

Grower Warehousing 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: 2023/24

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 or by mail, to our address appearing above. If you have any queries regarding these instructions or the Agreement generally, please call us on 1800 809 482.*

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.

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1. BACKGROUND & COVERAGE

- (a) This Agreement governs the basis on which GrainCorp supplies the Services to You.
- (b) This Agreement applies to the Services where the following has or is to occur:
 - (i) Receipt;
 - (ii) Storage and warehousing 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.
- (c) This Agreement does not apply to Port Terminal Services or Country Storage and Handling Services.
- (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,
 - (i) You will be deemed to have unconditionally accepted its terms on and from the Commencement Date; and
 - (ii) for the purposes of the PPSA, You will be deemed to have accepted its terms on and from the first date that GrainCorp provides You with the Services.
- (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 Grower Warehousing Agreement.
- (g) Notwithstanding anything to the contrary in this Agreement, if You enter, or are deemed to have entered, into the Next Season's Grower Warehousing Agreement or any other agreement that supersedes this Agreement (the "**Subsequent Agreements**"), GrainCorp may, in its sole discretion and without giving you any notice, elect to deem this Agreement to be a "master agreement" between You and GrainCorp which does not end on the Termination Date, so that for the purposes of the PPSA:
 - (i) all Subsequent Agreements will be subject to, and will be deemed to form part of, this Agreement; and
 - (ii) GrainCorp may rely on any registration made on the PPSR with respect to this Agreement in

relation to any Security Interests arising under any Subsequent Agreements.

- (h) 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 herein.

2. STRUCTURE OF THIS AGREEMENT

This Agreement comprises the following:

- (i) General Details (and contents page);
- (ii) Part A: General Terms;
- (iii) Part B: Receipt, Storage and Outloading Terms;
- (iv) Part C: Grain Classification and Testing Terms;
- (v) Part D: Management of Accounting Stock Terms;
- (vi) Part E: Fees & Payments Terms;
- (vii) Part F: Interpretation and Definitions;
- (viii) GrainCorp Transaction Documents; and
- (ix) If applicable, any agreed Variation Request.

3. RELATIONSHIP

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

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

- (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.
- (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.
- (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 supply Services for all of Your requirements; or
 - (iii) With the exception of Stock Information, information provided to You under or in connection with this Agreement is complete or accurate.

6. INDEMNITIES & RELEASE

- (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) Any third party Claim in relation to the ownership of any Grain that becomes Stored Grain and/or any security, lien, charge or other encumbrance, of whatever nature, relating to any Grain that becomes Stored Grain;
 - (ii) The transportation of Grain by road and rail;
 - (iii) 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; and
 - (iv) Any Claim relating to the transport of Grain including transport providers.
- (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

- (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 Claims 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 upon Receipt or that normally deteriorates in Storage over time. This includes germination of malt & food 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 (including, but not limited to, herbicides and fungicides applied prior to delivery), 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;
 - (iv) GrainCorp will not be liable for any Claim or Loss arising from Outload to rail or road where the vehicle fails to meet outload equipment requirements, where a wagon fails to meet the nominated capacity of individual wagons or taken together, an entire train as per the Wagon Loading Plan; and

- (v) GrainCorp is not liable for any Claim or Loss suffered by You arising out of or in any way connected to its disposal of Your Accounting Stock where it disposes of Your Accounting Stock specified in a Forfeiture Notice which complies with the process in clause 10 of Part D.
- (b) Subject to the exceptions set out in clause 7(c) and to the extent permitted by law, other than where clause 7(d) applies, GrainCorp's maximum aggregate liability to You arising out of or in connection with this Agreement is limited to the amount of \$200,000.
- (c) The limitation of liability under clause 7(b) does not apply to any liability of GrainCorp for:
 - (i) fraud, criminal conduct, wilful misconduct or gross negligence; or
 - (ii) personal injury or death,to the extent such liability is directly caused by GrainCorp, its directors, officers or employees.
- (d) 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. CHANGE IN LAW

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 by providing You with 3 months' notice to the Revised Commencement Date of the varied agreement.

9. INSURANCE

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

10. SITE ACCESS

- (a) You may request to inspect a GrainCorp Storage by providing GrainCorp with reasonable notice, in writing, including the date, persons attending, the GrainCorp Storage to be inspected and the purpose of the visit. GrainCorp may, in its discretion, acting reasonably and in good faith, refuse your request. In that event, GrainCorp may, where practicable, advise of the reasons for the refusal and may, at its discretion provide an alternative date for you to inspect the site.
- (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.

11. EVENTS OUTSIDE THE PARTIES' CONTROL

- (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.
- (b) If an event in clause 11(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;
- (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.
- (c) If the subject event persists for more than thirty (30) continuous Calendar Days, either party may terminate this Agreement in accordance with clause 12(c)(vii) or 12(e)(ii).
- (d) Subject to a party's compliance with clause 11(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 11(a) 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 arising from events beyond the reasonable control of GrainCorp or their consequences.
- ## 12. DEFAULT & TERMINATION
- (a) In addition to GrainCorp's rights at law and any other rights that GrainCorp has under this or any other Agreement, 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 clause 12(b) and clause 13 of Part A), elect to pursue the relief under clause 5(a) of Part E.
- (b) 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.
- (c) 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;
 - (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 within the required timeframe; or
 - (vii) Where clause 11(c) of Part A applies.
- (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) You can also terminate this Agreement upon fourteen (14) Calendar Days' written notice to GrainCorp:
- (i) Where a notice has been served on GrainCorp in accordance with clause 12(b) of Part A, and the breach has not been remedied to Your satisfaction within the required timeframe; or
 - (ii) Where clause 11(c) of Part A applies.
- (f) You can also terminate the Agreement by providing 21 Calendar Days' written notice of your intention to terminate this Agreement on the Termination Date.
- (g) 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.
- (h) You must make all necessary arrangements for the immediate Transfer or Outload of Your Accounting Stock following the termination of this Agreement. 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 Grower Warehousing Agreement.

