

Spring Pasture Offer 2019 - Pay Now, Collect Later - **Terms and Conditions**

1. In this offer "CSBP" means CSBP Limited, ABN 81 008 668 371 and "Vendor" means either CSBP or the vendor that you are purchasing the fertiliser from in any particular case.
2. The Spring Pasture Offer (the "Offer") is open for acceptance between 1 August 2019 and 30 September 2019, or until sold out. Tonnage limits may apply.
3. The Offer applies to eligible CSBP Spring Pasture fertiliser ranges as detailed on the Spring Pasture Offer Recommended Retail Price List.
4. The Spring Pasture Offer Recommended Retail Price List is indicative only and prices may change. In addition, the price charged by your Vendor may differ from the prices set out in the Spring Pasture Offer Recommended Retail Price List.
5. Customers have the option to pay at the time of order and collect the order on or before 31 October 2019 (Pay Now Collect Later) in which case the price of the products ordered will be set at the time of order. Alternatively, customers may order the products in advance and pay for the order at the time of collection (Order now, Pay on collection) in which case the price of the products ordered will not be set until the date of collection and prices may change between the date of order and the date of collection – in the case of an "Order now, Pay on collection" order, the product must be collected by 30 September 2019.
6. Acceptance of any order placed in connection with the Offer will occur when your Vendor has approved your order by:
 - a) in the case of a Pay Now Collect Later order, your Vendor (or a third party duly authorised by the Vendor) issuing an invoice; or
 - b) in the case of an Order Now, Pay on Collection order, by your Vendor confirming its acceptance of your order either directly or through a third party duly authorised by the Vendor, or by the invoicing (including invoices issued by your Vendor, or invoices issued by a third party duly authorised by the Vendor) and collection of the fertiliser prior to 30 September 2019. Pricing of your order is determined on collection.
7. Products are available for collection from CSBP's Kwinana, Bunbury and Albany Distribution Centres only. Products must be collected from the CSBP Distribution Centre designated in the invoice.
8. Products ordered under the Pay Now Collect Later option will be invoiced at the time of order and the invoice is due and payable to your Vendor (or to the third party that your Vendor specifies and notifies to you) at the time of order. Products ordered under the Order now, Pay on collection option will be invoiced at the time of collection and the invoice is due and payable at the time of collection.
9. Custom blends of products with selenium, cobalt, trace elements and Alosca are available at a price to be determined with your Vendor subject to availability of product and blends.
10. All product ordered must be collected on or before (in the case of an Order Now, Pay on Collection order) 30 September 2019 or (in the case of a Pay Now Collect Later order) 31 October 2019. To the extent that product is ordered but not collected by the relevant deadline, the order will be automatically cancelled to the extent of the uncollected product. If you have ordered and paid for the product under the Pay Now Collect Later option then CSBP will credit any balance owing to your Vendor account (or if you are directed to pay a third party, the account you hold with that third party) less a cancellation fee of \$60 per tonne (such fee comprising a genuine pre-estimate of the loss and damage to be suffered in the event of non-collection of fertiliser ordered and is not intended to be a penalty).
11. If you seek to change your order by reducing the quantity ordered, the order will be reduced by the amount of that tonnage and, if you have ordered and paid for the product under the Pay Now Collect Later option, then CSBP will credit any balance owing to your Vendor account (or if you are directed to pay a third party, the account you hold with that third party) for that quantity not collected less a cancellation fee of \$60 per tonne (such fee comprising a genuine pre-estimate of the loss and damage to be suffered in the event of non-collection of fertiliser ordered and is not intended to be a penalty).
12. The Offer cannot be used in conjunction with any other discounts or offers from CSBP. In particular, product purchased under this Offer is not eligible for any discounts or benefits under the Fertiliser Sales Agreement 2018-2019 and/or Fertiliser Supply Agreement Partnership offers or benefits, provided that this does not prevent your Vendor from agreeing discounts or benefits with you directly in relation to fertiliser sold to you by that Vendor.
