

Allied Mills Grower Purchase Contract Terms and Conditions

In this document the term 'grain' includes maize, rye, soya, soft and noodle wheat, triticale, and rice.

1. General Conditions:

Each contract under which Allied Mills Pty Ltd ("Allied Mills") agrees to purchase grain from you ("Contract") incorporates:

- (a) the terms and conditions of this document ("T&Cs");
- (b) the following trade rules:
 - (i) the latest version of the National Agricultural Commodity Marketing Association of Australia Trade Rules ("NACMA Rules"), but not including Rule 19, available at <http://www.nacma.com.au/trade_rules2/trade_rules>;
 - (ii) the rules of the market to which the grain is shipped; and
 - (iii) the orders, rules and regulations of all relevant government agencies,

(together, "Rules"), except to the extent that the Rules are limited or modified by, or in conflict with, the T&Cs, in which case the T&Cs prevail to the extent of any inconsistency.

2. Acknowledgment:

The Contract, T&Cs and Rules (including the NACMA Rules and Arbitration Rules) embody the entire understanding and agreement between the parties as to the subject matter of the Contract. Unless you notify Allied Mills in writing (within two business days of receiving written confirmation of the Contract) of any errors in the Contract, all details in the Contract will be deemed to be correct.

3. Origin:

You warrant that any grain supplied under a Contract has been produced in Australia.

4. Quantity Tolerance:

- (a) Notwithstanding Rule 5 of the NACMA Rules, we may reject tonnages that exceed the contracted quantity by either the greater of 5 tonnes or 2.5 percent of the contracted quantity.
- (b) We may recover any reasonable loss resulting from any shortfall in the quantity delivered.
- (c) We are not liable to purchase any quantities of grain delivered that exceed the contracted quantity and quantity tolerance in clause 4(a), but if we do decide at our sole discretion to purchase such grain, it will be priced at the published daily delivery price.

5. Sampling and Analysis:

- (a) The grain delivered under a Contract will be sampled and analysed according to the stated quality standards, by qualified personnel of Allied Mills.
- (b) Unless we otherwise agree in writing, analysis of the consignment as conducted by Allied Mills or our representative shall be final and binding.

6. Delivery:

- (a) You must ensure that the grain is delivered to the Delivery Location during the Delivery Period of the Contract, and to have all weight certificates and/or certified delivery receipts issued pursuant to the Contract number and the trading name as identified on the Contract.
- (b) You will be responsible for all delivery costs unless the Contract specifies delivery "ex-farm".
- (c) If you deliver under a name other than written on the Contract, the delivery may be accepted, at Allied Mills' absolute discretion, independently of the Contract, in which case:
 - (i) the pricing contained in the Contract and will be priced at the published daily delivery price; and
 - (iii) Allied Mills will only be required to make payment to the party named on the Contract.For the avoidance of doubt, Allied Mills is under no obligation to accept delivery from persons not named in the Contract. You will remain responsible for delivery of the contracted quantity of grain.
- (d) Delivery to the Delivery Location is subject to the Delivery Location's ability to receive the grain. We may take delivery at alternative delivery destinations at applicable freight differentials, subject to your agreement.

7. Weights:

- (a) The weight of any grain bought under a Contract shall, subject to Allied Mills' approval, be the weight determined by qualified personnel using a certified weighing facility at the destination (or if such weighing facility is unavailable, then either at a loading point, Government or registered weighbridge), subject to obvious errors in any weighbridge tickets. (b) Allied Mills will provide you with proof of weight received upon your request.

8. Transfer of Ownership:

You remain the owner of, and retain all risk for, the grain, until you deliver it to us at the Delivery Location or the destination specified in clause 6(d).

9. Goods and Services Tax:

- (a) If Goods and Services Tax ("GST") is payable on any supply made under the Contract, you may recover from Allied Mills an additional amount on account of GST, in addition to the price or any other amount or consideration expressed as payable in the Contract. The GST amount is to be calculated by multiplying the price or any other amount or consideration by the prevailing GST rate and is payable by Allied Mills subject to your issuing a valid tax invoice.
- (b) The parties may agree that Allied Mills (and not the grower) will issue a recipient created tax invoice ("RCTI") for the supply at the same time that Allied Mills provides the consideration for the supply, in which case Allied Mills (and not the grower) will issue an adjustment note for any adjustment event that arises in relation to the supply.

