

Membership Program Terms & Conditions
farmsupplies.net.au

1.0 Definitions.

- (a) farmsupplies.net.au is sub division of The Dairy Shop Pty Ltd ATF Delaney Family Trust
- (b) Customer means the legal identity placing the order or purchasing the goods or service provided by farmsupplies.net.au
- (c) Goods means the goods or services provided by farmsupplies.net.au.
- (d) G.S.T means any Tax imposed upon a taxable system under the new Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Acts.
- (e) Terms means these Terms and Conditions.
- (f) Member means an individual Customer who agrees to Membership Agreements between farmsupplies.net.au and the Customer for a period of 12 months. Customer becomes a Member of farmsupplies.net.au. (Memberships are open to individual accounts only, subject to change at farmsupplies.net.au discretion).
- (g) Memberships of farmsupplies.net.au offer various Managers Rebates Vouchers at the rate agreed upon (see table). Rebates do not apply to some Goods (refer to Section 3 (a). This is indicated on the Description of goods. (Eg: Product Name Managers Rebate Voucher Applies. farmsupplies.net.au has the right to alter rebates and Service Fees at any time without notice.

Membership	Managers Rebate	Service Fee (Inc GST)
Bronze	upto 5%	FREE (Normally \$ 305.56)
Silver	upto 10%	\$ 611.12
Gold	upto 15%	\$ 916.67
Diamond	upto 20%	\$ 1833.34
Platinum	upto 25%	\$ 3055.56
Platinum (Deferred Payment 12 Months)	upto 25%	\$ 3666.67

(a) Rewards Vouchers means % Vouchers on offer to reward customer for paying on time

(b) Rewards Vouchers are valid for 12 months from date of Payment

Example: Payment 01/01/21 Valid to 31/12/21.

Payment Method	Cheque/Direct Payment	Eftpos/Credit Card/Paypal
% of Statement	% of Statement	
Payment in Full 3%	Payment in Full 5%	

Free Silver Membership Intro (1 Month)

Free Silver Membership Intro (1 Month) is available to Members to introduce New Members to the benefits of a Silver Membership for 1 month.

This Introductory Free Silver Membership (1 Month) offers Rewards & Rebate and Cash Back Vouchers to the new Members to redeem without the cost of a Membership fee.

Options:

a) Sign up for a **Free Silver Membership Introductory offer (1 Month)**. Earn Rewards & Rebate and Cash Back Vouchers for 1 month.

b) After 1 Month Return as a Bronze Member (Free Membership) and still benefit with Reward and Cash Back Vouchers as part of our Reward for Loyalty Program.

c) Or Pay for a Membership Package and benefit with Reward/Rebate and Cash Back Vouchers as part of our Reward for Loyalty Program.

Trial Membership (Silver Member)

Trial Membership is available to Members wishing to trial a Silver Membership for 12 months.

Trial Membership requires that Rewards & Rebate and Cash Back Vouchers are to be used to pay towards the Membership Service Fee.

Once the Membership Fee is paid for, then the Member signs on for the remaining months.

If however at some stage, the customer feels they will not acquire enough vouchers to pay for the Silver Membership Level in the trial period. Options are available.

Options:

a) At the 6 month Trial stage: If the customer feels they will not acquire enough vouchers to pay for the Silver Membership Level in the trial period. The customer can withdraw from the Trial, keeping both Rewards and Cashback Vouchers however sacrificing the Rebate Vouchers.

If "farmsupplies.net.au" staff do not hear from the customer after the 6 months stage, we will assume all vouchers go towards paying for the Membership Fee.

b) Between the 6 & 12 Month stage: Payout the difference in the Membership Fee at that time and benefit from the Rebate/Reward and Cash Back Vouchers on offer.

Trial Membership (Gold)

Trial Membership is available to Members wishing to trial a Gold Membership for 12 months.

Trial Membership requires that Rewards & Rebate and Cash Back Vouchers are to be used to pay towards the Membership Service Fee.

Once the Membership Fee is paid for then the Member signs on for the remaining months.

If however at some stage, the customer feels they will not acquire enough vouchers to pay for the Gold Membership Level in the trial period. Options are available.

Options:

a) At the 6 month Trial stage: If the customer feels they will not acquire enough vouchers to pay for the Gold Membership Level in the trial period. The customer can withdraw from the Trial, keeping both Rewards and Cashback Vouchers however sacrificing the Rebate Vouchers.

If "farmsupplies.net.au" staff do not hear from the customer after the 6 months stage, we will assume all vouchers go towards paying for the Membership Fee.

b) Between the 6 & 12 Month stage: Payout the difference in the Membership Fee at that time and benefit from the Rebate/Reward and Cash Back Vouchers on offer.

