



## OZCROP TERMS AND CONDITIONS

July 2024

### 1. APPLICATION

a. These terms apply to all:

- i. Sales of Products by OzCrop Pty Ltd (hereafter "Seller") to the Buyer.
- ii. Supply of Products to the Buyer on consignment.

b. These terms prevail over any other terms, including the Buyer's terms and conditions.

c. An agreement for sale or supply of Products is accepted when the Seller accepts the Buyer's offer or provides the Products.

### 2. DEFINITIONS

a. ACL: Australian Consumer Law as per the Competition and Consumer Act 2010 (Cth).

b. Buyer: Purchaser of Products from the Seller or anyone holding Products on consignment from the Seller.

c. Default Event: Non-payment, Insolvency Event, or breach of obligations by the Buyer after notice.

d. Delivery: Transfer of Products to a location specified by Seller or Buyer's agent.

e. Force Majeure Event: Events beyond reasonable control, including strikes, acts of God, and terrorism.

f. Insolvency Event: Bankruptcy, receivership, liquidation, or similar event affecting the Buyer.

g. Premises: Locations where Products are stored by the Buyer or for the Seller.

h. Price: Cost of Products according to Seller's pricing policy or website.

i. Product: Goods supplied by the Seller to the Buyer, whether sold or on consignment.

j. PPSA: Personal Property Securities Act 2009 (Cth).

k. Seller: OzCrop Pty Ltd ABN 16 160 656 431.

### 3. EXCLUSION OF WARRANTIES

a. Except as expressly stated or required by law, no other warranties apply to the Products.

b. Buyer acknowledges:

- i. Reliance on Seller's expertise for advice or information is not implied.
- ii. Responsibility for determining suitability of Products lies with Buyer.

#### **4. LIMITATION OF LIABILITY**

- a. Consumer rights under the ACL are unaffected.
- b. Liability of Seller is limited to replacement, supply cost, or refund of Product price.
- c. Seller's liability excludes consequential damages unless required by law.

#### **5. DELIVERY**

- a. Delivery dates are estimates; Seller endeavours to meet them but isn't liable for delays.
- b. Seller notifies Buyer of delayed Deliveries and aims to complete them promptly.
- c. Buyer must accept Products and pay Price despite Delivery delays.

#### **6. PROPERTY**

- a. PPSA governs these terms.
- b. Title of Products remains with Seller until full payment.
- c. Until payment, Buyer maintains Products and allows Seller access for inspection.
- d. Seller may reclaim Products upon Default Event.

#### **7. RISK AND STORAGE**

- a. Risk passes to Buyer upon Delivery unless otherwise agreed.
- b. Buyer must handle, transport, and store Products responsibly.
- c. Buyer complies with all laws and regulations regarding Product storage and use.

#### **8. PRICE AND PAYMENT**

- a. Price is subject to change; Buyer notified promptly of any changes.
- b. Buyer pays invoices within 30 days unless otherwise agreed.
- c. Late payments incur a 1.5% monthly service charge.

#### **9. DEFAULT**

- a. Upon Default Event, Seller may suspend Delivery, cancel orders, or demand immediate payment.
- b. Buyer is liable for all costs related to debt recovery.



## **10. FORCE MAJEURE**

- a. Neither party is liable for failure to perform any obligation due to Force Majeure Events other than being subject to clause 10b.
- b. The Buyer remains liable for payment during Force Majeure Events. Clause 10b does not excuse the buyer from obligations for payment to the seller.
- c. Prompt notification and efforts to minimize disruption are required. If the Force Majeure Event prevents performance of of an obligation for more than 60 days, either party may terminate an order by written notice.

## **11. CONTAINERS**

Containers used for Product delivery remain Seller's property; must be returned in good condition.

## **12. WEIGHT**

Product weight determined by Seller's system; discrepancies must be reported within 48 hours.

## **13. GST**

- a. GST applicable as per GST Act; Buyer pays GST on taxable supplies.
- b. GST amount added to invoice amount where applicable.

## **14. CANCELLATION**

- a. Seller may cancel order due to inability to deliver; Buyer notified promptly.
- b. Buyer's cancellation subject to Seller's policies.

## **15. GENERAL**

- a. Seller may offset amounts owing against any Buyer payments.
- b. Seller's failure to enforce terms doesn't waive rights.
- c. Unenforceable clauses are severed; remainder of terms remain valid.
- d. New South Wales law applies; parties submit to jurisdiction of NSW courts.