PORT TERMINAL SERVICES AGREEMENT

2026/2027

Quattro P RE Services Pty Ltd as trustee for the Quattro Grain Trust & Newcastle Agri Terminal Pty Ltd

Instrument of Agreement

This **Port Terminal Services Agreement** is made on the date the last Party signed this Agreement.

PARTIES

Company: **Quattro P RE Services Pty Ltd** (ACN 166 538 834) as trustee for the **Quattro Grain Trust** (ABN 63 472 949 145) of Level 27, 45 Clarence Street, Sydney NSW 2000 / **Newcastle Agri Terminal Pty Ltd** (ABN 77 138 486 254) of 38 Robertson Street, Carrington, NSW 2294

Representative: Dave Allen

Mobile: 0408 942 140

Email: dave.allen@qube.com.au

Customer: The person described in item 1 of the Reference Schedule.

RECITALS

A. The Company operates the Port Terminal and carries on the business of receiving, storage, handling and exporting Grain and other commodities at the Port Terminal.

B. The Customer owns the Grain and requires certain services to be performed in respect of such Grain.

C. The Customer has offered to engage the Company to perform the Services, and the Company has agreed to accept the engagement to perform the Services, on the terms and conditions set out in this Agreement.

It is agreed as follows:

1. In consideration of the Customer paying the Charges to the Company and complying with the terms and conditions of this Agreement, the Company agrees to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.
2. This Agreement is constituted by the following documents:
   (a) this Instrument of Agreement, reference to which includes the Reference Schedule;
   (b) the General Terms and Conditions that appear after this Instrument of Agreement;
   (c) any schedules and annexures to the General Terms and Conditions; and
   (d) the Port Operating Protocol and any other document incorporated by reference into this Agreement.
3. This Agreement contains the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior communications between the Parties. Except as expressly stated otherwise in this Agreement, neither Party has relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Agreement.

EXECUTED as an agreement.

By signing this Agreement, the Parties acknowledge having read and agree to be bound by the provisions of this Agreement and warrant to the other Party that it has the power to enter into this Agreement and that all necessary corporate and other action has been taken to authorise the entering into of this Agreement.

Signed for and on behalf of the **Company** by its authorised representative:	**Signed** for and on behalf of the **Customer** by its authorised representative:
Signature of Authorised Representative	Signature of Authorised Representative
Name of Authorised Representative	Name of Authorised Representative
Date	Date

Reference Schedule

1.	**Customer:**	Name:	
		ABN:	
		Address:	
		Representative:	
		Mobile:	
		Email:	
2.	**Payment Terms:**	Booking Slot Fee:	
		Other Charges:	
3.	**Required Security:**	Security Deposit Amount:	
		Bank Guarantee Amount:	
		Personal Guarantors:	
		Corporate Guarantors:	

General Terms and Conditions

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context indicates otherwise:

Agreement means this agreement between the Company and the Customer constituted by the documents described in clause 2 of the Instrument of Agreement.

Approval means any consent, licence, permit, accreditation, authorisation, lodgement, filing, notification, certificate, permission, direction, declaration, authority, approval, registration, clearance, requirement or exemption issued by or required by any relevant Law or Authority.

Authority means any government (including any government department, agency, authority or body), local government authority, statutory authority or body, or other body, instrumentality or person (including a utility services provider) that has any jurisdiction in connection with this Agreement or any part thereof, or Approval is required in connection with this Agreement, the Services or the Port Terminal, and includes any Port Authority.

Bank Guarantee Amount means the amount (if any) specified as the Bank Guarantee Amount in item 3 of the Reference Schedule.

Booking Slot Fee means the charge payable by the Customer to the Company upon the booking of shipping capacity as set out in Schedule 1.

Business Day means a day (not a Saturday, Sunday or a public holiday) on which trading banks are open for business in the State of New South Wales.

Cargo Assembly Plan means the document titled 'Cargo Assembly Plan' or 'Cargo Quality Assembly Plan' or similarly titled document provided by the Customer to the Company, on the Company's form as published on the Company's website and amended from time to time.

Charges means the amounts payable by the Customer to the Company for the performance of the Services as set out in Schedule 1, and includes the Booking Slot Fee.

Claim means any claim, notice, demand, remedy, suit, account, action, proceeding, investigation, right of action, or any claim for compensation or abatement howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether in connection with this Agreement or at Law.

Company means Quattro P RE Services Pty Ltd (ACN 166 538 834) as trustee for the Quattro Grain Trust (ABN 63 472 949 145) / Newcastle Agri Terminal Pty Ltd (ABN 77 138 486 254).

Confidential Information means all information concerning the business, affairs or Personal Information of a Party or its Personnel which is disclosed or otherwise made available by that Party or its Personnel (**Discloser**) to the other Party or its Personnel (**Recipient**) in connection with this Agreement, in any form or media whatsoever, whether before or after the date of this Agreement, including:

(a) the terms and conditions of this Agreement and its subject matter;

(b) information that at the time of disclosure is identified by the Discloser as being confidential; and

(c) all other information relating to the Discloser or its Personnel which the Recipient knows, or ought reasonably to be expected to know, is confidential to the Discloser or its Personnel;

but excludes information that:

(d) becomes generally available to the public other than as a result of a breach or other default by the Recipient;

(e) was known to the Recipient on a non-confidential basis before the date of this Agreement; or

(f) becomes available to the Recipient on a non-confidential basis from another source entitled to make that disclosure, except where the Recipient is aware or should reasonably be aware that the source has a duty of confidentiality to the Discloser in respect of that information.

Contaminant has the meaning given to it in clause 5.3(a).

Corporate Guarantors means the corporations, partnerships, co-operatives, associations, trustees and other entities (if any) specified as Corporate Guarantors in item 3 of the Reference Schedule.

Corporations Act means the *Corporations Act 2001* (Cth).

Customer means the Party identified as the Customer in item 1 of the Reference Schedule.

Customer Grain means that quantity of Grain Received, Stored or otherwise handled by the Company at the Port Terminal for the Customer and, for the avoidance of doubt, includes Stored Grain to the extent of the Customer's Interest.

Damaged Grain means Grain that has been damaged in an incident or event to such an extent that it can no longer be classified by any Receival Standards and is only of salvage value or suitable for disposal.

Delivered means, in respect of Grain, the point and time at which Grain first arrives at the Port Terminal and is accepted by the Company into Storage at the Port Terminal.

Dust means Grain dust attributable to the Customer Grain extracted from dust collection plant and equipment in the Port Terminal, but excluding Damaged Grain.

Excluded Loss means any loss of profit or anticipated profit, loss of revenue or anticipated revenue, loss of savings or anticipated savings, loss of business, loss or denial of opportunity, loss of production, loss of existing or future contract, loss of access to markets, loss of or damage to goodwill or reputation, damage to credit rating, punitive or exemplary loss or

damage, whether direct or indirect, arising out of or in connection with this Agreement and any loss or damage that is in the nature of indirect, special, incidental or consequential loss or damage.

Expiry Date has the meaning given to it in clause 2.1(a).

