

## GRAIN COMMODITY VENDOR DECLARATION, ACKNOWLEDGEMENT AND INDEMNITY

GRAIN DETAILS (hereafter known as “the Grain”)

CONTRACT NUMBER: \_\_\_\_\_

Commodity	Grade	Variety	Quantity

The Vendor hereby provides the following certifications in relation to the Grain (please circle as appropriate):

1. The Grain has been treated with any pickling compound or other seed treatment; CHEMICAL APPLIED RATE/HA (OR TONNE) APPLICATION DATE WITHHOLDING PERIOD **Yes / No**
2. The Grain has been treated with any fumigant, pesticide or insecticide; **Yes / No**
3. The Grain has been treated with a fungicide at a post-flowering stage; **Yes / No**
4. Where the Grain is barley, the Grain has been treated with any glyphosate products including Weedmaster DST or Weedmaster Agro at a post-flowering stage; and **Yes / No**
5. The Grain is at least 99.1% free from Genetically Modified Organisms. **Yes /No**

Where the Vendor has answered yes to any of the above certifications, please provide details below:

CHEMICAL APPLIED	RATE/HA (OR TONNE)	APPLICATION DATE	WITHHOLDING PERIOD

**I, the Vendor as named above, hereby acknowledge and agree that:**

1. The information I have provided in this Declaration is true, accurate and complete.
2. The Grain meets all Certified Pesticide Residue Free standards;
3. CHS Broadbent Pty Ltd (“CHS Broadbent”) will rely on the accuracy of this Declaration in its storage and handling of the Grain and in its related dealings with third parties;
4. A representative sample of all delivered Grain will be kept by CHS Broadbent which CHS Broadbent may but is not obliged to test specifically for the presence of any pesticide residues and/or grain treatments;
5. In the event that any evidence of pesticide residues and/or grain treatments is found in the Grain, I authorise CHS Broadbent to retain the sample and any testing results to be used as evidence in any legal proceedings;
6. CHS Broadbent may suffer loss or damage arising from a false, misleading, inaccurate or incomplete information contained in this Declaration and, without limitation, may be exposed to claims for breach of legislative requirements and claims by third parties including but not limited to in relation to the supply of contaminated commodities and/or Grain.
7. To the fullest extent permitted by law, I indemnify CHS Broadbent (including its related entities, respective officers, employees and agents) against, and release CHS Broadbent from, any and all claims, demands, liabilities, costs, losses, damages, injuries, actions, proceedings, penalties and expenses (legal or otherwise) arising in any way from any false, misleading, inaccurate or incomplete information or representations contained in this Declaration or the contamination of the Grain with any undisclosed pesticide residues and/or grain treatments.

**Important: Please sign and return within 7days**

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

CHS Broadbent Pty Ltd

