

InterGrain Seed Sales Declaration Agreement

THE PARTIES

InterGrain Pty Ltd ABN 90 128 106 945 of 19 Ambitious Link, BIBRA LAKE, WA 6163, Phone: (08) 9149 8000
 Fax: (08) 9419 8099 (InterGrain).

and

THE PURCHASER and THE SELLER as IDENTIFIED IN THIS AGREEMENT

By signing this agreement the parties agree to the terms and conditions printed below.

WHEAT VARIETY TRADED : _____

Purchaser to complete
Name:
Email:
Address:
ABN#:
NGR#:
CBH#:
Phone:
Mobile:
Fax:
The Purchaser agrees to be bound by the terms and conditions of this Permit Agreement.
Signed on behalf of Purchaser:
_____ Date _____

Seller to complete
Name:
Email:
Address:
ABN#:
NGR#:
CBH#:
Phone:
Mobile:
Fax:
The Seller agrees to be bound by the terms and conditions of this Permit Agreement.
Signed on behalf of Seller:
_____ Date _____

Please complete the table below to identify the tonnage of seed sold or traded to the Purchaser. Please use a separate declaration agreement for each new purchaser. Please note that an end point royalty, as detailed in the InterGrain Industry Standard Seed License is payable on all future production other than seed saved for planting.

Wheat Variety	Quantity of Seed Sold or Traded

PLEASE RETURN THE COMPLETED FORM TO INTERGRAIN, 19 AMBITIOUS LINK, BIBRA LAKE WA 6163,

Fax: (08) 9419 8099 or admin@intergrain.com

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- a) Seller means the person or business that purchased Seed from a recognised seed retailer and wishes to sell Seed to the Purchaser.
- b) Purchaser means the person or business who wishes to purchase or otherwise acquire Seed from a Seller. By purchasing or acquiring this product from the Seller the Purchaser agrees to be bound by the conditions set out below.

2 CONDITIONS OF PURCHASE AND USE

As the Purchaser you agree that:

- 2.1 You are bound by the terms and conditions of the Industry Standard PBR License Agreement and its Schedules (as amended by InterGrain Pty Ltd), the combination of which forms the InterGrain Grower Licence and you acknowledge that you have read, understood and accept those terms. A full copy of the InterGrain Seed License & Royalty Agreement is available at www.intergrain.com
- 2.2 You will pay any End Point Royalties (EPR) applicable under that Agreement on the grain produced of this variety.
- 2.3 You will not use this product until you have read and accepted the terms and conditions in the InterGrain Industry Standard Seed License & Royalty Agreement.
- 2.4 This variety is registered in Australia under the Plant Breeders Rights Act 1994. Any unauthorised commercial production or reproduction, conditioning for propagation, offering for sale, export, import or stocking of propagating material is an infringement under the Plant Breeders Rights Act 1994 and could result in legal action.

3 INDEMNITY, DISCLAIMER AND RELEASE

3.1 If the Purchaser breaches this Agreement:

- a) The Purchaser indemnifies InterGrain against all loss and damage that InterGrain may suffer as a result; and
 - b) The Purchaser must pay all of InterGrain's costs (including legal costs) associated with enforcing InterGrain's rights under this Agreement or under the Plant Breeders Rights Act 1994.
- 3.2 All warranties, conditions, liabilities or representations in relation to the Seed, whether express or implied, are excluded by InterGrain to the extent permitted by law. Without limiting any of these terms:

- a) If the Purchaser chemically treats the Seeds, directly or indirectly, then any warranty applicable to the Seeds automatically becomes void and InterGrain has no liability whatsoever to the Purchaser or to any other person; and
- b) Neither InterGrain nor the Seller makes any warranty or assurance to the Purchaser in respect of the quality, condition, suitability, fitness for purpose or merchantability of Seed sold or disposed of to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than InterGrain). The Purchaser waives any right it may have or may subsequently have to claim against InterGrain or the Seller arising in respect of this agreement or any Seed sold or disposed of to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than InterGrain) and releases and forever discharges InterGrain and the Seller from all actions, suits, causes of action, proceedings, claims, accounts, demands, costs and expenses (including, without limitation, at law, in equity or pursuant to statute) which the Purchaser may now have, or but for the presence of this clause, may at any time subsequently have against InterGrain and the Seller which arises in respect of this agreement or any Seed sold or disposed of to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than InterGrain).
- 3.3 The Purchaser indemnifies InterGrain (on its own account and as agent for the following indemnity) and the Seller against all loss and damage (including consequential and indirect loss and damage) that any such indemnities may suffer as a result of the sale or disposal of Seed to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than InterGrain) and agrees to pay all of such indemnitees' costs (including legal costs) relating thereto.
- 3.4 The liability of InterGrain and the Seller to the Purchaser or any other person (whether such loss results from breach of condition, warranty, contract or from negligence) shall be limited solely to the amount of the purchase price of the Seed. That remedy shall be the exclusive and sole remedy of the Purchaser and all other persons for such loss. In no event shall any of InterGrain or the Seller be liable for any consequential or incidental damages sustained by the Purchaser or any other person.

4 AUTHORITY OF SELLER

- 4.1 The Seller is not authorised as agent for InterGrain: a) to amend any provision of this Agreement; or b) to make any representation, warranty or other statement on behalf of InterGrain which is not expressly contained in this Agreement; or c) To enter into any other contract or other form of binding commitment whatsoever