

PRODUCTION ADVANCE REQUEST FORM



SECTION 1: Your Details

Trading Name:	
National Grower Register (NGR) Number:	
Principal Contact Full Name:	
Telephone:	()

Section 2: Please nominate the AWB Contract(s) to which you would like the Production Advance to apply. The Production Advance is only available in respect Commitment Tonnage Contracts totalling greater than 100mt.

AWB Contract number/s	Commitment Tonnage Contract Type (e.g. Cash, Pool Access, Specialty Canola)	Total Quantity Committed (mt)

Section 3: Confirmation of crop information – forecast production

Please confirm that the production information provided in your Production Advance Application Form is current and remains accurate. Please tick:

- ☐ Yes the information provided in your Production Advance Application Form remains accurate at this time.
- ☐ No my circumstance have changed and I provide the following updated production information.

As At Date:					
Commodity	Planted Area (Ha)	Forecast Yield (mt/ha)	Average Yield (mt/ha)	Best Case Yield (mt/ha)	Worst Case Yield (mt/ha)
Wheat					
Canola					
Barley					
Other (Please specify)					

You and each person signing (or that is required to sign) this Application (jointly and severally the "**Applicant**") declares, acknowledges, agrees, warrants, represents and confirms that:

1. This Application is made to AWB Harvest Finance Pools Pty Ltd as trustee of for AWB Pool Trust (ABN 36 704 213 620) in relation to eligible AWB contracts with the trustee, or Cargill Australia Limited for all other eligible contracts, for acceptance by AWB in its absolute discretion. The Applicant understands that the full terms and conditions of the Production Advance are available at www.awb.com.au/production-advance.
2. If the Application is approved by AWB, AWB will issue the Applicant a Letter of Offer and Production Advance Offer – Addendum 2019/20 (or if the Applicant has already returned a signed Production Advance Offer – Addendum 2019/20 to AWB, only a Letter of Offer) to be accepted by the Applicant (**Production Advance Offer**). If the Production Advance Offer is accepted by the Applicant, this Application will form part of the terms and conditions of the contract between AWB and the Applicant in respect of the Production Advance.
3. The information provided by the Applicant in this Application is true and correct in every particular. AWB will be relying on the representations by the Applicant in the Production Advance Application Form and this Application in considering to offer the Production Advance to the Applicant.
4. If the Applicant is a company, a person acting in its capacity as trustee of a trust or a partnership, the persons signing this Application (jointly and severally) declare that:
 - 4.1. they have full authority and power to make this Application and make the representations in this Application in respect of the Applicant under the constitution of the company, trust instrument and partnership deed (respectively); and
 - 4.2. it is in the Applicant's best interests, in the best interests of all beneficiaries of the trust and all partners of the partnership (respectively) to obtain the Production Advance.
5. The Applicant has not committed an act of bankruptcy, the Applicant is not insolvent and has not entered into any arrangement, composition or assignment for the benefit of creditors.
6. You authorise us to collect and use any information related to you and in relation to Production Advance (including your personal information) for the purpose of managing our commercial relationship with you. You can view our privacy policy at www.awb.com.au/privacy.
7. The Production Advance applied for by the Applicant pursuant to this Application is, if approved, a pre-payment of part of the consideration payable to the Applicant in relation to its grain deliveries under the contracts specified in this Application and the Production Advance Offer accepted by the Applicant and is to be applied by the Applicant wholly or predominantly for the purposes of enabling it to produce the grain the subject of such contracts with AWB. The Applicant must pay to AWB any part of the Production Advance not used for the purposes of producing such grain.
8. The Applicant will at its own cost, on or before 31 October 2019 effect and thereafter maintain crop insurance with a reputable insurance company licensed to conduct insurance business in Australia in respect of all crops the subject of grain contracted to AWB. The Applicant will maintain this crop insurance until all grain contracted to AWB is delivered to AWB. You will, whenever requested by AWB, make available for inspection and provide to AWB, evidence of the policy or policies of insurance or such other insurance related information required by AWB.
9. This document has been prepared for 'eligible growers' and is not intended for use by any other person. Nothing in this document constitutes financial product or investment advice, a risk management strategy, a recommendation or an offer with respect to Production Advance. To the fullest extent permitted by law, neither us nor any of our associates and related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) (or any of our or their directors, employees or agents) accept any liability for any loss or damage arising out of the use of all or any part of this document. This disclaimer section will prevail in the event of any inconsistency other provisions of this document.
10. A term or part of a term in this Application that is illegal or unenforceable may be severed from this Application and the remaining terms or parts of the term of this Application continue in force.
11. Any term not defined in this Application has the same meaning as this term is given in the Production Advance Offer – Addendum 2019/20.
12. The Applicant agrees to all of the above terms and conditions by signing the Application.

IMPORTANT

You should **only** sign this declaration if this Production Advance is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

If you are an individual/sole proprietor

Signature:

✕

Print

Name: _____

Date: / /

If you are a partnership

Signature:

✕

Signature of partner

Print

Name: _____

Date: / /

Signature

✕

Signature of partner

Print

Name: _____

Date: / /

If you are a company/ corporate partner/ corporate trustee (please insert the name in the space provided below)

Executed in accordance with section 127 of the
Corporations Act 2001 (Cth) by

Signature:

✕

Signature of director

Name of director (print)

Signature:

✕

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)