

PURCHASE CONTRACT TERMS AND CONDITIONS

1. This contract shall be governed by the Grain Trade rules of the National Grain and Feed Association governing transactions in grain presently in effect which are by this reference incorporated herein, except as the same are superseded, modified or amended by the contract's expressed terms.
2. Seller warrants that Seller has good and merchantable title to the grain which is the subject matter of this contract and that the grain is free from any and all liens, encumbrances, or security interests. All taxes, levies, assessments, or charges of whatever kind or character hereinafter imposed, or any increase in freight rates prior to shipment hereunder will be at the cost and expense of the Seller.
3. Seller warrants that the grain which is the subject of this contract is merchantable and shall meet the requirements of all federal, state and local laws or ordinances, including, but not by way of limitation, all federal, state and local Food and Drug specifications, laws or orders to the time of unloading at destination.
4. Any switching or extra charges accruing as a result of (1) Seller's failure to follow the shipping directions of Buyer, or (2) Seller's failure to load cars in accordance with the rules and regulations of the originating railroad, shall be at the expense of Seller.
5. Cars for shipment of grain by rail are to be obtained by Seller on tracks designated by Buyer, except when designated Buyer's cars. Failure or inability to secure cars shall not extend the time for performance of this contract.
6. Time is of the essence of this contract.
7. Buyer shall not be liable for any direct or indirect damages whatsoever any of which arise from failure or delay in performance of the terms of this contract by reason of the occurrence of any event over which Buyer has no control, including, but not necessarily limited to, strikes, embargoes, railroad car or barge shortages, acts of God, or other difficulties.
8. In the event of an increase in the market price of the grain sold hereunder, or if in the sole judgment of Buyer, the financial resources or ability of Seller to perform hereunder become impaired or unsatisfactory at any time during the term of this Contract, the Buyer may require of Seller a deposit of suitable security or margin for performance by Seller in such amount of amounts from time to time as Buyer shall specify not exceeding the difference between the market price and the Contract Price. Upon notification by buyer that a deposit will be required, Seller shall make such deposit no later than the close of Buyer's next business day. If Seller fails to make such deposit, then Buyer may at its sole option (1) cancel this Contract on the undelivered portion thereof, in which case, Seller agrees to pay Buyer the difference between the market price on the date of cancellation and the Contract Price, or (2) buy in at any time for Seller's account all or any undelivered between the purchase price and the Contract Price or (3) otherwise change the terms of payment herein specified.
9. The parties hereto agree in the event of a dispute over the terms or performance of this agreement, that such dispute shall be adjusted through arbitration procedures as follow:
 - a. Commencement of arbitration of a dispute arising under the provisions of this agreement shall be by written demand served by the party desiring arbitration upon the other party by mail or in person.
 - b. The Arbitration Rules of the National Grain and Feed Association apply as follows:
 - i. If both parties are members of the National Grain and Feed Association, any disputes involving the performance or interpretation of this agreement will be decided by arbitration in accordance with the bylaws, arbitration rules and the Grain Trade Rules of the National Grain and Feed Association.
 - ii. Primient is a member of the National Grain and Feed Association. If the other party is not a member, he agrees to consent in writing to the jurisdiction of the National Grain and Feed Association as provided in Section 3 (a) (2) of the Association's Arbitration Rules.
10. Seller shall not assign this contract without the Buyer's express written consent.
11. This contract embodies the entire agreement between the parties. No verbal agreement, modification, amendment, or warranty affecting the terms of this contract shall be valid or binding unless confirmed in writing by the parties hereto. If any provisions herein is involved, it shall be considered deleted herefrom, and shall invalidate the remaining terms and conditions.
12. The parties hereto agree that the rights and obligations under this contract shall insure to and be binding on their respective successors and assigns.
13. Failure to advise us immediately in writing upon receipt of this confirmation will constitute your acceptance of these terms. Official rules weights, and grades to govern unless otherwise specified.