

PURCHASE ORDER for DURUM WHEAT SEED
SOUTHERN AUSTRALIA DURUM GROWERS ASSOCIATION INC.
 ABN 65 351 773 505 PO Box 504, Farrell Flat SA 5416 Ph 0481322821

PURCHASE ORDER

To meet the terms of the Variety Licencing Agreement the details of the Grower is mandatory:

GROWER BUSINESS NAME:

GROWER ABN/ACN: **GROWER Mobile:**

GROWER CONTACT NAME: SADGA Member: (circle) Yes / No

GROWER EMAIL ADDRESS: SADGA Subscriber (circle) Yes / No / Allow

PURCHASER DETAILS:

Purchaser: Contact Person:

Address:

Billing Address (if different):

Phone: Mobile: Fax:

Email Address:

SEED REQUESTED BY PURCHASER

Purchase Order Number: _____

Durum Wheat Seed (✓ Check variety selection)	Description (✓ check seed collection specification)	Tonnage Ordered	Tonnage Collected (Admin Only)
DBA Aurora	Durum wheat seed bulk direct off header*		
DBA Spes	Durum wheat seed bulk cleaned off header*		
DBA Artemis	Durum wheat seed cleaned in Bulker bags		

*note: bulk off header 4 tonnes minimum – cleaned in bulker bags 1 tonne minimum

Return completed Purchase Orders to:

SADGA Secretary: Deb Baum

Email: SADGAsecretary@gmail.com **POST:** PO Box 504, Farrell Flat SA 5416 **Ph:** 0481 322 821

Upon acceptance of the Purchase Order by SADGA:

- The Purchaser will be advised of the name of the Seed Multiplier and location at which the Seed will be available.
- The Purchaser will be contacted by the Seed Multiplier prior to harvesting to make arrangements for collection by the Purchaser within fourteen (14) days of harvest.
- All freight and associated costs are the responsibility of the Purchaser.
- A discount of \$100 (GST exc) per tonne is available for all seed orders received prior to price being set on December 1st each year.
- No guarantee that seed will be available for orders post December 1st.
- SADGA Members save \$50/tonne

I/We have read, understood and agree to the terms and conditions of the SADGA Purchase Order and the Variety License:

Purchaser's Signature:

Date:.....

SADGA Signature:

Date:.....

SADGA TERMS AND CONDITIONS

The following conditions, provisions and terms ("**Terms and Conditions**") govern the relationship between SAGDA and the Purchaser in connection with the supply of Seed by the Seed Multiplier on behalf of SADGA.

1. DEFINITIONS AND INTERPRETATION

- 1.1. "**Agreement**" means the documents comprising the Purchase Order and these Terms and Conditions;
- 1.2. "**Contract Sum**" means the amount to be paid by the Purchaser to SADGA as calculated by SADGA using the Purchase Order quantity of Seed requested together with the Price as released by SADGA, as recorded on the invoice;
- 1.3. "**Purchaser**" means the business or company identified in the Purchase Order;
- 1.4. "**Purchase Order**" means the document preceding the Terms and Conditions having that title and signed by the Purchaser.
- 1.5. "**Clean Seed**" means 98 percent purity as a minimum in accordance with industry standards;
- 1.6. "**SADGA**" means the Southern Australia Durum Growers Association;
- 1.7. "**Seed**" is the seed ordered by the Purchaser to be supplied by the Seed Multiplier as listed in the Purchase Order;
- 1.8. "**Seed Multiplier**" is a member of SADGA whom makes Seed available to the Purchaser on behalf of SADGA.
- 1.9. "**Treasurer**" is the person identified as such on the Purchase Order.
- 1.10. Headings are for convenience only and do not form part of these Terms and Conditions; and
- 1.11. Reference to the singular includes the plural and the plural includes the singular.

2. PLACING AN ORDER

- 2.1. The Purchaser is deemed to have confirmed the accuracy of the Purchase Order and to have read and accepted these Terms and Conditions by signing the Purchase Order and returning a copy of the Purchase Order to the Treasurer of SADGA.
- 2.2. No seed will be available for collection until the Purchase Order is signed and returned to the Treasurer.
- 2.3. Seed is sold to the Purchaser to be grown as a commercial sale by the Purchaser and must not under any circumstances be resold as seed.
- 2.4. The Seed price is determined by SAGDA and made available to Purchasers on or about 2 December of the given year.
- 2.5. Any amendments to the Purchase Order must be made in writing to SADGA and approved by SADGA no later than the date of harvest by the Seed Multiplier, after which time all orders and quantities are final.
- 2.6. The Purchaser will be liable to SADGA for the cost of all Seed which is the subject of a Purchase Order after the date of harvest by a Seed Multiplier, together with any cleaning fees incurred under clauses 3.4 to 3.6.

