

This Contract made this \_\_\_\_\_ between OLDS PRODUCTS CO. OF ILLINOIS operating as OLDS PRODUCTS (“Buyer”) and \_\_\_\_\_ (“Grower”). The parties agree that the Grower will make delivery of and the Buyer will take delivery of and make payment for the commodity described below, subject to the terms and conditions of this Contract.

**1. PURCHASE OF SEED:**

The Grower agrees to purchase from the Buyer and the Buyer agrees to sell to the Grower at \_\_\_\_\_ the type(s) and quantity(ies) of BROWN MUSTARD seed specified below (“Seed”):  
\_\_\_\_\_ of treated Centennial certified seed at \$CDN \_\_\_\_\_ per lb.

The Buyer will issue an invoice for the Seed when it is delivered to / picked-up by the Grower. No Seed returns are permitted. If the Grower does not pay the invoice on or before \_\_\_\_\_, the outstanding price will accrue interest at a rate of 1.0% per month (12.0% per year) from the date of the invoice. The outstanding price payable by the Grower for the Seed will be set-off against the price payable by the Buyer for the Commodity (as defined below) as and when it is delivered to the Buyer. Grower may deduct \_\_\_\_\_ of the Seed amount if paid within 30 days of the invoice date.

**2. PRODUCTION OF COMMODITY:**

The Grower will plant the Seed during the \_\_\_\_\_ growing season on \_\_\_\_\_ acres of land legally described as \_\_\_\_\_ (“Seeded Acres”) and grow and harvest the crop from the Seed (“Commodity”) for the Buyer. The Grower agrees not to grow any other BROWN MUSTARD crop on any other acres for any other party, without giving prior notice to the Buyer. The Grower also agrees to give immediate notice to the Buyer if the Grower knows or believes that the Grower will be unable to deliver any or all of the Commodity to the Buyer.

**3. DELAY OR DEFAULT BY THE GROWER DUE TO AN ACT OF GOD:**

If the Grower is delayed in making or fails to make delivery of any or all of the Commodity due to a cause beyond the Grower’s control that is drought, hail or other extreme weather condition or flood or other natural disaster directly affecting the Commodity or the production of the Commodity, the Grower must give immediate written notice to the Buyer and the Buyer may:

- (a) extend the time for delivery by the Grower until the first reasonable opportunity; or
- (b) cancel all or part of this Contract.

Neither the Grower nor the Buyer will be liable to each other for any losses, damages, or costs incurred as a result of such delay or failure.

**4. SAMPLES:**

Immediately after harvest, the Grower will provide to the Buyer, for information purposes only, a representative 2 lb. sample of the Commodity and an estimate of the quantity of the Commodity harvested from the Seeded Acres.

**5. DELIVERY BY FARM PICK-UP:**

Subject to section 15, the Buyer will call for delivery of the Commodity by the Grower and/or arrange for pick-up of the Commodity by the Buyer at any reasonable time or times on or before \_\_\_\_\_ and may re-schedule any call within that deadline. The Buyer will give notice to the Grower of each call and any re-scheduled call. The Grower will permit the Buyer and its representatives to enter the land or place where the Commodity is stored for the purpose of picking up the Commodity.

**6. DETERMINATION OF GRADE:**

The Buyer will determine the grade, weight, moisture and/or dockage of the Commodity after it is delivered to / picked up by the Buyer. If the Grower disagrees with the Buyer’s determination, the Buyer will submit a representative sample of the Commodity to the Chief Inspector, Canadian Grain Commission, whose decision will be final and binding.

**7. PURCHASE OF COMMODITY:**

(a) The Grower agrees to sell to the Buyer and the Buyer agrees to purchase from the Grower the first \_\_\_\_\_ net lbs. per Seeded Acre of the Commodity, subject to the following:

- (i) The first \_\_\_\_\_ net lbs. (net of dockage and 1% shrink) per Seeded Acre will be based on an average yield of all Seeded Acres;
- (ii) The price ("Price") to be paid by the Buyer for the Commodity will be at a rate of CDN\$\_\_\_\_\_ per 100 net lbs. FOB

Grower's farm (net of dockage and 1% shrink) for No. 1 Canada Brown and will be reduced by the following amounts, as applicable:

- CDN \$1.00 per cwt. for No. 2 Canada Brown,
- CDN \$3.00 per cwt. for No. 3 Canada Brown,
- CDN \$5.00 per cwt. for No. 4 Canada Brown,
- grade discounts, in effect at the time of delivery, for any other grade, and
- CDN \$0.50 per cwt. if dockage exceeds 20%.

(b) If the Grower wishes to sell any quantity of the Commodity in excess of the first \_\_\_\_\_ net lbs. per Seeded Acre to a bona fide third party, the Grower shall give the Buyer the first right of refusal to purchase all or part of that excess quantity at the price bid by the third party.

(c) On or before \_\_\_\_\_; the Price paid for the Commodity will be adjusted when and if the Buyer increases the Price offered to all growers.

