

Terms and Conditions

Classing Services

A1 Classing Services

A1.1 We will provide You Classing Services as set out in this Contract for Your Nominated Cotton Bales as per Your written instructions for the Season.

The Classing Services include:

- (a) HVI classifying Your Samples with respect to fibre length and uniformity, short fibre index, strength, micronaire, reflectance (RD), yellowness and colour grade.

Manually classifying Your Samples with respect to colour grade, leaf grade, staple and extraneous matter.

A1.2 In providing the Classing Services, We agree to class Your cotton by reference to the prevailing industry standards and the best management practices of the Cotton Classers Association of Australia.

You consent to Us providing Your classing results and a copy of any relevant tax invoice to Your Nominated Merchant.

A2 Dispute

A2.1 If a dispute arises between You and Us over the classing of Your cotton and that dispute cannot be resolved within 14 days of the date that the dispute is notified to us, the dispute will be referred to the Cotton Classers Association of Australia or its equivalent body for resolution through its review process. The parties agree to be bound by the rules of the Cotton Classers Association of Australia.

Tender Services

D1 Tender Services

D1.1 We will provide You Tender Services set out in this Contract for Your nominated cotton bales as per Your written instructions for the Season.

The Tender Services include:

- (a) Prepare tender form, with your classing results and other information, in accordance with Your written instructions;

Advertise to merchants the offer of Your classed cotton bales (with or without Your details); and

- (b) Present You the tendered bid prices received from merchants for Your immediate consideration.

D1.2 You are not required to accept any bid price(s) from any merchant(s).

If You do accept a tendered bid price from a merchant, You must enter a binding sale and purchase contract with that merchant under the terms of the tender in B1.2(a)B1.2(a) unless agreed otherwise between You and the merchant.

D1.3 In providing the Tender Services we:

- (a) are not party to the sale and purchase contract between You and Your Merchant; and do not act as an agent for either You or Your Merchant and do not come into actual or constructive ownership of Your cotton bales.

D2 Dispute

D2.1 You agree that deals, negotiations and the sale and purchase contracts between You and Your Merchant are conducted at Your own risk.

If a dispute arises between You and Your Merchant, that is Your responsibility. We may provide You with any assistance that We believe is reasonable in the circumstances to help resolve the dispute, however We cannot bring an action on Your behalf.

Payment

E1 Payment

E1.1 The following Charges are payable by You to us:

- (a) Classing Service Charge as set out in the Contract, irrespective of quality; and Tender Service Charge as set out in the Contract.

E1.2 You (or Your merchant as agreed between You and Us) must pay these fees within 5 Business Days of the date of the invoice.

If GST is imposed on any supply made by either party (Supplier) under or in connection with a Contract, the other party (Recipient) must pay, in addition to any consideration payable or to be provided by the Recipient under a classing contract for the supply, an additional amount calculated by multiplying the prevailing GST rate by the consideration for that supply. That additional amount is payable at the same time as the consideration for that supply is payable or to be provided.

E2 Default interest

- E2.1 From the time any amount is overdue for payment until it is paid, You agree to pay interest at the default rate of 12% per annum on the overdue amount. You agree to pay interest owing under this clause when We specify.

General Provisions

F1 Termination

- F1.1 We can terminate this Contract if:

- (a) You do not pay Us when We ask You to;
a force majeure event occurs under clause D2 and continues for a period of at least 21 days;
- (b) You become insolvent or steps are taken to make You insolvent.

- F1.2 You can terminate this Contract if:

- (a) we become insolvent or steps are taken to make Us insolvent; or
we do something We agree not to do under this Contract or We don't do something We agree to do under the Classing Contract and We do not remedy our default within 14 days of it occurring.

F2 Inability to perform

- F2.1 If an event beyond reasonable control prevents You or Us from:

- (a) performing an obligation in whole or in part; or
performing it on time (except an obligation to pay money), the party unable to perform must:
 - i. give the other party a notice describing the nature of the event and an estimate of the delay;
 - ii. take all commercially reasonable steps to be in a position as quickly as possible to resume performance; and
 - iii. resume performance of the obligation as soon as possible.

The party unable to perform is not responsible to the other party for any loss or costs arising from their inability to perform, and the obligation is suspended while the event continues.

F3 Indemnities

- F3.1 You are liable and agree to indemnify Us against, any liability or loss or claim arising from, and costs incurred in connection (including consequential or economic loss) with:

- (a) Your default under this Contract; and
Any third party which rely upon Our services under this Contract.

F4 Notices

- F4.1 Notices, certificates, consents, approvals and other communications in connection with this contract must be in writing. Communications from You must be signed by You, or if You are a corporation, by a director or another person We approve.

They may be:

- (a) given personally (if they are for You and You are a corporation, to one of Your directors; if they are for Us, to our Classing Manager); or
left at the address last notified; or
- (b) sent by post to the address last notified; or
sent by email or other electronic communication to the email address last notified.

- F4.2 They take effect from the time they are received unless a later time is specified in them.

If they are sent by email, they are taken to be received:

- (a) when the sender receives an automated message confirming delivery; or
 - (b) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed;
- whichever happens first.