- (i) Termination of this Agreement shall not prejudice any right 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 12(g) above.

13. DISPUTES

- (a) If a dispute arises between the parties which is solely limited to Out of Specification Grain, the parties must comply with clause 10 of Part C.
- (b) Subject to clause 13(c), for all other disputes except for those relating to clause 12(a)(i) of Part A:
 - (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.
- (c) 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.

14. MISCELLANEOUS

- (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.

- (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.
- (c) Notices to be given by a party under these terms must be in writing and:
 - (i) Directed to the other party's address as set out in the General Details or as otherwise notified; or
 - (ii) Left or sent by pre-paid registered post, hand delivered 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 email, at the time of sending by the party.
- (d) 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.
- (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.
- (g) 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.

- (h) This Agreement may be assigned or novated by a party subject to the other party's written consent, not to be unreasonably withheld.
- (i) GrainCorp may access and use information pursuant to this Agreement and that the information may be collected held and used by GrainCorp:
 - (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 Entities 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.
- (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.
- (k) 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. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or any other representations which cannot be excluded by law.
- (l) 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.
- (m) GrainCorp may exercise its right of audit by giving You 14 Calendar Days' written notice of its intention to do so.
- (n) 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.
- (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.
- (p) 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 undertaken.
- (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.
- (s) Notwithstanding any other provision of this Agreement, the parties' rights, obligations and undertakings under clauses 14(l) to (r) inclusive of Part A survive termination of this Agreement.

1. BACKGROUND & COVERAGE

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

- (i) Receival and Warehousing of Grain at GrainCorp Storages;
- (ii) Grower Returns;
- (iii) The Outload of Stored Grain at GrainCorp Storages;
- (iv) Hours of operation for GrainCorp Storages; and
- (v) Finalisation of Your Interest.

2. RECEIVAL & STORAGE OF GRAIN

- (a) You must declare the Grade, variety and other characteristics of the Grain (and provide any further required declarations required under clause 9 of Part C of this Agreement) at the time Grain is presented at a GrainCorp Storage for Receival.
- (b) If any information on the Receival Docket is incorrect, You must (as soon as reasonably practicable on becoming aware of any incorrect information but no later than 30 Calendar Days from the date of the Receival Docket) submit an amendment request to GrainCorp Grower Services.
- (c) You, together with all other parties in the supply chain, must ensure that all vehicles loading and unloading at GrainCorp Storage comply with the Mass Limit prescribed to that vehicle, including current and relevant permits, and that the truck drives on permitted roads. GrainCorp policies to manage and disincentivise breaches of the Heavy Vehicle National Law are developed through GrainCorp's work with industry, the National Heavy Vehicle Regulator, and state-based heavy vehicle regulators. These policies are published on the GrainCorp Website and are subject to change.
- (d) GrainCorp will use reasonable endeavours to Receive Your Grain and, if Your Grain is Received, GrainCorp will on Receival:
 - (i) determine the relevant Grade of Your Grain in accordance with the applicable Commodity Standard; and
 - (ii) update Your Accounting Stock to reflect Your Interest in Stored Grain at the Origination Site.
- (e) GrainCorp will use reasonable endeavours to safely store Stored Grain during the Term.
- (f) GrainCorp may, in its discretion, co-mingle or segregate Stored Grain.

3. GROWER RETURNS

- (a) A Grower Return occurs where GrainCorp Outloads Your Accounting Stock under clause 5 of Part B.
- (b) To request a Grower Return please:
 - (i) contact GrainCorp's Grower Services Team on 1800 809 482 Option 1; or
 - (ii) lodge a compliant request for a Grower Return.
- (c) Subject to clause 6(f) of Part C, the minimum notice for Outload is no later than ten (10) Business Days prior to the requested week for Outload.
- (d) Your request for a Grower Return must contain the following information:
 - (i) All delivery destination(s);
 - (ii) Transport arrangements (road or rail);
 - (iii) Grain/Grade;
 - (iv) Tonnage (by Business Day);
 - (v) Details of the Origination Site; and
 - (vi) Any other information deemed necessary by GrainCorp.

4. STOCK SWAPS

- (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.
- (b) Subject to clause 4(c), where a Stock Swap occurs, GrainCorp will update Your Accounting Stock to reflect the new GrainCorp Storage Site/Outload Site but Your Interest in Stored Grain will remain unchanged.
- (c) Where Your Accounting Stock comprises canola, 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).
- (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.
- (e) Any Freight Differential will be determined in accordance with the Grower Returns Swap Calculator. The average freight rates, applied within the Grower Returns Swap Calculator, will be updated quarterly by GrainCorp to ensure currency of rates.

- (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.
- (h) 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.
 - (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

