8.5 If title in and to the Goods has not passed to the Buyer in accordance with this clause, the Buyer holds the Goods as bailee of the Supplier and that a fiduciary relationship exists between the Buyer and the Supplier. "Supplier" means Ruralco Holdings Limited A.C.N 009 660 879 and any subsidiary or associated entity and as trustee of any trust. "Goods" means all products and services agreed to be supplied by the Supplier or a supplier which has entered into an arrangement with the Supplier to supply products or services to the Buyer. "Buyer" means the person making a commercial credit account application and entering into a Contract with the Supplier (as defined in the PPSSA). "Contract" means any contract for the sale or supply of Goods between the Supplier and the Buyer. "Buyer's implied right to sell the Goods shall immediately terminate upon the happening of any of the events specified above.

9. PERSONAL PROPERTY SECURITIES ACT 2009
9.1 The Buyer acknowledges that this agreement constitutes a Security Agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and that the Buyer grants a Security Interest and Purchase Money Security Interest (as defined in the PPSA) in all Goods (and their proceeds) delivered to the Buyer.

9.2 Any Security Interests granted under the agreement will be held by Ruralco Holdings Limited A.C.N 009 660 879 and any subsidiary or associated entity and as trustee of any trust. The Buyer has no power or authority to do such further acts as may be required by the Supplier to have the Security Interest registered on the PPS Register.

9.3 Until title in the Goods passes, the Buyer waives the Buyer's right under the following provisions of Part 4 of the PPSA:
(a) the Buyer's notice of intention of retention of a accession (section 95);
(b) to receive a notice that the Supplier decides to enforce its security interest in accordance with section 96 of the PPSA.
(c) to receive a notice of enforcement action against liquid assets (section 121(4));
(d) to receive a notice of disposal of goods by the Supplier purchasing the Goods (section 129);
(e) to receive a notice of contract of account following disposal of Goods (section 132(4));
(f) to receive a statement of account if no disposal of Goods for each 6 month period (section 132(7));
(g) to receive a proposal of the Supplier to retain Goods (section 135);
(h) to receive notice of any proposal of the Supplier to retain Goods (section 135);
(i) to receive notice of any proposal of the Supplier to retain Goods (section 135).

9.4 The Buyer further agrees that where the Supplier has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.

9.5 The Supplier acknowledges that it has received value as at the date of first delivery of the Goods not required to postpay for the time of attachment of the Security Interest granted to the Supplier under these Conditions of Sale.

10. PRICE
10.1 Unless otherwise agreed in writing, the price charged for the Goods shall be the price ruling as determined by the Supplier at the date of delivery. Any price specifications or price lists are subject to variation and currency variation in accordance with the price ruling at that date.

11. FORCE MAJEURE
11.1 Deliveries may be totally or partially suspended by the Supplier during any period in which the Supplier is prevented from performance by any cause beyond its control and without liability to the Buyer. The Supplier will not be liable for any circumstances outside the Supplier’s reasonable control, including but not limited to strikes, lockouts, requisitions, any industrial action, embargoes, events not foreseen, materials, equipment, facility or services, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network. The Supplier shall not incur any liability to the Buyer in respect of any capacity losses.

12. PAYMENT AND DEFAULT
12.1 If the Goods are not paid for in cash or by cheque or by bank transfer and cleared funds promptly in writing within 30 days of delivery the Buyer shall be deemed to have accepted the Goods.

13. LAWFUL USE OF THE GOODS
13.1 The Buyer undertakes with the Supplier:
(a) that it will acquaint itself with the requirements of all relevant Government and Statutory or other authorities, bodies or corporations relating to the Goods and to the application to which they are put;
(b) that all at times whilst the Goods are in the Buyer's possession or under its control it will comply with such requirements;
(c) that it will indemnify the Supplier against any liability resulting from a breach of such requirements.
13.2 The Buyer undertakes that it will comply with the Supplier safety instructions as notified from time to time by the Buyer and shall ensure that the Buyer and its agents and other parties concerned with the storage and handling of the Goods, and the Buyer shall ensure that the Buyer and its agents and carriers are familiar with and adhere to all the necessary and appropriate precautions and safety measures relating to the storing and handling of the Goods.

