

TERMS + CONDITIONS

Conditions of sale

- Refer to Ballance Agri-Nutrients Ltd orders for full Conditions of Sale.
- Goods supplied will be invoiced at prices ruling on day of delivery.
- Price/tonne excludes through store charges for delivery of bulk fertiliser.
- Prices are EXCLUSIVE OF GST.

Price

1. Prices applicable are to be those ruling at the time of delivery and are quoted on an "ex-store, at owner's risk" basis unless specific contractual arrangements have been agreed between the seller and buyer varying either the price or the terms of sale.
2. All orders requiring organically certified product incur a \$150 charge per order to cover the cost of cleaning the plant down prior to any certified organic dispatch.

Supply

3. All quotations are given and orders accepted on the understanding that the seller is not responsible for any loss arising from inability to execute by reason of contingencies beyond its control – force majeure, war, strikes, lock-outs, fires, accidents, breakdowns, shortages of labour, etc., or for any hindrance or delay in carriage or shipping. The seller reserves the right to cancel or suspend any contract should any of these situations eventuate.
4. The seller does not guarantee delivery or accept any responsibility for delay owing to freight or other difficulties beyond its control. In the event of a vessel carrying goods being lost, the seller is not responsible for delivery or replacement.
5. The seller may, by written agreement with the buyer, defer the dates of delivery of products ordered by the buyer.
6. The seller, at its absolute discretion, may deliver up to 5% more or less of the amount specified for delivery subject only to an appropriate adjustment to the price payable.

Exclusion of liability

7. Any technical advice provided by the seller is given in good faith but without warranty. This also applies where proprietary

rights of third parties are involved. It does not release the buyer from the obligation to test products supplied by the seller as to their suitability for the intended purpose and uses. The application and use of the products are beyond the seller's control and therefore entirely the buyer's responsibility. Should, in spite of this, liability be established for any damage it shall be limited to the value of the goods delivered by the seller and used by the buyer.

8. The statutory conditions and warranties contained in the Sales of Goods Act 1908 are expressly negated insofar as the seller is concerned.

Claims

9. Any claim to reject the goods or to claim damages on the grounds that the goods do not conform to the description by which they were sold must be notified in writing to the seller within 7 (seven) days of the receipt of the goods by the buyer failing which any such claim shall be conclusively deemed to have been waived by the buyer.
10. Goods shall only be returned to the seller with the seller's prior written consent. Should the seller discover that there is no material defect in the goods the seller may in its absolute discretion charge the buyer a handling fee. All costs whatsoever for the return or delivery shall be payable by the buyer.

Title

11. Goods supplied by the seller shall be at the buyer's risk immediately on delivery into the buyer's custody, and the buyer should insure the goods hereafter against such risks as it thinks appropriate.
12. The property of the goods supplied by the seller to the buyer shall not pass to the buyer, until the goods that are the subject of the contract and all other goods supplied by the seller to the buyer have been paid for in full. Until property of the goods sold passes to the buyer the buyer shall hold the goods as the seller's fiduciary and shall properly store and protect the goods. Should the buyer sell the goods to a third party prior to receiving property of the goods, it shall hold the proceeds of such sales as fiduciary for the company and shall not merge such proceeds with its own funds. If the property has yet to pass to the buyer, the buyer shall deliver the goods to the seller upon the seller's demand.