

# LoadNet®

If you have registered as an Authorised Contact (as defined below) for a Grower via the National Growers Register (NGR), you may use the LoadNet® website on behalf of a Grower. If you, as a Grower, have nominated a person or persons to act as an Authorised Contact via the NGR, that person or persons may access and use the LoadNet® website on your behalf. Each Authorised Contact for a Grower will be issued with a password by CBH, which together with the Payee ID issued by NGR will enable the Authorised Contact(s) to access the LoadNet® website.

To be able to use the LoadNet® website on behalf of an Advisor, you must first register to access and use the website as an Authorised Contact in accordance with CBH Group processes. If you are an Advisor, you must nominate a person or persons to access and use the website as an Authorised Contact on your behalf in accordance with CBH Group processes. Each Authorised Contact for an Advisor will be issued by CBH with a Personal Access Number (PAN) and a password, which will be required to access the LoadNet® website.

If you require assistance with any part of the process, please contact the Grower Service Centre on free call 1800 107 759.

## LoadNet® Terms and Conditions

### 1 INTRODUCTION

- 1.1 These terms and conditions constitute a binding agreement between you and us.
- 1.2 If you are an Authorised Contact, these terms and conditions apply to the use by you of this Website. By using the Website as an Authorised Contact, you agree to be bound by these terms and conditions and must use all reasonable endeavours to ensure that the Grower or Advisor for which you are an Authorised Contact complies with these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Website. If you remain on the Website, or return at a later date, you agree to be bound by these terms and conditions.
- 1.3 If you are a Grower or Advisor, by authorising your Authorised Contacts to use this Website, you agree to be bound by these terms and conditions, and must procure that each of your Authorised Contacts complies with these terms and conditions. If you do not accept these terms and conditions, you must procure that your Authorised Contacts refrain from using the Website.

### 2 DEFINITIONS

- 2.1 In these terms and conditions:
- 2.1.1 "**Account**" means:
- (a) in respect of an Advisor, the number allocated by CBH under which an Advisor is registered in the CBH database together with the name associated with that number; or
  - (b) in respect of a Grower, the number allocated by NGR under which a Grower is registered in the NGR database for the purposes of delivering grain together with the name associated with that number,
- as applicable.
- 2.1.2 "**Advisor**" means an agricultural advisor or consultant authorised by a Grower to access that Grower's information and to perform transactions on behalf of the Grower.
- 2.1.3 "**Authorised Contact**" means:
- (a) in respect of an Advisor, any individual who is properly authorised in accordance with relevant CBH Group processes to access and use this Website and act on behalf of, and/or receive information about, that Advisor (including its Account); or
  - (b) in respect of a Grower, any individual, partnership or entity (unincorporated or incorporated) who is registered with NGR as a contact for that Grower Account,
- as applicable, and includes any Primary Contact.
- 2.1.4 "**CBH**" means Co-operative Bulk Handling Limited.
- 2.1.5 "**CBH Grain**" means CBH Grain Pty Ltd ACN 089 394 883.
- 2.1.6 "**CBH Group**" means CBH and its Related Bodies Corporate.
- 2.1.7 "**CBH Website**" means the website accessible from [www.cbh.com.au](http://www.cbh.com.au).
- 2.1.8 "**Grower**" means a grower/supplier of grain who as part of their farming business, delivers grain to a site for the purpose of receiving or storing grain throughout any state or territory in Australia, other than Western Australia, from time to time.
- 2.1.9 "**Grower Service Centre**" means the department that provides support services to Growers for all members of the CBH Group. The Grower Service Centre may be contacted by writing to Grower Service Centre, c/- Cooperative Bulk Handling Limited, PO Box 6138, Halifax St, Adelaide SA 5000, by telephone on 1800 107 759 or by emailing CBHMarketingEA@cbh.com.au.
- 2.1.10 "**NGR**" means the National Growers Register operated by National Grower Register Pty Ltd ABN 89 095 857 266.

