

SALE CONTRACT TERMS AND CONDITIONS

1. Weights

- a) Bagged cargo – net bagged weights as certified by Seller's packing list.
- b) Bulk cargo – as certified by registered weighbridge certificate.

2. Ownership, Risk and Title

Risk transfer according to Incoterms 2000. Property in the goods remains with Sellers until all amounts payable under this Contract have been received in cleared funds in specified bank account. In the period after delivery but before passing of property, Buyers (including servants and agents) hold the goods as bailees only. If in the ordinary course of Buyer's business, Buyer's on-sell the goods prior to passing of property, Buyers sell as Seller's agent. If buyers fail to make full payment within the time specified in this Contract, Buyers authorise Sellers to take possession and title in the goods. Any associated costs are for Buyers account.

3. Levies and Taxes

Any industry, statutory or government levies which are not included in the Contract price shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) has application to a supply made under this Contract, Sellers may, subject to the issuing of a valid tax invoice, recover from Buyers an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

4. Law

Anything contained herein to the contrary notwithstanding, this contract shall be deemed to have been made at Adelaide, South Australia, and Purchaser hereby agrees to submit to the jurisdiction of the courts of the State of South Australia to resolve all disputes relating to this contract.

5. Trade Rules

- a) In the event that this sale is a sale to a purchaser located in Australia, then this contract and all matters relating to the performance of this contract shall be governed by the laws of the State of South Australia and the ISF Rules except as the terms of this Agreement may provide to the contrary. In the event of a conflict between the terms of this Agreement and the ISF Rules, then the terms of this Agreement shall govern.
- b) In the event that the sale is a sale to a purchaser located outside of Australia, then this contract shall be governed by ISF Rules. [ISF-Rules-and-Usages-for-Trade-in-Seeds-for-Sowing-Purposes-2016.pdf \(worldseed.org\)](#).

6. Contract

- a) All amounts due under this Agreement shall be payable in Australian Dollars unless otherwise noted on the front of this Agreement. In the event of a conflict between the terms of this Agreement and any other contract covering this same transaction, then the terms of this Agreement shall govern.
- b) Purchaser shall not assign this Agreement or his rights hereunder without the express written consent of Seller.
- c) Seller neither warrants nor guarantees against damage from the use and/or application of the commodity sold and hereby is expressly relieved from liability therefore. Unless expressly stated herein, Seller shall not be deemed to have any knowledge of any particular purpose for which the goods sold hereunder are required.
- d) In the event that Buyer defaults on any payment to the Seller or becomes insolvent, or if a receiver is appointed for all or part of Buyer's assets, or a petition in bankruptcy, either voluntary or involuntary is filed by or against Buyer, Seller may at its option, cancel all or any unfilled portion of this contract.
- e) INVOICE SERVICE CHARGES – A service charge of 1.5% per month (18% per annum) or the highest maximum rate allowed by law, whichever is lower, will be made on all overdue amounts.