CANADIAN OILSEED PROCESSORS ASSOCIATION

TRADING RULES FOR

THE NORTH AMERICAN SALE OF

SOYBEAN MEAL

Amended Sept 2026

INDEX

APPLICATION OF TRADING RULES 2

GOVERNING LAW.....2

TRADING RULES

Rule 1 - General 3
Rule 2 - Quality 3
Rule 3 - Quantity 7
Rule 4 - Freight Rates, Taxes, Tariffs, Duties and Rail Charges 7
Rule 5 - Pricing 8
Rule 6 - Terms 8
Rule 7 - Time of Shipment 8
Rule 8 - Defaults 9
Rule 9 - Weights 10
Rule 10 - Routing 11
Rule 11 - Commission or Brokerage 11
Rule 12 - Arbitration 11
Rule 13 - Force Majeure 13

APPLICATION OF TRADING RULES

These Trading Rules are to serve as a guide only for transactions. It is understood that the parties to such transactions are free to adopt, modify or disregard any or all of these Trading Rules. The parties to North American transactions hereby acknowledge familiarity with the text of the North American Trading Rules of the Canadian Oilseed Processors Association, while the parties to offshore export transactions acknowledge familiarity with the text of the Offshore Export Trading Rules of the Canadian Oilseed Processors Association.

AMMENDMENTS TO TRADING RULES

These Trading Rules have been amended effective September 1, 2026. The Rules have been revised with updates to:

- Rule 4, section 2 Taxes, tariffs and duties
- Editorial and formatting changes throughout.

GOVERNING LAW

Subject to any express provisions to the contrary contained in these Trading Rules, or in any contract into which these Trading Rules are incorporated, the said contracts and these Trading Rules and the construction, validity and performance thereof shall be governed by and construed in accordance with the laws of the Province in which the head office of the Seller is located (including such laws of Canada as may be applicable), irrespective of the domicile or residence of the Buyer.

RULE 1 - GENERAL

Section 1

These Rules apply, when agreed to by the Buyer and the Seller, to the sale of Soybean Meal and the other products defined in Section 2 of these Rules.

Section 2 - RECOMMENDED CONTRACT PROVISIONS

(a) It shall be the duty of both the Buyer and the Seller, not later than the close of the business day (defined for the purpose of these rules as any day the Chicago Board of Trade is open for business other than Saturdays, Sundays and statutory holidays in Canada) following the date of sale, to electronically mail with acknowledgement of receipt requested, each to the other, a written confirmation or contract, as agreed to by the parties. A contract should cover at least the following terms: names and locations of the Buyer and the Seller; date of contract; identity, specifications and quantity or product; price (FOB, CIF or other) and payment terms; shipping date(s) and shipping instructions; whether or not these Trading Rules are incorporated by reference in the contract; Province whose law applies to the contract; a statement that the contract constitutes the entire agreement between the parties to the contract; and the signatures of the authorized agents of the Buyer and the Seller.

(b) Upon receipt of confirmations, the parties thereto shall check carefully all specifications stated therein and, upon finding any differences, shall immediately notify the other party to the contract by electronic mail with acknowledgement of receipt requested.

Section 3 – QUOTATIONS

All quotations shall state quantity in short tons (2,000 avoirdupois pounds) or tonnes (2,204.6226 avoirdupois pounds), whether bulk, or if sacked, specify textile or paper, time of shipment, price, minimum percent protein guaranteed and special billing, reference or routing if requested.

Section 4 - TRADES THROUGH COMMISSION AGENTS OR BROKERS

(a) When a trade is made through a commission agent or broker, it shall be the duty of said agent or broker, not later than the close of the business day following the day of sale, to send a written confirmation to each of the principals (to the Buyer a confirmation of purchase and to the Seller a confirmation of sale), setting forth the specifications of the trade as made for their account.

(b) Upon receipt of said confirmations from a commission agent or broker, the parties thereto shall carefully check all specifications stated therein and, upon finding any differences, shall immediately notify the agent or broker by electronic mail with acknowledgement of receipt requested. In default of such notice the contract shall be billed in accordance with the terms of the confirmation issued by the agent or broker.

(c) The application of this Section shall not relieve the Buyer or the Seller of conformance with the requirements of Section 2 of this Rule.

