



# Country Storage & Handling Agreement

**PARTIES:**

**GRAINCORP**

**ENTITY NAME:** GRAINCORP OPERATIONS LIMITED

**ABN:** 52 003 875 401

**&**

**ADDRESS:** Level 28, 175 Liverpool Street, Sydney NSW 2000

**YOU**

**ENTITY/INDIVIDUAL NAME:**

**ABN:**

**GROWER REGISTRATION NUMBER:**

**BUYER CODE:**

**ADDRESS:**

**TELEPHONE:**

**EMAIL:**

**CURRENT SEASON:** 2017/18

**COMMENCEMENT DATE:** See definition of Commencement Date in Part F

**TERMINATION DATE:** See definition of Termination Date in Part F

**EXECUTION DATE:**

*Instructions: Please insert the details in the spaces provided above, sign below and insert the date of execution, then return copy to us: by email to [agreements@graincorp.com.au](mailto:agreements@graincorp.com.au) or by facsimile to (02) 8570 4743 or by mail, to our address appearing above. If you have any queries regarding these instructions or the Agreement generally, please call us on (02) 9325 9100.*

**Signed by You:**

.....  
Signature of Authorised Representative

.....  
Name of Authorised Representative (print)

*By signing this Agreement, You agree GrainCorp will supply the Services to You and in consideration for the Services, You agree to pay the Fees and comply with the terms of this Agreement.*



### Part A – General Terms

- Clause 1 – **Background & Coverage** – p1
- Clause 2 – **Structure of this Agreement** – p1
- Clause 3 – **Relationship** – p1
- Clause 4 – **Obligations** – p1
- Clause 5 – **Warranties & Acknowledgements** – p1
- Clause 6 – **Indemnities & Release** – p2
- Clause 7 – **Limitation of Liability** – p2
- Clause 8 – **Amendment** – p3
- Clause 9 – **Change in Law** – p3
- Clause 10 – **Insurance** – p3
- Clause 11 – **Site Access** – p3
- Clause 12 – **Events Outside the Parties’ Control** – p4
- Clause 13 – **Default & Termination** – p4
- Clause 14 – **Disputes** – p5
- Clause 15 – **Miscellaneous** – p6

### Part B – Receival, Storage and Outload

- Clause 1 – **Background & Coverage** – p8
- Clause 2 – **Receival & Storage of Grain** – p8
- Clause 3 – **Request for Outload** – p8
- Clause 4 – **Stock Swaps** – p10
- Clause 5 – **Outload** – p10
- Clause 6 – **Compliant Parcel Sizes** – p11
- Clause 7 – **Transport Provider Requirements** – p11
- Clause 8 – **Hours of Operation** – p13
- Clause 9 – **Finalisation on Interest** – p13

### Part C – Grain Classification & Testing

- Clause 1 – **Background & Coverage** – p14
- Clause 2 – **Acknowledgements** – p14
- Clause 3 – **Location & Time of Testing** – p14

- Clause 4 – **Testing Methods & Standards** – p14
- Clause 5 – **Sample Services** – p14
- Clause 6 – **Use of Pesticides & Fumigants** – p15
- Clause 7 – **Grain Classification** – p15
- Clause 8 – **Out of Specification Grain** – p16

### Part D – Management of Accounting Stock

- Clause 1 – **Background & Coverage** – p18
- Clause 2 – **Acknowledgements** – p18
- Clause 3 – **Co-Ownership** – p18
- Clause 4 – **Security interest and PPSA** – p18
- Clause 5 – **Accounting Stock Management** – p19
- Clause 6 – **Stock Information** – p20
- Clause 7 – **Shrink** – p20
- Clause 8 – **Carry Over Accounting Stock** – p21
- Clause 9 – **Transfer of Title** – p21
- Clause 10 – **Cash Buyer Limit** – p22

### Part E – Fees & Payments

- Clause 1 – **Background & Coverage** – p23
- Clause 2 – **Scope** – p23
- Clause 3 – **Terms of Credit and Payment** – p23
- Clause 4 – **GST** – p23
- Clause 5 – **Liens & Amounts Owning** – p24
- Clause 6 – **Standard Fees** – p24
- Clause 7 – **Other Fees** – p26

### Part F – Interpretation and Definitions

- Clause 1 – **Interpretation** – p28
- Clause 2 – **Definitions** – p28



## 1. BACKGROUND & COVERAGE

### What does this Agreement govern?

- (a) This Agreement governs the basis on which GrainCorp supplies the Services to You.

### What is covered by this Agreement?

- (b) This Agreement applies to the Services where the following has or is to occur:
  - (i) Receipt;
  - (ii) Storage of Grain at a GrainCorp Storage;
  - (iii) Transfer (whether or not Your Interest in Stored Grain, the subject of the Transfer, was subject to Other GrainCorp Agreements); and
  - (iv) Outload.

### What is not covered by this Agreement?

- (c) This Agreement does not apply to Port Terminal Services or Grower Warehousing Services.

### When are you bound by this Agreement?

- (d) You are legally bound on the earlier of the Execution Date and the Commencement Date.
- (e) In the event that You do not execute and return this Agreement to GrainCorp, You will be deemed to have unconditionally accepted its terms on and from the Commencement Date.

### When does this Agreement end?

- (f) Unless terminated earlier in accordance with clause 13 of Part A, this Agreement ends on the Termination Date. In the event GrainCorp supplies the Services beyond the Termination Date, You will be deemed to have entered into the Next Season's Country Storage and Handling Agreement.

### Does this Agreement replace previous Storage and Handling Agreements?

- (g) Yes. On and from the date You become legally bound under clauses 1(d) and 1(e) above, this Agreement supersedes any prior agreement between You and GrainCorp relating to the Services.

## 2. STRUCTURE OF THIS AGREEMENT

### What does this Agreement include?

This Agreement comprises the following:

- (i) General Details (and contents page);
- (ii) Part A: General Terms;

- (iii) Part B: Receipt, Storage and Outloading;
- (iv) Part C: Grain Classification and Testing;
- (v) Part D: Management of Accounting Stock;
- (vi) Part E: Fees & Payment;
- (vii) Part F: Interpretation and Definitions;
- (viii) GrainCorp Transaction Documents; and
- (ix) If applicable, any agreed Variation Request or separate agreement for the provision of Export Direct Services.

## 3. RELATIONSHIP

### What is Your relationship with GrainCorp?

The relationship between You and GrainCorp is one of customer and service provider. The Agreement shall not be construed as constituting an agency, partnership, trust or joint venture between You and GrainCorp or a right of tenancy, lease or licence of any GrainCorp Storages or any other storage facility or any land upon which a storage facility is located.

## 4. OBLIGATIONS

### What are Your obligations?

- (a) You agree to comply with the terms of this Agreement.

### What are GrainCorp's obligations?

- (b) In supplying the Services, GrainCorp agrees to comply with the terms of this Agreement and will use reasonable endeavours to provide and maintain all necessary plant, equipment and facilities and procure services necessary to perform its obligations under this Agreement.

## 5. WARRANTIES & ACKNOWLEDGMENTS

### What do you acknowledge and agree to?

- (a) You acknowledge and agree that each set of terms comprising Parts A to F may include additional acknowledgements to which You are legally bound.

### What do you represent and warrant?

- (b) You represent and warrant to GrainCorp that:
  - (i) You are fully entitled, without the consent of any third person, to exercise all of the rights under and do all of the things contemplated by this Agreement;



- (ii) You acquire the Services for the purposes of a business carried on or engaged by You;
- (iii) All information provided by You in relation to this Agreement (including the GrainCorp Transaction Documents) is complete, truthful and accurate; and
- (iv) You will comply with all applicable laws, in exercising the rights and performing Your obligations under this Agreement.

**What is not represented/warranted by GrainCorp?**

- (c) GrainCorp does not represent or warrant (expressly or impliedly) that:
  - (i) It will supply Services to You for any minimum or maximum quantity or quality of Grain;
  - (ii) It will load a rail transport provider's wagons in accordance with the Wagon Loading Plan;
  - (iii) It will supply Services for all of Your requirements; or
  - (iv) Any information provided to You by its third parties under or in connection with this Agreement is complete or accurate, and to the fullest extent permitted by law, GrainCorp accepts no liability for any inaccuracies, errors, false or misleading representations or omissions.

**6. INDEMNITIES & RELEASE**

**What indemnities do you give GrainCorp?**

- (a) You indemnify, release and hold harmless GrainCorp, its employees, officers, agents and contractors from and against all Claims or Loss suffered by You or any third party arising from or as a result of or in connection with (directly or indirectly):
  - (i) The supply or non-supply of the Services;
  - (ii) Any third party Claim in relation to any Grain that becomes Stored Grain;
  - (iii) Cash Buyer Limits or Cash Prices;
  - (iv) The Outloading of Stored Grain by road and rail;
  - (v) The transportation of Grain by road and rail;
  - (vi) Any failure to pay Fees and any fees and charges under Other GrainCorp Agreements;
  - (vii) The supply and accuracy of Stock Information;

- (viii) Any and all other breaches (including a breach of warranty), non-observance or non-performance of Your obligations under this Agreement and Your negligent acts or omissions.

**To whom do the benefit of the indemnities and releases under 6(a) extend?**

- (b) GrainCorp's officers, employees, agents and contractors each have the benefit of these indemnities and releases and to that extent, GrainCorp enters into this Agreement as agent and trustee on their behalf.

**7. LIMITATION OF LIABILITY**

**What are the exclusions of liability?**

- (a) You agree:
  - (i) The only warranties provided by GrainCorp under or in connection with this Agreement are those expressly set out in this Agreement. For the avoidance of doubt, and to the maximum extent permitted by law, GrainCorp excludes all conditions implied by law or statute including those under the *Competition and Consumer Act 2010 (Cth)*;
  - (ii) GrainCorp is not liable for any Claim or Loss arising from or in connection with the detection of defects and/or Contamination when the detection is at levels below 0.05% by weight, or for chemical residues in Grain detected at levels below 0.05mg/kg, regardless of whether the chemicals were applied as part of GrainCorp's pest control program, or any fumigation process, or were received from any other source;
  - (iii) GrainCorp is not liable for any Claim or Loss associated with non-conformance to the Commodity Standards where the attribute does not form part of the original testing procedure or cannot be reasonably and practicably ascertained by GrainCorp on Receipt or that normally deteriorates in storage over time. This includes germination of malt barley, varietal purity (including GM varietal purity), free fatty acids, falling number, vitreous kernel in durum, the presence of objectionable or toxic substances, Contamination, chemical residues, the level of whole and split/chipped/broken Grain and



loose seed coat and broken/shattered pods and other materials of pulses, or cracked and broken levels for maize Received, Stored and Outloaded; and

- (iv) GrainCorp will not be liable for any Claim or Loss arising from Outload to rail or road where the vehicle is short-loaded or where a wagon fails to meet the nominated capacity of individual wagons or taken together, an entire train as per the Wagon Loading Plan.

**Is there a cap on GrainCorp's liability?**

- (b) Yes. Other than where clause 7(c) applies, despite anything to the contrary contained in these terms and, where permissible by law, GrainCorp's total liability to You howsoever arising (including by way of breach of this Agreement or the negligent act or omission of GrainCorp) is capped at a total all-inclusive amount of \$100,000 for any single incident or event or a series of related events.

**What is the limitation on liability if a condition or implied warranty is permitted?**

- (c) If pursuant to any law, GrainCorp is not permitted, or is held not to be permitted to exclude an implied condition or warranty, notwithstanding clause 7(b), in the event of any breach by GrainCorp of such an implied condition or warranty and despite anything contrary in this Agreement, GrainCorp's liability shall be limited, at its option, to the re-supply of the Services that are the subject of the relevant breach to You or the payment to You of the cost of supply of such Services.

**8. AMENDMENT**

**Can You amend this Agreement?**

- (a) Yes. The parties may amend this Agreement by written agreement, subject to clauses 8(b) and 9 of Part A.

**How do You request an amendment?**

- (b) You must complete a written Variation Request and serve it as a notice in accordance with clause 15(c). GrainCorp may, after review of the Variation Request, and in its discretion, accept or reject the terms of the Variation Request. If accepted, the Variation Request will be signed by GrainCorp and constitute a valid variation of this Agreement.

**9. CHANGE IN LAW**

**What happens if there is a Change in Law that effects this Agreement?**

Notwithstanding any other provision in this Agreement, if there is a Change in Law after the Commencement Date which results in a direct or indirect increase in GrainCorp's costs or adversely impacts the provision of the Services, GrainCorp may vary this Agreement providing You with 3 months' notice to the Revised Commencement Date of the varied agreement.

**10. INSURANCE**

**Will GrainCorp insure Stored Grain?**

- (a) Yes. During the Term, GrainCorp will maintain stock insurance covering any physical loss or damage to Stored Grain while in GrainCorp Storages.

**What happens if GrainCorp makes a claim and has to determine fair market price?**

- (b) If GrainCorp makes a claim under an insurance policy and is required to determine fair market price for the purposes of any shortfall liability, You irrevocably authorise GrainCorp to:
  - (i) Receive and give good discharge for all monies payable under the policy;
  - (ii) Settle, adjust and compromise all Claims under the policy; and
  - (iii) Determine, by agreement with the insurer, the time of loss;
- (c) You agree that You will not Claim against GrainCorp, nor contest or dispute any GrainCorp decision in relation to any action by GrainCorp in accordance with this Agreement unless GrainCorp acts in bad faith or fraudulently.