- 2.1.11 **"PAN"** is the Personal Access Number provided by CBH to an Authorised Contact upon registration.
- 2.1.12 **"Payee ID"** is the number provided by NGR to an Authorised Contact upon registration.
- 2.1.13 **"Primary Contact"** means:
- (a) in the case of a Grower, each Authorised Contact; and
  - (b) in the case of an Advisor, an Authorised Contact who is authorised to appoint, remove and amend the authority levels of other Authorised Contacts for that Advisor, and has administration access to the relevant Account.
- 2.1.14 **"Privacy Policy"** means the policy on, and accessible from, the CBH Website. A copy of the policy may be obtained from Grower Service Centre.
- 2.1.15 **"Related Bodies Corporate"** has the meaning given in section 50 of the *Corporations Act 2001* (Cth).
- 2.1.16 **"We", "us" and "our"** are a reference to CBH Group.
- 2.1.17 **"Website"** means the LoadNet® website accessible via the CBH Website.
- 2.1.18 **"You" and "your"** means you in your capacity as a Grower or Advisor, and/or an Authorised Contact, as the case may be.

### 3 ACCESS AND USE

- 3.1 In order to be able to access and use the Website, you must:
- 3.1.1 be registered as an Authorised Contact;
  - 3.1.2 if you are a Grower that is a company, partnership or other incorporated or unincorporated entity, nominate a person or persons via the NGR to act on your behalf as an Authorised Contact; or
  - 3.1.3 if you are an Advisor that is a company, partnership or other incorporated or unincorporated entity, nominate a person or persons to access and use the Website on your behalf as an Authorised Contact in accordance with CBH Group processes.
- 3.2 Any Authorised Contact must be 18 years of age or over.
- 3.3 Each Authorised Contact for a Grower will be issued with a Payee ID by NGR and a password by CBH, which will enable the Authorised Contact(s) access to LoadNet® website, unless otherwise removed or denied in accordance with these terms and conditions.
- 3.4 Each Authorised Contact for an Advisor will be issued by CBH with a Personal Access Number (PAN) and a password, which will grant the Authorised Contact access to LoadNet® in accordance with the levels of authority designated to that Authorised Contact by the Primary Contact, unless otherwise removed or denied in accordance with these terms and conditions.
- 3.5 If you are a Grower or an Advisor and have authorised an individual to act as your Authorised Contact on your behalf, you agree and acknowledge that:
- 3.5.1 you have authorised your Authorised Contact to access and use this Website on your behalf;
  - 3.5.2 the Authorised Contact is your agent;
  - 3.5.3 you are responsible for ensuring that your Authorised Contact understands and complies with these terms and conditions; and
  - 3.5.4 you are bound by all actions on the Website conducted by your Authorised Contact.
- 3.6 If you are a Primary Contact who has authorised another individual to act as an Authorised Contact for the Grower or Advisor for which you are a Primary Contact, you agree and acknowledge that:
- 3.6.1 the relevant Grower or Advisor has properly directed you to authorise the individual as an Authorised Contact;
  - 3.6.2 you are responsible for ensuring that the Authorised Contact understands and complies with these terms and conditions; and
  - 3.6.3 you are bound by all actions on the Website conducted by the Authorised Contact.
- 3.7 If you are a Grower, an Advisor or a Primary Contact, you must advise us in writing if you cancel the authority of any Authorised Contact to access and use the Website, or if any Authorised Contact dies or is no longer able to act on the relevant Grower's or Advisor's behalf for any reason. In the event such authority is cancelled, you are responsible for and bound by all actions on the Website conducted by the Authorised Contact until such time as cancellation of the authority is received by us in writing and the cancellation is processed.

### 4 PERSONAL DETAILS

- 4.1 If you are an Authorised Contact, you must provide accurate, complete and current personal details and information upon registration as an Authorised Contact and at all times during the use of the Website (including, if you are a Primary Contact, in respect of other Authorised Contacts).
- 4.2 If you are an Authorised Contact for a Grower, you must inform NGR immediately of any change in details or address.

- 4.3 If you are an Authorised Contact for an Advisor, you must inform us immediately of any change in details or address of you or any other Authorised Contact, by:
- 4.3.1 faxing a completed Change of Advisor Details form to: 08 8410 8079; or
  - 4.3.2 posting a completed Change of Advisor Details form to: c/- Co-operative Bulk Handling Limited, PO Box 6138, Halifax St, Adelaide SA 5000; or
  - 4.3.3 emailing a completed Change of Advisor Details form to [CBHMarketingEA@cbh.com.au](mailto:CBHMarketingEA@cbh.com.au).

