

AWB GENERAL TERMS AND CONDITIONS

5. CONTRACT FORMATION

- 5.1 You have agreed to sell and deliver the contracted tonnage to AWB on the terms set out in this contract.
- 5.2 AWB will pay you the price payable for the delivered tonnage as set out in clause 3 plus any other amounts payable by AWB under this contract, but minus any costs, levies or tolls or other amounts payable by you to an AWB entity.
- 5.3 Any premiums, discounts and increments applicable to this contract will be calculated as set out in clause 3.
- 5.4 If this contract is a multigrade contract you may only deliver grades of grain which are specified in clause 3.
- 5.5 Certain words and phrases have the meanings given to them in the dictionary found at clause 21 of these General Terms and Conditions. This contract contains the entire agreement between the parties and will supersede and prevail over any previous negotiations between the parties. The parties agree to exclude the application of the Grain Trade Australia Rules (with the exception of the provisions relating to arbitration as noted in clause 17.3 below) and to the extent permitted by law, the application of the relevant Sale of Goods Act. Any provision of this contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this contract enforceable, unless this would materially change the intended effect of this contract.

6. DELIVERY OF CONTRACTED TONNAGE

- 6.1 You must comply with your delivery obligations in relation to delivery of the contracted tonnage for the "delivery type", as set out in the following table:

DELIVERY TYPE	YOUR DELIVERY OBLIGATIONS	PASSING OF TITLE AND RISK	PRELIMINARY DETERMINATION OF WEIGHT OF GRAIN
Port zone	Deliver to and unload the contracted tonnage at any BHC site in the port zone that is open to receive your contracted tonnage.	Title and risk pass on your unloading the relevant delivered tonnage at the BHC site in the port zone specified by AWB.	by a weighing station acceptable to AWB at the applicable delivery point
Delivered silo	Deliver to and unload the contracted tonnage to the delivery point.	Title and risk pass on your unloading the relevant delivered tonnage at the specified delivery point.	by a weighing station acceptable to AWB at the applicable delivery point
Delivered in-store	Advise the BHC site that it is storing the contracted tonnage for AWB and direct the BHC site to notify AWB of this.	Title and risk pass on receipt by AWB of notice from the BHC site that it holds the relevant delivered tonnage for AWB.	by the original weigh bridge tickets supplied by the BHC site in respect of that grain
Ex-farm	Make the contracted tonnage available on your farm for pick up by AWB.	Title and risk pass when AWB or its agent collects the relevant delivered tonnage from your farm and obtains a weighbridge ticket showing the weight of the delivered tonnage.	by the original weigh bridge tickets issued by the weigh station nominated by AWB to AWB or its agent
Delivered buyer	Deliver to and unload the contracted tonnage to the delivery point.	Title and risk pass on your unloading the relevant delivered tonnage at the delivery point.	by the original weigh bridge tickets issued by the weigh station nominated by AWB,

- 6.2 Title and risk in the contracted tonnage pass to AWB in accordance with the provisions of the table set out in clause 6.1.
- 6.3 Subject to the following provisions of this clause 6.3, you must deliver the contracted tonnage during the delivery period. If "Buyer's Call" is specified in the Delivery Method
- (a) you must deliver the contracted tonnage within the dates nominated by AWB within the delivery period; and
- (b) AWB will pay the carry charges (if any) specified in Carry charge / month per tonne during each month of the delivery period until the date of delivery that AWB nominates.
- 6.4 The weight of grain delivered to AWB is determined in accordance with the table set out in clause 6.1 except that, if AWB considers that the weight specified on these tickets is manifestly wrong, such other weight as AWB considers appropriate.
- 6.5 When you deliver the contracted tonnage to AWB via a BHC site, you are responsible for obtaining from the BHC site a ticket signed by the BHC site and containing the following information for each delivery load:
- | | | |
|---------------------------------|----------------------|---|
| (a) Contract number; | (f) Variety; | (k) Screenings; |
| (b) Ticket number; | (g) Bin grade; | (l) Moisture content; |
| (c) Grower name; | (h) Pay Grade; | (m) Details of any treatment to the grain or defects; |
| (d) Grower registration number; | (i) Test Weight; | (n) Site of delivery; and |
| (e) Date of delivery; | (j) Protein content; | (o) Load tonnage. |

You must provide this ticket to AWB on request. You agree that AWB can, in its discretion, rely on the accuracy of information contained in this grain delivery ticket unless AWB considers that the information on the grain delivery ticket is wrong.