**What insurance are You required to effect?**

- (d) You must effect and maintain insurance cover that a prudent person in Your position would deem sufficient to guard against risks having regard to the terms of this Agreement.

**11. SITE ACCESS**

**Can I inspect a GrainCorp Storage?**

- (a) Yes. Subject to providing GrainCorp with reasonable notice, in writing, including the date, persons attending, the GrainCorp Storage to be inspected and the purpose of the visit. However, GrainCorp, in



its discretion, reserves the right to refuse Your request.

(b) When at the GrainCorp Storage, You (including all of Your employees, invitees, contractors and/or agents) must:

- (i) Comply with all lawful and reasonable directions given by GrainCorp or on its behalf;
- (ii) Comply with all applicable laws, signage, safety rules and access requirements; and
- (iii) Not cause any risk of harm, damage, injury, hazard or contamination of Grain.

## 12. EVENTS OUTSIDE THE PARTIES' CONTROL

### What are events outside the control of the parties?

(a) Without limitation, the following are events which are beyond the reasonable control of the parties:

- (i) Acts of God, fire, storm, lightning, floods, Severe Weather, Adverse Weather, earthquakes, landslide, pandemic, epidemic;
- (ii) Acts of the public enemy, war, rebellion, insurrection, terrorist act, sabotage, internet denial of service attacks, national emergency;
- (iii) Mechanical breakdown of plant and equipment associated with utility failures;
- (iv) Port block-out, Blockage, embargo, strike, lockout, labour disputes or disturbances, work stoppage or other labour hindrance (protected or unprotected industrial action) other than those caused or contributed to by the party affected or which solely affects that party; or
- (v) Any other similar cause beyond the reasonable control of the party concerned but does not include a lack of funds for any reason or any other inability to pay.

### What must the parties do in the case of an event arising that is reasonably beyond their control?

- (b) If an event in clause 12(a) occurs and is relied upon by a party to excuse performance under this Agreement that party must:
  - (i) Give the other party written notice promptly together with specifying the facts and circumstances that are relied upon to assert the event is beyond its reasonable control and an estimate of the extent of the non-performance and delay; and

- (ii) Take all steps to mitigate and end the event or the effects of the event as quickly as possible (but this does not require the settlement of industrial disputes or other claims or unreasonable terms); and
- (iii) Resume performance under this Agreement as soon as reasonably practicable; or
- (iv) If the subject event persists for more than thirty (30) continuous Calendar Days, either party may terminate this Agreement in accordance with clause 13(c)(vii) or 13(e)(ii).

### Are the parties liable for events outside of their control?

- (c) No. Subject to a party's compliance with clause 12 (b), neither party is liable for failing to perform an obligation in whole or in part, or for not performing it on time (except an obligation to pay money) because of an event defined in clause 12(a) or to the extent that the event is beyond the party's reasonable control. GrainCorp is not liable to compensate You or any third party for any Claim or Loss sustained or damages suffered by You or a third party and arising from events beyond the reasonable control of GrainCorp, at their consequences.

## 13. DEFAULT & TERMINATION

### What happens if You default under this Agreement?

- (a) In addition to GrainCorp's rights at law, in the event that You default under this Agreement, GrainCorp is entitled to do any of the following:
  - (i) In respect of a failure by You to pay a Fee, immediately exercise any of its rights pursuant to clause 5(a) of Part E; and
  - (ii) In respect of any other default (subject to clauses 13(b) of Part A and clause 14 of Part B), elect to pursue the relief under clause 5(a) of Part E.

### Is a party required to give notice of a breach capable of remedy?

- (b) Yes, In the event that a party has breached this Agreement and that breach is capable of remedy, the other party must serve a notice on the party in breach which outlines the nature of the breach; and provides seven (7) Calendar Days' notice for the breaching party to remedy that breach.

### Can GrainCorp terminate this Agreement?



- (c) Yes. GrainCorp is entitled to terminate this Agreement immediately upon written notice where:
  - (i) You fail to pay a Fee due and payable under this Agreement;
  - (ii) You breach an essential term of this Agreement in circumstances where that breach cannot or is not remedied as required under this Agreement;
  - (iii) You fail to follow a reasonable and lawful direction of GrainCorp given in connection with this Agreement;
  - (iv) You commit an act or omission which compromises the safety of a person performing Services under this Agreement or brings or intends to bring GrainCorp's name into disrepute;
  - (v) You are placed under some form of official administration, receivership or liquidation or in GrainCorp's opinion, You are unable to pay Your debts as and when they fall due; or
  - (vi) Where a notice has been served in accordance with clause 13(b) of Part A, and the breach has not been remedied to GrainCorp's satisfaction;
  - (vii) Where clause 12(b)(iv) of Part A applies.

**When can You terminate this Agreement?**

- (d) You can terminate this Agreement when GrainCorp:
  - (i) Breaches a term of this Agreement in circumstances where that breach cannot be remedied; or
  - (ii) Is placed under some form of official management due to its insolvency.
- (e) Upon fourteen (14) Calendar Days' written notice:
  - (i) Where a notice has been served in accordance with clause 13(b) of Part A, and the breach has not been remedied to Your satisfaction; or
  - (ii) Where clause 12(b)(iv) of Part A applies.

**What are Your obligations on termination?**

- (f) You must pay all Fees and Costs due and/or payable in connection with this Agreement not later than five (5) Business Days following the effective date of termination of this Agreement.
- (g) You must make all necessary arrangements for the immediate Transfer or Outload of Your Accounting Stock. Until such time as the Transfer or Outload

occurs, You will continue to be liable to pay all Fees for Services performed or, in the event that the Next Season has commenced, the fees and charges under Next Season's Country Storage and Handling Agreement.

**What rights survive termination?**

- (h) Termination of this Agreement shall not prejudice any rights of either party which accrue prior to the effective date of termination or the provisions which are expressed to survive termination of this Agreement, including those in 13(g) above.

**14. DISPUTES**

**What do the parties do if the dispute relates to Out of Specification Grain?**

- (a) If a dispute arises between the parties which is solely limited to Out of Specification Grain, the parties must comply with clause 8 of Part C.

**What do the parties do for all other disputes?**

- (b) Subject to clause 14(c), for all other disputes except for those relating clause 13(a)(i) of Part A and clause 7(j) of Part B:
  - (i) The disputing party must give the other party written notice of the dispute;
  - (ii) Within seven (7) Calendar Days following receipt of that notification, the parties must exchange all relevant information to the dispute and refer the matter for discussion to each party's Authorised Representative;
  - (iii) If after that discussion, the dispute is unresolved, the parties must within seven (7) Calendar Days refer the dispute to a mutually agreed dispute resolver;
  - (iv) If the parties are unable to agree on a dispute resolver, they must refer the dispute to the Disputes Manager of ADC and request the appointment of a dispute resolver;
  - (v) Within two (2) Months of the appointment of the dispute resolver, the parties must, in good faith, attempt to resolve the dispute; and
  - (vi) If the dispute remains unresolved within two (2) months of the receipt of the notice of dispute, the parties are at liberty to commence Court proceedings or any other action.

**Do any other rules or standards apply to disputes?**





- (c) No. The parties acknowledge and agree that no other dispute procedure (including GTA dispute resolution and/or arbitration processes and other similar procedures) other than those set out in this clause 14 apply to disputes arising out of or in connection with this Agreement.

## 15. MISCELLANEOUS

### What is the law/jurisdiction governing this Agreement?

- (a) This Agreement is governed by and shall be construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### What if an obligation under this Agreement contravenes a law?

- (b) GrainCorp is not required to perform any obligation under this Agreement if, in GrainCorp's opinion, it would contravene or might contravene any law.

### How are notices provided?

- (c) Notices to be given by a party under these terms must be:
  - (i) In writing; or
  - (ii) Directed to the other party's address as set out in the General Details or as otherwise notified; or
  - (iii) Left or sent by pre-paid registered post, hand delivered, facsimiled or emailed to that address, and will be deemed served:
    - (A) In the case of hand delivery, on the Calendar Day of delivery; or
    - (B) In the case of posting by ordinary post, three (3) Calendar Days after the date of posting; or
    - (C) In the case of facsimile, when the sender's facsimile system generates successful transmission; or
    - (D) In the case of email, at the time of sending by the party.

### Are Your telephone conversations with GrainCorp recorded and/or monitored?

- (d) Yes. You agree and acknowledge that any telephone conversation You have with any of GrainCorp's (or its Related Entities) officers, employees, contractors or agents may be digitally recorded and/or

monitored in accordance with the *Privacy Act 1998* (Cth).

- (e) You also agree and acknowledge that GrainCorp or its Related Entities may use any information gained by reason of the said recording and/or monitoring in any legal, ADR, regulatory or court proceedings relating to any dispute under this Agreement, or any contract for the sale/purchase of Grain or other arrangement between You and GrainCorp including any Other GrainCorp Agreement.

### How can a party exercise its rights under this Agreement?

- (f) A party may exercise a right, power or remedy at its discretion, separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that right or an exercise of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### Are the remedies cumulative?

- (g) Yes. The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

### Can this Agreement be assigned?

- (h) Yes, this Agreement may be assigned or novated by a party subject to the other party's written consent, not to be unreasonably withheld.

### Application and use of information under the *Privacy Act 1998* (Cth)

- (i) GrainCorp may collect, hold, access and use information pursuant to this Agreement:
  - (i) For any purpose required or permitted by any governmental department or regulator, or as required by any law or this Agreement;
  - (ii) In order to maintain stock records on Your behalf;
  - (iii) For the purposes of GrainCorp's provision of products, the Services and other services;
  - (iv) For disclosure to GrainCorp's Related Bodies Corporate and/or CLEAR for the purposes of marketing other products and services to You;
  - (v) For disclosure by GrainCorp to any party for the purpose of enforcing any rights that party





may have in connection with the Grain or commodity or variety.

**Have You had the opportunity to obtain legal advice?**

- (j) Each party agrees that before entering into this Agreement, it has had a reasonable opportunity to obtain independent legal advice in respect of the contents and legal effect of this Agreement. Each party acknowledges and agrees that it pays its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

**Is this Agreement the entire understanding of the arrangement between You and GrainCorp?**

- (k) Yes. This Agreement contains the entire understanding between the parties in respect of the subject matter of the Agreement. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged and superseded by this Agreement and are of no effect.

**Does GrainCorp have a right of audit?**

- (l) Yes. You acknowledge and agree that GrainCorp, at its cost, has a right of audit and may exercise that right for the purposes of ensuring and/or verifying Your compliance with Your obligations under this Agreement.

**How does GrainCorp exercise its right of audit?**

- (m) GrainCorp may exercise its right of audit by giving You 14 Calendar Days' written notice of its intention to do so.

**Can GrainCorp appoint a third party to exercise its right of audit?**

- (n) Yes. In GrainCorp's discretion, it may appoint a suitably qualified and experienced third party, such as an accountant or auditor, to act on its behalf.

**What records must You make available?**

- (o) You must make available to GrainCorp all Business Records in your custody, possession or control that are relevant to verifying Your compliance with Your obligations under this Agreement.

**Are You required to provide reasonable assistance?**

- (p) Yes. You must use reasonable endeavours to assist GrainCorp to exercise its right of audit under this Agreement, including permitting its representatives

full access to all relevant Business Records, answering all reasonable questions regarding Your compliance with this Agreement and permitting copies of relevant Business Records to be undertaken.

**What limits are placed on the use of Your Business Records?**

- (q) GrainCorp undertakes to You that the information contained in all Business Records obtained by exercising its right of audit, will only be used for the sole purpose of ensuring and/or verifying Your compliance with Your obligations under this Agreement and will be kept securely and on a strictly confidential basis and will not be disclosed to any third party (save for any accountant or auditor acting on GrainCorp's behalf) without your written consent.
- (r) You acknowledge and agree that GrainCorp may retain and use Your Business Records for the purposes of commencing and prosecuting court proceedings for any breach by You of Your obligations under this Agreement.

**Does GrainCorp's right of audit survive termination of this Agreement?**

- (s) Yes. Notwithstanding any other provision of this Agreement, the parties' rights, obligations and undertakings under clauses 15(l) to (r) inclusive survive termination of this Agreement.



### 1. BACKGROUND & COVERAGE

#### What are these terms about?

- (a) These terms contain the agreement between You and GrainCorp in respect of:
  - (i) Receival and Storage of Grain at GrainCorp Storages;
  - (ii) The Outload of Stored Grain at GrainCorp Storages;
  - (iii) Hours of operation for GrainCorp Storages; and
  - (iv) Finalisation of Your Interest.

### 2. RECEIVAL & STORAGE OF GRAIN

#### What are Your obligations on Receival?

- (a) You must comply with the terms and conditions set out on the Receival Docket as GrainCorp is relying upon Your declarations when Grain is Received and becomes Stored Grain.

#### What are GrainCorp's obligations on Receival?

- (b) GrainCorp will use reasonable endeavours to Receive Your Grain and in its discretion, determine Grain and Grade in accordance with the Commodity Standards.

#### What are GrainCorp's storage obligations?

- (c) GrainCorp will use reasonable endeavours to safely store Stored Grain during the Term.
- (d) GrainCorp, in its discretion, may co-mingle or segregate Stored Grain.

### 3. REQUEST FOR OUTLOAD

#### Are You required to lodge an Order to Outload and a Forecast of Intention to Outload together?

- (a) Yes. The purpose of the requirement to simultaneously lodge an Order to Outload and the Forecast of Intention to Outload in accordance with the minimum advanced notice periods, is to provide GrainCorp Logistics with seven (7) Calendar Days' notice of Your rolling 2-week execution requirements each Monday (or the Business Day prior in the event Monday is a Public Holiday), for planning purposes.

