

**ED&F MAN CANADA INC.-WESTWAY FEED PRODUCTS CANADA
SALES TERMS AND CONDITIONS**

The following sales terms and conditions ("Terms") are general terms and conditions applicable to all agreements of ED&F Man Canada Inc.-Westway Feed Products Canada ("Seller") for the sale of its products. The customer of Seller ("Buyer") signifies its acceptance of and agreement to be bound by these Terms upon the sooner of (a) Buyer's placement of a purchase order containing these Terms; (b) Buyer's receipt and acceptance of the invoice or sales confirmation; or (c) the delivery date of the product, in full or in part.

1. APPLICABILITY. These Terms, along with the terms set forth in the invoice or sales confirmation, shall constitute the entire agreement between Buyer and Seller. Seller's acceptance of any order is expressly conditioned on Buyer's assent to each and all of these Terms. Buyer's assent to these Terms shall be conclusively presumed from Buyer's acceptance of all or any part of the product ordered by Buyer. No addition to or modification of these Terms shall be binding upon Seller unless an authorized officer of Seller agrees to such change in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to these Terms, acceptance of any order by Seller shall not be construed as assent to such terms or conditions, or constitute a waiver by Seller of any of these Terms. Any reference to Buyer's purchase order by Seller shall not affect or limit the applicability of these Terms.

2. TERMINATION. In addition to any remedies that may be provided for under these Terms or by law, Seller may terminate this Agreement with immediate effect, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) otherwise suffers a change in its financial condition such that Seller determines, in its sole discretion, that the terms of payment offered to Buyer are unsatisfactory. In lieu of terminating this Agreement, Seller may, at its option, declare the whole sum owing by Buyer due and payable at once, and/or require Buyer to pay cash in advance of any shipment of product.

3. DELIVERY OF GOODS.

3.1 TIME AND PLACE OF DELIVERY. All shipment and/or delivery dates are subject to availability. Seller will make commercially reasonable efforts to meet any quoted delivery date; however, Seller will not be liable for its failure to meet any quoted delivery date. Further, if Seller is delayed or prevented from performance for any reason that was unforeseen or beyond the control of Seller, including but not limited to strike, lockout, riot, war, fire, acts of God, accident, failure or breakdown of parts necessary for production or delivery, supplier or Buyer caused delays, labor disputes, power outage, and compliance with laws, then performance will be excused for the period of the delay.

3.2 METHOD OF DELIVERY. Unless otherwise agreed in advance, Seller's weights are to govern settlement. On sales made on a delivered basis, Seller will make no allowances for shortage or damage unless Buyer furnishes within 48 hours of shipment acknowledgement from the carrier that the same occurred in transit. On all sales made F.O.B. Seller's plant or warehouse, Buyer will, in the event of loss or damage in transit, file its own claim with carrier.

3.3 BUYER'S REPRESENTATION AND WARRANTY OF SOLVENCY. Buyer's acceptance of any delivery shall constitute a representation and warranty of solvency (as the term is defined in the Bankruptcy and Insolvency Act (Canada) on the delivery date.

4. TRANSFER OF TITLE AND RISK OF LOSS. Regardless of price basis, risk of loss shall pass to Buyer upon (a) pickup by Buyer or (b) delivery of the product to a common carrier or (c) a sooner date or event if agreed in writing by the parties and allowed by law.

5. SELLER'S WARRANTIES AND LIABILITIES.

5.1 SELLER'S LIMITED WARRANTY. Seller makes no warranty, express or implied, written or oral, except that the products sold are warranted to comport to the description on its feed tag and to be of merchantable quality at the time risk of loss passes to Buyer. **SELLER DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE, AND ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED BY LAW.** Seller shall not be liable for a breach of any warranty provided by this section unless: (a) Seller receives from Buyer written notice of the warranty claim within three (3) months of the date of delivery of the product and (b) such notice contains adequate evidence of Seller's breach of warranty. Buyer's remedies for breach of Seller's warranties are limited to either replacement of the products or refund of the purchase price, at the sole option of Seller. Seller shall not be liable for a breach of the any warranty provided by this section if: (i) Buyer makes any further use of the product after discovery of such breach or giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, use or maintenance of the product or any equipment provided hereunder; or (iii) Buyer alters such product or equipment without prior written consent of Seller.

5.2 LIMITATIONS ON SELLER'S LIABILITY. Buyer assumes all risk and liability for results obtained by the use of or resale of Seller's product. Any technical advice or assistance furnished to Buyer by Seller with respect to the use of its material is given to Buyer gratis and Buyer assumes all risks in accepting such assistance and advice for any occurrence resulting therefrom. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES,**

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 by Buyer 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 invalidate 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.