RULE 2 - QUALITY

Section 1 - STANDARD OF QUALITY

(a) The standard of quality shall be Soybean Meal of fair merchantable quality conforming to the standard definitions and standard specifications of the Canadian Oilseed Processors Association, as set forth in these Trading Rules.

(b) Analysis shall be made in accordance with methods approved by the American Oil Chemists' Society (AOCS) in effect as of the date of the contract.

Section 2 - STANDARD DEFINITIONS

(a) **Soybean Cake or Soybean Chips** is the product after the extraction of part of the oil by pressure or solvents from soybeans. A name descriptive of the process of manufacture, such as expeller, hydraulic or solvent extracted shall be used in the brand name. It shall be designated and sold according to its protein content.

(b) **Soybean Meal** is ground soybean cake, ground soybean chips or ground soybean flakes. A name descriptive of the process of manufacture, such as expeller, hydraulic or solvent extracted shall be used in the brand name. It shall be designated and sold according to its protein content.

(c) **Soybean Mill Feed** is the by-product resulting from the manufacture of soybean flour or grits and is composed of soybean hulls and the offal from the tail of the mill. A typical analysis is 13% crude protein and 32% crude fibre, and 13% moisture.

(d) **Soybean Mill Run** is the product resulting from the manufacture of dehulled soybean meal and is composed of soybean hulls and such bean meats that adhere to the hull in normal milling operations. A typical analysis is 11% crude protein and 35% crude fibre, and 13% moisture.

(e) **Soybean Hulls** is the product consisting primarily of the outer covering of the soybean. A typical analysis is 13% moisture.

(f) **Solvent Extracted Soybean Flakes** is the product obtained after extracting part of the oil from soybeans by the use of hexane or homologous hydrocarbon solvents. It shall be designated and sold according to its protein content.

Section 3 - STANDARD SPECIFICATIONS

(a) **Soybean Flakes and High Protein or Solvent Extracted Soybean Meal** are produced by cracking, heating and flaking dehulled soybeans and reducing the oil content of the conditioned flakes by the use of hexane or homologous hydrocarbon solvents. The extracted flakes are cooked and marketed as such or ground into meal. Standard specifications are as follows:

Protein ..... minimum 47.5%-49.0%*
Fat ..... minimum 0.5%
Fibre ..... maximum 3.5%*
Moisture ..... maximum 12.0%
* as determined by the Buyer and the Seller at the time of sale

(b) Any of the above meal products (listed in Section 3 above) may contain a nonnutritive inert, non-toxic conditioning agent to reduce caking and improve flowability, in an amount not to exceed that necessary to accomplish its intended effect and in no case to exceed 0.5% by weight of the total meal product. The name of the conditioning agent must be shown as an added ingredient.

Section 4 - METHODS OF ANALYSIS

Testing methods as adopted by the American Oil Chemists' Society shall be used as the official methods of analysis, except as otherwise specified. The method numbers listed below indicate the latest issue at the time of this publication. It behooves the user of these methods to make certain that the user has available and is following the latest version of each specific method.

Analysis	Referee Method
Protein	AOCS Method Ba 4e-93
Oil	AOCS Method Ba 3-38
Crude Fibre	AOCS Method Ba 6-84
Moisture	AOCS Method Ba 2a-38

The analysis for moisture content shall be performed in duplicate on the unground, as received, soybean meal sample. A second analysis for moisture content and all other constituent analyses shall be performed in duplicate on the sample after grinding. The average ground moisture content shall be used to convert the average constituent values to the average moisture content of the unground sample as received, and to a 12% moisture basis. A signed and numbered AOCS certificate of analysis shall be used to report the average moisture and constituent values on an unground moisture basis and on a 12% moisture basis.

Section 5 - SAMPLING AND ADJUSTMENT PROCEDURES

(a) The official sample shall be taken at a point where it is representative of each loadout and retained by the Seller for sixty (60) calendar days from loadout for rail and forty (40) calendar days from loadout for trucks. All official meal samples shall be placed immediately in a sealed, airtight container.

Upon request a portion (at least eight (8) ounces) of the sample will be forwarded to the Buyer or Buyer's designated laboratory within three (3) business days after the request is received. The sample should be identified with the following information:

1. Commodity
2. Seller's name
3. Origin plant
4. Car number or truck identification
5. Shipping date
6. Invoice number or shipping document number
7. Destination plant

(b) Automatic Mechanical Sampler

(1) The sampler shall be an automatic mechanical spout sampler or end of conveyor sampler, whichever is appropriate, and shall be designed to cut an increment from the entire cross section of the meal stream perpendicular to the flow at a location where the meal is free flowing.

