



OFFER TO BUY AND SELL GRAIN

The Buyer Seller agrees to offer the Grain on the H&T webpage "The Silo".

The Buyer agrees to buy and the Seller agrees to sell the Grain for delivery in the tonnage, quantity, quality specification and price as specified in this agreement.

If the offer to either buy or sell is to be withdrawn prior to completion by both the Buyer and Seller this must be done in writing by emailing info@hnt.co.nz. Until this is received the agreement may be completed.

BUYER

BUSINESS NAME	CONTACT PERSON
ADDRESS	PHONE
	MOBILE
	EMAIL

SELLER

BUSINESS NAME	CONTACT PERSON
ADDRESS	PHONE
	MOBILE
	EMAIL

GRAIN TYPE & QUANTITY

TONNES	PLUS (MAXIMUM) OR MINUS (MINIMUM) 5% OF
SALES REFERENCE CODE: (ALLOCATED BY H&T)	

LOCATION & DISPATCH

DATE OF DISPATCH	LOCATION



LOCATION & DISPATCH CONTINUED

RESPONSIBILITY FOR LOADING TRUCKS	SELLER	RESPONSIBILITY FOR TRANSPORT	BUYER
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Failure to uplift the Grain by the Buyer within 14 working days of the Date will result in a storage fee of \$10 per tonne per month plus GST being charged by the Seller.

Failure to load the Grain by the Seller within 14 working days of the Date will result in a late fee of \$10 per tonne per month plus GST being charged by the Buyer.

QUALITY SPECIFICATIONS

The grain quality specifications relevant to this agreement are available at www.hnt/nutrition

Quality Specifications met: yes no

If not please state reason: (eg. 15.5% moisture, 25% Screenings)

The quality described in the Quality Specifications is to be measured by the Buyer within 3 working days of delivery. It must be tested by a reputable third party with sufficient experience and equipment.

If the Seller's grain fails to meet the Quality Specifications (with the exception of the above declared quality issues) the buyer may (without prejudice to any other remedy):

- 1: Require the Seller to supply forthwith the Grain that meets the Quality Specifications; or
- 2: Accept the Grain and pay only the price for such grain on the market that day; or
- 3: Reject the Grain and purchase grain of the required Quality Specification on the market and recover the increase (if any) in price from the Seller.

Price \$ per tonne plus GST

Weighbridge fees and FAR levies, end point royalties [and United Wheat Growers Levy if applicable] are the responsibility of the Seller.

PAYMENT

Payment Date: Prior to delivery 20th of the month following delivery

The Price is payable by the Buyer to the Seller upon presentation of the invoice from the Seller.

If the Buyer does not pay the Seller by the Payment Date the Seller may charge the Buyer interest at a rate of 15% per annum calculated on a daily basis.

The Seller retains ownership of the grain until Payment has been received from the Buyer.



COMMISSION

Commission of \$5 per tonne plus GST will be paid to Hodder & Taylors Ltd (H&T) on the agreed Quantity of the Grain by the Seller. The commission will be invoiced for payment by H&T on the 20th of the month following the Agreement Date.

QUANTITY

The Buyer must take between the minimum and maximum tonnage offered by the seller if the Grain meets the Quality Specifications. If the tonnage is less than the minimum tonnage then the Buyer may elect to take it or reject it and treat the Seller as in breach of this agreement. If the tonnage is in excess of the maximum tonnage the buyer shall have the discretion to accept all or part of the excess at the contract price or accept all or part of the excess at a price to be negotiated between the buyer and the seller in good faith, or to reject the excess completely (in which case the Seller will promptly remove the excess from the Buyer's store, failing which the Buyer may otherwise deal with the excess at the Seller's cost.

EXCECUTION**SELLER**

SIGNED BY

DATE

BUYER

SIGNED BY

DATE

This Grain Agreement will be deemed to be created once both the Buyer and Seller parties have signed corresponding agreements referencing the Seller Reference Code.

On creation a copy of the Grain Agreement will be sent to both parties by H&T.