

CANOLA BREEDERS WESTERN AUSTRALIA PTY LTD [ABN 27 097 299 619] ('Canola Breeders')

CANOLA LICENCE AND END POINT ROYALTY (EPR) AGREEMENT TERMS AND CONDITIONS

INTRODUCTION

- This Canola Licence and EPR Agreement (the 'EPR Agreement') refers to all Canola Breeders canola variety seed named in the Canola Variety Schedule ('Canola Breeders Seed').
- The varieties named in the Canola Variety Schedule are subject to registered protection under the Plant Breeders Rights Act (Cwlth) 1994.
- It is important that you being the Purchaser make yourself fully aware of all the terms and conditions set out in this EPR Agreement concerning your purchase of Canola Breeders Seed.
- By opening a bag of Canola Breeders Seed, you are deemed to accept the Terms and Conditions of this EPR Agreement
- The EPR Agreement applies to all future production by you from Canola Breeders Seed.
- The Retailer who supplied Canola Breeders Seed to you will provide Canola Breeders with your details and details of the Canola Breeders Seed purchased by you.
- Under the terms of this EPR Agreement, an EPR will not apply to seed harvested from Canola Breeders Seed and retained for subsequent sowing by you.

TERMS AND CONDITIONS

1. Canola Breeders grants the Purchaser a licence to use Canola Breeders Seed and the Purchaser agrees to pay an End Point Royalty ("EPR") to Canola Breeders on harvested seed, excluding seed saved for sowing in subsequent years, on the terms and conditions of this EPR Agreement (the 'Terms').
2. The Purchaser acknowledges and agrees that the Terms are ongoing and that each time you purchase or plant Canola Breeders Seed you agree to the Terms in respect of that Canola Breeders Seed.
3. The Purchaser may sow Canola Breeders Seed for the purposes of producing grain for (i) selling as a commodity or for processing; (ii) retaining for use as feed for livestock or for other on-farm purposes; or (iii) retaining for use as seed for future sowing by the Purchaser. No other rights are granted in respect of the Canola Breeders Seed and without limitation, the Purchaser must not resell, gift, barter or donate Canola Breeders Seed as seed for sowing without the express written approval of Canola Breeders.
4. For each metric tonne of Canola Breeders Seed the Purchaser produces and sells as grain or uses on-farm as feed or for purposes other than as seed for future sowing, the Purchaser must pay Canola Breeders an EPR plus applicable GST at the rate specified in the Canola Variety Schedule following the process described below.
5. Prior to harvest in each year, Canola Breeders or its Agent will send the Purchaser an EPR Declaration Form (the 'EPR Declaration Form') which the Purchaser agrees to complete and return to Canola Breeders within 30 days of completion of harvest with the following information:
 - i. the quantity of grain produced from Canola Breeders Seed specifying the variety name. If no Canola Breeders Seed was grown, then this should also be stated;
 - ii. the variety name and quantity of Canola Breeders Seed held for subsequent sowing by the Purchaser;
 - iii. the quantity of grain held on-farm for uses other than for subsequent sowing by the Purchaser;

- iv. the quantity of grain produced from Canola Breeders Seed delivered to an end-user or their agent; and
 - v. the amount of EPR paid by the Purchaser to a Bulk Commodity Delivery Agent for Canola Breeders Seed harvested in that year and the name and contact of the Bulk Commodity Delivery Agent whom the Purchaser paid. A Bulk Commodity Delivery Agent means any grain buyer who has agreed with Canola Breeders or its Agent to deduct EPR from money owed to growers of Canola Breeders Seed and to remit the amounts deducted to Canola Breeders or its Agent.
6. Upon Canola Breeders's receipt of the EPR Declaration Form, Canola Breeders or its Agent will send the Purchaser a tax invoice setting out the applicable EPR after deducting the amount in 5(v) and a copy of Canola Breeders's payment terms.
 7. The Purchaser must pay to Canola Breeders the outstanding EPR within 30 days of receipt of the tax invoice.
 8. Where harvested Canola Breeders Seed is supplied to a Bulk Commodity Delivery Agent, the Purchaser hereby authorizes and directs the Bulk Commodity Delivery Agent to deduct an EPR and applicable GST as specified in the Canola Variety Schedule and to pay these sums to Canola Breeders or its Agent.
 9. The Purchaser consents to Canola Breeders or its Agent and the Bulk Commodity Delivery Agent exchanging information including the Purchaser's name, address and ABN for the purpose of collecting EPR.
 10. Canola Breeders and the Purchaser agree that in performing their obligations and exercising their rights under this Agreement that they will comply with all applicable laws and regulations, including without limitation, legislation concerning the protection of personal information.
 11. The Purchaser may not assign or transfer this EPR Agreement, in whole or in part, or any interest arising under this EPR Agreement to any other person or party, without the written permission of Canola Breeders.
 12. Where the Purchaser comprises two or more persons, an agreement or obligation to be performed or observed by the Purchaser binds those persons jointly and each of them severally.
 13. To the extent permitted under the applicable law, the remedy for the Purchaser of Canola Breeders Seed or any other person for any loss suffered directly or indirectly as a result of the purchase of the Canola Breeders Seed (whether such loss results from breach of warranty, contract, tort, strict liability, or negligence) shall be limited solely and exclusively to the amount of the purchase price of the Canola Breeders Seed or any other products or replacements of the Canola Breeders Seed, at the election of Canola Breeders or its authorised retailer. In no event shall Canola Breeders or its authorized retailer be liable for any consequential or incidental damages sustained by you or any other person. All warranties shall be void and of no effect if the Purchaser or any other person applies any chemical or preservative to the Canola Breeders Seed.
 14. If for any reason Plant Breeders Rights in Canola Breeders Seed cease to subsist, Canola Breeders will not be obliged to make any refund of any EPR paid under this EPR Agreement.
 15. This EPR Agreement applies to any Canola Breeders Seed in possession or under the control of the Purchaser before as well as after execution of this EPR Agreement.
 16. This EPR Agreement constitutes the entire agreement between the parties and supersedes all prior representations.

CANOLA VARIETY SCHEDULE

VARIETY	EPR	GST	TOTAL INCLUDING GST
CB™ Boomer ^(b)	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne
CB™ Tanami ^(b)	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne
CB™ Argyle ^(b)	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne
CB™ Telfer ^(b)	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne
CB™ Scaddan ^(b)	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne