

ADVANTA SEEDS PTY LTD FARMER TO FARMER LICENSE AGREEMENT

Advanta Seeds Pty Ltd ACN 010 933 061 ABN 87 010 933 061

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

SELLER to Complete details below and sign

Name:

ABN: (NGR)

Address:

.....Contact Details: (Ph.).....

(Fax) (Mob)

The Seller agrees to be bound by the terms and conditions of this License Agreement

Signed by the Seller:

Date.....

PURCHASER to Complete details below and sign

Name:

Email address:

Address:

.....ABN:

NGR No: Contact Details: (Ph.).....

(Fax) (Mob).....

The Purchaser agrees to be bound by the terms and conditions of this License Agreement

Signed by the Purchaser:

Date.....

Wheat Variety Name (please insert below)	Quantity of Seed Sold or Traded to "Purchaser" (Metric Tonnes) (please insert below)

Once complete please return to Advanta Seeds via: post, email or fax

Address: PO Box 337, Toowoomba, QLD 4350

FAX: 07 4630 1063

Email: PS-Wheat@advantaseeds.com

Further copies of this license are available for our website - www.pacificseeds.com.au

Varieties available for Farmer to Farmer Trade

Variety Name	EPR Rate \$/MT (GST Excl)	Variety Name	EPR Rate \$/MT (GST Excl)
EGA Burke Wheat	\$2.10	LRPB Scout Wheat	\$2.80
EGA Gregory Wheat	\$2.10	LRPB Spitfire Wheat	\$3.50
EGA Wentworth Wheat	\$2.10	LRPB Merlin Wheat	\$3.80
EGA Wylie Wheat	\$2.10	LRPB Phantom Wheat	\$3.80
LRPB Cobra Wheat	\$3.50	LRPB Viking Wheat	\$4.25
LRPB Crusader Wheat	\$2.70	LRPB Trojan Wheat	\$4.00
LRPB Dart Wheat	\$4.00	LRPB Lancer Wheat	\$4.25
LRPB Lincoln Wheat	\$2.50	LRPB Flanker Wheat	\$4.25
LRPB Orion Wheat	\$3.00	LRPB Havoc Wheat	\$4.00

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

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:

You are bound by the terms and conditions of the Industry Standard Variety License and its Schedules (as amended by Advanta Seeds Pty Ltd (Advanta Seeds), the combination of which forms the Pacific Seeds Variety License and you acknowledge that you have read, understood and accept those terms. A full copy of the Pacific Seeds Variety License is available at www.pacificseeds.com.au. You will pay any End Point Royalties (EPR) applicable under that Agreement on the grain produced of this variety. You will not use this product until you have read and accepted the terms and conditions in the Pacific Seeds Variety License.

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 Advanta Seeds against all loss and damage that Advanta Seeds may suffer as a result; and
- b) The Purchaser must pay all of Advanta Seeds costs (including legal costs) associated with enforcing Advanta Seeds 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 Advanta Seeds 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 Advanta Seeds has no liability whatsoever to the Purchaser or to any other person; and
- b) Neither Advanta Seeds 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 Advanta Seeds). The Purchaser waives any right it may have or may subsequently have to claim against Advanta Seeds 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 Advanta Seeds) and releases and forever discharges Advanta Seeds and the Seller from all actions, suits, causes of action, proceedings, claims,
- c) 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 Advanta Seeds 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 Advanta Seeds)

3.3 The Purchaser indemnifies Advanta Seeds (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 Advanta Seeds) and agrees to pay all of such indemnitees' costs (including legal costs) relating thereto.

3.4 The liability of Advanta Seeds 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 Advanta Seeds or the Seller be liable for any consequential or incidental damages sustained by the Purchaser or any other person.

4 AUTHORITY OF SELLER

The Seller is not authorised as agent for Advanta Seeds:

- a) to amend any provision of this Agreement; or
- b) to make any representation, warranty or other statement on behalf of Advanta Seeds which is not expressly contained in this Agreement;
- c) to enter into any other contract or other form of binding commitment whatsoever