13. All prices stated in this Offer are exclusive of the Goods and Services Tax (GST). 10% GST will be added to any sales of product collected/delivered, any fees charged and rebates and discounts paid.
14. The benefits under this Offer are only available and payable to customers who are registered for GST in respect of fertiliser acquired for use on properties owned or leased by them.
15. To the extent permitted by law (but subject to paragraph 16), CSBP does not make any representations or warranties:
 - a) in relation to any CSBP fertiliser product (including but not limited to its quality, handling or storage characteristics); or
 - b) in relation to this Offer, other than the representations and warranties expressly set out in this Offer.
16. Save for those representations, warranties, guarantees, rights and remedies (including those under the Competition and Consumer Act 2010 (Cth) which cannot be lawfully excluded or modified, all representations and warranties not expressly set out in this Offer are excluded.
17. Save for those rights and remedies (including those under the Competition and Consumer Act (Cth)) which cannot lawfully be excluded or modified, to the extent permitted by law CSBP's liability to you in connection with any claim relating to the supply of goods or services pursuant to this Offer (including in relation to, or in connection with any negligence by CSBP or any of its employees, agents or contractors, and including in relation to, or in connection with, the supply or non-supply of product) is:
 - a) limited, where CSBP supplies any goods or services under or in relation to the Offer (except where such goods or services are of a kind ordinarily acquired for personal domestic or household use, or where you establish that reliance upon this clause would not be fair and reasonable):
 - i) in the case of goods, to the replacement of the goods or, at the election of CSBP, to the supply of equivalent goods (including goods of the same nutrient value) or the repair of the goods or the payment of the cost of replacing the goods or of acquiring equivalent goods or the cost of having them repaired; or
 - ii) in the case of services, to the supplying of the services again or, at the election of CSBP, to the cost of having the services supplied again; and
 - b) in all other cases and except where inconsistent with the above, excluded to the fullest extent permitted by law. For the avoidance of doubt, the limitation of liability in this section does not limit any rights or remedies you are entitled to under the Competition and Consumer Act 2010 (Cth) and which cannot lawfully be excluded or modified.
18. To the extent permitted by law CSBP will not be liable for any indirect, incidental, special, punitive and/or consequential loss or damage whatsoever, or any loss of business, opportunity, or profits, arising out of or in connection with this Offer or the supply or non-supply of fertiliser (including any claim in relation to, or in connection with, any negligence by CSBP or any of its employees, agents or contractors, and including in relation to, or in connection with, the supply or non-supply of fertiliser), even if CSBP have been advised of the possibility of such damages or losses.
19. If CSBP is interrupted in or prevented from carrying out all or any part of its obligations under this Offer by reason of a Force Majeure event then CSBP will be excused from performance of, and shall not be liable for any failure in carrying out, any of its obligations to the extent and for the time that it is prevented in whole or in part from doing so by the Force Majeure event. Any delay in performance as a result of a Force Majeure event will not constitute default or give rise to any claim for damages.
20. For the purposes of these terms and conditions, Force Majeure means any event or circumstance to the extent that it is beyond the reasonable control of CSBP and prevents CSBP from meeting its obligations under this Offer, including but not limited to any of the following:
 - a) fire, explosion, flood, earthquake, cyclone, natural disaster, epidemic;
 - b) riots, civil commotion, malicious damage, sabotage, act of public enemy, act of God, war (declared or undeclared), blockade, revolution;
 - c) strikes, lockouts, industrial and/or labour disputes and/or difficulties, embargoes, work bans, blockades or picketing, not reasonably within the control of the affected party;
 - d) failure of any of CSBP's suppliers to supply it with any relevant product or services;
 - e) the refusal of, revocation of, or delay in obtaining any necessary consents or approvals from any governmental or regulatory agency; or
 - f) the failure or breakdown of or accident to, plant or machinery.