



Tax Invoice

Ridley Agriproducts Pty Ltd
ABN 94 006 544 145
PO Box 18 Pakenham VIC 3810
70-80 Bald Hill Road Pakenham, VIC 3810
Phone:03 8624 6500 Fax:03 5941 0396

Invoice To

COMBINED RURAL TRADERS PTY LTD
COMBINED RURAL TRADERS PO BOX 64
NORTH RYDE BC
NSW 1670

Invoice Number RSI0014610
Invoice date 10/01/2022
Invoice account C11195
Sales order RSO0018721
Customer reference EVQ0001871

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Item number	Description	Configuration Size	Qty	UoM	Sales price	Ver Nr	Discount	Total
110159	Barastoc Command 20kg		96.00	EA	26.2400		0.00	2,519.04

Ship date	Ship-To :: Name	Ship-To :: Address	Qty	UoM	Load ID	Delivery Note
Delivery: 10/01/2022	NAGAMBIE EQUINE & RURAL	351 HIGH STREET NAGAMBIE VIC 3608	96.00	ea	RTL0023580	RSD0013181

Misc. Charges

	Amount
Transport Charge	49.69
Transport Fuel Levy	7.95

Dispatch Site: Pakenham Mono

Freight: 49.69	Fuel levy: 7.95	Other Misc. charges: 0.00	Total Charges:	57.64	Sales Value:	2,576.68
					GST:	257.67
					Invoice amount:	2,834.35

**Payment via Cheque**

Ridley Agriproducts Pty Ltd
PO Box 18
Pakenham
Vic 3810

**Payment via Phone**

Please have your credit card details ready
Mon - Fri 9am - 5pm
Phone: 1800 126 996

**Payment by EFT**

BSB: 013-017 Account: 835749191
Reference: C11195
Fax remittance to 03 5941 0396
or email: arbanking@ridley.com.au

**Payment by BPAY®**

Bill Code: 168112
Ref: 3111952
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More Info: www.bpay.com.au

TOTAL DUE
DUE DATE

2,834.35
05 Mar 2022

Settlement discount of \$28.34 may deducted from the total due if payment is received by 24/01/2022

Card payments will attract a surcharge and is subject to GST

Ridley Terms & conditions of sale can be found here: <https://www.ridley.com.au/standard-terms-conditions-sale/>

Ridley Corporation Limited - Standard Terms & Conditions of Sale

1. General: Unless otherwise agreed in writing between you and Ridley Corporation Limited (and/or its related bodies corporate) (Ridley), this document, together with the attached documentation, all purchase documents specified on it and the CCAA referred to below (collectively all called the Agreement), constitute all agreed terms and conditions between you and Ridley on which Ridley will supply you with the goods specified in those documents (Goods). Other than the terms and conditions contained in any Commercial Credit Account Application (CCAA) agreed to by the parties at the time of opening the Customer's commercial credit account with Ridley, the Agreement excludes and supersedes all prior discussions, representations and arrangements and any other oral or written terms and conditions including any endorsed on, delivered with, or referred to in, any document delivered by you to Ridley. However, if there is any conflict between the terms of this document and the CCAA, unless this document provides that the CCAA shall prevail, the terms of this document will prevail.

2. Orders: Ridley may accept or reject any request for Goods (Order) in its absolute discretion. Accepted Orders may only be cancelled with Ridley's consent.

3. Price: Unless otherwise agreed between you and Ridley in writing, prices for Goods are those determined by, and available on request from, Ridley at the time the Order is placed. Unless otherwise stated all prices are exclusive of GST and any other taxes. For the avoidance of doubt, Ridley may vary its prices between Orders in its absolute discretion.

4. Payment: Unless otherwise specified in writing by Ridley (under the CCAA (where applicable) or otherwise), payment for Goods is due within 28 days of the date of the relevant invoice. Time is of the essence. Where any payment is not made by the due date all unpaid invoices are deemed immediately due and payable and you agree to do the following:

a. Pay Ridley interest at a rate determined by Ridley in its absolute discretion but not exceeding the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) plus 2% on all monies due calculated on a daily basis and compounded monthly from the date of invoice until the date payment is made (both dates inclusive).

b. Pay and fully indemnify Ridley for all loss, damage, expenses and costs (including legal costs on a solicitor client basis, mercantile agents costs, debt collection fees or commissions, and other costs of recovering or securing payments due) incurred by Ridley as a result of your breach of this clause or upon the occurrence of any default event under the CCAA (where applicable).

5. Delivery: Unless otherwise stated, the price will exclude delivery costs. Where Ridley arranges delivery these costs are payable by you. You agree that Ridley is not liable to you with respect to any delayed delivery.

6. Safety and access: You must provide Ridley, its employees, agents and contractors full and safe access to the delivery destination for the purposes of the Agreement and agree to indemnify Ridley against all loss, damages, costs and claims (including in relation to property damage and personal injury), occurring directly or indirectly as a result of any failure by you to provide such full and safe access. You agree to provide adequate personnel and/or material handling equipment for the loading and unloading of Goods at the delivery destination. Where Ridley agrees to have Goods collected from your premises, you must ensure that the Goods are easily accessible and prepared for loading at the time Ridley or its nominee arrives to collect them.

