

**MACROFERTIL AUSTRALIA PTY LTD
FERTILISER & CROP PROTECTION
GENERAL TERMS AND CONDITIONS (THE "GTCs")
VERSION AS AT: 10 MAY 2018**

1. APPLICATION OF THE CONTRACT

- 1.1 The Buyer may submit an order orally or in writing. The Seller reserves the right to accept or reject (in whole or in part), in its absolute discretion, any order that may be placed by the Buyer.
- 1.2 The Contract will be formed and the Parties bound as at the Contract Effective Date, whether or not the Contract has been recorded in writing as at that time.
- 1.3 The Contract will be recorded by way of issuance of the Contract Documents at the time these documents are issued by the Seller on its own behalf and on behalf of the Buyer.
- 1.4 The Contract applies to the supply of all Product by the Seller to the Buyer and governs all of the Parties' respective rights and obligations in relation to such supply, and the Buyer hereby waives any right it may have to assert to the contrary.

2. CONTRACTUAL PARTIES

- 2.1 The Parties to the Contract are only the Seller and the Buyer. Landmark Operations Ltd is not, and shall never be or construed to become, a party to the Contract.
- 2.2 There is no relationship of agency, partnership, or joint venture as between the Parties.

3. CONTRACT DOCUMENTS

- 3.1 Unless otherwise agreed between the Parties in writing:
- 3.1.1 The Contract shall be comprised of the Contract Documents, as applicable, as follows:
- (a) the Contract Confirmation;
 - (b) the Trading Account Terms (if any);
 - (c) the Quotation Form (if any);
 - (d) the GTCs; and
 - (e) the relevant INCOTERM (being FCA or CPT).
- 3.1.2 If any provision(s) in two or more documents comprising the Contract and dealing with the same subject are inconsistent, then the provisions of the document earlier mentioned in the list of Contract Documents at Clause 3.1.1 shall have priority to and will prevail over the provisions of a document that is later mentioned, to the extent of that inconsistency.
- 3.1.3 A later issued Contract Document has precedence over an earlier issued Contract Document of the same description and dealing with the same subject matter, to the extent of any inconsistency.
- 3.2 The content of any marketing materials or other printed materials or websites shall not be binding upon the Seller unless and until such document is expressly incorporated into the Contract following the mutual agreement of the Seller and the Buyer in writing.

4. CANCELLATION AND VARIATION OF ORDER

- 4.1 The Contract may only be cancelled, amended, or varied by the Parties by agreement in writing.
- 4.2 Should the Seller agree to cancel, amend, or vary the Contract pursuant to the Buyer's request, the Buyer shall be liable and shall indemnify any Loss and Damage suffered by the Seller arising as a result, and the Seller shall have the right, without limitation, to immediately claim the remedies described at Clause 15.

5. QUANTITY

- 5.1 The Seller will use all reasonable endeavours to supply all Product ordered. However, supply of Product shall be at all times subject to availability. The Seller reserves its rights not to supply all or any of an Order, at its absolute discretion.
- 5.2 The weight of the Product shall be determined when it is loaded onboard the Conveyance. The document issued by the Seller which records such weight shall be final and binding as between the Parties, save in the event of fraud or manifest error.
- 5.3 If no allowed variance of volume of Product contractually deliverable is expressly specified in the Contract, then without notice to the Buyer the Seller shall have the right to vary the quantity to the lesser of:
- 5.3.1 +/- 12 (twelve) MTs; or
- 5.3.2 +/- five percent (5%) of the total quantity.
- 5.4 Where the quantity has been varied as provided pursuant to Clause 5.3, as evidenced by the documents, the price shall be adjusted in accordance with the variation on a pro-rata basis and a corresponding invoice issued by the Seller in due course.
- 5.5 The Buyer waives any claim for a shortfall in the quantity of Product supplied unless the Seller is notified in writing of any shortfall within forty-eight (48) hours of Physical Delivery.
- 5.6 Unless otherwise agreed in writing between the Parties, the Seller may at its absolute discretion, supply the Product for Physical Delivery in partial shipments.
- 5.7 Any partial shipments may be individually invoiced to the Buyer, but shall remain part of the original Contract and the Parties' respective obligations in relation to such shipments shall not be fully performed until such time as the entire contractually deliverable quantity has been physically delivered to the Buyer and the Buyer has paid all relevant invoices.

