1. Term

1.1 How long does the Agreement last?

(a) The Agreement commences on the Commencement Date and continues for the Initial Term unless terminated earlier in accordance with the Agreement or at law. If the date of execution of this Agreement by the Parties is after the Commencement Date, the Parties agree to treat this Agreement as if it was binding from the Commencement Date.

(b) On expiry of the Initial Term, unless otherwise agreed by the Parties, this Agreement will continue on the same terms and conditions (including price) provided that it can be terminated by either Ruralco or the Supplier on 60 days prior written notice to the other Parties.

1.2 How else can the Agreement be terminated?

(a) Ruralco may immediately terminate this Agreement on notice to the Supplier if the Supplier:

(i) materially breaches a term of this Agreement that is incapable of remedy or where capable of remedy, is not remedied within 10 Business Days of receiving written notice from Ruralco requiring the breach to be remedied;

(ii) becomes insolvent; or

(iii) ceases to carry on business, or any licence, registration, permit, or approval required in connection with this Agreement is not obtained, renewed, or is suspended or cancelled.

(b) The Supplier may immediately terminate this Agreement on notice to Ruralco if Ruralco:

(i) materially breaches a term of this Agreement that is incapable of remedy or where capable of remedy, is not remedied within 10 Business Days of receiving written notice from the Supplier requiring the breach to be remedied;

(ii) becomes insolvent; or

(iii) ceases to carry on business, or any licence, registration, permit, or approval required in connection with this Agreement is not obtained, renewed, or is suspended or cancelled.

(c) Ruralco may terminate this Agreement for convenience at any time for any reason, without liability, on 60 days prior written notice to the Supplier.

1.3 What happens if the Agreement is terminated?

(a) No later than 30 days after termination of the Agreement:

(i) the Parties shall determine any amounts outstanding to each other as at the date of termination; and

(ii) each Party will pay all money owed to the other (if any) after taking into account any adjustments.

(b) Upon termination of the Agreement,

(i) any Valid Purchase Orders that have been placed by Ruralco, a Ruralco Group Entity or a Ruralco Member but not yet accepted by the Supplier are automatically deemed to have been cancelled by Ruralco unless Ruralco confirms those Purchase Order in writing within 20 Business Days of the termination; and

(ii) any Consignment Products held by Ruralco, a Ruralco Group Entity or a Ruralco Member and in respect of which title has not yet passed to Ruralco, must be retrieved by the Supplier as soon as practicable, at the Supplier's cost and expense. Ruralco will allow, or procure the Ruralco Group Entity or a Ruralco Member to allow, the Supplier to retrieve its Consignment Products as soon as practicable.

2. Supplier Obligations

2.1 What Rebates, Allowances and other payments does the Supplier need to pay?

(a) The Supplier must pay Ruralco the Rebates and Allowances specified in Item 3 (Rebates and Allowances).

(b) The Supplier must pay Ruralco the annual Business Support Allowance specified in Item 2 (Agreement Details).

(c) All amounts payable are to be made by way of an APD at the time of payment by Ruralco of the relevant Supplier invoice, unless otherwise set out in the Item 6 (Pricing Terms).

2.2 Seasonal Offers

(a) The Supplier will use its best endeavours to offer Seasonal Offers to Ruralco across its Product range.

(b) The Supplier acknowledges that its ability to offer Seasonal Offers is in the Parties' mutual interests and to this end, will use its best endeavours to ensure that a Seasonal Offer is:

(i) appropriate given the season and seasonal conditions;

(ii) made available for an appropriate duration to enable a reasonable opportunity for purchases to be made; and

(iii) made on the type(s) of products ordinarily purchased by Ruralco for its own use or resale to Ruralco Group Entities or Ruralco Members based upon internal analysis or advice from Ruralco.

(c) Before the Supplier offers any Seasonal Offers directly to any Ruralco Member, that Seasonal Offer will first be made known to the Ruralco Key Contact nominated in the Agreement or as otherwise advised to the Supplier from time to time.

2.3 Product expiration

(a) The Supplier must ensure, unless otherwise agreed by Ruralco, that all Products are delivered at least 12 months prior to the expiration date for those Products, as indicated by a printed label or other indicia.

(b) On the request of Ruralco, the Supplier will replace any expired Products at the Supplier's cost.

(c) Ruralco may return, or procure the return, of all Consignment Products stored in a nominated warehouse or depot which are due to expire within three (3) months to the Supplier.

(d) To the extent permitted by law, neither Ruralco nor any Ruralco Group Entity will be liable to the Supplier in respect of any expired Consignment Products whether in contract, tort (including negligence), statute or any other cause of action.

