



CANOLA BREEDERS WESTERN AUSTRALIA PTY LTD ('CBWA')  
Unit 15, 219 Canning Highway  
South Perth WA 6151  
ABN 27 097 299 619

Locked Bag 888  
Como WA 6952

**CANOLA BREEDERS WESTERN AUSTRALIA PTY LTD [ABN 27 097 299 619]  
CANOLA LICENCE AND END POINT ROYALTY (EPR) AGREEMENT  
TERMS AND CONDITIONS**

**INTRODUCTION**

- This Canola Licence and EPR Agreement (the 'EPR Agreement') refers to all CBWA canola variety seed named in the Canola Variety Schedule ('CBWA 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 CBWA Seed.
- By opening a bag of CBWA 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 CBWA Seed.
- The Retailer who supplied CBWA Seed to you will provide CBWA with your details and details of the CBWA Seed purchased by you.
- Under the terms of this EPR Agreement, an EPR will not apply to seed harvested from CBWA Seed and retained for subsequent sowing by you.

**TERMS AND CONDITIONS**

1. CBWA grants the Purchaser a licence to use CBWA Seed and the Purchaser agrees to pay an End Point Royalty ("EPR") to CBWA 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 CBWA Seed you agree to the Terms in respect of that CBWA Seed.
3. The Purchaser may sow CBWA 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 CBWA Seed and without limitation, the Purchaser must not resell, gift, barter or donate CBWA Seed as seed for sowing without the express written approval of CBWA.
4. For each metric tonne of CBWA 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 CBWA 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, CBWA or its Agent will send the Purchaser an EPR Declaration Form (the 'EPR Declaration Form') which the Purchaser agrees to complete and return to CBWA within 30 days of completion of harvest with the following information:
  - i. the quantity of grain produced from CBWA Seed specifying the variety name. If no CBWA Seed was grown, then this should also be stated;
  - ii. the variety name and quantity of CBWA 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 CBWA 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 CBWA 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 CBWA or its Agent to deduct EPR from money owed to growers of CBWA Seed and to remit the amounts deducted to CBWA or its Agent.

6. Upon CBWA's receipt of the EPR Declaration Form, CBWA 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 CBWA's payment terms.
7. The Purchaser must pay to CBWA the outstanding EPR within 30 days of receipt of the tax invoice.
8. Where harvested CBWA 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 CBWA or its Agent.
9. The Purchaser consents to CBWA 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. CBWA 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 CBWA.
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 CBWA Seed or any other person for any loss suffered directly or indirectly as a result of the purchase of the CBWA 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 CBWA Seed or any other products or replacements of the CBWA Seed, at the election of CBWA or its authorised retailer. In no event shall CBWA 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 CBWA Seed.
14. If for any reason Plant Breeders Rights in CBWA Seed cease to subsist, CBWA will not be obliged to make any refund of any EPR paid under this EPR Agreement.
15. This EPR Agreement applies to any CBWA 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 <sup>(D)</sup>	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne
CB™ Tanami <sup>(D)</sup>	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne
CB™ Argyle <sup>(D)</sup>	\$5.00 per tonne	\$0.50 per tonne	\$5.50 per tonne