6. QUALITY

- 6.1 The Buyer acknowledges that it is within the usual nature and characteristics of the Product that it may comprise of irregular and/or aggregated matter, and/or may involve blended components, and such matter and components are liable to separation and deterioration in whole or part during loading, transportation or storage.
- 6.2 Following the Buyer's request, and at the Seller's discretion, the Seller may blend Product supplied by it with any other product supplied by the Seller or any other supplier, including but not limited to Flutriafol ("Blended Product"). The Seller does not warrant that such Blended Product will be of merchantable quality, or suitable, appropriate or fit for the purpose to which the Buyer intends to put it. All provisions of these GTCs applicable to Product shall extend to the Blended Product.

- 6.3 The Seller shall not be liable for, and the Buyer waives any right to claim in relation to and shall indemnify the Seller for all Loss and Damage to the extent that same is caused (directly or indirectly) by the handling, storage, use or sale of the Product, or by any negligent act or omission or breach of any law applicable to the handling, storage, use or sale of the Product (including as incorporated into another good or service) by the Buyer or any of its officers, employees, agents or contractors, and as described in Clauses 6.1 and 6.2 or otherwise. This indemnity is a continuing indemnity and is in addition to any statutory rights or remedies the Seller may have or exercise against the Buyer.

7. WARRANTIES

- Except to the extent expressly required by law, the Seller makes no warranties or representations in relation to any goods or services supplied by the Seller other than those expressly agreed with the Buyer in writing, and all terms conditions, warranties and undertakings whether express, implied, statutory or otherwise relating in any way to the Product or the Contract are excluded.

8. DELIVERY

- 8.1 Delivery shall be pursuant to either FCA or CPT INCOTERMS, as specified in the Contract Confirmation.
- 8.2 In relation to all Contracts, risk in relation to costs, charges, and Loss and Damage with respect to the Product shall be deemed to pass from the Seller to the Buyer when the Seller loads the Product onboard the Conveyance at the Location.
- 8.3 In relation to Prepayment Contracts, loading on onboard the Conveyance shall not take place until the Price has been fully paid by the Buyer to the Seller.

FCA TERMS

- 8.4 If the Contract is made pursuant to FCA terms, then unless otherwise agreed between the Parties:
- 8.4.1 Three (3) Business Days before it intends to take delivery of the Product, the Buyer shall contact the Seller and nominate a half (1/2) hour collection window during ordinary business hours on a day within the Delivery Period in which it will take Physical Delivery of the Product. At its option, the Seller shall use reasonable endeavours to make the Product available for Physical Delivery within that collection window, or nominate an alternative time and date with which the Buyer shall comply.
- 8.4.2 Physical Delivery shall take place when the Product is loaded onboard the Conveyance, at any point within the Location at the Seller's option; and
- 8.4.3 The Carrier shall always be at the Buyer's cost and risk, and shall be:
- (a) Arranged by the Buyer, and the Buyer shall be ready in all respects to take Physical Delivery within the Delivery Period, failing which there shall be a default; or
 - (b) Arranged by the Seller if: (i) requested by the Buyer, or (ii) it is commercial practice, and the Buyer does not give contrary instructions in a timely manner.

CPT TERMS

- 8.5 If the Contract is made pursuant to CPT terms, then unless otherwise agreed between the Parties:
- 8.5.1 Physical Delivery shall take place when the Product arrives at any point within the Buyer's Address at the Seller's option, and onboard the Conveyance (and not unloaded). The Buyer shall always be ready to take Physical Delivery at any time, failing which there shall be a default.
- 8.5.2 The Carrier shall be contracted by the Seller to transport the Product to the Buyer's Address; and
- 8.5.3 The Seller has no obligation to insure the Product for carriage or otherwise.
- 8.6 In relation to all Contracts and with respect to the Seller the Delivery Period shall be an estimate only, and the Seller shall not be liable for any Loss or Damage, howsoever arising, as a result or consequence of any failure to supply all or part of the Product on a particular date or at a particular time.