CBH reserves the right to follow up and make enquiries as to the veracity of any change request.

## 5 **PRIVACY POLICY**

You acknowledge that you have read and understood our Privacy Policy at the CBH Website and that we will deal with information supplied by you in connection with your use of the Website in accordance with the terms of that policy.

## 6 **AGREEMENT**

- 6.1 In consideration for you agreeing to these terms and conditions, we agree to provide you (or if you are a Grower or an Advisor, your Authorised Contact(s)) with certain non-exclusive rights to access and use this Website in accordance with the level of authority designated to you by a Primary Contact or in your capacity as a Primary Contact, including to:

- 6.1.1 view material contained on the Website;
- 6.1.2 access and download certain material contained on the Website;
- 6.1.3 use the Website to enter into an agreement with CBH Grain for the sale and purchase of grain; and
- 6.1.4 otherwise use the Website in accordance with these terms and conditions.

## 7 **AMENDMENTS TO TERMS AND CONDITIONS**

We reserve the right to amend these terms and conditions from time to time. Amendments to these terms and conditions will be effective immediately upon us posting a notice of those amendments on the Website. Your continued use of the Website following the posting of such a notice on the Website will represent an agreement by you to be bound by the terms and conditions as amended.

## 8 **ACKNOWLEDGEMENTS**

- 8.1 You agree and acknowledge that:

- 8.1.1 you may use the Website to enter into an agreement with CBH Grain for the sale and purchase of grain; and;
- 8.1.2 to the extent permitted by law, if for any reason any notice, instruction, request or other electronic communication in relation to the sale or purchase of grain using this Website fails or is delayed, the CBH Group accepts no responsibility or liability for that failure or delay.

## 9 **SECURITY OF PAN AND PASSWORD**

- 9.1 You must use your best endeavours to protect the security of your computer, laptop, tablet, smartphone or other portable electronic device ("computer") hardware and software and the privacy of your information. This includes, but is not limited to:

- 9.1.1 not disclosing to anyone and keeping secure your PAN or Payee ID (as applicable) and password and other authentication methods/devices as we may provide from time to time because anyone who knows them may be able to use them to access and use the Website, obtain financial and other information and commit you to contracts in your name;
- 9.1.2 ensuring that if and when you change your password, you comply with the password rules contained in clause 9.4;
- 9.1.3 ensuring your computer is free of viruses; and
- 9.1.4 ensuring your computer is free of any form of password recording program or mechanism.

- 9.2 You must tell us immediately if you believe that any unauthorised person is using your PAN or Payee ID (as applicable) and password or, if you are a Grower or an Advisor, your Authorised Contact's PAN or Payee ID (as applicable) and password.

- 9.3 Acceptance of these terms and conditions means that you acknowledge that we are entitled to allow access to the Website to any person providing your PAN or Payee ID (as applicable) and password or, if you are a Grower or an Advisor, your Authorised Contact's PAN or Payee ID (as applicable) and password.

- 9.4 Password Rules

The minimum requirements for a valid password are set out below. We will notify you if these change and may require you to create a new password when you next log in:

- 9.4.1 it cannot be the same as your Account, PAN or Payee ID or old password;

- 9.4.2 it cannot contain blanks or symbols;
- 9.4.3 it must be at least 6 characters long contain at least one character of the English alphabet and at least 1 numeric character; and
- 9.4.4 it must not be something easily identified or associated with you such as a birthday, telephone number, car registration or postcode.

## 10 ACCESS TO WEBSITE

- 10.1 We will endeavour to provide a secure, quality service and accurate data at all times where your use of the Website complies with these terms and conditions.
- 10.2 We will endeavour (without any legal obligation) to provide uninterrupted access to the Website on a 24 hour continuous basis. However, circumstances may not always make this possible, such as the time taken for data backup processes, upgrades and other scheduled or unscheduled outages. It is your responsibility to ensure that no part of your business is adversely affected by the unavailability of the Website service.
- 10.3 While our expectation is that any delay in processing information or instructions from you on the Website will not continue for more than one business day, a delay may continue for a longer period. The CBH Group is not liable for any loss due to such a delay or any unavailability of the Website service.
- 10.4 If you cannot access the Website at any time please advise us the Grower Service Centre on 1800 107 759 to enable us to investigate the possible reason.

