

MONOLA GRAIN CONTRACT SEASON 2010

CONTRACT NUMBER 0000exampleonly00



PART A – PARTIES

1. NUSEED PTY LTD, ABN : 82 088 231 814
2. THE GROWER ("you" or "grower")

GROWER TRADING NAME	GROWER NAME	GROWER NGR CARD NUMBER	SEED RETAILER
		*	

*Grower must be registered with the National Grower Register (NGR). NGR card number must be declared above.

PART B – CONTRACT DETAILS

1. **SUPPLY OF PLANTING SEED:** NUSEED agrees to supply to you "planting seed" of the variety and volume referred to in the table in clause 2 below. A license fee will be invoiced on collection of planting seed and will be due for payment 30 days thereafter.
2. **SOWING, GROWING AND HARVESTING DETAILS:** Using the planting seed, you agree to plant, grow and harvest the following specified crop variety ("Crop") in accordance with this contract. You agree to deliver all grain obtained from harvesting the Crop ("harvested grain") and all unused planting seed to NUSEED or its nominated agent in accordance with this contract.

CROP (please circle one)	PLANTING SEED (KG)	AREA SOWN (HA)	MONOLA PREMIUM	NOMINATED DELIVERY POINT
[130CC] [76TT] [77TT]			to be advised	See appendix 1

3. QUALITY STANDARDS:

CHARACTERISTIC	SPECIFICATION
Linolenic Acid – Maximum 3.5%	If 3.5% is exceeded, the grower will still be paid a fee equivalent to the Canola Base Price (no Monola Premium will be payable).

4. **NOMINATED DELIVERY POINT:** You agree to deliver all the harvested grain to NUSEED within 10 days after harvest to one of the delivery points nominated ("Nominated Delivery Point") in Appendix 1.
5. **PRICE, WEIGHING & GRADING OF HARVESTED GRAIN**
 - 5.1 You will be paid a fee for growing the harvested grain, equivalent to the Canola Base Price or the Canola Base Price plus the Monola Premium (nominated in clause 2) depending on the characteristics (see clause 3.) of the harvested grain.
"Canola Base Price" means the ASX base price available each day through RIVERLAND OILSEEDS PTY LTD ("RIVERLAND") OR THROUGH ITS PRICING & STORAGE AGENTS (OUTLINED IN APPENDIX 1) "Monola Premium" means the premium paid to you above the Canola Base Price per tonne and is payable if the LINOLENIC ACID CONTAINED IN THE harvested grain does not exceed 3.5%.
 - 5.2 You agree to sell all harvested grain to Riverland which shall be responsible for the weighing, grading, determining the fee and payment to you for growing the harvested grain, as detailed in Appendix 1. (Riverland operates under the Grain Trade Australia standards for grain trade, with sampling and testing governed by AOF standards for canola)
6. **LEVIES**
 - 6.1 You acknowledge that levies made by State and Federal Authorities are to be deducted from the final payment for growing the harvested grain.
7. **PLANTING SEED**
 - 7.1 You agree to use only planting seed supplied by NUSEED to sow the Crop.
 - 7.2 NUSEED shall endeavor to ensure that good quality planting seed is supplied with minimum 85% germination. However, to the extent permitted by law, NUSEED does not guarantee the quality of the planting seed and does not accept any liability or loss suffered by you as a result of this contract.
 - 7.3 Planting seed test certificates will be made available to you on request.
 - 7.4 You agree to return any unused planting seed to NUSEED within 14 days after sowing the Crop or within 14 days of a request to return the unused planting seed. Planting seed not used for growing the Crop may not be used for any other purposes.

PART B – CONTINUED OVERLEAF

PART C – EXECUTION: THE PARTIES AGREE TO BE BOUND BY THIS CONTRACT

GROWER		NUSEED REPRESENTATIVE	
PRINT NAME		PRINT NAME	
SIGNATURE		SIGNATURE	
DATE		DATE	

8. GENERAL COSTS

- 8.1 You will be responsible for all costs of seed coating (if applicable), sowing the planting seed, growing and harvesting the Crop and protecting and temporarily storing the harvested grain until delivered to the nominated delivery point.
- 8.2 You will be responsible for freight costs in delivering the harvested grain to the Nominated Delivery Point.
- 8.3 NUSEED will be responsible for all costs of testing and grading the harvested grain.

