



NORCO CO-OPERATIVE PREPAYMENT AGREEMENT

Terms and Conditions

1. Definitions

Business Day means a day that is not a Saturday, a Sunday or a Public Holiday in the State of New South Wales.

Customer means the entity specified in the schedule to this agreement as the Customer.

Financial Year means the period beginning on 1 July in any given calendar year and terminating on 30 June the next calendar year.

Norco means Norco Co-operative Limited
ARBN 009 717 417

Parties means the Customer and Norco.

Prepayment Program means the program set out in this Agreement whereby the Customer may pre-pay an amount before 30 June in any Financial Year to be used towards purchases of products sold by Norco Rural Stores (the 'Products') during the Term.

Rate means the rate specified in Schedule 1.

Reward means a payment made by Norco to the customer calculated by multiplying the unused daily balance of the Prepayment Account by the Rate.

Term means the period of 12 months from the date that the prepayment is made.

2. Prepayment

2.1 To participate in the Prepayment Program, the Customer must pay no less than \$10,000 to Norco on or before 30 June (Prepayment).

2.2 Amounts paid to Norco as part of the Prepayment Program will be held in a Prepayment Account in the name of the Customer and can only be used for the purchase of Products.

2.3 On the last day of each month Norco will apply the funds in the Customer's Prepayment Account against payment of the balance of the Customer's Trading Account. Norco will continue to do this until there are no funds left in the Customer's Prepayment Account.

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2.4 The Customer cannot reserve funds in the Prepayment Account for future use in later months unless it pays off the balance of its trading account in cleared funds prior to the 25th day of each month, Norco may in its absolute discretion apply or allocate any or all funds in the Customer's Prepayment Account at any particular time, against the balance of the Customer's Trading Account.

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2.5 On the last day of each month Norco will apply the Reward as a credit to the Customer's Trading Account.

2.6 Norco will not charge the Customer for participating in the Prepayment Program.

2.7 Amounts paid to Norco as part of the Prepayment Program cannot be paid out to the Customer or any other person under any circumstances.

2.8 Norco may, in its absolute discretion, change or amend these terms by first giving 30 days written notice to the Customer. The Customer on receiving such notice shall have 14 days to advise Norco that it wishes to terminate this Agreement in which case all funds in the Prepayment Account which have not been expended will be refunded to the Customer and this Agreement will be terminated.

2.9 A certificate signed by an employee of Norco stating the amount available to the Customer under the Prepayment Program at a particular date is conclusive evidence unless proved incorrect.

Norco Co-operative Limited

Tel +61 02 6627 8000

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Web www.norco.com.au

Street Address "Windmill Grove" 107 Wilson Street, South Lismore NSW 2480

Postal Address PO Box 486, Lismore NSW 2480

ABN 17 009 717 417 **ARBN** 009 717 417



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2.10 Norco may use any prepayments made by the Customer pursuant to the Prepayment Program to pay any other amounts that are due and owing and payable by the Customer to Norco under any other arrangement that the Customer has entered into with Norco if the customer is:

- (i) in breach of these terms or any other agreement that is entered into with Norco, including any trade account; or
- (ii) insolvent within the definition of section 95A of the *Corporations Act 2001*.

2.11 During the Term any prepayment will not be refundable (in whole or in part) to the Customer except as explicitly provided for in this Agreement or with the consent of Norco may be withheld in its absolute discretion.

2.12 The Parties agree that on the termination of this Agreement any unspent amount in the Customer's Prepayment Account will be forfeited to Norco and that any unused Reward credits will be forfeited.

3. Acknowledgements

3.1 The Customer acknowledges:

- (i) they have read and understood these terms;
- (ii) that the terms set out in this Agreement are reasonably necessary for Norco to provide the Prepayment Program and to protect Norco's legitimate interests;
- (iii) that it has not relied on any representation by Norco in agreeing to these terms.

3.2 The Customer represents and warrants:

- (i) that it obtained or had the opportunity to obtain but has decided not to obtain, legal, financial and taxation advice in relation to these terms;
- (ii) that Norco has not at any time provided Customer with any verbal or written legal, financial or taxation advice directly or indirectly related to these terms or any product referred to in these terms; and

- (ii) that all information is provided to Norco in connection with these terms is true, complete and accurate.

3.3 The Customer acknowledges that by signing these terms it is indicating its acceptance of the terms and agrees to be bound by them.

4. GST

4.1 Each prepayment includes GST.

4.2 When a prepayment is made Norco will issue the Customer with a tax invoice which will specify both the GST component, and the remaining component, of the prepayment.

4.3 Norco will remit the GST component of each prepayment to the Australian Taxation Office

4.4 When the Customer purchases goods or services from Norco using amounts paid by way of prepayment, Norco will issue the customer with:

- (i) a further tax invoice for the supply of goods or services (which include GST); and
- (ii) a credit note equal to the amount of GST specified in the further tax invoice (which in effect has already been paid by the Customer at the time of making the prepayment).

4.5 Any additional consideration received by the Customer from Norco when the Customer purchases the goods or services will be subject to GST.

4.6 If the GST payable on a taxable supply by Norco is varied for any reason, the consideration payable under these terms must be increased or decreased to reflect that variation of the GST.

4.7 In these terms, 'GST' has the same meaning as in the *A New Tax System (Goods & Services) Act 1999*.



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5. Governing Law

- 5.1 This Agreement shall be governed by the laws of New South Wales and the Parties shall irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

6. Privacy

- 6.1 In considering the Customer's application to participate in the Prepayment Program and in managing the Customer's participation in the Prepayment Program, Norco will collect certain personal information from the Customer. This information may be disclosed to credit reporting agencies, disclosed to Guarantors of the Customer's obligations and used by Norco and its professional advisors.
- 6.2 The Customer's personal information is also collected so that Norco may promote and market its services to the Customer, including by direct mail, e-mail and telemarketing. Norco does this to help the Customer keep informed about its products, services and special offers. In relation to marketing and promotional material sent via e-mail, Norco will send such material only if the Customer elects to receive it or it is provided at the Customer's request.
- 6.3 Norco will deal with the Customer's personal information collected in accordance with this Agreement in accordance with Norco's Privacy Policy. A copy of Norco's Privacy Policy may be viewed at www.norco.com.au or on request from Norco.
- 6.4 The Customer consents to the use and disclosure of its personal information as set out in this clause 6.
- 6.5 The Customer may access personal information about them held by Norco by contacting the Company Secretary of Norco between the hours of 9am and 5pm on any Business Day using the contact details specified on Norco's website www.norco.com.au.

7. Notices

- 7.1 Notices must be in writing.
- 7.2 Notices to Norco are to be addressed to the Company Secretary and sent to "Windmill Grove", 107 Wilson Street, South Lismore NSW 2480 or to PO Box 486 Lismore NSW 2480.
- 7.3 Notices to the Customer are to be sent to the last address advised to Norco by the Customer from time to time. It is the responsibility of the Customer to keep its contact details as disclosed to Norco current.
- 7.4 Notices given under this Agreement may be delivered by personal service, sent by pre-paid mail or transmitted by email to the recipient's address set out on the first page of this Agreement. A Notice given to a person in accordance with this clause is treated as having been given and received:
- (i) if delivered in person, on the day of delivery if delivered before 5pm on a Business Day, otherwise on the next Business Day;
 - (ii) if sent by pre-paid mail within Australia, on the fifth Business Day after posting; or
 - (iii) if transmitted by email before 5pm on a Business Day, on the day of transmission (otherwise, if sent after 5pm, on the next Business Day), provided that the sender does not receive an automated notice generated by the recipient's email server notifying that transmission was not successful