

## **TERMS & CONDITIONS OF SALES & CREDIT (Individual)**

### **1. INTERPRETATION**

“**TAFCO Rapidfert**” means Rapid Fertiliser and Bulk Spreading Pty Ltd trading as TAFCO Rapidfert.

“**The Customer**” means the company listed above.

“**The Goods**” means any product (including services) of whatever nature sold or provided by TAFCO Rapidfert to the customer.

### **2. TERMS TO BE CONTAINED IN EVERY AGREEMENT**

These terms shall form part of every agreement to provide goods between TAFCO Rapidfert and the Customer. They constitute a full and complete statement of the contract between TAFCO Rapidfert and the Customer and no modification or variation of any term of the contract shall be binding unless it is made in writing and signed by TAFCO Rapidfert. The contract shall not be modified or varied by the acknowledgement, receipt or acceptance by TAFCO Rapidfert of a purchase order form or other document containing Terms and Conditions put forward by the Customer. By dealing with TAFCO Rapidfert after being provided with a copy of these terms and conditions the customer accepts and agrees to be bound by them.

### **3. PRICE PAYABLE TO TAFCO RAPIDFERT FOR THE GOODS**

The Customer agrees that in return for TAFCO Rapidfert supplying goods and services to them it will pay TAFCO Rapidfert's charges for those goods, such charges being calculated based on TAFCO Rapidfert's normal schedule of charges (such schedule being available upon request) or at such other price as is agreed on between the parties in writing prior to the supply of the goods. Payment shall be made by EFT, cash, bank cheque or otherwise by way of clear funds. Credit cards payments are not accepted.

### **4. PAYMENT FOR THE GOODS**

a. All fees and charges payable by the Customer shall be paid to TAFCO Rapidfert upon provision to the customer of a Tax Invoice detailing the total amount of the fees and charges and requesting payment. Tax Invoices will be emailed to the customers email address

b. TAFCO Rapidfert may, at its sole discretion.

i. Provide credit to the Customer for the goods and services;

ii. Require payment from the Customer for the goods at the time of pick up / delivery; or

iii. Require payment from the Customer for the goods prior to the goods being ordered by TAFCO Rapidfert.

iv. Require the company to arrange for one (1) or more of its Directors to complete the Directors guarantee attached to this agreement and thereby guarantee the obligations of the Customer.

c. In the event that TAFCO Rapidfert provides credit to the Customer then the following shall apply

i. The Customer shall make payment for the goods within 28 days following the end of the month of purchase.

ii. In the event that any amount payable pursuant to this agreement becomes outstanding then TAFCO Rapidfert shall be entitled to charge interest on such overdue sums, calculated from the date of Tax Invoice, at the rate of 12% per annum. Such interest shall accrue and be calculated on a daily basis until the date upon which payment is received in full by TAFCO Rapidfert.

iii. The Customer hereby agrees to indemnify and/or reimburse TAFCO Rapidfert in relation to any costs incurred by TAFCO Rapidfert in attempting to recover amounts owed by the Customer to it pursuant to this agreement. In the event that some, or all, of the costs incurred by TAFCO Rapidfert are legal costs, those costs shall be reimbursed by the Customer to TAFCO Rapidfert on a solicitor/client basis and shall be recoverable from the Customer regardless of whether legal proceedings were commenced by TAFCO Rapidfert against the Customer.

### **5. RETENTION OF TITLE**

The ownership of all goods supplied by TAFCO Rapidfert to the Customer pursuant to this agreement remains vested in TAFCO Rapidfert and shall not pass from it to the Customer until payment in full has been received for the goods in question. The Customer irrevocably authorises TAFCO Rapidfert to enter on to any premises owned or occupied by the Customer for the purpose of retrieving any goods in circumstances where ownership has not passed to the Customer and the Customer is in default of its obligations pursuant to this agreement.

**6. RISK**

Goods and services supplied by TAFCO Rapidfert to the Customer are at the Customers risk immediately upon delivery to the Customer or into the Customers custody.

**7. WARRANTY AND EXCLUSION OF LIABILITY**

a. Any warranty for the goods shall be limited to the warranty offered by the manufacturer of those goods. A copy of any manufacturer's warranty will be made available upon request. TAFCO Rapidfert makes no warranties, either expressed or implied as to the merchantability, fitness for a particular purpose or otherwise with respect to the goods other than as set out above or as implied by law and which may not be excluded, restricted or modified. In no event will TAFCO Rapidfert be liable in contract, tort including negligence or otherwise for any loss of prospective profits of production, wasted overheads or expenses, special, indirect or consequential damages, machine work or labour charges or for any expense resulting from any defective goods or inability to use them. TAFCO Rapidfert's liability in such a case will be limited to the replacement or repair of the goods.

b. The Customer acknowledges that the Customer does not rely on the skill or judgment of TAFCO Rapidfert as to whether the goods supplied are reasonably fit for any purpose for which they are being acquired.

**8. COLLECTION OF GOODS**

Unless agreed in writing by TAFCO Rapidfert the Customer shall be responsible for collecting any goods from the TAFCO Rapidfert outlet nominated by TAFCO Rapidfert. Any date provided by TAFCO Rapidfert as an indication of likely availability of the goods shall be an estimate only and shall not in any circumstances be incorporated in to any agreement between the parties.

**9. SEVERABILITY OF PROVISIONS**

A provision of part of these terms which is deemed to be unenforceable shall be severable in whole or in part and shall not affect the remaining terms of the agreement or the portion of the particular term from which the part has been severed.

**10. EXERCISE OF RIGHTS**

a. No failure or delay on the part of TAFCO Rapidfert in exercising any of its rights under this agreement shall operate as a waiver of any of those rights.

b. No or partial exercise of any of the rights of TAFCO Rapidfert under these terms shall preclude the exercise of any rights that it may have.

c. The rights of TAFCO Rapidfert under this agreement are cumulative and not exclusive of any other rights that TAFCO Rapidfert may have under statute or by virtual common law.

**11. GOVERNING LAW**

The rights and obligations of TAFCO Rapidfert and the Customer under these terms shall be governed in all respects by the laws of the State of Victoria.

**12. CANCELLATION OF ORDERS**

No order may be cancelled by the Customer except with the consent of TAFCO Rapidfert and on terms which will indemnify TAFCO Rapidfert against all losses (including any loss of profits) which it may suffer.