- (a) GrainCorp will make arrangements to Outload that portion of Your Accounting Stock that You have requested GrainCorp to Outload from the Origination Site, when it is satisfied You have complied with clauses 3, 5(b) and/or 5(c) of this Part B and any other terms set out in a Movement Request.
- (b) With respect to an Outload by road:
 - (i) You or Your nominated carrier must telephone the Outload Site contact person (as advised by GrainCorp Grower Services in response to lodgement of a Grower Warehouse Return Request) a minimum of no less than ten (10) Business Days prior to the week of the requested Outload date to arrange the Outload; and
 - (ii) No later than 3.00pm AEST of the Business Day prior to the requested Outload day, You or Your nominated carrier must complete and lodge a compliant Booking ID with GrainCorp Grower Services.
- (c) With respect to Outload by rail, You must ensure that GrainCorp Supply Chain Planning is advised of wagon details, dimensions and capacities no later than 5:00pm AEST, no less than three (3) Business Days prior to the date of intended Outload.
- (d) Outload occurs at the point when Stored Grain is placed in a road vehicle or rail wagon.
- (e) You are required to Outload on receipt by GrainCorp of Your Movement Request.
 - (f) If You do not execute a Movement Request as You cannot Outload, You may, subject to GrainCorp's discretion, either:
 - (ii) Store Your Accounting Stock intended for Outload at the Outload Site subject to any payment due under clause 4(i) of Part B; or
 - (iii) Reverse any Stock Swap in accordance with clause 4 of Part B.
 - (g) If You, or any transport provider acting on Your behalf, fail to arrive for a Truck Time Slot or fail to notify GrainCorp of the cancellation of a Truck Time Slot by 5:00pm two (2) Business Days prior to Your Truck Time Slot, You will incur a cancellation fee of \$125 per missed Truck Time Slot.
 - (h) 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 Outload Site:
 - (i) Unavailability of fit for purpose and/or clean 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;
 - (xi) Any outstanding Fees;
 - (xii) You have failed to provide a properly completed and/or executed Grower Warehouse Return Request;
 - (xiii) You have failed to comply with the procedures set out in the Grower Return Request, Booking ID or Movement Request; or
 - (xiv) You have failed on three (3) separate occasions during the preceding twelve (12) weeks to execute a minimum of 80% of Your confirmed seven (7) Calendar Day Order to Outload plan

- (h) Where the DoA 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.
- (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.

6. TRANSPORT PROVIDER REQUIREMENTS

- (a) 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.
- (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 comply with all reasonable instructions from GrainCorp staff or representatives while at a GrainCorp Storage;
 - (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;
 - (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;
 - (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.
 - (d) In relation to an Outload by rail, You must:
 - (i) at the time of submitting an Order to Outload by rail to GrainCorp Supply Chain Planning, 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; and
 - (ii) 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.
 - (e) An Order to Outload by rail must be prepared and submitted by You in accordance with the process outlined in Part B, Clause 3.
 - (f) 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 Site(s) 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); and
- (v) You communicate any deviations from the validated Order to Outload once received, including rail transport delays, via written notification to GrainCorp Supply Chain Planning 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) Secures the bottom door opening/closing mechanism of all rail wagons during Reveal, Outloading and shunting operations.
- (g) GrainCorp will not load or unload rail wagons that are defective or do not meet the above requirements under Part B, clause 6(fg).
- (h) If bottom doors of a rail wagon are not adequately secured in accordance with clause 6(fg)(vii) of this Part B leading to Grain spillage, You will be liable to GrainCorp for any Costs incurred by GrainCorp arising from the Grain spillage including, but not limited to, the cost of any unrecoverable Grain and clean-up costs.
- (i) GrainCorp is not liable for conduct of Your rail transport provider. You bear all liability for the actions and/or omissions of Your rail transport provider, or the performance of the 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.
- (j) 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.
- (k) Unless advised to the contrary by GrainCorp, the Outload into rail wagons by GrainCorp does not include:
 - (i) The movement or shunting of rail wagons;
 - (ii) The cleaning of rail wagons;
 - (iii) The repair of rail wagons; or
 - (iv) The opening and closing of wagon lids/hatches and discharge doors.
- (l) Where DoA 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.
- (m) You acknowledge and agree that all the following documentation and weight requirements apply:
 - (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 weighs;
 - (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 consent of the Third-Party Port Terminal or the owner/operator at the other destination before lodging an Order for Outload 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 6(n)(ii) or, in its

discretion and at its election, do any of the following:

- (A) Use GrainCorp controlled weighbridges (where installed) or a weighing device to determine final weights; or
- (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 Your Accounting Stock accordingly.

7. DIRECT HARVEST DELIVERIES TO PORT TERMINALS

- (a) Only eligible Growers are permitted to make direct harvest deliveries to a Port Terminal. A Grower is eligible if the Grower meets the Grower Direct to Port Delivery Guidelines as published on the GrainCorp Website (“**Eligible Grower**”). Where a Grower is not an Eligible Grower and seeks to Deliver Grain to a Port Terminal, GrainCorp shall, in its sole discretion, have the right to refuse to Receive.
- (b) Grain delivered to any GrainCorp Port Terminal by an Eligible Grower may be Stored in accordance with the terms and conditions of this Agreement, subject to:
 - (i) The standard concessional warehouse fee period shall apply to such Deliveries from the time of intake; and
 - (ii) At the end of the standard concessional warehouse fee period, warehousing fees detailed in either the Bulk Wheat or Bulk Grain Port Terminal Services Agreement and related annexures shall apply to any Grain warehoused at these sites.
- (c) Subject to clause 7(d) below, Growers are not permitted to make harvest deliveries direct to Port Terminals other than in accordance with clause 7(a) above.
- (d) GrainCorp reserves the right to waive the restriction in clause 7(c) above, should operational demands require the restriction to be removed.
- (e) Fees applied to Grain Stored at Port Terminals shall apply in GrainCorp’s sole discretion.

8. HOURS OF OPERATION

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

- (b) Any request for Receival or confirmed Outload After Hours must be in writing and given to GrainCorp Grower Services department 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 Receival 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

- (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,

provided always that, prior to such exercise of discretion, GrainCorp shall confirm the preferred option of the Grower and, where practicable and subject to the availability of the relevant Grain, shall facilitate such preferred option.
- (b) You agree that GrainCorp is not liable for any Claim or Loss in circumstances where GrainCorp complies with clause 9(a).