- 6.6 If a contractor makes any of your deliveries, you agree that the contractor acts on your behalf and with your authority.
- 6.7 If you are a participant in a share farm arrangement, you agree that where a person makes a delivery of grain to us using the AWB share farm access number, that person is authorised to do so on behalf of each participant (including you) in that share farm arrangement.
- 6.8 You are responsible for delivering the contracted tonnage to a delivery site. Non availability of a delivery site or of a segregation at a delivery site does not affect your obligation to deliver under this contract in any way and you must deliver the grain to a delivery site agreed with AWB.

7. ORIGIN

The Commodity must have been produced in Australia.

8. QUANTITY TOLERANCE

- 8.1 Any shortfall in delivered quantity will be subject to clause 15 below.
- 8.2 Deliveries that exceed the Contracted Tonnage, at AWB discretion, may either be accepted at the contract price or rejected.

9. CONTRACT SEQUENCE

If you have more than one grain contract with AWB, and you have not delivered any of the contracted tonnage for one or more of those grain sale contracts, you may nominate the sequences for applying your deliveries to any contracts whose delivery period has not expired. If you do not specify a sequence or there is an error in your nominated sequence, AWB may apply your deliveries at its sole discretion.

10. SAMPLING AND ANALYSIS

- 10.1 Unless we otherwise agree in writing, analysis of the sample as conducted by AWB or our representative shall be final and binding. AWB has sole discretion whether to accept or reject deliveries of grain by you that do not comply with the specifications in or requirements of this contract. If AWB accepts delivery of grain that does not comply with the specifications, you agree to accept payment from AWB at the price payable by AWB for such grain (determined in AWB's discretion) as at the date on which AWB determines the grain did not comply. Acceptance by AWB in these circumstances does not constitute a waiver of its additional rights under this contract.
- 10.2 If AWB rejects or withdraws its acceptance of grain, AWB will notify you and require you to collect your grain. You are liable for all costs incurred by you and AWB as a result of AWB's non-acceptance or withdrawal of acceptance of any delivery. You agree that you will have no claim arising from such circumstances.

11. PAYMENT

- 11.1 Payments are to be made in accordance with the terms specified in this contract.
- 11.2 Any industry, statutory or government levies which are not included in the price shall be deducted as required by law, or as notified by AWB.

12. GOODS AND SERVICES TAX

- 12.1 The price per tonne payable for the product purchased pursuant to this contract is quoted as a GST exclusive amount.
- 12.2 Words in this clause 12 have the same meaning as in the GST Act unless the context indicates otherwise. The "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.
- 12.3 Subject to this clause 12, if GST is chargeable on the supply of the Commodity to AWB, AWB must pay, in addition to and at the same time as the total Price is payable an additional amount calculated by multiplying the total Price by the prevailing GST rate.
- 12.4 AWB is not required to pay any amount of GST to you unless you have provided AWB with a valid tax invoice. This Clause does not apply if AWB issues a recipient created tax invoice ("RCTI") in accordance with clause 12.5.
- 12.5 The parties agree that:
- AWB can issue an RCTI in respect of the supply of any commodity by you to AWB under this contract;
 - AWB will issue a recipient created adjustment note for any adjustment event that arises in relation to the supply of any commodity for which AWB issued an RCTI under clause 12.5(a)
 - You agree that you will not issue tax invoices in respect of the supplies in relation to which AWB has generated a recipient created tax invoice.
 - You are registered for GST purposes as at the date of entry into this contract and undertake to notify AWB if you cease to be registered or cease to satisfy the requirements for issuing an RCTI as set out in the GST Act or as determined by the Commissioner of Taxation from time to time;
 - AWB is registered for GST purposes as at the date of entry into this contract and undertakes to notify you if it ceases to be registered or ceases to satisfy the requirements for issuing an RCTI as set out in the GST Act or as determined by the Commissioner of Taxation from time to time; and
 - If the amount of GST recovered by you from AWB differs from the amount of GST payable at all by you in respect of any supply under this contract, the amount payable by AWB to you will be adjusted accordingly and an appropriate adjustment note issued.
- 12.6 If a payment to satisfy a claim or right to claim under or in connection with this contract (for example for misrepresentation or for breach of warranty or for indemnity or for reimbursement of any expense) gives rise to a liability to pay GST, the payer must pay and indemnify the payee on demand against that amount of GST.
- 12.7 If any party has a claim under or in connection with this contract for a cost on which that party must pay GST, the claim is for the cost plus all GST, except for any GST for which that party (or the representative member for a GST group of which the party is a member) is entitled to an input tax credit.
- 12.8 If a party has a claim under or in connection with this contract, the amount of which depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