7. Returns and Claims: If you do not advise Ridley in writing of any alleged deficiency in the amount of, damage to, or defect in, any Goods or failure of the Goods to comply with the Agreement (each a Claim):

a. with respect only to an alleged deficiency in the amount of Goods, within 7 days of the Delivery Time (defined in clause 8);

b. if the Claim was not reasonably identifiable at the Delivery Time, within 14 days of the earliest time that you could reasonably have become aware of the Claim, but in any event no later than 30 days following the Delivery Time; or

c. otherwise within 14 days of the Delivery Time,

you are deemed to have accepted the Goods and agree that Ridley is released by you from any claim, action, or liability in respect of any such Claim. If you advise Ridley in writing of a Claim within the applicable time period stated above Ridley may, in its absolute discretion, provide replacement Goods provided that the Goods to which the Claim relates are first returned to Ridley, at your cost within 14 days of you notifying Ridley of the Claim, in the same condition, and packaging (if practicable), as they were delivered in. You agree that from the Delivery Time of the replacement Goods, Ridley is released by you from any claim, action, or liability in respect of the Claim.

8. Risk: Risk in the Goods passes to you at the time that they leave Ridley's premises (Delivery Time). You must keep the Goods insured on usual terms against all risks usually insured against for goods of that kind at your cost from the Delivery Time until the time the legal and beneficial title in the Goods passes to you. You hold the proceeds of that insurance on trust for Ridley up to the amount you owe Ridley in respect of those Goods, and must keep such proceeds in a separate account until the liability to Ridley is discharged and you must pay that amount to Ridley immediately following receipt by you of the same.

9. Title and the PPSA: Until either:

a. all payments for Goods you owe to Ridley are made (notwithstanding any credit granted); or

b. you transfer title to Goods supplied by Ridley to a third party,

legal and beneficial title to Goods supplied by Ridley is retained by Ridley and does not pass to you.

You must keep the Goods in your possession and control, (and not permit a lien or security interest to be created over the Goods whether by statute or otherwise), in good repair and condition, and stored separately and marked so that the Goods are clearly and easily identifiable as Ridley's property and can be identified as relating to a particular invoice or delivery. You must, on its request, inform Ridley of the location of, and provide Ridley with access to, the Goods. If Goods are lost or damaged after the Delivery Time but prior to discharge of your liability to Ridley in respect of the Goods, you agree to indemnify Ridley for such loss or damage.

Any proceeds you receive from any dealing with the Goods must be held in trust for Ridley in a separate account until your liability to Ridley in respect of the Goods is discharged. You must pay such proceeds to Ridley on demand.

Until all amounts owed to Ridley are fully paid, you must keep the Goods insured on usual terms against all risks usually insured against for goods of that kind from the time the risk in the Goods passes to you until the time title in the Goods passes to you. You hold the proceeds of that insurance on trust for Ridley up to the amount you owe Ridley, and must immediately pay that amount to Ridley.

Until all amounts owed to Ridley in respect of Goods supplied to you are fully paid Ridley may retake possession of the Goods and keep or resell any of the Goods so repossessed.

The parties acknowledge that a security interest is created by the Agreement and as such, the Personal Property Securities Act 2009 (Cth) (PPSA) applies. This Agreement is adopted by you when you sign the CCAA and each time you take physical possession of Goods (irrespective of any rights you may have to return the Goods under clause 7). The Goods the subject of the security agreement are more particularly described in the relevant purchase documents. In consideration for Ridley supplying the Goods to you under the Agreement, you:

a. agree to treat the security interest created under the Agreement as a continuing and subsisting security interest in the relevant Goods with priority over any registered or unregistered general (or other) security and any unsecured creditor (even if the Goods become fixtures before paid for in full);

b. grant to Ridley a purchase money security interest (Security Interest) over the Goods and the proceeds of sale of the Goods;

c. agree that the Security Interest granted herein will continue to apply to any Goods coming into existence or proceeds of sale of Goods;

d. agree that the Security Interest has attached to all Goods now or in the future supplied to you by Ridley; and

e. agree, until title in the Goods pass to you, to keep all Goods free and ensure all Goods are kept free of any charge, lien or security interest except as created under the Agreement, and not otherwise deal with Goods in a way that will or may prejudice any rights of Ridley under the Agreement or the PPSA.

Ridley reserves the right to register a financing statement under the PPSA in respect of the Goods and you consent to Ridley doing so, and agree not to make any amendment demand. You indemnify, and on demand will immediately reimburse, Ridley for its costs, charges and expenses (including any registration fees) incurred in connection with anything Ridley does to perfect, preserve, enforce or protect or otherwise deal with the Security Interest.

You further agree (to the extent permitted by law) that you waive your rights under such sections of the PPSA as are able to be waived or excluded by agreement in addition to any other provision of the PPSA notified by Ridley to you from time to time and you waive your right to receive a copy of any financing statement, financing change statement or verification statement that is or may be registered, issued or received at any time.

