

Purchase Contract

Contract No

Contract Date

Sellers Details:

Customer No:

Phone:

Fax:

PRODUCT	OATS - MILLING
CROP YEAR	2018/19
GRADE & PRICE	MILLING OATS - ORGANIC - CERT CERTIFIED <i>Nil Tolerance to Live Insects</i> <i>Excluding GST and statutory levies if applicable</i>
CONTRACT QTY	100.00 MT
WEIGHTS	DESTINATION
SHIPMENT	01/11/2018 to 31/01/2019
DELIVERY TERMS	
PAYMENT TERMS	30 DAYS END OF WEEK OF DELIVERY

Trade Rules GRAIN TRADE AUSTRALIA

GRAIN TRADE AUSTRALIA TRADE RULES AND DISPUTE RESOLUTION RULES TO APPLY:

This contract expressly incorporates the Grain Trade Australia Trade Rules and Dispute Resolution Rules in force at the time of this contract. Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the Grain Trade Australia Dispute Resolution Rules in force at the commencement of the arbitration.

Contract Terms & Conditions ORGANIC OATS (WA)

Fixed tonnage - Subject to crop Outturn (STCO): This is a fixed tonnage contract subject to crop outturn. This is NOT an area contract. The grower must nominate a fixed tonnage and is obligated to deliver all oats produced for the nominated season, until the full contracted volume is met. The provision of 'subject to crop outturn' is only applicable if the production of the crop is affected by adverse seasonal conditions and yields are subsequently reduced. 'Subject to crop outturn' does not negate obligations in the case that crop management decisions affect contract performance, including, but not limited to, cutting crops for hay, grazing, spray topping, defoliating and any other management decision affecting potential production and contract performance. UniGrain reserves the right to consider specific circumstances in relation to crop management that may affect final performance of the contract. Any such provision must be confirmed in writing by UniGrain prior to the requested management practices being undertaken.

For the avoidance of doubt, **this is a fixed tonnage contract** and not an area contract. During the contracting process UniGrain may request information regarding areas planted for our planning and internal assessment process.

If the seller has complied with all terms of this contract and seasonal conditions have affected yield and production preventing full delivery of the nominated tonnage then the grower will be free of any further obligations.

Cash Price Premium - If the seller fulfils all contract obligations, UniGrain will pay the seller \$5pmt above the UG daily cash price for additional oats delivered. This will only apply in the case that UniGrain are posting daily cash prices.

Quality - The UniGrain 2018/19 receival standards will be in accordance with the specifications set out below.

GRADE	SPECIFICATION		
	MIN TEST WEIGHT KG / HL	MAX SCREENINGS %	OTHER SPECIFICATIONS
ORGANIC OATS	48 KG / HL	18%	AS PER CBH OAT 1 SPECIFICATION

GRAIN & CROP CHEMICAL VENDOR DECLARATION

BUYER'S DETAILS

Name: _____
 Address: _____

 Town: _____
 Tel: _____
 Fax: _____
 Email: _____

VENDORS'S DETAILS

Name: _____
 Address: _____

 Town: _____
 Tel: _____
 Fax: _____
 Email: _____
 National Grower Registration (NGR) No: _____

CROP DETAILS represented by this declaration

Commodity: MILLING OATS - ORGANIC - CERT
 Variety: _____
 Variety: _____
 Variety: _____
 Variety: _____
 Delivery Period: 01/11/2018 to 31/01/2019
 Contract Number (where applicable): P10491

Quantity: _____
 Quantity: _____
 Quantity: _____
 Quantity: _____

1. Storage Chemicals - To be completed by all growers

I certify that:

- a.) The grain has not been treated with a pickling compound or other seed treatment
- b.) The grain has not been treated with any fumigant/pesticide/insecticide;

If any of the treatments detailed have been applied to the contracted grain please detail below;

2. In Crop Chemical Application

I certify that the crop was not sprayed with any chemical treatment;

- a.) Outside the parameters on the registered label of those chemicals specific to the commodity supplied
- b.) At rates not exceeding the maximum levels set out on the label
- c.) For any other use other than specified on the label for the relevant commodity
- d.) All withholding periods for those chemicals used has been observed

Please detail below, all chemical applications including grain storage and in crop;

Chemical Applied	Rate	Application Date

The grain represented on this Commodity Vendor Declaration is:

- ☐ 1. Free from GMO's as defined by 99% GMO free; or
- ☐ 2. Is free from GMO's as defined by 95% GMO free;
- ☐ 3. Contains greater than 5% GMO.

Please note this is an important legal declaration and information declared herein must be accurate. This form is to be completed by the grower for each contract and supplied to UniGrain on delivery of the first load of the nominated contract. If any information declared changes at any time during delivery UniGrain must be notified and a new declaration completed.

Vendor's signature: _____

Date: / /

GENERAL TERMS & CONDITIONS

TIME: All stipulations set forth in the Terms of Trade as to "TIME" are of the essence.

QUANTITY: Unless otherwise stated, all quantities shall be expressed metrically and to the nearest one/one-hundredth [1/100] of a tonne.

