



# CUSTOMER PREPAY PLUS AGREEMENT

Nutrien group company:	<b>Clarke &amp; Stokes AgriServices Pty Ltd</b> ABN 64619920615 61 Norseman Road, Esperance WA 6450	("Company")
Customer name and ABN/ACN:	ABN	("Customer")
Customer SAP Number (if applicable):		
Address:		
Telephone:		
Email:		
Amount of Prepayment:		("Prepayment Amount")
Description of Goods:	AgChem, Seed, Fertiliser, Other ( excl. Livestock)	(respectively the "Goods")
Date of Prepayment:		("Prepayment Date")
Rate:	4.15 % <b>per annum</b>	("Reward Amount")

The Company and the Customer agree to vary the General Terms and Conditions of Sale on which the Company sells Goods to the Customer to allow the Customer to prepay for the purchase of Goods as follows:

1. The Customer agrees to pay the Prepayment Amount to the Company on the following terms:
    - a. The Prepayment Amount must be paid into the Customer's Trading Account on or before the Prepayment Date.
    - b. The Prepayment Amount is not refundable to the Customer in whole or in part;
    - c. The Prepayment Amount must be used by the Customer to acquire the Goods and no other product from the Company within 12 months of the Prepayment Date;
    - d. Any Reward Amount will be applied as a credit on the Customer's Trading Account and must be used only to purchase Goods from the Company and no other products or services.
    - e. Any Reward Amount must be used within 12 months of the Prepayment Date, otherwise it will be forfeited;
    - f. The Reward Amount will not be paid separately to the Customer if Goods are not purchased from the Company;
    - g. The Company has not made any representation to the Customer as to the suitability or appropriateness of this Agreement;
    - h. The Company has not provided the Customer with any legal, financial or taxation advice in relation to this Agreement.
    - i. The Reward Amount is calculated by applying the Rate to the balance of the Prepayment Amount on a simple interest basis.
  2. The Customer agrees that the Company may set off any amount owing to it by the Customer against the Prepayment Amount if the Customer:
    - a. is in default of the Customer's Trading Account terms, this Agreement or any other agreement between the Company and the Customer; or
    - b. is insolvent as defined in section 95A the Corporations Act 2001(Cth),  
and in such a case the Prepayment Amount will be reduced by the amount of any set off.
  3. Terms capitalised in this Agreement but not defined have the meanings given in the Credit Application and Security Agreement.
  4. Other than as provided in this Agreement, the General Terms and Conditions of Sale remain in full force and effect.
  5. The General Terms and Conditions of Sale are incorporated into this Agreement as if set out in full.
- Please note that the Company, its employees, agents and contractors are not providing any financial, legal or tax advice. As every taxpayer's tax affairs and financial circumstances are different, the Company strongly recommend that customers obtain their own independent advice in relation to this product.

## Customer acceptance

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Role: \_\_\_\_\_