**Contract Terms and Conditions of Purchase**

All Jungbunzlauer 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 Jungbunzlauer Canada Inc (Jungbunzlauer) 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. Jungbunzlauer 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) Jungbunzlauer scale weights and grading results for moisture, quality, and mycotoxins will apply, and c) Jungbunzlauer’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. Jungbunzlauer 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 Jungbunzlauer.
7. Drivers and vehicles delivering grain must conform to Jungbunzlauer visitor policies, be fit for service, and be properly licensed and insured.
8. Seller acknowledges that Jungbunzlauer is a food grade processor and guarantees that all grain supplied complies with the seed manufacturer’s stated uses. Jungbunzlauer maintains a list of commercially available corn strains which are unacceptable for delivery to Jungbunzlauer. Supplier guarantees that all grain supplied complies with the currently posted list. Jungbunzlauer 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. If outstanding contract balance is below 20MT the contract will be considered complete. If an additional load is required, contract volume will be increased, and contract price will apply to the overage.
14. All basis contracts must be priced prior to shipment. Jungbunzlauer 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. Jungbunzlauer Canada Inc. hereby appoints Ingredion Canada Corporation as its Agent authorized to enter into the Purchase Contract and coordinate delivery of corn.
17. Please sign and return contract confirmation to us immediately.