13. ENCUMBRANCES, WARRANTIES AND INDEMNITIES

- 13.1 You must not without our written consent:
- create an encumbrance over, dispose of, declare a trust over or otherwise deal with any interest that you have in this contract, including all your rights under it or any amount payable to you under it; or
 - create or allow to come into existence any encumbrance which affects this contract; or
 - purport to create or allow to come into existence any encumbrance over grain that you deliver to AWB, or create or allow to come into existence any encumbrance over the proceeds of grain you deliver to AWB.
- 13.2 Without limiting the above, you agree to notify AWB immediately if an encumbrance exists or is created at any time over your rights under this contract, over the grain, or over the proceeds of sale of grain, that you deliver to AWB.
- 13.3 Without limiting the above, if an encumbrance exists in respect of the grain that you delivered to AWB or the proceeds of sale of that grain, then, without limitation to any other right of AWB, including the right to indemnification, you agree to pay AWB an administration fee for processing, complying with and paying any claims made by the holder of that encumbrance. You agree that the administration fee will be the amount set by AWB from time to time, details of which are available from the AWB Grower Service Centre.
- 13.4 Whenever we reasonably request you to do anything to more satisfactorily secure the interests of AWB in a manner not inconsistent with this contract, you must do it immediately. It may include registering a charge or Personal Property Security Act 2009 (Cth) interest to protect the validity, enforceability or priority of the rights of AWB.
- 13.5 You represent and warrant to AWB at the date of this contract and each time you make a delivery under this contract that:
- you have good right and title to the contracted tonnage delivered by you to AWB ;
 - you have disclosed in writing to AWB any encumbrances to which that grain, or the proceeds of sale of that grain, is subject;
 - in relation to any grain delivered by you to AWB which has been the subject of an encumbrance, you have obtained the written consent of the holder of the encumbrance to the sale of the grain to AWB such that AWB acquires the grain free of the encumbrance;
 - you are not insolvent;
 - title to the contracted tonnage will transfer to AWB in accordance with clause 6.1;
 - you have complied with all applicable grain receival standards that AWB or its agent requires at the time of delivery and all relevant pesticide treatment legislation or standards in relation to pesticide in grains intended for stockfeed and/or for human consumption or industrial purposes;
 - the contracted tonnage, on delivery, complies with the specifications in this contract; and
 - If you enter into this contract in the capacity of a trustee of a trust or settlement, you have the full authority and power to do so under the instrument and enter into this contract for the proper administration of the trust or settlement and for the benefit of, and in the interests of, all beneficiaries of the trust or settlement and have and will maintain an enforceable right of indemnity against the assets of the trust for any liability you may incur as trustee.
 - You are authorized to provide the supplier information on behalf of the supplier and such supplier information included in the most recent supplier confirmation advice you have received from AWB or recorded by the provider of your third party registration number (as applicable) remains accurate as at the time of delivery and that you will ensure that the supplier information is updated promptly to reflect any changes that occur after delivery for so long as any obligations under this contract remain to be performed.
- 13.6 AWB is not liable for any cost, expense, loss or liability suffered by you unless the cost, expense, loss or liability is caused solely by AWB's breach of this contract.
- 13.7 You agree to indemnify AWB (and each other AWB entity) on demand for any claims or losses:
- related to any person claiming an interest in any grain delivered by you, this contract or the proceeds of sale of such grain;
 - from your failure to deliver the contracted tonnage on time under this contract;
 - from any breach by you of this contract, including (but not limited to) any obligation, representation, warranty or statement made or repeated by you being untrue or misleading (whether by omission or otherwise);

- (d) relating to any encumbrances that affect any of your contracts or any grain delivered by you;
- (e) for all grower liabilities;
- (f) for all government charges and any taxes (other than income tax and GST), duties and charges payable in respect of this contract and the transactions under it; and AWB holds this indemnity on trust for all AWB entities relating to a failure of the grain delivered by you in meeting the applicable receival standards or any State and Federal pesticide treatment legislation or standards in relation to pesticide in grains intended for stock feed, human consumption or industrial purpose.

