

TYPICAL DEFERRED DELIVERY CONTRACT (PULSE CROPS)

Recommended by the Canadian Special Crops Association and the Saskatchewan Pulse Growers

Date: _____

Between:

_____ (Grower's Name)
 _____ (Grower's Address)

_____ (CWB No., if applicable)
 _____ (Email)
 _____ (Fax)

("Grower")

And

_____ (Buyer's Name)
 _____ (Buyer's Address)

_____ (Email)
 _____ (Fax)

("Buyer")

1. The Buyer agrees to buy, and the Grower agrees to sell, agricultural produce as follows:

| | |
|---|--|
| Crop | <i>(Full description of product to be delivered, including variety)</i> |
| Quality | <i>(Provide a complete description of the character and quality to be delivered)</i> |
| Quantity | _____ tonnes |
| Delivery Location | _____ |
| Delivery Period | _____, 20__ to _____, 20__ |
| Price | \$ _____ <i>(including taxes, if any)</i> |
| Administration Fee (s. 5 of Standard Conditions) | \$ _____ /tonne |
| Grading Authority | <i>Choose one. If not checked, Canadian Grain Commission will be used:</i> <input type="checkbox"/> Canadian Grain Commission <input type="checkbox"/> SGS Canada Inc. |
| Screenings Owner | Grower / Buyer <i>(Circle one)</i> |

TYPICAL DEFERRED DELIVERY CONTRACT (PULSE CROPS)

Recommended by the Canadian Special Crops Association and the Saskatchewan Pulse Growers

2.
 - a) Grower agrees to deliver the Crop to the Delivery Location, at the Grower's expense, during the Delivery Period, as directed by the Buyer.
 - b) The Buyer shall give the Grower at least 7 clear days notice of a delivery date or dates.
3. The Buyer shall pay the Price, less any Price Deductions, to the Grower within ten (10) days of delivery of the Crop.
4. If the Crop does not meet the Quality, the Grower may elect to provide product to the Buyer which does not meet the Quality and to accept payment from the Buyer for the Crop of the quality so delivered at a price equal to the Price basis less the Buyer's price spreads in effect at the time of delivery of the lower grade.
5. Grower shall not sell or agree to sell to any other person any crop which would impair Grower's ability to fulfill its obligations under this agreement. Grower shall keep the Crop free and clear of all liens, security interests and encumbrances and shall transfer clear title to the Crop to the Buyer.
6. All deliveries shall meet or exceed the Quality. In the event that there is a dispute regarding the specifications of the Crop delivered, a sample of the Crop shall be forwarded to the Grading Authority, whose decision shall be binding on the parties.
7. The terms and conditions contained in the Standard Conditions, and in Schedule "A" (if any) are incorporated into this agreement.

OPTIONAL CLAUSES

Note: The following clauses may be included or deleted, as the parties may agree. If they are deleted, they should be stroked out, and each party should initial the deletion.

Choose no more than one of A, B or C:

- A. If either party is unable to deliver or accept the Crop, as the case may be, due to an Act of God, then the other party may elect to cancel this agreement, or to extend the time for delivery until the first reasonable opportunity. For purposes of this agreement, "Act of God" shall mean an occurrence due entirely to forces of nature which could not have been prevented through human intervention.
- B. If either party is unable to deliver or accept the Crop, as the case may be, due to an Act of God, then this agreement shall be at an end, and neither party shall be liable to the other for any further costs, charges, damages or expenses of any kind. For purposes of this agreement, "Act of God" shall mean an occurrence due entirely to forces of nature which could not have been prevented through human intervention.
- C. If the Grower is unable to deliver the Crop due to an Act of God, then this agreement shall be at an end, and the Grower shall reimburse the Buyer for any inputs, advances or other amounts provided to the Grower with respect to this agreement. The Grower shall have no further liability to the Buyer after such reimbursement. For purposes of this agreement, "Act of God" shall mean an occurrence due entirely to forces of nature which could not have been prevented through human intervention.

Grower

Witness

Buyer

Witness

