Agfarm may, at its discretion, set off any amount that is or may become payable or owing by Agfarm to You against any amount that You owe to Agfarm or any of Agfarm's Related Bodies Corporate on any account whatsoever.

## Force Majeure

30. If You are affected, or likely to be affected, by a Force Majeure Event You must immediately notify Agfarm of that fact including:
- full particulars of the Force Majeure Event;
  - an estimate of its likely duration;
  - the obligations affected by it and the extent of its effect on those obligations; and
  - the steps taken (or that You propose to take) to rectify it.
31. If You claim that a Force Majeure Event exists, You must use Your best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible.
32. Subject to You discharging Your obligations under clauses 30 and 31, Your obligations under these terms and conditions will be suspended to the extent to which they are affected by the relevant Force Majeure Event for as long as the event continues.

## Warranties

33. You represent and warrant at each time of You making an order for Crop Related Supplies from a Participating Supplier, the making of an Advance by Agfarm and delivery of Commodity by You to an Acquirer that:
- You have full legal capacity and power to enter into the Transaction Documents and to exercise Your rights and perform Your obligations under them;
  - no Insolvency Event has occurred in respect of You, and if such an event does occur You will notify Agfarm immediately;
  - all information that You have provided to Agfarm, including in Your Application, is true and complete and not misleading;

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- d. You have disclosed to Agfarm any Encumbrances which exist over the Crop, the Commodity harvested or to be harvested from the Crop and the proceeds of sale of that Commodity;
- e. in relation to any Commodity delivered by You to an Acquirer which is the subject of an Encumbrance, You have obtained the written consent of the holder of the Encumbrance to the delivery of the Commodity to Participating Acquirers in accordance with these terms and conditions;
- f. You have obtained the written consent of the mortgagee (if applicable) and registered proprietor of the land comprising the Committed Area and surrounds, to You entering into the Transaction Documents and performing Your obligations thereunder;
- g. You have good right, title and interest in the Commodity delivered by You to each Acquirer;
- h. title to the Commodity delivered by You will transfer to the Acquirer in accordance with clause 20;
- i. You have complied with clause 25; and
- j. You are registered for GST.

## Events of Default

34. Each of the following is an Event of Default:
- a. You become, or admit in writing that You are, or are declared to be, or are deemed under any applicable law to be, insolvent or unable to pay Your debts as and when they fall due;
  - b. You cease or threaten to cease to carry on Your business or a material part of Your business or You dispose of or threaten to dispose of substantially all of Your assets;
  - c. if You are an individual, You die, or are made or declared bankrupt, or become incapable of managing Your own affairs, or are jailed or a receiver and manager or receiver is appointed in respect of any of Your assets, or such appointment is threatened or proposed, or You enter into any arrangement reconstruction or composition with Your creditors or any of them or propose to do so;
  - d. if You are a partnership, any of the following occurs:
    - i. the dissolution of the partnership;
    - ii. any application to a court is made for the dissolution of the partnership; or
    - iii. any change to the partnership without the Agfarm's consent;
  - e. if You are a company, an application is filed or an order is made or a resolution is passed for the Your winding up, or any meeting is convened for the purpose of considering any such resolution;
  - f. if You are a company, an administrator, receiver and manager, receiver or liquidator is appointed to You or any of Your assets, or such appointment is threatened or proposed, or You enter into any arrangement reconstruction or composition with Your creditors or any of them or propose to do so;
  - g. You fail to pay on time any amount which is due and payable by You under these terms and conditions or any other Transaction Document;
  - h. You fail to perform or comply with any provision of any Transaction Document (other than a failure referred to elsewhere in this clause 34) or attempt to repudiate or revoke any Transaction Document or any provision thereof;
  - i. any representation or warranty made by You in any Transaction Document is untrue or misleading (whether by omission or otherwise) in any material respect; or
  - j. You cease to be the registered proprietor of, or have a binding legal right to exclusively occupy:
    - i. the land which comprises the Committed Area; and/or
    - ii. the land which affords vehicular access to the Committed Area from a public road .
35. On the occurrence of an Event of Default, Agfarm may, by notice to You, declare that the whole of the Unpaid Amount is due and payable, in which case You must immediately pay that amount to Agfarm.

