

# Farm Inputs Prepayment Reward Program 2023

- ✓ 5% pa Reward Dollars
- ✓ Security of supply
- ✓ Simple and flexible
- ✓ No account keeping fees



**CGS**

Growing Success

# Farm Inputs Prepayment Reward Program 2023

## CGS INVITES YOU TO PARTICIPATE IN THE 2023 FARM INPUTS PREPAYMENT REWARD PROGRAM.

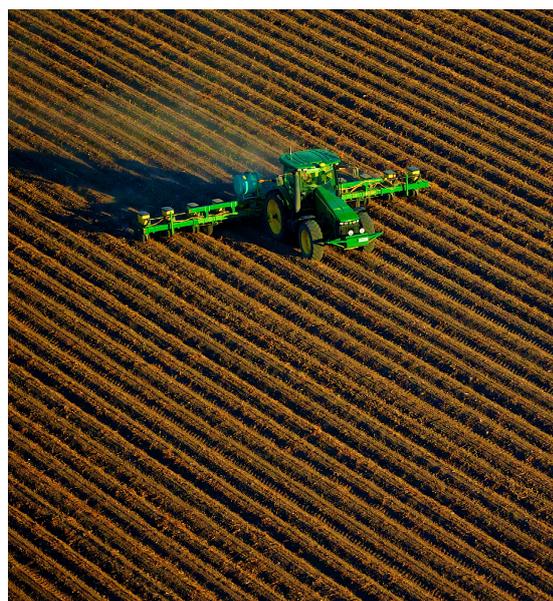
This is a Prepayment Program to assist with the purchase of your future farm input needs.

The Prepayment Reward Program closes on the **29th June 2023** with funds needing to be received by this same date. Please discuss your needs with your local Branch Manager.

Prepayments attract added value, calculated at **5% pa**. CGS will credit your Trading Account with **Reward dollars** on a monthly basis which is visible on your monthly statement.

**Reward dollars** can be redeemed against future purchases from CGS but cannot be refunded, withdrawn or transferred.

- To be eligible for the CGS Pre-payment Program, your Trading Account must be within agreed payment Terms.
- Prepayments must be made before the close of business on the 29th June 2023.



- The minimum amount which can be prepaid is \$10,000 and there is no maximum, subject to your reasonable forecast for purchases of CGS products and services in the following 12-month period.
- CGS will apply **Reward dollars** calculated at 5% per annum on the prepayment amount, credited monthly. Reward dollars will be visible on your CGS Trading Account.
- Prepayments must be used within 12 months from payment date and cannot be withdrawn or refunded under any circumstances.
- There are no account keeping fees or charges associated with the Program.



# Farm Inputs Prepayment Reward Program 2023 Application Form

DATE

AUTHORISED GROWER REPRESENTATIVE

BUSINESS NAME

CGS ACCOUNT CODE

EMAIL CONTACT

PHONE

PREPAYMENT AMOUNT (INCL. GST)

GST

WINTER CROP ESTIMATE

SUMMER CROP ESTIMATE

## FORECAST PREPAYMENT PURCHASES

BIOTECH FEES

YES

NO

SEED

YES

NO

AGCHEM

YES

NO

FERTILISER

YES

NO

AGRONOMY

YES

NO

OTHER (SPECIFY)

YES

NO

## AUTHORISATIONS

GROWER

NAME

AUTHORISED SIGNATURE

CGS NAME

CGS POSITION

AUTHORISED CGS SIGNATURE

# Farm Inputs Prepayment Reward Program 2023

## Terms and Conditions

By completing the attached Application Form, the Customer applies to participate in the CGS Prepayment Reward Program ("Program") with Cotton Growers Services Pty Ltd ("CGS"), ABN: 15 001 723 048.

CGS will assess the Customer's application and, if approved, allow the Customer to participate in the Program on the following Terms and Conditions.

### TERMS AND CONDITIONS

1. To participate in the Program, the Customer must transfer no less than \$10,000.00 to CGS on or before 29th June 2023.
2. CGS will apply Reward dollars to prepayments made by the Customer to participate in the Program. CGS will apply a credit to your Trading Account at a rate of 5% per annum, credited monthly. Reward dollars will be visible on your monthly statement.
3. CGS will not charge the Customer any account keeping fees for participating in the Program.
4. Prepayments paid to CGS as part of the Program cannot be refunded to the Customer or to any other person under any circumstances. Such prepayments can only be used to purchase products and services from CGS.
5. CGS may use any prepayments made by the Customer as part of the Program to pay any other amounts that are due, owing and payable by the Customer to CGS, if the Customer is:
  - a. in breach of these Terms and Conditions or any other agreement it has entered into with CGS; or
  - b. insolvent within the definition of section 95A of the Corporations Act 2001 (Cth).

### GOVERNING LAW

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

### ASSIGNMENT

7. The Customer may not assign, transfer or sub-license its rights under these Terms and Conditions without CGS's prior written consent.

### ACKNOWLEDGEMENTS AND WARRANTIES

8. 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, understood and agrees to these Terms and Conditions;
  - c. acknowledges that the Terms and Conditions are reasonably necessary for CGS to provide the Program for the Customer and to protect CGS' legitimate interests;

- d. acknowledges that it has not relied on any representation by CGS in agreeing to these Terms and Conditions;
- 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 Conditions; and
- f. represents and warrants that all information it has provided to CGS in the Application Form and otherwise in connection with these Terms and Conditions is true, complete and correct.

### GST AND INVOICES

9. Each prepayment includes GST.
10. When a prepayment is made, CGS will issue the Customer with a tax invoice which will specify both the GST component, and the remaining component, of the prepayment.
11. CGS will remit the GST component of each prepayment to the Australian Taxation Office.
12. When the Customer purchases goods or services from CGS using amounts paid by way of prepayment, CGS will issue the Customer with:
  - a. a further tax invoice for the supply of goods or services (which will include GST); and
  - b. 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).
13. If the GST payable on a taxable supply by CGS is varied for any reason, the consideration payable under these Terms and Conditions must be increased or decreased to reflect that variation of the GST.
14. In these Terms and Conditions, "GST" has the same meaning as in the A New Tax System (Goods & Services) Act 1999 (Cth).

### PRIVACY

15. Information collected in the Application Form. CGS 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 supplied by CGS; and
    - iv. process transactions to which the Customer is a party.
16. By executing this agreement, and subject to any mandatory restrictions imposed by relevant privacy laws, the Customer authorises CGS to do any of the things described, referred to or contemplated herein.



# CGS

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