10. Levies and Taxes:

Subject to clause 9 and unless otherwise agreed in writing, any industry, statutory or government levies payable by you will be deducted from the Contract price and remitted by Allied Mills to the appropriate government department or body.

11. Crop Liens:

- (a) You must advise Allied Mills in writing prior to delivery if the grain the subject of a Contract is subject to a crop lien or any other authority to pay a third party.
- (b) An administration fee of \$500 per Contract will apply in all cases to crop liens and authorities to pay a third party.

12. Force Majeure:

Subject to the procedures in, and without limiting the rights under, Rule 23 of the NACMA Rules, neither Allied Mills nor you will be liable for a delay or failure to perform its obligations under the Contract caused by an event of force majeure, including an act of God, fire, flood, wind, explosion, power failure, war, embargo, act of government, strike (including dock and/or shipping strike), lock-out, combination of workers or civil commotion which is not due to the acts or negligence of the party seeking to rely on this clause 12. The loss of grain due to: (a) production risks; (b) crop failure; or (c) drought (whether or not declared) or a succession of droughts, does not constitute an event of force majeure.

13. Rejection:

We have the right to reject grain that does not comply to the quality standards specified in the Contract. If Allied Mills rejects grain because it is not in accordance with description or sample, without limiting any of Allied Mills' rights under Rule 15.1.2 of the NACMA Rules, any expenses incurred by Allied Mills shall be at your expense.

14. Failure to Deliver:

- (a) If you default (or you notify Allied Mills that you expect to default) on the delivery of grain to Allied Mills under a Contract, Allied Mills may require you to (or you may elect to) "wash-out" the Contract in accordance with the following procedures:
 - (i) in respect of the grain that you have failed, or will fail, to deliver pursuant to the terms of the Contract ("Undelivered Grain"), Allied Mills will ascertain the Fair Market Price of the Undelivered Grain (as set out in 17.7, 17.8 and 17.10 of the NACMA Rules);

- (ii) if the Fair Market Price is more than the price of the Undelivered Grain under the Contract, you must pay to Allied Mills: (i) the difference in amount by the close of business on the 10th day of the first contract delivery month following the last delivery month; and (ii) all associated administrative costs and expenses incurred by Allied Mills. You acknowledge that any amount due by you to Allied Mills under this paragraph (ii) is a debt immediately due and payable and is genuine pre-estimate of the loss that will be suffered by Allied Mills as a result of your failure to deliver the Undelivered Grain;
- (iii) if the Fair Market Price is less than the price of the Undelivered Grain under the Contract, Allied Mills must, subject to paragraph (iv), pay the difference in amount to you by the close of business on the 10th day of the first contract delivery month following the last delivery month; and
- (iv) Allied Mills may withhold any amount due to you under paragraph (iii) against an actual or future potential washout or grain payment due by you to Allied Mills under any other Contract.

15. Default:

You represent and warrant to Allied Mills at the time you enter into each Contract that you are not Insolvent (as that term is defined in Rule 17.6(2) of the NACMA Rules). If you become Insolvent or your financial condition becomes unsatisfactory to Allied Mills during the term of the Contract, Allied Mills may, at its sole discretion, and without limiting any other rights or remedies it may have under the T&Cs, Rules, or otherwise at law:

- (a) terminate the Contract and any other contract between you and Allied Mills, whether or not you have committed a default (in which case the Contract will be closed out at Fair Market Price pursuant to Rule 17.6(2) of the NACMA Rules); and
- (b) refuse to accept any further deliveries of grain from you.

16. Chemical and Pesticide Residue:

- (a) You warrant that grain delivered under the Contract complies with all Commonwealth and State Laws and requirements relating to chemical and pesticide residue and specified government maximum residue levels, as set out in Rule 8 of the NACMA Rules.
- (b) You are liable for, and indemnify Allied Mills in respect of, any direct or indirect loss arising out of abnormal chemical or pesticide in the grain, contamination of the grain, or any other breach of the warranty in clause 16(a).