14. FORCE MAJEURE

- 14.1 Neither party will be liable for delay or non-performance of this contract which is caused by a force majeure event provided that the affected party immediately (being within 2 Business Days of the force majeure event) notifies the other party in writing of the circumstances of the claimed force majeure event and provide details to the other party's reasonable satisfaction as to the existence and impact of such Force majeure event. This clause applies to the benefit of a party only for so long as the relevant Force Majeure Event continues.
- 14.2 A party claiming that a force majeure event exists, must use its reasonable endeavours to remove, overcome or minimise the effects of that force majeure event as quickly as possible.

15. FAILURE TO DELIVER CONTRACTED TONNAGE

- 15.1 In all circumstances, if you breach this contract you must pay to AWB damages to compensate AWB for any loss suffered by AWB as a consequence of your breach.
- 15.2 If you breach this contract by failing to deliver the contracted tonnage, AWB may, in its absolute discretion;
 - (a) Accept or reject any delivered tonnage, and either :
 - (b) Acquire from a third party selected by AWB, grain up to the amount of the shortfall or
 - (c) Calculate the cost to acquire, from a third party selected by us, of the grain in the amount of the shortfall.
- 15.3 You must pay to AWB on demand the difference between the cost to acquire the shortfall or the calculated cost to acquire the shortfall, less the price that would have been paid to you for the amount of the shortfall.
- 15.4 The calculated cost to acquire will be based on a value as of 24 hours of either your first notification to AWB of your intent to fail to deliver the contracted tonnage or if you do not so notify, when AWB declares a default.
- 15.5 You must pay any amounts payable by you to AWB under this section 15 within one month of the later of either:
 - (a) the expiration of the delivery period ; or
 - (b) AWB's determination of the amount payable in respect of the relevant breach.
- 15.6 AWB may charge you interest on any unpaid amount at a rate determined by AWB.
- 15.7 You acknowledge and agree that AWB is not required to take any steps to mitigate any costs, expense, loss or liability incurred by it as a consequence of your failure to deliver the contracted tonnage.

16. WAIVER

If AWB elects not to exercise any of its rights arising from a breach of this contract it shall not constitute a waiver of any rights relating to any other or subsequent breaches that may occur.

17. SET-OFF AND CLAW BACK

- 17.1 Any AWB entity which is liable to pay any amount to you on any account whatsoever may set off or deduct any amount due from, or if a contingent or unliquidated debt or obligation, its reasonable estimate of such debt or obligation owed by, you to any AWB entity against any amount due for payment by any AWB entity to you under this contract or otherwise. The relevant AWB entity has this right of deduction or set off even if the amount payable is owed by you to another AWB entity. When an estimated debt or obligation becomes liquidated or known, the relevant AWB entity will make all necessary adjustments to the amount of the debt due and owing to you.
- 17.2 If any payment by you to an AWB entity is void or voidable for any reason, that payment will be deemed not to have discharged your liability to that AWB entity in respect of that payment (notwithstanding any release or discharge given by that AWB entity).
- 17.3 If, after payment to you of any amount by an AWB entity in relation to this contract, AWB decides that for any reason you had no right to some or all of that amount (including where you are overpaid) then, despite any other provision of this contract, the applicable AWB entity may recover from you that amount plus interest on that amount at the rate that AWB reasonably determines to be the 90 day bank bill rate applicable at that time plus two per cent per annum, calculated daily from the date that the amount is paid or advanced until (but not including) the date on which the amount is repaid.