Force Majeure Event means any event or circumstance or combination of events or circumstances which prevents, impedes, hinders or delays a Party from performing any of its obligations under this Agreement that is outside that Party's reasonable control (other than an obligation to pay), occurring either before or after the date of this Agreement, including:

(a) act of God, severe weather event, fire, smoke, inclement weather, flood, tidal conditions, earthquake, cyclone, tornado, hurricane, landslide, explosion, lightning, induction caused by lightning or other natural disaster;

(b) any local, national or global supply chain disruptions (including congestion or constrained capacity at the Port Terminal, or any shortage or unavailability of goods, materials or resources required for the performance of any part of the affected Party's obligations under this Agreement);

(c) any accident or breakdown, damage or destruction (howsoever caused) of any ship-loader, plant or equipment at the Port Terminal that is required for the performance of the Services;

(d) failure, disruption or delay in transportation;

(e) any action or inaction by any Authority, or any order of a court;

(f) endemic, epidemic, pandemic (including an event which arises from the COVID-19 pandemic or any other strain evolving therefrom), infectious disease outbreak or other public health emergency;

(g) war (whether declared or not), acts of terrorism (whether actual or threatened), cyber-attacks, cyber warfare, ransomware attacks, cyber sabotage, sabotage, riot, insurrection, national emergency (whether in fact or law), martial law or civil disturbances or any blockage of the port where the Port Terminal is located;

(h) trade sanction (whether foreign or domestic), quarantine or custom or other export or import restriction, confiscation, prohibition, nationalisation, requisition, expropriation or embargo by or under the order of any Authority;

(i) industrial action (including any strike, stoppage, picket line, work ban, go slow or lock out) or other labour dispute or shortage which affects a Party's obligations which is not caused by that Party affected; or

(j) any delay or non-performance by any person engaged by a Party (including any contractor, subcontractor, consultant or supplier) affecting the performance of any part of that Party's obligations under this Agreement which is attributable to any of the events set out in paragraphs (a) to (i).

Grade means a grade of Grain of a given Season specified in the Receival Standards of that same Season, or any other grade agreed by the Parties.

Grain means the seed of any crop or pasture species, including Pulses and Oilseeds.

Grain Movement Order or **GMO** means a request issued by the Customer for the Company to Outturn Grain in writing, by email, or via the Company's grain management system as notified and made available to the Customer from time to time.

Grower means any person involved in the growing of Grain.

GST means any tax imposed by or through the GST Law on a supply (without regard to any input tax credit) including, where relevant, any related interest, penalties, fines or other charges to the extent they relate to a supply under this Agreement.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GTA means Grain Trade Australia Ltd (ABN 70 979 095 411), the organisation responsible for establishing Grain Receival Standards and Sampling Methods as published on the GTA website available at https://www.graintrade.org.au/.

Independent Testing means testing of samples of Grain in accordance with the Sampling Methods, to be conducted by an independent accredited testing laboratory as nominated by the Company from time to time.

In-Store Transfer has the meaning given to it in clause 8.2(a).

In-Store Transfer Form means the document titled 'In-Store Transfer Form' or similarly titled form as published on the Company's website, as amended from time to time.

Infested Grain means Grain that contains, or the Company reasonably expects contains, any pest, insect or other infestation.

Insolvency Event means, in respect of a Party, any of the following events:

(a) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the Party;

(b) any part of the Party's property or undertaking becomes subject to a personal insolvency arrangement under part X of the *Bankruptcy Act 1966* (Cth) or a debt agreement under part IX of the *Bankruptcy Act 1966* (Cth);

(c) the Party is unable to pay its debts when they fall due or is unable to pay its debts within the meaning of the Corporations Act, or is presumed to be insolvent under the Corporations Act;

(d) the Party stops or suspends (or threatens to stop or suspend) payment of all or a class of its debts;

(e) the Party is seeking, or makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that the party is seeking, to take advantage of the safe harbour against insolvent trading available under Division 3, Part 5.7B of the Corporations Act;

(f) the Party makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that the Party is insolvent;

(g) an application is made to a court for the winding up of the Party and not stayed within 21 days;

(h) a winding up order is made in respect of the Party;

(i) the Party ceases to carry on business;

(j) an application or order is made for the liquidation of the Party or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the Party, otherwise than for the purpose of an amalgamation or reconstruction; or

(k) any event analogous to any of the above events occurs.

Interest means the proportion of Stored Grain of which the Customer holds a proprietary interest as tenant in common, being the proportion that the undrawn quantity of Customer Grain of a particular type and Grade Delivered by or on behalf of the Customer (as determined by the Company upon Receival or Regrading) bears to the total quantity of Stored Grain of that particular type and Grade (and not the same physical Grain that was Delivered by the Customer or transferred to the Customer).

Ipso Facto Laws means the *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* (Cth).

Laws means and includes:

(a) national, federal (including Commonwealth), state, territory or local government statutes, regulations, subordinate legislation or laws, by-laws, ordinances, orders, awards or proclamations of the jurisdiction where any of the Services are being carried out, and any future legislative enactments or amendments;

(b) Approvals, requirements or other preconditions required by Law or any Authority;

(c) the principles and rules of the common law and equity as applied from time to time in the State of New South Wales; and

(d) any fees or charges payable in connection with the above.

Loss means any losses, liabilities, damages, injuries, costs, charges or expenses (including lawyers' fees and expenses on a full indemnity basis), fines and penalties howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether in connection with this Agreement or at Law.

Maximum Residue Limit or **MRL** means the maximum concentration of a residue resulting from the registered use of an agricultural or veterinary chemical which is legally permitted or recognised as acceptable to be present in or on a food, agricultural commodity or animal feed.

Oilseeds means canola, linola, soybean, sunflower, safflower, cottonseed, linseed and any other oilseed crop.

Outturn means:

(a) the physical transfer of Grain from the Company to the Customer or a third party authorised by the Customer to receive the Grain which will be deemed to occur:

  (i) where the Grain is outturned in bulk, when the Grain exits the delivery spout into its means of transport (whether a vessel, bulk trailer, bulk wagon or otherwise); or

  (ii) where the Grain is outturned in a container, when the container is loaded onto its means of transport;

(b) the disposal of Damaged Grain;

(c) any other outturn required and directed by the Customer for the purposes of stock accounting; or

(d) any other outturn required and directed by the Customer under a GMO.

Outturn Entitlement has the meaning given to it in clause 8.1(a).

Party means a party to this Agreement.

Payment Terms means, in respect of a Charge, the terms of payment for that Charge as specified in item 2 of the Reference Schedule.

Personal Guarantors means the natural persons (if any) specified as Personal Guarantors in item 3 of the Reference Schedule.

Personal Information has the meaning given to it under the *Privacy Act 1988* (Cth).

Personnel means, in relation to a Party, its Related Bodies Corporate and its officers, employees, agents and that of its Related Bodies Corporate, and:

(a) in the case of the Company, includes its Subcontractors; or

(b) in the case of the Customer, includes:

  (i) any Grower, contractor or other person Delivering Grain to the Port Terminal directly or indirectly for or on behalf of the Customer;

  (ii) any ocean carrier engaged by the Customer or any customer of the Customer; and

  (iii) its consultants, suppliers, contractors and subcontractors and those of its Related Bodies Corporate (other than the Company and its Personnel).

Port Authority means, in respect of the port in which the Port Terminal is located, the relevant port authority established under the *Ports and Maritime Administration Act 1995* (NSW), any private port operator who manages landside tenant leases and port infrastructure, and any person appointed or otherwise acting as harbour master under the *Marine Safety Act 1988* (NSW).

Port Operating Protocol means the document titled 'Port Operating Protocol', 'Port Loading Protocol' or similarly titled protocol as published on the Company's website at the time of the relevant activity, as amended from time to time in accordance with clause 4.3 and the current version of which as at the date of this Agreement is included in Schedule 2.