14. PALLETs
14.1 Unless agreed to in writing all pallets on which Goods are delivered remain the property of the Supplier and must be returned at the Buyer's expense in good order and condition to the store of the Supplier from where they were delivered. Pallets will be deemed to be in the Buyer's possession until returned to the Supplier. Any pallets which are not returned within the time determined by the Supplier pursuant to this clause shall be deemed to be irredeemable and the Buyer will be invoiced for all such pallets.

15. BULK CONTAINERS
15.1 The Supplier's responsibility to return empty returnable bulk containers (including bulk bags and bulk bins) in the same condition as they were supplied (fair wear and tear excepted) to the location from which they were supplied or other location nominated by the Supplier. At all times bulk containers supplied by the Supplier will remain the property of the Supplier and must not be used for any commodity other than that contained in the bulk containers at the time of delivery.

16. BULK CONTAINERS
16.1 The Buyer acknowledges that in writing all pallets on which Goods are delivered remain the property of the Supplier and must be returned at the Buyer's expense in good order and condition to the store of the Supplier from where they were delivered. Pallets will be deemed to be in the Buyer's possession until returned to the Supplier. Any pallets which are not returned within the time determined by the Supplier pursuant to this clause shall be deemed to be irredeemable and the Buyer will be invoiced for all such pallets.
16. GENERAL LIEN

16.1 In addition to any right of lien to which the Supplier may be entitled under the common law, the Supplier shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all Goods supplied by the Supplier to the Buyer. The Supplier may in its sole discretion sell any item that is subject to the said lien, provided that the Supplier shall pay to the Buyer any surplus proceeds that are realised by it from a sale of any such items after discharging in full all monies outstanding to the Supplier in respect of Goods that have been delivered by it to the Buyer and all reasonable costs of sale incurred by the Supplier.

16.2 The Buyer acknowledges that the Supplier has a security interest (for the purposes of the PPSA) in these items, and the proceeds of these items, until the Buyer has paid in full for all Goods supplied by the Supplier in accordance with clause 11. The Buyer will do anything required by the Supplier to enable the Supplier to register this security interest, with the priority the Supplier requires, and maintaining that registration. Despite this requirement for registration of this security interest, and regardless of whether or not it is actually registered, the Supplier may perfect this security interest by possession of the relevant items.

17. SEVERANCE

17.1 If any provision of these terms and conditions or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these terms and conditions shall not in any way be affected or impaired.

18. GOVERNING LAW

18.1 This Contract shall be governed and construed in accordance with the law in force in the State in which the application is received by the Supplier. The Buyer and the Supplier hereto irrevocably submit to and accept, generally and unconditionally, the non-exclusive jurisdiction of any of the courts of that State as the Supplier may elect with respect to any legal action or proceedings which may be brought at any time relating in any way to this Contract.

19. TRANSACTION TAX

19.1 Where a transaction tax, including a goods and services tax (“GST”) and any transaction taxes that come into existence after the date of these terms and conditions, applies to any supply made under these terms and conditions, the Supplier may recover from the Buyer an additional amount on account of that transaction tax in accordance with clause 11.

20. PATENTS

20.1 No right or licence is granted to the Buyer under any patent, copyright, registered design or other industrial or intellectual property right except the right to resell to Goods.

21. SET-OFF

21.1 The Supplier in its sole and unfettered discretion may at any time set-off any amount owing by the Supplier to the Buyer on any account whatsoever, including any monies held by the Supplier for or on account of the Buyer, against any amount owing by the Buyer to the Supplier in respect of the Goods supplied by the Supplier whether or not that amount has become due and payable.

22. FURTHER SECURITY

22.1 The Supplier in its sole and unfettered discretion may at any time require the Buyer to provide further security to secure payment of the Goods being purchased. Further security under this clause may include providing a Security Interest over crops or livestock of the Buyer sufficient to constitute a “Priority Interest” under sections 85 and 86 of the PPSA.

23. CONFIDENTIALITY

23.1 Except as required by law, the Supplier and the Buyer agree to treat the terms of the Contract as confidential. The Supplier and the Buyer acknowledge and agree that this clause constitutes a confidentiality agreement pursuant to Section 275(6) of the PPSA.

23.2 Neither the Supplier nor the Buyer will disclose, send or make available any of the information referred to in Section 275(1) of the PPSA to any person except as required by law.