

# australian agricultural

## CROP TECHNOLOGIES

Updated 12 September 2011

### Seed Variety License

#### 1 Application

These are the terms and conditions on which Australian Agricultural Commodities (ABN 64 057 795 632) trading as Australian Agricultural Crop Technologies, licenses to each person as described in Schedule 1, who purchases (either itself or through an authorised representative), from us or an Australian Agricultural Crop Technologies, **Approved Seed Reseller** seed that is either subject to:

- (1) (a) Registered protection under the Plant Breeders Rights Act 1994 (Act) and in respect of which we are the grantee of Plant Breeders Rights (PBR) or,  
(b) Licensee of that grantee (Seed)
- (2) Protection under the Intellectual Property Australia patent office Trade Mark <sup>TM</sup> and commercial contracts law  
(a) Commercial seed variety licensing system

Details of Australian Agricultural Commodities approved Seed Resellers are available by contacting Australian Agricultural Crop Technologies on (02) 6795 3050 or on our website [www.aacropotech.com](http://www.aacropotech.com).

#### 2 When is a contract formed?

Each time you complete a purchase of Seed from us or an Australian Agricultural Crop Technologies Approved Seed Reseller, you simultaneously enter into a licence with us in respect of the relevant Seed, on these terms and conditions. Additionally, we require that you read the terms and conditions of Australian Agricultural Crop Technologies Seed Variety License (SVL) and complete the attached Schedule 1. You acknowledge that we grant no licence rights in respect of purchases of Seed from persons other than us or Australian Agricultural Crop Technologies approved Seed Resellers.

#### 3 Licenses

- (a) Subject to paragraph 3(b), we licence you to plant Seed for the purpose of you producing grain there from (**Commodity**) and selling that Commodity as commodity (and not as seed). You must not use Seed for any other purpose.
- (b) You may retain:  
Commodity as seed for the purpose of subsequent planting by you (**Retained Seed**). Retained Seed remains subject to these terms and conditions including the obligation to make payments under paragraph 5 in respect of Commodity produced there from;  
or  
Commodity for the purpose of feeding your stock (**Stockfeed Commodity**).
- (c) Subject to any express entitlements conferred on you under these terms and conditions, you acknowledge that all rights conferred on us or our licensors under the Act in respect of the Seed remain in full force and effect.

#### 4 Limitation of liability

- (a) To the extent permitted by law we exclude all warranties and liabilities in relation to the Seed howsoever arising (including all liabilities arising from our negligence).
- (b) Where any warranty or liability in relation to the Seed (including a liability arising from our negligence) cannot be excluded by us, we limit our liability to the extent legally permissible to
  - (i) the replacement of the Seed, or
  - (ii) the payment of the cost of replacing the Seed as determined by us in our discretion.

#### 5 End Point Royalties

- (a) You agree, in accordance with the following provisions of this paragraph 5, to pay to us a royalty on each metric tonne of Commodity you produce (excluding Retained Seed) calculated at the rate applying to the relevant Commodity (**End Point Royalty**) plus applicable GST as set out in schedule 1 to these terms and conditions.
- (b) In respect of the sale of Commodity to us or a third person with whom, prior to the time of that sale, we have entered into a collection arrangement (**Authorised Trading Company, ATC**), an amount equal to the End Point Royalty (plus applicable GST) will be deducted by that **Authorised Trading Company, ATC**, as the case may be, from purchase monies otherwise payable to you in satisfaction of your obligation under paragraph 5(a).
- (c) In respect of any product that is not suitable for human consumption or is unsuitable for commercial use for whatever reason, you must obtain authorisation from Australian Agricultural Crop Technologies to sell that seed to a third party.
- (d) In respect of any sale of Commodity to a third person who is not a **Authorised Trading Company, ATC**, and in respect of any Stockfeed Commodity you must pay to us the applicable End Point Royalty (plus applicable GST) within 30 days after the day of sale or

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day of harvest of the Stockfeed Commodity, as applicable. A tax invoice will be issued to you in relation to the End Point Royalty following receipt of your payment.

## 6 Information requirements

(a) As a condition of your purchase of Seed from an Australian Agricultural Crop Technologies Approved Seed Resellers and your sale of Commodity to an **Authorised Trading Company, ATC**, you agree to supply to that Approved Seed Resellers or Authorised Trading Company your name, address, contact and trading details.