Port Terminal means the Company's seaboard terminal at Berth 103, Inner Harbour, Port Kembla, New South Wales / Dyke No.2 Berth, Port of Newcastle, New South Wales and includes any Grain receival, storage and handling facilities operated by the Company in connection with the provision of the Services to the Customer which are near, adjacent to or otherwise located within the same port as such seaboard terminal, or such other port terminals as may be operated by the Company.

Port Terminal Customer means a person who has executed an agreement with the Company that is the same or substantially similar to this Agreement for the Company's performance of the Services or services substantially similar to the Services at the Port Terminal for that person and, where the context permits, may include the Customer.

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

PPS Register means the Personal Property Securities Register established under Part 5.2 of the PPSA.

Pulses means chickpeas, lupins, field peas, faba beans, lentils, vetch, broad beans and any other grain legumes.

Receival means the process of Testing, weighing, tipping, inwardly elevating and placing the Grain into the Port Terminal on behalf of a Customer and **Receive** has a corresponding meaning.

Receival Standards means:

(a) the trading standards prescribed or otherwise published by GTA from time to time; and

(b) any additional receival standards as published by the Company from time to time,

in respect of Receival, at the time the Grain is received, and in respect of Outturn, at the time of Outturn, and otherwise at the time the Grain is Regraded in accordance with this Agreement.

Reference Schedule means the Schedule to the Instrument of Agreement.

Regrade means the re-grading of Grain of the Grade of one Season to the same Grade of Grain of another Season or as the case may be the regrading of Grain of one Grade of a Season to a different Grade of Grain of the same or different Season.

Related Bodies Corporate has the meaning given to it in the Corporations Act.

Representative means, in respect of a Party, the relevant representative as set out in the Instrument of Agreement.

Sampling Methods means:

(a) the sampling methodology prescribed or otherwise published by GTA from time to time; and

(b) any additional sampling methods as published by the Company from time to time,

in respect of Receival, at the time the Grain is received, and in respect of Outturn, at the time of Outturn, and otherwise at the time the Grain is Regraded in accordance with this Agreement.

Season means the period in which most of the Grain is harvested by Growers and delivered to storage facilities, typically commencing at the start of November in one year and going through to the end of February of the following year.

Security Deposit Amount means the amount (if any) specified as the Security Deposit Amount in item 3 of the Reference Schedule.

Security Interest means:

(a) any legal or equitable interest or power created, arising in or reserved in or over an interest in the Customer Grain; or

(b) any security for payment of money, security interest as defined in the PPSA, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement),

and includes any agreement or arrangement to grant or create anything referred to in paragraphs (a) or (b);

Services means the services provided by the Company to the Customer under this Agreement in respect of all Grains at the Port Terminal and includes Receival, Storage, Grain handling and Outturn, and Grain export services but does not include storage, transport (by rail, truck or other vehicle), handling or other services in respect of Grain prior to Receival.

Shrinkage means the quantity of Customer Grain lost in:

(a) the normal storage and handling process including loss of mass through changes in moisture content;

(b) in handling; and

(c) as a result of the normal handling process has been downgraded to Grain of no commercial value, for example mouldy Grain, Grain mixed with dirt and stones,

but does not include Grain lost as Dust or Damaged Grain.

Shrinkage Allowance means the allowance for Shrinkage specified under this Agreement or such other allowance for Shrinkage as may be agreed between the Company and the Customer from time to time.

Storage means warehousing, control and movement of Grain at the Port Terminal or otherwise at a storage facility owned or operated by the Company or any of its Related Bodies Corporate in accordance with clause 7.4(b)(ii).

Stored Grain means, in respect of a particular type and Grade of Grain, all of the Grain of that type and Grade Stored by the Company in which the Customer has or will have an Interest.

Subcontractor means any person directly engaged by the Company to perform any part of the Company's obligations under this Agreement (including any contractor, subcontractor, consultant or supplier).

Term has the meaning given to it in clause 2.1(a).

Testing means testing as described in clause 6(b) and such other testing as the Parties agree from time to time.

Vessel Nomination means the document titled 'Vessel Nomination, 'Vessel Nomination Advice' or similarly titled document provided by the Customer to the Company, on the Company's form (as published on the Company's website and amended from time to time), to nominate a vessel for a Grain shipment as set out in the Port Operating Protocol.

Wilful Misconduct means any act or failure to act which was a deliberate and wrongful act or omission committed with the intention of causing harmful consequences, or that involved reckless disregard or wanton indifference to the likely consequences but shall not include any accident, error of judgement, negligence or a breach of duty.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) no rule of construction applies to the disadvantage of a Party on the basis that it put forward this Agreement or any part of it, or seeks to rely on this Agreement or any part of it;

(b) a reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, consolidated, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this Agreement) or agreement, or a provision of a document (including this Agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a Party to this Agreement includes their executors, administrators, successors and permitted assigns including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(iv) a part, clause, annexure, exhibit or schedule is a reference to a part and clause of, and an annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;

(v) an expression importing a natural person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(vi) time is to local time in the State of New South Wales; and

(vii) any thing (including a right, obligation or concept) includes each part of that thing;

(c) if any amount becomes payable under this Agreement on a day which is not a Business Day, that amount is payable on the next Business Day;

(d) words denoting the singular number include the plural and vice versa;

(e) this Agreement will, if a Party comprises more than one person, bind such persons jointly and severally;

(f) If a Party is a trustee, it is bound both personally and in its capacity as a trustee;

(g) headings and underlinings are for convenience only, and do not affect the interpretation of this Agreement;

(h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) all currency amounts are in Australian dollars; and

(j) wherever the words 'including', 'for example' or similar expressions are used in this Agreement, those words will be interpreted in all cases as if they were proceeded by the further words 'but not limited to' or the appropriate grammatical derivative.

2. TERM

2.1 Term

(a) This Agreement commences on the date of this Agreement and, subject to earlier termination in accordance with this Agreement or at Law, ends at 11:59 pm on 31 October 2026 (**Expiry Date**), unless this Agreement is held over under clause 2.2 in which case it will end in accordance with clause 2.2 (**Term**).

(b) This Agreement supersedes any previous agreement between the Company and the Customer for the performance of the Services or services similar to the Services in respect of the Customer Grain held over at the Port Terminal as at the date of this Agreement.

2.2 Holding Over

This Agreement terminates automatically on the Expiry Date and without the need for any further notice to be given by either Party save that if:

(a) the Customer's Grain remains at the Port Terminal after the Expiry Date with the Company's written consent;

(b) the Company, at its discretion, continues to perform the Services in respect of the Customer Grain at the Port Terminal; and

(c) the Parties have not otherwise entered into a new written contract to govern the performance of the Services in respect of the Customer Grain held over at the Port Terminal (**Superseding Agreement**) prior to the Expiry Date,

then the terms and conditions set out in this Agreement will continue to apply in respect of the Services (including the obligation to pay to the Company the Charges and any other costs incurred while continuing to hold the Customer Grain) until the earlier of:

(d) the day immediately following the date of an Outturn of the Customer Grain which results in the Customer no longer having any Outturn Entitlement at the Port Terminal;

(e) the time at which this Agreement is terminated in accordance with its terms and conditions; and

(f) at 11:59 pm on the day immediately preceding the date that a Superseding Agreement comes into effect in accordance with its terms and this Agreement will be deemed to be terminated and superseded by that Superseding Agreement.

