



**GROWERS PURCHASE CONTRACT FOR DOUBLE ZERO (SOWN)
OILSEED RAPE TO BE GROWN ONLY ON SET-A-SIDE LAND
FOR HARVEST 2004.**

Regulations: This contract is drawn up in accordance with EC Set-a-side Regulation in particular 2293/92 and 1586/97. 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 13 of Commission Regulations 1586/97.

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 meal residue. 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 and meal 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 non-food use and provide such records to the collector to enable 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 ON SET-A-SIDE LAND

Contract Ref. No.: _____

Month of movement: Processor call duly to Sept 2004 for processing into meal before 31st December 2006

2. GROWER PRODUCER

Name : _____

Address : _____

Quantity:

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

3. FORECAST QUANTITY OF BY PRODUCTS

The forecast quantity of all By-Produces to be produced from rapeseed under CN Code 1250 00 90 shall be calculated by applying the following co-efficient: 100 Kgs of rapeseed under CN Code 1250 00 90 shall be deemed to be equivalent to 56 Kgs of by products.

Forecast quantity of by-products from _____ hectares is _____ tonnes

4. PARCEL IDENTIFICATION OF SET-A-SIDE 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 15 of the EU Regulations and whose intended uses are for other than human or animal consumption. The crude rapeseed oil produced will be destined for the manufacture of liquid biofuel or oleo chemicals with the relevant CN CODE 15141010010 in accordance with the Commission relevant (EU) No. 1586/97.

GROWERS HOLDING NUMBER. : _____

5. SPECIAL CONTRACT TERMS

Crop to be planted Before May 2004. Variety grown will be of a Double Zero variety conforming to EU Regulations 2293/92 and be supplied by *BIOGREEN Energy Products td.*

Procedure for production and processing of Set-a-side seed are those laid down by EU Commission Regulation 1586/87. 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.

The price quoted is the price to be paid to the seller if there is no overshoot of meal production as laid down by the Blair House Agreement. If there is no overshoot in the meal production prior to the payment date then the buyer will pay 100% of the contract price as per usual payment terms.

If confirmation of an overshoot is made prior to delivery the buyer will amend the contract price to reflect the costs of removing excess meal from the feed market. The buyer will pay the adjusted price in full as per usual payment.

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

6. 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 Set-a-side 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.*

7. CONTRACT PRICE.

€ 175.00 per tonne of 1000kilos/metric tones free delivered in bulk to the Processor stores.

8. 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.

9. 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).

10. 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.

11. 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.

12. SPECIAL TERMS

All of the oilseed rape seed 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 set-a-side land and on crops under the arable scheme. The producer will deliver and the Processor will take delivery of all the 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 NON-FOOD use on your set-a-side land keep a copy for your own records and return the original signed contract to the address below before the 31st March 2004.

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