LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, OR (d) THE FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

6. PAYMENT OF PURCHASE PRICE

6.1 PRICE. Any price quotes for shipping made by Seller or stated on Seller's invoice are based on freight rates and surcharges in effect at the time of the quote and any advance by Seller of such freight rates and surcharges shall be for Buyer's account regardless of price basis. All demurrage or detention charges incurred in connection with (a) pickup by Buyer or (b) delivery of the product to or by a common carrier shall be for Buyer's account. All tax, duty or assessment imposed or assessed by any governmental authority upon the production, processing, sale, shipment or use of the goods which are the subject of this Agreement, or the raw materials from which said goods are processed, shall be for the account of Buyer.

6.2 PAYMENT TERMS. All invoiced amounts are due in full on the date specified on such invoice, unless other terms of payment are confirmed in writing by Seller's credit department. Seller may alter or revoke any such alternate credit terms at any time.

6.3 DEFAULT IN PAYMENT. In addition to any interest accruing pursuant to credit terms offered in writing by Seller, Buyer shall pay interest on all late payments, at the lesser of the rate of 2.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

7. SELLER'S PROPRIETARY INFORMATION. Buyer shall not, and shall not permit or cause any third party, to analyze, decompile, or reverse engineer any product purchased hereunder or equipment provided hereunder for any purpose.

8. SELLER'S RIGHTS AND REMEDIES.

8.1 GENERALLY. Nothing contained herein shall be construed to limit Seller's remedies, and Seller may pursue any other legal or equitable remedy available to it under any applicable law or equitable doctrine.

8.2 ATTORNEYS' FEES. If Seller engages an attorney to enforce its rights hereunder, including but not limited to the collection of invoiced amounts, Buyer shall reimburse Seller for all attorneys' fees and costs related thereto, whether or not arbitration or litigation is commenced.

8.3 SET-OFF. Without limiting Seller's pursuit of any other rights and remedies available to it, it is expressly agreed that this Agreement is subject to Seller's right to set off its obligations hereunder against any debts, claims or obligations owed by Buyer under or in connection with this Agreement, or any other contract between the parties.

8.4 WAIVER. Acceptance of any payment by Seller after the breach of this Agreement shall not waive any rights or remedies accruing to Seller as a result of such prior breach and acceptance of any partial payment by Seller shall not waive any right of Seller to collect any remaining amounts due.

9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors and permitted successors and assigns. Buyer shall not assign any of its rights under this Agreement without Seller's prior written consent. Any purported assignment in violation of this Section is null and void. No assignment relieves Buyer of any of its obligations under this Agreement.

10. GOVERNING LAW. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or another jurisdiction) that would cause the application of laws of any other jurisdiction.

11. ARBITRATION. All disputes between the parties arising under or relating to this Agreement shall be resolved by binding arbitration before the National Grain and Feed Association (NGFA) pursuant to the NGFA Arbitration Rules in effect at the time of arbitration. Claims may not be brought as class or representative actions. If for any reason NGFA arbitration is unavailable, the parties consent to the personal jurisdiction of the courts in the Province of Alberta.

12. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalid or render unenforceable such term or provision in any other jurisdiction.

13. SURVIVAL. Provisions of these Terms which by their nature should apply beyond any termination or expiration of this Agreement will remain in force, including, but not limited to, Sections 3.2, 3.3, 5.1, 5.2, 6.3, 8.10 and 11.

14. TIME OF THE ESSENCE. Time is of the essence with respect to the performance of every provision of these Terms and Conditions.