Trial Membership (Diamond)

Trial Membership is available to Members wishing to trial a Diamond Membership for 12 months.

Trial Membership requires that Rewards & Rebate and Cash Back Vouchers are to be used to pay towards the Membership Service Fee.

Once the Membership Fee is paid for than the Member signs on for the remaining months.

If however at some stage, the customer feels they will not acquire enough vouchers to pay for the Diamond Membership Level in the trial period. Options are available.

Options:

a) At the 6 month Trial stage: If the customer feels they will not acquire enough vouchers to pay for the Diamond Membership Level in the trial period. The customer can withdraw from the Trial, keeping both Rewards and Cashback Vouchers however sacrificing the Rebate Vouchers. If "farmsupplies.net.au" staff do not here from the customer after the 6 months stage, we will assume all vouchers go towards paying for the Membership Fee.

b) Between the 6 & 12 Month stage: Payout the difference in the Membership Fee at that time and benefit from the Rebate/Reward and Cash Back Vouchers on offer.

Trial Membership is not available for Platinum Members

(j) Managers Rebate Voucher means Vouchers on offer to reward Members who buy Membership Specials whereby a % Rebate Voucher applies.

Managers Rebate Vouchers apply to Varies Specials (see Table Below).

Managers Rebates apply upon Full Payment of Membership Service Fees or in the case by Agreement between farmsupplies.net.au and the Customer.

This is indicated on the Description of goods. (e.g.: Product Name Loss Leader Special) whereby a Managers Rebate Applies.

Rebate Vouchers are valid for 12 months from date of Issue

Example: Issue Date 01/01/21 Valid to 31/12/21.

Managers Rebate Voucher

Level	Loss Leader	Red Hot	Supplier	Promotional	Standard	Marginal
Bronze	0%	0%	0%	0%	0%	5%
Silver	5%	5%	5%	5%	5%	10%
Gold	5%	5%	5%	5%	5%	15%
Diamond	5%	5%	5%	10%	10%	20%
Platinum	5%	5%	5%	15%	15%	25%

(k) Cash Back Vouchers means Vouchers on offer to Reward Members who buy Specials whereby a % or \$ Cash Back Voucher applies.

Cash Back Vouchers are issued at the End of each Quarter

Example: March 31st, June 30th, September 30th, December 31st.

(L) Managers Special means Goods that are on Special (rebates do not apply) at Special Pricing for a Limited time. This is indicated on the Description of goods.

(m) Freight means the supply of goods from the Supplier to farmsupplies.net.au

(n) Delivery means the supply of goods from farmsupplies.net.au to the Customer.

(o) Members Special means Goods that are on Special but may be offered to specific members only. This is indicated on the Description of goods.

Example: Product Name Members Special (G,D).

(meaning Gold and Diamond).

(p) Bulk Sales means Bulk Fertiliser, Bulk Grain and Bulk Fuel. These Bulk Sales require Finance payment to be arranged as part of that deal.

(q) Subcontractor means any Subcontractor offering services

Example:Fencing Subcontractor, Dairy Services Technician, Pasture Seed Adviser, Fertiliser Adviser, Finance/Insurance Adviser etc.

Subcontractor Invoices are to be reinvoiced through farmsupplies.net.au. Large Subcontractor Orders may require Finance arrangements.

2.0 Customer Orders, Shipping and Delivery.

The information on the farmsupplies.net.au website is regularly updated. farmsupplies.net.au reserves the right to alter or change the prices listed in this website without prior notice.

An order placed via this website is considered to be treated as a sales order and is only excepted once we acknowledge and return via email order confirmation that the order is accepted and shipment of goods is in place.

It is your responsibility to confirm the accuracy, reliability, completeness and currency of the information in this site.

It is farmsupplies.net.au's right to change or alter the price of ordered goods if the price was found to be incorrect at the time of the order or if the items on order are unavailable for shipment. In some instances, customers may be contacted and asked to confirm if the ordered goods are still required at the altered price or in the case of items that are unavailable a substitute item be ordered in its place.

Delivery Quotes and Invoicing Procedures

We have many transport companies who can deliver direct to your address or by a freight depot in your nearest town or if you like you can pickup.

Once you place your **Sales order**, we may organise pickup or a Delivery Quote based on your instructions.

Procedure

1) Advise us you will Pick up.

Place your Sales Order.

In this case in your online Sales order tick the box, "**I will Pickup**",

Pickup obviously doesn't incur delivery fees, so you are then asked for payment, which we will process accordingly.

We will then supply a **Sales Invoice**.

We then organise the Sale for **Pickup**.

