



Under License from AVS

Price List

All Prices are GST Inclusive

Valid until 30th June 2018

Ring 1300 655 474 for current prices

Standard NIR Analysis

For hays, silage,
pasture, grains

\$63.80

3 Working Days

\$89.32

1 Working Day

Non-NIR Analysis

For other feeds with no
content NIR calibration

\$143.00

10 Working Days (both)

\$192.50

For feeds with high fat

Fodder Quality Analysis

Transition Package

\$165.00

5 Working Days

Dairyland (CNCPS)

\$66.00

3 Working Days

Dairyland (CNCPS - Plus FeedTest)

\$93.50

3 Working Days

Dry Matter/Moisture

\$22.00

1 Working Days

Starch & Sugar

\$88.00

5 Working Days

Yeast & Mould

\$22.00

7 Working Days

Mineral Analysis

Group 1 (Aluminium, Boron, Calcium, Chloride, Copper, Iron, Magnesium, Manganese, Phosphorus, Potassium, Sodium, Sulphur and Zinc)

\$143.00

10 Working Days

Group 2 (Aluminium, Boron, Calcium, Chloride, Copper, Iron, Magnesium, Manganese, Phosphorus, Potassium, Sodium, Sulphur, Zinc, Cobalt, Molybdenum and Selenium)

\$165.00

10 Working Days

Credit Card Payment Authorization

Name:.....

Address:.....

Telephone:..... Email:.....

I am paying by; ☐ Visa ☐ Mastercard

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Name on Card:.....

Expiry Date:..... Amount:..... Signature:.....

Australian Wool Testing Authority Ltd – Trading as Agrifood Technology ABN 43 006 014 106
FEEDTEST, PO Box 728, Werribee, Vic 3030
Telephone 1300 655 474 Facsimile 03 9742 3344 Email feed.test@agrifood.com.au