2.4 Product training and information

The Supplier must provide Product training and Product information to Ruralco, Ruralco Group Entities and Ruralco Members in a suitable manner and to a suitable depth of information to enable Ruralco, Ruralco Group Entities and Ruralco Members to demonstrate a level of skill and knowledge in relation to the Product to enable promotion, recommendation and to field general Product queries.

2.5 Inventory and pricing protection

If a Product is a Seasonal Product, this clause 2.5 applies:

(a) the Supplier will provide Inventory Protection for Seasonal Products to assist Ruralco's stocking policy in accordance with the provisions of Item 7 (Inventory Management);

(b) the Supplier will provide Inventory Exchange Protection for Seasonal Products to assist Ruralco's stocking policy in accordance with Item 7 (Inventory Management; and

(c) the Supplier will provide Pricing Protection for Seasonal Products to assist Ruralco's pricing policy in accordance with Item 6 (Pricing Terms).

2.6 Price and product variations

(a) The Supplier must provide no less than 4 weeks' prior written notice to Ruralco of any amendments to the pricing, availability, composition or terms of supply for any Product.

(b) Subject to clause 2.6(c), the price and terms for the Products ordered after the notice of the amendment but prior to the expiry of the 4 week notice period will be at the then existing price and terms.

(c) Ruralco may notify the Supplier that it waives the 4 weeks' notice requirement under clause 2.6(a) in respect of a particular amendment, in which case that amendment will apply immediately from Ruralco's notice of waiver.

2.7 Marketing

(a) The Supplier must accrue the Marketing Fee for each financial year of the Supplier for the purpose of marketing or other promotional activities in connection with this Agreement.

(b) If the Supplier wishes to conduct marketing or other promotional activities in connection with this Agreement the Supplier must:

(i) obtain written approval from Ruralco prior to spending any portion of the Marketing Fee; and

(ii) upon request, provide a reconciliation of all marketing funds expended in connection with the Marketing Fee.

(b) If the Supplier does not use the entire Marketing Fee allocated for a particular financial year, the Supplier must pay the outstanding balance to Ruralco as either:

(i) a lump sum payment; or

(ii) a rollover to the next trading year,

at the absolute discretion of Ruralco.

2.8 Supplier Product Warranties

(a) The Supplier represents and warrants to Ruralco and each Ruralco Group Entity that:

(i) each Product will meet the description, requirements and specifications set out in the Items Schedule, the Ancillary Documents or as otherwise notified to Ruralco by the Supplier;

(ii) each Product will be of acceptable quality, fit for purpose, free of defects, and correspond with any sample or demonstration product provided to Ruralco;

(iii) each Product, will upon title passing to Ruralco, be unused and free from any charge or encumbrance (including any Security Interest);

(iv) each Product will comply with all relevant laws; and

(v) each Product and their use does not and will not infringe any person's rights (including Intellectual Property Rights) or constitute a misuse of any person's confidential information.

(b) If there is a Defect in a Product Ruralco may notify the Supplier in writing of such Defect.

(c) Within 7 days of receiving written notification from Ruralco in accordance with clause 2.8(b), the Supplier must make good, at its own expense, by replacement, repair or otherwise as elected by Ruralco in its absolute discretion, any Defects in the Products supplied.

2.9 Supplier indemnity

The Supplier must indemnify Ruralco and each Ruralco Group Entity against, all losses, damage, expenses, costs and liabilities (including liabilities incurred to Ruralco Members or End Users) incurred in connection with any breach by the Supplier of this Agreement (including the warranties in clause 2.8(a)) or any negligent act, omissions, wilful misconduct or violation of any law by the Supplier.

3. Insurance

(a) The Supplier must maintain to the satisfaction of Ruralco, and at the Supplier's own cost, comprehensive insurance policies in connection with the Products and this Agreement including:

(i) workers compensation insurance;

(ii) transit insurance;

(iii) product liability insurance for no less than $20,000,000 per claim; and

(iv) public liability insurance for no less than $20,000,000 per claim.

(b) If a policy is a "claims made" or "claims made and notified" policy, the Supplier agrees to keep it or a "tail out" policy satisfactory to Ruralco in place for three years after the later of termination or expiration of this Agreement.

(c) Ruralco may request the Supplier to produce written evidence of such insurances at any time (including certificates of currency of insurance from the insurer).

4. Methods of Trading

4.1 Electronic trading

The Supplier must provide all pricing and product information to Ruralco electronically using the system designated by Ruralco from time to time.

