

Terms of Use

**NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.
FREE ON BOARD EXPORT MODEL CONTRACT U.S.A./CANADA, NO. 2
("NAEGA 2")
(REVISED AS OF MARCH 30, 2018)**

AND

**NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.
ADDENDUM No. 1
TO NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC., F.O.B. CONTRACT
NO.2
(REVISED AS OF MARCH 30, 2018)**

The NAEGA 2 model contract and Addendum No. 1 are available to the public for use in whole or in part. Their use is subject to copyright protection and these Terms of Use.

The "North American Export Grain Association, Inc. FREE ON BOARD EXPORT MODEL CONTRACT U.S.A./CANADA, NO. 2" is oftentimes referred to in the commercial trade as "NAEGA 2" or "NAEGA." In order to avoid confusion in the trade, NAEGA authorizes the use of these or similar references in contract titles only where the Model Contract is used in its entirety and there are no significant deletions or additions made thereto. In order to promote the commercial utility of the NAEGA 2 and its dispute resolution processes, NAEGA further authorizes and supports the use of Contracts and Riders not titled "NAEGA 2" or similar and that incorporate provisions of the Model Contract and its Addendum by reference in whole or in part. Any and all references to NAEGA 2 and/or Addendum No. 1 shall be considered to be references to the most recently revised Model Contract and Addendum in force at the time of contracting.

Parties using the Model Contract and Addendum No. 1 in whole or in part agree to be bound by the contract provisions and understand that the contract is governed by the laws of the State of New York.

Entities that are not members of NAEGA must contact NAEGA to be provided a release to copy for reference.

Essential NAEGA provided services in administering the contract are free to its members and may be made available to non-members.

All users of NAEGA information and services expressly understand and agree to indemnify and hold harmless, NAEGA, its officers, employees and agents from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property arising out of or in connections with or occurring during the course of interaction with NAEGA.