



Grower to Grower Seed Agreement for DS Bennett wheat

Seednet (a Nutrien Ag Solutions Limited business, ABN 73 008 743 217) and The Seed Purchaser and The Seed Seller identified in this Agreement, by signing this Agreement the parties agree to the terms and conditions printed overleaf.

Seed Seller

Name:
ABN:(NGR #)
Address:
Phone number
Email address

The Seed Seller agrees to be bound by the terms and conditions of this Agreement

Signed:Date.....

Seed Purchaser

Name:
ABN:(NGR #)
Address:
Phone number
Email address

The Seed Purchaser agrees to be bound by the terms and conditions of this Agreement

Signed:Date.....

Variety Name	Quantity of Seed Sold or Traded to Purchaser (mt)
DS Bennett wheat	

Once complete please return to Seednet via post or email
Address: PO Box 1409, Horsham, VIC 3400
Email: admin@seednet.com.au
Further copies of this agreement are available on our website -
www.seednet.com.au

End Point Royalty rate

Variety Name	EPR Rate \$/MT (GST Excl)
DS Bennett	\$4.25

TERMS AND CONDITIONS

In consideration of Seednet consenting to the sale of the Seed from the Seller to the Purchaser, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement

- a) Seller means the person or business that purchased Seed from a recognised seed retailer and wishes to sell Seed to the Purchaser
- b) Purchaser means the person or business who wishes to purchase or otherwise acquire Seed from a Seller

By purchasing or acquiring this product from the Seller the Purchaser agrees to be bound by the conditions set out below.

2. CONDITIONS OF PURCHASE AND USE

As the Purchaser you agree that:

You are bound by the terms and conditions of the Industry Standard Variety License and its Schedules which forms the Seednet Variety Licence and you acknowledge that you have read, understood and accept those terms. A full copy of the Seednet Variety Licence is available at www.seednet.com.au. **(Licence)** You will pay any End Point Royalties (EPR) applicable under this Agreement on the grain produced of this variety. You will not use this product until you have read and accepted the terms and conditions in the Licence.

The variety(s) above is registered in Australia under the Plant Breeders Rights Act 1994. Any unauthorised commercial production or reproduction, conditioning for propagation, offering for sale, export, import or stocking of propagating material is an infringement under the Plant Breeders Rights Act 1994 and could result in legal action.

3. INDEMNITY, DISCLAIMER AND RELEASE

3.1 If the Purchaser breaches this Agreement:

- a) The Purchaser indemnifies Seednet against all loss and damage that Seednet may suffer as a result; and
- b) The Purchaser must pay all of Seednet costs (including legal costs) associated with enforcing Seednet rights under this Agreement or under the Plant Breeder's Rights Act 1994.

3.2 All warranties, conditions, liabilities or representations in relation to the Seed, whether express or implied, are excluded by Seednet to the extent permitted by law. Without limiting any of these terms:

- a) If the Purchaser chemically treats the Seeds, directly or indirectly, then any warranty applicable to the Seeds automatically becomes void and Seednet has no liability whatsoever to the Purchaser or to any other person; and
- b) Neither Seednet nor the Seller makes any warranty or assurance to the Purchaser in respect of the quality, condition, suitability, fitness for purpose or merchantability of Seed sold or disposed of to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than Seednet). The Purchaser waives any right it may have or may subsequently have to claim against Seednet or the Seller arising in respect of this agreement or any Seed sold or disposed of to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than Seednet) and releases and forever discharges Seednet and the Seller from all actions, suits, causes of action, proceedings, claims,
- c) accounts, demands, costs and expenses (including, without limitation, at law, in equity or pursuant to statute) which the Purchaser may now have, or but for the presence of this clause, may at any time subsequently have against Seednet and the Seller which arises in respect of this agreement or any Seed sold or disposed of to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than Seednet)

3.3 The Purchaser indemnifies Seednet (on its own account and as agent for the following indemnitee) and the Seller against all loss and damage (including consequential and indirect loss and damage) that any such indemnitees may suffer as a result of the sale or disposal of Seed to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than Seednet) and agrees to pay all of such indemnitees' costs (including legal costs) relating thereto.

3.4 The liability of Seednet and the Seller to the Purchaser or any other person (whether such loss results from breach of condition, warranty, contract or from negligence) shall be limited solely to the amount of the purchase price of the Seed. That remedy shall be the exclusive and sole remedy of the Purchaser and all other persons for such loss. In no event shall any of Seednet or the Seller be liable for any consequential or incidental damages sustained by the Purchaser or any other person.

4. AUTHORITY OF SELLER

The Seller is not authorised as agent for Seednet:

- a) to amend any provision of this Agreement; or
- b) to make any representation, warranty or other statement on behalf of Seednet which is not expressly contained in this Agreement;
- c) to enter into any other contract or other form of binding commitment whatsoever.

Important Note: The parties acknowledge to have read, understood and accepted the terms of this contract upon signing. In particular the parties acknowledge that Seednet is either: - (a) A Licensee of the Seed variety stated in clause 1 and that all dealings relating to the cultivar are subject to the terms of the Licence and this contract; or (b) A Licensee or Sub-licensee under PBR of the variety of Seed stated in clause 1 and all dealings relating to the variety are subject to PBR and the terms of the Licence or Sublicence; meaning that any unauthorised commercial propagation or any sale, conditioning, export, import or stocking of the Seed or Commodity is an infringement of the rights of the Licence or Sublicence and an infringement under the Plant Breeders Rights Act 1994.