(b) At the time of making your payment under paragraph 5(c) and at any other time that we request in writing, you *must* provide to us complete and accurate written details of the:

- (i) Varieties and quantities of Commodity produced and/or sold;
- (ii) Persons to whom Commodity is sold and details of the varieties and quantities of Commodity sold to those persons;
- (iii) The varieties and quantities of Stockfeed Commodity;
- (iv) The varieties and quantities of Retained Seed; and
- (v) Any other details reasonably required by us in order to verify your compliance with the requirements of these terms and conditions.

(c) You authorise us to contact and obtain from any person from whom you purchase Seed or to whom you sell Commodity any of the details referred to in paragraphs 6(a) or 6(b).

(d) Any failure by us to insist on strict compliance with any of these terms and conditions or any delay by us in exercising our rights under these terms and conditions will not constitute a variation or waiver of any of these terms and conditions or any other right that is available to us.

(e) These terms and conditions can be amended by us at any time by giving you not less than 21 days notice in writing. Any amendments to these terms and conditions, except to the End Point Royalty rates, will apply after the notice period. Amendments to End Point Royalty rates notified in any year will only apply from the commencement of the subsequent year's harvest. You acknowledge that these terms and conditions cannot be amended in any other manner and that no person (including the person from whom you purchase Seed) other than us has the authority to amend these terms and conditions on our behalf.

(f) If part or all of any provision of these terms and conditions or its application to any person or circumstance is illegal or unenforceable, the provision will be interpreted so as to ensure it is not illegal or unenforceable. If any provision or any part of it cannot be so interpreted, the provision or part of it will be severed from these terms and conditions and the remaining provisions of these terms and conditions remain in force.

(g) Where you comprise two or more persons, an agreement or obligation to be performed or observed by you binds those persons jointly and each of them severally.

(h) Your obligations under these terms and conditions cannot be assigned without our prior written consent and you acknowledge that we can give our consent on such terms and conditions as we think fit.

(i) These terms and conditions (and any contract between us in which these terms and conditions form part) are governed by the law in the State of New South Wales and you agree to submit to the jurisdiction of the courts of that state.

(j) The expressions *GST and tax invoice*, when used in these terms and conditions, have the meaning given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth of Australia).

## 7 General

(a) For the purposes of these terms and conditions, the expression *sold* includes *bartered* or exchanged and sell has a corresponding meaning.

(b) You acknowledge and agree that we may enter the details referred to in paragraphs 6 (a) and (b) into an internal database and use those details to contact you with information regarding any of our business developments and/or our products and services (Marketing Purposes). If you do not wish us to use your details for Marketing Purposes please contact us on (02) 6795 3050.

(c) The party as detailed in Schedule 1 and Australian Agricultural Crop Technologies both agree that in performing our rights and exercising our obligations under these terms and conditions, we will each comply with all applicable laws including the Privacy Act 1988 (Cth). A copy of the privacy policy (with which we agree to comply) is available on request or by contacting Australian Agricultural Crop Technologies on (02) 6795 3050.

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## CROP TECHNOLOGIES

### SCHEDULE 1

Executed as an Agreement on the .....Day of ..... 20... according to the following Schedule 1

<b>Item 1 – Grower Details</b>		
Trading Name:		
ABN:		
Contact:		
Postal Address:		
Mobile:		
Phone:		
Fax:		
Email:		
<b>Item 2 – The Variety / Cultivar</b>		
Variety	<input type="checkbox"/> Genesis™090 <input type="checkbox"/> Genesis™509 <input type="checkbox"/> Genesis™079 <input type="checkbox"/> Genesis™425 <input type="checkbox"/> Genesis™510 <input type="checkbox"/> Genesis™114	
Quantity Seed	<input checked="" type="checkbox"/> <input type="text"/> kg	
<b>Item 3 – End point Royalty ( EPR ) payable on the variety selected in Item 2</b>		
EPR Rate                      \$ 5-00 per metric tonne plus GST		
<b>Item 4 – Growers Signature –</b> In signing this document I declare that I have read and fully understand the terms and conditions of this Seed Variety License.		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DATE: .....
Grower/Licensee Signature	Printed Name	
<b>Item 5 - Sellers Details</b>		
Store Name: _____.		DATE: .....
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Seller Representative Signature	Printed Name	

\*\*Once Seed Variety License has been read, completed and signed by the grower please complete the Seller's details and post original to Australian Agricultural Crop Technologies: 46 Boolcarrol Rd, WEE WAA NSW 2388