## Indemnity

36. You agree to indemnify and hold harmless Agfarm:
- a. against any Claim made against Agfarm by any person claiming an interest in any Commodity delivered by You or the proceeds of sale of such Commodity, regardless of whether You have notified Agfarm of such an interests;
  - b. in respect of all Charges and Levies;
  - c. for any Losses suffered or incurred by Agfarm in connection with:
    - i. Your breach, revocation or repudiation of any Transaction Document;
    - ii. any representation, warranty or statement made or repeated by You under any Transaction Document being untrue or misleading (whether by omission or otherwise); and

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iii. for all government charges and any taxes (including GST but excluding income tax), duties and charges payable in respect of any Transaction Document and the transactions contemplated by them.

## PPSR

37. If requested by Agfarm in writing, You will at Your expense register on the Personal Property Securities Register Your interest in the Harvested Commodity or any part of the Harvested Commodity which You have stored in a warehouse or similar facility operated by a third party. Agfarm may make such a request on more than one occasion.
38. Each interest registered on the Personal Property Securities Register pursuant to clause 37 must (to the extent possible) be registered as a purchase money security interest as that term is defined in section 14 of the PPSA.

## Licence

39. You grant to Agfarm and its agents and contractors for such time as any of the Unpaid Amount remains outstanding a licence to enter upon the Committed Area and surrounding land as to allow Agfarm and its agents and contractors to:
  - a. inspect the Crop;
  - b. inspect the Harvested Commodity; and/or
  - c. monitor Your compliance with the Transaction Documents.

## Statements Conclusive

40. A statement signed by Agfarm or by an authorised representative as to any matter or of any amount (including, without limitation, the determination of amounts owing by You) at the date specified in the statement is conclusive in the absence of manifest error.

## GST

41. Words defined in the GST Law have the same meaning in this section.
42. Insofar as the delivery of Commodity under these terms and conditions constitutes a taxable supply:
  - a. the value of Commodity to be delivered by You and calculated under clause 15 includes GST;
  - b. You must remit GST to the Commissioner of Taxation payable on the taxable supply in accordance with the GST Law; and
  - c. You authorise Agfarm to issue a Recipient Created Tax Invoice and adjustment note on Your behalf in respect of the taxable supply.
43. You will notify Agfarm immediately if You cease to be registered for GST. If You are not registered for GST at the time a Recipient Created Tax Invoice is issued by Agfarm that invoice will not be treated as a Recipient Created Tax Invoice.

## Communication

44. All communications in connection with these terms and conditions must be in writing and sent to Agfarm as follows:

**Attention:** Chris Nikolaou – General Manager Merchandise  
**Postal Address:** GPO Box 5072, Sydney NSW 2001  
**Email:** cnikolaou@agfarm.com.au

## Waiver

45. If Agfarm elects not to exercise any of its rights arising from a breach of a Transaction Document, it will not constitute a waiver of any rights relating to any other or subsequent breaches that may occur.

## Severability

46. Any part of these terms and conditions, being a whole or part of a clause, will be severable without effecting the validity or enforceability of any of the remaining clauses of these terms and conditions.

## Assignment and Variation

47. Your rights in connection with the Transaction Documents or any of the obligations You have under them cannot be assigned, novated or varied by You without Agfarm's prior written consent.
48. Agfarm may assign or otherwise deal with any right or entitlement it has arising under or in relation to a Transaction Document at Agfarm's discretion.

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## Applicable Law

49. The law of New South Wales applies to these terms and conditions and to each other Transaction Document. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## Further Assurances

50. Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by the Transaction Documents.

## Definitions

51. In these terms and conditions, unless the context requires otherwise:

**Acquirer** means a Participating Acquirer to whom You actually deliver Commodity for the purpose of these terms and conditions.

**Advance** means each instance of credit extended to You by Agfarm under these terms and conditions.

**Advance Date** has the meaning given in clause 4.

**Advance Payment** has the meaning given under the terms and conditions governing Agfarm's "Agfarm Advantage" Commodity marketing products.

**Agfarm Accelerate** means the product governed by these terms and conditions in respect of the Season.

**Application** means, as applicable, the application form executed by You, or submitted by You online, in connection with Agfarm Accelerate for the Season.

