

NHILL BULK HANDLING

GRAIN STORAGE & CONTAINER PACKING

4 Rethus Drive, Nhill Victoria
Ph 03 53911855 Fax 03 53911545

www.nhillbulk.com.au

2015/16 Storage & Handling Agreement

This Agreement is for the storage of the commodity specified in Schedule 1 pursuant to the storage and handling terms and conditions as follows.

The parties have entered into an Agreement on the following terms and conditions. These terms and conditions form part of the GTA Storage and Handling Agreement.

1. BACKGROUND: These terms and conditions apply to the storage and handling of the commodity specified in Schedule 1 ("Commodity") stored by Nhill Bulk Handling. These services are provided to the Client named in this agreement ("Client") and any subsequent Transferee of the commodity.

2. AGREEMENT: The Client agrees to store the Commodity identified in Schedule 1 of this Agreement 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.

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 Client 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 Client'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 Client 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 Client'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 Client 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.

9. ADJUSTMENTS: If for any reason beyond Nhill Bulk Handling's control it does not hold sufficient Commodity of the type and specification of Client's Commodity at the time the Client or a purchaser notifies Nhill Bulk Handling of dispatch, Nhill Bulk Handling is entitled to satisfy any such physical shortfall by (at Nhill Bulk Handling's option) payment of compensation or provision of replacement stock of equivalent or higher quality.

10. TRANSFER: To transfer Commodity to a third party ("Transfer") the Client must notify Nhill Bulk Handling in writing. Title in the grain is not transferred until written notification is provided to Nhill Bulk Handling. The Client 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 Client 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 stored Commodity must be paid by the Client 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 Client, or as applicable, within 14 days of the end of the month (or week) 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

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 request.

16. INSOLVENCY: In the event of our insolvency, the Client or any purchaser remains the owner of the Commodity. The Client 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 Client 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 Client acknowledges that any transportation of the Commodity is at the Client's risk, including without limitation, transportation of Commodity arranged by or on behalf of or at the request of either the Client or Nhill Bulk Handling.

18. EVENTS BEYOND OUR CONTROL: Nhill Bulk Handling is not liable to compensate the Client 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. OUT OF SPECIFICATION GRAIN: Where a Client believes they may have a claim for out of specification grain, the Client must: advise Nhill Bulk Handling immediately; cease unloading suspected loads; allow Nhill Bulk Handling to inspect and retain samples of suspected out of specification grain; and allow Nhill Bulk Handling every opportunity to mitigate all actual or potential loss. Nhill Bulk Handling will not be liable to any loss sustained or damages suffered by you (including but limited to road transportation costs) where these provisions are not satisfied.

20. INSURANCE: Nhill Bulk Handling is under no obligation to insure Commodity against loss, damage, destruction. The Client will at all times during this agreement keep the Commodity insured against all risks whilst it is held in storage at the facility. The Client 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.

21. 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.

22. RULES OF TRADE: These terms are subject to the Trade Rules of the Grain Trade Australia Limited [GTA] currently in effect, except to the extent the same are in conflict with the terms expressed herein. In the event of any conflict between these terms and the Trade Rules, these terms will prevail.

23. 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

2015/16 Storage & Handling Agreement

This agreement is between:

Nhill Bulk Handling (ABN 36 166 704 418)

4 Rethus Drive, Nhill, Victoria 3418

Phone 03 5391 1855 / Facsimile 03 5391 1545

Email office@nhillbulk.com.au

And Client

Company/Trading Name _____

ABN _____

Address _____

Phone _____

Facsimile _____

Email _____

Executed as an agreement on ____ / ____ / ____

Signed for **Nhill Bulk Handling** _____

Name _____

Position _____

Signed for **Client** _____

Name _____

Position _____



NHILL BULK HANDLING

GRAIN STORAGE & CONTAINER PACKING

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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 (to 30/9/2016)	\$ 1.45 per tonne			\$ 1.60 per tonne	\$ 1.65 per tonne
Monthly Storage (from 1/10/2016) until Out-turned	\$ 2.50 per tonne				
Outturn	\$ 4.40 per tonne (not charged if grain is containerised)				
Outturn Surcharge	P.O.A. (Weekends / Public Holidays)				
Transfer	\$ 0.25 per tonne				
Sample Requests	On-charged at Cost				
Regrade	P.O.A.				
Payment Terms	14 Days End of Month				