3. SUPPLY OF SERVICES

3.1 Basis for Services

Unless expressly agreed otherwise in writing by the Company, nothing in this Agreement:

(a) constitutes an undertaking, representation or warranty from the Company that it will provide Services to the Customer for all of the Customer's requirements or in respect of any particular minimum or maximum quantity or quality of Grain; or

(b) obliges the Company to perform, or entitles the Customer to receive, any services in respect of Grain prior to Receival (including storage, transport (by rail, truck or other vehicle), handling or other services) and to the extent that Customer requires any such services in respect of Grain, it must obtain and procure them at its cost.

3.2 Hours of Operation

(a) The Port Terminal will be open for Receivals and Outturns on the days and at the times published in the Port Operating Protocol as those operating days and times may be amended under the Port Operating Protocol and this clause 3.2

(b) Subject to clause 3.2(c), the Company will provide the Customer with reasonable prior written notice of any change to the hours of operation of the Port Terminal.

(c) The Company may close the Port Terminal (and cancel or defer any booking for Receivals and Outturns) if a Force Majeure Event occurs or for any other reason where the Company considers it necessary to do so for the safe and efficient operation of the Port Terminal, in which case the Company will use reasonable endeavours to give the Customer as much notice as is reasonably practicable.

(d) Where the Customer requests the Company to Receive or Outturn the Customer Grain outside of the Company's normal hours of operation (**Request**) and where the Company in its discretion confirms it is willing to accept the Request, the Company will notify the Customer of the conditions upon which the Company will be willing to accept the Request, including the additional amounts payable to the Company for the performance of such Services and any other terms and conditions as reasonably required by the Company (**Conditions of Acceptance**). The Company is not obligated to comply with such Request unless and until the Parties have agreed in writing the Conditions of Acceptance and the Company will not incur any liability to the Customer (or person claiming through the Customer) for such non-compliance.

4. GENERAL OBLIGATIONS

4.1 Company's Obligations

(a) The Company must:

(i) carry out the Services with the degree of professional skill expected of a competent professional contractor experienced in carrying out services of a similar nature to the Services;

(ii) perform the Services in compliance with all applicable Laws; and

(iii) hold all Approvals as required from time to time under any Law in relation to the performance of the Services.

(b) The Company must ensure that, in providing the Services, the Company and its Personnel take reasonable care not to damage the plant and equipment of the Customer or its Personnel.

4.2 Customer's General Obligations

(a) The Company must:

(i) comply with all applicable Laws that relate to its activities and the export of Grain; and

(ii) hold all Approvals as required from time to time under any Law in relation to its activities and the export of Grain.

(b) Access to the Port Terminal is subject to compliance with the Company's conditions of entry detailed on the signage at the Port Terminal's entrance (**Conditions of Entry**). By entering the Port Terminal, the Customer and the Customer's Personnel are deemed to have accepted, and agree to be bound by, the Conditions of Entry.

(c) The Customer must ensure that its Personnel at all times while at and around the Port Terminal:

(i) comply with all Laws and all lawful directions given to them by the Company;

(ii) are suitably trained, competent, experienced and hold all Approvals required to undertake their activities;

(iii) comply with all Conditions of Entry and other reasonable requirements of the Company as notified from time to time to the Customer;

(iv) are at all times medically fit for work and are not under the influence of drugs or alcohol or impaired by fatigue;

(v) wear appropriate safety clothing and other personal protective equipment; and

(vi) leave the Port Terminal when directed to do so by the Company after failing to comply with this clause 4.2(c) or where the Company reasonably considers that the Customer's Personnel are incompetent, negligent or conducting themselves in an unsafe manner.

(d) At any time whilst at the Port Terminal, the Customer's Personnel may be required to participate in drug and alcohol testing carried out by or on behalf of the Company at the Port Terminal. By accessing the Port Terminal, the Customer and its Personnel are deemed to have consented to such drug and alcohol testing.

(e) Where any of the Customer's Personnel are determined or otherwise reasonably suspected by the Company to be unfit for duty, the Customer must immediately at its sole cost:

(i) replace the relevant Personnel in order for the Customer to be permitted by the Port Terminal to continue to operate any vehicle or item of equipment at the Port Terminal; and

(ii) arrange for the safe transportation of the relevant Personnel away from the Port Terminal.

(f) If the Customer or any of the Customer's Personnel fail to comply with clauses 4.2(c), 4.2(d) and 4.2(e), the Company may, in its discretion and without any liability to the Customer (or any person claiming though the Customer), deny that person or those persons access to, or remove them from, the Port Terminal.

(g) The Customer must ensure that its vehicles and other equipment, and those of its Personnel, are maintained in good, suitable and roadworthy condition and comply with all Laws. The Company may refuse entry to, or request the removal from, the Port Terminal any vehicle or item of equipment of the Customer or its Personnel if the Company reasonably considers that it is unsafe, defective or creates a risk to persons, property or the environment, and the Customer must, and must ensure that its Personnel, immediately comply with any such request.

(h) The Customer must ensure that it and its Personnel take reasonable care not to damage the Port Terminal, or any other plant and equipment of the Company, its Personnel or any other person at the Port Terminal.

4.3 Port Operating Protocol

(a) The Company and the Customer agree to be bound by and comply with, and be bound by, the provisions of the Port Operating Protocol whenever the Customer engages the Company to provide the Services at the Port Terminal.

(b) The Company may amend the Port Operating Protocol from time to time where the Company acting reasonably considers such amendment is necessary or desirable as a result of or in connection with:

(i) any change of Law;

(ii) any change in rules, policies or operational processes or procedures introduced by any Authority;

(iii) any Force Majeure Event;

(iv) any other change the Company reasonably considers necessary or desirable to prevent injury to persons, harm to the environment or loss or damage to property at or near the Port Terminal (including any Grain); or

(v) any other change affecting access or operations at the Port Terminal, including on or around the berth,

which occurs or is brought into effect after the date of this Agreement. The Company will notify the Customer of any amendments made to the Port Operating Protocol in accordance with this clause 4.3.

5. RECEIVAL OF GRAIN

5.1 Receival

(a) During the Term, the Company will, subject always to clause 5.1(c):

(i) Receive Customer Grain that has been pre-contracted by the Customer with the Company to fill an agreed Cargo Assembly Plan, provided the Customer has complied with the Port Operating Protocol and the Customer Grain meets the standards required under this Agreement and as set out in the Vessel Nomination; and

(ii) otherwise, use reasonable endeavours to Receive Customer Grain into the Port Terminal in accordance with the Customer's request, subject to the terms and conditions of this Agreement.

(b) Prior to the Delivery of the Customer Grain to the Port Terminal, the Customer must:

(i) notify the Company in writing that the Customer wishes to Deliver Grain to the Port Terminal, including the name of its agent or contracted carrier Delivering the Grain and the expected time of Delivery in accordance with the Port Operating Protocol; and

(ii) obtain the prior written consent of the Company to Deliver the Grain to the Port Terminal in accordance with the Port Operating Protocol.