2) Advise us to get a Delivery quote.

Place your Sales Order.

In this case in your online Sales order tick the box, "**I require a Delivery Quote**",

We then supply a **Delivery Quote**.

At this stage the order is still a Sales order, until we get confirmation you are happy with the Delivery Quote and wish to proceed.

Once you confirm approval, we then asked for payment, which we will process accordingly

Once paid we will then supply a **Sales Invoice** and a separate **Delivery Invoice**

(Based on the Delivery Quote)

We then organise the Sale for **Delivery**.

Shipping

farmsupplies.net.au will use reasonable endeavors to supply the goods on the delivery days made known to the customer and in the quantities specified in the order.

Orders cannot be delivered to post office boxes. farmsupplies.net.au requires that you have your order delivered to an address where someone will be present during business hours to receive, sign and unload the delivery.

Processing

farmsupplies.net.au will normally process your order within 5 to 7 working days (or earlier) of payment being received. If there is a problem fulfilling your order (e.g. stock not available in the warehouse), we will notify you within this period to let you know. When your order has been picked and packed, you will be advised via email. If you live in remote areas delivery could take up to 7 additional working days from this date, dependent on the location.

After this time if you have not received your order, email our sales team on thedairyshop@bigpond.com

Deliveries outside of Australia are not currently available.

Some Definitions

(a) Customer Order means the Supply of goods/service to the Customer, or the placement of an order by the customer will be on these terms. Acceptance of the goods/service or placement of an order by the customer will be deemed to the acceptance of these terms.

(b) Customer or Membership orders will be accepted upon farmsupplies.net.au being able to purchase the goods on request. farmsupplies.net.au has the right to refuse the customer/Membership order.

(c) It is farmsupplies.net.au 's right to change or alter the price of ordered goods if the price was found to be incorrect at the time of order or if the items on order are unavailable for shipment. In some instances, customers may be contacted and asked to confirm if the ordered goods are still required at the altered price or in the case of items that are unavailable a substitute item in its place.

3.0 Pricing and Payment.

(a) Rebates do not apply to some Specials, Special Arrangements, Dealer Arrangements, Subcontractor Deals, Finance, Insurance, Bulk Fertiliser, Bulk Grain, Bulk Fuel, and Management Specials. farmsupplies.net.au has the right to alter rebates at any time without notice.

(b) Unless otherwise required by farmsupplies.net.au , all invoices must be paid in full to receive Reward and Rebate vouchers.

(c) The List Price of goods is the prevailing price at time of delivery. farmsupplies.net.au may alter pricing at any time without notice. We reserve the right to sell items which excludes rebates to members. We reserve the right to sell items on special to specified Members Only.

(d) Quotations are open for acceptance within a period stated in them, or when no period is stated, within 7 days after that date.

(e) In the case of Members using Payment to their Trading Account

farmsupplies.net.au may charge an Administration Fee on any outstanding amount at a rate of \$1.5% per calendar month compounding monthly, from the due date until payment is received in full (subject to change at farmsupplies.net.au discretion).

Any expense costs or disbursements incurred by farmsupplies.net.au in recovering any outstanding moneys, including all reasonable debt collection fees and solicitors cost and legal disbursements shall be paid by the customer.

If it becomes necessary to recover underpaid debts by a debt collection agency or institute legal proceedings to recover underpaid debts to farmsupplies.net.au, all rebates showing on unpaid invoices become null and void and the total list prices showing becomes payable.

farmsupplies.net.au shall be entitled without notice to terminate any credit arrangement with the customer in the event the customer defaulting in any of the terms and conditions contained in this agreement or for any other reason which farmsupplies.net.au need not make known to the customer.

(g) There is no obligation by farmsupplies.net.au to use the "suggested Retail Price" quoted in sales Catalogues, advertisements, or brochures. A Price List or Product Catalogue from Suppliers is not an offer by farmsupplies.net.au to sell any goods appearing in that list or catalogue, nor is it an offer to sell such goods at the prices specified in that price list or catalogue.

The farmsupplies.net.au is free to use this price or set a retail price they wish.

(h) If a Member decides to terminate their membership, they must notify farmsupplies.net.au. If the Membership account is paid in full, then a rewards voucher may be set up to reimburse (credit) remaining Membership Service Fees. This is worked out by the number of days remaining on membership divided by the number of days in the current year, times by the Membership Service Fee. farmsupplies.net.au receives the right to refuse or grant this rewards voucher.

4.0 Delivery.

(a) farmsupplies.net.au will use reasonable endeavors to supply the goods on the delivery days made known to the customer and in the quantities specified in the order.

(b) farmsupplies.net.au will not be liable for the loss or damage arising out of any delay or failure to make delivery on the requested dates or in the requested quantities.

