

Terms of Supply - Progardes

Disclaimer

The following terms and conditions (**Terms**) govern the supply of Progardes by Agrimix Pty Ltd ACN 159 796 399 or its authorised reseller (**Agrimix**) to you as the purchaser / user (**you**). It is important that you read and accept these Terms prior to purchasing Progardes. By purchasing Progardes, you are deemed to have accepted and agreed to be bound by these Terms.

Terms

1. Agrimix grants you the right to plant Progardes in accordance with these Terms.
2. You acknowledge that it is a condition of supply that you must adhere to the planting requirements detailed in the Progardes Seeding Establishment Guide (**Guide**). A copy of the Guide is attached to these Terms and can also be accessed at www.agrimix.com.au
3. You acknowledge that the performance of Progardes may be impacted by a number of factors, which are outside the control of Agrimix, including but not limited to:
 - (a) climatic conditions;
 - (b) soil composition;
 - (c) application methods; and
 - (d) farming practices.

Accordingly, you accept the risks associated with using Progardes, including any risk associated with the failure of Progardes to perform in accordance with your expectations. To the extent permitted by law, Agrimix's liability for breach of any term implied into these Terms by any law is excluded.

4. You acknowledge that, except to the extent of any representations made by Agrimix in any current promotional literature, it remains your responsibility to satisfy yourself that Progardes is fit for its intended use.
5. To the fullest extent permissible at law, Agrimix is not liable for any direct, indirect, punitive, incidental, special or consequential damages including, without limitation, damages for loss of use or profits, arising out of or in any way connected with your use of Progardes, whether based on negligence or otherwise.
6. The Australian Consumer Law may give you certain guarantees, which cannot be excluded in accordance with Items 3 and 5 of these Terms. Where liability for breach of any such guarantee can be limited, Agrimix's liability (if any) arising from any breach of those guarantees is limited to the replacement value of the Progardes or the cost of resupply or replacement of the Progardes, determined with reference to the transaction to which the breach relates.
7. Progardes is a composite of Desmanthus varieties and includes materials covered by Plant Breeders' Rights (refer to the packing label included on the seed bag for details). Plant Breeders' Rights provide exclusive commercial rights and control over the materials, which they cover. Unauthorised commercial propagation and any sale, conditioning, export, import or stocking of propagating material is an infringement under the *Plant Breeder's Rights Act 1994* (Cth) (**PBR Act**). Without limiting the application of the PBR Act you agree not to:
 - (a) harvest, modify, genetically manipulate or breed Progardes; or
 - (b) supply Progardes to third parties for commercial purposes.
8. Notwithstanding any other provision of these Terms, if you chemically treat Progardes Agrimix accepts no responsibility, and will not be liable whatsoever, for any consequences that may be attributed to such treatment.
9. You acknowledge that Progardes is not for personal, domestic or household purposes.