



**DELIVERY of PULSES, GRAINS AND OILSEEDS for the 2023-2024 Crop Year to Adroit Overseas Enterprises Ltd. (the "Grain Handling Company/Grain Buyer")**

**PRODUCER'S/SELLER'S DECLARATION OF ELIGIBILITY FOR DELIVERY OF GRAIN**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**I AM THE UNDERSIGNED PRODUCER AND/OR SELLER, AND DO SOLEMNLY DECLARE THAT**, unless otherwise specified by me, the grain to be delivered, or sold by me, or on my behalf is of a variety eligible for the kind of grain and class (if applicable) declared by me in my dealings with the recipient of this Declaration. This Declaration is made and intended to apply to all deliveries of grain kinds listed in the document, *Kinds of Grain that Require a Declaration of Eligibility for Delivery of Grain*, made by me or on my behalf from and including the date indicated below until the end of the 2023-2024 crop year.

**NOTES:**

1. The following seeds designated as grain for the purposes of the *Canada Grain Act* require a declaration: barley, beans, buckwheat, canola, faba beans, flaxseed, lentils, mustard seed, oats, peas, rapeseed, rye, triticale, and wheat (*Kinds of Grain that Require a Declaration of Eligibility for Delivery of Grain*).

2. Varieties of grain not designated to a class, where applicable, under the *Canada Grain Act* are only eligible for the lowest grade in any class (<https://www.grainscanada.gc.ca/en/grain-quality/variety-lists/>), unless exempted by Commission Order (<https://grainscanada.gc.ca/en/industry/orders/index.html>).

3. The grain delivered by me hereunder consisted entirely of a variety or varieties registered for sale in Canada. For varieties protected by the *Plant Breeders' Rights Act* requiring such varieties to be procured from pedigreed seed (i.e., varieties protected after February 27, 2015), the seed from which the grain and was produced was purchased as pedigreed seed or was derived by me from a generation of seed I originally purchased as pedigreed seed.

**4. Warranties Regarding Pesticide Application**

In addition to the below representations and warranties, I hereby further represent and warrant that all grain deliveries made by me or on my behalf in accordance with the Declaration have **only** been treated with crop protection products and/or with active ingredients registered for use in Canada, in accordance with Canadian label directions. For more information on Canadian label directions, contact the product registrant.

**Tetraconazole.** I understand that Tetraconazole is registered for use in Canada, but that using it may result in residues that are not acceptable in certain export markets. I hereby represent and warrant that any and all deliveries of **barley** made by me or on my behalf have **not** been treated with any crop protection product containing Tetraconazole, including the products known as "Zolera" and "Roxar."

**Glufosinate-Ammonia.** I understand that Glufosinate-Ammonia is registered for use in Canada, but that using it may result in residues that are not acceptable in certain export markets. I hereby represent and warrant that any and all deliveries of **lentils** made by me or on my behalf have **not** been treated with any crop protection product containing Glufosinate-Ammonia, including but not limited to the product known as "AgraCity MPower Good Harvest."

**Chlormequat.** I understand that Chlormequat is registered for use on in Canada, but that using it may result in residues that are not acceptable in certain export markets. I hereby represent and warrant that any and all deliveries of **barley** made by me or on my behalf have **not** been treated with any crop protection product containing Chlormequat, including the product known as "Manipulator Plant Growth Regulator."

**Fluopyram.** I understand that Fluopyram is registered for use in Canada, but that using it may result in residues that are not acceptable in certain export markets. I hereby represent and warrant that any and all deliveries of **barley** made by me or on my behalf have **not** been treated with any crop protection product containing Fluopyram, including the product known as "Prosaro Pro Fungicide."

**Sethoxydim.** I understand that Sethoxydim is registered for use in Canada, but that using it may result in residues that are not acceptable in certain export markets. I hereby represent and warrant that any and all deliveries of **lentils and chickpeas** made by me or on my behalf have **not** been treated with any crop protection product containing Sethoxydim, including the product known as "Post Ultra Herbicide."

**Glyphosate (specific to oats).** I understand that Glyphosate is registered for use on oats in Canada, but there are specific markets that have a zero-tolerance requirement. Therefore, grain exported to these markets must be free from glyphosate residues. I hereby represent and warrant that

**(Please INITIAL one of the following):**

- \_\_\_\_\_ Any and all deliveries of oats made by me or on my behalf **have not been treated** with any crop protection product containing Glyphosate.
- \_\_\_\_\_ My delivery **has been or may have been treated** with a crop protection product containing Glyphosate.
- \_\_\_\_\_ Not Applicable – do not grow oats.

In the event of noncompliance with any of the above representations and/or warranties, delivery of the grain offered for sale will not be accepted in satisfaction of any contractual obligations or terms of sale between me and the Grain Handling Company and/or Grain Buyer.

5. The grain has been planted, grown, and harvested in Canada.

6. If I, or anyone on my behalf, deliver(s) to the Grain Handling Company and/or the Grain Buyer grain that does not comply with paragraphs 3 through 5 of this Declaration, I acknowledge that I will be liable to the Grain Buyer, and agree to indemnify and hold harmless Grain Handling Company and/or Grain Buyer from and against any and all loss, cost, damage, expense (including legal fees) or penalty that it may incur by reason of my non-compliance with this Declaration. I further acknowledge and agree that the Grain Buyer may consider me to be in default of my contract and may cancel any contracts between myself and the Grain Buyer.

7. I acknowledge and agree that the Grain Handling Company and/or Grain Buyer may exchange with each other and the Canadian Grain Commission relevant materials (including producer name, address, delivery sample information, and a portion of the physical sample taken by the Grain Handling Company) relating to suspected delivery(ies) of grain in noncompliance with Part C of this declaration by me or on my behalf to the Grain Handling Company.

8. This Declaration is made and intended to apply to all deliveries of grain made by me or on my behalf to the Grain Handling Company for the 2023-2024 crop year.

9. Points 3-5 of this Declaration applies to the following grains prescribed under the *Canada Grain Act*: barley, beans, buckwheat, canola, chickpeas, corn, faba beans, flaxseed, lentils, mixed grain, mustard seed, oats, peas, rapeseed, rye, safflower seed, soybeans, sunflower seed, triticale and wheat.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*Signature of Declarant*

\_\_\_\_\_  
*Declarant Name Printed*