

TERMS & CONDITIONS

In consideration of Farm Guide Pty Ltd ("Farm Guide") including Customer's advertising in the Farm Guide ("the Guide") Customer acknowledges and agrees with Farm Guide Pty Ltd as follows:

1. Single Issue of Guide Only

This agreement and the amounts payable pursuant to this agreement apply to one issue of the Guide and may be included for online publishing.

2. Advertising

- 2.1 Farm Guide may in its discretion select the business classification in which Customer's advertising will be included in the Guide.
- 2.2 Farm Guide may place Customer's advertising in any position on any page which includes advertising of the classification applicable to Customer's advertising, or upon the page opposite such page.
- 2.3 Farm Guide may publish customers advertising online.
- 2.4 Farm Guide reserves the right to refuse any or all of Customer's advertising in its sole and absolute discretion.
- 2.5 Farm Guide may change Customer's advertising at any time if the change is necessary to conform with the requirements of the printer of the Guide, and Farm Guide has no obligation to notify Customer of the change.
- 2.6 Farm Guide is not obliged to accept any changes to Customer's advertising requested by or on behalf of Customer, unless such changes are submitted to and received by Farm Guide not less than one month before the published closing date notified by Farm Guide and are in legible and comprehensible form.
- 2.7 Farm Guide accepts no liability for errors in Customer's advertising as Customer's advertising appears in the Guide, however such errors have arisen.
- 2.8 Farm Guide will not be obliged to accept any request to cancel or delete the Customer's advertising unless received by Farm Guide in writing and in a legible and comprehensive form within fourteen (14) days of the authorization date appearing on the Agreement and prior to the commencement of printing the directory. Where any advertising is cancelled Farm Guide shall be entitled to retain any deposits or installments paid and to recover any additional costs and expenses incurred up to the date of cancellation.

3. Warranties

Customer warrants and represents to Farm Guide that:

- (i) inclusion of Customer's advertising in the Guide will not infringe any trademark, copyright, business name or intellectual property rights of any third party nor will its inclusion in the Guide result in a breach of any statutory provision or regulation;
- (ii) Customer's advertising is not defamatory, false, misleading or deceptive and conforms with all statutory requirements and its inclusion in the Guide will not be in breach of any contractual or other enforceable obligation to which Customer is subject.

4. Liability

- 4.1 Farm Guide accepts no liability for any error or omission in Customer's advertising as it appears in the Guide.
- 4.2 Farm Guide accepts no liability if the publication or distribution of the Guide is delayed beyond the scheduled or projected date.
- 4.3 Customer releases Farm Guide its servants, agents, assigns and licensees from all claims which Customer has or may have for negligence, defamation, infringement of copyright or trademark or any other cause of action arising out of the inclusion of Customer's advertising in the Guide or the use, misuse, adaptation, reproduction, distribution or publication of Customer's advertising.
- 4.4 Customer accepts full and complete responsibility and liability for the content of all Customer's advertising including responsibility and liability for defamatory material, false, misleading or deceptive statements, negligent statements, misrepresentations, infringement of trademark, business name, copyright or other intellectual property of any party and breaches of any statutory provisions.

4.5 Customer indemnifies and agrees to hold Farm Guide harmless from all actions, claims, proceedings, losses, liabilities, damages, costs, fines and expenses including consequential damage incurred directly or indirectly by Farm Guide:

- (i) arising out of any breach of the warranties given by Customer in this clause or arising out of any breach by Customer of any of Customers obligations under this agreement.
 - (ii) by reason of the inclusion of Customers advertising in the Guide
- and this indemnity will survive the termination or expiration of this agreement.

4.6 In no event will Farm Guide be liable for any loss or damage to revenue, profits or other economic loss of Customer or any party claiming through Customer or for any special, indirect or consequential damage of any kind resulting from the performance by Farm Guide or any failure or omission to perform any obligation pursuant to the terms of this agreement and whether resulting from breach of contract, negligence or otherwise howsoever even if Farm Guide should have been aware that such damage would or could possibly be suffered or incurred.

4.7 The liability of Farm Guide in relation to breach of warranty or of any condition, whether statutory, implied or otherwise, is limited to repayment of the charges paid by Customer for inclusion of Customers advertising in the Guide ("charges")

5. Charges

- 5.1 Customer must pay the charges as set out on the first page of this agreement by the due dates specified on the first page of this agreement, and in the absence of any specified date or dates in accordance with any invoice or statement issued by Farm Guide.
- 5.2 If Customer shall fail to pay any of the charges in accordance with clause 5.1:
 - (i) all charges then unpaid shall become immediately due and payable, notwithstanding that they would not otherwise have been payable until a later date;
 - (ii) unless this provision or any other provision of this agreement constitutes a credit contract within the meaning of the Consume Credit Code, Customer must pay to Farm Guide interest at the rate of 13 per cent per annum on all charges due and payable calculated from the date when the charges became due and payable until payment is received by Farm Guide; and
 - (iii) Customer must pay to Farm Guide all costs and expenses incurred by Farm Guide in recovering or seeking recovery of any unpaid charges including without limitation debt collection agency fees and solicitors' costs provided that those fees and costs do not exceed 18 per cent of the amount to which they relate plus out-of-pocket expenses.

6. Intellectual Property

Customer unconditionally transfers and assigns to Farm Guide all copyright in Customers advertising but without prejudice to Customers ownership of, and rights with respect to, any trademark or business name included in Customers advertising.

7. Privacy

Customer acknowledges and agrees:

- (i) for the purposes of section 18E(8) of the Privacy Act 1988 personal information supplied by Customer to Farm Guide may be disclosed to a credit reporting agency.
- (ii) Customer consents to Farm Guide obtaining a credit report containing information relating to Customers commercial activities and commercial creditworthiness for the purpose of assessing an application for credit made by Customer or for the purpose of collecting overdue payments.
- (iii) Customer consents to a credit reporting agency providing Farm Guide with personal information about Customer for the purposes mentioned in paragraphs (b) (c) (e) and (h) of section 18K(1) of the Privacy Act 1988.

8. Agency

- 8.1 The Guide is published by Farm Guide Pty Ltd who produces the Guide in collaboration with and as endorsed by the Victorian Farmers Federation, AgForce, CANEGROWERS, NSW Farmers' Association, Western Australian Farmers Federation and South Australian Farmers Federation.
- 8.2 Victorian Farmers Federation, AgForce, CANEGROWERS, NSW Farmers' Association, Western Australian Farmers Federation and South Australian Farmers Federation have the same rights and protection as Farm Guide pursuant to clauses 3 and 4 of this agreement.