



2016-2017 BARLEY SEED SALES PERMIT AGREEMENT - WESTERN AUSTRALIA

Bass, Flinders, La Trobe, Rosalind and Litmus

THE PARTIES

SYNGENTA CROP PROTECTION Pty Ltd ABN 33002933717 at 2-4 Lyonpark Rd Macquarie Park NSW 2113. Phone 1800 022 035 Fax 1800 815 352 and THE PURCHASER and THE SELLER as IDENTIFIED IN THIS AGREEMENT. By signing this agreement the parties agree to the terms and conditions printed overleaf.

Purchaser to complete Name:	
Email:	
Address:	
ABN#:	NGR#:
CBH#:	Phone:
Fax:	Mobile:
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:
Fax:	Mobile:
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 nominated barley variety sold or traded to the Purchaser. Please use a separate Permit Agreement for each new Purchaser. Please note that there is an end point royalty payable on all future production of other than seed saved for planting. Please visit www.intergrain.com for EPRs.

Barley Variety (please specify)	Quantity of Seed Sold or Traded

The above forms are to be returned no later than the 15th June 2017 to Syngenta Customer Service by email to: syngenta.orders@syngenta.com or by fax to: 1800 815 352



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 Syngenta Crop Protection Pty Ltd (SYN)), the combination of which forms the SYN Grower Licence and you acknowledge that you have read, understood and accept those terms. A full copy of the SYN Grower Licence is available on request via syngenta.orders@syngenta.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 SYN Grower Licence
- 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 SYN against all loss and damage that SYN may suffer as a result; and
- b) The Purchaser must pay all of SYN's costs (including legal costs) associated with enforcing SYN's rights under this Agreement or under the Plant Breeder's Rights Act 1994.

3.2 All warranties, conditions, liabilities or representations in relation to the Seed, whether express or implied, are excluded by SYN 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 SYN has no liability whatsoever to the Purchaser or to any other person; and
- b) neither SYN 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 SYN). The Purchaser waives any right it may have or may subsequently have to claim against SYN 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 SYN) and releases and forever discharges SYN 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 SYN 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 SYN).

3.3 The Purchaser indemnifies SYN (on its own account and as agent for the following indemnitee) and the Seller against all loss and damage (including consequential and indirect loss and damage) that any such indemnitees 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 SYN) and agrees to pay all of such indemnitees' costs (including legal costs) relating thereto.

3.4 The liability of SYN 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 SYN 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 SYN: a) to amend any provision of this Agreement; or b) to make any representation, warranty or other statement on behalf of SYN which is not expressly contained in this Agreement; c) To enter into any other contract or other form of binding commitment whatsoever.