(c) The Company retains absolute discretion as to what type, Grade, specification and quantity of Grain it will Receive into the Port Terminal. The Company may, at its discretion, refuse to Receive or Store any Grain from or on behalf of the Customer (or defer such Receival or Storage) where:

(i) in the Company's reasonable opinion, the Grain does not comply with the Receival Standards or the other requirements of clause 5.3;

(ii) the Company determines that the Port Terminal does not have capacity to Receive that Grain, it being acknowledged that systemic capacity at the Port Terminal is generally limited and may be diminished from time due to various factors largely outside the Company's reasonable control, including:

(1) competing users of the berth;

(2) delays in presentation of vessels;

(3) delays and interruptions in the accumulation and Outturn of other Port Terminal Customers' Grain; and

(4) the occurrence of Force Majeure Events; or

(iii) the Customer is:

(1) in financial default of its obligations under this Agreement or any other agreement between the Customer and the Company or any of its Related Bodies Corporate; or

(2) otherwise in breach of this Agreement (including any obligation to provide security in accordance with clause 11).

(d) Where the Company accepts the Delivery of Customer Grain into the Port Terminal, the Company will:

(i) Receive the Customer Grain Delivered at the Port Terminal;

(ii) Store the Customer Grain for the Customer at the Port Terminal; and

(iii) Outturn the Customer Grain up to the Customer's Outturn Entitlement at such times and in such quantities as the Customer requires in accordance with clause 8.

(e) Where the Company refuses to Receive any Grain from or on behalf of the Customer in accordance with this Agreement, the Customer must, or must ensure that the Customer's Personnel, safely transport the Grain away from the Port Terminal and the Company will have no liability to the Customer for any loss, damage, cost or expense arising out of any such refusal.

(f) The Customer will ensure that where Grain is Delivered from a facility that was not owned or operated by the Company (**Third Party Facility**), it provides:

(i) written confirmation to the Company of fumigation clearance certificate for the Grain issued by a licensed fumigator; and

(ii) Grain treatment details for the time the Grain was stored at a Third Party Facility.

5.2 Nomination of Ownership

The Customer will ensure that where Grain is Delivered by a Grower, or agent on behalf of the Customer, the Grower or agent will clearly state in writing the Customer's name at the time of delivery (**Nomination**). The Customer will also ensure

that a Nomination contains a signed statement to the effect that the Grower or agent transfers all of the right, title and interest to and in the Grain to the Customer [free of all Security Interests]. All Nominations are final and irrevocable and the Company may rely on the details of the Nomination without any further enquiries.

5.3 Receival Standards

(a) The Customer represents, warrants and must ensure that each Delivery of Grain:

(i) corresponds with the type, Season and Grade of Grain declared in any Nomination or other information provided to the Company by, for or on behalf of the Customer during Receival;

(ii) complies with the Receival Standards; and

(iii) is in fit condition for safe and hygienic Storage and free from the presence, at any level or concentration, of:

(1) any pest, insect or other infestation, toxic or chemical treatments that are not registered for use on Grain in Australia;

(2) registered chemical treatments present in excess of the legal MRL;

(3) marker dyes, mould, smut, ergot or related fungal material;

(4) any metal, glass, plastics or non-organic material;

(5) any organic or objectionable material that may constitute a food safety risk; and

(6) any biological material that has not been legally approved for use in Australia,

(**Contaminants**).

(b) The Customer must:

(i) comply with all applicable Laws relating to the Grain and its handling;

(ii) ensure that each Delivery of Grain complies with the Receival Standards; and

(iii) not Deliver, and must ensure that none of its Personnel Deliver on its behalf, Grain known or reasonably suspected to contain Contaminants to the Port Terminal.

(c) The Customer acknowledges that:

(i) Testing of Grain may be unable to detect toxic or other chemical residues, varietal impurity or the presence of Contaminants;

(ii) despite the results of Testing on any Grain received by the Company, the Company does not warrant complete freedom from Contaminants or defects as against the Receival Standards in respect of any Grain received by the Company from the Customer or any Port Terminal Customer; and

(iii) the Company's acceptance of the Customer Grain into the Port Terminal is not a waiver of the Company's rights in relation to a breach of the Customer's warranties or obligations under clauses 5.3(a), 5.3(b) and/or 5.3(d).

(d) The Customer indemnifies and will keep indemnified the Company and its Related Bodies Corporate from and against any Claim or Loss of any nature suffered or incurred by the Company or its Related Bodies Corporate as a result of or in connection with:

(i) the Delivery of Grain by the Customer or its Personnel which contains any Contaminants; or

(ii) otherwise:

(1) the Customer's breach of clause 5.3(a) or 5.3(b); or

(2) any of the representations and warranties given in clause 5.3(a) being untrue or incomplete as at the time of Delivery of the relevant Grain.

6. TESTING

(a) The Company will conduct Testing on Customer Grain:

(i) Delivered by or on behalf of the Customer, for the purpose of classifying the Customer Grain into a Grade and determining whether to Receive the Grain under clause 5 (**Receival Tests**); and

(ii) intended for Outturn (**Outturn Tests**).

(b) Upon Delivery of Grain to the Port Terminal, the Company will undertake Testing in accordance with the Receival Standards and Sampling Methods as they apply to the following characteristics of Grain:

(i) for wheat and barley only: testing for protein, moisture, test weight, screenings, defective grains and presence of visible contaminants will be undertaken. Falling number testing will be provided in accordance with the relevant GTA standard at the relevant Charge listed in Schedule 1; and

(ii) for canola only: testing for oil content, test weight, impurity, defective seeds and presence of visible contaminants will be undertaken. Free fatty acid testing will not be undertaken.

(c) The Customer will be provided with the results of the Testing as soon as reasonably practicable after the Test results are generated or otherwise become available to the Company. If the Customer does not agree with the results of the Testing the Customer must immediately notify the Company. In the absence of manifest error or fraud, the results of the Testing are final and binding.

(d) If the Customer provides notice to the Company within 1 Business Day of the Customer's receipt of the results of Receival Tests that it does not agree with those results of any Receival Tests, the Company may (but is not obliged to) by notice in writing to the Customer, require Independent Testing to be conducted and:

(i) the Company will obtain another sample from the Customer Grain for the purposes of the Independent Testing in accordance with the requirements of the entity responsible for the conduct of the Independent Testing;

(ii) the Parties agree that the results of the Independent Testing shall be final and binding on both Parties; and

(iii) if the results of the Independent Testing differ to the results of the Testing conducted by the Company, the costs of the Independent Testing shall be borne by the Company. Otherwise, the costs of the Independent Testing shall be borne by the Customer.

(e) The Customer acknowledges and agrees that:

(i) Testing is conducted on a sample taken in accordance with the Receival Standards and the Sampling Methods;

(ii) Testing for characteristics of Grain other than those described in clause 6(b) (excluding free fatty acid testing), may only be undertaken by the Company at the prior request and cost of the Customer;

(iii) Testing is indicative of the quality of Grain, it is not determinative of the quality of all of the Customer Grain Delivered or Outturned;

(iv) variation in results between the Receival Tests and Outturn Tests is not abnormal and is expected within industry accepted practice, particularly in respect of Grain which is Stored Grain; and

(v) the Company provides no warranty or guarantee in relation to the results produced by or generated from any Testing, including that any Customer Grain will germinate after Outturn (where relevant).

7. STORAGE AND HANDLING

7.1 Stored Grain

(a) The Customer acknowledges that when the Company Receives the Customer Grain, the Company may mix the whole or any part of any Customer Grain Delivered to it by the Customer or its Personnel with Grain of the same type and Grade, and any and all such Grains so Received will become Stored Grain in which the Customer will have an Interest.

(b) Subject to clause 7.1(d), the Customer will not own, or have the right to nominate as being owned by the Customer, any particular parcel of Stored Grain.