## 11 GENERAL USE OF WEBSITE

- 11.1 You agree:
  - 11.1.1 not to post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing, sexually oriented or ethnically objectionable;
  - 11.1.2 not to impersonate any other person;
  - 11.1.3 to provide current, accurate and up-to-date information as required under these terms and conditions and to refrain from providing us or any other user of the Website with inaccurate, misleading or false information;
  - 11.1.4 to use the Website in a manner consistent with all applicable local, state, national and international laws and regulations;
  - 11.1.5 not to post or transmit any unsolicited advertising or promotional materials;
  - 11.1.6 not to post any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware; and
  - 11.1.7 to report promptly to us any breach of these terms and conditions by a user of the Website.
- 11.2 All information provided by us on the Website is provided in good faith. You agree and acknowledge that any information provided by us is general information and is not in the nature of advice.
- 11.3 We do not accept any responsibility or liability for any information or material which you submit to the Website, nor do we accept any responsibility for any use or misuse which you make of information or material which you submit to the Website.

## 12 LIMITS ON ENQUIRIES

At our discretion we may impose a maximum limit on the number of enquiries which you generate using the Website. We will notify you of the limits in advance, if and when they are to apply.

## 13 SALE AND PURCHASE

- 13.1 If you, as an Authorised Contact, use this Website to enter into an agreement with CBH Grain for the sale and purchase of grain, you confirm that:
  - 13.1.1 your instruction is:
    - (a) an agreement for the Grower for which you are an Authorised Contact (or the Grower which has authorised the Advisor for which you are an Authorised Contact) to be bound by CBH Grain's terms and conditions, applicable on the day the contract is made and for the payment method chosen; and
    - (b) acknowledgement that you have been provided with an opportunity to obtain a copy of those terms and conditions of CBH Grain on behalf of the relevant Grower; and
  - 13.1.2 you undertake that you are authorised to enter into contracts for the sale and purchase of grain on behalf of the relevant Grower.
- 13.2 If you are a Grower who has authorised one or more Authorised Contacts to act on your behalf via NGR, you undertake that you:

13.2.1 authorise each Authorised Contact to enter into contracts on your behalf with CBH Grain using this Website; and

13.2.2 are authorised to enter into contracts and change your Authorised Contact(s) from time to time.

## 14 **DISCLAIMER**

14.1 Whilst we will take all reasonable steps to ensure that the information we make available to you through the Website is accurate, complete and up-to-date, we do not make any representations or warranties that the information we provide on our Website or any linked website is reliable, accurate, current or complete at the time you access that information on the Website. Information on the Website is updated at differing frequencies depending on where the information is obtained from, and there may be communications network delays or other circumstances beyond our control which impact on updating and/or your ability to access the Website. It is your responsibility to check and independently verify the accuracy of information on the Website. We are not liable for any loss resulting from any action taken, or reliance made, by you on any information or material posted by us, or provided to you on or in connection with the Website. We do not warrant that your access to the Website will be uninterrupted, timely or secure.

14.2 We do not warrant that any material you submit to the Website will be protected against loss, misuse or alteration by third parties.

14.3 To the extent permitted by law, you agree that if any instruction you give us on the Website fails or is delayed, we accept no responsibility for that failure or delay. You are responsible for monitoring the Website after you submit any information or instructions. You are responsible for re-submitting any information or instructions or taking remedial action if you receive from us or from the Website an indication of a malfunction of any such submission.

14.4 We do not warrant that we will pass on to CBH Grain information that you submit on the Website. If we pass on information to CBH Grain, we do not warrant that the material or information you submit will be passed on to CBH Grain within a certain time-frame.

14.5 These terms and conditions exclude to the maximum extent permitted by law any warranty or condition implied by common law, practice or statute. In the case of those conditions or warranties under statute which may not be excluded, our liability for breach of such conditions or warranties shall, to the maximum extent permitted by law, be limited, in our sole discretion, to the lesser of re-supply of the relevant service of the Website again or paying the cost of the re-supply of the relevant service of the Website.

