



Retail Products PrePay Rewards Program

For existing clients only

Application Form

Trading Name:

Client No.:

Applicant's full legal name and ACN (if applicable):

ABN:

Address:

Terms and Conditions

Ag, Horse & Pet is operated by Australian Independent Rural Retailers Pty Ltd ("AIRR"). By completing the attached Application Form, the Customer applies to participate in the AIRR Prepayment Program ("Program") with AIRR. AIRR will assess the Customer's application and, if approved, allow the Customer to participate in the Program on the terms and conditions set out below ("Terms").

The Program

1. The Customer must pay minimum \$10,000, no maximum limit to AIRR for participation in the Program ("Prepayment").
2. AIRR will not charge the Customer for participating in the Program.
3. The Prepayment will accrue a reward equivalent to 5.5% per annum of the unused amount of the Prepayment, calculated daily, paid monthly ("Reward"). The Reward will be added in the period commencing on the date of the Prepayment and ending on the date that is 12 months after the Prepayment ("Program Period").
4. Amounts paid to AIRR as part of the Program (including any Reward added by AIRR) cannot be paid out to the Customer or any other person under any circumstances. Such amounts:
 - a. can only be used to purchase Rural Products (which, for the avoidance of doubt, does not include livestock) and services from AIRR;
 - b. must be used in full by end of the Program Period; and
 - c. will be forfeited to AIRR if unused by the end of the Program Period.
5. The Prepayment and any Reward cannot be paid out to the Customer or any other person under any circumstances.
6. AIRR may, in its absolute discretion, change or remove the Reward or amend these Terms on 30 days' written notice to the Customer.
7. A certificate signed by an employee of AIRR stating the amount available to the Customer under the Program at a particular date is conclusive evidence unless proved incorrect.

Other Amounts

8. AIRR may use any Prepayments made by the Customer, and any Reward added by AIRR, as part of the Program to pay any other amounts that are due, owing and payable by the Customer to AIRR under any other arrangement that the Customer has entered into with AIRR if the Customer is:
 - a. in breach of these Terms or any other agreement it has entered into with AIRR; or
 - b. insolvent within the definition of section 95A of the *Corporations Act 2001* (Cth)

Governing Law

9. These Terms are governed by the laws of South Australia, and any court within the Commonwealth of Australia in which AIRR commences proceedings has non-exclusive jurisdiction to entertain any claims AIRR or the Customer may have against each other in connection with these Terms.

Assignment

10. The Customer may not assign, transfer or sub-license its rights under these Terms without AIRR's prior written consent.

Acknowledgements and Warranties

11. By participating in the Program, the Customer:
 - a. acknowledges that the Program will benefit the Customer in the conduct of the Customer's business;
 - b. acknowledges that the Customer has read and understood these Terms;
 - c. acknowledges that the Terms are reasonably necessary for AIRR to provide the Program for the Customer and to protect Elders' legitimate interests;
 - d. acknowledges that it has not relied on any representation by AIRR in agreeing to these Terms;
 - e. represents and warrants that it has obtained, or has had the opportunity to obtain but has decided not to obtain, legal, financial and taxation advice in relation to these Terms; and
 - f. represents and warrants that all information it has provided to AIRR in the Application Form and otherwise in connection with these Terms is true, complete and correct.

GST and Invoices

12. Each Prepayment includes GST.
13. Any additional consideration received by the Customer from AIRR when the customer purchases the goods or services will be subject to GST.
14. If the GST payable on a taxable supply by AIRR is varied for any reason, the consideration payable under these Terms must be increased or decreased to reflect that variation of the GST.
15. In these Terms, "GST" has the same meaning as in the A New Tax System (Goods & Services) Act 1999 (Cth).

Privacy

16. Information collected in the Application Form will be handled in accordance with AIRR's Privacy Policy ("Privacy Policy"). The Privacy Policy explains how AIRR will comply with the Australian Privacy Principles set out in Schedule 1 of the *Privacy Act 1988* (Cth), and the purposes for which AIRR may use the Customer's personal information.
17. Amongst other things, AIRR will:
 - a. take all reasonable steps to protect the Customer's personal information from misuse, loss, unauthorised access, modification or disclosure;
 - b. collect personal information from the Customer in order to:
 - i. consider the Customer's application to participate in the Program;
 - ii. maintain the Customer's contact details;
 - iii. advertise, promote and provide the Customer with products or services distributed by AIRR; and
 - iv. process transactions to which the Customer is a party.
18. A copy of the Privacy Policy is available from www.airr.com.au or upon request from AIRR.



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- 19. By executing this document, and subject to any mandatory restrictions imposed by relevant privacy laws, the Customer authorises AIRR to do any of the things described, referred to or contemplated herein.
- 20. AIRR may also use and disclose the Customer's personal information to send marketing material about other products and services that may be of interest, in accordance with the terms of the Privacy Policy. The Customer may, at any time, advise AIRR Privacy Officer that it does not want to receive information about such products and services.

- 21. Customers may access personal information held about them by contacting AIRR's Privacy Officer between 9am and 5pm (EST time) Monday to Friday (except public holidays in Victoria) on:

Telephone: 03 5821 0922

Email: airr@airr.com.au

Post: The Privacy Officer, AIRR, 74-76 Drummond Road, Shepparton VIC, 3630

Applicant Verification:

Customer identity verification may be required for compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. AIRR will be in contact with the Customer if necessary.

Prepayment Amount:

Minimum \$10,000, no maximum limit

EXECUTED BY:

Sole Trader or Partnership

Company

In accordance with section 127(1) of the Corporations Act And if only one person has signed, that person states that he/she signed as the sole director and sole company secretary of the company.

Signature 1

Signature 2

Full Name
Date

Full Name
Date

Signature 3

Signature 4

Full Name
Date

Full Name
Date

STORE USE ONLY

Cost Centre:

Amount:

Recommended by: Branch Manager

Signature

Retail Network Manager (if required)

Signature

Full Name
Date

Full Name
Date

CREDIT OFFICE USE ONLY

Amount
Approved:

Credit Officer

Signature

Region Credit Manager (if required)

Signature

Full Name
Date

Full Name
Date