

**Allied Mills Cereal Rye 2017/2018**  
**Additional Terms and Conditions for Hectare Contracts**  
**(“Cereal Rye Additional T&Cs”)**

1. These Cereal Rye Hectare Additional T&Cs
  - (a) apply in addition to:
    - the attached ‘Allied Mills Grower Purchase Contract Terms and Conditions’ (**Standard T&Cs**); and
    - the trade rules referred to in the Standard T&Cs, including the latest version of the Trade Rules of Grade Trade Australia (GTA), (other than Rule 19); and
  - (b) prevail over the Standard T&Cs to the extent of any inconsistency.
2. The Producer signing a hectare contract must nominate the hectares being planted. A yield estimate is also required (being an estimate of expected yield for the current season), which is used to calculate the expected tonnes.
3. The maximum tonnes (being the maximum tonnes deliverable against the contract) must be stated on the contract (maximum tonnes are based on a slightly higher yield estimates than the expected yield).
4. The producer must deliver all tonnes from the contracted hectares, up to the maximum tonnes stated on the contract.
5. The producer must specify the grain variety being grown for this contract.
6. The producer must specify the paddock name(s) and provide Allied Mills with a regular yield update on request; a standard form will be faxed to the grower from the Agent acting on behalf of Allied Mills.
7. Any change in crop circumstances **MUST** be relayed to Allied Mills or their Agent within 24 hours. AWB Merchants acting as agents on behalf of Allied Mills, will inspect crops as required.
8. Deliverable Grades applicable will be Rye1, Rye 2 and Rye 3 as per Allied Mills Cereal Rye standard.
9. Delivery site to be nominated at time of contracting, but if the nominated site is full delivery will be to the next available Allied Mills approved site with price adjusted according to the NTP track location differential.

**PRODUCTION FAILURE TERMS & CONDITIONS**

1. Producers will **NOT** be charged a wash-out fee in the event of default on delivery due to production failure. For the avoidance of doubt, production failure constitutes production loss due to drought, frost, hail, pest, disease, flood or fire.
2. If grain does not meet receival specifications, for the grade(s) specified on the contract, this grain will constitute production failure. On the conditions the producer notifies Allied Mills as specified, the delivery obligations will be amended down by the merchant responsible for the contract, to reflect the production failure.
3. If the producer encounters production failure the producer must notify Allied Mills within 24 hours of the calamity. Further the producer must notify Allied Mills of any change in expected production. An inspection will be conducted at this time, at the Merchants discretion.
4. If the producer fails to deliver against the contract, for reasons other than production failure, the default will be dealt with as per GTA trade rules, which may involve a wash-out fee being charged.
5. Final deliverable tonnes must be specified by December 15th 2017 by notifying Allied Mills or an AWB Merchant.