

SKYCROPPERS PTY LTD TERMS AND CONDITIONS OF AERIAL APPLICATION

1. SkyCroppers Pty Ltd warrants to use its best endeavours to undertake the application based upon the instructions contained in the aerial application job order form. Unless the aerial application job order form is fully completed and signed where indicated SkyCroppers Pty Ltd is released and indemnified by the contracting grower/farmer from all actions, suits, claims, demands, costs, damages and expenses due to the application or any pre-application tasks howsoever arising. This clause is a fundamental term of this agreement.

2. If adverse environmental conditions, including adverse weather conditions, cause any delay in the application from that represented in the spray order form (which environmental conditions shall be within the sole discretion of SkyCroppers Pty Ltd), SkyCroppers Pty Ltd will not be liable for any costs, claims, suits, demands or any consequential damages or losses of the contracting grower/farmer due to the delayed application.

3. Any liability of SkyCroppers Pty Ltd for breach of any provision of or term implied by Division 2 of Part V of the *TradePractices Act 1974* (Cth) or equivalent state legislation shall not exceed the resupply of the application in question or payment of the cost of resupply.

4. In no event whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall SkyCroppers Pty Ltd be liable for any special, consequential, incidental, exemplary, aggravated or penal damages or expenses including but not limited to loss of profit, goodwill, reliance loss, costs or claims by third parties. This warranty is exclusive of all other warranties or remedies whether written, oral, implied or statutory. Any and all implied warranties of merchantability, fitness for a particular purpose, course of dealing or usage of trade are hereby expressly disclaimed and excluded as allowable under the law.

5. Payment to SkyCroppers Pty Ltd shall be made within 30 days from month of invoice and must be received by SkyCroppers Pty Ltd before any dispute or claim can be made in relation to the application.

6. The contracting grower/farmer or their agronomist or agent warrants that it will notify SkyCroppers Pty Ltd of all relevant and accurate information necessary for the applicator to carry out all appropriate planning and hazard and risk assessment and management. Such information shall include but not be limited to hazards (including power lines and SWER lines in or near the application area) and obstructions; susceptible crops; grazing livestock; environmentally susceptible areas; school bus runs and

times; staff or contractors working in or near the application area and times of their entry/exit.

7. Any requirement for neighbour notification, either specified on label or through State legislation, industry code of practice or other means shall be the responsibility of the grower/farmer.

8. The contracting grower/farmer acknowledges that if during the course of the application it is necessary to dump a load of chemical due to requirements of safety there will be no right of action on behalf of the contracting grower/ farmer against SkyCroppers Pty Ltd.

9. By entering the agreement the contracting grower/farmer warrants and acknowledges that any chemical required by them to be applied by SkyCroppers Pty Ltd is a registered chemical for the application required and that the application conforms to the label of the pesticide and to any relevant State legislation.

10. The contracting grower/farmer warrants that the product rate and application is in accordance with the relevant registered label and that the product is registered. If that is not the case the contracting grower/farmer agrees to indemnify SkyCroppers Pty Ltd for any loss or damage including any loss of business of SkyCroppers Pty Ltd.

11. Any use of odorous chemicals shall be at the sole risk of the grower/farmer and the grower/farmer indemnifies the applicator from any actions arising out of the use of such chemicals.

12. The grower/farmer or their agent accepts that it is at the sole discretion of SkyCroppers Pty Ltd what means are taken to ensure the management of chemical drift. Such means could include but not be limited to aircraft set-up, application technique, water rates, use of buffer zones or waiting for better weather conditions.

13. The grower/farmer accepts that there may be some areas of the application site that may not be able to be treated optimally due to the presence of hazards to safe flying including but not limited to trees, power lines and associated infrastructure, paddock shape, environmentally sensitive areas, and waterways. The grower/farmer indemnifies the applicator against any loss of yield or other issues arising from such.

14. The grower/farmer agrees to ensure that all staff, contractors, visitors or others are not permitted to enter or be within the application site or immediate surrounds for the time commencing from 30 minutes before the commencement of application until 30 minutes after the completion of the application or for the period prescribed for reentry into the application site on the chemical label, whichever is the longer.

15. If payment for any application by SkyCroppers Pty Ltd is outstanding by the contracting grower/farmer, according to these terms and conditions, SkyCroppers Pty Ltd is entitled at its option not to undertake any further applications.

16. The contracting grower/farmer represents and warrants that he was not induced to enter into this agreement by and did not rely on any representations or warranties made by the aerial applicator or SkyCroppers Pty Ltd servants or agents about the subject matter of this agreement. The contracting grower/ farmer further acknowledges and warrants that these conditions of spraying contract are the whole agreement between the parties and may not be varied except in writing.

17. The term "SkyCroppers Pty Ltd" in these conditions of spraying contract means the owner or the operator of any aircraft used in the application, the pilot of any aircraft used in the application, servants or agents of either the owner, operator or pilot, contractors or subcontractors of the owner, operator or pilot or any associated or subsidiary companies of the owner, operator or pilot.

18. The contracting grower/farmer hereby agrees and warrants that if he is approached by any government instrumentality including but not limited to the EPA, WorkCover or CASA or equivalent, the contracting grower/farmer will immediately notify SkyCroppers Pty Ltd and provide whatever assistance SkyCroppers Pty Ltd may require concerning the government instrumentality's enquiry including but not limited to all documents relating to the application.

19. Upon signing of these terms and conditions the person warrants that they have authority to bind the corporate entity (if applicable) and also acknowledges that if the corporate entity cannot pay the application costs they will be personally liable for the application costs.

20. The person signing the aerial application job order form, or authorizing a SkyCroppers Pty Ltd staff member to sign on their behalf, acknowledges that they have read and understood the terms and conditions.

Dated 27 July 2022