

ELECTRONIC DATA INTERCHANGE AGREEMENT

This Electronic Data Interchange Agreement is made as of _____, 200_, by and between UAP Inc., a corporation constituted under the laws of the Province of Québec (Canada), having its head office at 7025 Ontario Street East, Montreal, Québec (Canada), H1N 2B3, (“UAP”) and _____, a corporation constituted under the laws of _____, having its principal place of business at _____ (the “Supplier”)

RECITALS

WHEREAS the Parties agree that the supply of products by the Supplier to UAP will be facilitated by the use of an electronic data interchange (“EDI”) system in substitution for conventional paper-based documents;

WHEREAS this Agreement does not purport in any way to modify any of the substance governing the business relationship of the Parties but for the manner in which the flow of information between the Parties will be handled;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms are defined as follows:

- 1.1. **“Acknowledgement receipt”**: procedure by which, on receipt of a Document, the syntax and semantics are checked, and a corresponding acknowledgement is sent to the Sender by the Receiver.
- 1.2. **“Document”**: All documents listed in Attachment 1.2, which forms an integral part of this Agreement.
- 1.3. **“EDI network”**: The electronic communications system tested and approved by the Parties in which any Document is transferred from computer to computer, comprising all steps from sending to receiving and Acknowledgement receipt; UAP shall have thirty (30) days to approve the implementation of the EDI network and any change of the Supplier’s third-party service provider or operation systems.
- 1.4. **“Interchange ID”**: Any numerical, alphabetical, alphanumeric or manual computerized sign, symbol or code used by the Sender to enable the Receiver to verify the identity of the Sender of a Document.
- 1.5. **“Receiver”**: The Party receiving a Document sent by the Sender through the EDI network.
- 1.6. **“Sender”**: The Party sending a Document to a Receiver through the EDI network.

2. SCOPE OF THE AGREEMENT

The Parties agree that for as long as this Agreement remains into force, and with the exceptions of mutual consent or of system failure, they will communicate the Documents through the EDI

network. Any transmission of data that is not a Document shall have no force and effect between the parties, unless justifiably relied upon by the receiving party.

3. SYSTEM OPERATION

- 3.1. Each Party shall be responsible for providing, testing and maintaining, at its own expense, all computer equipment, supporting equipment, software and services necessary to effectively and reliably transmit and receive any Document as contemplated by this Agreement. Each Party shall also be responsible for and pay, the costs, fees and associated expenses of any third-party service provider with which it contracts.
- 3.2. All Documents shall be dealt with according to the American National Standards (ANSI) ASC X12 Standard or any other standard mutually agreed upon by the Parties. UAP shall give written notice of its intent to upgrade a new ANSI ASC X12 Standard and the Supplier shall upgrade to the new ANSI ASC X12 Standard within ninety days of conversion.

4. USE OF THE EDI NETWORK

- 4.1. A Document shall be considered properly received, and therefore give rise to obligations, by the Receiver when the Receiver has sent an Acknowledgement receipt to the Sender. Such acknowledgement shall be sent forthwith by the Receiver following the access of its electronic mailbox. An Acknowledgement receipt shall constitute conclusive evidence that a Document has been properly received.
- 4.2. Any applicable delay for the delivery of products or payment of invoices shall start counting as of the moment the Receiver sends its Acknowledgement receipt, following the reception of a valid purchase order, invoice or any other Document as agreed by the Parties.
- 4.3. The Receiver shall be authorized to delay the delivery of products and payment of invoices upon reception of a purchase order or invoices, which raises serious uncertainty as to its authentication. In this event, the Receiver shall within 24 hours contact the Sender and obtain a clarification as to the uncertain information. The delay for the delivery of products shall start counting only from the moment the Supplier receives certainty as to the authentication.
- 4.4. If any Document is received in an unintelligible or garbled form, the Receiver shall within 24 hours notify the Sender. In the absence of such notice, the Sender's records of the contents of such Document and the subsequent acknowledgement shall prevail.
- 4.5. The Parties agree to notify each other before resorting to the use of non-EDI modes of communications in the event of a system failure. No liability can be retained against the Receiver when the impossibility to perform its obligations results from a system failure. However, each Party will have the duty to mitigate its damages.

