
AGREEMENT FOR PROCESSING VEGETABLES « CUCUMBERS » 2026

BETWEEN

Producteurs de légumes de transformation du Québec (PLTQ), a federation of professional syndicates duly incorporated, having its place of business at 555 Roland-Therrien Boulevard, Suite 355, Longueuil, responsible for administering the processing-vegetable growers' Joint Plan,

hereinafter called: "PLTQ"



AND

Conseil de la transformation alimentaire du Québec (CTAQ), a legally constituted association certified by the *Régie des marchés agricoles et alimentaires du Québec* to represent all buyers of vegetables for processing produced in Québec, having its head office at 216 Denison East Street, Granby,

hereinafter called : "The Association"



This document was prepared for reference purpose only.
Please see the French document for the original version.

TABLE OF CONTENTS

1. OBJECT OF THE AGREEMENT	3
2. APPLICATION OF THE AGREEMENT	3
3. RELATIONSHIP BETWEEN GROWERS AND BUYERS	3
4. WEIGHTS AND MEASURES	5
5. MEMORANDUM OF UNDERSTANDING	6
6. ACT OF GOD	7
7. DURATION, TERMINATION AND RENEWAL	7
8. 2026 MINIMUM SELLING PRICES	8
9. PAYMENT TERMS	8
10. SEED	9
11. HARVESTING AND DELIVERY	10
12. CLASS RESTRICTIONS	12
13. CLASSIFICATION	13
14. PRODUCTION	14
15. CROP PROTECTION PRODUCTS AGAINST DISEASES AND INSECTS	14
SEED PRICES	16
2026 : SPECIAL LETTER OF UNDERSTANDING « A »	17
INSPECTOR'S MANDATE	18
SHAPE DEFECTS	19
REGISTER OF PHYTOSANITARY TREATMENTS	20

1. OBJECT OF THE AGREEMENT

- 1.1 This Agreement is made pursuant to the provisions of the Québec Act respecting the marketing of agricultural, food and fish products relative to the processing vegetable growers' Joint Plan.
- 1.2 The object of this Agreement is to determine and regulate the relationship between growers and Buyers of processing cucumbers in Quebec.

2. APPLICATION OF THE AGREEMENT

2.1 This Agreement is binding on:

- (a) all growers of cucumbers covered by the Joint Plan;
- (b) the PLTQ as administrator of the Joint Plan, and;
- (c) Buyers of processing cucumbers.

2.2 In this Agreement, the following words and expressions mean:

"Regulated product"	Cucumbers
"Joint Plan"	The Plan conjoint des producteurs de légumes destinés à la transformation (processing vegetable growers' Joint Plan)
"Buyer"	Processor or intermediary who purchases the regulated product
"Processor"	Person engaged in the business of processing a regulated product
"Intermediary"	A person who purchases the regulated product and resells it to a Buyer
"Total gross revenue from production"	Total gross revenue (or equivalent computed according to the Agreement) obtained from the product regulated under the processing vegetable growers' Joint Plan, means the total monetary value of the harvest delivered, including adjustments, if any, premiums, lump sum payments, indemnities and all other money paid by a Buyer to the grower

- 2.3 Should one or more of the clauses in this Agreement be null with respect to the provisions of the Act, the other clauses shall not be invalidated by such nullity unless such null clause directly invalidates any provision of this Agreement.
- 2.4 All information provided by the Buyer to the PLTQ in accordance with this Agreement is strictly confidential and shall be used only by upper management, the Board of Directors and the production committees. It shall not be divulged, directly or indirectly, in whole or in part, to whomever, in a manner that could reveal the sales figure and/or any other confidential information specific to a grower or Buyer, without the prior written consent of the grower or Buyer concerned.

3. RELATIONSHIP BETWEEN GROWERS AND BUYERS

- 3.1 The agreement between a grower and a Buyer is established through a written contract entered into between such grower and Buyer.

Upon the signing of a contract, the Buyer shall give a copy of the signed contract to the grower and to the PLTQ.

3.2 The provisions of any contract or agreement between a grower and a Buyer must not be inconsistent with those of this Agreement. Where there is inconsistency the provisions of this Agreement shall govern and be binding upon the parties.

3.3

3.3.1 Each year, as soon as possible, but not later than April 1, and always at least 10 days prior to its signature by the grower, the Buyer shall forward a duplicate of his original contract to the PLTQ.

3.3.2 The Buyer shall forward to the PLTQ, on or before May 15 of each year, a list of all his growers with their complete addresses, telephone numbers, email, and the volume contracted.

Should additional growers be added after this date, the purchaser will notify PLTQ as soon as possible and no later than 15 days after seeding is completed.

3.4 No later than October 15, each Buyer shall provide the PLTQ with:

3.4.1 The contributions withheld on cucumbers purchased or received from each grower, in accordance with the Régie des marchés agricoles et alimentaires du Québec regulations, respecting such levies, as well as any other sum withheld from growers and owed to the PLTQ or owed by the Buyer to the PLTQ in accordance with this Agreement. Any late payment shall be subject to an interest charge of 1% per month (12% per annum) from the date of payment specified in this article;

3.4.2 Upon request, the PLTQ shall support Buyers in their efforts to collect amounts owed to them by certain growers for goods and/or services covered by this Agreement;

3.4.3 A statement per production showing the name of all growers, and for each grower, the number net short tons received for each class, the variety seeded, the total gross revenue from production and the amount of all contributions withheld;

3.4.4 No later than September 30, **2026**, the PLTQ must provide the Buyer with a detailed breakdown of the contributions and applicable taxes to be deducted from cucumbers purchased from each grower.