#### How do You request Outload?

- (b) In order to request Outload for non-export/domestic purposes, You are required to follow the procedure in clauses 3(d) to 3(f) below.
- (c) In order to request Outload for export purposes, You are required to follow the procedure in clauses 3(m) to 3(n) below.

#### How do You request Outload for Non-Export purposes?

- (d) To request Outload for non-export/domestic purposes You must before 5:00pm AEST each Monday (or the Business Day prior in the event Monday is a Public Holiday) provide GrainCorp Logistics with both:
  - (i) An Order to Outload, covering the first week; and
  - (ii) A Forecast of Intention to Outload, covering the second week,in compliance with the minimum notice periods set out in clause 3(e) and the required information in clauses 3(f).

#### What notice must You give GrainCorp?

- (e) Subject to clause 6(f)(i) of Part C, 1 week's notice is required for an Order to Outload and Forecast of intention to Outload lodged together on a Monday (or the Business Day prior in the event Monday is a Public Holiday).

#### What information must You include?

- (f) Your Order to Outload must contain (and the Forecast of Intention to Outload may contain) the following information (for the period Monday to Sunday inclusive during which execution is to take place):
  - (i) All delivery destination(s);
  - (ii) Transport arrangements (road or rail);
  - (iii) Grain/Grade;
  - (iv) Tonnage (by Calendar Day);
  - (v) GrainCorp Storage where Your Accounting Stock is held (the 'Origination Site'); and
  - (vi) Any other information deemed necessary.

#### What if Your Accounting Stock is not available at the Origination Site?

- (g) To supply Stored Grain against Your Order to Outload, GrainCorp may in its discretion, nominate an alternative GrainCorp Storage for Outload other



than the Origination Site (called the 'Outload Site') and amend Your Order to Outload accordingly.

- (h) In the event GrainCorp exercises its discretion under 3(g) above, GrainCorp will:
- (i) Use reasonable endeavours to ensure:
    - (A) The Grade of Stored Grain at the Outload Site is the same Grade as Your Accounting Stock at the Origination Site; and
    - (B) The Outload Site has rail loading capability (if Origination Site had rail loading capability); or
  - (ii) Stock Swap a Tonnage of the Grain and Grade to meet Your Order to Outload from the Origination Site to the Outload Site; and
  - (iii) Notify You of the Stock Swap and associated payments in accordance with clause 4 below, so the Order to Outload can be executed in accordance with clause 5 below.

**What options do You have if Your proposed execution days/Grades are not available?**

- (i) In circumstances where the proposed execution day(s) and/or Grades are, in GrainCorp's discretion, not available at the Origination Site or Outload Site, GrainCorp will consult with You and GrainCorp may propose an alternative execution day(s) and/or propose Re-Grading of Your Accounting Stock.

**When can GrainCorp reject Your Order to Outload?**

- (j) In its discretion, GrainCorp can reject Your Order to Outload where:
- (i) You do not comply with clauses 3(d), 3(e) or 3(f); or
  - (ii) You have insufficient Accounting Stock, by Grain and Grade, at the Origination Site.

**When will Your Order to Outload be confirmed?**

- (k) GrainCorp Logistics will use reasonable endeavours to confirm Your Order for Outload, and Stock Swap (if applicable), by 5:00 pm AEST on the Wednesday following lodgement of Your Order to Outload (or Thursday if Monday is public holiday).

**When must You complete a Movement Request?**

- (l) Following receipt of GrainCorp's confirmation in 3(k) above, You must complete a Movement Request within two (2) Business Days following GrainCorp's

confirmation in clause 3(k) above, unless You withdraw/cancel the Order to Outload.

**How do You request Outload for Export Purposes?**

- (m) Where you are not a party to an agreement for Export Direct Services, You must lodge a CAP which complies with clause 3(n) below.

**What are the minimum requirements for a CAP?**

- (n) For a CAP to be compliant and accepted by GrainCorp for processing, the following minimum requirements apply:
- (i) You must submit by email to GrainCorp Logistics Your completed CAP no later than 28 Calendar Days before the applicable ALD;
  - (ii) Information You include in the CAP must be complete and match information entered into the GrainCorp Shipping Workflow;
  - (iii) If more than one parcel is to be shipped on a Cargo Nomination Application (CNA), You must allocate the different Grades and Tonnages to individual parcels;
  - (iv) You must include the required details of each and all transport providers for each Grade requested from each GrainCorp Storage and Non-GrainCorp Storage;
  - (v) You must include the estimated GAP date;
  - (vi) You must have sufficient Accounting Stock of the requested Grain and Grades to meet requested Tonnages at each site/GrainCorp Storage;
  - (vii) Must account for the Shrink factor of 0.3% applicable to Port Terminal Outloading;
  - (viii) GrainCorp does not under any circumstances permit Grower Returns to comprise any portion of a CAP; and
  - (ix) The rail and road parcels in a CAP must meet the compliant parcel sizes defined in clause 6 of these terms.

**What happens if Your CAP is non-compliant?**

- (o) A CAP that does not comply with clauses 3(n) will be rejected. If this occurs, You will be notified within two (2) Business Days of the date of lodgment of the CAP.



#### 4. STOCK SWAPS

##### What is a Stock Swap?

- (a) A Stock Swap occurs when GrainCorp, in its discretion, notionally places Your Accounting Stock at a GrainCorp Storage other than the Origination Site for purposes of Outload.

##### Does GrainCorp undertake a quality reconciliation?

- (b) No. Subject to clause 4(c)(ii), no quality reconciliation is applicable to a Stock Swap.
- (c) Where Your Accounting Stock comprises canola, and the nominated destination in an Order to Outload is:
  - (i) A Feed End User – clause 4(b) applies; and
  - (ii) Other than a Feed End User, a quality differential for the difference in the average oil and impurities quality between the Origination and Outload Sites will be determined under clause 4(d) and reconciled and payable under clause 4(i).

##### How is the quality differential for canola determined?

- (d) The quality differential (if applicable), being either a loss or gain, is determined in GrainCorp's discretion having regard to the applicable Commodity Standard.

##### How does GrainCorp determine the Freight Differential?

- (e) Any Freight Differential will be determined in accordance with the 'GNC Swap Differentials' (published on the GrainCorp Website), which is then multiplied by the Tonnage of Your Accounting Stock swapped.

##### How is a Freight Differential and quality differential for canola reconciled in a Stock Swap?

- (f) Where a Freight Differential occurs:
  - (i) A positive differential is payable by GrainCorp to You; or
  - (ii) A negative differential is payable by You to GrainCorp.
- (g) Where a quality differential for canola occurs:
  - (i) A loss is payable by GrainCorp to You; and
  - (ii) A gain is payable by You to GrainCorp.

##### Will You be notified of a Stock Swap?

- (h) Yes. You will be notified of a Stock Swap and any consequential payment (by or to You) prior to execution of an approved Order to Outload.

##### How are payments invoiced?

- (i) Payments associated with Freight Differentials and/or quality differentials for canola due to a Stock Swap will be aggregated and netted off each Month and thereafter invoiced / credited.

#### 5. OUTLOAD

##### When will GrainCorp make arrangements to Outload?

- (a) GrainCorp will make necessary arrangements to Outload when it is satisfied You have complied with clauses 3(n), 5(b) and/or 5(c) and any other terms set out in the Movement Request.

##### What specific requirements apply for Outload by road?

- (b) With respect to Outload by road you must ensure the road transport provider advises GrainCorp Logistics of vehicle registration details in a manner that complies with the booking and truck time slotting requirements on the Movement Request. Such details are to be provided no later than 5:00pm AEST on the Business Day prior to the date of confirmed execution under the approved Order to Outload, or in the event that You or the freight provider uses GrainTransact/CropConnect to create the Booking Order, no later than 6:00am AEST on the first Business Day of execution under the approved Order to Outload, will apply.

##### What specific requirements apply for Outload by rail?

- (c) With respect to Outload by rail, You must ensure that GrainCorp Logistics is advised of wagon details, dimensions and capacities no later than 5:00pm AEST, three (3) Business Days prior to the date of intended execution under an approved Order for Outload.

##### When does Outload actually occur?

- (d) Outload occurs at the point when Stored Grain is placed in a road vehicle or rail wagon.

##### When are You required to Outload?

- (e) On receipt by GrainCorp of Your Movement Request.

##### What happens if You cannot or fail to Outload?

- (f) If You do not execute a Movement Request, You may, subject to GrainCorp's discretion, either:



- (i) Store the Grain at the Outload Site, subject to any payment under 4(i); or
- (ii) Reverse any Stock Swap in accordance with clause 4 of Part B.

**When is GrainCorp not obliged to Outload or Stock Swap?**

- (g) GrainCorp is not obliged to Outload or Stock Swap if, in GrainCorp’s discretion, any of the following circumstances apply to Stored Grain, You or the relevant Outload Site:
  - (i) Unavailability of rail or road transportation;
  - (ii) Fumigation and/or insect pest infestation;
  - (iii) Pesticide withholding periods;
  - (iv) Unacceptable risks to health and safety of persons;
  - (v) Maintenance or repair work;
  - (vi) Adverse weather conditions;
  - (vii) Unserviceable, unsafe or unavailable plant or equipment;
  - (viii) Contamination;
  - (ix) Where quality parameters of the applicable Commodity Standard are not met;
  - (x) Harvest receival activities or preparation for harvest receival; or
  - (xi) Any outstanding Fees.

**Can Outload be cancelled, suspended or refused?**

- (h) Yes. Where the Department of Agriculture or an Authorised Officer or GrainCorp (acting reasonably) determines that Your selected mode of transport is not clean or fit for loading or carriage of Grain, GrainCorp may in its sole and absolute discretion, cancel, suspend or refuse to provide Outloading.
- (i) In such circumstances, You acknowledge and agree that GrainCorp will not be liable for any delay, Claim or Loss by You or any third party Claim and You will indemnify GrainCorp for any such Claims or Loss.

**6. COMPLIANT PARCEL SIZES**

**What are the compliant parcel sizes for non-export purposes?**

- (a) For Outload for non-export or domestic purposes, the following minimum parcel requirements per GrainCorp Storage will apply:

<b>Rail Queensland</b>	Wheat, 1,767 Tonnes Non-wheat 1,676 Tonnes
<b>Rail NSW &amp; Victoria</b>	Minimum 500 Tonnes per Grade as part of a full train consignment
<b>Road All States</b>	No Minimum applicable

**What are the compliant parcel sizes for export purposes?**

- (b) For Outload for export purposes, You must present to GrainCorp for approval a CAP to which the following minimum parcel requirements per GrainCorp Storage will apply:

<b>Rail Queensland</b>	Wheat (single grade) 1,767 Tonnes
	Non-wheat (single grade) 1,676 Tonnes
<b>Rail For loading ex Mount McLaren</b>	Wheat 1,953 Tonnes
	Non-wheat 1,848 Tonnes
<b>Rail NSW &amp; Victoria</b>	Minimum 500 Tonnes per Grade as part of a full train consignment
<b>Road All States</b>	No Minimum applicable

**7. TRANSPORT PROVIDER REQUIREMENTS**

**Is GrainCorp responsible for transportation?**

- (a) No. Without limiting any other provision of this Agreement, GrainCorp is not responsible for the cleanliness, fitness for loading or carriage of Stored Grain for any mode of transportation nominated by You.

**What are the requirements for road transport providers?**

- (b) You acknowledge and agree that if You require Receival or Outload from a GrainCorp Storage by road transport:
  - (i) It is Your obligation to ensure that road transport providers/vehicle operators engaged by You:
    - (A) Comply with all laws, including those in respect of safety, the environment, carriage of goods and chain of responsibility, and are conversant with GrainCorp’s safety procedures and have undergone GrainCorp’s site induction program prior to entering a GrainCorp Storage; and
    - (B) Are advised that they must not, and thereafter do not request, permit or allow



GrainCorp employees, agents or contractors to access or climb on vehicles for any purpose to assist with connecting or disconnecting trailers or discharging loads; and

- (C) Vehicles presented are clean, safe, fit for purpose, registered, insured and operated by licensed and/or suitably experienced, trained, qualified and physically capable persons, prior to entering and while upon a GrainCorp Storage;
  - (D) Are equipped with and shall wear PPE while at a GrainCorp Storage or Port Terminal;
  - (E) Provide motor vehicle registration numbers of all road transport vehicles used to deliver Grain or Outload Stored Grain at GrainCorp Storages are provided to GrainCorp; and
  - (F) On request by GrainCorp, provide to GrainCorp, information comprising their personnel's policies and procedures in relation to its driver fatigue management obligations;
- (c) GrainCorp will not allow or permit any vehicle to be loaded beyond its Mass Limit for the relevant vehicle configuration, or other appropriate limit applied under a scheme recognised by the relevant State or Commonwealth authority for the management of road vehicle Mass Limits; and
- (d) Should a vehicle be loaded beyond its Mass Limit, GrainCorp will not be liable for any related delay or any Claim or Loss by You or any third party and You will indemnify GrainCorp for any such Claims or Loss.

