

1. These are the terms and conditions upon which Nutrien Ag Solutions Limited (ABN 73 008 743 217) and/or its associated entities (as defined in the *Corporations Act 2001* (Cth) from time to time) (together, **Nutrien**) supplies agronomy advice, animal health advice, farm management advice, advice on sustainable farming practices or carbon sequestration strategies and options and other related farm services advice, proposals and recommendations to You (**Services**). You agree and acknowledge that this Agreement (including the schedule or similar document (**Schedule**)) will govern the relationship between Nutrien and You for as long as Nutrien continues to provide You with one or more Services or until such time as terminated in accordance with clause 16 or 17. Where You are an associated entity of Nutrien, for the purposes of any agreement between You and Nutrien under this Agreement, Nutrien does not include You.
2. You may request us to provide different or additional Services from time to time. For all Services a written record of any recommendation, or other advice will be issued by Nutrien. Every Service (whether or not in writing, digital form or oral) will be governed by these terms. The Services provided apply only to Your specific request based on the specific information provided by You. They cannot and should not be relied on by others or applied to circumstances outside of the scope the Services. All statements and representations in the Service, other than statements of historical fact are forward-looking statements that are subject to risk factors associated with farming, agronomic indicators, environmental and climatic conditions, pest and microbial populations, animal managements practices and government policy, as applicable (**Variable Conditions**). Nutrien's provision of the Services is based on information and factual matters provided by You or on your behalf or obtained from third-parties. We have assumed that the information is complete (so that it includes information in connection with prior issues or events (e.g infestations, microbial/pest load, climatic/environmental conditions) experienced by You or within your district), true and accurate in all respects and contains no material errors or omissions. We have not independently verified the information provided by You or obtained from third-party information providers. Third-party information providers generally exclude all liability arising from reliance on their information. For this reason, except as required by law, Nutrien is not liable to You for Services which are found to be based on inaccurate or incomplete information and which Nutrien believes in good faith to be accurate and complete.
3. The Services shall be supplied at the location(s), and in respect of the season and particular areas of land and livestock, specified in the proposal for the Services.
4. Nutrien may charge a fee for the Services (**Fee**). If a Fee is charged for the Services supplied to You, the Fee will be contained, in writing.
5. Terms and conditions contained in Nutrien's **General Terms and Conditions of Sale** relating to invoicing and payment apply to this Agreement in respect of the Fees and are incorporated in this Agreement as if the Company is Nutrien. Unless otherwise indicated, the Fees payable will include an additional amount on account of GST and any other applicable government tax or duty payable at the same time as the Fees are payable.
6. If You purchase any goods from Nutrien in connection with the Services, that purchase will be subject to Nutrien's General Terms and Conditions of Sale that apply at the time of the purchase.
7. **[Your information and data]** By providing Nutrien with information and factual matters You automatically grant Nutrien a perpetual, worldwide, royalty-free, irrevocable, transferable, sub-licensable, non-exclusive right and license to use, access, reproduce, display, publish, perform, distribute, adapt, modify, disclose, and create derivative works of Your material **by** combining Your material with the data from other sources and create **anonymised, aggregated** data for the purposes of providing goods and services, including without limitation enhanced online services or third-party services for You and conditions and Nutrien's **Privacy and Cookies Statement**, as amended from time to time.
8. Any and all data collected by Nutrien in the performance of the Services shall be the exclusive property of Nutrien and Nutrien shall retain any and all copyright and other intellectual property rights in and to the Services which include such data (**Nutrien IP**). Nutrien grants to You a limited licence to use Nutrien IP for the purpose of implementing the Services contained in any report for Your internal business purposes.
9. All intellectual property rights created as a result of, or in connection with the Services are owned by Nutrien upon creation. Nothing in these terms affects the ownership of any intellectual property rights created or developed prior to the application of these terms and conditions.
10. To the maximum extent permitted by law all implied terms, conditions and warranties are excluded. Nutrien makes no representations or warranties in relation to outcomes associated with the Services.