18. DISPUTES

- 18.1 Any dispute arising out of or relating to this contract or the breach, termination or subject matter thereof shall be submitted to and settled by arbitration in accordance with the GTA Trade Rules relating to arbitration proceedings current at the date of this contract.
- 18.2 Neither party to the dispute, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other in respect to any such dispute except as an appeal of an arbitration completed in accordance with the GTA Trade Rules.
- 18.3 The Law in the State of Victoria applies to this contract. To the extent of an appeal of a GTA arbitration, the parties each submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

19. PRIVACY

- 19.1 If you are an individual, you agree that we may use any information we collect about you (including the information contained in this contract) for the purpose of managing our commercial relationships with you, including in relation to this contract. We may transfer information overseas and disclose it to others (including, without limitation, contractors and buyers) for that purpose and for related purposes. If you wish to seek access to information we hold about you, please contact AWB. You can view our privacy policy at awb.com.au.
- 19.2 If you wish to give us any information about an individual other than yourself, then you agree to ensure the individual to whom that information relates agrees that we may use and disclose information about him or her

20. GENERAL

- 20.1 This contract does not create an agency or other fiduciary relationship between the parties.
- 20.2 All stipulations set forth in this contract as to time are of the essence.
- 20.3 This contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- 20.4 Written communications to you must be sent to your address, fax or email as set out in your supplier information or in clause 1. Written communications to an AWB entity must be sent to AWB at GPO Box 58, Melbourne, Victoria, 3001 or as otherwise notified on the AWB website from time to time.
- 20.5 You agree and acknowledge that:
 - (a) sending or giving instructions or information by facsimile, the Internet or telephone (communications methods) is not a secure means of sending or giving information;
 - (b) you are aware of the risks involved in using such communications methods, including the risk that instructions may:
 - (c) be fraudulently or mistakenly written, recorded, altered or sent; or
 - (d) not be received in whole or in part by the intended recipient or listener;
 - (e) no AWB entity is under a duty to enquire as to whether any instructions which appear to have been properly given by you have in fact been given by you;
 - (f) no AWB entity will be liable for any claims or losses incurred in connection with you using such communication methods, including in connection with an AWB entity;
 - (g) not acting on any instructions which in its opinion appear to have been communicated fraudulently, mistakenly, erroneously or without authority; or

(h) acting on instructions which appear to have been properly created by you and received by that AWB entity, except in the case where that claim or loss is the direct result of fraud or wilful misconduct on the part of that relevant AWB entity; and an AWB entity may record and/or monitor telephone conversations with you with or without an automatic tone warning device and any AWB entity may use those recordings or transcripts from such recordings for any purpose that AWB entity considers desirable or appropriate in its absolute discretion.

20.6 You agree that you are aware that this contract is a binding legal agreement and you should seek independent legal advice if you are uncertain about the rights and obligations created under it.

21. DICTIONARY

The following definitions apply in this contract.

“access Number” means either AWB Access Number; NGR number; or CBH Grower Number

“AWB” means Cargill Australia Limited ABN 42 004 684 173 trading as AWB.

“AWB entity” means AWB, Australian Grain Accumulation Services Pty Limited, AWB (Australia) Pty Ltd, AWB Grainflow Pty Ltd and AWB Harvest Finance Pool Pty Ltd atf 2011/12 AWB Pools Trust and any other subsequent pools.

“AWB Grower Service Centre” means the AWB telephone information service which (at the time of printing) can be reached on telephone number 1800 447246.

“BHC site” means a bulk handling site that receives and/or stores and handles grain on behalf of AWB under a current storage and handling agreement.

“business day” means a day that is not a Saturday, Sunday or public holiday and is a day on which banks are open for general banking business in Melbourne.

“claim” means any claim, notice, demand, action, recovery, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

“contracted tonnage” means the amount of grain (in metric tonnes) to be sold by you to AWB under this contract, as specified as Quantity in clause 2. The amount of the contracted tonnage may vary by any Quantity Tolerance specified in clause 2.

“costs” means, in relation to delivered tonnage, the amount determined by AWB to be the costs incurred by AWB in connection with the delivery by you of the delivered tonnage and which are included by AWB as price adjustments in determining the amount payable, including:

- (a) direct costs incurred or to be incurred by AWB in respect of the delivered tonnage (including storage, handling, AWB transport costs to port and port costs) but excluding receival fees where appropriate; and
- (b) any other costs or charges that AWB determines should be included, including on-farm pick up costs and drying and cleaning costs, to the extent that AWB determines that they are not already included in the calculation of the amount payable.