9. AGRICULTURAL PRACTICES

- 9.1 You agree to grow the Crop only on land approved for that purpose by NUSEED ("designated crop land"). Approval will not be given where the land is not either owned by you or under your exclusive control.
- 9.2 The land you select for growing the Crop must be land upon which no canola or other crops of any kind of Brassica species has been grown for a period of two years prior to the date of this contract.
- 9.3 The designated crop land must be isolated from normal canola through either a fence line, watercourse, or at least a 5 metre width where a paddock has been split to grow both the Crop and other canola crops.
- 9.4 You shall prepare, cultivate and maintain the designated crop land at your cost and risk. At its discretion, NUSEED may assist or advise you as it deems appropriate in respect to the sowing of the planting seed, the growing and maintenance of the Crop, and the harvesting of the Crop in consultation with you.
- 9.5 You agree to use and adopt best agricultural and horticultural practices to maximise crop yield and grade, and to protect the harvested grain prior to delivery to NUSEED.
- 9.6 Weed, disease and pest control shall be your responsibility (and at your cost). You shall use only chemicals and other applications approved by NUSEED. NUSEED may recommend, or, with your agreement (and at your cost), undertake any measure of seed, disease or pest control, or any other horticultural practice, chemical application or other measure. But in any such case, NUSEED shall in no circumstances have or attract any liability whatsoever to you in relation thereto.
- 9.7 You warrant that neither the Crop nor the harvested grain shall be contaminated with any substance, which might render any part of the harvested grain unfit for human consumption or injurious to health or otherwise harmful.
- 9.8 NUSEED shall have no liability for any loss, liability or damage arising from climatic causes or events or from any other cause whatsoever affecting the growth, development, yield or characteristics of the Crop or the harvested grain.
- 9.9 You grant to NUSEED or its agents the right to enter the designated crop land (and all adjoining land in order to gain access to the designated crop land) and to all land and premises in which the planting seed and harvested grain is stored in order to inspect any part of the planting seed the Crop and the harvested grain.
- 9.10 A sample of the Crop to test Linolenic Acid levels may be required immediately following windrowing at NUSEED discretion. A second sample of grain will be taken upon delivery to the storage site to test for all quality standards.

10. PROPERTY, OWNERSHIP, TITLE AND RISK

- 10.1 The beneficial ownership of the planting seed, the Crop and the harvested grain (collectively hereafter called "seed and crop") shall at all times belong to NUSEED.
- 10.2 You declare and agree that you will hold the seed and crop on trust for NUSEED. You agree to at all times comply with the instructions of NUSEED with respect to the seed and crop and account to NUSEED for each component of the seed and crop.
- 10.3 You shall not at any time:
 - (a) claim an interest of any kind whatsoever in any part of the seed and crop; or
 - (b) represent to any third party that you have any interest of a proprietary nature in any part of the seed and crop.
- 10.4 Under no circumstances shall you grant or permit to subsist any security, charge, lien or interest in any part of the seed and crop, or in any way attempt to sell or otherwise dispose of any part of the seed and crop except in accordance with this contract.
- 10.5 You shall seek to prevent access to the seed and crop by persons other than those employed by the Grower, NUSEED or its agents, unless directed by NUSEED otherwise. No unauthorised person(s) is entitled to visit the seed and crop without the prior consent of NUSEED.
- 10.6 You shall indemnify NUSEED and its contractors and agents from and against all claims, demands, actions, suits, liabilities and losses which NUSEED may suffer or incur and which arise as a result of any breach of this contract.
- 10.7 You acknowledge that NUSEED may suffer damages and/or loss if any of the seed and crop should come into the possession of any third party. You agree to indemnify and keep indemnified NUSEED and its contractors and agents against any and all losses, liabilities or damages incurred by NUSEED and its contractors and agents which results from any part of the seed and crop coming into the possession or control of any third party, whether due to any act, omission, negligence or breach of contract by you or your employees, contractors, agents or otherwise.
- 10.8 No harvested grain shall be sown or used for any purpose by you, other than for delivery by you to NUSEED or its agent in accordance with this contract.
- 10.9 The risk and responsibility for the seed and crop remains with you until the unused planting seed and the harvested grain are delivered to NUSEED in accordance with this contract.

11. BREACH AND TERMINATION

- 11.1 In the event of a breach of any part of this contract by you, then NUSEED shall be entitled in addition to other rights it may have under this contract or at law (including its rights to seek specific performance) to terminate this contract immediately by notice in writing to you.
- 11.2 Upon termination, you shall immediately deliver at your cost to a Nominated Delivery Point all unused planting seed and harvested grain in your possession and/or control.
- 11.3 NUSEED has the right to take possession of any part or the whole of the seed and crop following any termination of this contract.

12. SPECIFIED FORCE MAJEURE

- 12.1 Neither you nor NUSEED shall be liable to the other for a failure to perform any obligation under this contract which that party could not perform for any reason genuinely beyond that party's control (for example, Act of God, industrial disruption or action, war or riot, civil commotion, fire, flood, or action taken by a governmental authority).

13. DISPUTES

- 13.1 Grain Trade Australia "Dispute Resolution Rules" apply to any difference or dispute that may arise under this contract. We each agree to refer any dispute to Mediation. If the dispute is not resolved by Mediation then it is to be determined by the "Fast Track and Low Cost Arbitration Service" provided by Grain Trade Australia.

14. GENERAL

- 14.1 NUSEED may: (a) assign its rights under this contract without your consent (NUSEED will notify you in writing if any such assignment occurs); or (b) novate this contract with your consent (which consent must not be unreasonably withheld or delayed).
- 14.2 You shall not assign your rights under this contract without the prior written consent of NUSEED, which consent may be given or withheld at the sole discretion of NUSEED.
- 14.3 This contract shall be governed by and construed and interpreted under the laws of the State of Victoria and we each agree to submit to the Courts of that State.