

**GROWERS PURCHASE CONTRACT FOR DOUBLE ZERO (SOWN)  
OILSEED RAPE TO BE GROWN ONLY AS ENERGY CROP  
ON ARABLE LAND FOR HARVEST 2004.**

**Regulations:** This contract is drawn up in accordance with EC Energy Crop Regulation in particular 1782/2003 and 2237/2003. Any subsequent regulation, deliveries, levies, monetary adjustments, taxes or alterations introduced by Commission shall apply to this contract. This contract is subject to further Regulations made under article 88 of Commission Regulations 1782/2003.

**Definition:** For the purpose of this contract *BIOGREEN Energy Products Ltd* shall be the Processor. For the purpose of this contract, the seller below shall also be the producer.

**1. PRINCIPLE END USE OF RAW MATERIAL.**

THE Double Zero oilseed rape referred to in this contract shall be taken to a Processor (the first processor) to separate the crude oil from the oilseed seed. The first processor shall provide records to show the tonnage of oilseed delivered to the crushing plant and consequently the relevant amount of crude oil after processing.

Further records from the Processor including any shipping and loading documents of crude oil product will be maintained. The final buyer shall be required to maintain records of the use of the oil within the EU Community for Energy Crop use and provide such records to the producer to receive his area-aid payment and competent authorities within Ireland if so requested.

**2004 DOUBLE ZERO OILSEED RAPE SUPPLY CONTRACT TO BE GROWN AS ENERGY CROP ON  
ARABLE LAND**

Contract Ref. No.: \_\_\_\_\_

Month of movement: Processor call duty to September 2004 for processing into crude rapeseed oil for the manufacture of liquid biofuel before 31<sup>st</sup> December 2006

**2. GROWER PRODUCER**

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Quantity:

- (a) Forecast yield will be approximately 1.85 tonnes per hectare.
- (b) Actual yield will be produce of the area declared.

**3. PARCEL IDENTIFICATION OF AID FOR ENERGY CROP ON ARABLE LAND**

Hectares correct to 2 decimal places	LPIS NO.	Plot no , if applicable	Ref. Sheet no. if applicable	Variety sown

TOTAL \_\_\_\_\_ HECTARES.

**VARIETY:**

Species; A double zero rape seed variety whose product falls within CN CHAPTER 8 of the EU Regulations and intended primary end uses for the raw material, (crude rapeseed oil) will be destined for the manufacture of liquid biofuel with the relevant CN CODE 12010090 in accordance with the Regulations made under article 88 of Commission Regulations 1782/2003.

GROWERS HOLDING NUMBER. : \_\_\_\_\_

**4. SPECIAL CONTRACT TERMS**

Crop to be planted before May 2004. Variety grown will be of a Double Zero variety conforming to EU Regulations 1782/2003 and 2237/2003 and be supplied by *BIOGREEN Energy Products Ltd.*

Procedure for production and processing of Energy Crop seed are those laid down by EU Commission Regulation 2237/2003. Any amendments and / or additions to this regulation shall be deemed to form part of this contract. The seller shall be responsible for ensuring that both themselves and the grower as here to the relevant regulations.

A signed copy of this contract must be deposited with *BIOGREEN Energy Products Ltd.*, by 31/03/04; a copy of the original of the contract must be deposited with the Department of Agriculture by the final date for submission of the producers Area Aid Application.

**5. BONDING**

*BIOGREEN Energy Products Ltd.*, as the Processor shall provide a bond to the value of 120% of the compensation payment to Producer of the Energy Crop on Arable land on which this contract has been grown. Any act by the producer or failure to act by the producer resulting in the calling down of the Bond or that part of the Bond relating to the area designated above shall result in the producer bring liable to refund immediately the amount called down from *BIOGREEN Energy Products Ltd.*

**6. CONTRACT PRICE.**

€ 185.00 per tonne of 1000kilos/metric tones free delivered in bulk to the collectors stores.

**7. QUALITY.**

Quality on arrival at the store shall be:

Maximum	9% Moisture
Maximum	2% Admixture
Maximum	2% Split and / or damaged and / or immature seed.
Maximum	250 per Kg mite.
Maximum	2% FFA (as % oilseed)
Maximum	30 micromoles Glucosinolate.

**8. ALLOWANCES.**

Rapeseed delivered with moisture in excess of 9% and admixture in excess of 2%, will be dried and cleaned with the cost for the Growers account. (Scale of drying and cleaning charges available on request).

**9. REJECTION.**

The Processor shall be entitled to reject any goods not within the contract Specification whereupon the goods will be removed by the Processor to segregated store at the sellers expense.

**10. CHEMICALS APPLICATION TO THE CROP.**

The seller warrants that all chemicals, Pesticides and sprays applied to the land or to the crop or to the seed in the store are approved legislation and are applied strictly within the Manufacturers specifications that detailed records are kept of all applications and that copies of the records shall be made available to the Processor on request. Seller must notify the Processor in writing of any post harvest treatment applied to the seed prior to collection or delivery. Sellers must complete passport on delivery if so requested.

**11. SPECIAL TERMS**

All of the raw material harvested shall be used in accordance with Chapter 8, Article 34, No raw material or seed on the contract shall be moved from the designated store without informing the Processor and must not be used for any other purpose other than what is designated below. Disregard of these terms will lead to the loss of subsidy on both Energy Crop on Arable land and on crops under the arable scheme. The producer will deliver and the Processor will take delivery of the entire actual yield produced from the hectare contracted.

FOSFA 26A: FOSFA 26A Standard clause (para. 110 to 20 inc. of FOSFA 26A) dealing with Notices, No Business Days, Force Majeure, Bankruptcy, Insolvency, Circles, Defaults, Domicile, International Conventions and Arbitration shall apply to this contract. Where FOSFA 26A has adopted new standard clauses since the publication of the contract such standard clause shall apply to the contract. All standard clauses are available to the Seller on request.

I AGREE TO THE ABOVE TERMS.

DATE : \_\_\_\_\_

For the seller / producer

For the Processor

\_\_\_\_\_

***BIOGREEN Energy Products Ltd.***

**Please submit a copy of this contract with your Area Aid Form to apply for the Energy Crop Aid on your Arable land, keep a copy for your own records and return the original signed contract to the address below before the 31<sup>st</sup> March 2004.**

**Biogreen Energy Products Ltd. Cornerstown, Bridgetown, Co.Wexford**