You will not request any disclosure be made, disclose or authorise the disclosure, of any information of the kind mentioned in section 275(1) of the PPSA, unless section 275(7) of the PPSA applies and in that case only Ridley is entitled to make the disclosure.

Any payment made by you to Ridley may be applied by Ridley in any manner it sees fit.

10. Repossession: You agree to provide Ridley and any person authorised by Ridley access to all premises where Goods supplied to you by Ridley are stored for the purpose of Ridley retaking possession of the Goods. You agree to fully indemnify Ridley for all loss, damages, costs (including legal fees) and claims (including third party claims) suffered or incurred by Ridley (whether direct or indirect) as a result of Ridley retaking possession of the Goods supplied to you by Ridley or otherwise exercising its rights under this clause. You must make payment under this indemnity immediately on demand from Ridley.

11. Warranties: Ridley warrants that Goods as supplied are free from any manufacturing defect. This warranty does not apply if:

a. the defect becomes apparent after, or you fail to notify Ridley of your claim and return the Goods to Ridley before, the expiry of the applicable periods under clause 7;

b. the Goods are not stored in accordance with all instructions issued by Ridley;

c. the Goods have been subject to any alteration by any person other than a person authorised in writing by Ridley; or

d. the defect is caused by any raw materials provided by you to Ridley for manufacture of the Goods.

All other conditions and warranties of any type in relation to the Goods are excluded to the maximum extent allowed by the law. Subject to applicable law, you agree that the remedy for a breach of any condition or warranty implied by law is at Ridley's option either the repair of the Goods, supply of a replacement, payment of the cost of replacing the Goods or of acquiring equivalent goods, or payment of the cost of having the Goods repaired. Ridley makes no representation as to the fitness of the Goods supplied by it for any purpose other than a purpose which has been notified by you to Ridley in writing prior to the date of the Agreement and confirmed in writing by Ridley to be applicable.

12. Liability: To the extent permitted by law, Ridley will not be liable for:

a. any consequential or indirect losses, personal injury, incidental damages, loss of profit, costs of business interruption, loss of opportunities or any other loss, damage, cost, expense or liability whatsoever arising out of, or incidental to, any use of the Goods;

b. any loss arising out of, or in relation to, negligence on the part of Ridley or any of its employees, offices, agents and contractors; or

c. any loss suffered by you to the extent that you have failed to mitigate against your loss.

13. Limitation of liability: To the extent permitted by law and regardless of any other provision in this Agreement, Ridley's overall liability to you will not exceed the purchase price of the Goods paid by you to Ridley.

14. Termination: Either party may, by written notice to the other party, immediately terminate the Agreement if:

a. the other party fails to perform any of its obligations under the Agreement;

b. the other party dies, becomes incapacitated, or ceases, threatens or indicates that it is about to cease carrying on its business;

c. anything happens that reasonably indicates that there is a significant risk that the other party is, or will become unable to pay its debts as and when they fall due; or

d. a step is taken to have a receiver, receiver and manager, provisional liquidator or administrator appointed in respect of the other party or its assets.

If the Agreement is terminated because of a party's default, then all amounts owing to the other party under this Agreement are deemed immediately due and payable. Clauses 4, 6, 9, 10, 11 and 14 survive termination or ending of the Agreement.

15. Force Majeure:

a. You agree that Ridley is not required to perform any obligation under the Agreement to the extent that such performance is impracticable due to, and for the period of continuance of, any cause or circumstance beyond Ridley's reasonable control, including but not limited to: any lack of production capacity or raw materials; strikes; lockouts; labour disputes; fires; floods; acts of God or public enemy; malicious or accidental damage; delays in transport; breakdowns in machinery; restrictions, prohibitions or changes in policy by any government or any semi-governmental authorities; or embargoes (Force Majeure Event). You must accept delivery of Goods notwithstanding any delay caused by any Force Majeure Event.

16. Miscellaneous:

a. Ridley waives a right under the Agreement only if it does so in writing.

b. Neither party may, without the prior written consent of the other party (which must not be unreasonably withheld or delayed), assign, transfer or deal with its rights and obligations under the Agreement and any contract made pursuant to it.

c. The rights and remedies provided in the Agreement will not affect any other rights or remedies available to Ridley.

d. The Agreement is governed by and must be interpreted in accordance with the laws of Victoria and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.

e. Ridley may amend or vary the Agreement by notifying you in writing of the amendment or variation and you agree to comply with any such amendment or variation.

f. If any provision of the Agreement is unenforceable, illegal or void, that provision is severed and the other provisions of the Agreement remain in force.

g. Any notice to be given to a party under the Agreement must be in writing and must be sent by post, facsimile or email to the address of that party shown in the quotation, purchase order or order acknowledgement. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.

h. The parties acknowledge that the provisions of this document may be made subject to other agreements or documents constituting the Agreement by express provision contained in such agreements or documents.

i. Headings are inserted for convenience only and do not affect the interpretation of the Agreement.