

End of Financial Year Offer 2021 - Terms and conditions

1. In this Offer "CSBP" means CSBP Limited, ABN 81 008 668 371 and "Vendor" means either CSBP or the vendor that you are purchasing the fertiliser from in any particular case.
2. The Offer is open for acceptance between 17 May 2021 and 30 June 2021, (noting that, in relation to Option 1, the Offer may close earlier if relevant products are sold out earlier) Tonnage limits may apply.
3. Acceptance of any order placed in connection with Option 1 Orders of the Offer will occur when your Vendor has approved your order by the Vendor (or a third party duly authorised by the Vendor) issuing an invoice and when you have paid such invoice on or before 30 June 2021 (the "Option 1 Order").
4. Acceptance of any order placed in connection with the Option 2 Offer will occur when CSBP has issued you an invoice for the pre-paid amount by 30 June 2021 (the "Option 2 Orders"). Payment of Option 2 Orders must be made to CSBP by 30 June 2021.

Option 1

5. All fertiliser ordered under Option 1 will be invoiced at the time your order is placed (following finance approval where applicable). The price you pay is based on the CSBP recommended retail list price for the fertiliser at the time of order less any discounts agreed with the Vendor. Fertiliser Sales Agreement volume may also be applicable on your order as follows:
 - a. for CSBP Fertiliser Sales Agreement 2020-2021 customers, all tonnes collected on or before 31 August 2021 under an Option 1 Order will contribute to your Fertiliser Sales Agreement 2020-2021 volume;
 - b. if you become a CSBP Fertiliser Sales Agreement 2021-2022 customer, all tonnes collected after 31 August 2021 under an Option 1 Order will contribute to your Fertiliser Sales Agreement 2021-2022 volume.
6. All granular fertiliser ordered under Option 1 must be collected between 1 July 2021 and 28 February 2022 (with the exception of the K-Till range that will have a 31 March 2022 collection deadline) in order to avoid storage and insurance fees being charged for that fertiliser. A storage and insurance fee of \$15 per tonne per month (or part thereof) is payable in respect of all granular fertiliser not collected on or before 28 February 2022 (or 31 March 2022 in the case of the K-Till range). The storage and insurance fee is payable monthly in advance and will be charged to you from 1 March 2022 (or 1 April 2022 in the case of the K-Till Range) on the first working day of each calendar month until the order is collected.
7. You must take delivery of all liquid fertiliser ordered under Option 1 between 1 July 2021 and 30 November 2021 in order to avoid storage and insurance fees being charged for that fertiliser. CSBP will charge a storage and insurance fee of \$15 per tonne per month (or part thereof) is payable in respect of all liquid fertiliser not taken delivery of on or before 30 November 2021. The storage and insurance fee is payable monthly in advance and will be charged from 1 December 2021 on the first working day of each calendar month until the order is collected.
8. All storage and insurance fees must be paid in full prior to collection of an order (or taking delivery of a liquid fertiliser order).
9. All fertiliser ordered under Option 1 must be collected by 30 June 2022. Vendors reserve the right to cancel any order or part of an order to the extent of ordered fertiliser that is not collected before 30 June 2022.

Option 2

10. In relation to Option 2 Orders:
 - a. If you prepay an amount into your CSBP account prior to 30 June 2021 under this Offer ("Prepaid Funds"), CSBP will invoice you for the Prepaid Funds at the time the Prepaid Funds are paid.
 - b. The Prepaid funds (Option 2) can only be used for granular or liquid fertiliser products. Prepaid funds cannot be applied to Flutriafol, coating fees, blending fees, Flexi-N tanks or any other non-fertiliser product.
 - c. You may apply the Prepaid Funds to a CSBP fertiliser order by ordering and collecting CSBP fertiliser following 1 December 2021.
 - d. Provided that you enter into a 2021/22 CSBP Fertiliser Supply Agreement CSBP will apply a bonus amount (calculated in the manner set out below) to your CSBP Account for each tonne of CSBP granular fertiliser (liquids excluded) that you order, collect and apply the Prepaid Funds to during the period from 1 December 2021 to 28 February 2022 ("the Bonus Amount").
 - e. The Bonus Amount is \$12/tonne (ex GST) of CSBP granular fertiliser (liquids excluded) ordered and collected during the period from 1 December 2021 and 28 February 2022 to which the Prepaid Funds are applied to. Provided that you meet the conditions set out in paragraph 10c and 10d above then CSBP will add the Bonus Amount to your CSBP Account in March 2022 and will be available to be used by you for the purchase of CSBP Fertiliser until 31 August 2022.
 - f. The Prepaid Funds and Bonus Amounts are not redeemable for cash (i.e. the Prepaid Funds and Bonus Amounts may only be used for the purchase of CSBP Fertiliser).
 - g. If you do not use some or all the Prepaid Funds by 28 February 2022 then the unused Prepaid Funds will remain in your CSBP account, but you will not be entitled to receive the Bonus Amount in relation to CSBP granular fertiliser (liquids excluded) orders paid for utilising the Prepaid Funds.
 - h. Once added to your CSBP Account the Bonus Amount will be:
 - i. available to be used by you for the purchase of CSBP Fertiliser until 31 August 2022. If you do not utilise the Bonus Amount in full by 31 August 2022 then the unutilised portion of the Bonus Amount will be automatically cancelled;
 - ii. applied by CSBP to your purchases of CSBP Fertiliser in priority to the application of any remaining Prepaid Amounts.
 - i. If you are in default of payment obligations under a contract between you and CSBP, or (if you are a company) you are insolvent as that term is defined under the Corporations Act, or (if you are an individual) you commit an act of bankruptcy under the Bankruptcy Act, then CSBP may apply the Prepaid Funds to amounts that you owe to CSBP.