4.2 Manual Trading

If the Supplier sends pricing or product information to Ruralco other than through the system designated by Ruralco, the Supplier must pay Ruralco a manual processing fee of $100 with respect to each such price or product information document.

4.3 Exclusive distribution arrangement between Ruralco and Supplier

Ruralco acquires the Products under this Agreement on the condition that the Supplier will not supply Products directly to any person who is a Ruralco Member (or a Related Body Corporate of a Ruralco Member), unless otherwise agreed by Ruralco in writing.

4.4 Supplier participation in group activities

(a) For the purpose of supporting the exclusive distribution arrangement between Ruralco and the Supplier as described in clause 4.3 above, Ruralco, in its absolute discretion, will determine the level of participation in group activities by the Supplier.

(b) In this clause, "group activities" includes Ruralco Member meetings, advertising and promotional activities and cell group activities.

5. Ordering, supplying and storage of Products

5.1 How are Products to be ordered?

(a) Subject to clause 5.1(b), orders for Products may be placed with the Supplier by any of:

(i) Ruralco; or

(ii) a Ruralco Group Entity or a Ruralco Member on behalf of Ruralco.

(b) Only Valid Purchase Orders will be considered orders properly made by or on behalf of Ruralco. The Supplier must not process any orders for Products that are not made through a Valid Purchase Order.

(c) If the Supplier processes a Purchase Order that is not a Valid Purchase Order, Ruralco will not be liable to the Supplier:

(i) to pay for the Products under that Purchase Order; and

(ii) to the extent permitted by law, for any loss suffered by the Supplier in connection with that Purchase Order whether in contract, tort (including negligence), statute or any other cause of action.

(d) The Supplier acknowledges that there is no obligation on Ruralco to issue Purchase Orders or to obtain the Products exclusively from the Supplier.

5.2 When are Products to be supplied?

The Supplier must supply the Products ordered under a Valid Purchase Order at the time and date stipulated in the Valid Purchase Order, or if no time is stipulated, within 7 days of the Supplier receiving that order, unless otherwise agreed between the Ruralco and the Supplier.

5.3 Account Guarantee

(a) Subject to clause 5.3(b), Ruralco agrees to pay for the Products ordered by a Ruralco Group Entity or a Ruralco Member under a Valid Purchase Order notwithstanding that Ruralco has not received reciprocal payments for those Products from the Ruralco Group Entity or Ruralco Member ("**Account Guarantee**").

(b) If the Supplier is in arrears for payment of the Business Support Allowance, the Account Guarantee will not apply and Ruralco's obligation to pay for the Products ordered by a Ruralco Group Entity or a Ruralco Member will be conditional on Ruralco receiving reciprocal payments from the relevant Ruralco Group Entity or Ruralco Member.

(c) To the extent that clause 5.3(b) is held to be void, voidable or otherwise unenforceable, the Supplier indemnifies Ruralco for any loss suffered or incurred by Ruralco as a result of a Ruralco Group Entity or a Ruralco Member failing to pay Ruralco for the Products ordered by them.

(d) From time to time, Ruralco will inform the Supplier of a Ruralco Member from whom orders are not to be accepted, via COOL email, whether under the Supplier Order Process or otherwise.

(e) Ruralco, in its absolute discretion, may waive any requirement of the Supplier Order Process generally or for a particular Ruralco Group Entity or Ruralco Member but such waiver will only be effective if given in writing. Purchase Orders in respect of which a waiver applies will not be subject to the Account Guarantee unless confirmed by Ruralco in writing.

5.4 Where are products to be delivered to?

Orders placed by Ruralco, a Ruralco Group Entity or Ruralco Member are to be supplied directly to the address specified in the "deliver to" section of the Purchase Order, unless otherwise agreed between the Ruralco and the Supplier.

5.5 When is the Supplier no longer responsible for the Products?

(a) For Products other than Consignment Products, title to and risk in the Products passes to Ruralco upon delivery of the Products to the location specified on the Purchase Order. Until delivery is complete, the Supplier retains title and risk in those Products.

(b) For Consignment Products:

(i) risk in the Consignment Products passes to Ruralco upon delivery; and

(ii) title to the Consignment Products passes to Ruralco upon sale of the Consignment Product to an End-User.

(c) If any Products are returned or re-taken by the Supplier, the risk in the Product passes back to the Supplier upon removal of that Product from the premises of Ruralco, a Ruralco Group Entity or Ruralco Member.

5.6 Use or resale of Products

(a) Upon delivery of the Products, Ruralco, a Ruralco Group Entity or a Ruralco Member is entitled to sell or use the Products in the ordinary course of its business.

