

GENERAL CREDIT TERMS

- 1. Payment:** The Customer must pay for all livestock purchases within 7 days from the date of the purchase and must pay for all Products and Services supplied by Ruralco within 30 days after the end of the month of supply or within any alternative credit period granted in writing by Ruralco.
- 2. Interest:** Ruralco is entitled to charge the Customer interest on amounts not paid within the credit period specified by Ruralco at a rate of 17.25% per annum from the invoice date until the payment of the debt.
- 3. GST:** Each amount payable by the Customer under these Credit Terms in respect of a Taxable Supply by Ruralco is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Products and Services) Act 1999 (Cth).
- 4. Withdrawal or Variation of Credit:** Ruralco may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the Customer completes a further Application for a Commercial Trading Account, that Application will not be in derogation of but in addition to any previous general credit terms existing except as notified by Ruralco in writing and any of its related entities, subsidiaries and assigns and as Trustee of any Trust.
- 5. Charge over Customer's Property:** As security for payment to Ruralco of all moneys payable by the Customer and for the Customer's obligations generally under these Credit Terms, the Customer charges in favour of Ruralco the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by Ruralco, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Ruralco to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that Ruralco may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of Ruralco as the Customer's attorney set out in these Credit Terms.
- 6. Suspension or Ceasing of Supply:**
 - (a) Ruralco may in Ruralco's complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend these Credit Terms.
 - (b) Without limiting clause 6(a), if an Event of Default occurs, Ruralco may, without prejudice to Ruralco's other rights, call up moneys owed to Ruralco by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.
- 7. Liability of Ruralco:** Ruralco will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Ruralco, Ruralco's employees, contractors or agents whether negligent or not, except that nothing in these Credit Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
- 8. Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
- 9. Notification of Change of Details:** The Customer will provide written notice to Ruralco of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
- 10. Continuing Guarantee:** All guarantees under or related to these Credit Terms will be continuing guarantees and will terminate only with Ruralco's written agreement.
- 11. Set-Off:** Ruralco may at any time set-off amounts owed by Ruralco to the Customer against amounts owed by the Customer to Ruralco.

12. Property:

- (a) Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to Ruralco in full. Risk in the Products passes to the Customer at the time of delivery.
- (b) The Customer holds the Products as fiduciary bailee and agent for Ruralco and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Ruralco:
 - (i) at all times where the Products are supplied on hire; and
 - (ii) until payment of all moneys owed by the Customer to Ruralco where the Product are supplied by way of sale.
- (c) If an Event of Default occurs, then without prejudice to Ruralco's other rights, Ruralco may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products.
- (d) If the Customer sells any of the Products supplied by way of sale while money is owed to Ruralco, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
- (e) The Customer must not sell or otherwise dispose of any Products supplied on hire or things (including land or structure) to which the Products have been affixed without first obtaining the written consent of Ruralco. If in breach of this condition the Customer sells any of the Products supplied on hire then, without prejudice to Ruralco's other rights, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
- (f) If the Customer uses the Products in some manufacturing process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing process as relates to such Products in trust for Ruralco. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Ruralco and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.
- (g) If the Products are resold, or goods and services using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Ruralco. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to Ruralco at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without Ruralco's prior written consent.

13. Personal Property Securities Act (Cth) 2009 ("PPSA"):

"Financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled" and all related terms have the meaning given to them by the PPSA.

- (a) In consideration of Ruralco supplying the Products to the Customer at the request of the Customer, the Customer by signing these Credit Terms:
 - (i) grants to Ruralco a "Purchase Money Security Interest" ("PMSI") in all Products supplied by Ruralco to the Customer from time to time as security for payment of the purchase price of the Products;
 - (ii) grants to Ruralco a "Security Interest" ("SI") in all Products supplied by Ruralco to the Customer from time to time as security for payment of any other amount owed by the Customer to Ruralco and as security for the performance by the Customer of the obligations set out in these Credit Terms;
 - (iii) agrees that any Products or proceeds of sale of the Products coming into existence after the date of these Credit Terms will come into existence subject to the PMSI and SI granted herein and these Credit Terms without the need for any further action or agreement by any party;
 - (iv) acknowledges that the Customer has received valuable consideration from Ruralco and agrees that it is sufficient;
 - (v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by Ruralco to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.
- (b) Ruralco reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Credit Terms.
- (c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by Ruralco at Ruralco's complete discretion, and may, where applicable, be charged to the customer's credit account with Ruralco.
- (d) The Customer must promptly, on request by Ruralco, execute all documents and do anything else reasonably required by Ruralco to ensure that the PMSI and SI created under these Credit Terms constitutes a perfected security interest.
- (e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which Ruralco has any PMSI and/or SI without the prior written consent of Ruralco and will immediately notify Ruralco if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such Products.
- (f) The Customer must not allow the Products to become accessions or commingled with other goods unless Ruralco has first perfected any PMSI or SI that Ruralco has in relation to the Products.
- (g) If Ruralco perfects any PMSI and/or SI that Ruralco has in relation to the Products, the Customer must not do anything that results in Ruralco having less than the security or priority granted by the PPSA that Ruralco assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
- (h) The Customer irrevocably grants to Ruralco the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Ruralco has cause to exercise any of Ruralco's rights under Chapter 4 of the PPSA, and the Customer will indemnify Ruralco for any claims made by any third party as a result of such exercise.
 - (i) The Customer acknowledge and agrees that:-
 - (ii) Nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Credit Terms;
 - (ii) The Security Agreement created by these Terms of Sale may only be reinstated on the terms considered appropriate by Ruralco at its complete discretion.