**What are the requirements for an Order to Outload by rail?**

- (e) At the time of submitting an Order to Outload to GrainCorp Logistics, You must:
  - (A) Hold Accounting Stock at the GrainCorp Storage(s) for proposed Outload for each Grade that is greater than or equal to the Tonnage specified on the Order to Outload.
  - (B) Outload the whole train from a GrainCorp Storage(s). GrainCorp will not accept an Order to Outload for a train that will be partly loaded from a GrainCorp Storage(s) and non-GrainCorp Storage.

- (f) An Order to Outload must be prepared and submitted by You in accordance with the process outlined in Part B, Clause 3.

**What are the requirements for rail transport providers?**

- (g) On Receival and Outload from Your rail transport provider, You must ensure/procure it:
  - (i) Has all approvals, licences and authorisations required to operate rail and related services;
  - (ii) Has an interface agreement and service level agreements in place with GrainCorp (as required by GrainCorp and/or rail regulators) that:
    - (A) Demonstrates adequate systems to provide the necessary rail and related services to the Customer in a timely, safe and professional manner; and
    - (B) Meets GrainCorp's rail loading or unloading requirements (as advised from time to time) for the GrainCorp Storage and Port Terminal.
  - (iii) Submits a Wagon Loading Plan for approval by GrainCorp prior to the commencement of loading, which includes:
    - (A) The legal weight limits or loads of each wagon type presented for loading; and
    - (B) Instructions for the correct method of loading wagons to avoid overloading.
  - (iv) Submit a request for Validation of Order to Outload to GrainCorp by no later than 12:00 noon AEST on the Business Day Prior to the date of execution (or the Business Day prior in the event Monday is a Public Holiday).
  - (v) You communicate any deviations from the validated Order to Outload once received, including rail transport delays, via written notification to GrainCorp Logistics as soon as any changes to schedule become known.
  - (vi) Presents for loading, rail wagons that are:
    - (A) Clean and empty of any Grain residue and/or Contaminants, free from defects, well maintained, rail and carriage worthy; and
    - (B) In all respects, serviceable and have operable top and bottom door opening/closing mechanisms which do





not require GrainCorp's employees, agents and contractors to climb onto the wagon or manually open or close wagon doors.

- (vii) GrainCorp will not load or unload rail wagons that are defective or does not meet the above requirements under Part B clause 7(g).

**Is GrainCorp liable for conduct of Your rail transport provider?**

- (h) No. You bear all liability for the actions and/or omissions of Your rail transport provider or the performance of the rail network operator or related services. You acknowledge and agree that GrainCorp will not be liable under this Agreement or in law for any Claim or Loss by You or any third party, and You will indemnify GrainCorp for any and all such Claims or Loss.

**Is GrainCorp liable for the cost of Your rail provider?**

- (i) No. You acknowledge and agree that GrainCorp shall pass through to You any and all fees (howsoever described) applied by rail network owners or operators for access to, or use of, certain yards and siding or administrative fees imposed by rail network owners or operators for the repair, maintenance or upgrading of rail infrastructure.

**What is excluded in Outload to rail wagons?**

- (j) Unless advised to the contrary by GrainCorp, the Outload into rail wagons by GrainCorp does not include:
  - (A) The movement or shunting of rail wagons;
  - (B) The cleaning of rail wagons;
  - (C) The repair of rail wagons; or
  - (D) The opening and closing of wagon lids/hatches and discharge doors.

**What happens if Your rail transportation is not clean or fit for loading?**

- (k) Where DAWR or an Authorised Officer or GrainCorp, in its discretion, determines that Your selected mode of transport is not clean or fit for loading or carriage of Grain, GrainCorp may cancel, suspend or refuse Outload.

**What documentation and weight requirements apply?**

- (l) You acknowledge and agree that for all the following applies:

- (i) For rail movements from GrainCorp Storages to a Port Terminal, GrainCorp's rail weighbridges (where installed) or a weighing device will be used to determine final weights;

- (ii) For rail movements from GrainCorp Storages to a Third-Party Port Terminal or other destination, final weights must be verified by GrainCorp. To that end, You must procure the Third-Party Port Terminal or the owner/operator at the other destination consent before lodging an Order for Outload/CAP covering:

- (A) The provision of documentary evidence to GrainCorp that verifies the weighbridge's (where installed) or a weighing device's certification and compliance with applicable State and/or Federal laws, and

- (B) The provision of documentary evidence to GrainCorp verifying the final weights at the Third-Party Port Terminal or other destination no later than two (2) Business Days after all relevant rail deliveries.

- (iii) You acknowledge that GrainCorp has the right to refuse Your request for Outload by rail if You cannot satisfy compliance with 7(q)(ii) or, in its discretion and at its election, do any of the following:

- (A) Use GrainCorp controlled weighbridges (where installed) or a weighing devices to determine final weights;

- (B) Exercise its right to dispute weights declared by You (or where You fail to declare weights) and in doing so, substitute average assessed weights in lieu thereof to determine final weights and shall adjust the Your Accounting Stock accordingly.

**8. HOURS OF OPERATION**

**What are GrainCorp's normal hours of operation?**

- (a) Subject to 8(b) below, Reveal and Outload are only available to You during the Business Hours on Business Days.

**Can You request After Hours Services?**

- (b) Yes. Any request for Reveal or Outload After Hours must be in writing and given to GrainCorp Logistics no later than 12:00 noon AEST:



- (i) Three (3) Business Days prior to a public holiday in the relevant area; or
  - (ii) Two (2) Business Days prior to a Calendar Day.
- (c) Fees for Receive or Outload will be determined in accordance with Part E or by agreement.
- (d) GrainCorp may, in its discretion, either accept or reject Your request under clause 8(b) and shall advise You of its decision on the same Business Day as the request is received.

## **9. FINALISATION OF INTEREST**

### **How does the finalisation of Your Interest occur?**

- (a) If after deduction of Shrink, the actual Outload Tonnage is less than Your Accounting Stock, GrainCorp will in its discretion, either:
- (i) Provide sufficient additional Grain of the same variety and Grade to ensure the net shortfall is equivalent to the Your Accounting Stock Tonnage; or
  - (ii) Pay to You an amount by way of compensation (in full and final settlement) for the net shortfall calculated by taking into account fair market price for Grain of the relevant variety and Grade for the applicable Season at the last Outload date.

### **Is GrainCorp excluded from liability?**

- (b) Yes. You agree that GrainCorp is not liable for any Claim or Loss in circumstances where GrainCorp complies with clause 9(a) and You or any third party will indemnify GrainCorp for any and all such Claims or Loss.



1. BACKGROUND & COVERAGE

**What are these terms about?**

These terms contain the agreement between You and GrainCorp in respect of:

- (i) Location, time, methods and standards of testing;
- (ii) Sampling services;
- (iii) Use of pesticides and fumigants;
- (iv) Grain classification; and
- (v) Out of Specification Grain.

2. ACKNOWLEDGEMENTS

**What do You acknowledge and agree?**

You acknowledge and agree the following:

- (i) In GrainCorp’s discretion, it may blend or average the protein, moisture and or screenings of Stored Grain to within 0.3% of the minimum protein and maximum moisture, 1% of the maximum screenings and/or 2kg/HI test weight of the applicable Commodity Standard on Outload of up to two (2) road trucks on any one (1) Business Day at each GrainCorp Storage;
- (ii) On Receipt GrainCorp is unable to test for toxic or other chemical residues, GM or Contamination;
- (iii) GrainCorp does not warrant complete freedom from Grain defects and Contaminants listed with a Nil tolerance in the Commodity Standards;
- (iv) Germination testing of barley and free fatty acid testing of oilseeds will only be conducted during non-harvest periods at GrainCorp’s discretion;
- (v) Testing for GM canola will occur on composite harvest samples at GrainCorp approved laboratories;
- (vi) If a GM presence is detected above the tolerance specified for a Grade of canola, GrainCorp will consult with You about the appropriate method of Outload;
- (vii) GrainCorp can only review the hygiene history of Stored Grain at GrainCorp Storages; and
- (viii) Information on applicable Receipt Dockets or Harvest Running Samples will be used to determine the average quality and/or quantity of Stored Grain at a GrainCorp Storage, attributed to a specific Customer/Grower.

3. LOCATION & TIME OF TESTING

**When does testing take place?**

Grain/Stored Grain is tested on Receipt/Outload respectively and any other times at GrainCorp’s discretion.

4. TESTING METHODS & STANDARDS

**What testing techniques and standards apply?**

(a) The following testing methods and standards apply:

- (i) For segregation and Grade classification purposes, GrainCorp may:
  - (A) Use instruments that comply with the *National Measurement Act (1960)* and *National Measurement Regulations (1999)*; or
  - (B) Use other methods and materials prescribed by the Commodity Standards.
- (ii) For testing at the time of Receipt of Grain comprising Wheat and barley, GrainCorp may:
  - (A) Use falling number testing; and/or
  - (B) Use other methods and systems determined at GrainCorp’s discretion.
- (iii) For testing at the time of Receipt of durum, GrainCorp may:
  - (A) Use a digital analyser to determine vitreous kernel; and/or
  - (B) Use other methods and systems determined at GrainCorp’s discretion.

5. SAMPLE SERVICES

**What data and samples can be requested?**

- (a) GrainCorp will provide You with harvest quality data applicable to Your Accounting Stock.
- (b) GrainCorp may provide You with samples up to 5kg per Grade/Port Zone from those Port Zones where Your Accounting Stock exceeds 10,000 Tonnes.

**Can You request additional samples?**

- (c) Yes. Upon request, additional tests and samples can be provided on a Grade of Your Accounting Stock subject to the following conditions:
  - (i) GrainCorp agrees to conduct additional tests and provide samples; and



- (ii) In the event You require those tests during a harvest, You supply a list of requirements to GrainCorp Technical Services by no later than 30 September in the Current Season; and
- (iii) Payment of Fees as per clause 5(d) below.

**Do additional samples incur extra Fees?**

- (d) Yes. Additional samples may be provided to You at a 'site by grade' basis at a cost of \$53.50/kg (plus courier Costs as per clause 5.3(f)); or
- (e) Where samples were not compiled during harvest, or have been requested less than four (4) weeks before harvest commences, a Fee in addition to clause 5(d) above will be payable as determined by GrainCorp in its discretion (plus courier Costs as per clause 5.3(f)) and notified to You; and
- (f) Where a consignment note and account number is supplied, at Your cost GrainCorp will dispatch samples using Your nominated courier. Alternatively, You can arrange for Your preferred courier to collect samples from GrainCorp.

**How will additional samples be labelled?**

- (g) Additional samples will be labelled with details including (where applicable) type, Port Zone, GrainCorp Storage, variety, Grade, Season and date collected unless otherwise advised.

**6. USE OF PESTICIDES & FUMIGANTS**

**Does GrainCorp treat Stored Grain?**

- (a) Yes. GrainCorp will at its discretion treat or disinfect Stored Grain with fumigants or pesticides in accordance with applicable laws.

**Can You request details of the treatments used?**

- (b) Yes. Upon Your written request GrainCorp will provide details of fumigants and pesticides used on Stored Grain.

**Can You request certification?**

- (c) Yes. Upon Your written request, and subject to clause 6(d), GrainCorp in its discretion will supply fumigation or other certificates specified by You.
- (d) GrainCorp is not liable to You for any Claims or Loss associated with the supply under Part C clause 6(c) for certification that has not been agreed between You and GrainCorp prior to a CAP or Movement Request.

**What happens with Pesticide Residue Free Grain and Pesticide Residue Restricted Grain?**

- (e) In respect of Pesticide Residue Free Grain and Pesticide Residue Restricted Grain on Receival, GrainCorp:
  - (i) does not routinely test for the presence of prior treatments; and
  - (ii) is not liable to You or any third party for any Claim or Loss associated with:
    - (A) Prior treatments or Contamination from storage, handling or transport equipment; or
    - (B) Other bulk handling companies, private storage or any other source.
- (f) In respect of Pesticide Residue Free Grain and Pesticide Residue Restricted Grain on Outload:
  - (i) Any Order to Outload requires a minimum of four (4) weeks' notice to GrainCorp;
  - (ii) GrainCorp does not guarantee Pesticide Residue Free Grain or Pesticide Residue Restricted Grain nor does it accept any liability for the same failing to meet Pesticide Residue Free requirements;
  - (iii) Pesticide Residue Free and Pesticide Residue Restricted requests must be stated clearly on all enquiries, packing instructions, Bookings and CAPs; and
  - (iv) The Services associated with Pesticide Residue Free Grain and Pesticide Residue Restricted Grain cover only GrainCorp Storage selection, samples and testing, noting that results are usually only available after Outload.

**7. GRAIN CLASSIFICATION**

**How is Grain classified?**

- (a) Grain is classified on Receival in accordance with the applicable Commodity Standard.

**Can GrainCorp reclassify Stored Grain?**

- (b) Yes. If, in GrainCorp's discretion, it determines a quantity of Stored Grain has fallen outside its Grade, reclassification may occur and in doing so becomes Reclassified Grain.

**Can GrainCorp reclassify malt barley?**



- (c) Yes. In GrainCorp’s discretion, it may reclassify Your malt barley to ‘feed’ where the germinative quality is determined by GrainCorp to be less than 95% or it remains Stored Grain on or after 1 October of the Next Season.

**Where malt barley becomes Reclassified Grain, is an adjustment made to Your Accounting Stock?**

- (d) Yes. Where reclassification of Stored Grain comprising malt barley occurs, Your Accounting Stock will be proportionately adjusted to ‘feed’.
- (e) For the avoidance of doubt, clause 7(f) does not apply to reclassification under 7(d).