3. COLLECTION

- 3.1. The Purchaser will be advised by SADGA of name of the Seed Multiplier and the location where the Seed will be available.
- 3.2. The Purchaser will be contacted by the Seed Multiplier prior to harvesting to make arrangements for collection. Collection by the Purchaser is to occur within fourteen (14) days of harvest.
- 3.3. All freight and all other associated costs are the responsibility of the Purchaser.
- 3.4. SADGA is contractually obliged to supply the Purchaser with clean Seed. Should any Seed be assessed by SADGA or its agents as requiring cleaning, this will be undertaken

as directed by SADGA and at the cost of the Purchaser. SADGA is unable to release Seed that does not meet minimum acceptable standards nor able to transfer the responsibility cleaning of the Seed to the Purchaser.

- 3.5. The Purchaser is responsible to ensure that all vehicles are free of contaminants. The Seed Multiplier has complete discretion to refuse entry to any vehicle they deem to be contaminated by weeds or foreign grain.
- 3.6. Should a Grain Multiplier be required to clean a vehicle prior to loading a surcharge of \$100.00 will be applied to the Purchaser's invoice. Cleaning of a vehicle is at the discretion of the Grain Multiplier.
- 3.7. All vehicles will be weighed before and after the collection of Seed at a weighbridge agreed between the Purchaser and Seed Multiplier, unless the Seed Multiplier has facilities suitable onsite to ascertain the weight of seed provided to the Purchaser
- 3.8. Following collection, the Seed Multiplier will notify SADGA of the exact tonnage collected by the Purchaser. SADGA will then issue an invoice to the Purchaser to be paid in accordance with clause 5.

4. TITLE

- 4.1. Until the Purchaser has paid the Contract Sum in full legal and beneficial ownership of the Goods remains with SADGA.
- 4.2. Until such time as SAGDA receives payment of all costs due and payable by the Purchaser, the Purchaser holds the Goods (at no cost) as trustee for the SADGA.
- 4.3. In addition to any lien to which the SADGA may by statute or otherwise be entitled, SADGA shall, in the event of the Purchaser's insolvency, bankruptcy or winding up, be entitled to a general lien for the unpaid price of any Seed collected by the Purchaser but not paid for.
- 4.4. Nothing in Clause 4.3 prevents SAGDA from exercising any legal rights and remedies to recover payment of all amounts due and payable under this Agreement and otherwise at law.
- 4.5. The purchaser has the full responsibility of all costs and damages associated with transit of seed.

5. PAYMENT

- 5.1. The Purchaser must pay SAGDA, within thirty (30) days of the date of SAGDA issuing an invoice for such payment to the Purchaser, the total amount set out in the invoice/s issued by SAGDA.
- 5.2. SAGDA may, in its absolute discretion, seek and recover from the Purchaser and the Purchaser agrees to pay:
 - 5.2.1. interest on all overdue invoices from the date of an unpaid invoice monthly at a rate of 2% above the official cash rate at the date the invoice falls due;
 - 5.2.2. any costs and expenses incurred in collecting or attempting to collect any amounts that are not paid by the Purchaser when due including debt collector's expenses, and solicitor's fees on a solicitor/client basis.

6. COMPLETION

- 6.1. SAGDA shall not be liable to compensate the Purchaser for any delay in the provision of the Seed by the Seed Multiplier.

7. LIMITATION OF LIABILITY

- 7.1. All liability and obligations imposed under statute are expressly excluded but only to the extent that this exclusion does not contravene the statute or cause any part of the Agreement to be void.
- 7.2. To the maximum extent permitted by law:
 - 7.2.1. SAGDA will not be liable to the Purchaser or any other person or third party in respect of any consequential or other loss or damage (including loss of profit, loss of income or loss to reputation) arising directly or indirectly from the performance

or non-performance of the Seed under this Agreement;

7.2.2. SAGDA's liability arising out of a connection with this Agreement whether under the law of contract, in tort, in equity under statute or otherwise shall be limited to an amount equal to the Contract Sum;

7.2.3. SAGDA shall not be liable to the Purchaser for any statements, representations, guarantees, conditions or warranties not expressly contained in the Purchase Order.

