



# TASMANIAN SEED

Dressing and Storage Co.

## TERMS OF TRADE

### 1. DEFINITIONS

“**Account**” means a monthly charge account payable by you for the cost of work undertaken by us.

“**Company**” or “**TSD**” means Tasmanian Seed Dressing & Storage Co Limited.

“**Company Premises**” means 287 Oaks Road, Carrick, Tasmania, or any other premises that the Company uses to store Seed or to undertake the course of work.

“**Client**” or “**You**” means you as the owner of the seed.

“**GST**” means goods and services tax pursuant to the Goods and services Tax Act (as amended or replaced).

“**Seed**” means the seeds owned by the You.

“**Terms**” means these Terms of Trade as replaced or amended from time to time by the Company.

“**Third Party**” means an individual or company that you have an Agreement with regarding the Seed.

“**Website**” means [www.siseed.co.nz](http://www.siseed.co.nz) (refer Tasmania)

### 2. Contract

2.1 A contract will come into existence between you and the Company once your Seed has been accepted by the Company.

2.2 Upon acceptance of your Seed, you will be issued with a receipt invoice and/or a docket of acceptance.

2.3 Any additional terms that are to form part of the contract between you and the Company will be discussed with you, and where practicable, outlined in writing prior to the services commencing.

### 3. Account

3.1 Upon acceptance of your Seed an Account will be opened with the Company under your trading name.

3.2 You must inform the Company as soon as practicable of any changes in respect of your contact details and/or billing address.

3.3 We may impose a credit limit on your Account and alter that limit without notice to you. In the event that you exceed your credit limit we may refuse to accept Seed from you or refuse requests from you regarding current Seed.

3.4 We may close or suspend your Account at any time. Upon closure of your Account:

- a. All of your rights under these Terms terminate, except for any rights that have accrued to you prior to the closure of your Account; and
- b. All your obligations to TSD continue under these Terms until all of your obligations to TSD have been satisfied in full to our satisfaction.

### 4. Terms of Payment

4.1 An invoice will be issued to you once our services have been completed. We may issue an interim invoice where

it is deemed necessary and we will contact you prior to issuing an interim invoice.

4.2 Unless the Company specifies otherwise, the price for the services and associated charges, plus GST, must be paid to the Company by the 20<sup>th</sup> day of the following month, or such other date as agreed between you and the Company.

4.3 All amounts payable by you to us is to be paid in full and in cleared funds without any set-off, deduction or counterclaim.

4.4 Payment will not be treated as received until the date on which the payment is credited to the Account specified on our invoice. You must pay any costs associated with the method of payment and such costs may be added to (and from part of) the price.

4.5 We may arrange to receive payment of your Account from any Third Party. In this event, you will be given notice from TSD and the Third Party, and your consent will be required to both us and the Third Party.

### 5. Delivery and Acceptance

5.1 Unless otherwise specified, the Client shall be responsible for the cost of and arranging transport of the Seed.

5.2 Seed shall be accepted by TSD in accordance with the sampling and storage protocol document along with the individual customers specifications.

### 6. Client's Obligations

6.1 The Client agrees to comply with the seed testing and sampling requirements as set out in TSD's Seed Sampling & Storage Protocol or/and in conjunction with Third Party contracts.

### 7. Client's Warranties

7.1 The Client warrants that:

- a. It has the adequate insurance cover for the Seed at the date that the Seed is delivered to the Company's Premises and throughout the term that is held at the Company's Premises. The insurance Certificate of Currency is to be supplied from you to the Company upon demand;
- b. It has the necessary resources to fulfil its obligations under this Agreement; and
- c. All information provided to the Company is true and correct in all aspects.

7.2 The Client indemnifies the Company against any loss or liability that may be suffered or incurred by the Company

arising either directly or indirectly from the Customer's failure to comply with clause 7.1.

- 7.3 Where the Client has not obtained adequate insurance cover for the Seed, and/or, where the Client's actions have caused loss suffered by TSD, the Client will indemnify the Company against any loss suffered in respect of the customers actions.

## **8. The Company's Warranties and Liability**

- 8.1 The Company warrants that the services will be carried out in accordance with good industry practice.
- 8.2 The Company will take reasonable care of the Client's Seed while at the Company's Premises but the Company does not take responsibility for loss for damage which is caused by any factors beyond TSD's control which occurs despite any liability of TSD for failure to take reasonable care will be limited to the replacement value of the Client's Seed and will not extend to loss of income or profits where legally liable/owing to TSD negligence. TSD will not be liable in any way for diseases or infections affecting the Client's Seed which arises or become apparent while on TSD premises.
- 8.3 Except to the extent of any written warranties given by the Company to the Customer, all warranties and representations, including those expressed or implied by law, in respect of the obligations of the Company under this Agreement are excluded to the extent permitted by law.

## **9. Storage**

- 9.1 You authorise us to store your Seed at the premises owned by either us or by a third party and to move the Seed from one storage premises to another if require in our sole discretion.

## **10. Default Event**

- 10.1 Default event means any of the following which occurs without our prior written consent:
- You fail to comply with these Terms (including payment of Account on time); or
  - Any information provided by you is untrue, misleading or deceptive in a material respect.
- 10.2 If a default event occurs, then without prejudice to our other remedies:
- We are entitled to suspend or cancel any part of our contract with you which remains unperformed; and
  - We may suspend or terminate your contract and any other obligations to you under these terms; and
  - All Accounts outstanding by you, whether or not due for payment, become due and payable; and

We will not be liable to you for any loss or damage you suffer because of our exercise of any rights, powers or remedies that are available to us after the occurrence of a Default Event.

- 10.3 The rights, powers and remedies provided for these Terms are in addition to, and not limited or exclude (or otherwise adversely affect), any right, power or remedy provided to us by law.

## **11. General**

- 11.1 Assignment: You may not transfer any right or benefit under these Terms. We may transfer our rights and obligations under these Terms by notifying you in writing.
- 11.2 Typographical Errors: We reserve the right to correct any typographical errors or clerical errors in any prices quoted or contained in an order or quotation.
- 11.3 Enforcement: You will pay on demand all costs (including legal costs on a solicitor/client basis) incurred by us in connection with any default by you or enforcement action taken by us.
- 11.4 Disputes: Any dispute between you and us will be discussed between both parties in the spirit of goodwill.
- 11.5 Severability: If any part of these Terms is illegal, unenforceable or invalid, the remaining terms are not affected.
- 11.6 Consumer Guarantees Act: The parties each agree that the Seed is both supplied and acquired in trade and therefore the Consumer Guarantees Act does not apply.
- 11.7 Fair Trading Act: The parties agree that the Fair Trading Act does not apply to this Agreement.
- 11.8 Joint and several liability: where the client comprises of more than one person or entity then the obligations between those persons are under this Agreement is joint and several.
- 11.9 Variation: We may in our absolute discretion change these Terms at any time by publication on our Website. The change will take effect from the time specified.
- 11.10 Legislation: a reference to any legislation in these Terms include a reference to any amended or substitute legislation and any regulations enacted under that legislation.
- 11.11 Governing Law: this Agreement is subject to, governance by and interpreted in accordance with Australian law and the parties submit to the exclusive jurisdiction of the courts of Australia in respect of any dispute in relation to this Agreement.