
GrainCorp Bulk Wheat and Bulk Grain Port Terminal Protocol Guidelines

**GrainCorp**

GRAINCORP OPERATIONS LIMITED

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BULK WHEAT and BULK GRAIN PORT TERMINAL PROTOCOL GUIDELINES

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Appended as an Annexure to: GrainCorp Port Terminal Protocols

Any terms not defined in these Guidelines have the same meaning as those defined in the GrainCorp Bulk Wheat Port Terminal Services Agreement and / or the Bulk Grain Port Terminal Services Agreement (Non-Wheat) and the Port Terminal Protocols for the relevant season.

Application

These Guidelines apply to the Port Terminal Services Protocols for the handling of regulated grain (bulk wheat) and to other non-regulated grains handled through port terminals owned by GrainCorp.

Terms and Acronyms

Acknowledgement of Acceptance (AOA). GrainCorp will forward an AOA to a customer following receipt and approval of a CNA. By sending an AOA to a customer, GrainCorp is making an 'offer' to confirm the booking of elevation capacity at a particular terminal during a particular elevation period. By accepting an AOA, the customer is agreeing to pay the relevant booking fee and assuming responsibility for advising GrainCorp of the manner in which elevation capacity is to be supplied.

Booked Elevation Capacity. This is elevation capacity booked by a customer, following completion and return to GrainCorp of an acknowledgement of acceptance. Elevation capacity booked by a customer in a confirmed elevation period can consist of one or more 'lifts' of 'cargos' onto vessels.

Booking Fee. This is the per tonne fee a customer is liable to remit to GrainCorp once they acknowledge and accept an offer of elevation capacity by completing and returning an AOA.

CNA. This is the application submitted to GrainCorp via the online workflow platform by customers seeking to book grain elevation capacity at one or multiple GrainCorp grain export terminals.

Confirmed Elevation Period (CEP). This is the period of time in which elevation capacity is confirmed as being accepted by a customer, and will be available at a particular terminal. The Confirmed Elevation Period can a period of one month, commencing on either the first or the fifteenth day of a calendar month, or a 15 day period within the confirmed elevation period as nominated no less than 28 days prior to the commencement of the confirmed elevation period.

Elevation Capacity. This is the number of tonnes of grain cargo elevation GrainCorp agrees to provide a customer at a particular time during a particular period.

Requested Elevation Period (REP). This is the period in which a customer has requested grain elevation capacity. The Requested Elevation Period can a period of one month, commencing on either the first or the fifteenth day of a calendar month or a period of any 15 days within the confirmed elevation period as nominated no less than 28 days prior to the commencement of the elevation period.

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Important Directions

Customers must ensure that **all requests** relating to the provision of port terminal services by GrainCorp are in the following form,

- a) Elevation capacity booking, acknowledgements of acceptance, amendments to CNA's, 21 day ETA nomination, 10 day Vessel nomination, and other related matters, **MUST** be submitted via the workflow platform, or
- b) Any other requests should be either submitted in writing, or if following a verbal conversation, confirmed in writing prior to action.

As a provider of port terminal services GrainCorp is subject to audit by both Wheat Exports Australia and the ACCC. Therefore, GrainCorp must ensure that all actions relating to the provision of port terminal services are recorded and that an 'audit trail' is established.

GrainCorp staff have been instructed not to act on, or confirm, any verbal instruction from customers unless those instructions are confirmed in writing or via the workflow system.

1 Clause 2 - Cargo Nomination Application Procedure – 28 Day Rule

Should a client fail to consult with GrainCorp in compliance with Clause 2, any CNA submitted within the 28 day period will be automatically rejected.

2 Clause 3 – Cargo Nomination Application**2.1 Changing the 30 Day Confirmed Elevation Period**

A customer may request to change their Confirmed Elevation Period from a period of one month to a shorter period being any consecutive 15 days within the confirmed elevation period by,

- a) Consulting with GrainCorp Logistics and discussing the details of the change to the Confirmed Elevation Period required by the customer.
- b) Amending the relevant CNA in workflow and submitting the request to GrainCorp.

A request to change a Confirmed Elevation Period must be lodged no later than 28 days prior to the first day of the confirmed elevation period requested by the customer.