14.6 We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Website or any linked website, including as a result of your instructions in relation to any contract you wish to enter into with CBH Grain. We do not accept liability for any loss or damage arising directly or indirectly from a failure to provide any of the services on the Website or failure or delay in giving effect to any of your instructions, corruption to or loss of data, errors or interruptions, inaccurate or incomplete material, any suspension or discontinuance of the service, any transmissions by other Advisors or Growers in contravention of the Advisors' or Growers' obligations as set out in these terms and conditions or any content transmitted by a non-registered Grower.

14.7 We are not liable for any consequential loss or damage arising out of or in relation to your use of the Website, including in relation to:

14.7.1 any instructions you give to us on the Website concerning CBH Grain; and

14.7.2 any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent,

and you release and indemnify us in respect of all actions, claims and demands in respect of such consequential loss or damage.

## 15 **EXCEPTION TO DISCLAIMER**

These terms and conditions do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

## 16 **WARNINGS**

16.1 You must ensure that your access to the Website is not illegal or prohibited by laws which apply to you.

16.2 You should notify us immediately if you become aware that you may have made a mistake in any information that you send to the CBH Group when instructing the CBH Group to make a change to your records, or if you did not authorise a change to your records and such a change has taken place, or of any change in your details or address.

16.3 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises out of or in connection with your use of the Website or any linked website.

16.4 Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take those steps which we believe, in our absolute discretion, to be reasonable in order to preserve the security of such information.

## 17 **INDEMNITY**

17.1 If you are an Authorised Contact, you indemnify us, our related bodies corporate, our directors, employees, agents and contractors against any loss or damage we may suffer and all actions, claims and demands which may be made or instituted against us arising directly or indirectly out of:

- 17.1.1 your use of this Website, including your dealings with CBH Grain in relation to instructions you give to us on this Website; or
  - 17.1.2 a breach of these terms and conditions either by you or by any person using your PAN or Payee ID (as applicable), password or Account, whether or not you have authorised that person to use your PAN or Payee ID (as applicable), password or Account; or
  - 17.1.3 if you act negligently or fraudulently in connection with these terms and conditions or your use of the Website.
- 17.2 If you a Grower or an Advisor, you indemnify us, our related bodies corporate, our directors, employees, agents and contractors against any loss or damage we may suffer and all actions, claims and demands which may be made or instituted against us arising directly or indirectly out of:
- 17.2.1 any Authorised Contact's use of this Website, including the Authorised Contact's dealings with CBH Grain in relation to instructions the Authorised Contact gives to us on this Website; or
  - 17.2.2 a breach of these terms and conditions either by your Authorised Contact or by any person using your Authorised Contact's PAN or Payee ID (as applicable), password or Account, whether or not the Authorised Contact or you have authorised that person to use your Authorised Contact's PAN or Payee ID (as applicable), Password or Account; or
  - 17.2.3 if your Authorised Contact acts negligently or fraudulently in connection with these terms and conditions or the Authorised Contact's use of the Website.

## 18 COPYRIGHT

- 18.1 Copyright in this Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:
- 18.1.1 adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website; or
  - 18.1.2 commercialise any information, products or services obtained from any part of this Website;
- without our prior written permission.

## 19 TRADE MARKS

- 19.1 If you use any of our trade marks (whether those trade marks are registered or not) in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
- 19.1.1 in or as the whole or part of your own trade marks;
  - 19.1.2 in connection with activities, products or services which are not ours;
  - 19.1.3 in a manner which may be confusing, misleading or deceptive; or
  - 19.1.4 in a manner that disparages us or our information, products or services (including the Website).

## 20 FEES AND CHARGES

- 20.1 There are currently no fees and charges associated with access to the Website other than having appropriate access to the internet, which is your sole responsibility. However we reserve the right to impose fees and charges should we see fit to do so at any time in the future and transactions initiated by you online through the Website may result in you having to pay fees or charges which will be your responsibility.
- 20.2 You agree to pay us all costs, charges, fees, expenses and duties (including all legal costs) which may arise as a result of your failure to comply with these terms and conditions.

