

DELIVERY OF GRAINS AND OILSEEDS
To North West Terminal Ltd (the “Grain Handling Company”)
for North West Terminal Ltd (the “Grain Buyer”)

DECLARATION OF ELIGIBILITY FOR DELIVERY

I, (print name &/or company name) _____

of (print address) _____

in the Province of _____

DO SOLEMNLY DECLARE AND AGREE THAT:

1. I am the undersigned producer and have entered into a contract with the Grain Buyer to deliver grain and/or oilseeds. In the case of a Corporation that has entered into a contract with the Grain Buyer to deliver grain and/or oilseeds, I am an authorized representative of the Corporation and make this Declaration personally and on behalf of the Corporation.

2. Any and all deliveries of wheat made by me or on my behalf to the Grain Handling Company and/or the Grain Buyer are eligible varieties for delivery for the class of wheat for which payment is being requested in accordance with the Marketing Freedom for Grain Farmers Act, Canada Grain Act, Seeds Act, and all Regulations and Orders made pursuant to those Acts (collectively, the “Acts”) as applicable. Any and all deliveries of other grains and/or oilseeds made by me or on my behalf to the Grain Handling Company and/or the Grain Buyer are eligible varieties for delivery for the commodity type of grain and/or oilseed for which payment is being requested in accordance with the Acts. I understand and agree that in order to be eligible, the variety must be registered by the Canadian Food Inspection Agency as eligible for the commodity type (e.g. wheat, barley, flax, peas, canola, mustard, etc.). I further understand that, in the case of wheat, the variety must be placed into a wheat class by the Canadian Grain Commission. For a list of eligible varieties for all commodity types telephone the CFIA at 1-800-442-2342 or reference the Canadian Food Inspection Agency’s website at: http://www.inspection.gc.ca/active/netapp/regvar/regvar_lookupe.aspx. For a list of eligible wheat varieties for the various wheat classes, reference the Canadian Grain Commission (CGC) web-site at: <http://www.grainscanada.gc.ca/legislationlegislation/orders-arretes/ocgcm-maccg-eng.htm>, or call the CGC at 1-800-853-6705.

3. The grain and/or oilseeds delivered by me hereunder consisted entirely of a variety or varieties registered for production in Canada. For varieties protected by Plant Breeders Rights Act 91 requiring such varieties to be procured from pedigreed seed (i.e. varieties protected after February 27, 2015), the seed from which the grain and/or oilseed was produced was purchased as pedigreed seed, or was derived by me from a generation of seed I originally purchased as pedigreed seed.

4. Warranties Regarding Pesticide Application (PLEASE CHECK 1 BOX FOR EACH CHEMICAL)

Metconazole. I understand that Metconazole, the active ingredient in “**Quash Fungicide**”, is registered for use in Canada, but that using it results in residues that are not acceptable in certain export markets. I hereby represent and warrant that (**please check one**):

- Any and all deliveries of canola made by me or on my behalf have **not** been treated with any crop protection product containing Metconazole, including the product known as “Quash Fungicide.”
- My delivery has been or may have been treated with “Quash Fungicide” and/or a product containing Metconazole.

Saflufenacil. I understand that Saflufenacil, the active ingredient in “**Heat LQ**”, is registered for use in Canada, but that pre-harvest use on flax may result in residues that are not acceptable in certain export markets. I hereby represent and warrant that (**please check one**):

- Any and all deliveries of flax made by me or on my behalf have **not** been treated pre-harvest with any crop protection product containing Saflufenacil, including the product known as “Heat LQ”.
- My delivery of flax has been or may have been treated pre-harvest with “Heat LQ” and/or a product containing Saflufenacil.

In the event of noncompliance with the use of these chemicals, the Grain Handling Company and/or the Grain Buyer may refuse to accept delivery of the grain and/or oilseed offered for sale, unless prior arrangements have been made.

5. If I, or anyone on my behalf, deliver(s) to the Grain Handling Company and/or the Grain Buyer grain and/or oilseeds that do not comply with paragraphs 2 and 3 above, or if any delivery of grain and/or oilseed is made that is contrary to the Producer Declaration 19-20 representation and warranty in paragraph 4 hereof, I acknowledge and agree that the Grain Handling Company and/or the Grain Buyer may consider any or all of the representations I made in paragraphs 1, 2, 3 and 4 above to have been made

fraudulently and/or negligently, in which case I will be liable to the Grain Handling Company and/or Grain Buyer for all claims, damages, losses and costs (including legal fees) that may result from such false and/or negligent representation, and agree to indemnify and hold harmless Grain Handling Company and/or Grain Buyer from and against any and all loss, cost, damage, expense or penalty that may be incurred by reason of any non-compliance by me with any applicable law or contract, or any failure to comply with the above. I further acknowledge and agree that the Grain Handling Company and/or Grain Buyer may consider me to be in default of my delivery contract and, in addition to any other remedies available to the Grain Buyer and/or Grain Handling Company, may cancel any contracts between myself and the Grain Handling Company and/or the Grain Buyer.

6. I acknowledge and agree that the Grain Handling Company and/or Grain Buyer may exchange with each other and the Canadian Grain Commission relevant materials (including producer name, address, delivery sample information, and a portion of the physical sample taken by the Grain Handling Company) relating to suspected deliveries of (i) ineligible varieties of grains and/or oilseeds or (ii) grains and/or oilseeds in noncompliance of paragraph 3 or 4 hereof by me or on my behalf to the Grain Handling Company. I understand that this information will be used as the basis for establishing responsibility, which may result in the imposition of penalties and/or claim for damages on me, as part of evidence given in an arbitration process and/or court proceeding.

7. This Declaration is made and intended to apply to all deliveries of grains and/or oilseeds made by me or on my behalf to the Grain Handling Company from and including the date indicated below until the end of the 2019-2020 crop year, or until this Declaration is replaced or withdrawn by my written notice acknowledged by both the Grain Buyer and the Grain Handling Company.

DATED this _____ day of _____, _____

Witness Signature

Producer Signature

(Witness Name Printed)

(Witness Address Printed)