GrainCorp will assess any request to change a Confirmed Elevation Period against Clause 6.5 of the Protocols, and will consider the following,

- a) The unbooked elevation capacity available at the relevant terminal.
- b) The possible impact on other customers.

In making a decision on a request for the movement of elevation capacity to another elevation period, priority will be given to customers that already have capacity booked in a particular period.

3 Clause 6 - Execution of Elevation Capacity

Elevation capacity will not be executed prior to the first day of a confirmed elevation period, and must be executed before the last day of a confirmed elevation period.

If a customer is unable to execute confirmed elevation capacity within the confirmed elevation period plus 5 business days immediately following the confirmed elevation period due to circumstances within their control, or within another elevation period to which elevation capacity has been moved, the booking fee related to any unused elevation capacity will be forfeited. For clarity the booking fee will not be cancelled or forfeited under clause 25 of the protocols within the confirmed elevation period plus 5 business days immediately following the confirmed elevation period.

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Elevation capacity booked between 1st October and 30th September (the shipping year) **must be used** within that shipping year.

Elevation capacity not executed during a shipping year **cannot be carried** forward into the next shipping year.

Any booking fees related to unused elevation capacity **will be forfeited** after the end of a shipping year (30th September).

4 Clause 8 - Amending an Acknowledgement of Acceptance

If a CNA is accepted, the customer will be sent an Acknowledgement of Acceptance (**AOA**) (Ref. Clauses 7 and 8 of the Protocols).

A customer is only able to either **accept or reject** the offer of elevation tonnage made by GrainCorp. No amendments to the requested elevation tonnage can be made on an AOA.

4.1 Elevation Booking Fee and Actual Elevated Tonnage

Where a customer received executed elevation capacity and the total tonnage elevated is **less** than the booked tonnage for which a booking fee has been paid, GrainCorp will rebate to the customer an amount at the relevant booking fee rate equivalent to the difference between the booked tonnage and the actual elevation tonnage, up to an amount not exceeding 10% of the original booking fee amount.

Where a customer receives executed elevation capacity and the total tonnage elevated is **more** than the booked tonnage for which a booking fee has been paid, GrainCorp will invoice the customer an amount at the relevant booking fee rate equivalent to the difference between the actual tonnage elevated and the original booking fee.

4.2 Reducing Cargo Nomination Application (CNA) Elevation Tonnage

To **decrease** the elevation tonnage requested for a particular elevation period, a customer must firstly accept an AOA and then submit an amended CNA via the GrainCorp Workflow system to reflect the reduced elevation tonnage required. GrainCorp will then assess the amended CNA against criteria noted in Clause 6 of the Protocols, with particular reference to Clause 6.5.

Note. Reducing the requested elevation tonnage does not reduce the liability for the booking fee applied to the original CNA. The amount that represents the difference between the CNA tonnage and any subsequent reduction to the requested elevation tonnage made by a customer **will be forfeited**.

4.3 Increasing Elevation Tonnage

To **increase** the elevation tonnage requested for a particular elevation period, a customer must firstly accept an AOA and then submit an amended CNA via the GrainCorp Workflow system for the additional elevation tonnage required.

Customers should consult the GrainCorp shipping stem prior to submitting additional requests for elevation tonnage, to ensure that the relevant terminal has sufficient capacity to meet additional demand in the required elevation period.

GrainCorp will assess an amended CNA against criteria noted in Clause 6 of the Protocols, with particular reference to Clause 6.5.

Should sufficient grain elevation capacity be available, GrainCorp will send to the customer an AOA relating to the CNA requesting additional elevation capacity.

If a customer accepts the offered elevation capacity, they will be **liable to pay a booking fee** equal to the total of the additional elevation tonnage requested (Refer to Clause 8 of the Protocols).

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4.4 Managing Booked Elevation Capacity

A customer that has accepted elevation capacity by accepting any or all AOA's sent to them by GrainCorp, has 'booked elevation capacity'.

Once elevation capacity has been booked, the period of time in which the capacity is to be delivered becomes the Confirmed Elevation Period.