1. BACKGROUND & COVERAGE

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

(a) 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 Receival GrainCorp is unable to test for toxic or other chemical residues, varietal purity, 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 maybe conducted at GrainCorp's discretion;
- (v) GrainCorp may in its discretion, test for toxic or other chemical residues, varietal purity, Contamination and for GM Canola on composite harvest samples at GrainCorp approved laboratories;
- (vii) GrainCorp can only review the hygiene history of Stored Grain at GrainCorp Storages; and
- (viii) Information on applicable Receival Dockets or harvest running samples will be used to determine the average quality and/or quantity of Stored Grain at a GrainCorp site(s), attributed to a specific Customer/Grower.

3. LOCATION & TIME OF TESTING

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

4. TESTING METHODS & STANDARDS

(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 Receival 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 Receival 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

- (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.
- (c) 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;
 - (ii) In the event You require those tests during a harvest, You supply a list of requirements to GrainCorp Quality Assurance by no later than 30 September in the Current Season; and
 - (iii) Payment of Fees as per clause 5(d) below.
- (d) Additional samples may be provided to You at a 'port zone by grade' or 'site by grade' basis at a cost of \$64.87 per 5kg of the additional sample (plus

courier Costs as per clause 5(f)). A \$174 sample administration fee will also apply to all 'site by grade' sample requests.

- (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(f)) and notified to You.
- (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.
- (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

- (a) GrainCorp will at its discretion treat or disinfect Stored Grain with fumigants or pesticides in accordance with applicable laws.
- (b) Upon Your written request GrainCorp will provide details of fumigants and pesticides used on Stored Grain.
- (c) 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 clause 6(c) of fumigation or other certificates that have not been agreed between You and GrainCorp prior to a Movement Request.
- (e) In respect of Pesticide Residue Free Grain and Pesticide Residue Restricted Grain on Receipt, 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 and Stock Bookings; 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

- (a) Grain is classified on Receipt in accordance with the applicable Commodity Standard.
- (b) 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.
- (c) GrainCorp will reclassify Your malt & food barley to 'BAR1' where the germinative energy is determined by GrainCorp to be less than 95% or it remains Stored Grain on or after 1 April of the Next Season.
- (d) Where reclassification of Stored Grain comprising malt & food barley occurs, Your Accounting Stock will be proportionately adjusted to 'BAR1'.
- (e) Each Season GrainCorp will reclassify Your chickpea to 'CHKF' if it remains Stored Grain on or after 1 September of the current season. CHKF is a no guarantee quality classification.
- (f) Where reclassification of Stored Grain comprising chickpea occurs, Your Account Stock will be adjusted to 'CHKF'.
- (g) For the avoidance of doubt, clause 7(h) does not apply to reclassification under clauses 7(c) or 7(e).
- (h) If you have a Claim for Reclassified Grain, subject to clause 7(i), GrainCorp will only indemnify You for Reclassified Grain in accordance with the Reclassified Grain Indemnity Formula and subject to the Minimum Tonnage Threshold.
- (i) 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 Receival 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) You provided inaccurate or no details of the Outload destination;
- (vi) The quantity of Reclassified Grain is less than the Minimum Tonnage Threshold;
- (vii) 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;
- (viii) 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; or
- (ix) The Stored Grain is of a higher grade based on the Grade Cascade in the Commodity Standard.

8. MOISTURE MANAGEMENT ON RECEIVAL

- (a) The purpose of clause is to make available to You an option other than the rejection of Your Grain for excessive moisture levels where GrainCorp can manage moisture subject to its rights and obligations set out below.
- (b) Subject to clauses 8(d) and (e) below, where in GrainCorp’s discretion it Receives Grain above the maximum commodity and/or Grade moisture limit in the relevant Commodity Standard, You agree to permit GrainCorp:
 - (i) To adjust the Tonnage (final net mass of the Grain) notated on the Receival Docket to compensate for the effect of additional moisture; and
 - (ii) To pay any additional fees for moisture management services as provided under Part E or as otherwise notified to You by GrainCorp.

- (c) Moisture management fees will be determined in GrainCorp’s discretion taking into account the moisture content and its operational requirements on a site by site basis.
- (d) GrainCorp will only exercise its discretion to Receive Your high moisture Wheat (Grades APH2, H2 and/or APW1 as ‘high moisture’) where the moisture content is no greater than 14%.
- (e) GrainCorp will only exercise its discretion to Receive Your high moisture sorghum where the moisture content is no greater than 15.5% in respect of Central and Southern Queensland. In respect of New South Wales, wet deliveries and tolerances will be advised by GrainCorp from time to time, at its sole discretion.

9. DECLARATIONS REQUIRED ON DELIVERY

- (a) You represent and warrant to GrainCorp that in respect of Grain presented at a GrainCorp Storage for Receival, You will, and You will ensure that any person delivering Grain on Your behalf will, declare to GrainCorp at the time of delivery (verbally or in writing):
 - (i) the presence of any known or suspected objectionable or toxic substances, Contamination, chemical residues (including, but not limited to, herbicides, fungicides and fumigants) applied to the Grain prior to Receival and required by GrainCorp to be declared at the time of delivery;
 - (ii) whether such Grain is Genetically Modified;
 - (iii) the variety of malting barley; and
 - (iv) such other declarations which GrainCorp may reasonably require from time to time.
- (b) In the event that any representation, warranty or declaration provided by You or on Your behalf is incorrect, untruthful or misleading, You shall be liable for and indemnify GrainCorp for any Loss suffered by GrainCorp arising from or as a result of GrainCorp’s reliance on the representation, warranty or declaration including, for the avoidance of doubt, any Loss:
 - (i) associated with the management of Grain and/or the GrainCorp Storage the Grain was stored in; or
 - (ii) to the value of Stored Grain at the GrainCorp Storage.