8. **SUSPENSION AND/OR TERMINATION BY SAGDA**

8.1. SAGDA shall be entitled to suspend and/or terminate the supply of Goods and/or Services forthwith by written notice to the Purchaser upon the happening of any one of the following events:

8.1.1. where full payment of any invoice issued by SAGDA to the Purchaser whether for the whole or part of the Contract Sum has not been received by SAGDA in keeping with clause 5 above;

8.1.2. where the Purchaser, being an individual, commits an act of bankruptcy or, being a corporation goes into liquidation or has a receiver or administrator appointed to control its affairs, is deemed unable to pay its debt or has a petition presented for its winding up or for an administrative Order ; or

8.1.3. where the Purchaser is in material breach of any of the Terms and Conditions and:-

(a) SAGDA has given the Purchaser a written notice demanding the breach be remedied within fourteen (14) days and the Purchaser fails to comply with such notice; or

(b) such breach cannot be remedied; or

(c) such breach evinces an intention on the part of the Purchaser that it does not wish to be bound by the terms of this Agreement.

8.2. Any suspension and/or termination shall be without prejudice to and shall not affect any rights of SAGDA against the Purchaser that have accrued up to the time of suspension or termination (as the case may be).

9. **VARIATION AND/OR TERMINATION BY THE PURCHASER**

9.1. The Agreement may only be cancelled and/or varied by the Purchaser with the written consent of SAGDA.

9.2. To the extent permitted by law, SAGDA may require, as a condition of such consent, that the Purchaser pay reasonable charges for such cancellation/variation, which takes into account expenses incurred by SAGDA to the date of cancellation and/or variation.

10. **FORCE MAJEURE**

10.1. SAGDA will have no liability to the Purchaser in relation to any loss, damage or expense caused by SAGDA's failure to supply the Goods and/or complete the Services as a result of fire, flood, hail, frost, tempest, earthquake, riot, civil disturbance, theft, vandalism, crime, strike, lockout, breakdown, war, the inability of SAGDA's Seed Multipliers to supply the necessary material or any other matter beyond SAGDA's control.

11. **PRIVACY**

11.1. The Purchaser hereby authorizes SAGDA to collect, retain, record, use and disclose consumer and/or commercial information about the Purchaser, in accordance with the *Privacy Act 1988 (Cth)*, to persons and/or legal entities who are a solicitor, or any other professional consultant engaged by SAGDA, a Debt Collector, Credit Reference Organization and/or any other individual or organization which maintains credit references and/or default listings.

12. **DISPUTE RESOLUTION**

12.1. Without prejudice to either party's rights under relevant legislation both parties agree that:

12.1.1. the Purchaser and SAGDA will initially use all reasonable endeavors to resolve any dispute arising under this Agreement within 14 days of a party being advised by written notice of such a dispute;

12.1.2. in the event that the parties are unable to resolve the dispute within the timeframe specified at clause 12.1.1 above, the parties may either agree to refer the matter to mediation or some other form of alternative dispute resolution or commence legal proceedings.

12.1.3. To the extent possible, both parties shall continue to comply with their respective obligations under this Agreement whilst the dispute is being addressed by the procedure as set out in this clause 12.1;

12.1.4. Nothing in this Agreement shall prevent SAGDA from seeking injunctive relief at any time if it is deemed necessary by SAGDA.

13. **APPLICABLE LAW**

13.1. The Agreement is governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia.

14. **SEVERANCE**

14.1. If any part of this Agreement is found to be void, voidable or not enforceable, that part shall be struck out without affecting or eroding the enforceability or validity of the remaining parts and such severance shall not detract from the obligations each party has under this Agreement.

15. **GUARANTEE**

15.1. The person signing this Agreement on behalf of the Purchaser and named as the Purchaser's contact hereby guarantees the payment of all monies that become due and payable under this Agreement. This guarantee will continue following the termination of this Agreement until all monies owing to SAGDA are paid in full.

16. **ENTIRE AGREEMENT**

16.1. This Agreement contains the entire agreement between SAGDA and the Purchaser. The parties agree that any negotiations that lead to the formation of this Agreement have been accurately incorporated in this Agreement.

16.2. In entering into this Agreement, the parties hereby acknowledge that they have not made any warranties or representations to each other except as incorporated in this Agreement.