“Cover Page” means the document containing clauses 1 to 5 relating to you for this contract.

“delivered tonnage” means the quantity (in metric tonnes to the nearest one hundredth (1/100th) of a metric tonne) of all grain grades and varieties delivered by you and accepted by AWB under this contract. If you are a participant in a share-farm arrangement and that share-farm arrangement makes a delivery using its Access Number, then the number of tonnes delivered by you is your percentage share of that delivery.

“delivery period” means the period described in clause 4.

“delivery point” means, for “delivered silo” and “delivered buyer” delivery types, the site specified for delivery in clause 4 and, in respect of “port zone” deliveries, the relevant BHC site.

“encumbrance” means any security for the payment of money or the performance of obligations including a mortgage (including an assignment by way of mortgage), charge or any other hypothecation, lien, (including, without limitation, a crop lien), pledge or power of any kind whatsoever, or any trust.

“end point royalties” means royalties payable to or collectible by AWB (or any AWB entity) from you on produce derived from plant varieties, to which plant breeders’ rights or patent rights attach.

“fixed grade contract” means a contract for the purchase of grain by AWB from you where the delivered tonnage must be of the grade specified in clause 2.

“force majeure event” means an act of war (either declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, industrial action or labour disturbance, embargo, action or inaction by a Government Agency, or a failure of a public utility or common carrier which renders it impossible for you to transport the contracted tonnage to a delivery point or for AWB to pick up ex-farm grain. For the avoidance of doubt, “force majeure event” does not include any event relating to the production or non-production of grain (including, without limitation, non-production or grain wholly or partly caused by drought, flood, frost, fire or other weather conditions).

“grade spread” means the range of prices offered by AWB for different grades of grain, as specified in clause 3. This applies only to multi-grade contracts.

“grower liabilities” means, in relation to a delivery of grain by you to AWB under this contract, the amount determined by AWB as the total of levies and tolls and end point royalties relating to that delivery of grain, and any other fees, charges or other amounts to be collected by AWB from you or that are otherwise payable by you to AWB in connection with you selling that grain.

“GST Law” means the same as what “GST Law” means in A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time.

“increments” means any protein increments, screening increments and moisture increments specified in clause 3 of this contract (if applicable).

“insolvent” means bankrupt, unable to pay debts as and when they fall due, in receivership, in receivership and management, in liquidation, in provisional liquidation, under any form of administration, wound up, dissolved, deregistered, subject to any arrangement, assignment or composition with creditors, protected from creditors under any statute or in receipt of protection under statute.

“levies and tolls” means, in relation to the delivery of grain by you to AWB, any industry levies, tolls, fees, charges, duties and any other amount collectible or payable by AWB in connection with the sale of that grain to AWB.

“loss” means any loss, costs, charges, outgoings, liabilities, damages, expenses or indebtedness of any description, including for AWB, AWB’s internal costs and expenses, as determined by AWB in its sole discretion

“multi-grade contract” means a contract for the purchase of grain by AWB from you where the delivered tonnage may be any of the grades specified in clause 3 to this contract.

“GTA Trade Rules” means the trade rules published by Grain trade Australia from time to time.

“port zone” means the region associated with the location identified in clause 4, as determined by AWB from time to time.

“receival standards” means the receival standards for classification of grain which are available from AWB’s website or on request from the AWB Grower Service Centre.

“shortfall” means the difference in amount between the contracted tonnage (ignoring the tonnage tolerance) and the delivered tonnage (if any).

“tax” means any tax, goods and services tax, levy, duty, impost, fee, charge, deduction or withholding (however described) that is assessed, levied, imposed or collected by law or by any government agency (including, without limitation, a tax on net income), together with any related interest, penalty, fine, fee or other charge or amount imposed on, or in respect of any of the above, in any jurisdiction.

“this contract” means collectively:

- (a) the Cover Page;
- (b) these general terms and conditions; and
- (c) any applicable Addendums that accompany the Cover Page.

“varieties” means the varieties of grain specified in the receival standards.

“you” “your” means the party specified as “you” in clause 1.