10. OUT OF SPECIFICATION GRAIN

- (a) The purpose of this clause 10 is to put in place a process whereby GrainCorp fully and finally determines Your Claim for Out of Specification Grain (domestic or export) (“**Disputed Grain**”).
- (b) In order to lodge a compliant Disputed Grain notification, You must supply GrainCorp Grower Services 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).
- (d) In relation to any Disputed Grain, 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 Grower Services;
 - (iii) Ensure any sampling and testing of Disputed Grain is documented and complies with the 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;
 - (v) Dispatch sample from disputed load to the nearest GrainCorp NATA Certified Laboratory; and
 - (vi) Permit GrainCorp every opportunity to mitigate all actual or potential Claims or Loss associated with Your Disputed Grain Notification.
- (e) If, GrainCorp, acting reasonably and in good faith, determines:
- (i) You did not comply with Your obligations under clauses 10(b) and 10(d) and that non-compliance prejudiced GrainCorp’s ability to determine Your Disputed Grain notification; or
 - (ii) The results of any testing under clause 10(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 Matrix 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.
- (g) In the event GrainCorp determines Your Disputed Grain notification under clause 10(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

- (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; and
 - (viii) Transfer of Title.
- (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.
- (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.

2. ACKNOWLEDGMENTS

- (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 Tonne, 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; and
 - (vi) You are responsible for all Transfers of Title of Accounting Stock and liable for any inadvertent act or omission.

3. CO-OWNERSHIP

- (a) Grain becomes Stored Grain when the Receival Docket and weighbridge documentation notes 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.
- (b) Each Co-Owner holds its Interest in Stored Grain as a tenant in common in the Stored Grain.
- (c) If GrainCorp becomes insolvent, each Co-Owner may assert its right of ownership commensurate to its Interest.

4. SECURITY INTERESTS

- (a) The PPSA affects the way You may create and enforce Security Interests over Stored Grain.
- (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 is 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.
- (c) You indemnify and will keep GrainCorp fully indemnified for any breach by You of clause 4(b).
- (d) If You or a third party request a waiver from the restriction on dealing with Accounting Stock as set out in this clause 4, 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.

(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, as a party who has the benefit of a Permitted Security Interest under paragraph (a) of the definition of that term, 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 that Permitted Security Interest for all Fees, Costs, interest and any other amounts owing between You and GrainCorp in respect of this Agreement.

(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.

(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.

(i) GrainCorp may become a Co-Owner by adding Grain to 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

(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.

(h) You acknowledge and agree that GrainCorp and its Related Entities are not liable for any Claim or Loss made by You or any other person in connection with CropConnect and arising directly or indirectly because of:

(i) Any breakdown or interruption to the service that related to circumstances beyond the direct and immediate control of GrainCorp or its Related Entities; 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

(a) You may request Stock Information from GrainCorp. Subject to clause 6(b) below, GrainCorp will use reasonable endeavours to provide the requested Stock Information to You in a timely and accurate manner taking into account the systems and data retained in 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.

(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.

(e) If an error in Stock Information is not discovered until after Receival or 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 Receival or 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

- (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 (including any grower deliveries under the NGR to a Port Terminal);
 - (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 under an approved Movement Request;
 - (iii) 1% by weight from each load of legumes, pulses, maize, sunflowers and oilseeds other than canola received at a GrainCorp 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 Shrunk at an agreed rate or handled on an 'all in all out' basis in GrainCorp's discretion.
- (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 CropConnect which will be the Shrunk quantity. The Shrunk quantity is Your Interest.

8. 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 ("**Carry Over Accounting Stock**"):
 - (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;
 - (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; and
 - (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 or food barley, clauses 7(c) and 7(d) of Part C apply.

9. TRANSFER OF TITLE

- (a) A Transfer of all or part of Your Accounting Stock to another Customer must be in accordance with this clause 9.
- (b) To Transfer Your Accounting Stock (being all or part of Your Interest), You must:
 - (i) create an Offer or complete a Trade Transaction in CropConnect and, if the Offer is matched or accepted or the Trade Transaction is confirmed in accordance with CropConnect's Terms of Use, Title will Transfer in accordance with CropConnect's Terms of Use; or
 - (ii) request and complete the applicable Transaction Form(s), and in this regard:
 - (A) GrainCorp will update CropConnect to reflect Your Interests following the Title Transfer; and

- (B) Title will Transfer on the date You confirm the Title Transfer to GrainCorp in writing and GrainCorp approves the Title Transfer
- (c) If Accounting Stock is Transferred to You (as buyer) from another Customer or Grower (as seller) using CropConnect:
- (i) the Transfer will be governed by CropConnect's Terms of Use; and
 - (ii) You acknowledge that the Outload Site of the Accounting Stock Transfer accepted from the seller may differ from that agreed in the Transfer.
- (d) In respect of a Transfer under clause 9(b)(ii) of this Part D, GrainCorp may 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, You are in breach of any term of this Agreement or You have a liquidator or administrator appointed or are no longer solvent;
 - (iii) You, for any reason, Transfer more than Your Accounting Stock as recorded in CropConnect at the time of the Transfer;
 - (iv) In GrainCorp's discretion, GrainCorp considers that the security of the Customer/You or the relevant buyer has been, or is reasonably likely to have been, breached; or
 - (v) You and the relevant buyer issue a written request to GrainCorp to reverse a Transfer and GrainCorp, in its reasonable discretion, agrees to reverse the Transfer.
- (e) You indemnify GrainCorp against and release GrainCorp from any liability for a Claim or Loss in connection with any reversal that occurs under clause 9(d) of this Part D.
- (f) Notwithstanding anything to the contrary in this Agreement or otherwise, access to, and use of, CropConnect by You or Your registered users (including, but not limited to, with respect to the transfer of Accounting Stock under clause 9(b) and 9(c)) of this Part D) will be governed by CropConnect's Terms of Use. To the extent of any inconsistency between the terms of this Agreement and CropConnect's Terms of Use, CropConnect's Terms of Use will prevail and apply.
- Term of this Agreement comprises Stored Grain Received 2 or more Seasons ago if:
- (i) GrainCorp has issued a compliant Forfeiture Notice to You; and
 - (ii) You do not Transfer the Accounting Stock specified in the Forfeiture Notice within twenty-one (21) Calendar Days from the date the Forfeiture Notice was issued.
- (b) A Forfeiture Notice will be considered compliant where:
- (i) It is issued to the mailing address specified by You in Your application to GrainCorp or the National Grower Register for a Grower Registration Number or NGR respectively; and
 - (ii) it specifies Your Accounting Stock that GrainCorp intends to dispose of.
- (c) GrainCorp is not liable to You for any Claim or Loss in connection with Your forfeiture and its disposal of Your Accounting Stock under this clause 10 and You agree to release GrainCorp in respect of any Claim or Loss directly or indirectly associated with Your forfeiture and its disposal of Your Accounting Stock accordingly.