**What if You have a Claim for Reclassified Grain?**

- (f) Subject to clause 7(g), GrainCorp will only indemnify You for Reclassified Grain in accordance with the Reclassified Grain Indemnity Formula and subject to the Minimum Tonnage Threshold.

**What are the limitations on any Claim relating to Reclassified Grain?**

- (g) GrainCorp is not liable to You or any third party for any Claims or Loss including in relation to any alleged or actual reduction in quality of Stored Grain the subject of an Order to Outload where:
  - (i) The reduction in quality would not have resulted in the said Stored Grain becoming Reclassified Grain;
  - (ii) GrainCorp complied with the applicable Commodity Standard on Receipt and Outload;
  - (iii) You requested GrainCorp to blend two or more Grades into one Grade and the blended Grade is at least the same quality of the lower of the two Grades blended;
  - (iv) An Order to Outload is within 0.3% of the minimum protein and maximum moisture, 1% of the maximum screenings and/or 2kg/HI test weight of the relevant Commodity Standard on up to two (2) road trucks on any one (1) Business Day at each GrainCorp Storage;
  - (v) The average presence of GM material in non-GM Grades is below the applicable Low Level Presence threshold;
  - (vi) You provided inaccurate or no details of the Outload destination; or
  - (vii) The quantity of Reclassified Grain is less than the Minimum Tonnage Threshold.

- (viii) Where the quality of a loaded train, averaged across all wagons of a train, would not have resulted in the said Stored Grain becoming Reclassified Grain.
- (ix) The average presence of GM material in non-genetically modified Grades is below the Low Level Presence threshold prescribed by the applicable Commodity Standard for all loads from GrainCorp Storages.
- (x) The Stored Grain is of a higher grade based on the Grade cascade in the Commodity Standard.

**8. OUT OF SPECIFICATION GRAIN**

**What is the purpose of this clause?**

- (a) The purpose of this clause 8 is to put in place a process whereby GrainCorp fully and finally determines Your Claim or Loss for Out of Specification Grain (domestic or export) (“**Disputed Grain**”).

**What information must You provide?**

- (b) In order to lodge a compliant Disputed Grain Notification, You must supply GrainCorp Logistics with the following information:
  - (i) Booking ID number;
  - (ii) Vehicle registration number(s);
  - (iii) Your contact details (or agent’s); and
  - (iv) Particulars of the Disputed Grain in dispute, i.e., for example, protein levels, Contamination, Infestations etc.
- (c) For the avoidance of doubt a Disputed Grain Notification cannot comprise Disputed Grain which has been discharged from vehicle(s) or wagon(s).

**What are Your obligations?**

- (d) You must:
  - (i) Lodge a compliant Disputed Grain Notification;
  - (ii) Ensure the discharge/unloading of the Disputed Grain is immediately ceased until otherwise directed by GrainCorp Logistics;
  - (iii) Ensure any sampling and testing of Disputed Grain is documented and complies with the GTA Sampling and Testing Methods;
  - (iv) Allow GrainCorp’s nominated representative:



- (A) Access to Your Disputed Grain and any equipment used for transporting, unloading, sampling and testing of Your Disputed Grain;
- (B) To observe and inspect the sampling, testing and unloading processes associated with the Disputed Grain;
- (C) Access to Your Samples, test results; and
- (D) To re-test (whether by GrainCorp or, at its option, an Independent Laboratory) any and all of Your Samples, and, on GrainCorp's behalf, take separate samples of Your Disputed Grain; and
- (v) Dispatch sample from disputed load to the nearest GrainCorp NATA Certified Laboratory.
- (vi) Permit GrainCorp every opportunity to mitigate all actual or potential Claims or Loss associated with Your Disputed Grain Notification.

**How will GrainCorp assess and finalise Your Disputed Grain Notification?**

- (e) If, in GrainCorp's discretion, it determines:
  - (i) You did not comply with Your obligations under clauses 8(b) and 8(d) and that non-compliance prejudiced GrainCorp's ability to determine Your Disputed Grain Notification; or
  - (ii) The results of any testing under 8(d)(iv)(D) materially conform with Commodity Standard applied to the sample of Stored Grain on Outload,

then such a determination will be final and conclusive and You acknowledge and agree that You release GrainCorp from any and all Claims or Loss directly or indirectly related to Your Disputed Grain and shall indemnify and keep indemnified, GrainCorp from any Claim or Loss directly or indirectly related to Your Disputed Grain made by a third party.

- (f) If, in GrainCorp's discretion, it determines Your Disputed Grain is Out of Specification, You acknowledge and agree that GrainCorp is entitled to fully and finally settle any Claim or Loss by:
  - (i) Taking ownership of the Disputed Grain and redirecting the same to an alternative destination via Your transport provider;
  - (ii) Crediting Your Accounting Stock accordingly;

- (iii) Paying You by way of compensation the lesser of actual cost of freight and the cost determined by the GNC Swap Differentials calculated from the Outload Site to the destination as per the approved Order to Outload; and
- (iv) Paying You by way of compensation, the Demurrage Cost.

**How Do You replace Out of Specification Grain?**

- (g) In the event GrainCorp determines Your Disputed Grain Notification under clause 8(f), and as a result You require replacement Grain, You must follow the processes under clause 3, 4 and 5 of Part B.





## 1. BACKGROUND & COVERAGE

### What are these terms about?

- (a) These terms contain the agreement between You and GrainCorp in respect of:
  - (i) Characterisation of Your interest;
  - (ii) Co-ownership of Grain;
  - (iii) Security Interests;
  - (iv) Accounting Stock Management;
  - (v) Stock Information;
  - (vi) Shrink;
  - (vii) Carry Over Accounting Stock;
  - (viii) Transfer of Title; and
  - (ix) Cash Buyer limits.

## 2. ACKNOWLEDGMENTS

### What do You acknowledge and agree to?

- (a) You acknowledge and agree:
  - (i) Your Interest represents an ownership right to Stored Grain of the Grade that was classified on Receival and not the same physical Grain that was delivered;
  - (ii) GrainCorp may be a Co-Owner;
  - (iii) Where Your Accounting Stock at a GrainCorp Storage for a particular Commodity is between the values of -1 and +1 Tonnes, it will be deemed to have no value and GrainCorp shall have the right to remove such amounts from Your Accounting Stock;
  - (iv) GrainCorp, in its discretion, can remove and dispose of dust or waste Stored Grain from Accounting Stock;
  - (v) GrainCorp, in its discretion can Re-Grade the Stored Grain that is older than 2 years;
  - (vi) All third-party buyers of Stored Grain using CLEAR must be a party to this Agreement; and
  - (vii) You are responsible for all Transfers of Title of Accounting Stock and liable for any inadvertent act or omission.

## 3. CO-OWNERSHIP

### When does Grain become Stored Grain?

- (a) Grain becomes Stored Grain when the Receival Docket and weighbridge documentation notates the

tare weight and the final net mass of the Grain at which time, Title in the Grain transfers from You to the Co-Owners and You become a Co-Owner of the Stored Grain.

### How is Your Interest in Stored Grain held?

- (b) Each Co-Owner holds its Interest as a tenant in common in the Stored Grain.

### What happens if GrainCorp becomes insolvent?

- (c) If GrainCorp becomes insolvent, each Co-Owner may assert its right of ownership commensurate to its Interest.

### How can You deal with Your Interest?

- (d) Subject to clause 4 below, You may deal with Your Interest as follows:
  - (i) Transferring all or part of Your Interest to another Co-Owner; or
  - (ii) Requesting an Order to Outload; or
  - (iii) Transferring all or part of the Interest to a third party.

### What happens on Outload?

- (e) On execution of an Order to Outload:
  - (i) The Grain no longer forms part of the Stored Grain and You become the full owner of that Grain and bear all risk in respect of it; and
  - (ii) Your Accounting Stock will be updated to reflect any remaining Interest held by You.

## 4. SECURITY INTERESTS

### What are the implications of the PPSA?

- (a) The PPSA affects the way You may create and enforce Security Interests over Stored Grain.

### What do You warrant to GrainCorp?

- (b) Subject to clause 3(d) above, You warrant to GrainCorp that:
  - (i) All Grain Transferred by You is Transferred free and will remain free of any Security Interest, other than a Permitted Security Interest;
  - (ii) You will not create, or consent to, any Security Interest over Stored Grain or Your Interest in Stored Grain other than a Permitted Security Interest;
  - (iii) If a Security Interest other than a Permitted Security Interest is created over Stored Grain or Your Interest in Stored Grain in breach of



clause 4(b)(ii), You will ensure that it is promptly and unconditionally released; and

- (iv) You will not seek to enforce in any way a Security Interest over Stored Grain or Your Interest in Stored Grain, other than a Permitted Security Interest.

**What if You breach clause 4(b) above?**

- (c) You indemnify and will keep GrainCorp fully indemnified for any breach by You of clause 4(b).

**Can You or a third party request a waiver?**

- (d) Yes. If You or a third party request a waiver from the restriction on dealing with Accounting Stock as set out in this clause 4(d), then a request for waiver must be submitted in writing for GrainCorp’s consideration and approval. GrainCorp may elect or decline, in its sole discretion, to grant its approval to such request for waiver on terms as it thinks fit. GrainCorp may elect to request the party seeking a waiver to procure entry of a deed of priority with GrainCorp.
- (e) You agree to make amendments to any agreement, and to do such other things as GrainCorp may require from time to time to ensure that any Security Interest that GrainCorp has arising out of or in connection with this Agreement is perfected under the PPSA and to otherwise protect GrainCorp’s position under the PPSA as contemplated by this Agreement.

**What is the order of priority for Fees and Costs?**

- (f) Notwithstanding:
  - (i) The order in which:
    - (A) Any Security Interest that GrainCorp has arising out of or in connection with this Agreement, or a Permitted Security Interest is executed, created, lodged for registration, registered or perfected; or
    - (B) Anything else that occurs;
  - (ii) Anything contained in this Agreement or any agreement which creates a Permitted Security Interest;
  - (iii) The fluctuation from time to time of the monies secured by any Security Interest; or
  - (iv) Any rule of law or equity to the contrary or anything else,

You, who have the benefit of a Permitted Security Interest agree and acknowledge that at all times, any Security Interest that GrainCorp has arising out

of or in connection with this Agreement will have first priority over the Permitted Security Interest for all Fees, Costs, interest and any other amounts owing between You and GrainCorp in respect of this Agreement.

**What are the requirements where You have the benefit of a Permitted Security Interest?**

- (g) If You have the benefit of a Permitted Security Interest You:
  - (i) Must, within five (5) Business Days of a request by GrainCorp, provide to GrainCorp any information GrainCorp requires in respect of the Permitted Security Interest; and
  - (ii) Agree to indemnify and keep GrainCorp fully indemnified for any payment of any Fees.

**Does GrainCorp have legal or equitable title to the Stored Grain?**

- (h) In respect of each Co-Owner, provided that the Co-Owner complies with all of its obligations under this Agreement, GrainCorp has possession of the Co-Owner’s Interest in the Stored Grain but no legal or equitable Title to any part of it, except to the extent that GrainCorp is a Co-Owner.

**Can GrainCorp be a Co-Owner?**

- (i) Yes. GrainCorp may become a Co-Owner by adding Grain to the Stored Grain.

**How may GrainCorp deal with the Stored Grain?**

- (j) In respect of each Co-Owner, provided that the Co-Owner complies with all its obligations under this Agreement, GrainCorp may only deal with Stored Grain as owner of its own Interest and not as the owner of the Interest of the Co-Owner. This applies in particular, to the Outload.

**5. ACCOUNTING STOCK MANAGEMENT**

**What records must each party keep?**

- (a) GrainCorp must keep proper, complete and current records relating the supply of the Services to You.
- (b) You must keep proper, complete and current records relating the supply of the Services to You (including copies of completed GrainCorp Transaction Documents) and must, on reasonable notice, make those records and documents available for inspection by GrainCorp.

**What are Your obligations in respect of GrainTransact/CropConnect?**



- (c) You must regularly update and keep secure the password created by You to access GrainTransact/CropConnect.
- (d) You must notify GrainCorp immediately if You believe or suspect unauthorised disclosure to a third party of Your password has occurred.
- (e) You must ensure GrainCorp is advised of all persons whom You no longer require or authorise to have access to GrainTransact/CropConnect on Your behalf.
- (f) You agree that GrainCorp shall not be liable for any Claim or Loss incurred by You or any other person arising out of or in connection with acts or omission in breach of clauses 5(c), (d) or (e) above.

**What can GrainCorp do in respect of the functionality of GrainTransact/CropConnect?**

- (g) On giving reasonable notice to You, GrainCorp may, add, remove, change or impose restrictions on the use and functionality of GrainTransact/CropConnect.

**Is GrainCorp responsible for any Claim or Loss arising because of GrainTransact/CropConnect?**

- (h) You acknowledge and agree that GrainCorp is not liable for any Claim or Loss made by You or any other person arising directly or indirectly because of:
  - (i) Any breakdown or interruption to the service that related to circumstances beyond GrainCorp's direct and immediate control; or
  - (ii) The buyer of Your Accounting Stock (or part thereof) failing to honour the Transfer or any term of any contractual agreement with You.

**6. STOCK INFORMATION**

**Can You request Stock Information?**

- (a) Yes, subject to (b) below, GrainCorp will use reasonable endeavours to provide Stock Information to You in a timely and accurate manner taking into account the systems and data retained in GrainTransact/CropConnect.
- (b) You acknowledge and agree that Stock Information may be subject to update upon the availability of additional Stock Information that may affect Your Accounting Stock.