(c) If farmsupplies.net.au fails to deliver or make defective delivery of goods under these terms, the customer will not be entitled to cancel any other delivery.

(d) Special supply agreements upon signed agreement in writing does not allow the customer to cancel any further delivery. If any promotional line is offered or received then the full supply of goods will be delivered immediately. The promotional line remains the property of farmsupplies.net.au until all conditions are met by the Supply Agreement.

Containers and Pallets (Chep)

(a) Any pallets or containers used for the delivery or storage of the goods will remain the property of farmsupplies.net.au. The Customer must promptly return or exchange the pallets and containers in its custody or reimburse farmsupplies.net.au the cost of replacement or repair of lost or damaged pallets or containers.

(b) Any Deposit charged will be credited in full at the time the container is returned to farmsupplies.net.au provided it is in good condition and good order.

Freight methods

farmsupplies.net.au uses various types of freight methods. The weight of the item that you select and the location that you live in will determine the freight method used. We define freight methods like this:

Organise your Own Pickup/Pickup

Pickup

As the name suggest organise your own carrier to pickup out of our depot.

Carriers

Auspost Regular

Registered Australia Post with tracking using Australia Post's eParcel Service.

Signature required upon delivery or upon pickup from your local post office. Excludes Heavy Items.

AusPost Express

Registered Australia Post with tracking using the Australia Post Express Post Service.

Excludes Heavy Items.

Quote - Courier

farmsupplies.net.au uses Star Track Express or Toll Priority. We courier items like fencing wire, farm gates and water tanks.

Please call us if you would like us to check if a courier will come to you.

All courier services require a signature upon delivery.

Quote - Heavy Items

We classify heavy items as products that are over 15Kg or items that cannot be delivered by the Registered Australia Post service. Our customer service team will quote you with delivery options and prices.

We will let you know what the additional freight charge amount is and your delivery method options.

5.0 Warranties.

(a)The customer warrants that it understands the nature and the characteristics of the goods, including their innate hazard and toxicity and is familiar with all the information available it.

(b)If it is proven to farmsupplies.net.au's reasonable satisfaction that the goods do not comply with the Manufacturer's warranty farmsupplies.net.au will seek compensation on behave of the customer.

The manufacturer will at its cost and at its option, either replace the goods with the same or equivalent product, or pay the cost of replacement with the same or equivalent products, but otherwise subject to the provisions of these terms, farmsupplies.net.au accepts no liability to the Customer or the third party.

(c)The Manufacturer's Warranty does not comply unless the goods have been properly handled, used, maintained and stored, the defects occur within 24 months of importation or formulation of the goods or within 12 months of their delivery, whichever period first expires. farmsupplies.net.au is notified in writing within 7 days of the alleged defect first coming to notice of the customer and the customer returns the goods to farmsupplies.net.au.

6.0 Limitations.

Limitations

(a)farmsupplies.net.au will not be liable for any loss, damage or injury including consequential loss

(such as loss of profits and loss of opportunity), arising from the condition, supply or use of the goods or otherwise, whether or not caused by farmsupplies.net.au Group's negligence.

7.0 Indemnity.

Indemnity

(a) The Customer indemnifies farmsupplies.net.au against any loss or liability arising out of:

- (1) Any breach by the Customer of the terms, or
- (2) Negligence on the part of the customer or any person for whom the customer is responsible.
- (3)

Passing of Risk and Retention of Title.

(a) Risks in the goods will remain with farmsupplies.net.au until the goods depart farmsupplies.net.au.

At this point thereafter risks of loss, damage or deterioration of the goods will pass to the customer.

(b) Legal and beneficial title in the goods will remain with farmsupplies.net.au until:

- (1) The goods are paid in full by the customer, and
 - (2) The Customer has paid all other amounts owing to farmsupplies.net.au.
- (c) Until such time as legal and beneficial title in the goods passes to the Customer, the Customer will:
- (1) Store the goods in a manner which makes them readily identifiable as the property of farmsupplies.net.au
 - (2) Hold the goods as bailee of farmsupplies.net.au, in respect of each party acknowledges fiduciary relationship exists;
 - (3) Keep, and provide upon request, proper records and records of receipt, identification, storage, location sale and movement of the goods;
 - (4) Keep the goods insured against theft, damage and destruction;
 - (d) If the Customer sells or otherwise disposes of the goods;
 - (1) The customer must account to farmsupplies.net.au for that part of the proceeds of the sale as is equal to the price and the other charges payable to farmsupplies.net.au in respect of those goods: and
 - (2) Until the Customer pays farmsupplies.net.au the price payable for the goods, the proceeds of the resale must be held in a separate account in trust in farmsupplies.net.au.

