

NUTRIEN AG SOLUTIONS BULK FERTILISER SCHEDULE TO THE GENERAL TERMS AND CONDITIONS OF SALE

The provisions of this Schedule only apply to the sale of unbagged or bulk fertiliser (**Bulk Fertiliser**). Terms capitalised but not defined in this Schedule have the same meaning given to them in the Nutrien Ag Solutions General Terms and Conditions of Sale (**Terms**).

1. When is a Contract formed?

1.1 The Company reserves the right to accept or reject (in whole or in part), any Order that may be placed by the Customer.

2. For the purposes of clause 1.4(c) of the Terms, the provisions of this Schedule prevail over the provisions in the Nutrien Ag Solutions General Terms and Conditions of Sale to the extent of any inconsistency

3. How is the price determined?

3.1 The Price of the Bulk Fertiliser sold by the Company shall be the price appearing on the written confirmation of the Order issued by the Company or otherwise agreed by the parties in writing.

3.2 All Prices quoted by the Company to the Customer are valid for 24 hours or such other period specified by the Company.

3.3 The Company reserves the right, by notice to the Customer at any time before Delivery, to increase the Price of the Bulk Fertiliser and/or Order to reflect any increase in costs to the Company as a result of:

- (a) any change in Delivery dates, quantities or specifications for the Bulk Fertiliser which is requested by the Customer; or
- (b) any delay caused by instructions of the Customer or failure of the Customer to give the Company adequate information or instructions;

4. What are the terms of Delivery?

4.1 Unless otherwise agreed in writing, all sales of Bulk Fertiliser will be delivered Ex Works as per Incoterms 2020 or such other version of the terms issued by the International Chamber of Commerce as specified by the Company on the written confirmation of the Order issued by the Company.

4.2 Delivery of the Bulk Fertiliser shall be made in accordance with the terms set out in the written confirmation of the Order issued by the Company.

4.3 If not expressly specified in the written confirmation of the Order issued by the Company, the Customer shall arrange for collection of the Bulk Fertiliser from the Company's site specified in the written confirmation of Order. The Customer shall be responsible for all such costs and will keep the Company harmless from any claims, liability, damages or costs arising from the actions or omissions of the Customer's collection agent or carrier. The Company's site may include a depot or site operated by third-parties under an arrangement with the Company.

4.4 Where specified in the written confirmation of Order issued by the Company, Delivery may be by instalments.

4.5 The Customer (itself or by its collection agent or carrier) will inspect the Bulk Fertiliser at the time of Delivery and will immediately notify the Company in writing if the Bulk Fertiliser contains any defects, including without limitation with respect to quality or quantity.

4.6 To the extent permitted by law, including with respect to any rights that the Customer may have under the Australian Consumer Law:

- (a) the Company shall not be liable for any defects in the Bulk Fertiliser if the Customer does not notify the Company, in writing, within seven (7) days of Delivery; and
- (b) if the Customer has not given notice in accordance with clause 4.6(a) it shall be deemed to have waived any right to allege there is a defect in relation to the Bulk Fertiliser.

4.7 To be entitled to any remedy against the Company, the Customer must ensure that any Bulk Fertiliser subject to a claim by it pursuant to this clause 4 is properly protected and stored in accordance with manufacturer's instructions or relevant safety data sheet/s or equivalent (if any), remains intact and unadulterated and is not commingled until

settlement of the claim. The Customer must provide a physical sample of the Bulk Fertiliser to the Company on demand.

5. What Health and Safety Requirements apply to Delivery?

5.1 The Company may, at its sole discretion, decline to load, or permit loading of, any Bulk Fertiliser if the Company determines, at its sole discretion, that there is a risk the Bulk Fertiliser may be contaminated, the carrier is not suitable for carrying the Bulk Fertiliser, unsafe, and/or not in compliance with any applicable health, environmental or safety regulations.

5.2 At all times in connection with the performance of this Contract, the Customer must, and must procure that its agents, contractors or employees (including freight carriers):

- (a) comply with any applicable health, environmental or safety laws and regulations, including the Chain of Responsibility Laws;
- (b) follow all reasonably necessary directions of the Company's personnel or third-party personnel at the Company's site;
- (c) not create any hazard or cause any contamination on the Company's site (including as a result of the condition of a vehicle).