**What must the parties do if there is an error in Stock Information?**

- (c) If You are aware of any error or omission in any Stock Information, You must promptly notify GrainCorp;

- (d) If You know, or ought to know that GrainCorp's Accounting Stock or records or documents are incorrect, inaccurate or out of date, You must promptly notify GrainCorp and use reasonable endeavours to remedy the error.

**What happens if an error is not discovered until after Outload?**

- (e) If an error in Stock Information is not discovered until after Outload and You have received Grain in excess of Your Accounting Stock, You must either:
  - (i) Pay to GrainCorp an amount equal to the fair market value of the excess quantity of Grain at the date of Outload; or
  - (ii) Replace the Grain with Grain of the same variety and Grade and in the quantity exactly equal to the surplus volume provided in excess to Your Accounting Stock as, when and where so requested by GrainCorp.

**7. SHRINK**

**What Shrink is applied to Your Accounting Stock?**

- (a) GrainCorp will Shrink Your Accounting Stock at the following rates:
  - (i) 0.7% by weight from each load of wheat, durum, noodle and soft wheats, oats, all other cereals (excepting rice), sorghum, barley and canola Received at a GrainCorp Storage;
  - (ii) 0.2% by weight from each load of wheat, durum, noodle and soft wheats, oats, all other cereals (excepting rice), sorghum, barley and canola Received at a Port Terminal;
  - (iii) 1% by weight from each load of legumes, pulses, maize, sunflowers and oilseeds other than canola delivered to a country storage or a port terminal
  - (iv) An additional 1% Shrink will be deducted from all Tonnage of legumes and pulses in GrainCorp Storages at the commencement of the Next Season and at that date for each subsequent season until Outload; and
  - (v) Other Grain not listed above shall be Shrunken at an agreed rate or handled on an 'all in all out' basis in GrainCorp's discretion.

**What terms do You agree to relating to Shrink?**

- (b) You acknowledge and agree:
  - (i) The Shrink deduction applies to Transfers from Grower Warehousing Services and road and rail Receipt from any Non-GrainCorp Storages,



excluding 'site to site' Transfers or where throughput Services are provided, which are provided on an 'all in, all out' basis;

- (ii) Accounting Stock which has been transferred to You from another Customer (Buyer to Buyer Transfer) is excluded as Shrink will have already been applied to that Stored Grain;
- (iii) The application of Shrink at Port Terminals will be determined in accordance with any applicable Bulk Wheat and Non-Wheat Port Terminal Services Agreement between You and GrainCorp;
- (iv) Where Shrink is deducted under clause 7(a), Title in the residue (being a volume of Grain representing the amount deducted) will Transfer to GrainCorp and any proceeds from the sale of Shrink residue, dust and/or damaged Grain will be to the account of GrainCorp and will not be considered for Outload on Your behalf. For the purposes of clarity, the residue does not Transfer to Co-Owners; and
- (v) The deductions set out in clause 7(b)(i) will be applied such that the quantity of Grain available to the Customer on Outload or Transfer as recorded in GrainTransact/CropConnect which will be the Shrunk quantity. The Shrunk quantity is Your Interest.

## 8. CARRY OVER ACCOUNTING STOCK

### What terms apply for carry over Accounting Stock?

- (a) In respect of Your Accounting Stock (other than malt barley) carried over from the Current Season to the Next Season:
  - (i) In GrainCorp's discretion, it may continue to store Your Accounting Stock either at the Origination Site or relocate Your Interest to an alternate GrainCorp Storage; and
  - (ii) GrainCorp shall issue to You an invoice for all accrued Fees during the Term for the Current Season on the Termination Date that relate to carry over Accounting Stock.
  - (iii) GrainCorp shall issue to You a monthly invoice for any Fees that relate to Old Season Accounting Stock.
- (b) In respect of Accounting Stock that is malt barley, Part C; clauses 7(c) and 7(d) apply.

## 9. TRANSFER OF TITLE

### What are Your Obligations regarding Transfer?

- (a) A Transfer of all or part of Your Accounting Stock to another Customer must be in accordance with this clause 9.

### What process applies for Transfer?

- (b) To Transfer Your Accounting Stock (being all or part of Your Interest):
  - (i) You must complete and execute a 'Buyer to Buyer Title Transfer' in GrainTransact/CropConnect and comply with the specified procedures in the GrainCorp Transaction Document headed "Guide for Buyers" and in this regard:
    - (A) Title will Transfer when You "confirm" the transaction within GrainTransact/CropConnect; and
    - (B) The Transfer or Stock Swap is effective on the date on which the seller "confirms" the Transfer in GrainTransact/CropConnect; or
  - (ii) You must complete a 'Buyer to Buyer Title Transfer' form or 'Stock Swap' form and follow the specified procedures and in this regard:
    - (A) The Transfer or Stock Swap is effective, after execution by all parties on the date which the seller confirms the Transfer to GrainCorp in writing; and
    - (B) GrainTransact/CropConnect will be updated manually to reflect the revised Interests of You and the third party.
  - (iii) You must ensure that Your Accounting Stock placed on offer in CLEAR is Uncommitted at both the time of offer and request for Transfer should it be subject to an acceptable bid; and
  - (iv) In the event that Your Uncommitted Accounting Stock is insufficient at the time of offer or the Title Transfer, it will be rejected by GrainCorp and the Transfer will not be completed.

### What happens when Accounting Stock is Transferred to You (as buyer) using GrainTransact/CropConnect?

- (c) If Accounting Stock is Transferred to You (as buyer) from another Customer or Grower (as seller) using GrainTransact/CropConnect:
  - (i) If You reject all or a part of the Accounting Stock that is Transferred by the seller, You



must notify GrainCorp Stocks and ensure that the Accounting Stock is transferred back to the seller within two (2) Business Days of the original Transfer. A failure to do so is deemed an acceptance of the Transfer; and

- (ii) You acknowledge that the Execution Site of the Accounting Stock Transfer accepted from the seller may differ from that agreed in the Transfer

**Can GrainCorp reverse a Transfer?**

- (d) Yes. GrainCorp can reverse a Transfer if:
  - (i) You have selected a buyer who is not a Customer;
  - (ii) You are in default of payment terms for Fees that are not the subject of a genuine dispute or You are in breach of any term of this Agreement;
  - (iii) You, for any reason, Transfer more than Your Accounting Stock as recorded in GrainTransact/CropConnect at the time of the Transfer; or
  - (iv) In GrainCorp’s discretion, the security of the Customer/You has been breached.

**10. CASH BUYER LIMIT**

**Is GrainCorp obliged to provide the Cash Price service?**

- (a) No. Subject to clause 9(b) above, GrainCorp is not obliged to provide the Cash Price service, unless and until You have established valid cash buyer limits within GrainTransact/CropConnect (available in the buyer’s guide section at [www.graintransact.com.au](http://www.graintransact.com.au)).

**Are Cash Buyer limits guaranteed?**

- (b) No. You acknowledge and agree that because all cash buyer limits are set by You, GrainCorp cannot guarantee strict observance to the Cash Buyer Limits. GrainCorp will use reasonable endeavours to adhere to the Cash Buyer Limits.

**When do the Cash Prices become inactive?**

- (c) Upon Your Cash Buyer Limit being reached, the Cash Prices will become inactive on GrainTransact/CropConnect until such time as new Cash Buyer Limit is established.

**Will GrainCorp display Cash Prices and Pool Prices?**

- (d) Yes, subject to clause 10(f) below, GrainCorp will display Your Cash Price and/or Pool Price for the Receipt of Grain at GrainCorp Storages and from Grower Warehousing Services per the Buyers Guide.

**When can You submit and activate new Cash Prices?**

- (e) You may at any time submit new Cash Prices which will be effective the hour immediately after submission (provided that they are for the same calendar date) and will continue to be active until:
  - (i) The effective date expires;
  - (ii) New prices from You are approved;
  - (iii) Your Cash Buyer Limit is reached; or
  - (iv) You deactivate the Cash Price.

**When can You withdraw a Cash or Pool Price?**

- (f) Yes. You can withdraw a Cash or Pool Price at any time by deactivating an active Cash and/or Pool Price or submitting new Cash Price.

**Can GrainCorp provide a copy of Your daily price file to CLEAR?**

- (g) Yes. GrainCorp may, with Your written consent, provide a copy of Your daily price file to CLEAR.



## 1. BACKGROUND & COVERAGE

### What are these terms about?

These terms contain the agreement between You and GrainCorp in respect of:

- (i) Terms of credit;
- (ii) Terms of payments;
- (iii) Invoicing;
- (iv) GST;
- (v) Liens and Amounts Outstanding; and
- (vi) Fees payable by You for the Services.

## 2. SCOPE

### How are Fees quoted?

- (a) All Fees quoted in this Agreement are in AUD exclusive of GST.

### What Fees are available on application?

- (b) Fees for maize, soybeans, cottonseed, sunflower, rice, millet, linseed and other Grains not expressly quoted are available on application.

## 3. TERMS OF CREDIT & PAYMENT

### What requirements must You meet?

- (a) In GrainCorp's discretion, You are required to make payment in respect of Fees or other amounts owing under this Agreement in one of the following ways:
  - (i) Pursuant to GrainCorp's approved terms of credit in which case GrainCorp may require You to provide Security during the Term. In this regard, You agree that GrainCorp, in its discretion, may from time to time:
    - (A) Apply some or all of the Security to Fees or other amounts owing by You to GrainCorp without your consent; and
    - (B) Request the Security be reduced or increased;
  - (ii) In advance of the Services, in which case GrainCorp will provide notification of the amount payable by You before providing the Services;
  - (iii) In accordance with the terms of payment on the Tax Invoice issued under this Agreement, or absent such terms, clause 3(e) and (f) below; and/or

- (iv) On demand, in the event of a breach of any term of this Agreement.

### What do You agree to pay?

- (b) Subject to 4(c) below, You agree to pay:
  - (i) All Fees; and
  - (ii) Any other amounts owing under this Agreement, or any Other GrainCorp Agreement
- (c) You agree that all amounts payable by You are without set-off or counterclaim.

### How will you be invoiced?

- (d) You will be issued with a Tax Invoice each Month, unless otherwise agreed or provided for in this Agreement.

### When do You have to pay the Fees?

- (e) Fees are payable within twenty one (21) Calendar Days of the date of the Tax Invoice.
- (f) Notwithstanding the above, GrainCorp may, in its discretion, invoice You and request payment in full for any related Services prior to Outload.

### What if there is an adjustment to the Fees?

- (g) GrainCorp reserves the right to make an adjustment for any error in the calculation of the Fees and will issue an adjustment note which You must pay in accordance with its terms.

## 4. GST

### What happens if GST is payable?

- (a) If GST applies to any supply, GrainCorp will, in addition to the Fees or any other amount payable and subject to issuing a valid tax invoice, recover from You an additional amount on account of GST.

### How is GST calculated?

- (b) If GST applies to any supply, it will be calculated by multiplying the fee, or any other amount or consideration payable by You, by the prevailing GST rate.

### What if the GST amount needs to be adjusted?

- (c) If GrainCorp determines the amount of GST paid or payable on any supply differs for any reason from the amount of GST recovered from You, including by reason of:
  - (i) An alteration in the law in respect of GST;
  - (ii) The issue of or an alteration in a ruling or advice of the Commissioner of Taxation;





(iii) The allowance to You of a refund of GST in respect of any supply; or

(iv) A decision of the Administrative Appeals Tribunal or a Court,

the amount of GST recovered or recoverable from You will be adjusted accordingly.

5. LIENS & AMOUNTS OWING

What happens in the event of Your default?

(a) In addition to its rights at law, if You default and fail to pay Fees or any other amount owing to GrainCorp in accordance with the terms of this Agreement, GrainCorp may in its discretion:

- (i) Demand immediate payment;
(ii) Set off in accordance with clause 6(c);
(iii) Amend or withdraw Your terms of credit;
(iv) Withhold or suspend the Services to You under this Agreement or Other GrainCorp Agreements;
(v) Charge interest in accordance with clause 6(b);
(vi) Draw on Your Security;
(vii) Exercise and maintain a lien over Your Grain;
(viii) Terminate this Agreement;
(ix) Commence court proceedings; and/or
(x) Rely on the indemnity given by You in clause 6(a)(vi) of Part A.

What is the default rate of interest?

(b) If You default and fail to pay Fees or any other amount owing to GrainCorp You will be liable to pay default interest, calculated daily at a rate of 12% per annum on the outstanding amount, from the date it was due until the date on which payment is made.

Can GrainCorp set off amounts due and payable?

(c) Yes. GrainCorp may apply any amounts whatsoever then due and payable by it to You in satisfaction of any amounts (including interest) whatsoever due and payable by You to GrainCorp under this Agreement.

What is the lien held by GrainCorp?

