

SPEARWOODWOOL



WOOL MERCHANTS
ABN: 79 779 845 004

Store: 19 Hensbrook Loop, Forrestdale WA 6112

Ph: (08) 9494 2967 **Fax:** (08) 9494 1367 **Email:** admin@sww.net.au

SELLER : _____

ADDRESS: _____ TELEPHONE No: _____

_____ ABN: _____

WOOL CLIP CONTRACT

SPEARWOOD WOOL (THE PURCHASER)

AGREES TO PURCHASE AND

_____ OF **ABOVE**
(THE SELLER)

Agrees to sell to the Purchaser at the price and otherwise upon the terms and conditions hereinafter contained, the Wool (THE WOOL) shorn or to be shorn from all the sheep on the Sellers property at the time of signing the Contract, whether the bale quantity is over or under the estimated or approximate quantity.

Particulars of the wool are set out in the Schedule hereunder.

The appropriate date of the next shearing is: _____

Arrival(On or before) : _____

No. and Type of Sheed and place where grazing	Brand of Wool	Description	Approx No. of Bales	Price Per Kilo.
		FLC		
		PCS		
		BLS (Free from stain)		
STANDARD CONDITIONS: 1. B/C, cotts, lice affected and mixed bales store valuation and payment. 2. Merino wool 12 months growth unless other otherwise specified		1ST		
		LAMBS 2ND		
		3RD		
		LKS		
		ODDMENTS		

PROCEEDS TO:

DATE

.....
(BUYER)

.....
(SELLER)

1. OWNERSHIP

Property in the wool the subject of this agreement shall pass from the seller to the Purchaser upon Payment as hereinafter defined

2. PAYMENT

- (a) The seller shall be deemed to have received payment in full of the purchase price, upon the delivery or posting to the seller, or to the Agent of the Seller or to any person holding a lien, bill of sale, charge or emcumbrance for the Purchaser's cheque for such amount is due hereunder, after making such deductions (if any) as in the opinion of the Purchaser are authorised or permitted by this Contract.
- (b) Payment shall be made days after the date of completion of delivery at the store of the purchaser.

2(A) SUSPENSION OF PAYMENT

- (a) The Purchaser reserves the right to suspend payment in the event that he is unable to deliver, shop or otherwise complete the sale of wool to the Purchaser's client by reason of any Strike, Lockout or Force Majeure.
- (b) Payment under clause 2 hereof shall be suspended until the termination of the Strike, Lockout or Force Majeure.
- (c) The Purchaser shall forthwith notify the Seller, in writing of any exercise of the right to suspend payment hereunder and of the termination of the Strike, Lockout or Force Majeure.

2(8) WEIGHING

For the purpose of ascertaining the weight of the wool sold under this agreement, the purchaser may take delivery thereof prior to payment of the Purchase Price, but shall not acquire any right of ownership in the wool. Neither shall the Purchaser be entitled to re-handle the wool in any way which would mean loss of identity of that wool or be permitted to ship any of the said wool prior to making payment in full to the Seller.

3. WARRANTIES

The Seller warrants and agrees that the wool delivered shall:

- (a) Be delivered in wool bales weighing minimum approx. 140 kilograms and not more than 204 kilograms.
- (b) Be skirted and classed to a standard as laid down by the AWEX.
- (c) Have all stains removed from pieces and bellies, Locks, crutchings, stain are to be classified as such.
- (d) Be of a minimum of eleven months growth and maximum of thirteen months growth.
- (e) In the event that the seller needs to dispose of the sheep described above by reason of drought, flooding or disease then the seller shall forthwith advise the buyer in writing of such necessity. The Seller shall be entitled to dispose of such number of sheep as maybe agreed by the parties hereto and failing agreement within twenty eight (28) days of the notice having been given as aforesaid then the parties shall refer the matter to two arbitrators appointed and acting in accordance with clause 8 hereof.
- (f) The wool must be shorn in a dry condition and any wet wool received shall be subject to reconditioning by the buyer at the cost of the seller.
- (g) The seller agrees that in case of misdescription of classification not included in the contract, the wool on question shall be held in the purchaser's store pending inspection by the seller, and/or arbitrator and to revaluations of said wool.at an agreed price.

4. INDEMNITY

Save as provided in (3) hereof the seller shall indemnify the purchaser for any loss or damage direct, indirect or consequential suffered by the purchaser as a result of the seller's failure.

- (a) To deliver the wool or any part thereof to the purchaser before the agreed delivery date or at all.
- (b) To deliver the wool in the condition as warranted.

5. FREIGHT

The seller shall be responsible for payment of the rail cartage charges from the nearest rail siding to the purchaser's store. Payment for road cartage will be paid at current day rail rate from seller's nearest rail siding to purchaser's store. Payment by purchaser of the freight will not prejudice the retention of ownership in the wool, which remains with the seller as specified in Clause 1

6. FREIGHT INSURANCE

The wool shall be at the risk of the seller until shorn from the sheep's back, however by mutual agreement between the parties of this contract the purchaser shall be responsible for the insurance of the wool once shorn.

7. ENCUMBRANCES

The seller hereby warrants that the wool is free of liens, bills of sale or other encumbrances save those expressly endorsed below. In the event that the wool is the subject of any encumbrances, the buyer may discharge the said encumbrances from the purchase monies.

Details of Encumbrances

.....

.....

.....

.....

8. ARBITRATORS

For any disputes which may arise the Arbitrators may be nominated from the following organisations, AWEX, The Grower Organisations and The Private Treaty Wool Merchants of Australia.

9. WOOL TAX

Wool Tax shall be paid by the seller and the seller hereby authorises the purchaser to deduct from the purchaser price any Wool tax payable pursuant to this agreement and to forward the same, to the Taxing Authority on the Seller's behalf.