SELLERS' WARRANTIES: The Seller warrants that the commodity complies with NASSA requirements relating to chemical, pesticide residues, Genetically Modified Organisms' (GMO's), varietal declarations and all other conditions required by these Trade Rules, contract, or law.

CONVEYANCE AND DELIVERY INSTRUCTIONS: Unless otherwise agreed, the Seller shall have the right of conveyance.

INTEREST: If any payment is not made on or before the due date for payment, interest shall be payable at the rate selected. If there is no due date for payment, interest shall be payable if there has been an unreasonable delay in payment. Interest payable shall be appropriate to the currency involved. If the amount of interest is not mutually agreed, interest will be payable at a rate of 1.5% per calendar month, calculated daily.

OWNERSHIP AND PASSING OF TITLE: The risk of loss and/or damage shall remain with the Seller until the goods have been conveyed to the Buyer at the designated point of conveyance:

- 1) On FOB Origin, Ex-Farm, Ex-Store, or FOB Basing Point contracts; risk passes at the time when the goods are accepted by the carrier via the appropriate shipping document.
- 2) On Delivered or Delivered Basing Point contracts; risk passes at the time when goods are constructively placed, or presented for unloading, or otherwise made available at the Buyer's original destination.
- 3) On In-Store contracts; risk passes at time of transfer and/or filing of documents (if required), unless and to the extent warehouse tariff, warehouse receipt, and/or storage contract assumes the risk of loss and/or damage. Unless otherwise agreed, title to goods as well as property in the goods remains with the Seller until all amounts payable under this Contract have been received in cleared funds in specified bank account. This clause creates a Purchase Money Security Interest for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"). Where permitted by the PPSA, the parties contract out of the provisions listed in sub-clauses 115(1)(a)-(r) of the PPSA. The parties agree and undertake (including for the purposes of section 275(6) of the PPSA) that the terms of this contract shall be kept confidential to the parties at all times. Neither party may disclose any information pertaining to this contract except as otherwise required by law.

FAILURE TO PERFORM: Failure to perform in keeping with the Terms and Conditions of a Contract shall be grounds for the refusal only of such Delivery(ies) or Shipment(s) in default, and not for the rescission of the entire Contract or any other Contract between the Buyer and Seller.

DISPUTES: Any party or parties who have entered into Terms of Trade subject to GTA Trade Rules shall be entitled to refer any disputes arising out of such contract, and which cannot be resolved between the parties, to GTA for Arbitration.

ARBITRATION: If any dispute arises out of or relates to this Contract or the breach, termination or subject matter thereof, the dispute shall be submitted to and settled by Arbitration in accordance with GTA Dispute Resolution Rules in the edition current at the commencement date of arbitration, such rules forming an integral part of the Contract and of which both parties hereto shall be deemed to be cognisant. Any dispute, controversy or claim arising out of, relating to or in connection with a contract incorporating the GTA Trade Rules, including any question regarding its existence, validity or termination shall be resolved by arbitration in accordance with the Dispute Resolution Rules in force at the commencement of the arbitration.

RCTI: Recipient Created Tax Invoice - Reference on the front of this form provides for the seller to authorise the buyer to issue the RCTI on his behalf. This request also requires the sellers signature.

ENCUMBRANCES: The Seller must notify the Buyer if an Encumbrance exists over the Commodity. The Seller unconditionally and irrevocably directs the Buyer to deduct from any payments due to the Seller:

- 1) the amount secured by any Encumbrance over a Commodity and pay the amount deducted to the holder of the Encumbrance before paying any amount to the Seller; and
- 2) all reasonable costs and expenses incurred by the Buyer in dealing with any Encumbrances.

At the direction of the Buyer, the Seller will procure the release of any Encumbrance over the Commodity and will do all things requested by the Buyer to evidence and record such release in any relevant security register (including procuring the execution of any documentation requested by the Buyer for such purpose) by no later than the time of payment to that Encumbrance holder of the secured amount as contemplated under this Encumbrances clause.

The Seller will notify the Buyer in writing immediately of any change to the amount secured under any Encumbrance over a Commodity.

The Seller agrees to the Buyer charging an encumbrance processing fee of \$200 per Encumbrance, which to the extent not paid by Encumbrance holder, will be a debt.

The Seller indemnifies the Buyer and its related entities against any claim or demand by any person claiming any interest in the Commodity, regardless of whether the Seller has notified the Buyer of that interest.

Definitions :

Encumbrance - means any security for the payment of money or the performance of obligations including a Crop Lien, mortgage, charge, lien, pledge or trust, or any other security interest as defined in the Personal Properties Securities Act 2009 (Cth).

**NOTE: The GTA Trading Rules provide a more detailed explanation. Copies available GTA website or by phone:
(02) 9247 6408 or Fax (02) 9247 9153**

Please sign and return the attached copy. Failure to do so shall in any event constitute an acceptance of the terms and conditions thereon. The contract will become a binding agreement unless you contact us within 24 hours of receipt, regarding alteration of the terms and conditions.