17. Arbitration and Disputes:

- (a) If any dispute arising out of or relating to the Contract or the breach, termination or subject matter thereof is unable to be resolved directly between the parties within 10 business days, either party may submit the dispute to arbitration in accordance with the latest version of the NACMA Trade and Arbitration rules available at <http://www.nacma.com.au/arbitration/rules> ("Arbitration Rules").
- (b) The arbitration process will be conducted in accordance with Section 3 of the Arbitration Rules, involving amongst other things:
 - (i) either a Fast Track arbitration process involving a Sole Arbitrator or a Full arbitration process involving a Tribunal of three arbitrators;
 - (ii) the submission of arguments by each party via Points of Claim, Points of Defence and Points of Reply;
 - (iii) oral hearings, witnesses and experts, where appropriate; and
 - (iv) the issue of a final and binding award by the Arbitrator or Tribunal.
- (c) The parties acknowledge that arbitrations conducted in accordance with the Arbitration Rules are subject to the Commercial Arbitration Acts in all states in Australia, and may be appealed in court.
- (d) Neither party to the dispute, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other in respect to any such dispute until arbitrated in accordance with the Arbitration Rules.

18. Notices:

As set out in Rule 22 of the NACMA Rules, all notices given under the Contract must be given by: (a) written letter delivered by hand on the day of writing; (b) facsimile; (c) telex; (d) email; or (e) any other method of rapid written communication. The sender bears the burden of proving due transmission of any notice. Any notices received after 1600 hours Sydney/Melbourne time on a business day will be deemed to have been received on the following business day. A notice to a party's broker or agent will be deemed a valid notice. In case of resales, all notices must be passed on without delay by buyers to their respective sellers or vice versa. Upon request, the seller must provide the buyer with documentary evidence of the seller's receipt of notice.

19. Privacy:

- (a) If you are an individual, you agree that we may use any information we collect about you (including the information contained in the Contract) for the purpose of managing our commercial relationships with you, including in relation to the Contract. We may transfer information overseas and disclose it to others (including, without limitation, contractors and buyers) for that purpose and for related purposes. If you wish to seek access to information we hold about you, please contact our National Finance Manager.
- (b) If you wish to give us any information about an individual other than yourself, then you warrant that the individual to whom that information relates agrees that we may use and disclose information about him or her in accordance with clause 19(a) above.

20. Liability

To the fullest extent permitted by law:

- (a) Allied Mills excludes all liability for any indirect or consequential loss suffered by you, including loss of bargain and loss of profit, loss of expected savings, opportunity costs, loss of business, damage to reputation (regardless of whether any or all of these things are considered to be indirect or consequential losses or damage) whether arising in contract, tort (including negligence) or otherwise at law; and
- (b) Allied Mills' liability under a Contract will be limited to the contract price of the grain under that Contract.

21. Indemnity

You indemnify and hold harmless Allied Mills in respect of any loss, liability, damage, cost, charge or expense incurred or suffered by Allied Mills (including a claim brought against Allied Mills by any person or body corporate claiming an interest in the grain subject of the Contract) arising out of your breach of any of the warranties in clauses 3, 11, 15, 16, 19 and 22.

22. Joint and Several Liability

If you consist of more than one individual, then such individuals' liability shall be joint and several. The T&Cs shall be binding on you, your executors, administrators and assigns, and Allied Mills and its assigns. If you enter into the Contract:

- (a) as a NGR entity in respect of which there is more than one payee (for example, under a share farming arrangement):
 - (i) you warrant that all of the payees have authorised entry into the Contract; and
 - (ii) the liability of each payee will be joint and several;
- (b) as or on behalf of a partnership (for example, a family partnership), you warrant that: (i) all action required under the partnership deed or document that establishes the partnership in relation to the entry into the Contract has been taken; and (ii) the partners are jointly and severally liable for all obligations assumed by the partnership including under the Contract; or
- (c) as a trustee of any trust, you warrant that you are entitled to be fully indemnified out of the assets of the trust for your liability under the Contract.

23. Safety:

You must ensure that a safe working environment, in accordance with relevant OH&S legislation, is provided for Allied Mills and/or its agents when loading or unloading grain at your premises.

24. Governing Law:

These T&Cs are governed by and shall be construed in accordance with the laws in force in the State or Territory in which the transaction under the Contract is executed.