**Contract Terms and Conditions of Purchase**

All Ingredion documents referenced in these terms and conditions are available at sellyourcorn.ingredion.com or from a merchandiser at 519 686 3160.

1. Failure to promptly notify Ingredion Canada Corporation (Ingredion) in writing of any discrepancies, objection to or disagreement with the terms and conditions shall indicate acceptance of this contract. Any conditions or terms not stated herein are to be governed by the National Grain & Feed Association (NGFA) trade rules. Any controversy or claim arising out of or relating to this contract shall be settled in accordance with NGFA Trade Rules and Arbitration.
2. Ingredion reserves the right to test and reject any corn delivery which does not meet contractual specification.
3. Unless otherwise specified; a) the grain referenced in this contract means yellow dent corn, b) Ingredion scale weights and grading results for moisture, quality, and mycotoxins will apply, and c) Ingredion’s moisture and quality acceptance limits, shrink factors, and discounts, for moisture, quality, and mycotoxins that are in effect at time of delivery will apply.
4. Chemical treatment of the corn is only approved in accordance with Canadian Grain Commission fumigation standards.
5. Ingredion maintains a list of acceptable agri-products back hauls (prior loads). The seller guarantees the vehicle delivering corn complies with the version of this list which is in effect at the time of delivery.
6. All grain shipped and applied to this contract is guaranteed cool, sweet, & merchantable and fit for human consumption in both the US and Canada, as well as meeting all other contractual quality specifications, at time of delivery to Ingredion.
7. Drivers and vehicles delivering grain must conform to Ingredion visitor policies, be fit for service, and be properly licensed and insured.
8. Seller acknowledges that Ingredion is a food grade processor and guarantees that all grain supplied complies with the seed manufacturer’s stated uses. Ingredion maintains a list of commercially available corn strains which are unacceptable for delivery to Ingredion. Supplier guarantees that all grain supplied complies with the currently posted list. Ingredion reserves the right to test and reject deliveries based on this list.
9. Payment to be made via wire transfer, ACH, or check upon receipt of all required documents, including but not limited to, signed bill of lading, weight and grade certificates, and invoice.
10. Seller warrants that grain specified in this contract is free and clear of any and all liens and encumbrances and seller has good title thereto.
11. On delivered contracts, any increase in freight rates prior to fulfillment of the contract shall be for the seller’s account.
12. Buyer shall not be liable for prevention or delay in performance on contract due to, but no limited to, strikes, fires, floods, acts of God, embargoes, war shortages or transportation equipment, labor disputes, etc.
13. Any corn that is over shipped on this contract will be priced at Ingredion’s spot price on the day that it is delivered.
14. All basis contracts must be priced prior to shipment. Ingredion reserves the right to price basis only contracts.
15. The terms and conditions of this contract are binding and may not be changed or altered in any way except with the written consent of the buyer or authorized agent.
16. Please sign and return contract confirmation to us immediately.