8.0 Default.

1. Default

(a) Payment will immediately become due and the Customer's right to possession of the goods will cease if the customer;

- (1) Fails to make payment of the goods.
 - (2) Commits a breach of any of these terms.
 - (3) Commits an act of bankruptcy, is declared insolvent, passes a resolution for winding up, has petition presented against it for winding up, has an administrator, receiver, liquidator or other insolvency practitioner appointed in respect of it or its assets, or enters into an arrangement, compromise or assignment for the benefit of the creditor.
- (b) If an event set out in clause 8 (1) occurs, farmsupplies.net.au may without prejudice to its other rights and remedies;
- (1) Withhold any further deliveries of goods.
 - (2) Suspend or terminate performance of any other contracts which farmsupplies.net.au has with the Customer.
 - (3) In respect of goods already delivered, enter onto the premises of, or under the Customer's control, without liability for trespass or any resulting damage, and retake possession of the goods in which legal and beneficial title is held at farmsupplies.net.au, and;
 - (4) Institute legal proceedings to recover the Customer's debt including recovery of related costs, expenses and outgoings (including legal fees on a solicitor/client basis).

9.0 Returns, Refunds and Cancellation Policy.

If you receive your order and realise you have made a mistake, such as ordering the wrong product or amount, farmsupplies.net.au will endeavor to help you facilitate the return of this product when possible.

If farmsupplies.net.au accepts the return (always best to get it in writing), we will refund the value of the product less a 20% restocking fee. Return freight charges will always be at the responsibility and expense of the customer.

If your ordered product(s) are incorrect or damaged you must contact us within 48 hours to organise the refund or exchange. Costs associated with the return will always be at the discretion of farmsupplies.net.au. On all occasions when we accept returned products, they must be received unused and in the original packaging.

In all instances you should allow 7 days for your refund to be received and processed once the order is in the possession of farmsupplies.net.au. If you change your mind and wish to cancel an order for products before they are received, you will need to call farmsupplies.net.au as quickly as possible. Cancellations will only be possible if your order has not been processed by our warehouse. farmsupplies.net.au will advise you if the cancellation can go ahead

farmsupplies.net.au will not accept the return of any goods unless agreed in writing prior to the return. Any goods returned must be in the same order and condition as when delivered to the customer.

10.0 General.

(a) farmsupplies.net.au may amend these terms at any time. The amended Terms will apply to the supply of any goods from the date of amendment. The Customer may not vary these Terms without the written consent of farmsupplies.net.au.

(b) farmsupplies.net.au has the right to alter rebate vouchers at any time without notice.

(c) farmsupplies.net.au has the right to alter Membership Service Fees at any time without notice.

(d) The List Price of goods once approved by Invoice is the prevailing price at time of delivery.

(e) farmsupplies.net.au may alter pricing at any time without notice. We reserve the right to sell items which excludes rebates to members. We reserve the right to sell items on special to specified Members Only. However we prefer to work on a level playing field.

(f) Rewards & Rebate Vouchers are valid for 12 months from date of Payment

Example: Payment 01/01/21 Valid to 10/12/21.

(g) farmsupplies.net.au receives the right to refuse or grant rewards and rebate vouchers.

Website Terms and Conditions

1. Introduction

farmsupplies.net.au, including subsidiaries and affiliates ("Website" or "Website Owner" or "we" or "us" or "our") provides the information contained on this website or any of the pages comprising the website ("website") to visitors ("visitors") (cumulatively referred to as "you" or "your" hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

2. Information on the Website

Whilst every effort is made to update the information contained on this website, neither farmsupplies.net.au nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) ("information") and shall not be bound in any manner by any information contained on the website. farmsupplies.net.au reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You and your company rely on the information contained on this website at your own risk.

3. TradeMarks

The trade marks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of their Owner. Nothing contained on this website should be construed as granting any licence or right to use any trade mark without the prior written permission of farmsupplies.net.au or that of the supplier.

4. External Links

External links may be provided for your convenience, but they are beyond the control of farmsupplies.net.au and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of farmsupplies.net.au.

5. Public Forums and User Submissions

farmsupplies.net.au is not responsible for any material submitted to the public areas by you (which include bulletin boards, hosted pages, chat rooms, or any other public area found on the website. Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by farmsupplies.net.au. farmsupplies.net.au reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that you are or there is the likelihood that you may, including but not limited to -

5.1 defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;

5.2 publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;

5.3 post or upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of the Website Owner's and/or a third party's computer system and/or network;

5.4 violate any copyright, trade mark, other applicable Australian or international laws or intellectual property rights of the Website Owner or any other third party;

5.5 submit contents containing marketing or promotional material which is intended to solicit business.