(b) For Consignment Products:

(i) until such time as the title passes to Ruralco, the Supplier may acquire any such Consignment Products stored by Ruralco, a Ruralco Group Entity or a Ruralco Member with at least fourteen (14) Business Days' prior written notice. The Supplier must first give Ruralco the option to purchase such Consignment Products at their current price or such lesser amount as offered by the Supplier, and Ruralco may accept or decline the offer to purchase within twenty four (24) hours;

(ii) any costs incurred by Ruralco, a Ruralco Group Entity or a Ruralco Member as a result of the Supplier acquiring Consignment Products stored by Ruralco, a Ruralco Group Entity or a Ruralco Member in accordance with clause 5.6(b)(i) are to be borne by the Supplier;

(iii) Ruralco will, if requested by the Supplier, return or procure the return any Consignment Products (prior to title transferring to Ruralco) to the destination prescribed by the Supplier. The Supplier will be responsible for the return freight costs and any other costs incurred by Ruralco, a Ruralco Group Entity or a Ruralco Member in arranging the return of such Consignment Products; and

(v) Ruralco reserves the right to return or procure the return to the Supplier all Consignment Product in its, Ruralco Group Entity's or Ruralco Member's warehouses or depots by giving the Supplier not less than five (5) Business Days' written notice. Ruralco must bear the cost of freight for returning the Consignment Products unless the Consignment Product is being returned as a result of a defect, being faulty or damaged and such damage was not caused or contributed to by Ruralco.

5.7 Product Forecasts

(a) Ruralco or a Ruralco Group Entity may provide to the Supplier Indicative Forecasts for select Products, and any updates to them, from time to time.

(b) An Indicative Forecast is indicative only and is not a binding commitment or representation by Ruralco to order the quantity of Products set out in the Indicative Forecast. Ruralco may from time to time order Products or quantity of Products which differs from the Indicative Forecast.

(c) The Supplier must notify Ruralco as soon as it becomes aware that it may not be able to supply the Products, or quantity of Products, set out in an Indicative Forecast or any updates to that Indicative Forecast.

(d) Neither Ruralco nor any Ruralco Group Entity provides any warranty or representation as to the accuracy or completeness of any Indicative Forecast. Use of the Indicative Forecast is entirely at the risk of the Supplier and, to the extent permitted by law, neither Ruralco nor any Ruralco Group Entity will be liable to the Supplier for any loss suffered by the Supplier in connection with such Indicative Forecasts whether in contract, tort (including negligence), statute or any other cause of action.

5.8 Access to Ruralco premises for Consignment Products

(a) The Supplier's authorised representative may only be granted access to a Ruralco, Ruralco Group Entity or a Ruralco Member nominated warehouse or depot upon reasonable notice to Ruralco (being not less than 5 Business Days) at a time agreed to by Ruralco and accompanied by a Ruralco authorised representative to inspect the quality and quantity of Consignment Products, to conduct a stocktake audit or for any other reason agreed to by Ruralco.

(b) The Supplier's authorised representative must at all times strictly obey Ruralco, Ruralco Group Entity or a Ruralco Member's safety and security policies and procedures.

(c) Subject to the Supplier being given access, the Supplier must undertake monthly physical stock reconciliation of Consignment Products held by Ruralco, each Ruralco Group Entity and each Ruralco Member.

5.9 Personal Property Securities Act 2009 (Cth)

(a) The Parties acknowledge and agree that, subject to clause 5.9(b), the obligations under this Agreement do not constitute a Security Interest for the purposes of the PPSA.

(b) In relation to Consignment Products only, Ruralco acknowledges and agrees that:

(i) this agreement constitutes a Security Agreement for the purposes of the PPSA; and

(ii) clause 5.5(b) creates a Security Interest in all Consignment Products until title transfers to Ruralco under clause 5.5(b).

(c) Ruralco undertakes to sign any further documents and/or provide any further information which the Supplier may reasonably require to:

(i) register a Financing Statement or Financing Change Statement in relation to a Security Interest on the Personal Property Securities Register;

(ii) register any other document required to be registered by the PPSA; or

(iii) correct a defect in a statement referred to in clause 5.9(c)(i) or (ii).

6. Invoicing

6.1 What rules are in place for sending invoices?

(a) All invoices, credit notes or other adjustment documentation are to be sent electronically to the system designated by Ruralco from time to time or to the Ruralco Accounts Contact email address specified at Item 5 (Relationship Management) or

such other Ruralco Accounts Contact as advised by Ruralco from time to time. Ruralco will not accept invoices sent to it via post. If the Supplier sends an invoice, credit note or other adjustment document other than as required under this clause 6.2(a), the Supplier must pay Ruralco a manual processing fee of 0.75% of the aggregate value of each such invoice, credit note or adjustment document.