(d) Without limiting any other term of this Agreement, or GrainCorp's rights at law, You acknowledge and agree:

(i) This clause 5 applies irrespective of the capacity in which You owe any amount to

GrainCorp, whether or not You are liable as principal or surety and whether or not You are liable alone, jointly, or jointly and severally;

(ii) GrainCorp will have a contractual right of lien and/or a right of set off over Your Interest in Stored Grain for all amounts due and payable to GrainCorp or any of its Related Entities under this Agreement;

(iii) If any amount is owing to GrainCorp or its Related Entities, GrainCorp in its discretion may:

- (A) Suspend Your entitlement to the Services;
(B) Calculate the total amount outstanding to GrainCorp and/or its Related Bodies Corporate, including all Fees, Costs, interest and other amounts;
(C) Identify by Grade, quantity and/or location, a portion of Your Accounting Stock using fair market value that is commensurate with the sum of Fees, Costs, interest and other amounts owing to GrainCorp, and do any of the following:
i. Hold that portion of Your Accounting Stock; and/or
ii. Transfer that portion or any part thereof of that Accounting Stock to itself in satisfaction of the sum of Fees, Costs, interest and other amounts owing to GrainCorp (or a portion thereof); and/or
iii. Be at liberty to sell that portion of Accounting Stock and:
1. Apply any proceeds of sale to the total sum owing; and
2. If applicable, return any surplus fund to You.

6. STANDARD FEES

What Fees apply for Reveal?

- (a) Subject to (b) and (c) below, Reveal Fees payable by You during the Current Season are as set out in Table 1 below.
(b) You acknowledge and agree that the Fees in Table 1 will be levied against the un-shrunk Reveal Tonnage at a GrainCorp Storage.



- (c) All other Fees will be levied against the Shrunk Receival Tonnage.
- (d) The Fees in Table 1 will be levied for all ex-farm Grain delivered to a Port Terminal that is not received under a Movement Request (that is, Grain delivered using a Grower Registration Number).

**TABLE 1**

Grain	Applicable Grade*	Fee per Tonne
Wheat	Standard	\$7.40
Wheat	Durum	\$9.49
Wheat	Noodle/Soft	\$9.49
Wheat	Special	\$9.49
Barley	Feed	\$7.40
Barley	Food and Malt	\$9.49
Canola	All	\$11.94
Pulses	Standard	\$11.94
Sorghum	Standard	\$7.40
Oats	All	\$11.94
Other cereals (except maize millet and rice)	All	\$11.94
Other oilseeds (except cotton seed, soybeans, linseed)	All	\$11.94

(\*) where:

1. *Standard grades noted are those nominated by GrainCorp in accordance with Commodity Standards; and*
2. *Special or customer grades are those grades other than standard grades including grades for segregation requested before or during the harvest and agreed between You and GrainCorp; and*
3. *Food grade barley is any barley variety that may be classified as such under the Commodity Standards or Barley Australia Standards, or as between You and the Customer.*

**What Fees apply to Storage/warehousing?**

- (e) Storage Fees payable by You during the Current Season are set out in Tables 2 & 3:

**TABLE 2**

Season	Grain and Oilseeds (excluding sorghum)	Fee per Tonne
Current Season	All Grains	\$1.62
Old Season	All Grains	\$2.61

Where, the following Fees are applicable from 1 March 2017:

**TABLE 3**

Season	Sorghum	Fee per Tonne
Current Season	Sorghum in Storage 1 January 2018 to 31 December 2018; and Sorghum post 1 October 2017 (Winter)	\$1.62
Old Season	Sorghum in Storage 1 January 2017 to 31 December 2017	\$2.61

- (f) You acknowledge and agree that where appearing in Tables 2 and 3:

- (i) The Fees apply to Shrunk Tonnes;
- (ii) In respect of Accounting Stock the subject of a Transfer, the Fees will be calculated from the Business Day immediately following the Transfer;
- (iii) You are liable to pay the Storage (or warehousing) Fee each Month Your Accounting Stock is stored in a GrainCorp Storage including any period during which it is consigned from a GrainCorp Storage and in transit to another GrainCorp Storage, up until the date Title in the Accounting Stock is Transferred to another party, who upon that Transfer, will become liable for the Storage Fee thereafter;
- (iv) Accounting Stock not Transferred by midnight on the last Business Day of the Current Season shall become Carry Over Accounting Stock;
- (v) In respect of Your Carry Over Accounting Stock, the Carry Over Storage Fees are payable (see: Table 2 - Old Season Fee applicable)

**What Outload Fees apply during Business Hours?**

- (g) The Outload Fee of \$6.66 per Tonne payable for Outload during Business Hours (whether for domestic or export).

**What Outload Fees apply After Hours?**

- (h) In addition to the Fees in clause 6(f) above, further Fees apply for Outload during After Hours:
  - (i) GrainCorp Storage opening Fee of \$424.00; and
  - (ii) Handling surcharge of \$1.55 per Tonne.

**What is the Fee for rail access?**

The Fees in Table 4 apply to rail access:



TABLE 4

Line	Fee per Tonne	Calculation
Benalla to Oaklands	\$0.30	Fee payable is determined by either the train destination net Receival weight or average assessed net weight, whichever is the greater

7. OTHER FEES

**What Fees are payable on a Transfer of Accounting Stock which is the subject of a Grower Warehousing Agreement (Grower Warehouse Title Transfer)?**

- (a) Where Accounting Stock:
  - (i) is Transferred to You (as buyer) from a Customer (as seller); and
  - (ii) the Accounting Stock that is Transferred was the subject of a Grower Warehousing Agreement,  
You must pay to GrainCorp all:
    - (A) Fees in respect of that Accounting Stock relating to the period before and after the Transfer as shown on the Grower Warehouse Grain Title Transfer Form; and
    - (B) All Outloading Fees and all other Fees, charges and other moneys payable to GrainCorp in respect of the Transfer relating to the period after the date of the Transfer.

**What Fees are payable on a Transfer of Accounting Stock to You (Buyer to Buyer Transfer)?**

- (b) If Accounting Stock:
  - (i) is Transferred to You (as buyer) from a Customer (as seller); and
  - (ii) the said Accounting Stock is the subject of this Agreement,  
You are liable for all Outloading Fees and all other applicable Fees payable to GrainCorp in respect of the Transfer relating to the period after the date of the Transfer.

**What Fees are payable on a Transfer of Accounting Stock from You (Buyer to Buyer Transfer)?**

- (c) If Accounting Stock:

- (i) is transferred from You (as seller) to a Customer (as buyer); and
- (ii) the Accounting Stock that is transferred was the subject of this Agreement,

You are liable to pay, prior to the date of Transfer, all unpaid Fees including Receival fees, Storage fees and any other unpaid amounts payable to GrainCorp in respect of the Accounting Stock the subject of the Transfer up to and including the date of Transfer.

**What Fees are paid for throughput?**

- (d) Where Grain is delivered by road or rail to a GrainCorp Storage, the following Fees apply:
  - (i) From a third-party storage; or
  - (ii) As a consignment for the purpose of short term Storage and elevation to road or rail transport:
    - (A) A ‘throughput’ Fee calculated on the Tonnage Received at the GrainCorp Storage to be determined by GrainCorp on Your application; and
    - (B) A Storage Fee (POA) per Tonne per week where:
      - i. That Fee will be calculated based on the Tonnage of Grain held at the GrainCorp Storage on the seventh (7) Calendar Day after Receipt of the first consignment; and
      - ii. That Fee will be charged on a weekly basis (not pro-rated), notwithstanding that the Grain may be held for only part of a week; and
    - (C) A Fee for Outload calculated in accordance with clause 6(f) and 6(g) above.

**What Fees are payable if You move accounting Stock between GrainCorp Storages (“Site to Site” Transfer)?**

- (e) You are liable to pay the following Fees where, at Your request, Your Accounting Stock is moved by road or rail from one GrainCorp Storage (first Site) to another GrainCorp Storage (Second Site):
  - (i) The Receival Fee at first Site;
  - (ii) Any Storage Fee for incurred at the first Site to date; plus
  - (iii) The Receival Fee incurred at the Second Site in Table 5, calculated on the Tonnage of Grain Received at the Second Site; and



TABLE 5

Method of Transfer	Fee per Tonne
Rail	POA
Road	POA

(iv) the Fee for Outload (Second Site),

where You are liable for the cost of transport for all Grain transported as a site to site Transfer.

**What Fees are Payable for additional harvest intake samples?**

(f) Requests for additional harvest intake sample at GrainCorp Storage/Grade or Grade/Port Zone is \$53.50/kg.

**What Fees are payable by You for re-delivery of previously rejected Grain at another site?**

(g) In circumstances where:

- (i) Your Accounting stock is Outloaded (Grain) from a GrainCorp Storage and is subsequently rejected at its nominated delivery destination for alleged quality non-conformation; and
- (ii) The same Grain is tendered for re-delivery to a GrainCorp Storage and is retested and it is determined by GrainCorp, in its discretion, that it is within the relevant contract specification/Grade, You are liable to pay a Fee of \$7.95 per Tonne.

**What additional Fees are payable for Receivals at GrainCorp Storage at Cunnigar New South Wales?**

(h) Until further notice all Receivals at GrainCorp Storage at Cunnigar New South Wales will be subject to a levy of \$5 per tonne (excluding GST) payable by you, resulting from the upgrade of the GrainCorp Storage facilities at Cunnigar. This levy will be calculated on 31st March and 30th September each year and a Tax Invoice will then be issued for the amount due.

**What other Fees might You have to pay?**

(i) Other Fees include:

- (i) For Transfer of Title in Grain, \$0.28 per Tonne, payable on Transfer;
- (ii) For amendment of a receipt where that amendment relates to registration, contract number or a subsidiary of You, \$37.20;

(iii) For the provision of a shipping and domestic quality certificate, \$32.00 per certificate; and

(iv) any other Fee notified to You by GrainCorp from time to time.



## 1. INTERPRETATION

Unless the contrary intention appears:

- (i) The singular includes the plural and vice versa;
- (ii) A reference to a law includes its regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) The word 'person' includes a firm, a body corporate or politic, unincorporated association or an authority;
- (iv) A reference to a 'person' includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (v) A reference to 'You' includes all iterations such as 'Your';
- (vi) The use of the words 'including', 'includes', 'for example' or 'such as' does not limit the meaning of the words to which the list relates, to those items or to items of a similar kind;
- (vii) A reference to a term, clause, table, Part, is a reference to a term, clause, table, Part of this Agreement;
- (viii) The use of the word 'term' refers to all terms and conditions of this Agreement;
- (ix) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly or severally; and
- (x) The use of the word 'discretion' by a party refers to the power of choice exercised by that party which is absolute and final.

## 2. DEFINITIONS

Capitalised terms have the following meaning:

**Accounting Stock** means the quantity of a Grade of Grain that is or was in a GrainCorp Storage during the Term, calculated in accordance with the Accounting Stock Calculation and recorded in GrainTransact/CropConnect and

**Accounting Stock Calculation** means the method by which Accounting Stock is calculated, determined by the following formula:

$$AS = (RT - S) + (TT - TF) + (RG + TS) - TO$$

Where:

**AS** means Accounting Stock

**RT** means Tonnes Received or Transferred

**S** means Shrink

**TT** means Tonnes transferred to You

**TF** means Tonnes transferred from You

**RG** means the net of reclassified Grades

**TS** means the net of site to site or transshipped Tonnes

**TO** means the amount of Tonnes Outloaded

**ADC** means the Australian Disputes Centre, located at Level 16, 1 Castlereagh Street, Sydney, NSW 2000.

**ADR** means alternative dispute resolution.

**Adverse Weather** refers to any meteorological phenomena which directly or indirectly inhibits or restricts Services.

**After Hours** means hours that are not Business Hours.

**Agreement** means this Agreement as defined by clause 2 of Part A.

**Applicable Grade** means the Grade of Grain which will be one of either a Standard Grade, Special Grade, food grade or Customer Grade.

**ALD or Assigned Load Date** means the date assigned by GrainCorp following receipt of advice from a Customer being the estimated time of arrival of a vessel (in accordance with the applicable Port Protocol and Port Terminal Service Agreement for the Port Terminal), which determines the order in which vessels will be loaded within a CEP.

**AUD** means Australian dollars/currency.

**Authorised Officer** means a specially trained individual who performs specific export inspection functions in accordance with Australian export legislation.

**ATL or Authority to Load** means an authority to load issued by the marketer of the grain.

**Booking ID** means the tracking order created by GrainCorp to acknowledge the Movement Request.

**Business Day** means a Calendar Day that is not a Saturday, Sunday or a public holiday or bank holiday in the State or Territory concerned.

**Business Hours** means the operation hours at GrainCorp Storages namely:

- (a) 7:00am to 3:00pm on a Business Day where one (1) shift is in operation; or
- (b) 7:00am to 11:00pm on a Business Day where two (2) shifts are in operation; or
- (c) Hours as determined and advised by GrainCorp from time to time.



**Business Record** means any record created/received by You or on Your behalf in routine transaction of Your business or in pursuance of its legal obligations.

**Buyers Guide** means the document headed 'Buyers Guide' published on the Website.

**Buyer to Buyer Transfer Form** means the form for the Transfer of Grain entitled "Buyer to Buyer Transfer Form".

**CAP** means cargo assembly plan which complies with Part B, clause 3(p).

**Calendar Days** means any given day of the year.

**Carbon Scheme** means any law or Regulation of any jurisdiction or any requirement or condition of a license, permit, governmental consent or approval with respect to the production or emission of, or to reduce, limit, cease, prevent, offset or sequester greenhouse gas emissions, including without limitation, any trading scheme or tax for the management or reduction of greenhouse gas emissions or concentrations.

**Cash Buyer Limit** means the maximum Tonnage of Grain to be purchased at a GrainCorp Storage or in a Port Zone as elected by You in GrainTransact/CropConnect.

**Cash Price** means the price offered for Grain held in a GrainCorp Storage.

**Change in Law** means the repeal, amendment, introduction or change in any applicable law (including any Carbon Scheme) or tax of any jurisdiction or the change or introduction of any license, directive, regulations or rules of a government agency or port corporation.

