

# NEW ACCOUNT FORM

## GROWER DETAILS

Grower Account Name

ABN

Grower Account Number

NGR Number

Postal Address

Town / Shire

State

Postcode

Physical Address

Town / Shire

State

Postcode

Business Phone No.

Business Fax No.

Business Email

Full Property Name/s delivering cotton under this Grower Account

### Know Your Customer Details

You are a (please tick)

Landowner

Sharefarmer

Leasee

Number of Years In Operation

Number of Years Growing Cotton

Type (please tick)

Rain Grown

Irrigated

Both

Total Cotton Hectares

Rain Grown

Irrigated

Total Arable Land (in hectares)

Estimated Cotton Production (in bales)

What other crops are grown

*This information is very important for us to ensure you attain the highest possible Credit Rating within the LDC Rating System.*

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Grower Account Number

## Payment Details:

### Account to be Credited when being paid in Australian Dollars

Full Account Name

Name of Bank

Name of Branch

BSB Number

Account Number

If the above account is not to receive 100% of the proceeds under the above Grower Account Number,  Express as % only  
please insert the percentage to apply to this account.

### Account to be Credited when being paid in US Dollars

Full Account Name

Name of Bank

Name of Branch

BSB Number

Account Number

If the above account is not to receive 100% of the proceeds under the above Grower Account Number,  Express as % only  
please insert the percentage to apply to this account.

## Registered Crop Liens

Please list any encumbrances over the crop or your Assets that impact the distribution of Crop Proceeds .

*Financier*  
*(Bank's Name)*

*Contact Name*  *Mobile No.*

*Email*  *Phone No.*

Please record the contact details for the Grower and their representatives in this section.

**Primary Contact Details**

Phone No.  Mobile No.  Fax No.

Spouse's Name

Email Address  **Documentation required** All / Contractual / Financial / Classing  
**(please circle)**

**Alternative Contact Person**  
**(if any)**

Phone No.  Mobile No.  Fax No.

Email Address  **Documentation required** All / Contractual / Financial / Classing  
**(please circle)**

**Farm Manager Details**

Phone No.  Mobile No.  Fax No.

Email Address  **Documentation required** All / Contractual / Financial / Classing  
**(please circle)**

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## Agronomist's Details

Phone No.

Mobile No.

Fax No.

Email Address

## Marketer's Details

Phone No.

Mobile No.

Fax No.

Email Address

**Documentation required** All / Contractual / Financial / Classing  
(please circle)

## Broker's Details

Phone No.

Mobile No.

Fax No.

Email Address

**Documentation required** All / Contractual / Financial / Classing  
(please circle)

Please Note classing reports will be forwarded directly to you from ProClass Pty Ltd. LDC Enterprises Australia Pty Ltd will provide your email details directly to ProClass for this purpose.

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**SHARE FARMING ARRANGEMENTS** *this page only needs to be completed if there is a share farming arrangement currently in place. If not, please proceed to Terms and Conditions and Grower's Authorisation sections.*

Landholder's Name

Landholder's ABN

Contact Person

Email

Phone No.

Fax No.

Date Agreement Expires

What area does the agreement cover?

All cotton area on the above noted property / ies

All irrigated cotton area on the above noted property / ies

All dryland cotton area on the above noted property / ies

Other

Does the Landholder have any rights over the cotton or cotton proceeds?

No

Yes (please provide details below)

Are you marketing any cotton on behalf of the Landholder?

No

Yes

Is the Landholder entitled to any of the proceeds under any contract under the Grower Account ?

No

Yes

If yes to previous, what is the split of the share of proceeds to apply?

(Grower's Share %)

(Landholder's Share %)

The Third Party hereby consents to the Grower entering into any form of contract with Louis Dreyfus Company (for further detail refer "Powers of Authorised Persons").

**I/We** warrant to Louis Dreyfus Company that the above information provided by us is true and complete and Louis Dreyfus Company may rely on this disclaimer to be current until further written notice is received from us. I/we further warrant to undertake to immediately disclose to Louis Dreyfus Company any third party interests in any contract under the Grower's Account that is created after the date of this disclosure document .

## Grower

Dated

Authorised Officer's Signature

Authorised Officer's Full Name

## Landowner

Dated

Authorised Officer's Signature

Authorised Officer's Full Name

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Grower Account Number



## TERMS AND CONDITIONS

### General

1. This Authority is required to be executed by all parties to the Grower Account Number (as shown below) and any person or persons authorised by the Grower to execute documents and enter into arrangements between the Grower and LDC Enterprises Australia Pty Ltd ABN 13 003 415 950 trading as Louis Dreyfus Company.
2. The Grower warrants the account name nominated is the legal and beneficial owner of the crop.
3. The Grower acknowledges and consents to Louis Dreyfus Company sharing all information contained on this form (excluding bank information) with Proclass.
4. These terms and conditions shall be governed and construed in accordance with the law and any dispute arising out of terms and conditions shall be subject to the jurisdiction of the court.