(b) With the exception of delivery dockets, no other invoices or purchasing documentation is to be sent with the Products.

(c) The Supplier must provide to Ruralco an invoice for each Valid Purchase Order.

(d) Invoices must be forwarded immediately on dispatch of the Product and must not be withheld for distribution with the Supplier's statement.

(e) Ruralco will not be liable to pay for any Products which invoice is received more than 12 months after the date of the relevant Purchase Order.

6.2 What information must the Supplier provide on their invoice?

(a) Over and above any legal requirements as to the form and substance of an invoice, an invoice is not a valid invoice unless the following information is shown on the Supplier's invoice: Ruralco Purchase Order Number; Ruralco Group Entity or Ruralco Member Name and Address; Delivery Address; Freight Component; DrumMuster; Unit Price; Quantity; GST; Price; Product Description and Product Code.

(b) Ruralco will not be obliged to pay for any invoice issued by the Supplier that is not a valid invoice.

7. Payments to the Supplier

7.1 When will Ruralco pay the Supplier?

(a) Subject to clause 5.3(b):

(i) where a number of days is stipulated under the Account Payment section in Item 6 (Pricing Terms), Ruralco will pay a valid invoice within the period determined by adding the number of days stipulated to the last day of the month in which the invoice is received; or

(ii) where a number of days is not stipulated under the Account Payment section in Item 6 (Pricing Terms), Ruralco will pay a valid invoice within 55 days of the last day of the month in which the invoice is received.

(b) Ruralco will treat any invoice received on the first day of the month as having been received in the previous month.

(c) If Ruralco does not comply with clause 7.1(a) due to any factor outside Ruralco's reasonable control, the Supplier agrees that Ruralco is not liable for any costs, loss or damage incurred by the Supplier resulting from the delay in payment of the invoice.

(d) If Ruralco disputes the amount of the invoice submitted by the Supplier, then Ruralco is not obliged to pay the disputed portion of the invoice until the dispute is resolved, but Ruralco must pay all other non-disputed amounts in accordance with clauses 6 and 7 subject to the Supplier issuing a replacement invoice for the non-disputed amount.

7.2 What if a Settlement Discount applies?

(a) If a Settlement Discount applies, Ruralco will adjust payments in accordance with the Settlement Discount Conditions as outlined at Item 6 (Pricing Terms).

(b) For the avoidance of doubt, any adjustments made by Ruralco as a result of a Credit Claim or any other reasonable basis will not affect the calculation of the Settlement Discount or other amount payable.

7.3 Set-off

Ruralco may set off any amount owed by the Supplier to Ruralco against any amount of money owed by Ruralco to the Supplier.

8. Credit Claims

8.1 What is a credit claim?

For the purposes of this Agreement, "Credit Claim" means any claim raised by Ruralco, a Ruralco Group Entity or a Ruralco Member by any method agreed between Ruralco and the Supplier in relation to the supply of Products where the supply of the Product does not meet terms agreed upon as to quality, quantity, price, product expiry, warranty or other stipulated requirement.

8.2 How will Ruralco treat a Credit Claim?

Ruralco will pass on all Credit Claims made against it by a Ruralco Group Entity or a Ruralco Member directly to the Supplier by way of a credit to the Supplier invoice.

8.3 How long does the Supplier have to respond to a claim?

(a) The Supplier must respond to any Credit Claim within 7 Business Days of the claim being raised.

(b) The Supplier must respond to any compensation claim made for Product failure within 7 Business Days of the claim being made.

9. Taxes

9.1 GST

(a) Any amounts to be paid and any other value deemed by the GST Law as consideration in respect of a supply under or in connection with the Agreement ("Agreed Amount") is exclusive of GST.

(b) An additional amount will be payable by the party providing consideration for that supply ("Recipient"), equal to the amount of GST payable by the supplier ("Supplier") for that supply.

(c) The additional amount shall be payable by the Recipient at the same time any part of the Agreed Amount is first required to be provided for that supply.

(d) Notwithstanding any other provision of the Agreement, any amount payable for a supply made under or in connection with the Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a party to the Agreement, will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of any acquisition relating to that cost, expense or amount.

9.2 Withholding Tax

If a law requires Ruralco to deduct an amount in respect of taxes from a payment under this Agreement, then:

(a) Ruralco agrees to deduct the amount for the taxes; and

(b) Ruralco agrees to pay an amount equal to the amount deducted to the relevant government agency in accordance with applicable law and give the original receipts to the Supplier.