9. HEALTH AND SAFETY

- 9.1 The Buyer and/or its nominated Conveyance shall strictly adhere to the health, safety and loading procedures in place at the Location.
- 9.2 The Seller may from time to time impose health and safety standards in relation to the Conveyance and the equipment used to load it. Where it is within the Buyer's control to comply with such standards, the Buyer shall be liable for any Loss and Damage arising from the Buyer's non-compliance.
- 9.3 The Seller may, at its sole discretion, decline to permit loading or load any Conveyance which the Seller determines at its sole discretion that there is a risk the Product may be contaminated, the Conveyance is not suitable for carrying the Product, unsafe, and/or not in compliance with any applicable health, environmental or safety regulations, and shall thereafter give notice of such determination to the Buyer. Save as provided at Clause 9.4 hereto, the Seller shall not be liable for any Loss or Damage arising as a result of its determination.
- 9.4 In the event that the Buyer disputes the Seller's determination of the condition of the Conveyance as per Clause 9.3, it shall give notice of same within not more than twenty-four (24) hours of the Seller's relevant notice, failing which it shall be deemed to have waived any right to dispute the Seller's determination. Thereafter, such dispute shall be resolved on the basis of the findings of an independent surveyor appointed by the Seller. Any Loss and Damage arising in relation to the dispute shall be borne by the Party adjudged by the surveyor to have taken an erroneous position in relation to the condition of the Conveyance.

10. PAYMENT

- 10.1 The Buyer shall pay the Price. Payment shall be made pursuant to the terms agreed in the Contract, and time shall be of the essence.
- 10.2 If the Buyer does not take delivery of all or any of the Product, it is nevertheless liable to pay the Price for the full contractually deliverable tonnage of Product.
- 10.3 Where it is agreed that payment shall be by cheque, credit card, or bank transfer, payment shall only be deemed to have been made when fully cleared funds are deposited in the Seller's nominated bank account.
- 10.4 Credit card payments of the Price are subject to a surcharge as indicated in the Quotation Form and/or Contract Confirmation (as the case may be).

11. PASSING OF TITLE

- 11.1 Title to the Product shall remain with the Seller until the later of:
- 11.1.1 Receipt by the Seller of full payment of the Price by the Buyer in relation to the total tonnage of Product; or
- 11.1.2 The time of Physical Delivery of the total tonnage of Product.

- 11.2 Until title to the Product passes to the Buyer:
- 11.2.1 The Buyer shall have no right or interest to or in any of the Product and shall hold the Product as fiduciary, bailee and agent of the Seller.
- 11.2.2 The Buyer must store the Product separately from its own goods or those of any other person, so that the Product may be identifiable as the Product and property of Seller; and
- 11.2.3 The Seller shall have the Repossession Remedies.

12. FORCE MAJEURE

- 12.1 Neither the Buyer nor the Seller shall be liable to the other where their performance is prevented or delayed by a Force Majeure.

NOTICE OF FORCE MAJEURE

- 12.2 The Party whose performance is prevented or delayed by reason of a Force Majeure (the "Affected Party") must notify the other Party (the "Unaffected Party") within five (5) Business Days of its occurrence. The Affected Party must use reasonable endeavors to avoid and mitigate the effects of the Force Majeure and to perform the terms of the Contract.
- 12.3 The Unaffected Party may make a reasonable request for evidence that the prevention or delay in performance of the Affected Party is caused by the Force Majeure, together with evidence of the Affected Party's reasonable endeavors with respect to avoidance/mitigation as per Clause 12.4.2. The Affected Party must provide such evidence within five (5) Business Days of any such request.
- 12.4 Where there is a Force Majeure, and subject to an Affected Party complying with the terms of Clause 12:
- 12.4.1 The Affected Party shall be entitled to claim for a suspension of its obligation to perform for a period equal to that of the ongoing effects upon performance of the Force Majeure, or sixty (60) calendar days, whichever is the lesser (the "Force Majeure Suspension"); and
- 12.4.2 The Unaffected Party must continue to perform any contractual obligations which are not prevented or delayed by reason of a Force Majeure and/or the Affected Party's non-performance.
- 12.5 If, following expiry of the Force Majeure Suspension, performance by the Affected Party continues to be prevented or delayed by reason of the Force Majeure then the Contract and/or any unperformed part of the Contract may be terminated by either Party by notice to the other, and neither Party will have any right and/or remedies against the other Party arising as a result of such termination.