6. Specific Use

You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify farmsupplies.net.au against any loss, liability, damage or expense of whatever nature which farmsupplies.net.au or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any such message or material.

7. Warranties

farmsupplies.net.au makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, your or your company's personal information or material and information transmitted over our system.

8. Disclaimer of Liability.

farmsupplies.net.au shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over our system. In particular, neither farmsupplies.net.au nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

9. Use of the Website.

farmsupplies.net.au does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction. By accessing the website, you warrant and represent to farmsupplies.net.au that you are legally entitled to do so and to make use of information made available via the website.

10. General

10.1 Entire Agreement.

These website terms and conditions constitute the sole record of the agreement between you and farmsupplies.net.au in relation to your use of the website. Either you nor farmsupplies.net.au shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and farmsupplies.net.au in respect of your use of the website.

10.2 Alteration

farmsupplies.net.au may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

10.3 Conflict.

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

10.4 Waiver.

No indulgence or extension of time which either you or farmsupplies.net.au may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future

rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

10.5 Cession.

farmsupplies.net.au shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

10.6 Severability.

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

10.7 Applicable laws.

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Australia without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Australia in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

10.8 Comments or Questions.

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us

11.0 Orders, Shipping and Delivery.

The information on farmsupplies.net.au website is regularly updated. farmsupplies.net.au reserves the right to alter or change the prices listed in this website without prior notice.

An order placed via this website is considered to be treated as a sales order and is only excepted once we acknowledge and return via email order confirmation, freight is arranged and that the order is accepted and shipment of goods is in place.

It is your responsibility to confirm the accuracy, reliability, completeness and currency of the information in this site.

Drum Muster Levy & Deposits

Many agricultural chemical and animal health products are part of the drum deposit and levy initiative designed to decrease the environmental impact on Australian land. As per any other retailer of these products, drum muster levy charges are always incurred by the customer. This levy will be automatically absorbed into the product price so therefore there will be no additional charges at checkout.

Due to our online and direct presence to our farmers we currently do not have the capability to facilitate a drum return and refund. farmsupplies.net.au at present, are therefore not selling any products that requires a drum deposit. For our larger packaging products, we are using one-way packaging and drum deposits, therefore it remains the responsibility of you to be responsibly dispose of your containers in an environmentally friendly way.

For further information on drum collection services available in your area visit the www.drummuster.com.au or www.chemclear.com.au

12.0 Privacy and Personal Information.

Your privacy is very important to us. We are committed to safeguarding the privacy of our website visitors. With that in mind, we have established and implemented information handling practices that are consistent with the National Privacy Principles from Schedule 3 of the Privacy Act 1988 . This

Privacy Policy sets out how we will treat your personal information, including, specifically, the information we collect about you, when and how we collect that information and what may happen to that information.

Our collection of your Personal Information

We do not collect personally identifiable information about you on our website (such as your name, address, email address or telephone number) ("Personal Information") without your knowledge and consent. Personal information is collected only when you voluntarily submit it to us (for example, when you contact us via email or submit an online inquiry). We use Personal Information that you voluntarily submit to us for the purposes for which it was submitted, with those purposes specified either in this Privacy Policy or elsewhere on our website.

We will not disclose Personal Information to third parties without your consent.

Use of your Personal Information, including disclosure to third parties

We may use your Personal Information to:

- (a) Administer our website and process any enquiry or order from you;
- (b) Improve your browsing experience so you don't have to enter your details each time you visit our website.

Further, you expressly consent to us disclosing your Personal Information to third parties with whom we may deal from time to time, for the purpose of those third parties offering to provide you with products and/or services that you have enquired about via our website.

When we disclose your Personal Information to third parties we will take reasonable steps to ensure that you are aware of:

- (i) The identity of the third party and how to contact them;
- (ii) How you can gain access to the Personal Information disclosed by us to that third party;
- (iii) The purposes for which the information is collected; and
- (iv) The main consequences (if any) for you if all or part of the Personal Information is not provided.

When you place an order we will ask you to provide certain information about yourself, such as your name, mailing address or email address. The Personal Information that you submit when placing your order is treated as confidential. We use this information to process your transaction and we share the information with Visa and MasterCard in order to process your order.

Security of your Personal Information

We will take reasonable technical and organisational precautions to prevent the loss, misuse, loss and unauthorised access, modification or disclosure of your Personal Information. We will store all the Personal Information you provide on our secure servers. Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet. The internet exists across open, public networks that are neither secure nor private. Although we strive to ensure the security and integrity of all personal information and the privacy of each individual submitted to our website and we review our security we cannot guarantee total security.

