

BUSINESS TRADING TERMS AND CONDITIONS OF SALE

PRICES

- (a) The prices as shown in South Pacific Seeds Pty Ltd (the "sellers") price list are subject to alteration without notice and may be varied by the seller without notice to the buyer at any time prior to the order being received.
- (b) Supply is subject to sufficient stock being available for sale at the time of ordering.
- (c) Any retail price set out or referred to herein is a recommended price only and there is no obligation to comply with the recommendation.

RETENTION OF TITLE CLAUSE

- (a) Risk in the goods shall pass to the Purchaser at the date of delivery and the Purchaser will ensure all goods that are at his risk.
- (b) Notwithstanding that the risk shall pass to the Purchaser as herein provided, title to the goods shall remain the absolute property of South Pacific Seeds Pty Ltd (the "Company") until the whole of the moneys due under this agreement are paid in full. The Company (and its agents duly authorised in writing) shall at all times and without notice be entitled to enter any premises believed to be occupied by the Purchaser without any liability for trespass and recover therefrom the goods the subject of this agreement, and any goods created pursuant to the use of the goods, but only if there is an existing default in the terms of payment for such goods.
- (c) The sale by the Purchaser of any of the goods prior to payment in full of the moneys due thereon shall be made by the Purchaser as the Company's agent and the Purchaser shall forthwith account to the Company for the proceeds of sale to the extent to which such proceeds are necessary to satisfy moneys due.
- (d) Where goods sold hereunder are used in the manufacture of new objects or otherwise mixed, then title of the object in question shall automatically pass to the Company as surety for full payment of the moneys due.

TERMS OF PAYMENT

Unless otherwise agreed by both parties the terms of payment shall be by the end of the month following the month of Invoice Date. Action will be taken to recover overdue accounts including legal fees. The Company reserves the right to refuse supply until outstanding accounts have been paid.

RETURN OF GOODS

Goods will not be accepted for return AFTER 30 DAYS from the date of delivery.

- (a) Orders placed by the Buyer may only be cancelled with the Sellers written permission.
- (b) Return of goods can only be made upon the prior agreement from South Pacific Seeds.

FREIGHT

All orders will be charged freight at cost.

LIMIT OF LIABILITY

We warrant to the extent of the purchase price that seeds and plants sold are as described on the container within recognised tolerances. We give no other or further warranty expressed or implied. If this condition of sale is not acceptable the buyer should immediately return the goods unopened.

Any liability incurred by the Seller to the Buyer, to the extent legally permissible is to be limited to the replacement of the goods or a refund of the price paid by the Buyer.