



## DLF SEEDS PRODUCT WARRANTY

### This product warranty is provided by:

PGG Wrightson Seeds (Australia) Pty Limited Trading As DLF Seeds  
13 Felstead Drive, Truganina, Victoria 3029, Australia  
**Phone:** 1800 619 910  
**Website:** [dlfseeds.com.au](http://dlfseeds.com.au)

Our warranties against defects in our product are subject to:

1. our terms of sale;
2. our product guides; and
3. the provisions of this product warranty.

### Australian Consumer Law

This product warranty applies to our customers who are a 'consumer' or 'small business' as defined under the Australian Consumer Law. Usually this means when we supply you with goods of a kind ordinarily acquired for personal, domestic or household use or consumption. This product warranty does not apply where our product:

- does not constitute goods of a kind ordinarily acquired for personal, domestic or household use or consumption; or
- you will only use our supply of product to you to transform it, in trade or commerce, in the course of a process of production or manufacture.

If you qualify as a 'consumer' or a 'small business' under the ACL, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Benefits to the consumer given by this warranty are in addition to other rights and remedies you may have as consumer under laws in relation to the goods we supply.



### Our commitment to replace or refund

Where we fail to comply with a consumer guarantee or our goods are materially defective, our liability is limited to providing you with the following (at our discretion):

- replacing the goods or the part of the goods which are non-compliant or defective; or
- refunding the goods or the part of the goods which are non-compliant or defective;

and compensation for any other reasonably foreseeable loss or damage

Due to the nature of our seed products, we cannot offer repairs.

These remedies are subject to the warranty terms below.

### Warranty period

Due to the nature of the seed product we supply, by default you will have 30 days after you purchase the seed. Then, if you sow the seed within this time and in the usual sowing season and in accordance with planting, establishment and management instructions or normal practice, you will then have a further [21] days of warranty period coverage (together, the **Warranty Period**).

The Warranty Period may be shorter or longer subject to the terms of the product guide specific to your product.

We note that if a defect occurs, it usually becomes apparent during the germination period of our seeds, being the [21] days after sowing.

### Warranty conditions

Our warranties are subject to you:

- complying with the terms of your order and terms of sale with us; and
- following our product guides and instructions for the relevant product.

The germination of our seeds will depend on a range of factors including but not limited to moisture, temperature, disease, pest control, soil fertility and other environmental



conditions. Additionally, the seeds are dependent on transport and storage methods, earth and planting conditions, and environmental (including geography, climate and weather) and growing conditions latent and patent. As many factors are outside our control, we cannot unconditionally guarantee or warrant against all defects that occur to crop resulting from our seeds.

All information provided by DLF Seeds is for general information purposes only. We cannot control your storage, planting and growing methods and conditions and so cannot provide any warranty that these are appropriate. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of our product guides as they relate to you and how you wish to use our product.

We make no express warranties or representations other than as set out in this product warranty or that you have a right to or are implied at law (and cannot be contracted out of).

### Eligibility for returns and refunds

DLF Seeds will not accept exchanges or refunds on goods that are damaged in any way for any reason other than the damage was directly caused by us or our delivery providers.

To be eligible for a return, the following conditions must be met:

- the product must be unused, in its original packaging and in the same condition as when you received it;
- the product must be supplied in packaged and sealed form, and not in bulk;
- we are satisfied that the defect was caused by us before the date of delivery;
- we are satisfied that the condition of the seeds has not deteriorated;
- the seeds are returned in the original packaging and is undamaged;
- you pay all costs associated with the return of the seeds (we will reimburse where the product is non-compliant or defective); and
- you provide evidence of purchase of the seeds from us to our satisfaction.



Where seeds have already been sown, a representative from DLF Seeds will attend your site to test the seeds, make an assessment.

Where seeds have not yet been sown and meet the above conditions, a representative from DLF Seeds will collect the seeds and test it at our preferred location.

### Returns and refunds

Consumers entitled to this product warranty must notify DLF Seeds of the relevant non-compliance or defect via email at [info@dlfseeds.com.au](mailto:info@dlfseeds.com.au) within the Warranty Period.

We will work promptly with you to make arrangements to assess and deal with the product that is subject of the claim.

DLF Seeds must agree in writing that the product is eligible for return prior to the return being made. If the product is eligible for a return, we will notify you via email how we will organise the return.

To assess your claim, we may require a sample to be sent to us or we may elect to visit your premises with an agronomist or other expert or representative to assist with such assessment (such election at our sole discretion).

If you do not provide us with a return sample and/or the access to your premises we require, you will not be eligible for a return, refund or other resolution in respect of the product or your transaction with us.

Once we have assessed your claim, we will provide a resolution within 30 days.

### Expenses

If it is shown that we failed to comply with a consumer guarantee or we have caused our goods to be materially defective, we will cover the reasonable costs of disposal of our product (as permitted at law), or for the return of the defective seed to us. The decision regarding disposal or return is at our sole discretion however we will act reasonably and take your circumstances into account.

If you return goods because of a change of mind, or return goods that are substantially compliant, not materially defective or the damage or defect arises from something that we are not responsible for or is out of our control, you will be responsible for all costs we incur in respect of returns (including carrier and storage costs), and any outstanding amounts you have owing to us will remain due and payable.