CONTAINER PACKING	Wheat	Feed Barley	Malt Barley	Oats	Pulses
Container Packing Rate	\$ 62.50	\$ 67.50	\$ 67.50	\$ 75.00	\$ 64.50
Average Weight Per Container	25 tonnes	22 tonnes	22 tonnes	18 tonnes	25 tonnes
Fumigation - Phosphine	Standard Fumigation as part of the Storage Protocol				
Fumigation – Methyl Bromide	\$ 3.00 per tonne				
Grain Received In Direct For Packing Post Harvest	0.3 % Shrinkage	0.3 % Shrinkage	0.3 % Shrinkage	0.3 % Shrinkage	0.6 % Shrinkage
Payment Terms	14 Days End of Week				

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Schedule 1 – Explanatory Notes

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).
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. Storage charges for 2015/16 season grain commence on the first of the month, one month after the month of first delivery from 1 st October 2015. Increased rate applies for tonnes still in storage on 1 st October 2016, until out-turned.
Outturn	Applies to shrunk tonnes. Applies to all grain outturned during normal day shift operations. Surcharge applies to weekends and public holidays.
Transfer	Applies to in-store transfers from one client to another client. Applies to shrunk tonnes and is payable by the Seller.
Sample Requests	Applies to a client request for a representative sample of a grade.
Regrade	Applies to shrunk tonnes. Applies to all client requested regrades across grades or across seasons.
Container Packing Rate	<p>Packing only available from 15th January to 31st October inclusive.</p> <p>Farmer's dressed bulk only. Single rate per tonne inclusive of pickup of empty 20' container(s) from designated Melbourne Container Parks, delivery to Nhill Bulk Handling facility, supply and fitting of false bulkheads (where applicable), empty container inspection (where applicable), full accredited weighbridge documentation, shipment and inventory recording and reporting, classification and reporting of each container order, wharf documentation (PRA) and time slot bookings, DAFF charges (where applicable), bolt seals and return of packed 20' container(s) to designated Container Terminal in Melbourne. Container freight is generally provided as a rail/road/rail combination.</p>

Availability of packing space must be confirmed by Nhill Bulk Handling prior to any booking being accepted. Packing instructions for confirmed bookings must be received twenty one (21) days prior to first date of receipts for the nominated vessel, unless agreed otherwise. Such information to include commodity, grade, tonnage, contract reference, sample requirements, name of shipping line, booking number, vessel, voyage number, empty release depot, transshipment port and final destination. If packing instructions with vessel details are not received within the timeframe, the space is subject to reconfirmation. Any amendments to packing instructions within ten days of the first date of Receipt will be subject to acceptance by Nhill Bulk Handling.

Grain delivered post-harvest for packing into containers will not incur a receipt fee provided it can be packed within fourteen (14) days of being received and does not require fumigation. Such grain may be fumigated as part of the site's normal fumigation programme and will incur standard monthly storage charges. Subject to agreement with Nhill Bulk Handling Management post-harvest deliveries may be accepted for longer term storage

Insurance on the commodity during transit to, transit from and whilst in store at Nhill Bulk is to remain the care and account of the client. Nhill Bulk Handling will not accept quality or other claims on shipments which have not been subject to independent quality inspection and verification prior to shipment. It is the client's responsibility and cost to appoint an appropriate inspection service. It is the client's responsibility to ensure residues on all grain tendered for packing are compliant with the MRL's (Maximum Residue Limits) for the importing country or domestic market. As Nhill Bulk Handling has no contractual relationship with the actual supplier of the grain, it will not be Nhill Bulk Handling's responsibility to request vendor declarations or treatment information. Any breach of MRL standards will be referred back to the client for action. A fumigation certificate will only be issued if treatment is requested and performed by Nhill Bulk Handling or if a third party treatment certificate is provided prior to packing.

Pricing as per the attached rates schedule is valid until further written notice. Nhill Bulk reserve the right to amend packing rates to reflect current freight costs, fuel levy, etc as required.

All prices are in Australian dollars and are exclusive of GST.