



April 7, 2026

CASE NUMBER 3146

PLAINTIFF: WESTFIELD SPECIALTY GRAINS LLC, CORTLAND, OHIO

DEFENDANT: NORTHWEST GRAINS INTERNATIONAL, LLC, MINNEAPOLIS, MINNESOTA

STATEMENT OF THE CASE

The parties in this case, Westfield Specialty Grains LLC (“Westfield”) and Northwest Grains International, LLC (“Northwest”) entered into a contract for a total of 80,000 bushels of U.S. #2 Yellow Soybeans, “NON-GMO purity 99% Min.,” by container for January through March 2022 shipment. Northwest sent a purchase confirmation (Northwest purchase contract No. 3462) dated December 7, 2021, to Westfield via email to confirm the transaction. The parties agreed that the weights and grades of the shipper (Westfield) were to govern, along with the NGFA Trade Rules.

Northwest asked to extend the contract shipment period several times.

On April 27, 2022, Northwest sent an email to Westfield stating: *“We are having issues with China with these lockdowns and customers are not being able to get their documents. It’s now resulting in them cancelling contracts and we may not be able to ship this other 80k of non gmo’s.”*

In late August and early September 2022, Northwest had a lead for a buyer of NON-GMO beans that would ship from Westfield.

Between August 31 and September 1, 2022, Northwest asked Westfield to send photos at the request of Northwest’s buyer of the NON-GMO beans to be shipped, and Northwest asked if Westfield would meet the #2 quality terms, specifically related to foreign material (FM).

On September 6, 2022, an email exchange occurred between the parties during which Westfield sent photos of the beans; Northwest asked, *“are these clear beans [hilum]? My understanding was they were mixed hilum.”*; Westfield responded they were mixed; Northwest replied *Thank You* and sought confirmation the beans will meet criteria for #2 quality; and Westfield confirms the beans will meet the quality criteria.

On September 7, 2022, Northwest confirmed that its buyer bought the NON-GMO beans and is willing to price the contract.

Westfield made three container shipments on contract 3462. Northwest paid for the first two container shipments but failed to pay for the third shipment of 15 containers. The invoiced amount of the third shipment is \$292,078.12.

THE DECISION

On January 5, 2023, Westfield loaded 15 containers on booking number NAM5766314 of U.S. #2 NON-GMO Yellow Soybeans, which are at the center of this dispute.

The official grade certificate provided to the arbitration committee shows all grade factors met U.S. #2 or better Yellow Soybeans.

Northwest claims it was misled by Westfield into believing it was purchasing clear hilum NON-GMO soybeans. Northwest cited a picture that Westfield sent Northwest on April 27, 2022. However, in an email exchange provided to the committee that occurred in early September 2022, Northwest asked Westfield if these are clear hilum or mixed hilum. Westfield confirms that these are mixed hilum. Northwest later argues that it bought #2 U.S. Soybeans, which means Soybeans of Other Color (“SBOC”) must be 2.0% or less. Northwest attempts to use the SBOC argument as part of its clear hilum argument. The SBOC argument lacks merit since the official grade certificate for the 15 containers clearly shows SBOC = 0.0%.

No documents provided to the committee show the terms of the contract were altered pursuant to NGFA Grain Trade Rule 4. The arbitration committee concludes that Westfield complied with the terms of contract 3462. The committee unanimously rules in favor of Westfield

THE AWARD

The arbitrators award \$292,078.12 in damages to Westfield Specialty Grains LLC from Northwest Grains International, LLC. Interest is awarded at a rate of 8.50 percent pursuant to NGFA Arbitration Rule 6(F). Interest shall accrue from December 6, 2023, the date this case was filed.

Decided: October 9, 2024

Submitted with the unanimous consent of the arbitrators, whose names appear below:

MJ Anderson, *Chair*
Director of Risk Management
The Andersons, Inc.
Maumee, OH

Aaron Appel
Regional Trader
Consolidated Grain and Barge Co.
Jeffersonville, IN

Phil Guettermann
Location Manager
The Redwood Group
Mission, KS