

AGT SEED SHARING LICENSE AGREEMENT

THE PARTIES

AUSTRALIAN GRAIN TECHNOLOGIES Pty Ltd ACN 100 269 930 ABN 65 100 269 930
 at PO Box 341, Roseworthy, SA, 5371. Phone 08 8313 6810. Fax 08 8313 6865
 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 details below and sign

Name: Email address:
 Address:
 ABN: NGR No: CBH 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**.....

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**.....

Varieties available for Seed Sharing – AGT Katana, AGT Scythe, Astute, Axe, Beckom, Bison, Bremer, Carinya, Chopper, Condo, Coolah, Corack, Correll, Cutlass, Ellison, Espada, Estoc, Fang, Fusion, Gladius, Hawkeye, Hyperno, Jaywick, Kiora, Livingston, Longsword, Mace, Marombi, Merinda, Mitch, Naparoo, Sainly, Scepter, Shield, Sunguard, Sunlamb, Sunmate, Sunmax, Sundtime, Suntop, Sunvex, Sunzell, Ventura, Wallup

Varieties NOT available for Seed Sharing – Elmore CL Plus, Grenade CL Plus, Hatchet CL Plus, Justica CL Plus, Kord CL Plus, Razor CL Plus

Please insert in the table below the variety & tonnage of seed of each variety sold or traded to the Purchaser.
 Please use a separate License Agreement for each new Purchaser.
 Further copies of this license 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, email, fax:

Address: PO Box 341, Roseworthy, SA, 5371 Email: epr@agtbreeding.com.au Fax: 08 8313 6865

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 Variety Licence and its Schedules (as amended by Australian Grain Technologies (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 at www.agtbreeding.com.au
- 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 AGT Variety 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 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) Neither AGT 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 AGT). The Purchaser waives any right it may have or may subsequently have to claim against AGT 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 AGT) and releases and forever discharges AGT 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 AGT 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)

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

3.4 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 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;
- c) to enter into any other contract or other form of binding commitment whatsoever.

| Variety | EPR \$/Tonne |
|-------------------|--------------|
| AGT Katana wheat | \$3.00 |
| AGT Scythe wheat | \$1.50 |
| Astute triticale | \$2.75 |
| Axe wheat | \$2.50 |
| Beckom wheat | \$3.25 |
| Bison triticale | \$2.75 |
| Bremer wheat | \$3.25 |
| Carinya wheat | \$2.00 |
| Chopper triticale | \$3.00 |
| Condo wheat | \$3.25 |
| Coolah wheat | \$3.50 |
| Corack wheat | \$3.00 |
| Correll wheat | \$2.00 |
| Cutlass wheat | \$3.00 |
| Ellison wheat | \$2.00 |
| Espada wheat | \$2.50 |
| Estoc wheat | \$3.00 |
| Fang wheat | \$3.00 |
| Fusion triticale | \$3.00 |
| Gladius wheat | \$2.50 |
| Hawkeye triticale | \$2.50 |
| Hyperno durum | \$3.00 |
| Jaywick triticale | \$2.50 |
| Kiora wheat | \$3.25 |
| Livingston wheat | \$2.50 |
| Longsword wheat | \$2.75 |
| Mace wheat | \$3.00 |
| Marombi wheat | \$1.00 |
| Merinda wheat | \$2.50 |
| Mitch wheat | \$3.25 |
| Naparoo wheat | \$2.50 |
| Saintly durum | \$3.00 |
| Scepter wheat | \$3.25 |
| Shield wheat | \$3.25 |
| Sunguard wheat | \$3.00 |
| Sunlamb wheat | \$2.75 |
| Sunmate wheat | \$3.25 |
| Sunmax wheat | \$3.50 |
| Suntime wheat | \$3.50 |
| Suntop wheat | \$3.25 |
| Sunvex wheat | \$2.75 |
| Sunzell wheat | \$2.00 |
| Ventura wheat | \$2.00 |
| Waagan wheat | \$3.00 |
| Wallup wheat | \$3.00 |