

# GM VICTORY® (GM HOCAN)

## Canola Declaration for Grower Deliveries

(Contract Storages)

Contract #: \_\_\_\_\_

Date: \_\_\_\_\_

NGR #: \_\_\_\_\_

Order #: (If Direct to Plant) \_\_\_\_\_

I hereby certify that:

1. This load is wholly comprised **ONLY** of the approved High Oleic canola variety grown under contract to Cargill.  
 **V55-04TF**
2. The delivered commodity that is the subject of this declaration is within the specifications set out in the Cargill Grower Purchase Contract.
3. I represent and warrant that all canola delivered by myself (or on my behalf) has not had any pre-harvest treatment applied or chemical, insecticide, herbicide or fungicide applied that does not comply with relevant product labels and withholding periods.

Notwithstanding any other provision contained in the Cargill Grower Purchase Contract and any other provisions in any agreement for the warehousing and storage of the canola, the terms of which apply to all deliveries the subject of this declaration:

- (a) I, the Grower, agree to pay, reimburse and indemnify Cargill Australia Ltd (ABN 42 004 684 173) (**Cargill**) its servants, agents, related bodies, affiliates and counterparties on demand for, against and in relation to any judgment, loss, damage, cost and expense which is incurred by Cargill its servants, agents, related bodies and counterparties directly or indirectly in connection with or arising from: (a) this declaration or from any inaccuracy, error, falsity or omission with respect to this declaration made by me or on my behalf now or in the future (b) the acceptance of the commodity by Cargill and (c) any breach, inaccuracy, error or falsity of any of the special conditions (listed below).
- (b) I, the Grower, agree that Cargill its servants, agents, related bodies, affiliates and counterparties will not be responsible for or liable in damages to me for any loss, damage, cost or expense, I may suffer or incur arising from any false, misleading or incomplete declaration or statement of any other user of the Cargill services.
- (c) I, the Grower, declare in accordance with the requirements of the Competition and Consumer Act 2010 relating to misleading and deceptive conduct, that the information contained in this declaration is true and correct

Ticket #: \_\_\_\_\_

Date: \_\_\_\_\_

(Signature of Grower or grower's nominated representative) (**Grower**)

(Print name)

Date: \_\_\_\_\_

### Special Conditions:

Notwithstanding any other provision contained in the Cargill Grower Purchase Contract and any other provisions in any agreement for the warehousing and storage of the canola, the terms of which apply to all deliveries the subject of this declaration:

1. Where this declaration is given by a representative of the Grower, that representative warrants that they are authorised to give this declaration on behalf, and as the agent, of the Grower.
2. Cargill and its servants, agents, related bodies, affiliates and counterparties will rely on the accuracy and completeness of this declaration in its storage and handling of the commodity and in its dealings with third parties including making declarations and statements to third parties. You should therefore, not complete this declaration if it could amount to a false, misleading, incomplete or inaccurate declaration.
3. A representative sample of each delivered load of canola will be kept by Cargill or its servants, agents, related bodies, affiliates and counterparties. Without limiting paragraph 2, this sample may be tested for fatty acid profile. Cargill is not obliged, however, to conduct such testing and will rely on the certification provided by you in this declaration.
4. In the event that specified Oleic or Linolenic acid concentrations are out of specification, the sample may be required for re-testing to confirm results and may form part of legal proceedings taken against the Grower.