The Supplier acknowledges that Ruralco is not required to pay an additional amount to the Supplier so that, after the deduction is made, the Supplier would receive a net sum equal to the sum that it would have received if the deduction had not been made.

9.3 Other taxes and duties

With the exception of GST and Withholding tax, the treatment of which is outlined in clause 9.1 and 9.2 above, the Supplier will pay all other taxes, duties, fees or other government imposts or charges in relation to the sale or supply of the Products to Ruralco, Ruralco Group Entity or a Ruralco Member.

10. General

10.1 Entire Agreement

This Agreement contains the entire agreement between the Parties regarding this specific subject, and no statements, promises or inducements made by a Party hereto, or the agents of the Parties that are not contained in this written Agreement shall be valid or binding. The Parties acknowledge and agree that any terms and conditions supplied with the Products (including as printed on consignment notes or other documents) by the Supplier will be of no legal effect between the Parties and do not form and will not constitute part of this Agreement. The Parties further acknowledge that each has read and understands the whole of the Agreement and voluntarily executes it after having had all opportunities to seek such advice as each may have wished to receive.

10.2 Assignment and waiver

(a) A Party may only assign its rights and obligations under this Agreement to a Related Body Corporate by giving written notice to the other Party.

(b) A waiver of a provision of this Agreement or a right or remedy arising under this Agreement can only be made in writing that is signed by or on behalf of the Party granting the waiver.

10.3 Confidentiality

(a) The Parties agree not to use, publish or disclose any data, information or material confidential to the other parties which becomes known to them as a result of this Agreement ("Confidential Information"), except to the extent that:
  (i) any Confidential Information is in the public domain on the date of this Agreement or subsequently enters the public domain without any breach of another Party's obligations under this clause; or
  (ii) disclosure is required by law or order of a court of competent jurisdiction or by order of an applicable governmental authority.
(b) Clause 10.3(a) does not apply to any disclosure of information between Ruralco, a Ruralco Group Entity or a Ruralco Member.
(c) This clause survives the termination of this Agreement.

10.4 Severability and conflict

If any provision of this Agreement is held to be invalid or unenforceable in any way:
(a) the remaining provisions shall not be affected; and
(b) this Agreement shall be construed so as to most nearly give effect to the intentions of the Parties at the time it was executed.

10.5 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

10.6 Dispute resolution

(a) In this clause "Dispute" means any dispute between two or more Parties that is in any way connected with the Agreement.
(b) No Party may commence any court proceedings (except proceedings seeking interlocutory relief) against the other Parties in respect of any Dispute unless it has first complied with this clause.
(c) Any Party claiming that a Dispute has arisen must notify the other Parties in writing.
(d) Within 7 Business Days after such notice is given, each Party must nominate in writing to the other Parties an employee who is authorised to settle the Dispute on its behalf.
(e) During the 20 day period after the nomination of employees authorised to settle the Dispute has been made (or if the Parties agree on a longer period, that longer period) each Parties' nominee must use his or her best efforts to resolve the Dispute.
(f) If the Dispute is not resolved within that time, the Dispute must be referred:
  (i) for mediation in Sydney, New South Wales, in accordance with the Australian Commercial Disputes Centre (ACDC) Mediation Guidelines; and
  (ii) to a mediator agreed by the Parties, or if the Parties do not agree on a mediator, a mediator nominated by the then current Chief Executive Officer of ACDC or that person's nominee (or if no such person is available or willing to nominate a mediator, by the then President of the Law Society or equivalent body of New South Wales.
(g) If the Dispute is not resolved by mediation, any Party may commence court proceedings.

10.7 Ruralco Intellectual Property Terms of Use

The use of Ruralco Intellectual Property is governed by the following terms and conditions of use:
(a) Ruralco agrees that the Supplier may display the Ruralco Intellectual Property on Supplier advertisement or promotional material in order to promote that Ruralco is a customer of the Supplier on the terms set out in this clause 10.7.
b) The Supplier must, in any advertisement or promotional material containing the Ruralco Intellectual Property, conform to the guidelines specified by Ruralco from time to time (including the Ruralco Intellectual Property Use Guide) and must ensure that the advertisement or promotional material is within the law and comply with good advertising practice.
(d) The Supplier indemnifies Ruralco and each Ruralco Group Entity for any loss or damage they may suffer whatsoever in connection with the use of the Ruralco Intellectual Property by the Supplier.
(i) Ruralco may cancel the Supplier's right to display the Ruralco Intellectual Property by 5 Business Days' notice to the Supplier, independent of the termination of the Agreement.
(j) Upon termination of this Agreement or the right to display the Ruralco Intellectual Property, the Supplier must immediately:
  (i) remove and cease to display the Ruralco Intellectual Property in all respects, including but not limited to, removing any and all advertising and promotional material containing Ruralco Intellectual Property; and
  (ii) return or destroy any materials containing Ruralco Intellectual Property as directed by Ruralco.
(k) If the Supplier does not comply in full with this clause 10.7 within 14 days of ceasing to have the right to display the Ruralco Intellectual Property, Ruralco may take all steps to enforce the requirements of this clause 10 without further notice. The Supplier undertakes to reimburse Ruralco for all costs associated with carrying out any actions in connection with this clause, such costs being payable to Ruralco within 14 days of removal.