(2) The sampler system shall be located at a point beyond which no blending or addition to the product may be introduced prior to its being loaded, and at a point where it is representative of each loadout.

(c) If the Buyer's analysis of the official sample indicates quality deficiency, the Buyer will submit Buyer's analysis and claim in writing. Within fifteen (15) business days after the receipt of the claim, the Seller will accept the claim or forward an eight (8) ounce portion of the retained sample to a mutually agreeable Official Referee Laboratory and notify the Buyer of such action. The results of this official referee analysis will be binding upon both parties for final claim settlement and the expense of the analysis will be borne by the Seller if a claim is due and by the Buyer if no claim is due.

(d) The Seller must pay claims, if any, within thirty (30) calendar days of reaching final agreement with the Buyer. If the Seller does not pay the claim within thirty (30) calendar days, the Buyer shall be entitled to interest on the amount of the payment to be made at the rate of 1 1/2% per thirty (30) calendar day period. A copy of the official referee analysis shall accompany the documentation settling the claim.

Section 6 – ADJUSTMENTS FOR QUALITY

(a) Moisture - Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the requirements above will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot testing 12.5% moisture or less based on the official sample shall not be subject to rejection or penalty on account of moisture content. Penalty for excess moisture: two times delivered invoice bulk price for excess moisture from 12% to 13%, and 2 1/2 times delivered invoice for excess moisture above 13%.

(b) Fibre (High Protein or Dehulled) - Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the requirements above will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot of high protein or dehulled soybean meal testing no more than 0.3% of fibre above the fibre specification (based on official sample adjusted to 12% moisture), shall not be subject to rejection or penalty on account of fibre content. When the

amount of fibre exceeds specification by more than 0.3% (based on official sample adjusted to 12% moisture), the shipment shall be discounted 1.0% of the delivered invoice bulk price for each 0.1% fibre in excess of specification.

(c) Protein - Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the protein specification will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot of soybean meal testing within 0.5% of protein below the protein specification (basis official sample moisture 12% or less; protein to be calculated on 12% moisture basis if official sample moisture exceeds 12%) shall not be subject to rejection or penalty on account of protein content. Protein deficiency claims shall be settled between the parties on the basis of two times the delivered invoice bulk price per unit of protein below specification and shall be calculated on the same moisture basis as for protein rejection.

(d) Claims shall be waived unless submitted in writing by the Buyer within thirty (30) calendar days after date of arrival of the shipment.

(e) The high protein soybean meal total claim on fibre and protein cannot exceed 8% of the invoice price for protein guaranteed 46% to 47.5%, and 10% of the invoice price for protein guaranteed 48% to 49%.

(f) All claims should be settled on analysis rounded to the nearest tenth %. Fives (5's) are rounded up.

Section 7 - SAMPLES

In the event that the Seller fails to take and process the origin sample in the officially prescribed manner, any representative destination sample taken by an automatic mechanical spout sampler or end of conveyer sampler shall become the official sample. In the case of rail shipments a destination sample must be obtained within five (5) business days of constructive placement and prior to unloading. For purposes of this rule, "constructive placement" is considered destination delivery. The sample shall be submitted to an Official Referee Laboratory. The results of the analysis of the destination sample shall be binding on both parties for final settlement. The expense of such sampling and analysis shall be borne by the Seller if the Seller failed to officially sample at origin.

Section 8 - OFFICIAL REFEREE LABORATORIES

To qualify the Official Referee Laboratory must be a mutually agreeable AOCS accredited North American laboratory of which the accreditation body is a signatory to the International Laboratory Accreditation Cooperative (ILAC) and based in North America.

Scope of accreditation is the International Organization for Standardization (ISO)/ International Electrotechnical Commission (IEC) 17025.

Qualified ILAC signatories in Canada:

- Standards Council of Canada (SCC) and Canadian Association for Laboratory Accreditation Inc. (CALA)

Qualified ILAC signatories in the USA:

- American Association for Laboratory Accreditation (A2LA)
- National Voluntary Laboratory Accreditation Program (NVLAP)
- International Accreditation Service, Inc. (IAS)
- ANSI-ASQ National Accreditation Board and Accreditation Services Bureau (A-S-B)

Qualified ILAC signatory in Mexico:

- Entidad mexicanade acreditación a.c. (ema)

RULE 3 - QUANTITY

Section 1

Soybean Meal for domestic consumption shall be sold on a net weight basis as per contract. The unit of pricing shall be based on the short ton (2,000 avoirdupois pounds) or the tonne (2,204.6226 avoirdupois pounds).

