



Farmer's Coop Elevator Co
Grain Department
P.O. Box 155
Hemingford, NE 69348
308-487-3325

FARMER'S COOPERATIVE ELEVATOR CO.

FARMER'S COOP'S CONTRACT TERMS AND CONDITIONS

Farmer's Coop contracts stipulate **QUANTITY, GRADE, PRICE** and **SHIPMENT PERIOD** along with the following terms and conditions:

1. **LIENS AND TITLE:** Seller guarantees that he is the sole owner of the grain sold, that he has good and merchantable title to said grain and that there are no liens, encumbrances or security interest of any kind that would prohibit sale of said grain. Title of the grain shall pass to the buyer at the time of delivery even though no price has been determined.
2. **SETTLEMENT FOR UNDERDELIVERIES:** Seller agrees that he is financially responsible to the buyer in case of non-delivery of grain covered by this contract in the full amount of any loss resulting thereof to the buyer. Acceptance of any delivery by buyer after breach of terms and conditions of this contract by seller shall not waive any rights or remedies accruing to buyer as a result of such prior breach.
3. **BINDING EFFECT:** This contract is enforceable according to the terms stated herein, when signed by Seller, or within 10 days of the date stated above, whichever first occurs, unless Seller gives Buyer written notice of his objection. It is agreed by and between the buyers and seller that this contract shall be binding upon the heirs, personal representatives, and successors of the respective parties and that this contract cannot be assigned.
4. **BUYER'S RIGHT TO DELAY DELIVERY PERIOD:** If seller fails to deliver during the period specified, buyer reserves a right without further notice to seller, to extend delivery date, terminate this contract, or buy in other grain to fill the contract with any additional costs being the sellers. It also being understood that if the buyer's elevator at delivery point is for any reason unable to receive grain on the specified delivery date, then said date may be reasonably extended at the buyer's option. Buyer's performance under this contract is contingent upon conditions beyond buyer's control, such as, but not limited to, labor disputes, and disturbances, accidents, fire, delay of carriers, act of God or war. In the event of the occurrence of any of the foregoing conditions, buyer has the option to extend the delivery date.
5. **GRADE AND QUALITY SPECIFICATIONS:** The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyer to accept delivery of grain for this reason shall not release the seller from this contract.
6. **ARBITRATION:** Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be arbitrated and that judgment may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's cost resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.
7. **FINAL AND COMPLETE AGREEMENT:** This contract is governed by the rules and regulations of the National Grain and Feed Association, the Uniform Commercial Code and the laws of the State of Nebraska. This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

THE FOLLOWING PARAGRAPH ONLY APPLIES TO GRAIN DELIVERED OFF THE FARM TO A THIRD

PARTY LOCATION:WARNING TO DIRECT SHIP SELLER: You will have no recourse to the grain dealer's security posted with the Nebraska Public Service Commission (NPSC) unless you (1) demand payment for the grain dealer within 30 days after the due date of the last shipment of any contract; and (2) cash any check or draft issued as payment for your grain within 30 days after issuance; and (3) notify the Nebraska Public Service Commission, P.O. Box 94927, Lincoln, NE 68509-4927., within 30 days if a check or draft is returned unpaid. You will have no recourse to the grain warehouseman's security posted with NPSC unless you have secured a post-direct delivery storage position within thirty (30) days after the last shipment of any contract. Direct delivery grain may affect the eligibility of the grain for participation in federal price support programs.