

WARNING & DISCLAIMER

This poultry litter and manure may contain restricted animal material: DO NOT FEED IT TO CATTLE, SHEEP, GOATS, DEER OR OTHER RUMINANTS

It is an offence under the Stock Disease Act to feed stock, or to cause or permit them to feed on, or to fail to take all steps that are reasonably practical to prevent stock from having access to, restricted animal material.

Poultry litter and manure can also contain feathers, dead birds or parts of birds. The feeding to stock of dead birds or their parts and feathers is also illegal. Bird tissue or feathers should be removed before spreading litter on pastures.

Prior to using this poultry litter, it is strongly recommended that you read the NSW Agriculture Agnote "Best practice guidelines for using poultry litter on pastures" available on the NSW Agriculture website www.agric.nsw.gov.au, and take independent professional advice.

The Trade Practices Act and similar state and territory legislation in Australia may confer rights and remedies on you in relation to the provision by **[INSERT VENDOR NAME]**

_____ ("Vendor") which cannot be excluded, restricted or modified ("Non-excludable Rights"). Vendor does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.

Except as provided for by the Non-excludable Rights:

- a) all poultry litter and manure is provided "as is" and without warranties of any kind, either express or implied,
- b) Vendor and its suppliers expressly disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose,
- c) Vendor does not warrant that the contents of the poultry litter and manure are suitable for the proposed use or free of viruses or any other harmful components,
- d) Vendor does not warrant or make any representation regarding the results that may arise from the use of the poultry litter and manure, and
- e) you, the purchaser and/or user, assume the entire cost of any advice and necessary verification of the content of the poultry litter and manure prior to using the same.

Under no circumstances (including but not limited to any act or omission on the part of the Vendor) will the Vendor or its affiliates be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use of the poultry litter and manure supplied.

By purchasing the poultry litter and manure from the Vendor you expressly acknowledge and agree that the Vendor does not exert control over the contents of the poultry litter and manure and is not liable either for the contents and/or any advice relating to the use of the poultry litter and manure.

To the fullest extent permitted by law, the Vendor's liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of the Vendor to the replacement of the poultry litter and manure or the supply of equivalent goods, or the payment of the cost of replacing the poultry litter and manure or acquiring equivalent goods.

"I/We _____ have read, understand and agree to the warning and disclaimer above."

Signed: _____

Date: _____