

TERMS AND CONDITIONS

By completing the attached Application Form, the Customer applies to participate in the Elders Farm Supplies Prepayment Program (“**Program**”) with Elders Rural Services Australia Ltd (“**Elders**”). Elders will assess the Customer’s application and, if approved, allow the Customer to participate in the Program on the terms and conditions set out below (“**Terms**”).

The Program

1. The Customer must pay no less than \$10,000.00 to Elders for participation in the Program (“**Prepayment**”).
2. Elders will not charge the Customer for participating in the Program.
3. Each month, Elders will add to the Prepayment a reward equal to 4.2% per annum of the unused amount of the Prepayment (“**Reward**”). The Reward will be added in the period commencing on the date of the Prepayment and ending on the date that is 12 months after the Prepayment (“**Program Period**”).
4. Amounts paid to Elders as part of the Program (including any Reward added by Elders) cannot be paid out to the Customer or any other person under any circumstances. Such amounts:
 - a. can only be used to purchase farm supplies (which, for the avoidance of doubt, does not include livestock) and services from Elders;
 - b. in Western Australia, cannot be used to purchase fertiliser products;
 - c. must be used in full by end of the Program Period; and
 - d. will be forfeited to Elders if unused by the end of the Program Period.
5. The Prepayment and any Reward cannot be paid out to the Customer or any other person under any circumstances.
6. Elders may, in its absolute discretion, change or remove the Reward or amend these Terms on 30 days’ written notice to the Customer.
7. A certificate signed by an employee of Elders stating the amount available to the Customer under the Program at a particular date is conclusive evidence unless proved incorrect.

Other Amounts

8. Elders may use any Prepayments made by the Customer, and any Reward added by Elders, as part of the Program to pay any other amounts that are due, owing and payable by the Customer to Elders under any other arrangement that the Customer has entered into with Elders if the Customer is:
 - a. in breach of these Terms or any other agreement it has entered into with Elders; or
 - b. insolvent within the definition of section 95A of the *Corporations Act 2001* (Cth).

Governing Law

9. These Terms are governed by the laws of South Australia, and any court within the Commonwealth of Australia in which Elders commences proceedings has non-exclusive jurisdiction to entertain any claims Elders or the Customer may have against each other in connection with these Terms.

Assignment

10. The Customer may not assign, transfer or sub-license its rights under these Terms without Elders’ prior written consent.

Acknowledgements and Warranties

11. By participating in the Program, the Customer:
 - a. acknowledges that the Program will benefit the Customer in the conduct of the Customer’s business;

- b. acknowledges that the Customer has read and understood these Terms;
- c. acknowledges that the Terms are reasonably necessary for Elders to provide the Program for the Customer and to protect Elders’ legitimate interests;
- d. acknowledges that it has not relied on any representation by Elders in agreeing to these Terms;
- e. represents and warrants that it has obtained, or has had the opportunity to obtain but has decided not to obtain, legal, financial and taxation advice in relation to these Terms; and
- f. represents and warrants that all information it has provided to Elders in the Application Form and otherwise in connection with these Terms is true, complete and correct.

GST and Invoices

12. Each Prepayment includes GST.
13. Any additional consideration received by the Customer from Elders when the customer purchases the goods or services will be subject to GST.
14. If the GST payable on a taxable supply by Elders is varied for any reason, the consideration payable under these Terms must be increased or decreased to reflect that variation of the GST.
15. In these Terms, “GST” has the same meaning as in the *A New Tax System (Goods & Services) Act 1999* (Cth).

Privacy

16. Information collected in the Application Form will be handled in accordance with Elders’ Privacy Policy (“**Privacy Policy**”). The Privacy Policy explains how Elders and other wholly-owned subsidiaries of Elders Ltd will comply with the Australian Privacy Principles set out in Schedule 1 of the *Privacy Act 1988* (Cth), and the purposes for which Elders may use the Customer’s personal information.
17. Amongst other things, Elders will:
 - a. take all reasonable steps to protect the Customer’s personal information from misuse, loss, unauthorised access, modification or disclosure;
 - b. collect personal information from the Customer in order to:
 - i. consider the Customer’s application to participate in the Program;
 - ii. maintain the Customer’s contact details;
 - iii. advertise, promote and provide the Customer with products or services distributed by Elders; and
 - iv. process transactions to which the Customer is a party.
18. A copy of the Privacy Policy is available from www.elders.com.au or upon request from Elders.
19. By executing this document, and subject to any mandatory restrictions imposed by relevant privacy laws, the Customer authorises Elders to do any of the things described, referred to or contemplated herein.
20. Elders may also use and disclose the Customer’s personal information to send marketing material about other products and services that may be of interest, in accordance with the terms of the Privacy Policy. The Customer may, at any time, advise Elders’ Privacy Officer that it does not want to receive information about such products and services.
21. Customers may access personal information held about them by contacting Elders’ Privacy Officer between 9am and 5pm (Adelaide time) Monday to Friday (except public holidays in South Australia) on:

Telephone: 1300 555 927

Email: privacy@elders.com.au

Post: GPO Box 551 Adelaide South Australia 5001.