Section 2

The contract shall state the specific number of short tons or tonnes sold, and shall be completed by shipping the exact number of short tons or tonnes unless otherwise arranged between the Buyer and the Seller.

Section 3

(a) In completing round-lot rail contracts, the Seller shall load cars to "minimum weight" as required by railroad regulations, unless specific instructions to the contrary shall have been given by the Buyer, in which case the Buyer shall be liable for excess freight.

(b) If the Seller loads a car in excess of minimum weight as required by railroad regulations without the specific approval of the Buyer, then the Buyer shall not be obligated to pay more than the market price at time of shipment to the Buyer for the excess over the minimum weight.

RULE 4 - FREIGHT RATES, TAXES, DUTIES AND RAIL CHARGES

Section 1 - FREIGHT RATES

Any increases or decreases in the published rail freight charges, truck freight charges and/or any fuel surcharges that become effective after the sales contract is negotiated shall be for the account of the Buyer.

Section 2 – TAXES, TARIFFS, AND DUTIES

Any existing, new or increased taxes, charges, duties or tariffs or any similar fees or other government charges imposed by the Government of Canada or any other government entity or taxing body, foreign or domestic, upon the production, sale, shipment, delivery, import or export of Soybean Meal, now or after the sales contract is negotiated, shall be for the account of the Buyer. Seller shall not be required to pay, absorb, or reimburse any such charges, whether directly or indirectly, and any such charges incurred by the Seller shall be recoverable from the Buyer.

Section 3 - RAIL CHARGES

(a) Demurrage and Storage - Demurrage and/or storage charges at destination shall be the Buyer's responsibility. Destination shall be actual or constructive destination in the event the Buyer, for any reason, is unable to take delivery of the railway car. The Buyer shall also be responsible for any demurrage and/or storage charges assessed as a result of the Buyer's or railway's staging of the railway car movement to destination or staging provided as a result of the Buyer's inability, for any reason, to take delivery of the railway car at destination.

Other Rail Ancillary Charges – The Buyer shall be responsible for other ancillary charges assessed by a railway company at destination or which arise as a result of the Buyer's acts or omissions.

RULE 5 - PRICING

Unless otherwise agreed, all unpriced contracts shall be priced at the Buyer's option within the day's price range, while futures markets are open and tradeable. In no case shall pricing go beyond the date of shipment or the original contracted period, whichever comes first, unless there is specific prior agreement between the Buyer and the Seller. The futures month relative to the contracted delivery month shall be identified on the face of each contract. If any portion of the contract is not priced or spread the day before the expiration day of the contract futures month involved, it shall be priced or spread on the market close of that day unless futures are not tradeable. In this event, the balance of the unpriced contract shall be priced or spread at the first tradeable opportunity.

The Buyer requesting pricing on the date of shipment shall accept pricing as done by the Seller, even if the car does not actually leave on the requested date of shipment due to circumstances beyond the control of the Seller, provided that the car has been loaded.

Cash sales may be priced by exchanging futures at the mutual agreement of the Buyer and the Seller.

RULE 6 - TERMS

Section 1

Unless otherwise specified at the time of sale, terms of payment on Soybean Meal are to be net cash - sight draft, bill of lading attached.

Section 2

The Seller reserves the right to restrict the terms of payment if, in the Seller's judgement, the financial responsibility of the Buyer does not warrant shipment on terms originally stated in contract.

Section 3

Failure of the Buyer to accept delivery of or pay for any portion of a specified quantity of Soybean Meal covered by contract shall, at the Seller's option, release the Seller from making further deliveries. In case of default in payment of any invoice when due, the whole sum owed by the Buyer shall become due and payable at once.

RULE 7 - TIME OF SHIPMENT

Section 1

Loaded, spot, instant or "on track" shall mean that the Soybean Meal is actually loaded and ready for billing, and the bill of lading must be dated on the day of sale.

Section 2

On contracts covering specific quantities for shipment during the first half or second half of a given month, it shall be understood that up to midnight of the fifteenth (15th) shall be considered the first half (this including February), the remainder of the month to be considered as second half.