Variety License - TERMS OF USE



This License is the Standard Industry Agreement adopted by the majority of Plant Breeding and Commercialisation companies in Australia

YOU WILL BE TAKEN TO HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS BELOW BY ACCEPTING OR USING THE SEED.

THIS CONTRACT IS BETWEEN OWNER/S OF PLANT BREEDERS RIGHTS OR LICENSEE, OF THE LICENSED VARIETIES, AND YOU, THE GROWER.

Terms and conditions

It is agreed:

1. Meaning of Words

The meaning of words starting with a capital letter that are used in this Contract is set out in Schedule 1.

2. Grant of License

In return for you paying the EPR we grant you a non-exclusive license to use the Licensed Varieties to:

- a) plant Seed on your own farm to produce grain or fodder;
- b) produce more grain or fodder on your own farm using Retained Seed; and
- c) Sell grain or fodder other than for the purpose of further propagation.

3. What you cannot do

3.1 You agree that:

- a) any Essentially Derived Variety of any Licensed Variety created using the Seed or Retained Seed will be owned by the owner/s of the PBR in the relevant Licensed Variety and you will do all things necessary to give effect to this clause.
- b) not to Sell any Grain for use as a Propagating Material without the Licensees or Owners express written permission.

4. Notice to declare production of Harvested Material

4.1 On or before 31 March each year, we will provide, or arrange for a third party to provide, you with a notice to declare your production of Harvested Material for the previous twelve month period. You must accurately complete and return the notice as directed by that notice.

4.2 If for any reason you do not receive such a notice by 31 March, you must provide to us a written notice by 30 April with the following information for the previous twelve month period:

- a) your name and address;
- b) the variety/ies and quantity/ies of Harvested Material produced by you;
- c) the variety/ies and quantity/ies of Harvested Material Sold by you and the trading name of each purchaser;
- d) the variety/ies and quantity/ies of Retained Seed;
- e) the variety/ies and quantity/ies of Harvested Material that has been or is intended to be Consumed;
- f) the variety/ies and quantity/ies of Harvested Material that are stored or warehoused for future sale, and;
- g) the total End Point Royalty due to us in relation to the Harvested Material.

4.3 In addition to the information you are required to provide under clauses 4.1 and 4.2 (above), you must provide any other reports or information set out in Schedule 2.

4.4 You agree that:

- a) any Authorised Distributor may pass on Details to us; and

- b) any entity that stores, warehouses, conditions, purchases or Sells the Harvested Material that you produce may pass on Details to us.

5. Payment of End Point Royalty

- 5.1 You must pay to us, by 30 April each year, the End Point Royalty (and applicable GST) as set out in Schedule 2 for each tonne of Harvested Material Sold or Consumed by you for the previous twelve month period.
- 5.2 Where clause 6 does not apply, we will, upon receipt of the information required to be provided by you under clause 4, issue a tax invoice to you for the End Point Royalty payable by you.
- 5.3 We reserve the right to charge interest on overdue amounts at the rate specified in Schedule 2.

6. Royalties deducted by EPR Collector

- 6.1 If you Sell Harvested Material to an EPR Collector, you agree that the EPR Collector will:
 - a) deduct End Point Royalties (including GST) in relation to the Harvested Material Sold from the Sale price to be paid by the EPR Collector to you for that Harvested Material;
 - b) pay the sums deducted under clause 6.1(a) to us in or towards satisfaction of your obligations under this Contract to pay the End Point Royalty with respect to the Harvested Material, and;
 - c) provide Details to us.
- 6.2 We will require the EPR Collector to issue a tax invoice to you for the amount of End Point Royalty (including GST) deducted and paid to us by the EPR Collector.

7. Your other Obligations

You must:

- a) make sure that anything you do under this Contract complies with all applicable laws;
- b) promptly notify us if you become aware of any unauthorised propagation, production, reproduction, sale or use of any grain or fodder; and
- c) if you plan to sell any property on which Seed or Retained Seed has been planted:
 - (i) notify us and provide details of the purchaser;
 - (ii) make sure that it is a condition of sale that the purchaser takes over your obligations under this Contract; and
 - (iii) pay or have paid all EPRs due on any Harvested Material that is on the property at the date of sale.