**8. GROWER'S DEFAULT:**

Subject to section 16, if the Grower delays in selling or fails to sell or if the Buyer determines that the Grower is unable to sell any or all of the Commodity ("Undelivered Commodity") or if the Grower otherwise fails to perform any of its obligations under this Contract ("Default"):

- (a) the Buyer may cancel all or part of this Contract;
- (b) the Buyer may refuse to accept any returns of Seed;
- (c) the Buyer may:
  - (i) Buy replacement mustard in the marketplace; or;
  - (ii) value the Undelivered Commodity at its market price as of the date when delivery was due or, in the case of no fixed delivery date, the date when the Default occurred; and
- (d) the Grower will pay to the Buyer:
  - (i) damages equal to the excess of the amount under section 8(c) over the price for the Undelivered Commodity; and
  - (ii) all other losses, damages, and costs (including legal, collection, and interest expenses) incurred as a result of the Default.

**9. SECURITY:**

As general and continuing security for all present and future indebtedness of the Grower to the Buyer, whether under this Contract or otherwise, the Grower:

- (a) grants to the Buyer a security interest in the Seed and the Commodity, all proceeds from dealings with them and all proceeds that compensate for loss, damage or destruction of them; and
- (b) assigns to the Buyer all amounts that may become due to the Grower from grain contracts, settlements, purchase tickets, advances, insurance proceeds, government programs, or other sources relating to the Seed or the Commodity.

The Buyer may enforce these rights in any manner for its own benefit. The Grower acknowledges receiving a copy of this Contract and waives the right to receive any financing, verification or change statement. The Grower authorizes the payer under section 9(b) to pay any amount directly to the Buyer without proof of default.

**10. GOOD GRAIN:**

The Grower covenants and agrees that, upon delivery to / pick up by the Buyer:

- (a) the Commodity will be good, dry, merchantable and free from contaminants;
- (b) the Grower will be authorized to sell the Commodity to the Buyer;
- (c) the Grower will not have committed the Commodity to any other person, firm, corporation or entity; and
- (d) the Grower will have good title to the Commodity free from all liens, charges and other encumbrances.

**11. TITLE AND RISK:**

Title to the Commodity and risk of loss of the Commodity will pass from the Grower to the Buyer when the Commodity is delivered to / picked up by and accepted by the Buyer.

**12. OWNERSHIP OF SCREENINGS:**

The Buyer will own all screenings and foreign materials removed from the Commodity.

**13. ADDITIONAL CHARGES:**

The Grower will be responsible for all applicable permits, all increases in charges, rates and taxes (other than freight rates) arising after the date of this Contract and all legal and collection costs incurred by the Buyer in performing and enforcing this Contract.

**14. DELAY OR DEFAULT BY THE BUYER:**

If the Buyer is delayed in taking or fails to take delivery of any or all of the Commodity due to any cause beyond the Buyer's control, the Buyer may extend the time for delivery up to 90 days by giving written notice to the Grower. Such cause will include, without limitation, an act of God, strike, lockout or labor dispute, fuel or labor shortage, drought, hail or other extreme weather condition, flood or other natural disaster, fire, explosion, machinery breakdown, lack of facilities, transportation delay, default or shortage, embargo, quarantine, government action, riot or war. The Buyer will not be liable for any losses, damages, or costs incurred by the Grower as a result of such delay or failure. In the event of any delay by the Buyer, a storage charge of \$.15/month per 100 net lbs. will accrue for the period following the final delivery/pick-up date stated in section 5 until Buyer accepts delivery/pick up of the Commodity, at which time the storage charge for same will be paid.

**15. USE OF PESTICIDES:**

The Grower agrees that all pesticides, herbicides, fungicides and other crop protection products used in connection with growing the Commodity will be registered under the Pest Control Products Act (Canada) for such use and will be used in strict compliance with instructions of the manufacturer and requirements of applicable laws and regulatory authorities including, without limitation, Agriculture and Agri-Food Canada. The Grower will, on request, provide to the Buyer a report of all crop protection products used or to be used in connection with growing the Commodity.

**16. OTHER PROVISIONS:**

If the Grower is more than one person, the obligations and liabilities of those persons under this Contract will be joint and several.

- (a) Time is of the essence of this Contract.
- (b) This Contract may not be amended except by written agreement of the parties.
- (c) This Contract or any interest in this Contract may not be assigned by the Grower except with the prior written consent of the Buyer.
- (d) This Contract represents the entire agreement between the parties. No representations of the Buyer or its agents or representatives will be binding on the Buyer unless they are set out in this Contract.
- (e) If any term or condition of this Contract is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that term or condition will be severed from this Contract and the remainder of this Contract will continue in full force.
- (f) This Contract is binding on the parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
- (g) This Contract will be interpreted, performed, and enforced in accordance with the laws of the Province in which the Grower's farm is located.

The Grower acknowledges, when signing this Contract, that the Grower has received, read and understood, and agrees with all of the terms and conditions of this Contract. This Contract will not be valid unless it is signed by the Grower and by both of the authorized agent and the authorized representative of the Buyer.

**OLDS PRODUCTS:**

Per: \_\_\_\_\_  
Buyer's Agent

Per: \_\_\_\_\_  
Buyer's Representative

**GROWER:**

Per: \_\_\_\_\_  
Grower

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Directions to Farm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mobile Phone Number

\_\_\_\_\_  
Email Address