

1. Validity:

- a) Validity of this offer extends to order placed prior to Close of Business (COB) on day of offer expiry
- b) If pricing stability is required beyond this time, this must be specified at time of original request
- c) If CFA's Cost of Goods varies prior to offer expiry and customer order placement, then CFA reserve the right to reprice or withdraw offer

2. Offtake Period:

- a) To avoid excess storage fees, product is Released for collection between nominated dates as per the offer
- b) Should the End Date expire, and goods remain in storage, whatever outstanding goods remain on the order, may be shipped to a nominated Location

3. Product Delivery:

- a) This offer to the Purchaser, will specifically designate if product is ex Warehouse or on a Delivered basis
- b) Delivered pricing is offered on the basis of third-party rates, which may be subject to change

4. Foreign Exchange:

- a) All pricing referred to is based on current Foreign Exchange (FX) rates, current on:
- b) Should Foreign Exchange (FX) rates alter by more than the nominated percentage, before we receive commitment in writing via a Purchase Order or written Instruction, then we reserve the right to reprice. (Nominated percentage 0.5%)

Pricing will remain constant and in accordance with this offer, if Exchange rate variation is not exceeded by the nominated percentage

- c) Should Validity expire prior to acceptance, refer to clause 4 b)

5. Anticipated Lead Times:

- a) Anticipated Lead Times are defined as, time from order by CFA, to the receipt of order into the nominated port. It does not allow for delivery timing on farm
- b) Anticipated Lead Times are approximate or anticipated, and based around current delays, world events or availability and do not take into account Force Majeure events (Refer Force Majeure Clause 10)
- c) Any dates provided are estimates, and **not guarantees** as Campbells Fertilisers Australasia has no control over shipping once product is loaded on a vessel
- d) Additional lead time should be allowed from Port to final delivery destination
- e) Anticipated Lead Times are **not guarantees**, and are purely estimates of supply time based around known shipping timing

6. Unanticipated Delays:

Every effort will be made to ensure processes within our control do not add to delays, however delays may be caused by anything outside our control, like:

- a) Production (Refer Force Majeure Clause 10)
- b) Shipping - Global events including Shipping delays, lost containers, trans-shipped cargo
- c) Others - AQIS, Wharf strikes, Adverse Weather events

7. Unanticipated Changes to Shipping:

- a) Delivered pricing is offered at current shipping rates, which are volatile. If freight alters prior to the arrival of goods, exceed the nominated percentage, all increases will be passed on to the customer. Nominated percentage change allowance is 0.5%
- b) Increases in costs due to freight, do not constitute reasoning to cancel an order
- c) This is an Indent Offer, and forms part of a contractual obligation to ensure goods are taken within the offtake period offered (Refer Clause 2)

8. Quantities:

- a) Pricing is based around quantities supplied by the customer
- b) Alterations between Offered Quantities and those ordered, may cause a requirement for pricing to be re-issued
- c) Once accepted, the quantities ordered will form part of an agreement, and this will be the quantities committed to, and invoiced

9. Return of Goods:

- a) Goods supplied under this quotation to the Purchaser, are not returnable or refundable
- b) Goods ordered specifically for Purchasers are not subject to return based on change of mind, change of use or change of program
- c) Clause 7 a) and b) do not excuse a Purchaser from any obligation to make a payment when due or from performing their obligations under the contract due solely to lack of funds

10. Force Majeure:

- a) In the event of an act of God, strike, labour dispute or other interference with work, War, blockade, disturbance, act of terrorism, flood, explosion, Governmental requirement, intervention or embargo, unavailability or delay in availability of raw materials, equipment or transport and any other cause whatsoever (Whether or not similar to those specifically enumerated above) which is not reasonably within our control, we reserve the right to implement Force Majeure and accept no responsibility for the inability to fulfill order obligations.
- b) If there is a Force Majeure event, notification of delays, consequences and likely impacts will be offered in writing
- c) If a Force Majeure event remains in place for more than sixty (60) consecutive business days, either Campbells Fertilisers or the Purchaser may terminate the Agreement, with a seven (7) day notice period in writing between both parties

11. Storage Component of Offer:

- a) Typically, no storage component is offered on indent orders, however if storage applies, the nominated length of time is shown on the offer

12. Acceptance of Terms & Conditions of Offer:

Offers are generated electronically and therefore valid without a signature. **All Terms & Conditions shall be deemed to have been accepted unconditionally and without qualification, upon receipt of a Purchase Order or acceptance of the offer in writing.**