3.5 Contract & production standards

3.5.1 Production intent: In the fall preceding the next production season, and no later than February 1 of the production year, **the PLTQ shall contact growers to obtain their production intentions for the upcoming season. The results shall then be forwarded to the Buyer.**

3.5.2 Production contracts: By March 30 of each year, the Buyer presents a basic contract to the grower with a minimum guarantee of volumes for the season, representing at least 50% of the volumes to be contracted. The final contract between the Buyer and the grower with the final volumes must be signed by April 30 of each year.

3.5.3 Each grower, upon signing a contract with a Buyer, shall produce the variety of cucumbers agreed upon, in accordance with the standards determined by the Buyer to ensure that both the yield and the quality meet the requirements of the Buyer.

3.5.4 Pesticide spraying report: Upon signing the contract, the grower agrees to declare to the Buyer which pesticides he used the previous year on the contracted plot of land.

The grower agrees to **apply exclusively, on the parcel and on the crop covered by the contract, pesticides that comply with applicable government standards and are approved by the Buyer.**

3.5.5 Any specifications introduced by a Buyer must be developed in co-operation with the PLTQ.

Such specifications must not be at variance with the rules and conditions of this Agreement and the standards and regulations in effect in Québec.

3.5.6 Whenever practical, any new variety introduced into Québec by a Buyer, i.e. any variety produced for the first time in Québec, must undergo prior testing on an experimental plot and/or on farmland before it can become the subject of a contract with a grower.

Should circumstances not permit such preliminary trials, the Buyer agrees to inform the grower and the PLTQ of the characteristics known about this variety and to conclude a special agreement.

3.5.7 Any individual contract must include a provision stipulating that both parties reserve the right to end the agreement before April 15.

3.5.8 In the event a Buyer or his representative wishes to conduct an analysis of the soil to determine the presence of diseases or pests, he shall notify the grower thereof in advance and obtain the latter's written authorization before taking any samples.

3.6 Payment default

3.6.1 Where a Buyer, for any specific reason, fails to comply with the payment provisions specified in this Agreement, he shall first be required to give written notice thereof to the PLTQ and the Association. An agreement respecting the payment provisions and conditions applicable to such Buyer solely for the current year shall then be concluded to the satisfaction of the PLTQ and the Buyer concerned. The above-mentioned written notice and agreement shall be required prior to the signing of any contract and no later than March 15.

Failing agreement by such date, the PLTQ or the Association, shall refer the matters in dispute to the *Régie des marchés agricoles et alimentaires du Québec* for conciliation and arbitration.

3.6.2 Should the Buyer fail to comply with the prescribed dates of payment, any net amount due to the grower shall bear interest for each day of default from the dates specified in this Agreement or in any agreement with the PLTQ, at the annual rate: basic rate plus 3%. The basic rate is the prime rate of the National Bank of Canada on the last Friday of July at closing.

4. WEIGHTS AND MEASURES

4.1 The grower's crop shall be delivered to the Buyer's factory or receiving station once it has been weighed, classed and approved.

- 4.2 Weighing, determination of foreign materials and classification shall be carried out by the Buyer upon delivery, at the scale and at the factory or receiving station, unless otherwise provided for in this Agreement.

The sampling method and the standards for determining foreign materials prescribed by the Buyer shall apply to and form part of the Buyer's individual contract, in accordance with the Agreement with the PLTQ.

- 4.3 The crops delivered by the grower shall be weighed on scales that comply with the standards set out in the Acts and regulations in force in Canada and in compliance with such Acts and regulations.
- 4.4 Where applicable and subject to the "International system" (I.S.) equivalency, the unit of measure shall be the pound (lb) and the short ton (sh tn = 2,000 lb). These units are subject to conversion to International System (SI) units of measurement, where required.

Businesses that have adopted the International System (SI) can carry out their weighing, measuring, payment and reporting according to this system.

- 4.5 The grower or a representative of the PLTQ may at any time be present during the weighing, sampling and processing of the cucumbers, but without interfering with the operations of the Buyer and at no cost to the Buyer. The grower or his representative shall notify the Buyer prior to his arrival and shall be accompanied by a duly authorized representative of the company or shall comply with any other rules set by the factory. It is expressly agreed that the Buyer may request that the representative bring identification issued by the PLTQ. All visitors must comply with the health and safety and food safety requirements in force on the Buyer's site.

The PLTQ shall assume full responsibility for its representative and shall be jointly and severally liable for all damages and interest for which its representative may be held responsible. It is expressly agreed that the representative shall enter the factory at his own risk and that the Buyer shall not be held responsible for any material damage or physical injury the representative may have suffered while in the factory and for any specific reason.