General

11. The Offer cannot be used in conjunction with any other discounts or offers from CSBP unless expressly specified in these Terms and Conditions.
12. In relation to Option 1, Flutriafol coating (where ordered) will be charged by CSBP on collection, not on invoice.
13. CSBP liquid fertiliser must be ordered in one or more multiples of 27 tonnes. Orders that are not in one or more multiples of 27 tonnes will be declined (27 tonnes of liquid fertiliser equals a half load). For example a Flexi-N order of 25 tonnes will be declined, but a Flexi-N order of 54 tonnes (2 x 27 tonnes) will be accepted (subject to availability).
14. All monetary values stated in this Offer are exclusive of the Goods and Services Tax (GST). 10% GST will be added to any sales of fertiliser collected/delivered and any fees charged.
15. This offer is only open and available to customers who are registered for GST and in respect of fertiliser acquired for use on properties owned or leased by them.
16. To the extent permitted by law (and subject to paragraph 18), CSBP does not make any representations or warranties:
 - a. in relation to any CSBP product (including but not limited to its quality, handling or storage characteristics); or
 - b. in relation to this Offer, other than the representations and warranties expressly set out in this Offer.
17. Save for those representations, warranties and guarantees (including those under the Competition and Consumer Act 2010 (Cth) and similar State legislation, where applicable) which cannot be lawfully excluded or modified, all representations and warranties not expressly set out in this Offer are excluded.
18. Save for those rights and remedies (including those under the Competition and Consumer Act 2010 (Cth)) which cannot be excluded or modified, to the extent permitted by law CSBP's liability to you, in relation to, or in connection with any claim relating to the supply of goods or services pursuant to this Offer (including any claim in relation to, or in connection with, any negligence by CSBP or any of its employees, agents or contractors, and including in relation to, or in connection with, the supply or non-supply of product), is
 - a. limited, where CSBP supplies any goods or services under or in relation to the Offer (except where such goods or services are of a kind ordinarily acquired for personal domestic or household use, or where you establish that reliance upon this paragraph would not be fair and reasonable):
 - i. in the case of goods, to the replacement of the goods or, at the election of CSBP, to the supply of equivalent goods (including goods of the same nutrient value) or the repair of the goods or the payment of the cost of replacing the goods or of acquiring equivalent goods or of having the goods repaired; or
 - ii. in the case of services, to the supplying of the services again or, at the election of CSBP, to the cost of having the services supplied again; and
 - b. in all other cases, and except where inconsistent with the above, excluded to the fullest extent permitted by law. For the avoidance of doubt, the limitation of liability in this section does not limit any rights or remedies you are entitled to under the Competition and Consumer Act 2010 (Cth) and which cannot lawfully be excluded or modified.
19. To the extent permitted by law, CSBP will not be liable for any indirect, incidental, special, punitive and/or consequential loss or damage whatsoever, or any loss of business, opportunity, or profits, arising out of or in connection with this Offer or the supply or non-supply of fertiliser (including any claim in relation to, or in connection with, any negligence by CSBP or any of its employees, agents or contractors, and including in relation to, or in connection with, the supply or non-supply of fertiliser), even if CSBP have been advised of the possibility of such damages or losses.
20. If CSBP is interrupted in or prevented from carrying out all or any part of its obligations under this Offer by reason of a Force Majeure event then CSBP will be excused from performance of, and shall not be liable for any failure in carrying out, any of its obligations to the extent and for the time that it is prevented in whole or in part from doing so by the "Force Majeure" event. Any delay in performance as a result of a Force Majeure event will not constitute default or give rise to any claim for damages.
21. For the purposes of these terms and conditions, "Force Majeure" means any event or circumstance that it is beyond the reasonable control of CSBP and prevents CSBP from meeting its obligations under this Offer, including but not limited to any of the following:
 - a. fire, explosion, flood, earthquake, cyclone, natural disaster, epidemic;
 - b. riots, civil commotion, malicious damage, sabotage, act of public enemy, act of God, war (declared or undeclared), blockade, revolution;
 - c. strikes, lockouts, industrial and/or labour disputes and/or difficulties, embargoes, work bans, blockades or picketing, not reasonably within the control of the affected party;
 - d. failure of any of CSBP's suppliers to supply it with any relevant product or services;
 - e. the refusal of, revocation of, or delay in obtaining any necessary consents or approvals from any governmental or regulatory agency; or
 - f. the failure or breakdown of or accident to, plant or machinery.
22. If any term or other part of these terms and conditions is or becomes for any reason invalid or unenforceable at law, the remainder of the terms and conditions shall continue to be valid and enforceable and such term or other part of these terms and conditions shall be severed or modified without affecting the remainder of these terms and conditions.