FEEDTEST SERVICE TERMS & CONDITIONS FOR ANALYSIS OF SAMPLES

1. **Application**
These Terms and Conditions apply to the supply by Australian Wool Testing Authority Ltd (**AWTA Ltd**) trading as Agrifood Technology (ABN 43 006 014 106) (**we or us**) of the **FEEDTEST** service (**Services**) to the Customer (**you**) (an "**agreement**").
2. **Acceptance**
By submitting the Sample and the Sample Information Sheet to us you will be deemed to have accepted these Terms and Conditions.
3. **Offer**
You acknowledge and agree that:
 - 3.1 Submission of a Sample constitutes an offer to us to analyse the Sample, which we are free to either accept or reject;
 - 3.2 You have obtained and submitted the Sample in accordance with the instructions contained in the sample kit.
4. **"Consumer" means:**
 - (a) an individual acquiring goods or services wholly or predominantly for personal, domestic or household use or consumption; or
 - (b) a person acquiring goods or services at a price not exceeding \$40,000; or
 - (c) a person acquiring goods or services ordinarily acquired for personal, domestic or household use or consumption.
5. **Entire Agreement**
 - 5.1 Clause 5.2 and 5.3 shall not apply to a Consumer.
 - 5.2 Unless agreed in writing, these are the only terms and conditions that apply to each agreement between us for the provision of Services.
 - 5.3 These terms supersede and exclude all prior and other discussions, representations and arrangements relating to the Services.
 - 5.4 Where you are not a Consumer, these terms will apply to the exclusion of all other terms and conditions for the provision of the Services.
 - 5.5 We may amend these terms at any time by notifying you, including in any one or more of the following ways:
 - (a) printing the amended terms and supplying them with a quotation;
 - (b) referring to the amendments and/or printing the amended terms in a newsletter or Fees List; or
 - (c) posting the amended terms on our internet site (www.awta.com.au).Your continued use of our Services after such notice will constitute acceptance of the amendment.
6. **Warranties, Guarantees and Liability**
 - 6.1 This clause does not apply to a Consumer with the exception that clause 6.4 shall apply where Services are acquired at a price not exceeding \$40,000 and are not of a kind ordinarily acquired for personal, domestic or household use or consumption.
 - 6.2 We will carry out the Services with due professional care and skill.
 - 6.3 Other than the warranties contained in 6.2, to the maximum extent permitted by law, all warranties and guarantees expressed or implied by statute, common law, equity, trade, custom or usage or otherwise in relation to the provision of the Services, are expressly excluded. Where the exclusion of any of the warranties and guarantees referred to in this sub-clause would be illegal, our liability for breach of such warranty or guarantee is limited in the manner set out in sub-clause 6.4.
 - 6.4 AWTA Ltd's liability for its breach of sub-clause 6.2 or a non-excludable consumer guarantee implied into these terms by law is limited to any one of the following as determined by us:
 - (a) the supplying of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.
 - 6.5 To the extent permitted by law and not withstanding anything else contained in these terms, where you are not a Consumer, we exclude all liability whatsoever to you arising out of or in any way connected with the Services for any loss of profits, loss of business revenue, failure to realise expected profits or savings, overhead costs, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements, other economic losses or any consequential or indirect losses of any kind howsoever arising and whether caused by breach of statute, breach of contract, negligence or other tort.
7. **Prices**
 - 7.1 The prices payable by you for the supply of the Services are those specified on our then current price list, which we may vary at any time by providing you with prior notice.
 - 7.2 We may invoice you for the Services at any time after completion of analysis and you must pay our invoice within 30 days of the end of the month in which our invoice is issued.
 - 7.3 If you exceed our payment terms we may refuse to conduct further Services for you and any related party until payment in full is made or alternative payment methods are arranged and agreed between us.
8. **Taxes**
GST, sales, value added or any other applicable government tax or duty will be added to the fee for the Services and will be payable by you at the same time payment of the fee is due. In the case of GST, we will ensure that our invoice to you constitutes a "tax invoice" for the purposes of applicable GST legislation.
9. **Testing Material**
 - 9.1 You are responsible for ensuring that all Sample material is properly representative.
 - 9.2 Results provided by us relate only to the Sample submitted. Due to the many scientific variables involved in conducting the Services, we do not warrant that any test results derived from a Sample will be identical or substantially similar to test results previously derived from a similar Sample, using the same testing service by us or a third party. You acknowledge that the Services may involve an element of subjective judgement.
10. **Service Time**
 - 10.1 While we make all reasonable endeavours to complete the Services promptly, we are not liable for any loss arising from delay in carrying out the Services or producing a report or analysis containing the results.
 - 10.2 Where a completion time is not specified by us, we will make reasonable endeavours to complete the Services within a reasonable time from the receipt of the Sample by us.
11. **Acknowledgements**
You acknowledge that you rely on all results provided by us in connection with the Services at your own risk. You acknowledge that we have not made any Statement or other representations not expressly stated in these Terms and Conditions which has induced you to enter into the Services.
12. **Indemnity**
You must at all times indemnify us and our officers, employees, contractors and agents ("**those indemnified**") against any loss (including reasonable legal costs and expenses) or liability arising from any proceedings against those indemnified where such loss or liability was caused by:
 - (a) a breach by you of these Terms and Conditions; or
 - (b) incurred by those indemnified in enforcing any rights under these Terms and Conditions against you.
13. **Claims**
You will be deemed to have accepted the provision of the Services free of defects or other non conformity with these Contract Terms unless we receive a substantiated written claim as to any defects or other non conformity within 7 days from our completion of the supply of the Services.
14. **Force Majeure**
 - 14.1 The Services may be totally or partially suspended by us during any period in which we may be prevented or hindered from testing, delivery or supply through any circumstances outside our reasonable control or where such testing, delivery or supply is rendered materially more expensive by such circumstances.
 - 14.2 Circumstances beyond our reasonable control shall include without limitation, strikes, and other industrial action affecting AWTA Ltd, inability to obtain any necessary materials or inputs, equipment, facilities or services on usual terms, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication facilities.
 - 14.3 We shall not incur any liability to you in respect of such suspension.
15. **General**
 - 15.1 If part or all of any provision of these conditions or its application to any person or circumstance is illegal or unenforceable, the provision will be interpreted so as to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so interpreted, the provision or part of it will be severed from these conditions and the remaining provisions of these conditions continue in force.
 - 15.2 Where you comprise two or more persons, an agreement or obligation to be performed or observed by you binds those persons jointly and each of them severally.
16. **Sub-contracting**
We may, after notifying you, sub-contract all or part of the Services to an external laboratory. These Terms and Conditions (except this clause) apply to Services sub-contracted as if we had performed all of the Services ourselves.
17. **Use of Information**
 - 17.1 We retain copyright in all material produced in the performance of the Services. We reserve the right to use and disseminate the analytical results and information derived therefrom howsoever we see fit, save that we will ensure that it does not identify you or the relationship between you and the analytical results.
 - 17.2 Information submitted to us with your sample may be stored and used by us for the purpose of managing our business. This information will only be used in relation to the operation of the FEEDTEST business or as may be required by law.We are committed to protecting information provided in accordance with the principles of the Information Privacy Act 2000.
18. **Governing Law**
These Terms and Conditions are governed by the laws in force in Victoria and you and us each submit to the non-exclusive jurisdiction of the courts of that State. If any part of these Terms and Conditions are rendered ineffective, void, voidable, illegal or unenforceable, that part shall be severed therefrom and these Terms and Conditions shall be read and construed for all purposes as if that part were not contained therein.