### Payment Details

The Grower authorises and requests **LDC Enterprises Australia Pty Ltd ABN 13 003 415 950 trading as Louis Dreyfus Company**, **until further notice in writing**, to arrange for any monies that Louis Dreyfus Company may owe to the Grower under the above Grower Account to be paid to the account or accounts identified below through its Banker's Electronic Funds Transfer system subject to the following terms and conditions :-

- a) The Grower acknowledges that Louis Dreyfus Company will make payments to the Grower on those details supplied to Louis Dreyfus Company (including details made available to Louis Dreyfus Company on the NGR website) and indemnifies Louis Dreyfus Company from any liability or loss should any of these details be incorrect or change without Louis Dreyfus Company being given 14 days prior written notice
- b) Louis Dreyfus Company will make any such payment that falls due to the Grower on a Business Day, which is not a public or local Brisbane holiday or a weekend (Saturday or Sunday). In the event of the monies falling due on a non-Business Day, then Louis Dreyfus Company will make the payment on the succeeding Business Day;
- c) Louis Dreyfus Company will make payment of any such monies with clear funds unless otherwise notified to the Grower;
- d) Louis Dreyfus Company will issue the Grower with a 'Payment Advice' on every occasion it transmits monies to any of these accounts. These 'Payment Advices' are confirmation of the monies being issued by Louis Dreyfus Company to the Grower on the day the advice is dated. However, Louis Dreyfus Company cannot warrant that those funds issued will be available to the Grower on the same day as the advice is dated;
- e) The Grower agrees and acknowledges to confirm with his own Banker in which the account is held, that the monies have been received, prior to issuing any cheques or drawings against any monies issued under any 'Payment Advice';
- f) The Grower acknowledges that, should there be any registered crop lien or charge over any payment for any crop falling under the lien, Louis Dreyfus Company will not be required to make any payments to the Grower or any other third party without the written consent of the lien holder.
- g) If the Grower requires any monies that are due under the above Grower Account Number to be paid to a third party, then the Grower is to note that share and those details under a separate advice in conjunction to this Authority.

### Powers of Authorised Persons

All parties that are shown in this Authority, being the Grower's Authorised Officers, including person or persons who are authorised to act on behalf of the Grower (as shown below) and all parties that form the Grower, are hereby authorised by the Grower from the date of this authority until further notice in writing from all parties is received by Louis Dreyfus Company instructing otherwise, to carry out with Louis Dreyfus Company any transaction outlined below on behalf of the Grower (the Grower's Account) and bind the Grower (being all the parties that form the Grower) to any such transaction.

1. Enter into, amend and cancel any form of contract and its applicable terms and conditions of such a contract, for the sale and purchase of cotton lint, seed cotton and cotton seed;
2. Enter into, amend and cancel any form of contract and its applicable terms and conditions of such a contract, to gin seedcotton;
3. Make application for and enter into such arrangements (be it by contract or not) to buy or sell foreign currency (being any currency other than Australian), any form of futures or options in such form or forms and subject to such conditions or agreements as may be required by Louis Dreyfus Company. Additionally, to amend or cancel such applications;
4. Execute any documentation as required to be executed by Louis Dreyfus Company;
5. Provide, amend and cancel any information about the Grower that is sought from Louis Dreyfus Company from time to time;
6. Amend the Grower details (including details made available to Louis Dreyfus Company on the NGR website, the Grower's address to receive notices etc.) from time to time to ensure Louis Dreyfus Company's records of the Grower's details are current and correct.
7. Obtain information about the Grower's Account, including obtaining it via any electronic delivery device from Louis Dreyfus Company subject to those terms and conditions that may be applicable to such device issued by Louis Dreyfus Company.
8. Unless the Grower has nominated an alternative method of execution other than "anyone to sign alone", then the Grower acknowledges that Louis Dreyfus Company is entitled to rely on the authority of any one authorised person to execute or commit the Grower to any transaction or contract.
9. In relation to this Authority, the Grower acknowledges and warrants to Louis Dreyfus Company that: -
  - a. The Grower will inform Louis Dreyfus Company in writing immediately should any party's authority be withdrawn by the Grower, and the Grower acknowledges that any transactions entered into by that party before that notice is received by Louis Dreyfus Company will remain binding to the Grower;
  - b. Where the Grower is a partnership, all partners of that partnership must execute this authority unless the Grower can provide an authority from all the partners that one partner can commit all partners;
  - c. Where the Grower is or a party to the Grower is a trust, then the trustee must execute this authority in their capacity as trustee of the trust, plus ensure that the full details of the trust are provided to Louis Dreyfus Company;
  - d. Where the Grower is or a party to the Grower is a corporation (company), this authority must be executed in a manner which binds the corporation.

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Grower Account Number

## Grower's Authorisation

1. The Grower acknowledges that by the signing of this Authority by the Grower's Authorised Office that all parties to the Grower Account agree to the above conditions and payment details.
2. By signing below, the Grower agrees to obey all trading rules and terms and conditions that may govern any transaction entered into by or on behalf of the Grower with Louis Dreyfus Company.
3. We confirm that this Authority is to commence from the date of this authority, and remain in force unless otherwise withdrawn or amended by notice in writing from all parties of the Grower's Account.

**This Authority is required to be executed by all parties to the Grower Account (as specified on page 1 of this document) and any person or persons authorised by the Grower to execute documents and enter into arrangements between the Grower and LDC Enterprises Australia Pty Ltd ABN 13 003 415 950 trading as Louis Dreyfus Company.**

Dated

Name

Official Position

Signature

Name

Official Position

Signature

Name

Official Position

Signature

Name

Official Position

Signature

**Method of authorisation (please tick)**      Any one to sign alone       All Conjointly   
Other (please specify)

**UNLESS ADVISED OTHERWISE IN WRITING LOUIS DREYFUS COMPANY WILL RELY ON THIS INFORMATION AND PROVIDE ALL DOCUMENTATION TO THE ABOVE EMAIL ADDRESSES.**

**THE NGR WILL BE CHECKED REGULARLY**

Once your account has been set up you will be provided a username and password for Grower Online. Please access this at <http://groweronline.ldcom.com>