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73 – 105 Great South Road, Otahuhu , Auckland 1640
2020 FIXED PRICE PREMIUM 1 MILLING WHEAT PURCHASE CONTRACT
Memorandum of Agreement made between:

MAURI , a division of George Weston Foods (NZ) Ltd, a duly incorporated company having its registered office at Auckland and hereinafter called (“the Purchaser”) and

Farm Name: _____ G.S.T. No: _____

Grower’s Name: _____ Phone No: _____

Grower’s Address

Hereinafter called (“the Grower”): _____

The Grower’s and Purchaser’s Agent: _____

Agent’s Address

Hereinafter called (“the Agent”): _____

WHEREAS

- A. The grower agrees to grow wheat on the Grower’s farm and sell it to the Purchaser according to the terms contained in this Agreement.
- B. The Purchaser agrees to pay the Grower for such wheat according to the terms contained in this Agreement and in the attached Quality and Payment Schedules.

THE PARTIES NOW AGREE AS FOLLOWS:

1. The Grower will grow wheat on the Grower’s farm and sell and deliver to the Purchaser at the point of delivery nominated by the Purchaser the total grain harvested but not less than 90% of the of contracted tonnes.
2. If the aggregate of delivered wheat is less than 90% of the contracted quantity MAURI may require the grower to provide such other wheat of like quality to meet the shortfall.
3. The purchaser has first right of refusal at contract price of up to 10% above contract tonnage.
4. The purchaser has first right of refusal of contract tonnage above 10% at agreed free market price.
5. The purchaser has first right of refusal to purchase grain at contract price for their stock feed business (WAN). MAURI must provide a written release for grain it does not intend purchasing to the grower’s agent, and the agent shall, on behalf of the grower, take all steps practicable to re-sell any rejected wheat.

Cultivar _____

No. of hectares (For information purpose only) _____

Contract No _____

Contracted Tonnes _____

Line No _____

Dryland/ Irrigated (please circle)

Tonnes/Hectare

6. **Certified Seed:** The Grower will obtain at his/her own expenses certified machine dressed wheat seed of the agreed cultivar as shown above and undertakes not to deliver wheat other than that produced from the nominated cultivar and from the nominated area.
7. **Crop Production Costs:** The Grower will pay all expenses in connection with the production of wheat including crop establishment, harvesting, storage and delivery.
8. The Purchaser and/or its Agent will have the right to inspect the crop throughout the growing season and whilst the product is in storage on the Grower’s farm.
9. **Spraying:** The Grower undertakes to keep a spray and paddock history diary for the inspection by the Purchaser if required.



