



## AGREEMENT

This Agreement is entered into by and between CORN PRODUCTS INTERNATIONAL, INC. (“**Buyer**”) and \_\_\_\_\_ (“**Seller**”).

**WHEREAS**, Seller grows corn for commercial sale at a farm located at \_\_\_\_\_.

**WHEREAS**, Seller desires to sell and Buyers desires to buy corn from Seller;

**NOW, WHEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Seller represents and warrants that it has clear and marketable title to all corn tendered to the Buyer for purchase and that Seller’s right to sell the corn is free of any liens, encumbrances, security interests, or claims and that the corn does not serve as collateral under or otherwise secure any agreement with or debt owed to a third party. Seller shall convey the corn to Buyer free of any such liens, encumbrances, security interest, or claims.
2. If at any time Seller becomes aware of any encumbrances to its title or claims to corn sold to Buyer, Seller shall promptly notify Buyer in writing.
3. In the event that Seller tenders for sale to Buyer any corn the title to which is clouded or encumbered in any way or to which there is any competing claim, and Buyer has not yet commingled that corn with corn purchased from other sources or otherwise placed that corn into its manufacturing process, Seller shall, at its own expense and in Buyers’ sole discretion:
  - (i.) accept return of corn already in Buyer’s possession and refund Buyers’ full purchase price plus any shipping or handling charges, including return shipping;
  - (ii.) provide to Buyer corn from an alternate source to which Seller has clear title at no additional cost to Buyer; or
  - (iii.) pay to Buyer the difference between the purchase price established with Seller and the cost of corn purchased by Buyer from another source to cover, if greater that the original purchased price. If Buyer has commingled the corn with corn purchased from other sources or otherwise placed the corn into its manufacturing process, then Seller shall take all actions mutually agreed by the parties (and bear the full cost and expense thereof) to ensure that Buyer has clear title to the corn.
4. Seller agrees to defend, indemnify and hold harmless Buyer, its parent or related entities, directors, officers, and employees from all loss, costs (including reasonable attorneys’ fees), damage and/or expense arising out of any demand, claim, suit or judgment arising out of any breach by Seller of its obligations hereunder and especially of the representation and warranty in *paragraph 1* above.
5. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof.

For the Seller:

For the Buyer:  
Corn Products U.S.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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