(c) While the Company has possession of the Customer Grain:

(i) the relationship between the Company and the Customer in respect of the possession of the Customer Grain is one of bailment only;

(ii) that relationship will continue to exist despite the Customer Grain losing its identity by being part of Stored Grain, or despite the inability of the Company to redeliver to the Customer Grain the subject of the bailment; and

(iii) unless specifically agreed otherwise, the Company as bailee may manage, use, deal with or otherwise control the Customer Grain in its possession in any manner consistent with the Outturn Entitlement and the terms and conditions of this Agreement.

(d) Where an Insolvency Event occurs in relation to the Company, the Customer will be entitled, upon reasonable notice and subject to the provisions of this Agreement relating to Stored Grain, to possession of the Customer Grain from the Port Terminal.

7.2 Treatment of Grain

(a) Unless otherwise agreed in advance by the Parties, the Company may, where it, acting reasonably, considers it necessary or desirable and without the Customer's prior consent, treat the Grain with approved chemicals or treatments in accordance with applicable codes and regulations, including the Australian Pesticides and Veterinary Medicines Authority and Food Standards Australia and New Zealand codes. Promptly upon written request by the Customer, the Company will provide a list of approved chemicals and treatments used on Stored Grain by the Company at the Port Terminal.

(b) If the Customer requests and the Company agrees to a particular chemical or treatment strategy, an additional fee may be charged by the Company and payable by the Customer for the chemical or treatment strategy so requested and agreed.

(c) The Company will from time to time inspect the Customer Grain at the Port Terminal (including upon Receival or Outturn) and where the Company identifies any Infested Grain, the Company may, without the Customer's prior consent, disinfect the Infested Grain.

(d) Where the Company acting reasonably determines that infestation of Infested Grain was caused by the Customer or its Personnel:

(i) the Company will be entitled to charge, and the Customer will be liable to pay, the relevant Charges for fumigation of the Infested Grain as set out in Schedule 1; and

(ii) the Customer will pay on demand to the Company the costs and expenses suffered or incurred by the Company for cleaning the Port Terminal (including any plant or equipment therein) and for the fumigation of any additional Storage units (cell or shed) which may have been affected by the Infested Grain.

(e) The Customer must notify the Company of its fumigation or other certification requirements must be lodged as part of a Vessel Nomination or GMO. The Company will be entitled to charge and the Customer will be liable to pay the relevant Charges for the administration of these certificates as set out in Schedule 1. The Customer acknowledges and agrees that certain certificates may not be obtainable in a format suitable for some requirements. The Company accepts no responsibility for certification requests that have not been agreed between the Customer and the Company prior to a Vessel Nomination or GMO approval.

7.3 Holding Over Storage

The Customer acknowledges that Grain quality may through natural processes deteriorate whilst in Storage and should any of the Customer Grain remain in the Port Terminal after the end of the Season in which it was Delivered, the Company may do any or all of the following:

(a) Regrade the Customer Grain; or

(b) charge the Customer for holding over Storage in accordance with the relevant Charges as set out in Schedule 1.

7.4 Movement of Grain

(a) The Customer must at its cost procure the removal from the Port Terminal within [3] days of the completion of Outturn of a cargo of Customer Grain pursuant to a Cargo Assembly Plan any Customer Grain which:

(i) was Delivered for the purpose of that Cargo Assembly Plan; and

(ii) was not Outturned pursuant to that Cargo Assembly Plan due to non-conformance to the Receival Standards for which the Company is liable under this Agreement.

(b) Subject to the Company providing the Customer with reasonable prior written notice (or where such prior notice cannot be given, as soon as reasonably practicable thereafter), the Company may move the Customer Grain to a storage facility owned or operated by the Company or any of its Related Bodies Corporate other than the Port Terminal:

(i) at the direction of any financier under any tripartite deed entered into between the Company, the Customer and the Customer's financier;

(ii) in the Company's exercise or attempted exercise of its rights under this Agreement or at Law (including the exercise of its lien under clause 12 or its rights upon termination under clause 18.3(b) in respect of Customer Grain remaining at the Port Terminal after expiry or termination without the Company's consent);

(iii) if the Customer Grain is Customer Grain referred to in clause 7.4(a) and has not been removed from the Port Terminal in accordance with that clause;

(iv) if the Company determines acting reasonably that it is operationally necessary or desirable to move the Customer Grain and that doing so will not materially adversely affect the Customer; or

(v) if the Company determines acting reasonably that it is necessary or desirable for the Customer Grain to be moved to:

(1) enable the Company to comply with the lawful requirement of any Authority or a court order; or

(2) prevent, or in response to, or as a consequence of, an emergency or genuine safety risk which has caused or threatens to cause injury to persons, harm to the environment or loss or damage to property on or near the Port Terminal (including any Grain).

(c) The Customer will pay on demand to the Company the costs and expenses suffered or incurred by the Company for:

(i) the movement of Grain in the circumstances described in clauses 7.4(b)(i), 7.4(b)(ii) or 7.4(b)(iii); and

(ii) the movement of Grain in the circumstances described in clause 7.4(b)(v) to the extent the need for such movement is caused or contributed to by a breach of this Agreement by the Customer or any negligence or Wilful Misconduct of the Customer or its Personnel,

and such costs will be a debt due and payable to the Company on demand.

(d) The Customer acknowledges and agrees that the Company is entitled to continue to charge the Customer the Charges in respect of the Customer Grain Stored at the storage facility owned or operated by the Company or any of its Related Bodies Corporate as if it were Stored at the Port Terminal.

8. OUTTURN

8.1 Outturn Entitlement

(a) Subject to the Customer's compliance with this Agreement and the Company's rights under clauses 9(b), 12 or at Law, the Customer will be entitled to an Outturn by weight, type and Grade of Grain of the same weight, type and Grade of Customer Grain Received into the Port Terminal after deduction of the Shrinkage Allowance and Dust (**Outturn Entitlement**).

(b) The Company will Outturn the Customer Grain in accordance with the Port Operating Protocol.

(c) The Customer may access the whole or part of the Outturn Entitlement at any time during the Port Terminal's hours of operation by issuing a GMO.

(d) If a vessel cannot be loaded for any reason (including for failing to pass any inspection or survey), then the Company is entitled to instruct the vessel to be removed from the berth, whether or not to make way for another vessel to be loaded. The Company will not:

(i) despite any other provision of this Agreement have any liability to pay demurrage or other vessel or port related charges, or have any liability to the Customer (or any person claiming through the Customer) for or in respect of any demurrage or other vessel or port related charges which the Customer (or any person claiming through the Customer) may become liable to pay, under any circumstances whatsoever; and

(ii) have any liability to the Customer (or any person claiming through the Customer) for any other Claim or Loss resulting from any failure to load a vessel, delay in loading a vessel or the removal of the vessel, except to the extent any such Claim or Loss is caused or contributed (to the extent of contribution) by the breach of this Agreement by the Company or any negligence or Wilful Misconduct of the Company or its Personnel.

(e) Where the Customer Grain is to be Outturned in containers, the Company will ensure the Customer Grain is suitably packed and secured in the container using proper blocking and bracing in accordance with industry standards.