5. TERMS AND CONDITIONS OF PURCHASE

- 5.1. The terms and conditions for purchase of products or for other types of transactions between UAP and the Supplier are identified in Attachment 5.1. As such terms and conditions are modified, Attachment 5.1 shall be modified accordingly.
- 5.2. The terms and conditions for purchase of products including, but not limited to, the product price list, order and delivery terms, and such shall not be changed or modified by this Agreement or any Document transmitted under this Agreement.

- 5.3. Any Changes to Documents other than invoices must be communicated from the Sender to the Receiver by telephone and verified by facsimile communication. Errors on invoices must be corrected by the issuance and transmission of an additional invoice (credit and/or debit).

6. EVIDENCE

- 6.1. The Parties hereby recognize that the evidentiary and legal value of all data shall not be increased or diminished in any manner whatsoever solely because such data was entered in an electronic format, and the Parties also agree that they shall not contest the validity of any Document based solely on this ground.
- 6.2. The Parties further agree that the Interchange ID found on any Document received through the EDI network shall have the same probative value and binding effect as a written signature.

7. SECURITY

- 7.1. Each Party shall adopt and implement security procedures that are sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper third-party access.
- 7.2. Any Document sent through the EDI network must bear the Interchange ID of the Sender. A Receiver is entitled to presume that any Document bearing the Interchange ID of the Sender has been validly issued by an authorized representative of the Sender.

8. DISPUTE RESOLUTION

In the event of a dispute as to the interpretation or application of this Agreement, the matter shall be submitted to an arbitrator as designated by the Parties, and in case of failure to designate such an arbitrator within thirty (30) days of the emergence of the dispute, the EDI Council of Canada shall be required to appoint one. The arbitration shall be governed by the rules of the Code of Civil Procedure (Québec) and shall be held in the city of Montréal (Québec). The arbitrator's decision shall be final, binding and without appeal.

9. TERM AND TERMINATION

This Agreement shall be effective on the day and year first above mentioned and shall continue thereafter until terminated by either Party as identified below. This Agreement may be terminated with or without cause, by either Party with thirty (30) days prior written notice to the other Party. However, any such termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to termination.

10. LIMITATION OF DAMAGES

Neither Party shall be liable to the other for any special, incidental, exemplary or consequential damages, including loss of profit or of opportunity arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement.

11. FORCE MAJEURE

- 11.1. Neither Party shall be responsible for its delay or failure to perform any part of this Agreement if such delay or failure to perform is caused directly or indirectly by an occurrence beyond the Party's reasonable control.

11.2. In the event either Party's performance is affected by an occurrence of force majeure, such Party shall notify the other of the event as soon as possible and the Parties shall confer to determine an alternate way of processing the Documents while the force majeure event is resolved.

12. CONFIDENTIALITY

The Parties each agree to respect and keep confidential all information received from the other Party and designated as proprietary and not to disclose such information to third-parties without the prior express written consent of the disclosing Party.

13. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws in force in the Province of Québec.

14. GENERAL PROVISION

Neither this Agreement nor any of the rights hereunder may be assigned by either Party without the consent in writing of both parties. Notwithstanding the above, UAP shall have the right to assign this Agreement to a parent, subsidiary or affiliate of or successor to UAP (whether by merger, purchase, sale, consolidation, reorganization or the restructuring and whether UAP is the surviving entity), without the prior written consent of Supplier.

15. LANGUAGE

The Parties have requested that the present Agreement, and any other pertinent material, be expressed in the English language. Les Parties ont exigé que la présente convention, et tout texte s'y afférent, soient rédigés en langue anglaise.

IN WITNESS WHEREOF each of the Parties hereto has executed this Agreement as of the date and year first stated above.

UAP INC.

NAME OF THE SUPPLIER

Per: _____

Per: _____

Name :

Name :

Title :

Title :

ATTACHMENT 1.2

"DOCUMENTS"

Transaction set number	Document name	Release	Function Acknowledgement required	Direction
850	Purchase order	4010	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Outbound
810	Invoices and credit notes	4010	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Inbound
997	Functional Acknowledgement	4010	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Inbound and Outbound

ATTACHMENT 5.1

“PURCHASE ORDERS/OTHER TRANSACTIONS TERMS AND CONDITIONS