

AGT SEED SHARING LICENCE AGREEMENT**THE PARTIES****AUSTRALIAN GRAIN TECHNOLOGIES PTY LTD** ABN 65 100 269 930

at PO Box 341, Roseworthy, SA, 5371. Phone 08 7111 0209.

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: Email address:

Address:

ABN: NGR No: CBH No:

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

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

Signed by the Seller: **Date:**.....**PURCHASER to complete details below and sign**

Name: Email address:

Address:

ABN: NGR No: CBH No:

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

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

Signed by the Purchaser: **Date:**.....**Please refer to the AGT Website (www.agtbreeding.com.au) for applicable EPR Rates for all AGT varieties.**

Insert in the table below the variety & tonnage of seed of each variety sold or traded to the Purchaser.

Please use a separate Licence Agreement for each new Purchaser.

Further copies of this licence are available at www.agtbreeding.com.au – follow the *Sourcing Seed* Tab.**Please do not send EPR Payments with this Form.**

Variety	Quantity of Seed Sold or Traded to “Purchaser” (Metric Tonnes)	Year Seed Will / Has Been Planted

Once complete please return to AGT via: post or email:

Address: PO Box 341, Roseworthy, SA, 5371

Email: customer.service@agtbreeding.com.au

TERMS AND CONDITIONS

By purchasing or acquiring this product from the Seller the Purchaser agrees to be bound by the conditions set out below.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- a) **Seller** means the person or business who purchased Seed from a recognised seed retailer and wishes to sell Seed to the Purchaser; and
- b) **Purchaser** means the person or business who wishes to purchase or otherwise acquire Seed from a Seller.

2 CONDITIONS OF PURCHASE AND USE

As the Purchaser you agree in favour of AGT that:

- 2.1 You are bound by the terms and conditions of the Industry Standard Variety Licence and its Schedules (as amended by AGT), the combination of which forms the AGT Variety Licence and you acknowledge that you have read, understood and accept those terms. A full copy of the AGT Variety Licence is available on the AGT website.
- 2.2 You will pay any End Point Royalties (**EPR**) applicable under that Licence on the grain produced of the purchased variety. The list of EPR rates is available on the AGT Website.
- 2.3 You will not use this product until you have read and accepted the terms and conditions in the AGT Variety Licence.
- 2.4 The listed varieties are 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, the Purchaser agrees in favour of AGT:

- a) to indemnify AGT against all loss and damage that AGT may suffer as a result; and
- b) the Purchaser must pay all of AGT's costs (including legal costs) associated with enforcing AGT'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 AGT 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 AGT has no liability whatsoever to the Purchaser or to any other person; and
- b) none of AGT, BASF or 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 AGT).

3.3 The Purchaser waives any right it may have or may subsequently have to claim against AGT, BASF 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 and/or Retained Seed to the Purchaser by a person other than AGT) and releases and forever discharges AGT, BASF 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 AGT, BASF 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 AGT).

3.4 The Purchaser indemnifies AGT (on its own account and as agent for the following indemnitees), BASF 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 and/or Retained Seed and/or Harvested Material from Retained Seed to the Purchaser (including without limitation any sale or disposal of Seed to the Purchaser by a person other than AGT) and agrees to pay all of such indemnitees' costs (including legal costs) relating thereto.

3.5 The liability of AGT 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 AGT, BASF 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 AGT:

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