(f) When the Outturn of a cargo of Customer Grain pursuant to a Cargo Assembly Plan is completed, the Company will advise the Customer of any variation between the Outturn Entitlement (which for the purpose of this clause excludes any Grain to which clause 7.4(a)(i) applies) and the tonnage of Grain actually Outturned (**Variation**) and if the Company determines (acting reasonably) that there is a Variation:

(i) where the actual tonnage of Grain Outturned to the Customer is less than the Customer's Outturn Entitlement, the Company will, in its discretion, either:

(1) provide Grain to the Customer of the equivalent type and Grade of Customer Grain as determined by the Company equal to the shortfall Outturn Entitlement of the Customer; or

(2) pay the Customer for the shortfall in the Customer's Outturn Entitlement at the Washout Price; or

(ii) where the actual tonnage of Grain Outturned to the Customer is more than the Customer's Outturn Entitlement, the Customer must either:

(1) provide Grain to the Company of the equivalent type and Grade of Customer Grain as determined by the Company equal to the Grain Outturned to the Customer in excess of the Customer's Outturn Entitlement; or

(2) pay the Company for the Grain Outturned to the Customer in excess of the Customer's Outturn Entitlement at the Washout Price,

and, for the purposes of this clause 8.1(d), the **Washout Price** means, unless otherwise agreed in writing between the Parties, the spot price for the relevant the type and Grade of Grain on a Port Terminal Delivered basis which will be determined by the Company on the day that the Customer is advised of the Variation (as substantiated to the reasonable satisfaction of the Customer).

(g) The Company will use reasonable endeavours to Outturn Grain that complies with the Receival Standards. The Company will not have any liability to the Customer (or any person claiming through the Customer) for any Claim or Loss resulting from any non-conformance to the Receival Standards except to the extent such non-conformance is caused or contributed to by the breach of this Agreement by the Company or the negligence or Wilful Misconduct of the Company or its Personnel. Without limiting the foregoing, the Company will not be liable for non-conformance to the Receival Standards where the non-conforming attribute does not form part of the original testing procedure upon Receival required to be performed under this Agreement or is not otherwise reasonably capable of detection by the Company at the time of Receival at the Port Terminal.

(h) The Company's obligations in respect of the Customer Grain cease immediately upon Outturn of the Customer Grain from the Port Terminal.

8.2 In-Store Transfer

(a) The Customer may elect to transfer title to all or part of its Outturn Entitlement at the Port Terminal to another Port Terminal Customer by providing the Company with a properly completed In-Store Transfer Form to the Company as signed by the Customer and the other relevant Port Terminal Customer in a manner prescribed by the Company from time to time (**In-Store Transfer**).

(b) The Customer must not undertake an In-Store Transfer:

(i) unless each person holding or claiming to hold a Security Interest in Customer Grain of which the Company has notice has provided written consent to the Company to approve the In-Store Transfer of the Customer Grain in a form as reasonably required by the Company;

(ii) unless all amounts due and payable by the Customer in respect of the Grain to be transferred have been paid (other than any amount which is the subject of a genuine dispute and in respect of which the Customer is complying with clause 19); and

(iii) in respect of any Grain other than the Customer's Outturn Entitlement,

and any such transaction in breach of this clause will have no effect.

(c) Subject to clause 8.2(b), an In-Store Transfer is effective from the date the Company receives the notice from the Customer. The Customer remains liable for all Charges in respect of the Grain incurred up to the date of the In-Store Transfer.

9. TITLE TO GRAIN

(a) The Customer represents and warrants to the Company that it is the sole legal and beneficial owner of all of the Customer Grain with full right, title and interest, free from any Security Interest or other adverse Claim other than as notified in writing to the Company prior to:

(i) Delivery of that Grain to the Port Terminal;

(ii) Outturn of that Grain from the Port Terminal; or

(iii) the Company's receipt of a notice of an In-Store Transfer in accordance with clause 8.2.

(b) The Customer acknowledges and agrees that the Company is not required to Outturn Grain if it has received notice from a person holding or claiming to hold any Security Interest over or in respect of that Customer Grain until:

(i) the person holding or claiming to hold the Security Interest has provided written consent to the Company to Outturn the Customer Grain the subject of such Security Interest in a form as reasonably required by the Company;

(ii) the Company receives a court order requiring it to Outturn the Customer Grain; or

(iii) the Company is satisfied (at its discretion) that the person claiming a Security Interest in the Customer Grain does not hold such Security Interest,

provided that nothing in this clause requires the Company to investigate the Security Interest claimed by any third party.

(c) The Customer indemnifies and will keep indemnified the Company and its Related Bodies Corporate from and against any Loss of any nature suffered or incurred by the Company or its Related Bodies Corporate resulting from any Claim made or brought against the Company or its Related Bodies Corporate by any person holding or claiming to hold any Security Interest over or in respect of Grain:

(i) Received, Stored or treated by the Company at the Port Terminal in accordance with this Agreement;

(ii) Outturned by the Company from the Port Terminal in accordance with this Agreement; or

(iii) transferred from the Customer to another Port Terminal Customer pursuant to an In-Store Transfer in accordance with clause 8.2,

except to the extent that any Loss was caused or contributed (to the extent of contribution) by any breach of this Agreement by the Company or any negligence or Wilful Misconduct of the Company or its Personnel.

10. PAYMENT OF CHARGES

10.1 Charges

(a) In consideration of the Company performing the Services, the Customer agrees to pay the Charges to the Company in accordance with this Agreement.

(b) The Customer agrees to pay, and the Company is not liable for, any port or related costs, fees, levies and other charges levied by the Port Authority or any other Authority or any other third party in relation to the Customer Grain, the performance of Services to the Customer and any vessel into which Customer Grain is Outturned, including vessel fees, demurrage, wharfage, berth hire, harbour dues and quarantine inspection fees (**Third Party Costs**). To the extent that Third Party Costs are borne by the Company at first instance, the Customer agrees to reimburse the Company for them on demand.

10.2 Invoicing and Payment

(a) The Company will invoice the Customer for the Charges and any other amounts owing from the Customer to the Company under this Agreement.

(b) The Customer must pay to the Company the Charges and other amounts payable to the Company in accordance with the Payment Terms.

(c) If the Company makes credit available to the Customer, the Company may amend, alter or terminate the Customer's trading account, terms of credit or alter the Payment Terms (for example, where the Company perceives that there is a relevant change in circumstances or that the Company faces increased credit risk in connection with the Customer) on 7 days' notice and will use reasonable endeavours to provide reasons (**Payment Terms Notice**). If the Company ceases to supply the Services to the Customer on credit then:

(i) all Charges and any other amounts owing from the Customer to the Company under this Agreement relating to Services performed after the Payment Terms Notice is effective will be payable immediately at the time when they are invoiced, because credit will no longer be available; and

(ii) Charges and any other amounts owing from the Customer to the Company under this Agreement relating to Services performed before the Payment Terms Notice is effective will, whether or not previously due for payment, become due and payable 7 days after the Payment Terms Notice is effective. The Customer acknowledges that any acceleration of the obligation to pay for those Charges and any other amounts owing from the Customer to the Company under this Agreement is reasonable due to the legitimate business interest which the Company has in being paid quickly, when the Company perceives that there are adverse circumstances or increased credit risk.

The Customer may elect to terminate the Services upon the provision of 7 days' written notice from the date of the Payment Terms Notice, if the Customer does not wish to continue trading with the Company based on the alterations set out in the Payment Terms Notice.

(d) Payment must be made by electronic funds transfer into a bank account nominated by the Company.

(e) The Customer must submit a remittance advice clearly identifying the invoice(s) paid to the Company on the same day that payment is made.

(f) Subject only to clause 10.2, all invoices must be paid without deduction or set off.

