



NAEGA
North American Export Grain Association

Terms of Use

**NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.
FREE ON BOARD (FOB) EXPORT CONTRACT U.S.A./CANADA, NO. 2
("NAEGA 2")
(Revised as of April 15, 2024)**

AND

**NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.
ADDENDUM No. 1
To
NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC., FOB CONTRACT NO. 2
LOADING RATE GUARANTY
(Revised as of April 15, 2024)**

Approved by the NAEGA Board of Directors on March 18, 2024

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

The "North American Export Grain Association, Inc. FREE ON BOARD EXPORT CONTRACT U.S.A./CANADA, NO. 2" is oftentimes referred to in the commercial trade as "NAEGA 2" or "NAEGA". NAEGA authorizes the use of these or similar references in contract titles ONLY where the NAEGA 2 is used in its entirety or where there are no material additions or deletions to it as determined by NAEGA.

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 the provisions of the NAEGA 2 and its Addendum by reference in whole or in part. All such references to NAEGA 2 and/or Addendum No. 1 shall be considered references to the most recently revised NAEGA 2 and Addendum in force at the time of contracting.

Parties using the NAEGA 2 and Addendum No. 1 in whole or in part agree to be bound by the contract provisions, NAEGA processes, and the laws of the State of New York.

Parties are reminded that access to NAEGA's Grain Arbitrators and Special Grain Arbitrators is available only where contracts incorporate the arbitration clauses of the NAEGA 2 and Addendum No. 1. Parties are further reminded that NAEGA services may not be available

All users of NAEGA Information and Services Expressly Understand and Agree to indemnify and hold harmless, NAEGA, their 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.



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where there are material changes to NAEGA 2 provisions requiring NAEGA certification and as determined by NAEGA.

Parties may use the NAEGA 2 and Addendum No. 1 for non-North American FOB exports where: allowed by local law; amended to comply with the laws of the local origin; NAEGA processes, procedures and guidance are enforceable; and consistent with these Terms of Use.

NAEGA 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, directors, employees, agents, and persons acting pursuant to authorities extended by the president or board of directors 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 connection with or occurring during the course of interaction with NAEGA, its officers, directors, employees and agents, and persons acting pursuant to authorities extended by the president or board of directors.

All users of NAEGA Information and Services Expressly Understand and Agree to indemnify and hold harmless, NAEGA, their 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.