5. MEMORANDUM OF UNDERSTANDING

- 5.1 The Buyer shall not intimidate and/or penalize any grower who assumes a function on behalf of the PLTQ or who has instituted proceedings by virtue of this Agreement.
- 5.2 Any lawsuit, grievance, claim or dispute (hereinafter called "grievance") with respect to the interpretation or application of this Agreement between one or more growers and/or the PLTQ, on the one hand, and between one or more Buyers and the Association, on the other hand, shall, if unresolved, be settled in accordance with the following procedure:

Preliminary Steps

- 5.2.1 Should there be matter for dispute, the grower shall notify the Buyer in writing, and forwarding a copy to the PLTQ, within the next ten (10) days of knowledge of the facts. Both the Buyer and the grower shall try to settle their grievance amicably. The grower may request the assistance of a representative of the PLTQ in settling the grievance between himself and the Buyer who may also be assisted by a representative of the Association. The Buyer and the PLTQ may call upon external expertise to document the problem. In order for this external expertise to be valid, all parties must be informed and have the opportunity, as far

as possible, to attend. Failing agreement or a meeting, either party may submit a grievance notice, which triggers the first phase of the grievance procedure.

The grower's protest of the final payment, as described in article 9.2, shall be exercised on or before the 60th calendar day from the date the final payment statement is sent.

First Phase

5.2.2 Growers submit their grievance notice to the PLTQ. Should it find a grievance justified, the PLTQ notifies the Buyer concerned and the Association in writing within twenty (20) days following the incident.

Buyers grievances shall be submitted to the Association, and if the Association finds them to be well-founded, it shall notify the PLTQ and the grower concerned, as the case may be, in writing within twenty (20) days of the incident giving rise to the grievance.

Second Phase

5.2.3 Should the Buyer concerned and the Association receive a written grievance notice from the PLTQ, or should the PLTQ and the grower concerned receive a written grievance notice from the Association, the representatives of the PLTQ and the Association must meet within the next twenty (20) days to settle the dispute.

Third Phase

5.2.4 Failing agreement, the party who submitted the grievance notice may within fifteen (15) days refer matters in dispute to the *Régie des marchés agricoles et alimentaires du Québec* or to any person appointed by the Régie for arbitration and shall notify the other party thereof in writing.

6. ACT OF GOD

6.1 An act of God is any unforeseeable event beyond the control of the contracting party. This includes in particular, natural disasters, epidemics, wars, uprisings, riots, terrorist acts, orders of civil or military authorities, an external power failure, interruption of the water supply system caused by an external problem, and lack of transportation facilities.

In the event of inability, due to force majeure, to honour a commitment set out in this Agreement and/or in the signed contract between the grower and the Buyer:

- the party concerned shall inform all parties in writing within 12 hours;
- the party concerned shall be excused for non-fulfilment of its commitment to the extent that it took, where possible, all required action to resolve the situation and reduce the damage;

7. DURATION, TERMINATION AND RENEWAL

7.1 This Agreement comes into force upon its signature by the parties and shall be submitted forthwith for ratification by the *Régie des marchés agricoles et alimentaires du Québec*. Subject to the provisions specified hereafter respecting the reopening of this Agreement and its renewal or termination, this Agreement shall continue indefinitely.

- 7.2 This Agreement shall be terminated permanently upon a decision to that effect by the *Régie des marchés agricoles et alimentaires du Québec*, or by mutual agreement by the signatory parties.
- 7.3 Every year, no later than January 15, the PLTQ and the Association shall forward to each other in writing their proposed amendments to the Convention.
- 7.3.1 Both parties shall meet to negotiate the aforesaid amendments. The negotiations shall be concluded no later than March 10.
- 7.3.2 Failing agreement within the time period specified under paragraph 7.3.1, either party or both parties jointly shall refer the matter in dispute, before March 15, to the Régie des marchés agricoles et alimentaires du Québec for conciliation and arbitration as soon as possible. Both parties agree to make themselves available on the dates proposed by the Régie.
- 7.3.3 The conclusion of a preliminary agreement between the Buyer and the screening operator, as applicable, shall constitute a condition precedent to the commencement of negotiations for the renewal of this Agreement. In the absence of such agreement, no negotiations may be initiated.**

8. 2026 MINIMUM SELLING PRICES

8.1 The minimum prices to be paid to growers are the following:

Class	Dimension (mm)	\$ / sh tn	\$ / mt
1	0 – 26.0	866	955
2	26.1 – 31.0	866	955
3	31.1 – 42.0	624	688
4A	42.1 – 47.0	296	326

- 8.2 Under no circumstances shall the grower or the PLTQ sell or the Buyer purchase at a price below the minimum prices specified in article 8.1 or under any terms and conditions that may be at variance with any provision in this Agreement, a crop of contracted cucumbers, or a crop exceeding the contracted volume or the restrictions on percentages of individual class size or under any other agreement.
- 8.3 Each Buyer may elect to have cucumbers produced for specific needs relative to research, technology or any other development project. Any proposal thereof shall be submitted to the PLTQ prior to May 1. The PLTQ and the Association shall enter into an agreement with respect to the specific conditions applicable to the areas and/or volume involved.