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- 9a. **Sampling:** On completion of the harvest the Grower will supply a representative sample of the line of wheat to the Purchaser or the Purchaser's Agent. Artificially dried wheat must be declared before delivery and a sample of the dried grain must be submitted to the Purchaser before delivery. Each submitted sample must be a minimum of 2kg and be fully representative of a paddock or silo.
- 9b. The Grower will pay the cost of testing the harvest samples to ascertain compliance with the attached Wheat Quality Schedules.
10. **Delivery:** The Grower will deliver the wheat in bulk in accordance with the Purchaser's delivery instructions.
11. **Pricing/Quality:**
- (a) Quality will be assessed by the attached Wheat Quality Schedules, relevant to the cultivar contracted. The Purchaser will have the right of rejection at any point of delivery specified by the Purchaser of all wheat which does not meet the standards covered in the Wheat Quality Schedules – MQS-P1. The Purchaser will have the option to purchase the wheat at contract price less \$10 per tonne if it does not meet the Schedule standard.
- (b) The growers production area is to be Quality Assurance Registered in the QAGrainz scheme. The crop will be grown in accordance with recognized and accepted crop husbandry principles. The grower shall manage the storage of grain and rectify pest or moisture problems in a timely manner with recognized and accepted grain management principles. The grower shall procure sufficient quantity of seed certified as true to variety in the specified cultivar, the procured seed will have been accredited by an industry approved certification scheme.
- (c) The Grower will meet the costs of inward weighs. Wheat testing, receiving and delivery costs through the Consolidator and/or Port will be met by the Purchaser. MQS-P1.
- (d) **Levies/Royalties:** All normal levies and royalties set by Regulation, Statute or Wheat Industry Agreement will be deducted from the amount payable to the Grower and paid accordingly.
- (e) **Terms of Payment:** All payment will be made through the Grower's Agent but in no circumstance should the purchaser be liable to the Grower in the event that the Grower's Agent fails to make payment to the Grower. Payment for deliveries for the period will be made to the Agent who is required to credit each Grower's account. The Grower may direct the purchaser to make payment, excluding wheat levies, and Royalties to the Grower or any other person by giving written notice received by the purchaser no less than three working days before payment is due to be made in terms of this contract. This clause is subject to any crop liens or other encumbrances which may exist.
- (f) **Property and Risk:** Property and risk in the wheat will pass from the Grower to the Purchaser when the wheat has been delivered and tested and accepted by the Purchaser's mill or appointed Grader on its behalf. In the event of a farm changing hands after a contract is signed the Grower will notify the Purchaser's Agent of such sale and if this wheat Contract is to be transferred to new owner of the property. Either way the contract is binding to supply.
12. THIS CONTRACT IS NOT BINDING UNLESS SIGNED BY THE PURCHASER, BY OR ON BEHALF OF THE GROWER AND BY THE AGENT.

Signed by the Grower _____ Date _____

Signed by the Agent _____ Date _____

Signed by the Purchaser _____ Date: _____

Quality Assurance Registration Number _____



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Milling Wheat Purchase Quality Target Schedule 2020 Harvest

MQS - P1

CULTIVARS: Premium 1 - Conquest, Duchess, Reliance, Griffin

1. **Protein** Minimum protein 11.5% (*below Buyer's option to purchase at contract price*)
Method: AACC 46-11a Kjeldahl, Leco or Calibrated NIR Analyser
2. **Moisture** 14.5% maximum
Method: AACC 44-15A Air Oven or Calibrated NIR Analyser
3. **Falling Number** 250 seconds minimum (*below Buyer's option to purchase at contract price*)
Method: AACC 56-81B on unsieved wholemeal
4. **Test Weight** 72kgs/HL minimum on unscreened wheat
5. **Kernel Weight** 38 minimum Grams – per 1000 Kernels clean wheat
6. **Black Point** 10 maximum
Method: MAF index
7. **Screenings** 0% to 2% no deductions
2% to 5% deduction by weight
Screenings should contain no more than 0.2% weed seeds
All weed seeds and foreign matter fully deductible
Method: 100g sample passed over a 2mm Rotoscreen
8. **Appearance** Wheat must be fit for human consumption, sweet and clean, free from smut, blemish, visible sprout and all other grains, seeds, vermin, diseases and insect and grain storage pests.
9. **Pesticide Residues** Maximum 2 ppm organo-phosphates, Nil organo-chlorines, **Nil chemical defoliant.**
10. **Storage increment** From the 1st of May 2020, 8.0 cents per tonne per day calculated up to day of delivery, until the end of January 2021
11. **Delivery Points** Delivery point will be purchaser's nominated Mill or consolidation point.
12. **Samples** Must be representative and submitted before 5th April 2020 , anything submitted after this date may not be accepted.
13. **Payment** All payments for Crop deliveries received prior to the 15th day of the month will be made by MAURI on or before the 22nd day of the month, such payments being made to the Merchant as agent for the Grower by bank draft or direct credit. For deliveries received following the 15th day of the month payment will be made by MAURI on or before the 7th day of the month following delivery of the Crop (or any portion thereof) delivered in accordance with MAURI' instructions.
14. **Price** **Protein above 12.5 % = \$450, 12.4 – 11.5 % = \$447, 11.4 – 10.5 % = \$445 per ton, below 10.4 % buyers option to purchase at a negotiated price, including commission, delivered to MAURI Christchurch Mill.**