You acknowledge and accept the risk that:

Transmissions to and from this website may be intercepted, used, and modified by third parties; and Materials obtained from and through this website may contain computer viruses or other defects.

We will endeavour to take all reasonable steps to protect your personal information and once we receive your transmissions we will also use our best efforts to ensure its security on our system.

You are responsible for keeping your password and user details confidential.

When you place your order "checkout" you will see a lock icon appear on the status bar of your browser. This indicates that the data that is submitted is encrypted while in transit and so cannot be viewed by anyone other than us. In addition, when we receive that data, it is stored on a separate location to the web server so that it can only be accessed by us.

We will take reasonable steps to destroy or permanently de-identify Personal Information if it is no longer needed for any purpose for which the information may be used or disclosed for the purposes specified in this privacy policy or in relevant parts of the website.

Trends, Tracking and Sharing Information

We use standard software for monitoring statistical information such as how many visitors we have to our website and what countries they are coming from. These statistics are viewed on an aggregate basis and help us get general overviews of customer trends. We do not look at individual customer data. Personal Information specific to each Vendor's sales is treated as strictly confidential and will only be reviewed or examined in the event of a dispute, claim, error or customer request.

Policy Amendments

We may update this privacy policy from time to time by posting a new version on our website. You should check this page regularly to ensure you are happy with any changes.

Your rights

You may instruct us to provide you with any Personal Information we hold about you, for what purposes, how we collect it, hold, and use and disclose that information. Provision of such information may be subject to the payment of a fee.

Data Quality

We will take reasonable steps to make sure that all Personal Information that we collect, use or disclose is accurate, complete and up-to-date.

Updating Information

Please let us know if the Personal Information which we hold about you needs to be corrected or updated.

Links

Our site may provide links to other sites. When you click on one of these links, you are leaving our site and entering another site that we do not control and for which we cannot be responsible. You should carefully review the privacy statements or policies on any other site that you visit because those privacy statements or policies will apply to your visit to that site and may be very different from our policy.

13.0 FAQ.

Frequently Asked Questions?

Do your prices include GST?

Our published price is including GST, this is because our clients prefer to see their pricing this way. How much does shipping cost?

Shipping can be calculated once you add your items to your cart and enter your delivery postcode. Your shipping costs are calculated many different ways (weight, cubic measurement, distance) by multiple carriers to try and find you the most cost effective shipping method. We get back to the customer with the most cost effective shipping method.

How do I create an account?

Your account info is what you use to order and log into farmsupplies.net.au site. You will be asked for an email address and password when first ordering. These details are what will be used when you return to the site to order again. If at any stage you have forgotten your password you can simply reset it. Remember it's always the email address you first used when ordering on the site that is required.

How do I use my Vouchers?

When you proceed to the cart you can see near the tally of your goods a Cashback, Rebate and Rewards Voucher entry area. Add your voucher number and click apply and you will see your voucher amount come off as a payment. If you have problems with your voucher just call farmsupplies.net.au and our team will assist you further.

How do I reset my password?

Enter in your email address and your password will be resent to that address. If you're having problems remembering your email address, feel free to call the call farmsupplies.net.au during business hours and they can help you with this information after you have completed a ID check.

How do I change my account details?

You must first login your account and then proceed to your account data base. From here you can click on "Account Information" to amend your name, company name or ABN. You can also change your password from this area too. To amend your delivery or shipping address click on the information under the address your wish to edit.

How do I place an order online?

Select your products by clicking add to cart. You will then proceed to the cart where you need to enter your delivery information and then click please organise a delivery quote. If you are happy to complete this order click the "checkout" button at the bottom. Then complete the next steps by adding your billing address and shipping address. PLEASE NOTE: we can't deliver to a PO BOX as all deliveries must be signed for. Select your payment method and continue through the payment area to confirm your order.

Can I cancel my order?

You can't cancel an order simply if you change your mind. If you have an enquiry about your order, we urge you to contact our call centre as soon as possible. If stock has arrived damaged or the incorrect stock has been sent, we may arrange for a refund or exchange if you contact us within 24 hours of delivery.

How long will it take for me to receive my order?

Once your order and freight arrangements are processed farmsupplies.net.au will normally process your order within 2 to 5 working days of payment being received. When your order has been picked and packed, you will be advised via email.

Given that some customers live in remote areas delivery could take up to 6 - 10 additional working days from this date.

Can I collect my order from you?

Orders can be collected directly from our warehouse centre. However all orders must be delivered by farmsupplies.net.au's nominated carrier to a freight depot location in a town near you or direct to you. Call the customer service centre in business hours for more information.