9. PAYMENT TERMS

- 9.1 After deducting all monies owed by the grower, the Buyer shall pay the grower for all accepted cucumbers as follows:
- 9.1.1 All weekly deliveries made before 11:59 PM on Saturday evenings shall be payable at 67% no later than the following Friday.
- 9.1.2 The remaining balance 33% of the amounts due shall be paid on October 15.
- 9.1.3 Payments shall be deposited directly at the grower's designated banking institution.

- 9.1.4 Upon payment to the grower, a statement is also sent to the grower. A copy of the statement and the payment slip is sent to the PLTQ by email.
- 9.1.5 All monies owed for seed, transportation expenses and other services provided by the Buyer are payable at the time of payment for the product and bear no interest.
- 9.2 Upon the final payment, the Buyer shall provide the grower with an invoice stating the following:
- ⇒ the net payment for all cucumbers delivered
 - ⇒ the purchase price paid for cucumbers
 - ⇒ the deductions provided for in the Joint Plan
 - ⇒ the deductions agreed upon, if applicable, with the grower and/or established by law
 - ⇒ the number appearing on each receiving slip used for determining the net payment
- A copy of this statement is sent to the PLTQ at the same time.
- 9.3 No later than October 15, the Buyer shall provide the PLTQ with a report, stating for each grower the volume and percentages recorded on each delivery for each class size.
- 9.4 In the event that the PLTQ are required to perform additional audits in excess of 10 hours during the season due to Buyer errors relating to data and payments to growers, the Buyer will be charged \$50 per hour for any additional hours performed by the PLTQ for such audits.

10. SEED

- 10.1 For the fulfillment of its contract, the grower must use only the seeds recommended by the Buyer and compliant with government standards.
- The list of recommended varieties for growers will be transmitted to the PLTQ before **April 15**.
- 10.2 The grower selects the varieties and purchases the necessary seeds for their contract. The Buyer acts as an intermediary with the seed seller. The Buyer will bill the grower in accordance with article 10.3, **and the amount of this invoice will be withheld by the Buyer from the final payment due to the grower.**
- 10.3 Seed prices are quoted in US dollars. The Buyer will invoice the grower in Canadian dollars, based on the exchange rate in effect at the time of payment to the supplier. This conversion will take into account applicable import charges, including bank fees, as evidenced by the proof of payment issued by the financial institution.
- 10.4 An invoice and a copy of the original invoice from the seed seller, including proof of payment and details of the exchange rate applied, will be provided to the grower.
- Details of the applicable exchange rate, the original invoice from the seed supplier, and the invoices sent to the growers shall also be provided to the PLTQ.**
- 10.5 The seeds **will be delivered to the growers** in their original packaging, **along with** the information **provided by the seed supplier.**

11. HARVESTING AND DELIVERY

11.1 Delivery

11.1.1 Transport of cucumbers

- **South Shore growers:**
 - **The grower is fully responsible for transporting its cucumbers to the receiving station.**
- **North Shore growers:**
 - The cucumbers shall be collected directly at the grower's farm by the transporter.
 - **Transportation costs: \$12/short ton, paid by the grower for each ton delivered.**
 - **The screening facility manager shall be responsible for coordinating and organizing logistics for all North Shore growers to ensure efficient delivery to the receiving station.**

11.1.2 The delivery of fresh cucumbers shall usually be made on the same day as harvesting for all growers.

11.1.3 **The screening facility manager shall provide the grower a receipt upon delivery** of the cucumbers. This receipt must indicate the lot number, the number of boxes delivered and receiving stationed, the net weight per class, the weight of cucumbers larger than **47 mm**, the weight of non-conforming cucumbers and the value of the crop delivered.

A copy of the receiving slip shall be sent to the PLTQ by email on the day of the reception of the cucumbers.

11.1.4 The Buyer must inform the grower, in writing, of his percentage of completion of the contract no later than the day after delivery at noon. This information should also be transmitted to the PLTQ.

11.1.5 The Buyer's scales shall automatically record the weight results and the grower's name on the receiving slip. Containers shall be weighed before and after they have been filled. The grower or his representative may at any time request verification of the weight.

11.2 Containers

11.2.1 Where the Buyer provides the containers for hauling cucumbers, he must ensure that such containers are in good condition, maintain the quality of the cucumbers and are safe to use.

The Buyer shall contact the grower before harvesting time to determine the number of containers needed and the date they should be received at the farm.

11.2.2 The grower shall be responsible for any loss of or damage to the containers supplied by the Buyer while in his possession and through his own fault, unless such damage occurred through normal use. For each container lost or damaged or not returned to the Buyer, the grower shall pay the Buyer **\$150** per bin.