**Claim** means any allegation, demand, claim, suit, action, proceeding, damage, Loss, Cost, expense or liability incurred by or made recoverable against a person, however arising, whether present, immediate, actual, contingent or future.

**CLEAR** means the electronic platform operated by NZX Holding No. 4 Limited trading as CLEAR Commodities.

**CNA** means Cargo Nomination Advice as defined in both the Bulk Wheat and Bulk Grain Port Terminal Services Agreements and is the application submitted to GrainCorp via the Workflow Online Platform by Customers seeking to book grain Elevation Capacity at one or multiple GrainCorp grain export Port Terminals.

**Commencement Date** means the earlier of the beginning of the Current Season or the first date that GrainCorp provides You with the Services.

**Commodity Standards** means the trading standards published on the GrainCorp Website used to determine the Grade of Grain.

**Confirmed Elevation Period** or **CEP** means the Elevation Period in which Elevation Capacity is confirmed as being accepted by a Customer at a particular Port Terminal.

**Contamination/Contaminated** means the presence (in Grain) of any noxious or objectionable odours or biological material, or the presence of any chemical residues including Grain fumigants above the maximum residue limit, or the presence of any material or substance that could reasonably be determined to be a food safety hazard, or any substance or material defined as a contaminant in relevant Commodity Standards or contract specifications.

**Consequential Loss** means any indirect, special, incidental or consequential loss, any loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings and any increased operating costs suffered by or incurred by any person, whether arising in contract or tort (including negligence) or under any statute, arising out of or in connection with this Agreement.

**Co-owner** means GrainCorp, You and/or any Customer who has stored or is storing Grain at a GrainCorp Storage.

**Cost** means all properly incurred legal or mercantile fees (on an indemnity basis) plus disbursements and any other cost, expense, or charge.

**Current Season** means the season year (being twelve consecutive months) specified in the General Details and:

- (a) For all Grain except sorghum, means the period commencing:
1. In respect of Central Queensland, on 1 August of that year;
  2. In respect of Southern Queensland and Northern NSW, on 1 September of that year;
  3. In respect of Southern NSW and Victoria, on 1 October of that year.
- (b) For sorghum, the period commencing on 1 January of that year.

**Customer** means a person who is a party to this Agreement.

**DAWR** means the Commonwealth Department named Department of Agriculture and Water Resources or similar government body that governs Australia's quarantine and inspection service.

**Demurrage Cost** means the hourly rate of \$125 to a maximum daily rate of \$1,500 being 12 hours in any given 24-hour period (not pro-rated), calculated on and from the 3 hour following Your lodgment of a compliant Disputed Grain Notification to and including the time of





GrainCorp's determination under clause 8(e) or 8(f) of Part C.

**Disputed Grain** means Stored Grain which on Outload is subject to a dispute by a Customer due to it being Out of Specification.

**Execution Date** means the date this Agreement is signed by You and witnessed.

**Export Direct Services** means execution services associated with the export of a Customer's Accounting Stock where the said Customer is also party to GrainCorp's Export Direct Services Agreement for the Current Season.

**Feed End User** means any business utilizing Grain for purposes other than human consumption.

**Fees** means all fees, costs, tariffs, expenses, charges or levies payable by You for the supply of the Services.

**Forecast of Intention to Outload** means a Customer's forecast of intended Outload following the week of execution under an Order to Outload.

**Freight Differential** means the per Tonne difference in the cost of execution between an Origination Site and the Outload Site to the nominated Destination on Your Order to Outload as determined by GrainCorp in the 'GNC Swap Differentials' published on the GrainCorp website.

**Genetically Modified/GM** means plant or animal material whose genetic code has been artificially altered in order to give it specific characteristics.

**Grade** means the classification of Grain applied by GrainCorp in accordance with the Commodity Standards.

**Grain** means Wheat, durum, barley, canola, oats, rye, triticale, legumes and pulses, rice, oilseeds (other than canola), sorghum, maize and cotton seed (and any other type of grain or seed as notified by GrainCorp from time to time).

**GAP or Grain at Port** means the date the Customer reasonably expects all grain to be delivered to a Port Terminal for Outload onto a bulk vessel or container.

**GrainCorp** means GrainCorp Operations Limited (ABN 52 003 875 401).

**GrainCorp Logistics** means the division of GrainCorp overseeing logistics, contactable on (02) 9325 9111.

**GrainCorp Transaction Documents** means all documentation contemplated by this Agreement which are required to be completed, lodged or followed by the parties or any electronic equivalent, replacement or other document as notified to Customers.

**GrainCorp Technical Services** is the division within GrainCorp responsible for all aspects of quality assurance of Store Grain contactable via email at: gcsamples@graincorp.com.au

**GrainCorp Shipping Workflow** means GrainCorp's on-line platform whereby exporters book Elevation Capacity and submit all details relevant to an export shipment.

**GrainCorp Storage** means the Grain storage facilities operated by GrainCorp excluding storages at Port Terminals.

**GrainCorp Website** means www.graincorp.com.au

**GrainTransact/CropConnect** means the electronic stock management system operated by GrainCorp.

**Grower** means any legal entity or individual with a Grower Registration Number.

**Grower to Buyer Warehouse Title Transfer Form** means the form for Transfer of Grain the subject of Grower Warehousing Services from a Grower headed "Grower to Buyer Warehouse Title Transfer Form".

**Grower Registration Number** means the registration number issued to a Grower by GrainCorp or the National Grower Register.

**Grower Return** means a request by a Grower for Outload of Accounting Stock the subject of Grower Warehousing Services.

**Grower Warehousing Services** means the services provided under the GrainCorp Grower Warehousing Agreement including storage of Grain pursuant to that agreement.

**Grower Warehouse Agreement** means the agreement between GrainCorp and a Grower titled Grower Warehousing Agreement.

**GST** has the same meaning as in section 195.1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

**GTA** means Grain Trade Australia Limited.

**Sampling and Testing Methods** means the approved method of sampling and testing of Grain as published by GTA.

**Independent Laboratory** means an agreed Testing Facility or in the absence of an agreement, Australian Superintendents Company Pty Limited or "ASC".

**Interest** means the proprietary right held by a Co-Owner in the Stored Grain which is equivalent to the percentage of the Grain of the relevant Grade that was Received on behalf of the Co-Owner or Transferred to the Co-Owner.

**Loss** means any loss including any Consequential Loss, liability, damage, Costs, charge, expense, diminution in



value or deficiency of any kind or character which a party pays, suffers or incurs or for which a party is liable.

**Low Level Presence** means the unintended presence of a GM variety of Grain in a non-GM variety of Grain, whether known or not.

**Mass Limit** means the applicable legal mass limit for heavy vehicles in the State or Territory the vehicle is operating.

**Minimum Tonnage Threshold** means 500 Tonnes.

**Month** means a calendar month.

**Movement Request** means a request or order from a Customer or You to Outload Grain from a GrainCorp Storage.

**Next Season** means the season immediately following the Current Season.

**Nil** means less than 0.05% by weight of defects or contaminants.

**Non-GrainCorp Storages** means a Grain storage and handling facility other than a GrainCorp Storage or Port Terminal.

**Old Season** means the season/s preceding the Current Season.

**Other GrainCorp Agreements** means the Grower Warehousing Agreement, the Bulk Wheat and Non-Wheat Port Terminal Services Agreement and the Bulk Wheat and Bulk Grain Port Terminal Services Protocols for Exempt and Non-Exempt Port Terminals, for the Current Season.

**Out of Specification** means Stored Grain the subject of Outload that does not conform to the applicable Commodity Standard.

**Outload or Outloaded** means the process of moving Stored Grain from a GrainCorp Storage into a road or rail vehicle.

**Outload Tonnage** means the quantity of Tonnes of Stored Grain which is Outloaded from a GrainCorp Storage.

**Outload Site** means either the Origination Site nominated by You in an Order for Outload or the alternate GrainCorp Storage allocated under Part B, clause 3(j).

**Order to Outload** means a 7 Calendar Day execution plan prepared and submitted by a Customer in accordance with Part B, clause 3.

**Origination Site** means the GrainCorp Storage at which a Customer's Grain was Received or Transferred.

**Permitted Security Interest** means a Security Interest whereby the Transfer of Grain between You and a

Customer has taken place in accordance with this Agreement but subject to a retention of Title.

**Pesticide Residue Free** means Stored Grain that has not been treated by GrainCorp with contact pesticides.

**Pesticide Residue Restricted** means Stored Grain that is selected, tested and Outloaded to a pesticide level which varies from the maximum residue limited prescribed by the Australian Pesticides and Veterinary Medicines Authority and the Food Standards Australia and New Zealand.

**Physical Stock** means physical Grain comprising Stored Grain located either at any GrainCorp Storage or any Port Terminal or that is in-transit via either road or rail.

**Port Block-out** means a situation where a Port Terminal is unable to either receive additional grain and/or load grain onto a waiting vessel due to a delay in the loading of the previous vessel caused by circumstances such as the previous vessel(s) failing regulatory survey, the grain to be loaded failing AQIS requirements or a disruption in the upcountry supply chain.

**Pool Price** means a price offered for Grain held in a GrainCorp Storage where Title to that Grain is Transferred pursuant to a GrainCorp pooling sale contract (which among other things, provides for a part payment of an estimated return for the Grain over a period of time).

**Port Protocols** means the protocols that apply to the provision of access to Port Terminals and the handling of regulated Grain and other non-regulated grains through these Port Terminals.

**Port Terminal** means any or all of GrainCorp's seaboard terminals at Gladstone, Mackay, Fisherman Islands, Newcastle, Port Kembla, Geelong and Portland.

**Port Terminal Services** means services provided at any Port Terminal which are governed by the Port Protocols.

**POA** means price on application.

**PPE** means personal protective equipment as specified by GrainCorp from time to time.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) or any replacement.

**Receival/Received/Receive** means the process of receiving Grain for storage and/or handling at a GrainCorp Storage including assessing the quality and classifying the Grain.

**Receival Docket** means a receipt issued by GrainCorp on Receival which specifies, among other things, the Receival Tonnage and records declarations by You or on Your behalf.



**Receival Tonnage** means the weight of Grain received from You, a Customer or a Grower at a GrainCorp Storage.

**Reclassified Grain** means Stored Grain that has been assessed by GrainCorp and reclassified to a Grade that is different from the Grade on Receival.

**Reclassification Grain Indemnity Formula** means the method by which the parties agree to calculate an indemnity amount for Claims relating to Reclassified Grain as follows:

$$Tx (P-V)$$

Where:

T is the Tonnes of Grain Reclassified to a different Grade

P is the fair market value of the non-Reclassified Grain on the date of the Claim

V is the fair market value of the Reclassified Grain on the date of the Claim.

**Re-Grade** means the re-grade and/or re-season of a Customer's Accounting Stock under this Agreement.

**Related Entities** has the same meaning given to it in the *Corporations Act 2001* (Cth).

**Revised Commencement Date** means the Commencement Date for a varied version of this Agreement as outlined in clause 9.

**Security** means an irrevocable, unconditional and continuing bank guarantee or security deposit in favour of GrainCorp.

**Security Interest** has the meaning given to it in the PPSA.

**Severe Weather** refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life.

**Services** means the services supplied by GrainCorp to You pursuant to this Agreement.

**Shrink/Shrunk** means the allowance for loss in weight of Stored Grain that occurs during the Storage and handling process.

**Stock Availability Report** means the report regarding the availability of Stored Grain in GrainCorp Storages accessible on GrainTransact/CropConnect.

**Stock Information** means details of Your (or another Customer's) Accounting Stock which may include site by site quality data, Grain availability information and other information as determined by GrainCorp in its discretion.

**Store/Storage/Stored** means the storage/warehousing of Grain at a GrainCorp Storage.

**Storage Fee** means the storage fee set out in Part E.

**Stored Grain** means Grain that is Received at a GrainCorp Storage.

**Swap Differentials** means the current matrix published on the GrainCorp Website used to calculate Freight Differentials applicable to Stock Swaps.

**Tax Invoice** has the same meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Term** means the period on and from the Commencement Date to the Termination Date.

**Termination Date** means the later of, 30 September or the end of the Current Season.

**Third Party Port Terminal** means a port terminal other than a Port Terminal.

**Title** means a Co-Owner's Interest in Stored Grain.

**Title Transfer Fee** has the meaning set out in clause 7 of Part E.

**Transfer** means the process of transferring Your Interest, in whole or part, to another Customer.

**Tonnes/Tonnage** is a reference to metric tonnes.

**Truck Time Slotting** means the process provided by GrainCorp to book time slots at GrainCorp Storages for arrival and loading and/or unloading of Grain.

**Uncommitted** means Accounting Stock over which no lien or pending Order to Outload or CEP exists.

**Validation of Order to Outload** means confirmation of the Order to Outload and Wagon Loading Plan.

**Variation Request** means the request by You which substantially conforms to GrainCorp's variation request template, available on request from GrainCorp.

**Wagon Capacity** means the total mass weight of Wheat and Non-Wheat that can be loaded into a rail wagon class that does not exceed the legal loading limit as set by the relevant authority.

**Wagon Loading Plan** means the rail transport provider's loading plan with respect to legal weight limits or loads of each rail wagon type presented for loading, the sequence of wagons and shunt plan.

**Wheat** means for the purposes of any port access regulation, *Triticum aestivum* and *triticum duri* (*durum*) and in all other instances, *triticum aestivum* only.