10. FORFEITURE OF ACCOUNTING STOCK

- (a) Subject to clause 10(b) below, You acknowledge and agree that GrainCorp is permitted to dispose of Your Accounting Stock which at any time during the

1. BACKGROUND & COVERAGE

- (a) 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, Security Interests and Amounts Outstanding; and
 - (vi) Fees payable by You for the Services.

2. SCOPE

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

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

- (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.
- (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.
- (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, SECURITY INTERESTS & AMOUNTS OWING

- (a) In addition to its rights at law, and/or under any statute of the Commonwealth, a State or a Territory, 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 5(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 5(b);
 - (vi) Draw on Your Security;
 - (vii) Exercise any right, power or remedy it has in relation to any lien GrainCorp has over Your Grain, including, without limitation, its rights under clause 5(d)(iv) of Part E;
 - (viii) Enforce any Security Interest arising out of or in connection with this Agreement or exercise any right, power or remedy it has in relation to such Security Interests;
 - (ix) Terminate this Agreement;
 - (x) Commence court proceedings; and/or
 - (xi) Rely on the indemnity given by You in clause 6(a) of Part A.
- (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. The interest rate applicable under this clause 5(b) is the rate which is the sum of BBSY plus 2% per annum and interest will be calculated on a daily basis on the outstanding amount, until paid in full.
- (c) 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 or any of your Related Entities to GrainCorp or any of its Related Entities under this Agreement or for any other reason.
- (d) Without limiting any other term of this Agreement, or GrainCorp's rights at law and/or under any statute of the Commonwealth, a State or a Territory, 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 by You or any of Your Related Entities to GrainCorp or any of its Related Entities under this Agreement or for any other reason;
 - (iii) GrainCorp's rights described in clause (d)(ii) above are in addition to, and do not exclude or limit, any other rights or remedies provided to GrainCorp by law and/or under any statute of the Commonwealth, a State or a Territory, including, without limitation, any rights and remedies that GrainCorp may have under the PPSA and in connection with any warehouseman's lien or storer's lien arising under the Storage Liens Act 1935 (NSW), the Storage Liens Act 1973 (Qld), the Warehousemen's Liens Act 1958 (Vic) and any other similar or equivalent legislation and/or regulations.
- (iv) If any amount is owing by You or any of Your Related Entities to GrainCorp or any of its Related Entities for any reason and on any account whatsoever, GrainCorp in its discretion may:
- (A) Suspend Your entitlement to the Services;
 - (B) Calculate the total amount outstanding to GrainCorp and/or its Related Entities, 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 or any of its Related Entities, 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 any of its Related Entities (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.
- (e) Without limiting any other term of this Agreement, or GrainCorp's rights at law and/or any statute of the Commonwealth, a State or a Territory, You acknowledge and agree:
- (i) this Agreement constitutes a security agreement under and for the purposes of the PPSA that gives rise to one or more Security Interests in Your Interest in Stored Grain and the proceeds of such Stored Grain (including

- but not limited to proceeds from any dealing with Your Stored Grain);
- (ii) Your Stored Grain is collateral that is security for Your obligations under this Agreement which is registrable on the PPSR under the PPSA;
 - (ii) You acknowledge that GrainCorp may in its sole discretion perfect any Security Interest arising under or in connection with this Agreement by possession of Your Stored Grain and/or by effecting any registration on the PPSR (in any manner that GrainCorp deems appropriate) from time to time and You agree that any failure to register a financing statement in respect of its Security Interests does not affect or impair GrainCorp's Security Interests provided GrainCorp has possession of Your Stored Grain;
 - (iv) You consent to GrainCorp effecting registrations on the PPSR (in any manner that GrainCorp deems appropriate) to perfect any Security Interests in Your Stored Grain and the proceeds of such Stored Grain arising under or in connection with this Agreement;
 - (v) You agree to promptly execute any documents, provide all relevant information, fully cooperate with GrainCorp and do any other act or thing that GrainCorp requires to ensure that any Security Interest created under this Agreement is perfected and remains continuously perfected, has priority over any other Security Interests in Your Grain and any defect in the security interest, including its registration, is overcome;
 - (vi) You must not, without providing prior written notice to GrainCorp, change Your name, address, contact details or any other details that would cause any details in a financing statement to be different if a Security Interest was re-registered;
 - (vii) To the extent the law permits:
 - (A) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - i. GrainCorp need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - ii. sections 142 and 143 of the PPSA are excluded;
 - (B) for the purposes of section 115(7) of the PPSA, GrainCorp need not comply with sections 132 and 137(3);
 - (C) You waive your rights to receive from GrainCorp any notice required under the PPSA (including a notice of a verification statement); and
 - (D) if GrainCorp exercises a right, power or remedy in connection with its Security Interests, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless GrainCorp states otherwise at the time of exercise. However, this clause 5(e)(vii)(D) does not apply to a right, power or remedy which can only be exercised under the PPSA,

provided that this clause 5(e)(vii) does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other clause in this Agreement;
 - (viii) The parties must not disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. You must notify GrainCorp before authorising the disclosure of information under section 275(7)(c) of the PPSA or requesting information under section 275(7)(d) of the PPSA. Nothing in this clause prevents any disclosure by You or GrainCorp that it believes is necessary to comply with its other obligations under the PPSA; and
 - (ix) In this clause 5 the following words have the respective meanings given to them in the PPSA: collateral, financing statement, perfected, possession, proceeds, register, registration, security agreement and verification statement.