**Approved Site** means the bulk handling or delivered consumer sites at or within which any Participating Acquirer will accept delivery of a type of Grade of Commodity for the purpose of these terms and conditions from time to time.

**APSI** means an interest afforded by section 85 of the PPSA.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in Sydney and the capital city of the State of Australia in which the Committed Area is located.

**Charges** means:

- a. all bulk handling charges payable in relation to the receipt and storage of Commodity prior to delivery to Agfarm; and
- b. all transfer fees payable in respect of Commodity which is delivered by You to Agfarm in-store at an Approved Site.

**Claim** means any claim, notice, demand, action, recovery, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Committed Area** has the meaning given in the Credit Confirmation Form.

**Commitment Fee** means the amount equal to 1.5% of Your Credit Limit set out in the Credit Confirmation Form.

**Commodity** means all agricultural commodities and includes without limitation all grains, pulses, oil seeds, rice, corn, sugar and cotton.

**Credit Confirmation Form** means the credit confirmation form issued by Agfarm and executed by You in connection with Agfarm Accelerate for the Season.

**Credit Limit** has the meaning given in the Credit Confirmation Form which may be changed by Agfarm and notified to You from time to time.

**Credit Period** has the meaning given in the Credit Confirmation Form.

**Crop** means the whole of crop grown by You on the land comprising the Committed Area during the Season, regardless of whether or not that Crop is of the Commodity described in the Credit Confirmation Form.

**Crop Related Supplies** means:

- a. crop inputs such as bulk seed, fertilizer, pesticides and herbicides, fuels and lubricants, water and any other goods or services made available for purchase from Participating Suppliers from time to time and approved by Agfarm for the purpose of these terms and conditions and to enable the production of the Crop; and
- b. the legal right to occupy the land comprising the Committed Area granted by a Third Party Lessor to You pursuant to a lease or lease.

**Crop Security Deed** means a crop security deed granting to Agfarm on APSI over the Crop, the Commodity harvested from the Crop and the proceeds of sale of that Commodity in order to secure the performance of Your obligations under these terms and conditions.

**Delivery Period** means the period commencing on the first day of harvest of the Crop and completing on January 15th (winter crop) or July 15th (summer crop).

**Direction to Pay** means an irrevocable direction by You to all persons to whom You may deliver Commodity to directly pay Agfarm for such Commodity in a form satisfactory to Agfarm in its discretion.

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**Encumbrance** means any security for the payment of money or the performance of obligations including a mortgage (including an assignment by way of mortgage), change or any other hypothecation, lien (including, without limitation, a crop lien), pledge, trust or power of any kind whatsoever and includes a security interest within the meaning of section 12 of the PPSA.

**Event of Default** has the meaning given in clause 34.

**Force Majeure Event** means an act of war (either declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, industrial action or labour disturbance, embargo, action or inaction by a government agency, or a failure of a public utility, bulk handling company or common carrier which renders it impossible for You to transport, deliver or transfer Commodity in accordance with these terms and conditions and for the avoidance of doubt specifically excludes:

- a. any event relating to the production or non-production of Commodity (including, without limitation, non-production wholly or partly caused by drought, flood, frost, fire or other weather conditions);
- b. lack of funds for any reason;
- c. inability to use available funds due to any reasons set out in the definition of Force Majeure Event above; or
- d. failing to act with a degree of diligence, foresight and prudence as would reasonably and ordinarily be exercised by skilled and experienced persons in the position of the affected party in the circumstances.

**Grade** means a grade into which Commodity is allocated upon delivery according to various criteria, including variety and other minimum quality parameters.

**GST** means the same as in the GST Law.

**GST Law** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Harvested Commodity** means all Commodity harvested from the Crop.

**Higher Rate** means the interest rate per annum being the sum of the Lower Rate plus 10%.

**Insolvency Event** means, in relation to a person, that person being unable to pay its debts, a receiver, receiver and manager, administrator, provisional liquidator, liquidator or trustee in bankruptcy being appointed to that person or in respect of any of its assets, a resolution being passed or proceedings commenced to bankrupt that person, or if that person makes any composition or arrangement with its creditors.

