

NHILL BULK HANDLING

GRAIN STORAGE & CONTAINER PACKING

4 Rethus Drive, Nhill Victoria
Ph 03 53911855 Fax 03 53911545
www.nhillbulk.com.au

2015/16 Grower Warehousing Agreement

TERMS AND CONDITIONS

1. BACKGROUND: These terms and conditions apply to the storage and handling of the commodity stored by Nhill Bulk Handling. These services are provided to the Warehouser named in this Agreement (“Warehouser”).

2. AGREEMENT: The Warehouser agrees to store the Commodity for the fees as specified in Schedule 1. Nhill Bulk Handling agrees to store that Commodity subject to the terms and conditions of this agreement in clean, dry, ventilated and in all circumstances appropriate storage facilities including without limitation silos, storage bins and/or covered bunkers. Under this Agreement, any weighbridge docket and quality testing results shall be conclusive evidence of the quantity and specification of the Commodity being stored.

Delivery to Nhill Bulk Handling for warehousing constitutes the Warehouser’s acceptance of these terms and conditions.

3. RECEIVAL: Nhill Bulk Handling will sample, provide quality testing services, classify into available grades, weigh, store and load road transport and/or shipping containers or transfer the Commodity to another party under this agreement. Nhill Bulk Handling will receive and load the Commodity in accordance with recognised receival specifications and sampling methodology unless otherwise agreed. Nhill Bulk Handling may, at its discretion, accept or refuse to receive the Commodity for storage, based on quality, hygiene, safety and its capacity and efficiency. The Warehouser will immediately remove the Commodity from the storage upon receipt of a notice from Nhill Bulk Handling requiring it to do so.

4. STORAGE: The Commodity received and stored may be commingled with Commodity of the like type and specification in which case all commingled Commodity shall be jointly owned by all parties whose Commodity has been so commingled to the exclusion of all other persons including but not limited to Nhill Bulk Handling.

5. OWNERSHIP & LIEN: Nhill Bulk Handling has possession of the stored Commodity and a lien in respect of any unpaid storage charges but otherwise has no legal or equitable title to the Commodity, unless it is an owner of the Commodity.

6. TREATMENT: Nhill Bulk Handling may at its expense treat the Commodity with chemicals in accordance with industry practice to prevent infestation, disease and/or contamination at all times within applicable levels as determined by industry maximum residue limits unless otherwise specified. Nhill Bulk Handling is not required to obtain the Warehouser’s approval to treat the

Commodity. Following treatment, the Commodity may not be available for a specified period of time. Nhill Bulk Handling will regularly inspect the Commodity for the presence of insects. In the event of infestation being detected the Commodity will be treated by Nhill Bulk Handling. Where fumigants are applied, it is acknowledged by the Warehouser that the Commodity will not be accessible for discharge for a period of about four weeks. The period will be determined by the reasonable discretion of Nhill Bulk Handling.

7. SHRINKAGE: Nhill Bulk Handling will deduct a shrinkage allowance as specified in Schedule 1 from the first delivery of each load of Commodity received in the Warehouser's name, excluding internal title transfers. Receival fees will be levied against the delivered tonnage. All other charges will be levied against the shrunk tonnage.

8. DISPATCH: To remove the Commodity from storage the Warehouser must give Nhill Bulk Handling notice as specified in the Notice Period (or two days if no period is specified) in advance, in writing, as to when the Commodity will be removed and method of transport required. Nhill Bulk Handling is not obliged to outturn where any of the following circumstances apply: fumigation and/or insect pest infestation; unacceptable risks to health and safety of persons; routine or emergency maintenance and/or repair work; adverse weather conditions; broken down, damaged, unserviceable, unsafe or unavailable plant or equipment; harvest receival activities or preparation for harvest receival; and/or any outstanding fees owed to Nhill Bulk Handling under this Agreement or any other arrangement between the parties.

10. TRANSFER: To transfer the Commodity to a third party ("Transfer") the Warehouser must complete and execute the Title Transfer form available on our website (www.nhillbulk.com.au). Title in the grain is not transferred until the title transfer is executed by the Warehouser and Nhill Bulk Handling. The Warehouser warrants that the transferee is on notice of these terms and conditions and has agreed to be bound by them.

11. PAYMENT: In accordance with this agreement the Warehouser must pay Nhill Bulk Handling all charges as specified in Schedule 1. All accrued charges and any costs payable on any account in respect of the stored Commodity must be paid by the Warehouser in accordance with the invoice rendered by Nhill Bulk Handling. The full amount of an invoice rendered by Nhill Bulk Handling must be paid by the Warehouser, or as applicable, within 14 days of the end of the month of the date of that invoice. Payment to be made by telegraphic or bank transfer to the following bank account, free of expense to us:

Account Name	Nhill Bulk Handling
Bank	ANZ
BSB	015 665
Account Number	38 657 9165

Nhill Bulk Handling Acknowledges that for most Transfers that the buyer will agree to accept responsibility for the payment of Receival fees and the Warehouser will be responsible for the payment of any Storage charges accumulated. Nevertheless the Warehouser remains responsible for the payment of all charges accrued during the period of the Warehouser's ownership.

12. INTEREST: If any payment is not made on or before the due date for payment, interest shall be payable at the rate selected. If there is no due date for payment, interest shall be payable if there has been an unreasonable delay in payment. Interest payable shall be appropriate to the currency

involved. If the amount of interest is not mutually agreed, interest will be payable at a rate of 1.5% per calendar month, calculated daily.