6. STANDARD FEES

- (a) Subject to clauses 6(b) and (c) below, Receival 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 Receival Tonnage delivered at:
 - (i) for Fees listed under the column "Fee/T – Country", a GrainCorp Storage; and
 - (ii) for Fees listed under the column "Fee/T – Port", a Port Terminal and where the Grain is ex-farm Grain not received under a Movement Request (for clarity, being Grain delivered using a Grower Registration Number).(c) All other Fees will be levied against the Shrunk Receival Tonnage.

TABLE 1

Grain	Applicable Grade*	Fee/ T - Country	Fee/ T - Port
Wheat	Standard	\$10.93	\$20.93
Wheat	Durum	\$13.57	\$23.57
Wheat	Noodle/Soft	\$13.57	\$23.57
Wheat	Special	\$13.57	\$23.57
Barley	Feed	\$10.93	\$20.93
Barley	Malt and Food	\$13.57	\$23.57
Canola	All	\$16.69	\$26.69
Pulses	Standard	\$16.69	\$26.69
Sorghum	Standard	\$10.93	\$20.93
Oats	All	\$16.69	\$26.69
Other cereals (except maize millet and rice)	All	\$16.69	\$26.69
Other oilseeds (except cotton seed, soybeans, linseed)	All	\$16.69	\$26.69

(*) 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.*

(e) For Grain Received in the Current Season other than sorghum, Storage is free to 30 June 2024. From 1 July 2024, the monthly Storage Fee will apply. For the avoidance of doubt, Current Season Grain (excluding sorghum) will be considered Old Season Grain and attract Old Season Storage Fees on and from:

- (i) In respect of Central Queensland, 1 August 2024;

(ii) In respect of Southern Queensland and Northern NSW, 1 September 2024;

(iii) In respect of Southern NSW and Victoria, 1 October 2024.

(f) Not used.

(g) For sorghum, Storage is free for the Month of Delivery and the subsequent two (2) Months. The Storage Fee will apply from the first Calendar Day of each Month thereafter. For the avoidance of doubt, Current Season sorghum will be considered Old Season Grain and attract Old Season Storage Fees on and from 1 January 2024.

(h) Storage Fees are set out in Tables 2 & 3:

TABLE 2

Season	Grain and Oilseeds (excluding sorghum)	Fee per Tonne
Current Season	All Grains	\$2.06
Old Season	All Grains	\$3.32
Old Season	Chickpeas	\$6.50

TABLE 3

Season	Sorghum	Fee per Tonne
Current Season	Sorghum delivered into Storage 1 January 2024 to 31 December 2024; and	\$2.06
Old Season	Sorghum delivered into Storage prior to 31 December 2023	\$3.32

(i) You acknowledge and agree that:

- (i) In respect of Accounting Stock the subject of a Transfer, the Fees will be calculated from the Business Day immediately following the Transfer;
- (ii) Subject to clauses 6(e) and (g) above, 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;

- (iii) Accounting Stock not Transferred by midnight on the last Business Day of the Current Season shall become Carry Over Accounting Stock; and
- (iv) In respect of Your Carry Over Accounting Stock, the applicable Storage Fees are payable by You (see: Table 2 - Old Season Fee applicable)
- (j) An Outload Fee of \$9.72 per Tonne is payable by You for Outload during Business Hours and also Outload during After Hours.
- (k) In addition to the Fees in clause 6 (j) above, further Fees apply, and are payable by You, for Outload during After Hours:
 - (i) GrainCorp Storage opening Fee of \$528.00; and
 - (ii) Handling surcharge of \$1.92 per Tonne.

7. OTHER FEES

- (a) With regard to clause 8 of Part C, Wheat will be reclassified from 'high moisture' to 'dry' and the Fee will be applied in accordance with the following table:

Wheat Moisture on Receival	Moisture Management Fee per Tonne	Adjustment Rate
12.60	\$0	0.993
12.70	\$0	0.992
12.80	\$14.10	0.991
12.90	\$17.46	0.990
13.00	\$18.79	0.989
13.10	\$19.47	0.988
13.20	\$20.19	0.987
13.30	\$20.81	0.986
13.40	\$21.47	0.985
13.50	\$22.15	0.984
13.60	\$22.83	0.983
13.70	\$23.48	0.982
13.80	\$24.16	0.981
13.90	\$24.84	0.980
14.00	\$25.50	0.979

With regard to clause 8 of Part C, Sorghum will be reclassified from 'high moisture' to 'dry' and the Fee will be applied in accordance with the following table:

Sorghum Moisture on Receival	Moisture Management Fee per Tonne	Adjustment Rate
13.60	\$0	0.993
13.70	\$0	0.992
13.80	\$14.10	0.991
13.90	\$17.46	0.990
14.00	\$18.79	0.989
14.10	\$19.47	0.988
14.20	\$20.19	0.987
14.30	\$20.81	0.986
14.40	\$21.47	0.985
14.50	\$22.15	0.984
14.60	\$22.83	0.983
14.70	\$23.48	0.982
14.80	\$24.16	0.981

14.90	\$24.84	0.980
15.00	\$25.50	0.979
15.10	\$26.17	0.978
15.20	\$26.83	0.977
15.30	\$27.50	0.976
15.40	\$28.17	0.975
15.50	\$28.83	0.974

(c) In circumstances where:

- (i) Grain is Outloaded from a GrainCorp site; and
- (ii) Grain has been rejected from its delivery destination for quality non-conformation; and
- (iii) The Grain is tendered for re-delivery to a GrainCorp Storage; and
- (iv) The Grain is retested and it is determined that it is within the relevant contract specification/Grade, then

GrainCorp may at its discretion, charge a Fee of \$9.91 per Tonne.

