



Black Urea® Service

Terms and Conditions

1. ACCEPTANCE OF TERMS

Advanced Nutrients Pty Ltd provides the Black Urea® Service to you subject to the following Terms and Conditions, which may be updated by us from time to time without notice to you. Advanced Nutrients may also offer other services that are governed by different Terms and Conditions.

2. DESCRIPTION OF SERVICE

Advanced Nutrients has the ability to coat a distributors/agents urea to produce the products: Black Urea® and Black DAP™. This will be a value add fee for service process and will be guided by the below terms.

3. TERMS

1. Advanced Nutrients under this Black Urea® Service will only coat urea and DAP.
2. The distributor/agent must supply Advanced Nutrients the manufacturer of the urea and or DAP before agreeing to undertake the Black Urea® Service.
3. A written order from the distributor/agent for the specified product to be coated and a return release number from Advanced Nutrients qualifies as an agreement to undertake the Black Urea® Service.
4. Advanced Nutrients has the right to not do the Black Urea® Service for the distributor/agents urea and or DAP if it is believed to be not physically or chemically compatible with the liquid coating.
5. To assist distributor/agent Advanced Nutrients will have a data base of manufacturing companies that are compatible with the liquid coating.
6. If Advanced Nutrients and the distributor/agent are unsure of the source of the urea and or DAP, Advanced Nutrients will conduct a compatibility test to confirm it can be coated and reply to distributor/agent the results within 24 hours.
7. Advanced Nutrients will collect and transport the distributor/agent urea and or DAP from the supplier back to Advanced Nutrients facility in Dubbo in addition to the fees of the Black Urea® Service.
8. Advanced Nutrients will only collect bulk product from the urea and or DAP supplier and will be a minimum of 38t. If distributor/agent require less than 38t of product to be collected additional fees may apply.
9. Once the bulk urea and or DAP has undertaken the Black Urea® Service it can be collected as bulk, or packaged in 1 tonne bags. Additional costs apply over bulk for packaged product as stated on Advanced Nutrients price list.
10. A distributor/agent must nominate the required total tonnes to be collected and transported to Advanced Nutrients facility for a one month period.
11. Advanced Nutrients will collect product over a month at the discretion of Advanced Nutrients and will ensure supply of the ordered amount of Black Urea® and or Black DAP™ product to the distributor/agent within their order period.





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12. The distributor/agent will notify Advanced Nutrients of the date that all product must be collected by and Advanced Nutrients will collect and transport all urea and or DAP for distributor/agent within this specified time frame from the supplier.
13. The distributor/agent follows our standard practice in ordering the Black Urea® and or Black DAP™ as part of Advanced Nutrients Black Urea® Service.
14. The distributor/agent can request Black Urea® Service and if all terms are met can collect their ordered quantity of Black Urea® and or Black DAP™ product the same day if ordered quantity available.
15. If Advanced Nutrients warehouse is over the available storage capacity Advanced Nutrients has the right to not take any additional product to the warehouse. Advanced Nutrients will notify all distributor/agents when this circumstance may arise as early as possible.
16. The collection period of the coated product of Black Urea® and or Black DAP™ is under our normal terms and conditions of trade. Collection is 15 days from date of order. A distributor/agent must collect a 100% of their committed tonnes.
17. Advanced Nutrients shall indemnify the distributor/agent for all losses of product in excess of the shrink allowance by way of theft, unexplained disappearance of product, or any other loss/disposal of product not authorised by the distributor/agent. Losses shall be calculated on the basis of weighed out quantity from Urea/DAP supplier, weighed-in quantity at a registered public weigh bridge in Dubbo as evidenced by summation of weight-out from supplier and in-weighbridge dockets from Advanced Nutrients and weight-out quantity of the coated product of Black Urea® and or Black DAP™ (if any) (evidence by summation of out-weighbridge dockets). A shrink allowance of 0.5% (amortised over all products) will be based on the difference between out of supplier, in and out weights of Advanced Nutrients is agreed. In the case that product is not weighed out of supplier, in or out on Advanced Nutrients weighbridge, no shrinkage guarantee is given.
Neither party shall be liable for losses caused by any event or condition beyond the control of such party, including but not limited to an act of God, strike, lockout, riot, civil commotion, earthquake, fire, flood, war or revolution or the closure of international trade routes.
18. All pricing, product quantity and any other matter with the Black Urea® Service will be held in the strictest confidence between Advanced Nutrients and the distributor/agent.
19. In addition to the terms set out above, the terms in our standard terms and conditions agreements and Credit Applications between the distributor/agent and Advanced Nutrients is applicable to this Black Urea® Service and to any supply of products outside this service.