Booked elevation capacity can be divided by the Customer into more than one parcel during the confirmed elevation period. For example if a customer has confirmed elevation capacity of 50,000 T in one elevation period, they can elect to have that capacity delivered as multiple lifts into multiple vessels.

Booked elevation capacity **cannot be increased by dividing the booked capacity into multiple lifts** and adding the +10% cargo allowance to each multiple. Multiple lifts shall collectively equal no more than the sum of the booked elevation capacity.

If a customer wishes to divide booked elevation capacity into multiple lifts, they must,

- a) Contact GrainCorp shipping operations in Toowoomba and provide advice on their intentions.
- b) Amend existing CNA's to reflect the change in vessel tonnes
- c) Submit new 'supplementary' CNA's via workflow for the relevant tonnages, making note of the reference number of the existing original CNA that refers to the booked elevation capacity that appears on the shipping stem.
- d) Ensure that GrainCorp shipping operations in Toowoomba is aware of the request of the customer.

GrainCorp will then assess the 'supplementary' CNA(s) against Clause 6 of the Protocols. Acknowledgement of Acceptance(s) will be forwarded to the customer after the assessment of the CNA's is complete.

The ability of GrainCorp to divide booked elevation capacity into multiple lifts during confirmed elevation period will depend upon other elevation bookings during that period.

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5 Clause 10 - Time Period for Assigning a Load Date

On receipt of the nomination of a vessel ETA GrainCorp will issue the Client with an Assigned Load Date **by the end of the business day following the day of receipt of an ETA nomination.**

6 Clause 11 - Estimated Time of Arrival (ETA) Nomination – Minimum 21 Day Notice

The ETA nominated by the customer must be within the Confirmed Elevation Period. Refer to Guideline 2.

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7 Clause 14 - Request for a change to Load Port and/or Confirmed Elevation Period

A customer may seek to make a Load Port and/or Confirmed Elevation Period change to a CNA shown as 'Approved' on the GrainCorp shipping stem by,

- a) Consulting with GrainCorp Logistics and discussing the details of the change to the Load Port and/or Confirmed Elevation Period required by the customer.
- b) Amending the relevant CNA in workflow and submitting the request to GrainCorp.

A request to change a Confirmed Elevation Period and/or Load Port must be lodged no later than 21 days prior to the nominated estimated time of arrival (ETA) of a vessel. Refer to Clause 9 and 14 of the Protocols.

Assessment of a request to make a Load Port or Confirmed Elevation Period change will be made subject to all relevant clauses in these Protocols, including Clause 6.

8 Clause 15 - Vessels Arriving Outside the Confirmed Elevation Period – No Amendment to Assigned Load Date Requested

If a vessel presents for loading no more than 5 business days after the end of a confirmed elevation period, and ***no amendment to the confirmed elevation period or the assigned load date has been requested***, the following will apply:

- a) The customer will forfeit their assigned load date and in the event of there not being available capacity in the subsequent elevation period the booking fee will also be forfeited.
- b) GrainCorp may assign a new Load Date using Clauses 6.5 and 10.3 of the Protocols as a guide.
- c) Loading priority will be given to vessels that have booked elevation capacity in the relevant elevation period.
- d) GrainCorp will apply the Additional Terminal Storage Fee of \$0.51 / T per day to the total tonnage of an assembled cargo for each day from the first day of the elevation period following the confirmed elevation period until the commencement of vessel loading.

GrainCorp will not apply the abovementioned fee where delays caused by rain, terminal mechanical failure or other factors that can reasonably be described as relating to the failure of GrainCorp to meet the assigned load date may be the cause of a vessel rolling-back into a following elevation period.

9 Clause 22 - Vessel Failing Survey

Where a vessel fails quarantine or marine survey(s) and loading is delayed until the elevation period following the confirmed elevation period, the following will apply.

- a) On the eleventh day after the original assigned load date, GrainCorp will apply the Additional Terminal Storage Fee of \$0.51 / T per day to the total tonnage of the assembled cargo until the commencement of vessel loading.
- b) GrainCorp will assign a Load Date using Clauses 6.5 and 10.3 of the Protocols as a guide.

Where a vessel is unable to load until an elevation period following the end of a confirmed elevation period, loading priority will be given to vessels that have booked elevation capacity in the relevant elevation period.