- 11.2.3 The grower and the Buyer undertake to keep the containers clean, in good condition and free of any contaminant.
- 11.3 The obligation of the Buyer shall be limited to the volume contracted. The Buyer may refuse from a grower any weekly delivery (calculated as of his first delivery day) in excess of 25% the contracted volume, such percentage being cumulative each week. The Buyer must notify the grower 24 hours before applying the 25% limit.
- 11.4 The official opening date of a receiving station falls on the day when the total of accumulated deliveries reaches 10% of contracted volume. When cucumbers are delivered to a receiving station from the North Shore and the south shore of the St. Lawrence River, the 10% of contracted volume shall be determined individually for each shore. The Buyer may refuse cucumbers delivered after 34 days of receiving stationing or after the 1st of September. However, the Buyer's plants must be able to receive cucumbers from Monday to Saturday during this period. No deliveries of cucumbers to the Buyers' plants will be made on Sundays. Growers and PLTQ will be notified at least 72 hours before the official closing of a receiving station.
- 11.5 It is the Buyer's responsibility to notify the grower and the PLTQ, in writing, **before 4 p.m.** the day after delivery at the receiving station, that a quality assessment of the cucumbers will be made in consideration of a potential quality problem. During this evaluation, the Buyer will determine whether he accepts or rejects the cucumbers, in whole or in part. Cucumbers will be refused when *Phytophthora* disease is present. For other diseases, a sorting will be done. The cucumbers will then be under the responsibility of the Buyer. The quality evaluation and, if applicable, the Buyer's decision to refuse the cucumbers must be forwarded as soon as possible to the grower and the PLTQ.

The Buyer has the right to refuse any delivery of cucumbers, in whole or in part, if such cucumbers are rotten, frozen or damaged during handling, partially yellow, afflicted with diseases such as mosaic, anthracnose or scab, soft or spongy, shrivelled, sunburnt, over-ripe, unsound and unfit for processing. Rejection of any or all cucumbers shall be made by the Buyer upon delivery pursuant to article 4.1. The Buyer shall forthwith notify the grower personally of the foregoing and record on the receiving slip the quantity rejected and the reason thereof. In the event that the Buyer rejects any cucumbers, the grower shall not be compensated for any expenses or damages incurred or for any other reason.

11.6 Refused cucumbers

- 11.6.1 All cucumbers delivered to the Buyer by the grower or his representative and rejected by the Buyer pursuant to the provisions of article 11.5, shall be returned on a daily basis and at no cost to the grower, who must then dispose of them as he wishes. Should the grower and the Buyer make different arrangements, the Buyer must be able, at any time, to furnish proof of the disposal of the rejected cucumbers which were not returned to the grower directly.
- 11.6.2 When the grower delivers his cucumber to the Buyer, the containers of the rejected cucumbers must be clearly identified in the grower's name in order to facilitate the recuperation of the cucumbers rejected by the Buyer.
- 11.6.3 Should the percentage of refused cucumbers in any delivery exceed 10%, the grower shall pay the Buyer a \$95/sh tn fee (plus taxes) for classification and handling; such fees shall apply to that portion exceeding 10%. Should the percentage of refused cucumbers exceed 20%, the grower shall pay a \$95/sh tn fee (plus taxes); such fees shall apply to the total weight of refused cucumbers.

Should the percentage of all refused cucumbers in a crop year exceed 10%, the grower shall pay the Buyer a \$95/sh tn fee (plus taxes) for classification and handling. Such fees shall apply to that portion exceeding 10% and where applicable shall be deducted from the fees already billed pursuant to the provisions specified in the above-mentioned paragraph.

12. CLASS RESTRICTIONS

12.1 The grower shall strive to plant his crop in such a way as to meet the stated class requirements of his Buyer. Unless notified otherwise by his Buyer, a grower who is under contract with more than one Buyer shall alternate deliveries between Buyers.

12.2 Application conditions

12.2.1 **The Buyer may, at no additional cost, apply a 5% limit for Class 1.**

The limit will be calculated on each delivery and will be cumulative and must be applied uniformly to all growers of a Buyer.

12.2.2 If a restriction is applied, the Buyer must specify it in the grower's individual contract.

12.2.3 The Buyer shall notify the grower **of its weekly (or daily, at the Buyer's discretion)** and cumulative status regarding the applicable class limit.

12.2.4 The Buyer shall notify the grower concerned and the PLTQ 24 hours prior to applying a restriction on the percentage or a class size and refusing cucumbers.

12.2.5 All acceptable cucumbers subject to restrictions, rejected by the Buyer under this clause, shall receive the Class No. 4 price set out in the pricing grid. Restrictions on the percentages of individual class size shall be applied as follows:

12.2.5.1 For the first two full weeks following commencement of classification operations, the Buyer shall accept from the grower all Class No. 1 cucumbers, without, however, exceeding the total volume allocated for such cucumbers.

Starting from the third week, the Buyer may apply the daily restrictions up to the total volume allocated for Class No. 1 cucumbers.

12.2.6 Should deliveries of cucumbers exceed the restrictions on percentages of individual class size prescribed by the Buyer, pursuant to article 12.2.1, and such cucumbers were neither returned by the Buyer or consigned to the PLTQ within the 24-hour time limit prescribed, they shall be deemed accepted by the Buyer and payable according to the relative price for each class size.

12.3 Classification charges

12.3.1 When the Buyer applies the restrictions on percentages of individual class sizes, the grower shall pay the Buyer a \$95/sh tn fee (plus taxes) for classification and handling relative to any surplus pursuant to article 12.2.1 exceeding 1.5% of the restriction on No 1. This fee of \$95/sh tn (plus taxes) shall apply to that portion exceeding the permissible tolerance.

