



RETENTION OF TITLE AGREEMENT

“Retention of Title by AgriExchange Pty Ltd:

Until full payment in cleared funds is received by AgriExchange Pty Ltd (the Supplier) for all goods supplied by it to the Client, as well as all other amounts owing to the Supplier by the Client under any other contract:

- (a) legal title and property in all goods supplied under this contract remain vested in the Supplier and do not pass to the Client;
- (b) the Client holds the goods as fiduciary agent and bailee for the Supplier;
- (c) the Client must keep the goods separate from other goods and maintain the labeling and packaging of the Supplier so that they are readily identifiable as the property of the Supplier, however failure to comply with these requirements will not affect the Supplier's title and property to the goods;
- (d) the Client must not sell the goods except in the ordinary course of the Client's business;
- (e) the Customer holds and agrees to hold the proceeds of any sale of the goods on trust for the Supplier in a separate account in to which no other monies shall be paid; however failure to deposit the proceeds of a sale into a separate account or to keep those monies separate will not affect the Client's obligation to deal with the proceeds as trustee of the proceeds for the Supplier. The proceeds of the sale of goods supplied will be held on trust for the Supplier until actual payment of the proceeds is made to the Supplier;
- (f) the Supplier may without notice, enter any premises where it suspects the goods may be located and remove them without committing a trespass, notwithstanding that they may have been attached to other goods or land not the property of the Supplier, and for this purpose the Client irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims demands or actions by any party arising from such action.

The Seller and Client agree that nothing in this clause creates a charge in favour of the Seller which is registrable under the Corporations Act 2001 (Cth) or the Bills of Sale Act 1886 (Cth)