8. Records

8.1 You must:

- a) keep records in sufficient detail to enable all EPRs to be easily and accurately determined;
- b) within 30 days after receiving a request from us, make those records available to us or an auditor appointed by us;
- c) pay our costs of any audit that shows you have underpaid us by more than 5% and make up the shortfall; and

d) keep the records for 7 years from the date you Sell any Harvested Material.

8.2 If any audit shows that you have overpaid us by more than 5% we will credit the overpayment against future payments.

9 Promises and exclusions

9.1 We promise that:

- a) we have all rights necessary to grant you the License of the Licensed Varieties; and
- b) the Seed you buy from us or an Authorised Distributor will be free from obligations to anyone else unless we have told you about those obligations.

9.2 Except as provided in clause 9.1 (above) we exclude all terms, conditions and promises implied by custom, the general law or statute except any promises that cannot be excluded by law.

9.3 To the extent permitted by law, our liability to you for breach of any promise that cannot be excluded is limited, at our option, to replacing the Seed or refunding the price you paid for the Seed.

10 Liability

10.1 You:

- a) acknowledge that you Use the Licensed Varieties at your own risk;
- b) indemnify us against all Loss incurred by us and resulting from your Use of any Seed, Retained Seed or Harvested Material or any breach of this Contract.

10.2 If we contribute to any Loss which we have asked you to pay under clause 10.1, then you don't have to pay us for the portion of the Loss that we contributed to.

10.3 We exclude all liability for any special, indirect or consequential damages arising out of your Use of the Licensed Varieties, Seed, Retained Seed or Harvested Material.

11 Dispute resolution

Any dispute or difference arising out of or in connection with this Contract will be submitted to an expert in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Expert Determination Rules.

12 Term

This Contract takes effect from the date on which you accept or Use any Seed and, subject to clause 13, continues in relation to each Licensed Variety until it is terminated by the variety owner and/or licensee.

13 Rights to end Contract

13.1 Either of us may end this Contract immediately by giving notice to the other if the other:

- a) breaches any provision of this Contract and fails to fix the breach within 30 days after receiving notice asking it to do so; or
- b) breaches a provision of this Contract where that breach cannot be fixed.

13.2 We may end this Contract immediately by giving notice to you if you are unable to pay any of your debts (including EPRs) as and when they become due.

13.3 This Contract terminates automatically with respect to a particular Licensed Variety if we lose the right to grant the License in respect of that Licensed Variety.

14 At the end of Contract

At the end of this Contract:

- a) the License ends;
- b) you must pay the EPR Collector or us any amounts outstanding;
- c) except as provided under clause 14 (d) you must promptly:
 - i) Sell or destroy all Harvested Material;

ii) destroy all Seed, and;

iii) destroy all Retained Seed or Sell the Retained Seed other than for further propagation, and pay the applicable EPR on the Harvested Material and the Retained Seed Sold.

d) you may grow out any crop planted at the end of this Contract and Sell or Consume the Harvested Material from that crop and must pay EPR on that Harvested Material, but you must not plant any new crops using the Harvested Material;

e) the following clauses continue, along with any other clause intended to continue after this Contract ends: clauses 8 (Records), 9 (Promises and Exclusions), 10 (Liability) and this clause; and

f) accrued rights and remedies are not affected.

15 Notices

15.1 Any notices under this Contract must be in writing and must be given in accordance with clauses 15.2 and 15.3.

15.2 A notice given in accordance with this clause will be deemed received:

- a) if left at the recipient's address, on the date of delivery;
- b) if sent by prepaid post, 10 days after the date of posting unless it is in fact received earlier, in which case, on the date of receipt;
- c) if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice; or
- d) when posted to our website and/or posted to the Variety Central website (www.varietycentral.com.au).

15.3 Only matters of a general nature relating to more than one grower may be the subject of a notice given in the manner described in 15.2d above. Notices given to individual growers must be addressed to the relevant contact person in Schedule 2 or to the address provided by the Authorised Distributor or EPR Collector.

16 Waiver

The failure of either of us at any time to insist on performance by the other of any obligation under this Contract is not a waiver of any right to claim damages for breach of that obligation unless we acknowledge in writing that the failure is a waiver.

17 Amendment

17.1 We may change the terms of this Contract by giving you at least 30 days notice.

17.2 If we change EPR rates we must notify you by October 1st in order for the change to take effect in the following Calendar Year.

18 Severability

If part or all of any clause of this Contract is illegal or unenforceable it will be severed from this Contract and will not affect the continued operation of the remaining provisions.