13. COMMERCIAL PURPOSE

The Buyer warrants that it is not a consumer for the purposes of the Competition and Consumer Act 2010 (Cth), and that it is acquiring the Product for commercial purposes.

14. DEFECTS

- 14.1 The Buyer will inspect the Product at the time of Physical Delivery and will immediately notify the Seller in writing if the Product contains any defects, including without limitation with respect to quality or quantity.
- 14.2 To the extent permitted by law:
- 14.2.1 The Seller shall not be liable for any defects in the Product if the Buyer does not notify the Seller, in writing, within fourteen (14) Business Days of Physical Delivery.
- 14.2.2 If the Buyer has not given notice in accordance with Clause 14.2.1 it shall be deemed to have waived any right to allege there is a defect in relation to the Product.
- 14.3 To be entitled to any remedy against the Seller, the Buyer must ensure that any Product subject to a claim by it pursuant to this Clause 14 is properly protected and stored, and remains intact and unadulterated until settlement of the claim, and shall provide a physical sample of the Product to the Seller on demand.
- 14.4 If the Seller accepts the Buyer's claim, subject to the terms of these GTCs, the Seller and Buyer must use all reasonable endeavours to agree an appropriate remedy.

15. DEFAULT

- 15.1 The Buyer and Seller shall use reasonable endeavors to notify the other as soon as they anticipate they will be in default of performance under the Contract.
- 15.2 In the case of default by the Buyer, the Seller may, in addition to any remedy that it might have at law and/or pursuant to this Contract, claim the following remedies:
- 15.2.1 If all or part of a payment for Product has not been made by the Buyer to the Seller strictly when due (the "Overdue Sum"), and/or there are any Insolvency Circumstances, then the Buyer shall be deemed to be in default and the Seller shall be immediately entitled to claim one or more of the following remedies at its option:
- (a) Any or all of the remedies listed at Clause 15.2.2;
- (b) The Repossession Remedies;
- (c) To accelerate the due date for all payments for Product delivered pursuant to the Contract, or payment for any other services or products deliverable pursuant to any other agreement between the Parties, such that all or any invoices under all or any agreement (at the Seller's option) become immediately due and payable;
- (d) To set-off any liability the Seller has to the Buyer arising pursuant to the Contract or any other agreement between the Parties (an "Other Agreement"), against the liability the Buyer has to the Seller under the Contract or any Other Agreement, whether the liability that the Buyer has to the Seller, or the Seller has to the Buyer, is liquidated or unliquidated, present or future, accrued or contingent, and including but not limited to the Overdue Sum;
- (e) To charge interest at the Default Rate on the Overdue Sum; and/or
- (f) To claim for any costs incurred in relation to collecting the Overdue Sum (including reasonable legal costs).
- 15.2.2 In relation to any Other Default, and following notice by the Seller, the Buyer shall have ten (10) calendar days in which to remedy such Other Default, failing which the Seller shall be immediately entitled to claim one or more of the following remedies at its option:
- (a) Any or all of the Termination Remedies;
- (b) The Withholding Remedies;
- (c) To claim a Price Differential Payment; and/or
- (d) To claim any or any Storage and Handling Losses.
- 15.3 For the purposes of Clause 15.2:
- 15.3.1 Where as a direct or indirect result of the default of the Buyer:
- (a) The Fair Market Price for the Product has fallen below the Price, the Seller shall be entitled to calculate the sum the Buyer must pay equal to the undelivered quantity of the Product multiplied by the difference between the Price and the Fair Market Price

of the Product within 7 (seven) Business Days of the Seller's demand (a "Price Differential Payment"); and