(d) Other Fees that You may need to pay GrainCorp include:

- (i) a credit card surcharge of 1.03% for any payment made by you to GrainCorp using a credit card;
- (ii) a cancellation fee for any missed Truck Time Slots as set out in clause 5(g) of Part B; and
- (iii) such other Fees as You and GrainCorp may agree arising out of or in connection with the provision of the Services.

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, conditions in 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 CropConnect.

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 transhipped 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.

Applicable Laws means any laws and regulations of Australia and any other relevant jurisdiction including, without limitation, relating to export, sanctions, anti-corruption, anti-money laundering, anti-modern slavery, and tax.

AUD means Australian dollars/currency.

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

BAR1 means a barley standard that is below malt and food classification .

BBSY means the Australian Bank Bill Swap Reference Rate (Bid) administered by ASX Benchmarks Pty Ltd (or any other person that takes over the administration of that rate) for a period of 90 days displayed on page BBSY of the Thomson Reuters Screen (or any replacement Thomson Reuters Screen which displays that rate) at 11.00am (Sydney time) on the day on which such amount is to be calculated, or if such rate is not available, such other rate as GrainCorp may determine, acting reasonably.

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.

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.

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.

CHKF means the no quality guarantee old season held chickpea commodity.

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.

CSHA means GrainCorp's Country Storage and Handling Agreement.

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 commodity standards published on the GrainCorp Website.

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, fungicides or pesticides 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 the 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.

CropConnect means the 'CropConnect' online information technology platform and service operated by CropConnect Pty Ltd ACN 630 989 829 which provides users with a way to buy, sell and manage their Interests in Grain.

CropConnect Terms of Use means the terms and conditions governing access and use of CropConnect available at <https://cropconnect.com.au>.

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 the CSHA for the Current Season.

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.

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

Eligible Grower has the meaning given to that term in clause 7(a) of Part B.

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

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.

Forfeiture Notice means a notice issued by GrainCorp to You in compliance with clause 10 of Part D.

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 by the Grower Returns Swap Calculator.

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).

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

GrainCorp Demand Planning means the division of GrainCorp overseeing demand planning, contactable via email at northsupplychainplanning@graincorp.com.au for GrainCorp's northern supply chain or southsupplychainplanning@graincorp.com.au (as applicable).

GrainCorp Quality Assurance is the division within GrainCorp responsible for all aspects of quality assurance of Stored Grain contactable via email at: gcsamples@graincorp.com.au.

GrainCorp Grower Services means the division of GrainCorp overseeing grower related customers, contactable on 1800 809 482.

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

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 Website means GrainCorp's website located at www.graincorp.com.au.

Grower Direct to Port Delivery Guidelines means the Grower Deliveries Direct to Port Terminals Guidelines published on the GrainCorp Website.

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

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

Grower Return means the Outload of Accounting Stock the subject of Grower Warehousing Services.

Grower Returns Swap Calculator means the tool used to calculate Freight Differentials using an average of available market rates for relevant freight services from time to time.

Grower Warehousing Services means the services provided under this 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 (ABN 70 979 095 411).

Heavy Vehicle National Law means the Heavy Vehicle National Law administered by the National Heavy Vehicle Regulator. **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.

National Grower Register or **NGR** means the grower registration system operated by National Grower Register Pty Ltd ACN 095 857 266.

National Heavy Vehicle Regulator means the Commonwealth department known as the National Heavy Vehicle Regulator.

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.

Order to Outload means a request by a Grower for a Grower Return submitted in accordance with Part B.

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

Permitted Security Interest means:

- (a) 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; and
- (b) any Security Interest that GrainCorp has arising out of or in connection with this Agreement.

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.

Port Block-out means, in respect of a particular Port Terminal, an event or series of events which results in the Port Terminal being unable to receive Grain or load Grain onto a waiting vessel for any reason including as a result of a delay in the loading of a previous vessel or a disruption occurring in connection with the delivery of grain to the Port Terminal.

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.

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

PPSA means the *Personal Property Securities Act 2009* (Cth), together with any regulations in force at any time under the PPSA, including the Personal Property Securities Regulations 2010 (Cth).

PPSR means the Personal Property Securities Register established under the PPSA.

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 Fees means the receival fees payable to GrainCorp, as varied from time to time.

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:

T x (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).

Sampling and Testing Methods means the approved method of sampling and testing of Grain as per relevant commodity standard.

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 CropConnect.

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

Stock Swap means the notional placement of Accounting Stock at a GrainCorp Storage other than the Origination Site for Outload.

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.

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.

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

Trade Transaction means a binding transaction for the sale and purchase of a certain Interest on CropConnect.

Transaction Form means all documentation required to be completed, lodged or followed by the parties or any electronic equivalent, replacement or other document as notified by GrainCorp.

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

Truck Time Slot means the time slot booked by You, or on Your behalf, for the outloading of Grain at GrainCorp Storages.

Tonnes/Tonnage is a reference to metric tonnes.

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 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* (common wheat) and *triticum duri* (durum).