13. LEVIES AND TAXES: Any industry, statutory or government levies which are not included in the contract price shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) is applicable to the storage per these terms and conditions, subject to the issuing of a valid tax invoice, Nhill Bulk Handling will recover from the Owner an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

14. WEIGHTS AND MEASURES: Nhill Bulk Handling will ensure that all weights are determined by a registered weigh bridge. Any grain testing and quality testing equipment Nhill Bulk Handling uses will be provided at its expense and in line with industry practice.

15. RECORD KEEPING: Nhill Bulk Handling will maintain and keep complete and accurate records of all commodities stored by it (including the Commodity) and of all actions taken by it in relation to the stored Commodity. Such records will be sufficient, as a minimum, to identify the amount, location and ownership of any stored commodity, including the joint ownership of any commingled commodity. Nhill Bulk Handling will provide the Owner with details of its stored Commodity on regular Month End basis or via request.

16. INSOLVENCY: In the event of our insolvency, the Warehouser or any purchaser remains the owner of the Commodity. The Warehouser will be entitled to immediate discharge of its Commodity, on demand, subject to any lien.

17. EXCLUSION OF LIABILITY: Unless otherwise stated, Nhill Bulk Handling is not liable for damage, destruction, contamination or loss of grain unless caused by the negligence of Nhill Bulk Handling. The Warehouser acknowledges that Nhill Bulk Handling is unable to test on receipt for germinative quality of barley, toxic or other chemical residues, genetically modified seed or other contamination. Nhill Bulk Handling is not liable for any direct or consequential damage caused by or otherwise relating to the storage or handling of relating to the storage or handling of contaminated commodity. The Warehouser acknowledges that any transportation of the Commodity is at the Warehouser's risk, including without limitation, transportation of Commodity arranged by or on behalf of or at the request of either the Warehouser or Nhill Bulk Handling.

18. EVENTS BEYOND OUR CONTROL: Nhill Bulk Handling is not liable to compensate the Warehouser or any third party for any loss sustained or damages suffered by you and arising from events beyond our reasonable control. These include Acts of God, accident, explosion, fire, storm, lightning, floods, severe weather, earthquakes, mechanical breakdown, equipment damage or other similar cause. Nhill Bulk Handling will take all steps to mitigate and end the event as quickly as possible and resume performance under this Agreement as soon as reasonably practicable.

19. INSURANCE: Nhill Bulk Handling is under no obligation to insure the Commodity against loss, damage, destruction. The Warehouser will at all times during this agreement keep the Commodity insured against all risks while it is held at the nominated facility/facilities. The Warehouser will ensure that Nhill Bulk Handling is named in all relevant insurance policies as a joint insured in its capacity as custodian or alternatively a waiver of subrogation rights against Nhill Bulk Handling is to be included in all policies. Nhill Bulk Handling reserves the rights to request the Owner to submit evidence of the above.

20. DOMICILE: These terms and conditions shall be governed by and shall be construed in accordance with the law of Victoria. Performance of this contract is subject to orders, rules and regulations of all government agencies, except as limited herein.

21. USE OF INFORMATION: The Warehouser agrees that Nhill Bulk Handling may at its discretion provide the Warehouser's delivery details to marketers/traders for the purpose of promoting their services to the Warehouser.

22. ARBITRATION: Any dispute arising out of this agreement and these terms and conditions, including the existence of the agreement and any question of law arising in connection therewith shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the date of this agreement and of which both parties hereto shall be deemed to be cognizant. Neither party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitration in accordance with the Dispute Resolution Rules of GTA, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring an action or other legal proceedings against the other of them in respect of any such dispute.

NHILL BULK HANDLING

GRAIN STORAGE & CONTAINER PACKING

4 Rethus Drive, Nhill Victoria
Ph 03 53911855 Fax 03 53911545
www.nhillbulk.com.au

2015/16 Grower Warehousing Agreement

Schedule 1

STORAGE	Wheat	Feed Barley	Malt Barley	Oats	Pulses
Receival	\$ 8.80 per tonne	\$ 8.80 per tonne	\$ 9.80 per tonne	\$ 11.60 per tonne	\$ 12.40 per tonne
Shrinkage	0.7 %	0.7 %	0.7 %	0.7 %	0.9 %
Monthly Storage	No Charge (from Receival to 30/9/2016)				
Monthly Storage (from 1/10/2016)	\$2.50 per tonne				
Outturn	\$4.40 per tonne				
Outturn Surcharge	P.O.A. (Weekends / Public Holidays)				
Transfer	No Charge				
Sample Requests	On-charged at Cost				
Regrade	P.O.A.				
Payment Terms	14 Days End of Month				

Receival	Applies to receival tonnage (i.e. pre-shrunk tonnes). Applies to cover the services of receival, weighing, sampling, classifying, initial storage, ongoing hygiene management, quality certificate and any ticket amendments (if applicable). Receival fee is charged upon the grain being outturned by the Warehouser. Receival fee is not applicable where grain is transferred to a Buyer.
Shrinkage	Applies to receival tonnage (i.e. pre-shrunk tonnes). A factor deducted for each load delivered to account for loss of mass during the receival and handling process.
Monthly Storage	Applies to shrunk tonnes. Applies to stored grain that is comingled and is applied to the opening stock balance at the first day of the month commencing 1 st October 2016. Monthly storage from receival to 30 th September 2016 is free of charge.
Outturn	Applies to shrunk tonnes. Applies to all grain outturned during normal day shift operations. Surcharge applies to weekends and public holidays.
Sample Requests	Applies to a Warehouser request for a representative sample of a grade.
Regrade	Applies to shrunk tonnes. Applies to all Warehouser requested regrades across grades or across seasons.