- (b) If the Fair Market Price has risen above the Price, the Seller shall not be liable to pay any sum or account to the Buyer for any reason whatsoever.
- 15.3.2 "Fair Market Price" shall be construed as meaning a sum calculated by the Seller as follows:
- (a) The price per MT, ascertained by *bona fide* transactions for products which are the same or materially similar (in terms of specification and quantity) as the Product and actively trading on the first Business Day falling within the Delivery Period; or
- (b) Where there is no active trade as referred to at Clause 15.3.2(a) at the relevant time, the *bona fide* price being offered by sellers other than the Seller in the market place for products which are the same or materially similar (in terms of specification and quantity) to the Product on the first Business Day falling within the Delivery Period.
- ## 16. LIABILITY
- 16.1 To the fullest extent permitted by law, the maximum liability, if any, of the Seller arising from any default caused by it shall be limited at the Seller's option to either:
- 16.1.1 The replacement of the Product or the supply of equivalent Product;
- 16.1.2 Payment of the cost of the replacement of the Product or of acquiring equivalent Product; or
- 16.1.3 Refund of the Price paid by the Buyer.
- 16.2 The Seller shall not in any circumstances be liable to the Buyer for loss of revenue, loss of profits, loss of contract, any indirect, consequential, special or punitive damages or losses however caused.
- 16.3 Nothing in the Contract shall be construed as to exclude or limit the Parties' liability in relation to:
- 16.3.1 Death or personal injury caused by its negligence or that of its employees, agents or subcontractors;
- 16.3.2 Fraud or fraudulent misrepresentation; or
- 16.3.3 Any other liability that cannot be excluded or limited by applicable law.

17. GST

- 17.1 The Parties acknowledge that all amounts payable pursuant to this Contract are expressed to be exclusive of GST.
- 17.2 If GST is payable on a Taxable Supply made under the Contract:
- 17.2.1 The Buyer shall pay as additional consideration an amount equal to the amount of GST payable on that Taxable Supply; and
- 17.2.2 The Seller shall provide the Buyer with a GST Invoice before the Buyer is required to pay any amount to the Seller in relation to the Taxable Supply.
- 17.3 Where any indemnity or reimbursement under the Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement in relation to the relevant cost, expense or other liability.

18. PPSA

The Buyer agrees to:

- 18.1 Promptly execute any documents and do any act required to register the Seller's Security Interest in the Product on the Personal Property Securities Register;
- 18.2 Not to register a financing change statement or change demand on the Personal Property Securities Register without the Seller's prior written consent;
- 18.3 Waive its rights to receive any verification statement or financing change statement under the PPSA; and
- 18.4 Comply with all directions and do all acts reasonably required by the Seller in order for them to exercise their rights as a secured party under the PPSA.

19. MISCELLANEOUS

- 19.1 A Party shall not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.
- 19.2 The Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter. The Contract may not be amended save by mutual agreement between the Parties in writing.
- 19.3 The Buyer may not assign the Contract without the prior written consent of the Seller. The Seller may assign all or part of the Contract at any time.
- 19.4 A rule of construction does not apply to the disadvantage of a Party simply because that Party was responsible for the preparation of the Contract or any part thereof.
- 19.5 A term of part of a term of the Contract that is illegal or unenforceable may be read down to the extent necessary or severed from the Contract in order for the remaining terms of the Contract to remain in force and effect.

20. LAW AND JURISDICTION

The Contract shall be governed by and construed according to the laws of the domicile of the Buyer. In relation to any dispute, the Parties submit to the non-exclusive jurisdiction of the courts situate in the domicile of the Buyer.

21. DEFINITIONS AND INTERPRETATION

- 21.1 In this Contract the following terms and definitions shall apply:
- Business Day(s)** means a day, other than a Saturday, Sunday or gazetted public holiday, on which banks are open for business in each and all of Victoria, South Australia, and Western Australia;
- Buyer** means the Buyer of the Product, as indicated on the Contract Confirmation;
- Buyer's Address** means the Buyer's premises as stipulated in the Contract Confirmation in the "Buyer's Address" field;
- Carrier** means the "Carrier" indicated in the relevant field in the Contract Confirmation which is contracted by the Buyer or the Seller (as the case may be) to transport the Product by means of the Conveyance;
- Contract** means in respect of a Purchaser, the terms and conditions applicable in relation to the purchase of the Product by that Purchaser, as set out in one or more of the documents listed at Clause 3.1.1 as read together, to the extent applicable to the particular Buyer;
- Contract Confirmation** means a document containing the terms and conditions applicable to the purchase of the Product, issued by the Seller to the Buyer, which

may or may or may not be issued following issuance of the Quotation Form;