Section 3

On contracts covering specific quantities for shipment during a specified period, shipment is to be made during the month or months specified in the contract with no tolerance period allowed to the Buyer.

Section 4

Unless otherwise agreed in the contract, all sales are understood to be for shipment at the Seller's option at any time during period specified in contract.

Section 5

On contracts covering specific quantities for shipment during a specified period, the Buyer shall furnish specifications and shipping instructions to the Seller which must be actually received by the Seller on or before the eighth (8th) day of the month during which shipment is wanted, to enable the Seller to execute order within the period or periods specified in contract.

(a) On contracts made after the eighth (8th) of the month for delivery during that month, the Buyer must furnish shipping instructions within three (3) business days of the date of the contract to enable the Seller to execute order within period specified in contract.

(b) In the event the Seller does not receive shipping instructions from the Buyer on or before the eighth (8th) day of the month, the Seller shall have thirty (30) calendar days from time of receipt of shipping instructions to make shipment.

Section 6

A change in specifications or shipping instructions previously filed with the Seller does not extend any contract, except upon mutual agreement at the time such change is requested.

Section 7

The date on the original bill of lading or truck loading document at point of origin shall be considered as the date of shipment except that if the last day of contract period occurs on Saturday, Sunday or legal holiday, the Seller shall not be deemed in default under these Trading Rules by reason thereof if the original bill of lading or truck identification document at the point of origin is dated the next business day.

RULE 8 - DEFAULTS

Section 1

In the event that the Buyer fails to furnish specifications and shipping instructions within the period or periods specified in contract, the Seller shall have the following discretionary rights, subject, however, to the Seller notifying the Buyer by electronic mail with acknowledgement of receipt requested within five (5) business days following the initial or extended contract period expiration, which right the Seller elects to exercise under the contract:

(a) to resell Soybean Meal in the open market for the Buyer's account, the Buyer to pay the Seller the difference between contract price and resale price; or

(b) to retain Soybean Meal, the Buyer to pay the Seller the difference between contract price and market price in the event of market price being lower; or

(c) to cancel the contract on any unshipped portion thereof.

The Seller's failure to give notice as provided in this section shall constitute extension of that portion of contract in default for thirty (30) calendar days. Unless further extended by mutual agreement, the contract is null and void. In the case of a multiple period contract, those periods not in default also remain in effect.

Section 2

In the event that the Seller fails to ship any portion of Soybean Meal during contract period, providing specifications and shipping instructions shall have been received in time to execute orders, the Buyer shall have the following discretionary rights, subject, however, to the Buyer notifying the Seller by electronic mail with acknowledgement of receipt requested within five (5) business days following an initial or extended contract period expiration, which right the Buyer elects to exercise under the contract:

(a) to cancel that part of the contract upon which there has been default; or

(b) to have the Seller buy in the open market a like quantity and quality of Soybean Meal for the Seller's account, the Seller to pay the Buyer the difference between contract price and repurchase price. No product shall be replaced by the Buyer without the consent of the Seller; or

(c) in the event the contract is cancelled, the Seller to pay the difference between the contract price and the mutually agreed market price, if the market price is higher than the contract price.

The Buyer's failure to give notice as provided in this section shall constitute extension of that portion of the contract for thirty (30) calendar days. Unless further extended by mutual agreement, the contract is null and void.

Section 3

Failure on the part of the Seller to deliver any instalment of Soybean Meal or failure on the part of the Buyer to furnish specifications and shipping instructions on any instalment of Soybean Meal shall not be a breach of the entire contract, or affect any other contracts between the Buyer and the Seller.

RULE 9 - WEIGHTS

Section 1 - GOVERNING WEIGHTS

The Seller's official weights are to govern. A copy of the Seller's weight certificate shall be provided to the Buyer on request.

Section 2 - OFFICIAL WEIGHT CERTIFICATES

In order to be approved for official weighing status or to issue official weights, a Seller of Soybean Meal shall have weight measures that are approved by Measurement Canada under the *Weights and Measures Act*.

Section 3 - WEIGHT CLAIMS DUE TO DAMAGE OR TAMPERING IN TRANSIT

Where a weight discrepancy arises, no allowance for shortage or damage will be made by the Seller unless the Buyer furnishes complete evidence, including a railroad inspection report, so as to enable the Seller to present a complete

claim to the carrier. Weight claims shall be filed as soon as possible, but not later than five (5) business days from the car unloading date. Weight claims filed after five (5) business days shall not be honoured. The Seller's liability shall be limited to the maximum of that which is recoverable from the carrier.

