

# CUSTOMER PREPAY PLUS 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 held: ("Credit Application")			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Amount of Prepayment:	\$	("Prepayment Amount")			
Description of Goods (Tick as appropriate):	SEED				
	AG CHEM				
	FERTILISER				
	OTHER (excl. Livestock) (respectively the "Goods")				
Date of Prepayment:	/	/	("Prepayment Date")		
Rate:			% per annum	("Reward Amount")	

Nutrien Ag Solutions Limited ABN 73 008 743 217 (**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 prepay for the purchase of Goods as follows:

- The Customer agrees to pay the Prepayment Amount to Nutrien Ag Solutions on the following terms:
  - The Prepayment Amount must be paid into the Customer's Nutrien Ag Solutions Trading Account on or before the Prepayment Date.
  - The Prepayment Amount is not refundable to the Customer in whole or in part;
  - 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;
  - Any Reward Amount will be applied as a credit on the Customer's Nutrien Ag Solutions Trading Account and must be used only to purchase Goods from Nutrien Ag Solutions and no other products or services.
  - Any Reward Amount must be used within 12 months of the Prepayment Date, otherwise it will be forfeited;
  - The Reward Amount will not be paid separately to the Customer if Goods are not purchased from Nutrien Ag Solutions;
  - 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 Reward Amount is calculated by applying the Rate to the Prepayment Amount ONLY on a simple interest basis.
- The Customer agrees that Nutrien Ag Solutions may set off any amount owing to it by the Customer against the Prepayment Amount if the Customer:
  - is in default of the Customer's Nutrien Ag Solutions Trading Account terms, 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), and in such a case the Prepayment Amount will be reduced by the amount of any set off.
- Terms capitalised in this Agreement but not defined have the meanings given in the Credit Application and Security Agreement.
- Other than as provided in this Agreement, the 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.

Please note that Nutrien Ag Solutions, 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, Nutrien Ag Solutions strongly recommend that customers obtain their own independent advice in relation to this product.

## Customer Signature

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

## Nutrien Ag Solutions Signature

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