



These Terms and Conditions (“Terms”) apply to all laboratory testing and analytical services, and related services (“Services”) supplied by **Back Paddock Company Pty Ltd ABN (065 094 019 619)** (“Supplier”, “we”, “us”) to the applicant (“Customer”, “you”).

By submitting a Trade Credit Application, placing an order, or requesting Services on credit, the Customer confirms that it has read, understood, and agrees to be bound by these Terms and Conditions.

## **1. Credit Approval**

1.1 Approval of a trade credit account is at the sole discretion of the Supplier.

1.2 The Supplier may set, vary, or withdraw a credit limit at any time without notice.

1.3 Credit approval applies only to the Customer named in the application and is not transferable.

## **2. Pricing and Invoicing**

2.1 Prices for Services are as advised at the time of order or in accordance with the Supplier’s current price list.

2.2 The Supplier may invoice progressively or upon completion of Services.

2.3 Testing fees charged by third-party laboratories may be varied without notice and will be invoiced to the Customer at cost or as otherwise agreed.

## **3. Payment Terms**

3.1 Unless otherwise agreed in writing, payment terms are within **14 days from invoice date**.

3.2 All invoices must be paid in full, without deduction, set-off, or counterclaim.

3.3 Time for payment is of the essence.

## **4. Overdue Accounts**

4.1 Interest may be charged on overdue amounts at **0.5% per calendar month**, calculated monthly from the due date until payment in full.

4.2 The Customer is liable for all reasonable costs incurred by the Supplier in recovering overdue amounts, including legal and debt collection costs on a solicitor–client basis.

4.3 An administration fee of \$20 may be charged for each overdue invoice.

4.4 The Supplier may suspend reporting of results or further Services while any invoice remains unpaid.

## **5. Suspension or Cancellation of Credit**

5.1 The Supplier may suspend or cancel the Customer's credit account immediately if the Customer:

- fails to pay any amount when due;
- exceeds the approved credit limit;
- becomes insolvent or enters external administration; or
- provides misleading or false information.

5.2 Upon suspension or cancellation, all outstanding amounts become immediately due and payable.

## **6. Sample Handling and Testing Limitations**

6.1 The Customer acknowledges that analytical results are dependent on:

- sample collection methods;
- sample condition, storage, and transport;
- inherent spatial and temporal variability in soils, plants, and water

6.2 The Supplier is not responsible for errors arising from:

- incorrect or non-representative sampling;
- delayed, damaged, or contaminated samples;
- information provided by the Customer that is incomplete or inaccurate.

## **7. Reporting and Interpretation**

7.1 Test results and any interpretations or recommendations are provided for **general decision-making support only**.

7.2 The Supplier does not warrant crop performance, yield outcomes, fertiliser responses, or economic returns.

7.3 The Customer remains responsible for all management decisions made in reliance on the Services.

## **8. Third-Party Laboratories**

8.1 Where testing is conducted by third-party laboratories, the Supplier acts as an intermediary only.

8.2 The Supplier is not liable for delays, errors, or omissions attributable to third-party laboratories, except to the extent required by law.

## **9. Liability**

9.1 To the maximum extent permitted by law, the Supplier's liability is limited to the re-performance of the Services or refund of the relevant invoice amount, at the Supplier's option. Where the Australian Consumer Law applies, the Supplier's liability is limited to the remedies permitted under section 64A of the Competition and Consumer Act 2010 (Cth)."

9.2 The Supplier is not liable for any indirect, consequential, or economic loss, including loss of profit, yield, or opportunity.

## **10. Privacy and Credit Information**

10.1 The Customer authorises the Supplier to collect, use, and disclose personal and credit information in accordance with the Privacy Act 1988 (Cth).

10.2 This includes obtaining credit reports, making credit enquiries, and disclosing payment defaults where applicable.

## **11. Governing Law**

11.1 These Terms are governed by the laws of Queensland, Australia.

11.2 The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

## **12. Variation**

12.1 The Supplier may vary these Terms by providing written notice or publishing updated Terms.

## **13. Data Ownership and Use**

13.1 All analytical results, reports, and raw data generated from the Services that specifically identify the Customer or their samples ("Customer Data") remain the property of the Customer.

13.2 The Supplier may retain copies of Customer Data for record-keeping, quality assurance, compliance, and internal operational purposes.

13.3 The Customer grants the Supplier a non-exclusive, royalty-free, perpetual licence to use Customer Data in **de-identified and aggregated form** for:

- benchmarking and trend analysis;
- method validation and quality control;
- research and development;
- reporting industry insights; and
- improving the Supplier's services and products.

13.4 The Supplier will not disclose Customer Data in an identifiable form to any third party without the Customer's consent, except where required by law.