- (j) The Customer acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under these Credit Terms, and the Customer waives its right to:-
 - (i) not have goods damaged or be inconvenienced no more than necessarily incidental if Ruralco removes an accession under s.92 PPSA;
 - (ii) to receive notice of any intention to remove an accession under s.95(1)(a);
 - (iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to Ruralco for the retention of the accession under s.97 PPSA
 - (iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;
 - (v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA
 - (vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;
 - (vii) to receive a Statement of Account if no disposal under s.132(4) PPSA; and
 - (viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and
 - (ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Credit Terms under s.157 PPSA.

14. Effect of Other Terms: These Credit Terms are in no way affected or amended by any other express or implied terms contained in any terms of sale in relation to the products and services. No terms of the Customer apply to any agreement between the Customer and Ruralco.

15. Expenses: The Customer must pay to Ruralco any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by Ruralco in connection with the entry into these Credit Terms, the exercise or attempted exercise of any power, right or remedy under these Credit Terms and/or the failure of the Customer to comply with these Credit Terms.

16. Service of Notices and Documents: All notices or documents required to be given to Ruralco for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by Ruralco to the Customer for the purposes of the PPSA or for any other purposes will be effectively 'given', 'served' and 'delivered' if sent by Ruralco to the Customer by pre-paid ordinary post to any one of the following addresses:-

- (a) the last address for the Customer known to Ruralco;
- (b) if the Customer is a Company, the registered office or principal place of business; or
- (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.

17. Transactions: The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.

18. Application of Moneys Received: If Ruralco receives or recovers money in respect of a debt of the Customer, Ruralco may use the money to pay off whichever debt or part of a debt Ruralco chooses and is not compelled to apply the money as directed by the Customer or any other person.

19. Indemnity: The Customer will indemnify Ruralco in relation to any direct or indirect loss, liability or damage suffered by Ruralco or any other person as a result of the Customer's negligence or breach of these Credit Terms.

20. Trusts: These Credit Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

21. Joint and Several: If the Customer consists of more than one person, the obligations of each person are joint and several.

22. Severance: Each clause, subclause and part of these Credit Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

23. Waiver: Any waiver by Ruralco must be in writing. In the event that Ruralco elects not to exercise any of Ruralco's rights arising in connection with these Credit Terms, Ruralco's election will not constitute a waiver of any rights relating to any other breach of these Credit Terms.

24. Amendments: These Credit Terms may only be amended with Ruralco's express written agreement.

25. Assignment: The Customer may not assign any agreement under these Credit Terms without Ruralco's prior written consent.

26. Application of Laws: These Credit Terms are governed by the laws of the state as determined by Ruralco in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by Ruralco in its sole discretion) having jurisdiction over these Credit Terms.

27. Definitions: In these Credit Terms unless the context requires otherwise:

- (a) "Credit Terms" means these General Credit Terms.
- (b) "Credit-related information" includes "credit information", "credit reporting information", "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act.
- (c) "Customer" means the customer whose details appear in the Application for a Commercial Trading Account and the Customer's subsidiaries, holding companies and other related entities;
- (d) "Event of Default" means any of the following events:
 - (i) the Customer fails to pay for any Products and Services and/or the Customer breaches these Credit Terms;
 - (ii) the Customer ceases or threatens to cease carrying on business;
 - (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer, or the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed, or the Customer goes into liquidation or makes an assignment or an arrangement or composition with the Customer's creditor, or the Customer stops payment or is deemed unable to pay the Customer's debts within the meaning of the Corporations Act 2001 (Cth); if the Customer is a natural person: an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs, or an order is applied for or made to place the assets and affairs of the Customer under administration;
- (e) "Officer" means each director, secretary, credit manager and authorised representative of Ruralco; and
- (f) "Privacy Act" means the Privacy Act 1988 (Cth) as amended from time to time.
- (g) "Products" includes all Products and Services supplied by Ruralco to the Customer.

28. Interpretation:

- (a) In these Credit Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
- (b) No provision of these Credit Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.

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LOCAL SERVICE. NATIONAL STRENGTH

CELEBRATING THE PAST, BUILDING THE FUTURE