



CREDIT APPLICATION PRODUCT USE DISCLAIMER

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1. This Disclaimer applies to any and all compounds and mixtures prepared by FertPro with the Customer's input.
2. The "Customer's input" includes but is not limited to comments, suggestions and/or directions from the Customer regarding:
 - a) any one or more of the ingredients of the compound or mixture;
 - b) the ratio or amount of any ingredient/s in the compound or mixture;
 - c) the order in which any ingredient is applied to the compound or mixture; and/or
 - d) the manner in which any ingredients in the compound or mixture are combined.
3. The Customer engages and remunerates FertPro for the purposes of sourcing and providing ingredients (where appropriate) and preparing the compound or mixture in accordance with the Customer's input.
4. The Customer acknowledges and agrees that FertPro makes no representation as to the efficacy of any compound or mixture prepared with the Customer's input and provides no assurance or warranty that the compound or mixture will have an effect sought by the Customer (whether communicated to FertPro or not) or that the compound or mixture will have any effect (positive or negative).
5. To the fullest extent legally possible, FertPro will not be liable to the Customer on any legal basis (including negligence) for any loss or damage whatsoever, including (without limitation) loss of production or operation time, loss or damage to property, loss of opportunity, revenue, profit or goodwill, personal injury or death or any special, incidental, consequential, punitive or exemplary damages arising out of or in connection with the use of a compound or mixture, even if FertPro has been advised of the possibility of such damages.
6. If applicable legislation implies warranties or conditions on the part of FertPro, or imposes obligations or liability on FertPro that cannot be wholly or partly excluded, restricted or modified by any other clause in this Disclaimer, FertPro's liability is limited, to the fullest extent legally possible, to (at its election):
 - a) replace the compound or mixture;
 - b) supply an equivalent compound or mixture;
 - c) repair the compound or mixture;
 - d) pay the cost of replacing the compound or mixture; or
 - e) pay the cost of repairing the compound or mixture.