13. CLASSIFICATION

13.1 "Field-run" cucumbers must not be classed. They shall be sent to processing after undergoing an operation to remove any matter unfit for processing if needed.

13.2 Where cucumbers are not classed upon the reception, the Buyer shall ensure that the storage conditions will maintain their quality. The Buyer shall also ensure that classification operations are done in such a way that classed cucumbers always meet the standards for class size stipulated in this Agreement.

13.3 The containers used for classification purposes must be identified as follows:

- ⇒ the grower's number
- ⇒ the class number
- ⇒ the weight of the empty container and the total weight of the container with the cucumbers, or the net weight of the cucumbers

13.4 The PLTQ shall mandate an inspector to verify the classes before the season starts and to conduct random checks of the classed product to ensure that all classes meet the class size standards specified in the Agreement.

The grower may, at all times, supervise and verify the classification operation and weighing of his cucumbers.

A copy of the Inspector's Mandate is attached at the end of this Agreement.

The verification criteria shall be as follows:

13.4.1 Pre-operational verification

All classification bars must conform to the class size standards for each of the classes specified in the Agreement, before the start of seasonal operations.

13.4.2 Verification of the classed product

13.4.2.1 A mandatory sample of each class shall be taken at random just before the product falls into the container; this sample shall be used to determine the conformity of the class sorter.

13.4.2.2 A sample may be taken from the containers holding the classed products (optional), for control purposes only.

13.4.2.3 The volume of the sample shall be predetermined, but shall have an approximate weight according to the class, as described below:

Class	No 1	No 2	No 3	No 4	No 5	Higher
Weight (lb)	5	15	25	35	45	20

13.4.2.4 If the verification reveals an abnormal percentage of discrepancies, the Buyer shall be notified of this and the inspector shall analyze a second sample.

13.4.2.5 If the first and second verification reveals an abnormal percentage of discrepancies and if it can be proven that these discrepancies are due to a mechanical or functional class sorter defect, the necessary corrections must be made as soon as possible, within 12 hours; otherwise, the inspector may stop the class sorter, making sure he immediately notifies the PLTQ of this.

Should he fail to make the necessary corrections, the Buyer must compensate the growers concerned in monetary terms, corresponding to the total value of the discrepancies observed, from the moment the inspector detected the defect.

13.4.2.6 The Buyer must supply the inspector with the weight of each of the sub-classes of the lots verified.

13.4.2.7 The inspector shall remit a report on each verification to the Buyer, with a copy to the PLTQ.

13.4.2.8 The PLTQ shall supply the tools necessary for the verifications.

The Buyer must ensure that there is adequate space for the verifications and provide the inspector with a suitable working environment.

13.4.3 Inspection charges and penalties

13.4.3.1 The Buyer shall assume part of the classification operations verification costs. This amount shall be \$0.60/sh tn classed and paid, during the season and will be invoiced by the PLTQ no later than October 30.

13.4.3.2 Should a 12-hour notice be prescribed, due to a shortfall for the grower of 0.1% or more of the value of the classed lot, an amount of \$250 (plus taxes) shall be charged to the Buyer in order to cover the cost of the additional inspection. This amount is payable upon receipt of the invoice and no later than October 15, according to the terms and conditions specified in article 3.4 of this Agreement.

14. PRODUCTION

14.1 The grower shall use only crop protection product conforming to government standards and approved by the Buyer on fields growing contract crops and on the crop itself.

14.2 The grower shall authorize representatives of the Buyer to visit a field of contracted cucumbers, at any time, and permit such representatives to take measurements and carry out any other task relative to their duties.

14.3 The grower who abandons a crop of cucumbers, in whole or in part, shall notify his Buyer and the PLTQ of the foregoing and shall come to an agreement with his Buyer before disposing of his crop.

15. CROP PROTECTION PRODUCTS AGAINST DISEASES AND INSECTS

15.1 Preferably, the decision to apply a crop protection product against diseases and insects shall be taken following an inspection and recommendation by a third party. The products used will have to be registered in Canada for cucumber and listed in SAgE Pesticides:

<https://www.sagepesticides.qc.ca/Recherche/RechercheTraitement>

- 15.2 In the event that phytosanitary treatments are required to control diseases and insects in cucumber fields, the Buyer will reimburse the grower at a rate of **\$12.61**/short ton, delivered and paid, on the final payment. This amount is calculated on a five (5)-year weighted average of costs incurred by all growers, including both the cost of purchasing crop protection products and an application cost set at \$14/acre. The Buyer assumes 50% of this average cost.
- 15.3 The grower shall document all crop protection product, by using the Pesticide Use Record, as available in the Appendix to this Agreement.
- 15.4 The grower must complete the form provided for in article 15.3, and send it by e-mail to the Buyer, with a copy sent to PLTQ, no later than October 1. The Buyer will reimburse the grower no later than October 15 of the production year. A copy of the payment slip is sent to PLTQ. If the form is sent after October 1, the Buyer will not be obliged to reimburse the grower.