**Interest Rate** has the meaning given in clause 11.

**Levies** means all industry levies, tolls, fees, charges, duties and other amounts collectible or payable by Agfarm in respect of Harvested Commodity delivered by You under the auspices of these terms and conditions.

**Loss** means any loss, costs, charges, outgoing, liabilities, damages, expenses or indebtedness of any description including the costs of enforcement of any Transaction Document.

**Lower Rate** means the rate of interest per annum initially specified as the 'Commencing Lower Rate' in the Credit Confirmation Form and thereafter as Published by Agfarm from time to time.

**Minimum Season Advance** means \$50,000.

**Participating Acquirer** means Agfarm and any Third Party Participating Acquirer.

**Participating Supplier** means those:

- a. Ruralco stores;
- b. agents of Ruralco;
- c. Town and Country Stores;
- d. CRT stores;
- e. suppliers of fuels and lubricants; and
- f. Third Party Lessors,

(as applicable) specified in the Credit Confirmation Form, and any other suppliers which Agfarm agrees in writing may be a Participating Supplier for the purpose of these terms and conditions.

**Parties** means Agfarm and You.

**PPSA** means the Personal Properties Securities Act 2009 (Cth).

**PPSR** has the meaning given to the term 'register' in the PPSA.

**Principal Outstanding** means the sum of the principal amount of all Advances outstanding from time to time together with all capitalised interest and the Commitment Fee.

**Published** means the making of information available by Agfarm by including that information on Agfarm's website, giving You that information by email, post, facsimile or telephone and by making that information available to You by providing the 1300 243 276 grower enquiry service line.

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**Related Body Corporate** has the meaning given in the Corporations Act 2001.

**Ruralco** means Ruralco Holdings Limited ACN 009 660 879 and its Subsidiaries.

**Season** has the meaning given in the Credit Confirmation Form.

**Subsidiary** has the meaning given in the Corporations Act 2001.

**Supplier** means a Participating Supplier which actually supplies You with Crop Related Supplies for the purpose of these terms and conditions.

**Supplier Conditions of Sale** means the terms and conditions for the sale of Crop Related Supplies published by the Supplier of those Crop Related Supplies from time to time.

**Third Party Lessor** means the registered proprietor or sub-lessor of land comprising the Committed Area which Agfarm in its discretion is satisfied is not related to and has no association with You or (as applicable) Your directors, beneficiaries, guarantors or relatives.

**Third Party Participating Acquirer** means any acquirer to which Agfarm in its discretion allows You to deliver Harvested Commodity for the purpose of these terms and conditions.

**Transaction Documents** means:

- a. these terms and conditions;
- b. the Credit Confirmation Form;
- c. the Crop Security Deed;
- d. the Direction to Pay; and
- e. any other document which the Parties agree, or which You are deemed to agree or accept, is a Transaction Document.

**Unpaid Amount** means the Principal Outstanding and all interest which has accrued thereon from time to time and all Charges and Levies which apply or have been incurred, or which Agfarm reasonably anticipates will apply or be incurred, in connection with Harvested Commodity delivered by You under the auspices of these terms and conditions.

**You** means the person described as the seller in the Credit Confirmation Form and, where there is more than one applicant, the reference to 'You' and 'Your' means each one of You separately and all of You jointly and includes any agent acting on behalf of You.

## Interpretation

52. In these terms and conditions, unless the context requires otherwise:
- a. headings are for ease of reference only and do not affect the meaning of these terms and conditions;
  - b. the singular includes the plural and vice versa;
  - c. other grammatical forms of defined words or expressions have corresponding meanings;
  - d. a reference to a clause is a reference to a clause of these terms and conditions;
  - e. a reference to a document or agreement, including these terms and conditions, includes a reference to that document or agreement as novated, altered or replaced from time to time;
  - f. a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
  - g. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
  - h. words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies, and vice versa;
  - i. "\$" or dollars is a reference to the lawful currency of Australia;
  - j. a reference to time is to the time in Sydney, New South Wales;
  - k. if the day on which any act, matter or thing is to be done under these terms and conditions is not a Business Day, that act, matter or thing may be done on the next Business Day; and
  - l. unless otherwise agreed by the parties in writing, any payment must be made by electronic funds transfer to a bank.