Contract Effective Date means the date the Seller accepts the Buyer's order, and at which the Contract becomes effective and the parties bound to perform their respective obligations, as indicated in the Contract Confirmation;

Conveyance means the means of transport supplied by the Carrier and used to physically carry the Product pursuant to the relevant Contract, and may include a truck or train (as the case may be);

Credit Contract means an agreement between the Buyer and Seller that payment be made after Physical Delivery of the Product pursuant to credit terms, as opposed to prepayment;

Default Rate means the rate calculated daily which is 3% (three percent) above the 90 (ninety) day bank bill rate published by the National Australia Bank;

Delivery Period shall mean the date or period (or dates or periods, where delivery is to take place by installments) during which Physical Delivery shall be made, pursuant to the Contract;

Force Majeure means: (a) any cause or event reasonably beyond the control of the Buyer or the Seller (as applicable) which by the exercise of due diligence, such Party could not have been able to avoid or overcome, and shall include without limitation, any act of God, fire, flood, wind, explosion, power failure, war, embargo, act of government, strike (including dock and/ or shipping strike), lock-out, combination of workers, civil commotion, and/or refusal of, revocation of, or delay in obtaining any necessary consents or approvals of any government or regulatory authority, and/or any failure or breakdown or accident to, plant and machinery, and (b) the term "Force Majeure" shall be deemed to: (i) include any of the foregoing events which delays the performance of a third party within the Seller's supply chain, and (ii) exclude any delay in payment such that payment shall never be prevented by a Force Majeure.

GST has the meaning given in the GST Law;

GST Invoice means a "Tax Invoice" as defined under the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

INCOTERMS means INCOTERMS 2010, and with respect to these GTCs and the Contract the relevant INCOTERM will be either CPT or FCA;

Insolvency Circumstances means in the opinion of the Seller, the Buyer is, or will imminently: (a) cease to carry on business; (b) enter into liquidation; (c) have a controller, managing controller, liquidator or administrator appointed; (d) be unable to make a payment; or (e) the Buyer, being a natural person, is being declared bankrupt, or is having their estate assigned for the benefit of creditors;

Invoice means a Tax Invoice or a Proforma Invoice (whichever is applicable with respect to the particular Buyer and the particular Contract);

Location means as described in Clause 22 hereto;

Loss and Damage means all claims, suits, actions, demands, loss (including any indirect or consequential loss and any loss of revenue, profits, goodwill, business or anticipated business, anticipated savings and any business interruption or delay, or other indirect or consequential loss or damage), liability, costs, expenses (including legal expenses on a full indemnity basis and any debt recovery agency fees), Storage and Handling Losses, and judgments and awards made against a Party or incurred by a Party;

MT means metric tons;

Non-Defaulting Party means a Party not in default of its obligations under the Contract;

Order means a request from the Buyer to the Seller for supply of the Product;

Other Default shall mean a default by the Buyer other than a Payment Default and/or Insolvency Circumstances, and shall include without limitation taking late or delayed Physical Delivery of the Product;

Parties means the Seller and the relevant Buyer (and each is a "Party");

Physical Delivery means the physical delivery of the Product to the Buyer following transportation onboard the conveyance, which depending upon the terms of the Contract may or may not take place at the same time as risk in relation to the Product passes from the Seller to the Buyer;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Prepayment Contract means a Contract pursuant to which the Buyer and Seller have agreed payment in advance of Physical Delivery will be made for the Product, as opposed to payment on Trading Account Terms;

Price means the price for purchase of the Product as stipulated in the Contract Confirmation or the Invoice (whichever is issued later);

Product(s) means the products or services that the Seller may agree to supply to the Buyer pursuant to the Contract from time to time, and as described in the "Description" field of the Contract Confirmation, and shall include Blended Product;

Proforma Invoice means an invoice issued with respect to payment pursuant to a Prepayment Contract;

Quotation Form means a form recording the terms and conditions agreed between the Buyer and the Seller in relation to purchase of the Product, which may or may not be issued prior to issuance of the Contract Confirmation.