APPENDIX SEED PRICES

Manual harvests

Seed prices and service charges for the **2026** cucumber crop are as follows:

Seed prices US\$/1 000 seeds			
Wolfgang Variety	Amarok Variety	Lennon Variety	Lizst Variety
21.50	14.62	18.40	20.48

These prices are subject to adjustments that may be imposed by the seed supplier due to the application of customs tariffs.

2026 : SPECIAL LETTER OF UNDERSTANDING « A »

**Marketing and Payment Terms for for Class
4B and 5 cucumbers for the 2026 season**

This letter of agreement establishes the specific terms and conditions applicable to Class 4B (47.1–51.0 mm) and Class 5 (51.1–55.0 mm) cucumbers for the 2026 season.

The volumes for Classes 4B and 5 are excluded from the regular contracted volumes provided for in this agreement and are subject to this separate agreement. These volumes will be determined based on the Buyer's requirements during the season.

A fixed price of \$100/sh tn applies to the volumes required by the Buyer for Classes 4B and 5.

The total amount payable under this agreement shall be allocated on a pro rata basis according to each grower's initial contract, regardless of which grower(s) actually delivered the volumes during the season. The calculation shall be based on the total volume required by the Buyer, which may be supplied by one or more growers.

Each grower's share will be calculated on a pro rata basis of it's initial contract and paid at the time of the final seasonal payment.

IN WITNESS WHEREOF we have signed this 22nd day of April 2026

Conseil de la transformation alimentaire
du Québec (CTAQ)
(Association)

Producteurs de légumes de transformation
du Québec (PLTQ)

John Tartaglia
Aliments Putters Inc.
Aliments St-Louis (Putters) Inc.

Pascal Forest, Président

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Marc-André Isabelle, 2^e Vice-président

Mélanie Noël, Directrice générale

Mandat de l'inspecteur

Conforme à la convention 2026 - concombres

Pénalité

Application des pénalités - vérification des cribles à concombres

Résultat de l'inspection

Si positif > 5 %
1. Aviser l'acheteur

Si négatif
1. Aviser l'acheteur et procéder à une 2e vérification avec le 2e échantillon sur les classes : 2 - 3 - 4 - 5

Impact sur la valeur économique globale

Si positif
• OK

Si négatif
• 0 à 0,10 % • 0,11 % et plus = **250 \$ pénalité**

Suivi téléphonique
→ PLTQ + ACHETEUR

Avis de 12 heures pour réaliser la correction

Correction

Sans correction

- Compensation monétaire pour la valeur totale des déviations observées

Réinspection après modification du crible

Impact financier global positif
1. Levée du 12 heures

Impact financier global négatif
1. Arrêt du crible pour correction immédiate
2. Téléphone PLTQ + ACHETEUR
3. Réinspection jusqu'à résolution
4. Levée du 12 heures

NOTES

1. Si la première vérification démontre un impact financier global NÉGATIF, aviser l'acheteur et procéder à l'inspection du 2e échantillon : 2-3-4-5.
2. Si la première et la deuxième vérifications démontrent un impact financier global NÉGATIF, la politique du 12 heures, la pénalité de 250 \$, l'avis de correction immédiate ou la compensation monétaire peut alors s'appliquer, selon la nature de l'impact constaté.
3. Une seule inspection sera requise pour tout suivi d'un "12 heures" ou pour un "Avis de correction immédiate".

Malformations

Concombres de transformation

Ne sont pas tolérées aux postes de criblage les malformations suivantes



Pointu : Tout concombre de diamètre inégal, plus effilé à l'une des extrémités sur au moins 1/3 de sa longueur totale.



Renflé : Tout concombre présentant un renflement anormal sur un côté. Il peut être plus ou moins courbe avec une ou deux extrémités plus pointues.



Courbe : Tout concombre recourbé, présentant un diamètre presque uniforme d'un bout à l'autre, mais dont la hauteur de l'arc intérieur de la courbure excède 30 % du diamètre de sa portion la plus large.



Crochet : Tout concombre comportant un étranglement sévère qui précède une extrémité recourbée.



Étranglé : Tout concombre dont les extrémités et le centre sont généralement de diamètre inégal et dont une portion est étranglée dans la zone centrale (haltère ou poire) ou après son point d'attache (quille).



Double : Tout concombre présentant plusieurs divisions qui sont plus ou moins longuement soudées à leur axe d'union (doubles ou triples).



Boule : Tout concombre qui affiche une apparence ovale ou sphérique.