10.8 Notices

(a) Any written notice to be given under the Agreement can only be given by one or more of the following methods:
  (i) by hand delivery during normal office hours;
  (ii) provided no hand written signature is required by this Agreement, by e-mail, in which case the notice is deemed to have been received at the time the message enters the recipient's server, except if the notice is sent out of normal business hours or on a day other than a Business Day, in which case the notice is deemed to have been given on the next Business Day;
  (iii) by facsimile, in which case the notice is deemed to have been received at the time transmission is completed, except if the notice is sent out of normal business hours or on a day other than a Business Day, in which case the notice is deemed to have been given on the next Business Day;
  (iv) by prepaid post, in which case the notice is deemed to have been received by the other Party 3 Business Days after the date of posting.
(b) Notices must be sent to the addresses of the Key Contact stated in Item 5 (Relationship Management) or as otherwise notified in writing by the other Party.

10.9 Counterparts

If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

10.10 Surviving provisions

The provisions contained in the Agreement that by their sense and context are intended to survive the performance hereof by the Parties shall so survive performance, cancellation or termination of the Agreement.

10.11 Privacy

The Supplier must ensure that all personal information of Ruralco, or a Ruralco Group Entity, received or accessed by the Supplier in connection with this Agreement is:
(a) only used for the purposes of this Agreement;
(b) not disclosed to any third party without the prior written consent of Ruralco;
(c) subject to reasonable security measures in relation its storage, use and disclosure; and
(d) handled as otherwise directed by Ruralco.

11. Ruralco Group Entity

The Parties agrees that Ruralco enters into this Agreement:

(a) on its own behalf; and
(b) as agent for each Ruralco Group Entity, for the sole purpose of each Ruralco Group Entity obtaining (and being able to enforce through Ruralco) any rights granted to that Ruralco Group Entity under this Agreement (which, for the avoidance of doubt, includes the rights under clauses 2.3(d), 2.8, 2.9 and 5.7)

12. Variation

Ruralco may from time to time vary the terms and conditions of this Agreement by giving the Supplier a minimum of 60 days' notice (**Variation Notice**). If the proposed variation is materially detrimental to the Supplier, and the Supplier notifies Ruralco in writing that it does not agree to the variation set out in the Variation Notice, this Agreement will automatically terminate on expiry of the Variation Notice unless otherwise agreed between Ruralco and the Supplier.

13 Governance

The Parties agree to manage this Agreement in accordance with the governance measures set-out in Item 5 (Relationship Management).

14 Understanding this Agreement

14.1 Definitions

In this Agreement, unless otherwise specified:

Account Guarantee has the meaning given in clause 5.3(a).

Accounts Payable Deduction ("APD") means a deduction made by Ruralco from the relevant gross invoice amount at the time of payment by Ruralco of the relevant invoice;

Agreement means this agreement consisting of the parts listed in paragraph 1 of the Operative Provisions of the Items Schedule;

Allowances means those allowances set out in Item 3.2 (Allowances);

Business Day means a weekday on which banks are open in Sydney, New South Wales, Australia;

Business Support Allowance means the business support allowance set out in Item 2 (Agreement Details);

Commencement Date means that date specified in Item 2 (Agreement Details);

Consignment Products means Products supplied on consignment to Ruralco, a Ruralco Group Entity or a Ruralco Member by the Supplier in accordance with the Agreement;

COOL means Confirmation of Order List emailed to the Supplier from time to time by Ruralco of new CRT members, previous CRT members, or changes in the Supplier Order Process;

Credit Claim has the meaning given to it in clause 8.1

CRT Member includes those persons who have a current member agreement with Combined Rural Traders Pty Ltd trading under the 'CRT' brand;

Defect means a defect, fault, damage or a failure of the Product to meet the warranties in clause 2.8(a).

End Users means a customer who purchases the Products from a Ruralco Group Entity or a Ruralco Member.