19 Assignment

Except to the extent necessary to comply with clause 7(c)(ii), you must not assign or transfer or attempt to assign or transfer any obligation or right arising out of this Contract, without our written consent.

20 Entire Contract

This Contract and schedules records the entire Contract between each of us and supersedes all earlier agreements and representations by either of us.

21 Governing Law

This Contract will be governed by the Governing Law as stipulated in Schedule 2, and the Courts of that State or Territory will have jurisdiction over all matters arising under it.

Schedule 1 Glossary

In this contract:

1. **Authorised Distributor** means us, or a distributor authorised by us to Sell Seed to you.
2. **Consume** means to use Seed so that it cannot be further propagated.
3. **Contract** means this agreement together with its schedules.
4. **Details** means details of the Licensed Varieties, details of the Sale/purchase of Seed and Harvested Material, your name, your address, and details of your business or company (including ABN and CBH and/or NGR number).
5. **End Point Royalty** or **EPR** means the royalty payable by you for every tonne of Harvested Material Sold or Consumed by you, or Retained Seed Sold by you as permitted by clause 14(c)(iii).
6. **EPR Collector** means us or any third party with whom we have entered into an EPR collection arrangement.
7. **Essentially Derived Variety** has the meaning given to it in the PBR Act, namely, a plant variety (as defined in the PBR Act) is taken to be an essentially derived variety of another Plant Variety if:
 - (a) it is predominantly derived from that other Plant Variety; and
 - (b) it retains the essential characteristics (as defined in the PBR Act) that result from the genotype or combination of genotypes of that other variety, and;
 - (c) it does not exhibit any important (as distinct from cosmetic) features that differentiate it from that other variety.
8. **Harvested Material** means the grain or fodder from crops of the Licensed Varieties grown from Seed or Retained Seed.
9. **License** means the license granted under clause 2.
10. **Licensed Varieties** means the varieties listed in Schedule 2.
11. **Loss** means all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against us).
12. **PBR** means plant breeder's rights as defined in the PBR Act.
13. **PBR Act** means the Plant Breeder's Rights Act 1994 (Cth) as amended from time to time.
14. **Propagating Material**, has the meaning given to it in the PBR Act, namely in relation to a Plant of a particular Plant Variety, means any part or product from which, whether alone or in combination with other parts or products of that Plant, another Plant with the same essential characteristics can be produced.
15. **Retained Seed** (or Farm Saved Seed) means grain retained and used by you for the purpose of producing more grain or fodder as permitted by clause 2.1b.
16. **Seed** means seed of the Licensed Varieties, but does not include Retained Seed.
17. **Sell** has the meaning given to it in the PBR Act, namely it includes letting on hire and exchanging by way of barter and 'Sale' and 'Sold' have equivalent meanings.
18. **Use** means to plant, grow, Sell, or Consume.

Schedule 2 - Details



Item 1 Licensed Varieties and applicable End Point Royalties

Plant Varieties owned by the University of Adelaide	EPR Due to the University of Adelaide	Technology fee	Total Royalty Paid by Grower
(\$ per tonne, excluding GST)			
DBA Aurora	\$3.00		\$3.00
DBA Spes	\$3.00		\$3.00
DBA Artemis	\$3.00		\$3.00

Item 2 Interest

The University of Adelaide may charge interest at a rate equal to the *Small Business Variable Small Overdraft Indicator Lending Rate* published by the Reserve Bank of Australia from time to time plus 3%, calculated daily, for any amounts due but unpaid for more than 30 days.

Item 3 Governing Law

South Australia

Item 4 Contact details

Seed Sales:
 SADGA Secretary – Deb Baum
 Email: SADGAssecretary@gmail.com
 Ph: 0481 322 821
 Address: **PO Box 504, Farrell Flat SA 5416**
 Website: <http://durumgrowerssa.org.au/>

For matters relating to EPR collection:

Australian Grain Technologies Pty Ltd
 20 Leitch Rd, Roseworthy, SA 5371
 Phone 08 7111 0209
epr@ausgraintech.com

Grower / You - Contact person and address as provided by the Authorised Distributor or EPR Collector in accord with clause 4.4 of the Industry Standard Grower License Terms and Conditions

Item 6 Special Terms

In the listed varieties above (Item 1), the University of Adelaide has contracted with Australian Grain Technologies (AGT) to collect the EPR on their behalf.