REGISTER OF PHYTOSANITARY TREATMENTS



CONCOMBRE DE TRANSFORMATION

Registre des traitements phytosanitaires contre les maladies et les insectes

Saison 2026

Tel que spécifié à l'article 15.3
de la Convention de mise en marché 2026

IDENTIFICATION

Nom du producteur : _____ Nom de la ferme: _____
 Adresse : _____ Téléphone : _____
 Nom du titulaire de certificat : _____ N° certificat : _____ Signature : _____
 Précédent cultural : _____ Culture/variété : _____
 No de champ/superficie: _____ Date de semis : _____

CAUSE DU TRAITEMENT				PESTICIDE VISE PAR UNE JUSTIFICATION AGRONOMIQUE			TRAITEMENT							COÛT	
INSECTES SI UTILISATION NÉONICOTINOÏDES				Raisons justifiant les travaux	N° justification	Nom agronome et n° de membre	Respect de l' étiquette	Date d' application	Délai avant récolte	Date au plus tôt des récoltes	Dose (Kg / g ou L)	Superficie (ac ou ha)	Quantité totale appliquée (L ou kg)	Coût du produit (\$)	Coût total (\$)
Nom du produit	N° homologation	Matière active	Méthode d'application												
			Traitement de semence <input type="checkbox"/> Dans sillon <input type="checkbox"/> Foliaire <input type="checkbox"/>				OUI <input type="checkbox"/> NON <input type="checkbox"/>								
			Traitement de semence <input type="checkbox"/> Dans sillon <input type="checkbox"/> Foliaire <input type="checkbox"/>				OUI <input type="checkbox"/> NON <input type="checkbox"/>								
			Traitement de semence <input type="checkbox"/> Dans sillon <input type="checkbox"/> Foliaire <input type="checkbox"/>				OUI <input type="checkbox"/> NON <input type="checkbox"/>								
			Traitement de semence <input type="checkbox"/> Dans sillon <input type="checkbox"/> Foliaire <input type="checkbox"/>				OUI <input type="checkbox"/> NON <input type="checkbox"/>								
TOTAL															

IDENTIFICATION

Nom du producteur : _____ Nom de la ferme : _____
 Adresse : _____ Téléphone : _____
 Nom du titulaire de certificat : _____ N° certificat : _____ Signature : _____
 Précédent cultural : _____ Culture/variété : _____
 No de champ/superficie: _____ Date de semis : _____

CAUSE DU TRAITEMENT				TRAITEMENT								COÛT	
MALADIES/INSECTES SI AUCUN NÉONICOTINOÏDE				Méthode d'application	Respect de l'étiquette	Date d'application	Délai avant récolte	Date au plus tôt des récoltes	Dose (Kg / g ou L)	Superficie (ac ou ha)	Quantité totale appliquée (L ou kg)	Coût du produit (\$)	Coût total (\$)
Nom du produit	N° homologation	Matière active	Raisons justifiant les travaux										
				Foliaire <input type="checkbox"/>	OUI <input type="checkbox"/> NON <input type="checkbox"/>								
				Foliaire <input type="checkbox"/>	OUI <input type="checkbox"/> NON <input type="checkbox"/>								
				Foliaire <input type="checkbox"/>	OUI <input type="checkbox"/> NON <input type="checkbox"/>								
				Foliaire <input type="checkbox"/>	OUI <input type="checkbox"/> NON <input type="checkbox"/>								
				Foliaire <input type="checkbox"/>	OUI <input type="checkbox"/> NON <input type="checkbox"/>								
TOTAL													



PRODUCTEURS DE LÉGUMES
DE TRANSFORMATION DU QUÉBEC

DÉCLARATION EN VERTU DE LA CONVENTION DE MISE EN MARCHÉ 2025 CONCOMBRES

Acheteur : Les Aliments Putter's inc.

Date : _____

Total du coût des
produits utilisés : _____

Total des
superficies
traitées : _____

Seules les déclarations faites avec ce formulaire et transmises à l'Acheteur et aux PLTQ au pltq@upa.qc.ca
avant le 1^{er} octobre, seront remboursées.

Extrait de la Convention de mise en marché 2026 :

15.1 Préférentiellement, la décision d'appliquer un traitement phytosanitaire contre les maladies et les insectes devrait faire suite à un dépistage et à une recommandation d'une tierce partie. Les produits utilisés devront être homologués au Canada pour le concombre et inscrits dans SAgE pesticides <https://www.sagepesticides.qc.ca/Recherche/RechercheTraitement>

15.2 Dans l'éventualité où des traitements phytosanitaires s'avèrent nécessaires pour le contrôle des maladies et des insectes dans les champs de concombres, l'acheteur remboursera le producteur à raison de **12,61 \$/tonne** courte, livrée et payée, sur le paiement final. Ce montant est calculé sur une moyenne pondérée sur cinq (5) ans des coûts engagés par l'ensemble des producteurs, comprenant à la fois les frais d'achat des produits phytosanitaires et un coût d'application établi à 14 \$/acre. L'acheteur assume 50 % de ce coût moyen ainsi déterminé.

15.3 Le producteur devra noter et documenter, à l'aide du Registre des traitements phytosanitaires, tel que disponible en appendice de la présente convention, les applications phytosanitaires effectuées.

15.4 Le producteur devra remplir le formulaire prévu à l'article 15.3 et l'envoyer par courriel à l'Acheteur, avec copie transmise aux PLTQ, au plus tard le 1^{er} octobre. L'acheteur le remboursera, au plus tard le 15 octobre de l'année de production. Une copie du bordereau de paiement est transmise aux PLTQ. Advenant que le formulaire soit envoyé après le 1^{er} octobre, l'acheteur n'aura pas l'obligation de rembourser le producteur.

*Notez que des tests de résidus de pesticides peuvent être effectués sur le produit si la « date au plus tôt de récolte » n'est pas respectée.

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