Financing Statement has the meaning given to it by the PPSA

Financing Change Statement has the meaning given to it by the PPSA

Forecast Period means the period for which a particular Indicative Forecast is stated to apply.

GST has the meaning given to that term in the GST ACT

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth).*

GST Law has the meaning given to that term in the GST Act or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of goods and services tax in Australia and any regulations made under that Act.

Indicative Forecasts means an estimate of the quantity of Product(s) that Ruralco may order in respect of the relevant Forecast Period.

Initial Term means the initial term specified at Item 2 (Agreement Details).

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Inventory Exchange Protection means the inventory exchange protection described in Item 7 (Inventory Management);

Inventory Protection means the inventory protection described in Item 7 (Inventory Management);

Intellectual Property Terms of Use means the terms of use set out in clause 10.7 of the Standard Terms & Conditions;

Items Schedule means the Items Schedule forming part of the Agreement to which these Standard Terms and Conditions are incorporated;

Marketing Fee means the Marketing Fee specified in Item 3.2 (Allowances);

Parties means the parties to the Agreement specified at Item 1 (Parties);

Personal Property Securities Register means the register established under section 147 of the PPSA.

PPSA means the *Personal Property Securities Act 2009*.

Pricing Protection means the pricing protection described in Item 6 (Pricing Terms)

Product means each Supplier product available for purchase by Ruralco from the Supplier as set out in the Ancillary Documents.

Purchase Order means the form used by Ruralco, a Ruralco Group Entity or a Ruralco Member when placing an order with the Supplier for Products;

Rebate means those rebates for Products set out in Item 3.1 (Rebates).

Related Body Corporate has the meaning given by section 50 of the Corporations Act 2001 (Cth);

Ruralco Group Entity means:

(a) a Related Body Corporate of Ruralco; or
(b) a Ruralco JV.

Ruralco Intellectual Property means the following:

(a) "CRT – Your Local Bloke" Trademark: (triangular CRT Logo) Trademark Nos. A499924, 732924 and 733188 – Australia. "CRT" Trademark: Trademark No. 732925 – Australia;
(b) CRT name;
(c) Combined Rural Traders name;
(d) Ruralco corporate colours; and
(e) any other Intellectual Property Rights notified by Ruralco to the Supplier.

Ruralco Intellectual Property Use Guide means the guide for use of the Ruralco Intellectual Property provided by Ruralco to the Supplier from time to time.

Ruralco JV means any entity other than a Related Body Corporate of Ruralco in which Ruralco has direct or indirect interest.

Ruralco Members means trading members of Ruralco who have a valid membership agreement with Ruralco or a Ruralco Group Entity and includes CRT Members and Town & Country Members;

Seasonal Offers means any promotions, specials, discounts, incentives, bonuses, rebates, allowances and other deals offered by the Supplier in relation to its Product range in addition to the Rebates and Allowances whether it be a one off or ongoing;

Seasonal Product means those products to which Inventory Protection, Inventory Exchange Protection and Pricing Protection apply, as set-out in the Items Schedule.

Security Agreement means the security agreement under the PPSA created between Ruralco and the Supplier by this Agreement.

Security Interest has the meaning given to it by the PPSA.

Settlement Discount means the settlement discount percentage specified in Item 6 (Pricing Terms).

Settlement Discount Conditions means the settlement discount conditions specified in Item 6 (Pricing Terms).

Supplier means the person named as the Supplier at Item 1 (Parties);

Supplier Order Process means the process agreed between Ruralco and the Supplier for Ruralco Group Entities and Ruralco Members submitting orders with the Supplier for Products, and in the absence of an agreed process is the process determined by Ruralco at its absolute discretion and notified to the Supplier;

Town & Country Member includes those persons that have a current member agreement with Combined Rural Traders Pty Ltd trading under the 'Town & Country' brand;

Valid Purchase Order means a Purchase Order issued in accordance with the Supplier Order Process and, in the case of a Purchase Order issued by a Ruralco Group Entity or a Ruralco Member, the Supplier has not been notified by Ruralco that orders are not to be accepted from such a Ruralco Group Entity or Ruralco Member.

Withholding Tax means the tax referred to in clause 9.2

14.2 How to interpret this Agreement

In this Agreement the following rules apply:

(a) The singular includes the plural, and the converse also applies.

(c) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(d) A reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to the Agreement.

(e) A reference to an Item is a reference to an Item in the Items Schedule to the Agreement.

(f) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(g) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(h) Nothing in this Agreement is to be interpreted against a Party solely on the ground that the Party put forward this Agreement or a relevant part of it.

(i) References to '$' or dollar mean Australian dollars.