

TERMS AND CONDITIONS OF TRADE

1. ACCEPTANCE OF TERMS AND CONDITIONS

Use of this account shall constitute acceptance of these Terms and Conditions of Supply notwithstanding that the application has not been completed and/or signed by or behalf of the Customer.

2. SUPPLY OF PRODUCTS AND SERVICES

2.1 Fert Wholesale Direct Ltd will use its reasonable skill, care and effort in supplying all products and services to you and will use its reasonable efforts to supply all products and services by any agreed delivery date(s) in a timely and effective manner. However, Fert Wholesale Direct Ltd will not be liable for any delay or non-performance in supplying products or services to you, including where there are delays in cartage.

2.2 You must satisfy yourself as to the suitability for your intended purposes of all products and services supplied by Fert Wholesale Direct Ltd to you

2.3 Within 14 days from delivery of any products or the performance of any services being completed, you must inspect the products and performance of the services and notify Fert Wholesale Direct Ltd of any damage to or defect in the products or performance of the services.

3. SPECIAL MIXTURES

These may be available as a combination of compatible products and are blended prior to dispatch. Orders should be placed at least two days before the required delivery date. Additional charges may apply for special mixes.

4. PRICE

4.1 The price for all products and services will be either as quoted by Fert Wholesale Direct Ltd to you or at standard charges for products and services applying at the time of dispatch or performance.

4.2 All prices for products and services set out in Fert Wholesale Direct Ltd's quote or pricelist (as applicable) exclude GST and freight charges except as expressly stated otherwise.

5. CHANGE IN CONTROL

The buyer shall give the seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address contact phone or fax number/s, or business practice).

6. PAYMENT TERMS

6.1 The Customer shall pay for the goods and services no later than the 20th of the month following the date of invoice or as may otherwise be required by Fert Wholesale Direct Ltd.

6.2 Fert Wholesale Direct Ltd may at any time in its sole discretion withdraw the provision of credit to the Customer.

7. PAYMENT

Payments are to be accepted by either direct debit or cheque.

8. OVERDUE ACCOUNTS – DEFAULT

If the Customer fails to pay the amount due on or before the due date Fert Wholesale Direct Ltd (without prejudice to its other rights and remedies) shall be entitled to charge interest at the rate of 2% per month compounded monthly on the 20th of each month on the outstanding balance.

9. CREDIT INFORMATION

The Customer authorises Fert Wholesale Direct Ltd to enquire from any person, company or organisation for information Fert Wholesale Direct Ltd may require to furnish credit information. Under the Privacy Act 1993 the Customer has the right of access to and correction of their personal information held by Fert Wholesale Direct Ltd.

10. DELIVERY

10.1 Delivery of goods shall be deemed to be made to the Customer when the goods are received at the clients farm / premises or when dispatched ex store.

10.2 Fert Wholesale Direct Ltd may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Fert Wholesale Direct Ltd (whether payment is due or not).

10.3 Returned goods will only be accepted for return with the prior approval of Fert Wholesale Direct Ltd. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by Fert Wholesale Direct Ltd.

11. WARRANTIES AND LIABILITY

11.1 Fert Wholesale Direct's obligation in respect of products for which dispute of quality emerges, shall be limited to re supply of such products only and Fert Wholesale Direct Ltd shall not be responsible for the removal and disposal of any products or the preparation of the relevant part of the site. No claim shall be accepted by Fert Wholesale Direct Ltd unless received in writing within 14 days after delivery.

11.2 Fert Wholesale Direct Ltd does not have knowledge of your specific use of all products, services and advice provided by Fert Wholesale Direct Ltd to you, except for any written warranties given by to you, all warranties and representations (including those expressed or implied by law) in respect of products, services and advice provided are excluded to the extent permitted by law.

11.3 Fert Wholesale Direct Ltd will not be liable:

(a) where you have altered or modified any products, mis-applied any products or subjected any products to any unusual or non-recommended use, service of handling;

(b) where any products are not transported, stored, handled or used in accordance with any directions given by Fert Wholesale Direct Ltd to you;

(c) for loss or damage caused by any factors beyond Fert Wholesale Direct Ltd control.

12. OWNERSHIP RETENTION

Ownership of the goods shall not pass to the Customer until the Customer has paid for the goods in full and proceeds of sale of goods that have not been paid for shall belong to Fert Wholesale Direct Ltd.

13. ENFORCEMENT

The Customer indemnifies Fert Wholesale Direct Ltd for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis and all debt collection costs incurred.

14. VARIATIONS

Fert Wholesale Direct Ltd reserve the right to make and notify the Customer of amendments to these Terms and Conditions of Supply at any time.

15. GUARANTEE

The person(s) signing the credit application form do jointly and severally personally guarantee to pay all monies due to Fert Wholesale Direct Ltd. This guarantee is continuous and remains in effect at all times until all obligations of the Customer have been fully discharged.

16. TERMINATION

Fert Wholesale Direct Ltd and the Customer shall each have the right to terminate this credit facility on giving of three (3) working day's notice in writing but no such termination shall release the customer from payment of any monies owed to Fert Wholesale Direct Ltd or clause 10 retention of ownership until payment.

17. CONSUMER GUARANTEES ACT DOES NOT APPLY

The Customer agrees and acknowledges that all supplies of goods and services from Fert Wholesale Direct Ltd are/will be acquired for the Customer's business purposes and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply as between the Customer and Fert Wholesale Direct Ltd.