

# FLEXI SAVER AGREEMENT

## Customer Details

Name and ABN/ACN:		("Customer")			
Nutrien Ag Solutions SAP Number:					
Address:					
Telephone:		Facsimile:		Mobile Phone:	
Email:					
Credit Application & Security Agreement with Nutrien Ag Solutions: ("Credit Application")			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Amount of initial Lodgment (funds can be lodged at any time):	\$	("Lodgment Amount")			
Maximum Lodgment Amount:	\$				
Minimum Amount:	\$10,000.00	("Minimum Amount Date")			
Date of Lodgment:	/ / 20__	("Lodgment Date")			
Rate:		% per annum		("Reward Amount")	

Nutrien Ag Solutions Limited ("Nutrien Ag Solutions") and the Customer agree to vary the General Terms and Conditions of Sale on which Nutrien Ag Solutions sells Goods to the Customer to allow the Customer to offset the purchase of Goods as follows.

- The Customer agrees to pay the Lodgment Amount to Nutrien Ag Solutions on the following terms:
  - The Lodgment Amount must be paid to the Customer's Nutrien Ag Solutions Trading Account on or before the Lodgment Date.
  - The Customer may withdraw the Lodgment Amount at any time upon 2 Business Days written notice to Nutrien Ag Solutions.
  - The Prepayment Amount must be used by the Customer to acquire the Goods and no other product from Nutrien Ag Solutions within 12 months of the Prepayment Date;
  - If at any time, the Lodgment Amount is less than the Minimum Amount ("**Lodgment Shortfall**"), any Reward Amount must be used within 12 months from the date of the Lodgment Shortfall, otherwise the Reward Amount is forfeited. The Reward Amount is calculated by applying the Rate to the Lodgment Amount on a simple interest basis.
  - Upon thirty (30) days written notice, Nutrien Ag Solutions may in its absolute discretion, change, alter or remove the Rate or these terms and conditions.
  - The Maximum Lodgment Amount will be subject to an annual review.
  - Nutrien Ag Solutions has not made any representation to the Customer as to the suitability or appropriateness of this Agreement.
  - Nutrien Ag Solutions has not provided the Customer with any legal, financial or taxation advice in relation to this Agreement.
- The Customer agrees that Nutrien Ag Solutions may set off any amount owing to it by the Customer against the Lodgment Amount if the Customer:
  - is in default under the terms of the any credit application, the General Terms and Conditions of Sale, this agreement or any other agreement between Nutrien Ag Solutions and the Customer; or
  - is insolvent as defined in section 95A the Corporations Act 2001 (Cth).
- Terms capitalised in this Agreement but not defined have the meanings given in the Nutrien Ag Solutions General Terms and Conditions of Sale.
- Other than as provided in this Agreement, the Nutrien Ag Solutions General Terms and Conditions of Sale remain in full force and effect.
- The Nutrien Ag Solutions General Terms and Conditions of Sale are incorporated into this Agreement as if set out in full.

## Customer Signature

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

## Nutrien Ag Solutions Signature

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