When is your customer service centre open?

Our helpful call centre operators are available from 9am - 5.00pm Australian AEST Monday to Friday. We are closed on Victorian public holidays.

What suppliers do you stock?

We stock a range of leading brands across the animal health, agricultural chemical and other merchandise categories.

Terms and Conditions Dated 30/06/2021.

Membership Guarantee.

If after 12 months of Trading a Member who takes up a paying Membership (e.g. Silver Member) finds that the benefits (e.g. Cash Back, Rebate Vouchers and eligible Reward Vouchers) do not outweigh the Membership Service Fee. We will kindly refund the difference in a Rewards Voucher to be spent back thru locally at "farmsupplies.net.au Store " or online at "farmsupplies.net.au Website". Rewards Vouchers are only on offer subject to farmsupplies.net.au 's Discretion. This offer does not apply to Trial Memberships.

Pricing Policy.

Our aim is to provide you, the customer, with Quality products at Competitive prices. We understand there is a competitive market out there, that is why we encourage you, the customer, to take advantage of our Pricing Policies.

If you find a better price online, in store or by order.

We would love to hear from you.

Simply email us at thedairyshop@bigpond.com with any of the following:-

A)A photo highlighting the advertised product showing Pricing Inc GST and if possible the expiry date of promotion.

B)A Quote from the Re-seller showing

- 1) Date of Quote
- 2) Pricing Inc GST
- 3) Delivery information and charges
- 4) Any other conditions such as Quantity Buy, Limited stock,etc.
- 5) The amount of Days the Quote is valid for.
- 6)Product Code and if possible Manufacturer.

C)We understand sometimes its hard to obtain the above therefore we consider Verbal Quotes.

We would be happy to look at any Verbal information without evidence. However we are aware from time to time, people give us false info.

So please make it genuine.

In general we investigate A, B or C (as listed above) and if accepted offer a Pricing Policy within our Terms and Conditions.

We have 2 types of Pricing Policies in place.

We value your custom.

LETS WORK TOGETHER.

Pricing Policy 1.

We will endeavour to match or better any opposition Quote supplied or any Advertised line by offering 110% of the difference (between our Net Price and the Competitors price).

Provided

A) Net Price is not below our Cost of Goods.

B) Item is available to order therefore an item we can source.

A) To reduce confusion for Members the item becomes a Managers Special. No Rebates.

C) Item is not a Quantity buy product or exclusive product.

D) Item is not a Liquidated line or out of dated line.

B) The Item is not a Quantity buy product or exclusive product, a Liquidated line, damaged or out of dated line. A Supplier Cashback line or reduced price by coupon line.

E) This offer is available at our discretion.

F) When assessing the Price from online stores we also take into account the added cost of delivery to your location.

Example

Shoof Tell Tail Aerosol Green 500ml Code 206375

RRP \$16.95 Inc GST

Advertised Price \$15.40 Inc Gst

Pricing Policy 1.

Difference in Price

$(RRP \$16.95 \text{ Inc GST} - \$15.40 \text{ Inc GST}) * 110\%$

= \$1.71 Inc GST Discount

Therefore our new Net Price $(\$16.95 - \$1.71)$

= \$15.24 Inc GST

Pricing Policy 2.

We will endeavour to match or better any opposition Quote supplied or any Advertised line by offering to match the Price and as an added Bonus offer a further 5% Rewards Voucher to be spent Online or In-store.

Provided -

C) The Net Price is not below our Cost of Goods.

D) The Item is available to order therefore an item we can source.

E) To reduce confusion for Members the item becomes a Managers Special. No Rebates.

F) The Item is not a Quantity buy product or exclusive product, a Liquidated line, damaged or out of dated line. A Supplier Cashback line or reduced price by coupon line.

G) If we can not offer the above deal under this policy, a deal may be offered at the Managers discretion.

H) This offer is available at our discretion.

H) When assessing the Price from online stores we also take into account the added cost of delivery to your location.

Example

Shoof Tell Tail Aerosol Green 500ml Code 206375

RRP \$16.95 Inc GST

Advertised Price \$15.40 Inc Gst

Pricing Policy 2.

Match Advertised Price \$15.40 Inc GST

Receive 5% Rewards Voucher \$0.77 Inc GST

Effective Net Price \$14.63 Inc GST

Freight Policy.

We acknowledge that from time to time an in-dependant quote that we source from a courier/freight company may be invoiced cheaper.

Therefore we offer a Guarantee that if we find the freight Invoice to your destination is cheaper than the invoice freight/delivery amount you paid for, we will reimburse the difference in the form of a rewards voucher, this is at our own discretion.

We try to be fair.