5.3 If required, the Customer must, and must procure that its agents, contractors or employees (including freight carriers) undertake a site-specific induction for the Company's site prior to Delivery in accordance with any induction policy provided to the Customer by the Company.

5.4 The Customer acknowledges that the Company has certain obligations under the Chain of Responsibility Laws in connection with the performance of this Contract, including as a consignor, packer, and/or loader.

5.5 Without limiting clauses 5.1 to 5.4 so as to facilitate each of the Company and the Customer complying with their respective obligations under the Chain of Responsibility Laws:

- (a) each of the parties must co-operate with the other in relation to their compliance with the Chain of Responsibility Laws;
- (b) each of the parties must co-operate with the other in relation to the application of, and any audit of, a party's Chain of Responsibility Laws compliance policies; and
- (c) the Customer must comply with all directions from the Company and provide any information reasonably requested by the Company in connection with the compliance of any vehicle or any of the Customer's representatives with the Chain of Responsibility Laws in relation to the performance of this Contract.

5.6 Nothing in clause 5 limits or otherwise derogates from a party's own responsibility to ensure that it complies with the requirements of the Chain of Responsibility Laws applicable to that Party.

5.7 The Customer will not be reimbursed for any time spent by it or its agents, contractors or employees in complying with its obligations under this clause 5.

6. Quantity

6.1 The Company will use all reasonable endeavours to supply all Bulk Fertiliser ordered. However, supply of the Bulk Fertiliser shall be at all times subject to availability.

6.2 The weight of the Bulk Fertiliser shall be determined at the Company's site prior to Delivery. The document issued by the Company which records such weight shall be final and binding as between the parties, save in the event of fraud or manifest error.

6.3 If the written confirmation of Order states that the quantity is subject to variance, then the Company may deliver a quantity that varies from the written confirmation of Order, to the extent of the lesser of:

- (a) +/- 10 (ten) MTs; or
- (b) +/- five percent (5%) of the total quantity.

6.4 Where the quantity of the Bulk Fertiliser delivered has been varied pursuant to clause 6.3, the Price shall be adjusted in accordance with the variance and a corresponding GST invoice or adjustment note issued by the Company.

6.5 The Company may elect to treat a shortfall or negative variance under clause 6.3 as a partial delivery of an Order instead of issuing an

adjustment note. In such circumstances the Company will notify the Customer to arrange collection of the remainder of the quantity.

7. Quality

- 7.1 The Customer acknowledges that Bulk Fertiliser is not homogenous and may be comprised of irregular and/or aggregated matter, and/or may involve blended components, and such matter and components are liable to separation and deterioration in whole or part during loading, transportation or storage.
- 7.2 At the Customer's request the Company may blend two or more fertilisers, chemical compounds or substances (whether supplied by the Company, the Customer or either of their suppliers or agents) including but not limited to granular and liquid additives (**Blended Product**). To the extent that the Company is requested to supply an individual component, this Schedule applies to that component but not to the Blended Product. The Company does not warrant that the Blended Product will be of merchantable quality, or suitable, appropriate or fit for the Customer's intended purpose. Notwithstanding any other provision in the Nutrien Ag Solutions General Terms and Conditions of Sale, the Customer agrees to indemnify and hold the Company harmless from any claims, liability, damages or costs (including direct, indirect and consequential) in connection with the preparation, production, storage, delivery, use and application of the Blended Product, howsoever arising.

8. Important Safety Information

- 8.1 Silos should not be used for storage of fertilisers. Silos used to store fertilisers have been known to collapse. This poses a risk to human safety and may lead to loss and damage of product. The Company does not recommend storage of fertiliser in silos. All Bulk Fertiliser supplied to a Customer shall be handled and stored at the risk of the Customer and the Company accepts no liability in this regard. The Customer must take all appropriate safety precautions with respect to the Bulk Fertiliser including complying with the manufacturer's instructions or relevant safety data sheet or equivalent (if any) provided with the Bulk Fertiliser or available from the Company.

9. Definitions

- 9.1 In these Terms, the following definitions shall apply:
- Blended Product** has the meaning set out in clause 7.2 of these Terms;
- Chain of Responsibility Laws** means the requirements known as the "Chain of Responsibility" obligations imposed on a person by the HVN Law;
- HVN Law** means the national applied law scheme based upon the schedule to the Heavy Vehicle National Law Act 2012 (Qld) and the Regulations passed pursuant to that Act.