RULE 10 - ROUTING

Unless contract is drawn on the basis of specific routing, the Seller shall have the right to specify routing excepting delivering carrier, which shall be the option of the Buyer. Delivering carrier in this Rule shall be defined as the railroad making final delivery to the Buyer's location.

RULE 11 - COMMISSION OR BROKERAGE

Unless otherwise specifically agreed at the time of sale, the Seller shall pay the selling commission or brokerage to the agent or broker consummating the sale.

Commission will not be earned or paid when shipment is prevented by an act of any governmental body or by Force Majeure as defined in Rule 13. Commission or brokerage shall not be considered due until delivery has been made, or contract otherwise disposed of.

RULE 12 - ARBITRATION

In the event of any dispute or difference arising out of or in any way relating to any contract to which the within Rules apply or the Rules themselves, including, without limitation, any dispute or difference as to the terms or conditions, breach, performance or interpretation of such contract or these Rules, then the same shall be settled by arbitration as follows.

Section 1 – SUBMISSION TO ARBITRATION

Either party may submit the dispute to arbitration by giving written notice of its request to arbitrate to the other party.

Section 2 - APPOINTMENT OF ARBITRATION COMMITTEE

Within thirty (30) calendar days after the notice is given, each shall appoint a single representative to serve as a member of an Arbitration Committee to consist of three members. The two representatives so appointed, within forty (40) calendar days from the date of notice, jointly shall select a third member, who shall be a duly qualified barrister and solicitor, to act as Chairman of the Arbitration Committee.

In the event the Arbitration Committee is not constituted as aforesaid, the following provisions shall apply:

(a) In the event the Buyer fails, neglects, refuses or is unable to appoint a representative within the aforesaid thirty (30) day period, then the Seller may apply to the Court of King's Bench (or equivalent court of superior jurisdiction) in the Province in which the Seller's head office is located to make the required appointment;

(b) In the event the Seller fails, neglects, refuses or is unable to appoint a representative within the aforesaid thirty (30) day period, then the representative of the Seller shall be deemed to be, and the Seller shall conclusively be deemed to have appointed, such individual person as may from time to time be designated by the Canadian Oilseed Processors Association as their "designated arbitration representative"; and

(c) In the event the two appointed representatives fail, neglect, refuse or are unable to select a Chairman within the aforesaid forty (40) day period, then either of the Buyer or the Seller may apply to the Court of King's Bench (or equivalent court of superior jurisdiction) in the Province in which the Seller's head office is located to appoint such Chairman.

Section 3 - MATTERS INTENDED TO BE REFERRED

Within sixty (60) calendar days after the appointment of the Arbitration Committee as provided in Section 2 hereof, the party who initiated the arbitration process (the "claimant") shall provide a statement in writing to the Arbitration Committee setting out all the matters which it intends to refer to the Arbitration Committee and all information on which the claimant intends to rely in the arbitration. A copy of the written statement must be provided to the other party (the "respondent") at the same time.

Within ten (10) calendar days after receipt of the claimant's written statement, the respondent shall provide to the Arbitration Committee and to the claimant a written statement in response setting out any matter which it intends to refer to the Arbitration Committee and all information on which the respondent intends to rely in the arbitration.

Only those matters which are included in or covered by the respective statements shall be considered by the Arbitration Committee.

Section 4 - HEARING

Within fifteen (15) calendar days after the receipt by the Arbitration Committee of the written statements of the parties, the Arbitration Committee may convene a hearing of the matters referred to arbitration, or, as determined by the Arbitration Committee at its sole discretion, may accept written submissions of the parties. In the event the Arbitration Committee commences a hearing of the matters referred, it shall be at such time and place and under such conditions as may be prescribed by the Arbitration Committee, and each party shall have the right to submit evidence in support of its position.

Section 5 – CONDUCT OF ARBITRATION

Subject to this Rule, the Arbitration Committee may conduct the arbitration in the manner it considers appropriate.

The Arbitration Committee is not bound by the formal rules of evidence, but may hear, receive and consider any evidence which it may consider relevant.

