

# Fertiliser Sales Agreement 2020/21

## Terms and Conditions

### Pay Now, Collect Later (PNCL)

1. Tonnage limits apply to products available under Pay Now, Collect Later (determined by CSBP at its discretion). CSBP reserves the right to close Pay Now, Collect Later without notice if customer forecasts exceed the tonnes available from time to time under Pay Now, Collect Later.
2. Fertiliser ordered under Pay Now, Collect Later will be invoiced, and amounts will be due and payable, at the time of the order. The price you pay is based on the CSBP recommended retail list price for the fertiliser at the time of order less eligible discounts under this FSA and any other agreed discounts.
3. You must specify the collection month within a collection window in which you will collect the product and may not collect product earlier than the commencement of that forecast month unless approved by a member of CSBP's Customer Service Team.
4. Collection Windows are –

Window One - 1 September 2020 and 31 March 2021; or  
Window Two - 1 April 2021 and 31 August 2021

5. For product ordered for collection in Window One, a storage and insurance fee of \$15 per tonne per month or part thereof will be charged by CSBP, and amounts will be payable, after the Window One closes, on the first working day of each month until the order is collected or cancelled. The fee is payable prior to collection of orders. - For example, if you placed an order for collection within Window One and do not collect any or all of the tonnes ordered by 31 March 2021 you will be invoiced on first working day of April for \$15 per uncollected tonne.
6. If you cancel your order or do not collect all of the tonnes ordered by 31 August 2021, your order will be cancelled to the extent of the uncollected product and CSBP will credit the balance owing to your Vendor account in respect of the cancelled order or uncollected tonnes (as the case may be), less:
  - a. a washout fee, of the difference between the value of fertiliser ordered as at the date of invoice (based on the CSBP recommended retail list price at the date of invoice) and the value of that fertiliser at the earlier of the time of change/cancellation (based on the CSBP recommended retail list price at that time) where the CSBP recommended retail list price is lower at the time of change/cancellation than at the time of invoice; and
  - b. a cancellation fee of \$60 per tonne in respect of that fertiliser; and
  - c. all applicable outstanding storage and insurance fees referred to above in respect of that fertiliser.

The fees and charges set out above represent a genuine pre-estimate of the loss and damage suffered in the event of cancellation of an order or non-collection of fertiliser ordered, and are not intended to be a penalty.

7. This offer cannot be used in conjunction with any other FSA benefits, except the Nutrition Services Incentive.

### Nutrition Services Incentive

1. If you sign and submit to CSBP an FSA Forecast by 31 October 2020, then for every tonne of eligible CSBP fertiliser collected by, or delivered to, you between 1 September 2020 and 31 August 2021, you will accrue a \$4 per tonne incentive. Eligible CSBP Fertilisers are determined by CSBP in its sole discretion from time to time during the term of the FSA. CSBP may add or remove fertilisers to the group of eligible fertilisers from time to time.
2. Incentives may only be utilised for:
  - a. CSBP NUlogic Soil Analysis – standard tests, subsoil tests and comprehensive tests;
  - b. CSBP NUlogic Plant Analysis – standard tests, and comprehensive tests;
  - c. such other products or services as CSBP determines from time to time.
3. If you have purchased CSBP NUlogic Soil and Plant Analysis tests which are received at the CSBP Soil and Plant Analysis Laboratory before 31 August 2021 you will receive a cash rebate, for an amount which is the lesser of;
  - a. the total value of your incentives accrued in the period between 1 September 2020 and 31 August 2021; and
  - b. CSBP recommended retail price for CSBP NUlogic Soil or Plant Analysis tests multiplied by the number of tests purchased/submitted to CSBP by 31 August 2021;less any incentives applied to other services under paragraph 4 below.
4. If you have purchased CSBP Sampling Services (Collection of Soil and Plant Samples) from CSBP in the period between 1 September 2020 and 31 August 2021 you will receive a cash rebate, for an amount which is the lesser of;
  - a. the value of the sampling services; and
  - b. the total value of your incentives accrued in the period between 1 September 2020 and 31 August 2021;less any incentives applied to other services under paragraph 3 above.
5. If the applicable incentive amount is not fully utilised between 1 October 2020 and 31 August 2021, the balance of the incentive will be cancelled.
6. If a cash rebate is payable to you under this offer then the rebate will be paid to you by CSBP by 30 September 2021.



W csbp-fertilisers.com.au

E customer.service@csbp.com.au

T 1800 808 728

PO Box 345, Kwinana WA 6966

CSBP | Kwinana Beach Road

EST. 1910  
-32.239 / 115.766

## **Nutrient Assurance**

1. If you sign and submit to CSBP an FSA by 31 October 2020, then for tonnes of CSBP fertiliser that you have forecast under this document as of 25 January 2021, CSBP provides an assurance that the products or the equivalent nutrient tonnes you have forecast will be available to you for collection or delivery by the end of 31 August 2021.
2. This assurance applies only if you have placed an order for fertiliser, if you have paid for that fertiliser and provided you make an appointment for collection or delivery in the forecast month.
3. This assurance is subject to the provisions set out in the general terms and conditions of this Agreement.

## **Payment Terms**

Subject to obtaining credit approval payment terms are available as follows:

### **Standard Terms**

Growers that enter into a 20/21 FSA will, subject to CSBP's (and/or CSBP's agent's) credit approval of the grower and subject to the grower's compliance with payment terms and other provisions of supply, are eligible to receive extended payment terms for fertiliser collected during the 20/21 FSA period (as set out in paragraph 3 of the FSA General Terms and Conditions), with payment as follows:

- for Flexi-N fertilisers you take delivery of between 1 September 2020 and 31 December 2020, payment is due by 25 January 2021; and/or
- for all other fertilisers (and for Flexi-N fertilisers collected outside of the September to December 2020 window outlined above) payment is due by the 7<sup>th</sup> day of the month following collection. For example payment for all collections during February 2021 is due to CSBP by the 7<sup>th</sup> March 2021. If the 7<sup>th</sup> day of the relevant month is a Saturday, Sunday or public holiday in Western Australia, then the payment falls due on the next day that is not Saturday, Sunday or public holiday in Western Australia.