## 21 PROCEDURE FOR HANDLING ERRORS AND DISPUTES

- 21.1 You should notify us immediately if you become aware that you may have made an error in any information that you send to us or if you did not authorise a change to your records and such a change has taken place. You may notify us by:
- 21.1.1 telephoning the Grower Service Centre on 1800 107 759; or
  - 21.1.2 writing to: Grower Service Centre at Grower Service Centre, c/- Co-operative Bulk Handling Limited, PO Box 6138, Halifax St, Adelaide SA 5000; or
  - 21.1.3 faxing: Grower Service Centre on 08 8410 8079; or
  - 21.1.4 emailing: [CBHMarketingEA@cbh.com.au](mailto:CBHMarketingEA@cbh.com.au).
- 21.2 In the case of a discrepancy between information sent to you on paper through the mail and information provided by the Website, the paper-based record will prevail.
- 21.3 If you think there is an error in any information provided on the Website you must tell us immediately by:

- 21.3.1 telephoning the Grower Service Centre on 1800 107 759; or
- 21.3.2 writing to: Grower Service Centre at Grower Service Centre, c/- Co-operative Bulk Handling Limited, PO Box 6138, Halifax St, Adelaide SA 5000; or
- 21.3.3 faxing: Grower Service Centre on 08 8410 8079; or
- 21.3.4 emailing: [CBHMarketingEA@cbh.com.au](mailto:CBHMarketingEA@cbh.com.au).

- 21.4 We will advise you of the steps you must take so that an investigation can commence. You must give us full details of the information or transaction you are querying.
- 21.5 If we are unable to resolve the matter immediately you may lodge a complaint in writing and we will advise you in writing of the steps we will take to investigate the matter further.
- 21.6 Within 21 days of receiving from you the full details of your complaint, we will advise you in writing of either:
  - 21.6.1 the outcome of our investigation; or
  - 21.6.2 the need for more time to complete our investigation.
- 21.7 On completion of our investigation we will advise you in writing of the outcome and our reasons, with reference to the relevant provisions of these terms and conditions.

## 22 TERMINATION OF ACCESS

- 22.1 Without any liability to you we may suspend your Website access with or without notice if we consider there is a security issue which requires further investigation;.
- 22.2 You may terminate your access to this Website by:
  - 22.2.1 telephoning the Grower Service Centre on 1800 107 759; or
  - 22.2.2 writing to: Grower Service Centre, c/- Co-operative Bulk Handling Limited, PO Box 6138, Halifax St, Adelaide SA 5000; or
  - 22.2.3 faxing: Grower Service Centre on 08 8410 8079; or
  - 22.2.4 emailing: [CBHMarketingEA@cbh.com.au](mailto:CBHMarketingEA@cbh.com.au).
- 22.3 Without any liability to you and without prior notice we may cancel, suspend or otherwise terminate your access to the Website for any reason. We will notify you in writing of a termination at the last address you have recorded on our Website. In the event your access to the Website is cancelled, suspended or otherwise terminated, these terms and conditions continue to apply in relation to your previous use of the Website.

## 23 WAIVER

- 23.1 No right under these terms and conditions shall be deemed to be waived except by notice in writing.
- 23.2 No default or delay on our part in exercising any of our rights under these terms and conditions shall operate as a waiver of any such right.

## 24 SEVERANCE

If any term or other part of these terms and conditions is or becomes for any reason invalid or unenforceable at law, the remainder of these terms and conditions shall continue to be valid and enforceable and such term or other part of these terms and conditions shall be severed or modified without affecting the remainder of these terms and conditions.

## 25 GOVERNING LAW

- 25.1 These terms and conditions shall be governed by and construed in accordance with the laws of the State of Western Australia.
- 25.2 You irrevocably submit to and accept generally and unconditionally the non-exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to these terms and conditions.

## 26 CONTACT

- 26.1 You can contact us by:
  - 26.1.1 telephoning the Grower Service Centre on 1800 107 759. We may ask you to confirm information in writing to Grower Service Centre which holds your accounts; o
  - 26.1.2 writing to: Grower Service Centre at Grower Service Centre, c/- Co-operative Bulk Handling Limited, PO Box 6138, Halifax St, Adelaide SA 5000; or

26.1.3 faxing: Grower Service Centre on 08 8410 8079; or

26.1.4 emailing: [CBHMarketingEA@cbh.com.au](mailto:CBHMarketingEA@cbh.com.au).

We do not warrant that we will respond to questions or comments submitted by you by any other means, including via the [info@cbh.com.au](mailto:info@cbh.com.au) link on the CBH Website "Contact Us" page.

26.2 Should we need to contact you we will assume that the contact details you have last recorded on the Website or have otherwise advised to us are current and correct.