Repossession Remedy means the Seller's right, following reasonable notice, to enter upon the Buyer's premises in order to retake possession of all or part of the Product, and/or to resell such Product, and the Buyer shall offer the Seller reasonable assistance in relation to such actions;

Seller means Macrofert Australia Pty Ltd (ABN: 86 166 370 976) of Level 14/ 644 Chapel Street, South Yarra, Victoria Australia 3141, and any relevant subsidiary company;

Storage and Handling Losses shall include, depending upon the circumstances, a sum calculated by the Seller equal to: (a) costs for extended storage of the Product, levied at A\$10 (Ten Australian Dollars) per MT of Product per month; (b) handling costs; (c) Transport costs; and/or (d) financing costs, including interest;

Tax Invoice means an invoice issued with respect to payment pursuant to a Credit Contract;

Taxable Supply has the meaning given in the GST Law;

Termination Remedies means the right to: (a) terminate the Contract; and (b) where pursuant to the Contract the Product is deliverable by installments, to terminate one or more installments;

Trading Account Terms means as applicable, the terms, detailed in a letter from the Seller to the Buyer, by which credit is provided with respect to the purchases of tonnages of Product, such that payment is made following Physical Delivery; and

Withholding Remedy means to withhold delivery of all or any of the Product deliverable under the Contract, or any other services or products deliverable pursuant to any other agreement between the Parties, ordered but not delivered until such time as the Default is remedied.

21.2 Unless otherwise expressly agreed between the Parties, where an INCOTERM is referred to in the Contract (including without limitation FCA and CPT), it shall be construed as meaning the latest version of INCOTERMS prevailing as at the Contract Effective Date.

21.3 The titles of any clauses in these GTCs are for convenience only and shall have no effect upon their interpretation.

21.4 The meaning of terms is not limited by specific examples introduced by "including" or similar expressions.

21.5 Any reference to the singular shall be read as also a reference to the plural, and vice versa.

22. LOCATION

22.1 The "Location" means the premises of the Seller as stipulated in the Contract Confirmation in the "Location" field, and as further described in the Location Key below, and in more detail on the website: http://www.landmark.com.au/documents/farm/Macrofertil_Site_list.pdf all of which are incorporated herein.

LOCATION KEY

3BCARS	BULK CARGO SERVICES	3QUINT	QUINTOS TYRES RAVENSTHORPE
3BRUCE	BRUCE TOPHAM	3RAVEN	AGENCIES
3CAREE	CAREEMA FARMS	3RGPDB	RG & PD BUTTON
3CLEME	CLEMENT FARM SERVICES	3RWRPE	RW & R PELHAM SAXON SERVICE
3DBKAS	DB & KA SMITH	3SAXON	INDUSTRIES
3DENMA	DENMARK CO-OPERATIVE	3SCREA	SCREAIGHS YORK
3ENEAB	ENEABBA GENERAL STORE	3VARLE	VARLEY AG SOLUTIONS WAGIN SPREADING SERVICES
3GOWER	MARK GOWER INDEPENDENT RURAL-ANDREWS INDEPENDENT GRAIN HANDLERS	3WAGIN	
3INDEP		3WRHAG	W R HAGBOOM & CO
3INDGH		3YEREC	YERECOA TRADERS
3MARCH	L A & J E MARCHANT MULT AG NUTRIENT SUPPLIES	ADELA	ADELAIDE
3MULTA	NAREMBEEN HARDWARE & AG SUPPLIES	ALBAN	ALBANY
3NAREM		ESPER	ESPERANCE
3NARRA	NARRAKINE TRADERS	GEELO	GEELONG
3NICH0	ALAN NICHOLSON	GERAL	GERALDTON
3PAULT	PS (PAUL TORRISI)	KWINA	KWINANA
3PETER	PETER WATERS		

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