Unless otherwise authorized by this Rule, a party communicating with the Arbitration Committee regarding the arbitration must do so in the presence of the other party or, if the communication is in writing, must provide a copy to the other party at the same time.

Each of the parties shall produce before the Arbitration Committee all relevant books, documents, papers, accounts, vouchers, entries, memoranda, plans and writings in their possession, power or control which the Arbitration Committee may require.

Each of the parties shall do all acts and things as are necessary to enable the Arbitration Committee to make proper findings respecting the matters in dispute, and neither of the parties shall obstruct, delay or prevent the Arbitration Committee from proceeding with the reference or from making its award.

The Arbitration Committee may postpone a hearing at the request of a party who satisfies the Arbitration Committee that there is a good and sufficient reason to do so.

Section 6 – NON-ATTENDANCE BY A PARTY

The Arbitration Committee may proceed with the hearing in the absence of any party who fails to attend the hearing and does not obtain a postponement in advance, provided that the absent party was properly notified of the time and place of the hearing.

Section 7 - AWARD

Within sixty (60) calendar days of the receipt by the Arbitration Committee of all evidence which it may consider relevant, the Arbitration Committee shall deliver its award by notice in writing to the Buyer and the Seller which notice shall be sufficient if given or delivered to the head offices of the Buyer and the Seller, respectively.

Section 8 - COMMENCEMENT OF LEGAL PROCEEDINGS

No action or legal proceedings shall be commenced or prosecuted by either of the parties against the other party relating to any of the matters in dispute, unless the party to be made defendant to such action or proceeding shall have refused or neglected to refer such matters to arbitration pursuant to the provisions of this Rule, or unless the time limited for making the award as aforesaid shall have expired without any such award being made.

Section 9 - PARTIES TO ABIDE BY AWARD

The award of the Arbitration Committee shall be binding in all respects upon the parties, subject to the right of either party to appeal the award of the Arbitration Committee to any court of competent jurisdiction on a question of law or jurisdiction.

Section 10 – COSTS OF ARBITRATION

Unless otherwise determined by the Arbitration Committee in its sole discretion, the costs of the arbitration, award and the costs of the parties in connection therewith shall be borne by the unsuccessful party to the reference. The Arbitration Committee in its sole discretion may determine liability for costs, apportion cost between the parties, set the amount of costs and give directions as to the manner in which costs are to be paid.

Section 11 - ARBITRATION ACT

Except as otherwise provided in this Rule, arbitrations shall be governed by the provisions of the *Arbitration Act* (or other legislation governing domestic commercial arbitration) in force in the Province in which the head office of the Seller is located. Where any provisions of such legislation and this Rule conflict, the provisions of this Rule shall govern.

RULE 13 - FORCE MAJEURE

The Seller shall not be liable for any delay or failure to make delivery of all or any part of the Soybean Meal under these Rules in the event such delay or failure is due to Force Majeure and the Seller is unable to acquire sufficient goods to complete the contract.

The Buyer shall not be liable for any delay or failure to take delivery of all or any part of the Soybean Meal under these Rules in the event such delay or failure is due to Force Majeure and the Buyer is prevented from taking delivery of the product.

The term "Force Majeure" shall include, but shall not be limited to, any fire, flood, drought, war, insurrection, riot, strike, lockout, breakdown of machinery, government embargo, railroad and shipping embargo, act of government, act of God or any other cause not within the control of the party affected.

Any dispute as to the existence of conditions constituting the claimed Force Majeure shall be adjudicated by arbitration in accordance with the arbitration provisions prescribed by these Rules.

The party declaring Force Majeure shall give notice to the other party by electronic mail with acknowledgement of receipt requested within seven (7) calendar days of the commencement of the Force Majeure condition or not less than twenty-one (21) calendar days before the commencement of the contract period, whichever is later.

The party affected by the Force Majeure may defer delivery while delivery is prevented by the Force Majeure condition for a period not to exceed sixty (60) calendar days following the date the Force Majeure condition commenced.

If delivery is delayed for more than sixty (60) calendar days, either party shall have the option of cancelling the delayed portion of the contract, without any claims or damages against either party.

In the event of a dispute, there shall be no claim against either party for or arising from delay or failure caused by Force Majeure, provided the legitimate existence of conditions constituting Force Majeure are declared.

Notwithstanding any of the provisions of this Rule, both parties shall take all responsible measures to fulfil the terms of the contract.