These payment terms do not apply to the PNCL offer in this document.

## **Fertiliser Sales Agreement (FSA) General Terms and Conditions**

1. In these general terms and conditions ("Terms") and this Fertiliser Sales Agreement ("Agreement"), "CSBP" means CSBP Limited, ABN 81 008 668 371 and "Vendor" means either CSBP (if you have bought CSBP fertiliser products or services directly from CSBP) or the vendor that you purchase CSBP fertiliser products or services from in any particular case.
2. The Agreement is open for 'acceptance' until 31 October 2020, or as determined by CSBP, by submitting the forecast form. Once 'accepted' the options within the Agreement are open for entry within the Agreement period (subject to CSBP closing an option earlier in accordance with its terms).
3. The Agreement commences on 1 September 2020 ("Start Date") and ends on 31 August 2021 ("End Date"). The period during which the pricing offers set out in this Agreement remain open are set out in the relevant pricing offers.
4. Some of the offers in this Agreement are (and are stated to be) subject to forecast or order limits and may be withdrawn by CSBP once those limits have been reached. You are responsible for making forecasts and placing orders for fertiliser to secure the benefit of these offers. CSBP is not responsible for notifying you of the early closing of those offers under this Agreement.
5. To the extent permitted by law (but subject to paragraph 6), CSBP does not make any representations or warranties:
  - a. in relation to any CSBP fertiliser product (including but not limited to their quality, handling or storage characteristics); or
  - b. in relation to this Agreement and the offers available under this Agreement,other than the representations and warranties expressly set out in this Agreement and the representations and warranties expressly set out in any other applicable CSBP benefit program or offer.
6. Save for those representations, warranties and, guarantees (including those under the Competition and Consumer Act 2010 (Cth)) which cannot be lawfully excluded or modified, all representations and warranties not expressly set out in this Agreement are excluded.
7. Save for those rights and remedies (including those under the Competition and Consumer Act (Cth)) which cannot lawfully 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 Agreement or relating to this Agreement and the offers set out in this Agreement (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, to the supply or non-supply of Fertiliser) is:
  - a. limited, where CSBP supplies any goods or services under or in relation to this Agreement (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 clause would not be fair and reasonable):
    1. 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 reasonable cost of replacing the goods or of acquiring equivalent goods or of having the goods repaired; or
    2. in the case of services, to the supplying of the services again or, at the election of CSBP, to the reasonable 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.

8. 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 Agreement 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 has been advised of the possibility of such damages or losses.
9. If CSBP is interrupted in or prevented from carrying out all or any part of its obligations under this Agreement 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.
10. For the purposes of these Terms, Force Majeure means any event or circumstance, to the extent that it is beyond the reasonable control of CSBP and prevents CSBP from meeting its obligations under this Agreement, 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 CSBP;
  - d. failure of any of CSBP's suppliers to supply any relevant product;
  - e. the refusal of, revocation of, or delay in obtaining any necessary consents or approvals from any governmental or regulatory agency;
  - f. the failure or breakdown of or accident to, plant or machinery.
11. All monetary values stated in this Agreement are exclusive of the Goods and Services Tax (GST). 10% GST will be added to any prices and fees charged, and rebates and discounts paid.
12. You may change your forecasts prior to 25 January 2021. A change of forecast does not affect any order you have already placed. A change of order will need to be discussed with and accepted by your vendor. Changes of order may in some circumstance render you liable to additional fees and charges.
13. CSBP will assess forecasts made by you from time to time under this Agreement. You may be eligible to collect up to 20 per cent more (by fertiliser product) than your original forecast at time of entering into this Agreement, and still receive the benefits in this Agreement, subject to agreement by CSBP and timing and availability conditions indicated above. All fertiliser collections or deliveries (as the case may be) must be completed by the End Date.
14. The benefits under this Agreement are only available and payable to customers:
  - a. who are registered for GST; and
  - b. in respect of fertiliser acquired for use on properties owned or leased by them.
15. This Agreement cannot be used in conjunction with any other agreement or offer from CSBP, unless otherwise stated.
16. Orders of liquid fertilisers must be quantities of 27 tonnes or multiples of 27 tonnes. Orders that are not 27 tonnes or multiples of 27 tonnes will be declined (27 tonnes equals half load).

**Privacy Note:** CSBP collects your personal information on this form for the purposes of supplying our products and services to you, for updating our customer database and for marketing purposes. Should you wish for us not to use your personal information for marketing purposes please notify us upon returning your form. If you choose not to provide the personal information requested on this form then we will not be able to process your acceptance of the FSA or supply our products and services to you. We may disclose this personal information to our related bodies corporate and agents, to your representatives and to entities to which you have consented to the disclosure of your personal information, to the distributors and carriers of our products and services and to other people from which we have collected your personal information in relation to the products and services that we provide you. We may also collect personal information about you (such as product orders) relating to this matter from third parties including our product distributors, agents and transportation contractors of our products and services relevant to the Fertiliser Sales Agreement. Our Privacy Policy (available at [www.csbp-fertilisers.com.au/privacy](http://www.csbp-fertilisers.com.au/privacy)) contains information about how you may access personal information we hold about you, seek the correction of such information, complain about a breach of the Australian Privacy Principles, and how we will deal with such a complaint.