11. If a term, warranty, condition or statutory guarantee is implied into these terms or otherwise govern the provision of the Services and cannot by law be excluded (**Non-excludable Condition**), liability for breach of that Non-excludable Condition is limited, at Nutrien's option, to supplying the Services (in respect of which the breach occurred) again, or payment of the cost of having those Services supplied again.
12. Subject to clause 11, and save for Nutrien's negligence, wilful misconduct or fraud on Nutrien's part:
 - (a) Nutrien will not be liable to You for any claim, damage or loss (including loss of profits or consequential or indirect loss or damage) in connection with any statement or information given or provided as a result of or in connection with the Services;
 - (b) Nutrien's total liability to You arising directly or indirectly in relation to the provision of any Services is limited to the amount paid or payable by You in relation to those Services;
13. Nutrien enters into this Agreement for Services by itself and on behalf of its 'associated entities' and holds the benefit of this Agreement on trust for its associated entities as if they had signed this Agreement.
14. Subject to clauses 9, 11 and 12, You acknowledge that You use any advice, data or information provided to You by, or on behalf of Nutrien at Your own risk. Nutrien does not warrant that any Services, including data or information, provided to You is accurate or without errors or omissions. Unless specified otherwise in the Service, You are responsible for monitoring the Variable Conditions and advising Nutrien of these, to the extent they may impact on the ongoing provision of Services.
15. Subject to these terms and conditions, for the purposes of providing the Services to You, we may need You to disclose confidential information, being information which is Your non-public, technical, business or other information or material, that is disclosed or otherwise made available by You to Nutrien or information which is provided under circumstances reasonably indicating its confidentiality (**Confidential Information**). Subject to any express directions by you, Nutrien will maintain the confidential nature of your Confidential Information and only use it for the purposes of providing the Services to You.
16. Nutrien may, without affecting any other rights it may have, terminate or suspend the provision of Services:
 - (a) at any time by 10 days' written notice to You; or
 - (b) with immediate effect by giving notice to You if You cease to be able to pay Your debts as they become due or become subject to any form of insolvency administration.
17. You may terminate this Agreement at any time by 10 days' written notice to Nutrien. You agree to pay for any Services already provided to you and for any unavoidable costs Nutrien has incurred up until termination as a result of its reliance on this Agreement.
18. Nutrien will not be liable for any failure to perform, or delay in performance, of any obligation to the extent that such failure or delay is due to any circumstances beyond Nutrien's reasonable control.
19. You agree to arrange such access to property and equipment and to provide such information and assistance as is reasonably necessary or desirable for Nutrien to supply the Services. You warrant that You are fully entitled to provide the access, information and assistance contemplated by this clause, and that You will provide a safe working environment to any personnel providing the Services.
20. Any failure by Nutrien to insist on strict compliance with any provision of these terms or any delay by Nutrien in exercising its rights under these terms will not constitute a variation or waiver of any provision of these terms or of any right available to Nutrien.
21. If part or all of any provision of these terms or its application to any person or circumstance is illegal or unenforceable, the provision will be interpreted so as to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so interpreted, the provision or part of it will be severed from the terms and the remaining provisions of the terms continue in force.
22. Where You comprise two or more persons, an agreement or obligation under this Agreement binds those persons jointly and each of them severally.
23. These terms are governed by the law in force in the state or territory in which the Services are supplied and You submit to the exclusive jurisdiction of the courts of that state or territory.
24. In these terms, unless the context otherwise requires:
 - (a) a reference to "You" is a reference to the person identified as our customer in the Services;
 - (b) the singular includes the plural and vice versa;
 - (c) "include" and "including" and similar expressions does not limit the meaning of the words to which the list relates to those items /items of a similar kind;
 - (d) dollars or \$ is to Australian dollars
25. Nutrien's General Terms and Conditions of Sale and its Privacy and Cookies Statement are available at www.nutrienagsolutions.com.au from the [Terms and Conditions page](#).
26. You accept these terms and conditions by signing the Schedule to the Agreement or by continuing to instruct us to perform the Services.