(g) Where an invoice or part of an invoice is genuinely disputed by the Customer, the Customer must provide written notice of such payment dispute before the due date for payment and must pay any undisputed portion of the invoice by the due date. the Company and the Customer must negotiate in good faith to resolve the dispute within 7 days. Following that attempt, if the Company reasonably considers that the disputed amount remains payable to it then the Company may give written notice to the Customer and require the Customer to pay the disputed amount within the later of the original due date specified on the invoice and 7 days after the Company's written notice. If the Customer does not pay the outstanding amount in accordance with this clause 10.2, then the Company may exercise any of its rights under these Terms as if the outstanding amount was due and owing to the Company. If the Customer pays the outstanding amount in accordance with this clause 10.2 and a further resolution of the dispute subsequently determines that such amount or portion thereof was not payable to the Company, then the Company must repay that amount to the Customer plus interest as set out in clause 10.2(h).

(h) If the Customer fails to pay an amount of money payable under this Agreement on the due date for payment, the Customer must, upon demand, pay to the Company interest on any such overdue amount calculated daily at 4% above the cash rate target determined by the Reserve Bank of Australia applicable during the period that the amount is overdue.

10.3 Booking Slot Fee

If this Agreement is validly terminated by the Customer in accordance with its terms then the Company must promptly refund to the Customer any paid but unused Booking Slot Fees.

10.4 Goods and Services Tax

(a) Words used in this clause that are defined in the GST Law have the meaning given in that legislation.

(b) Unless otherwise specified, all amounts payable under this Agreement are exclusive of GST and must be calculated without regard to GST.

(c) If a supply under this Agreement is a taxable supply, the recipient of that taxable supply (**recipient**) must, in addition to any other consideration, pay to the Party making the taxable supply (**supplier**) the amount of GST in respect of the supply.

(d) The recipient will only be required to pay an amount of GST to the supplier if and when the supplier provides a valid tax invoice to the recipient in respect of the taxable supply.

(e) If there is an adjustment to a taxable supply made under this Agreement then the supplier must provide an adjustment note to the recipient.

(f) The amount of a Party's entitlement under this Agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that Party is entitled in respect of those costs, expenses or liabilities.

11. SECURITY

11.1 Application

The Customer will:

(a) provide to the Company security in the form of a cash deposit in an amount not less than the Security Deposit Amount in accordance with clause 11.2 (**Security Deposit**);

(b) deliver to the Company an unconditional and irrevocable bank guarantee in favour of the Company (**Bank Guarantee**) in an amount not less than the Bank Guarantee Amount in accordance with clause 11.3; or

(c) deliver to the Company deeds of guarantee duly executed by each Personal Guarantor (**Personal Guarantee**), and by each Corporate Guarantor (**Corporate Guarantee**), in favour of the Company guaranteeing the Customer's performance of its obligations under this Agreement in accordance with clause 11.5.

11.2 Security Deposit

(a) The Customer must pay the Security Deposit required under clause 11.1(a) into the Company's nominated bank account at the earlier of:

(i) prior to the Company Receiving Grain into the Port Terminal in accordance with clause 5.1; and

(ii) within 10 Business Days of the date of this Agreement.

(b) Subject to the Customer notifying the Company of any genuine dispute in accordance with clause 19, the Company may without prejudice to any other rights it may have apply all or part of the Security Deposit held by the Company to the Customer's account on the relevant due date for payment of monies due and payable to the Company under or in relation to this Agreement but which are unpaid and/or in payment of any other Claim for Loss to which the Company is entitled under or in relation to this Agreement, including under any indemnity provided under this Agreement..

(c) If the Company applies all or any part of the Security Deposit in accordance with clause 11.2(b), the Customer must immediately pay an amount equivalent to the amount applied by the Company under clause 11.2(b) to the Company's nominated bank account such that the Security Deposit held by the Company is at all times not less than the Security Deposit Amount.

(d) The Customer acknowledges and agrees that the Security Deposit need not be held in any particular or separate account and is not held on trust. Any interest monies earned on the Security Deposit is retained by the Company.

11.3 Bank Guarantee

(a) The Customer must deliver to the Company the Bank Guarantee required under clause 11.1(b) within 10 Business Days of the date of this Agreement. Such Bank Guarantee must:

(i) be on terms acceptable to the Company, including that the payment will be on demand and is independent of this Agreement and the issuer assumes the payment obligation solely upon receipt of a written demand by the Company without recourse to the Customer;

(ii) not have an expiry date of less than 6 months from the Expiry Date;

(iii) provide that payment is unconditional and irrevocable; and

(iv) be from a financial institution with a minimum Standard & Poor's global credit rating of A minus that is an Authorised Deposit-taking Institution with branches in Australia regulated under the *Australian Prudential Regulation Authority Act 1998* (Cth).

(b) Without prejudice to any other rights or remedies available to the Company under this Agreement or at Law, the Company may have recourse to and draw on the Bank Guarantee provided by the Customer under this Agreement at any time without notice in payment of monies due and payable to the Company under or in relation to this Agreement but which are unpaid and/or in payment of any other Claim for Loss to which the Company is entitled under or in relation to this Agreement, including under any indemnity provided under this Agreement.

(c) If :

(i) the Company draws upon a Bank Guarantee provided by the Customer under this clause 11.3 in accordance with clause 11.3(b); or

(ii) a Bank Guarantee provided by the Customer under this clause 11.3 contains an expiry date which is likely to occur prior to the due date for its release or otherwise does not have full force and effect,

then the Customer must, no later than 30 days before a Bank Guarantee is due to expire, provide a replacement Bank Guarantee in the same form as the Bank Guarantee which is to expire in an amount not less than the Bank Guarantee Amount.

(d) Notwithstanding any other provision of this Agreement, if the Customer fails to provide a replacement Bank Guarantee as required under clause 11.3(c), then the Company may draw the full undrawn value of the relevant Bank Guarantee and hold that amount as security in which case clauses 11.2(b), 11.2(c) and 11.2(d) will apply to such amount as if references to Security Deposit in those clauses were references to such amount.

(e) All fees payable to the relevant financial institution in relation to any Bank Guarantee will be payable by the Customer.

11.4 Return of Security

Subject to the Customer's compliance with all of its obligations under this Agreement, and there being no unpaid monies or unresolved Claims, the Company shall return the balance of any Security Deposit and any undrawn Bank Guarantee within 30 days of the Expiry Date or earlier date on which this Contract is terminated in accordance with its terms.

11.5 Personal Guarantee or Corporate Guarantee

The Customer must deliver to the Company with all Personal Guarantees and Corporate Guarantees required under clause 11.1 in the form provided by the Company (or, if no such form is provided, on terms approved by the Company) at the earliest of:

(a) prior to the Company Receiving the Customer Grain into the Port Terminal in accordance with clause 5.1; and

(b) within 10 Business Days of the date of this Agreement.

12. LIEN OVER CUSTOMER GRAIN

(a) Notwithstanding that the Customer Grain Received by the Company under this Agreement may be deemed to be Stored Grain, the Company will, in addition to any other rights or remedies at Law, have a general and/or particular lien over, and right of sale of, the Customer Grain in respect of any amount owed (on any account whatsoever) by the Customer to the Company or its Related Bodies Corporate (**Secured Amount**).

(b) In the case of Stored Grain, the Company may nominate and identify any particular quantity of Grain comprising the Stored Grain equivalent to the Customer's Interest as being the Customer Grain for the purposes of enforcing its lien.

(c) The Company will be entitled to, for the purpose of enforcing such lien, at its discretion:

(i) retain possession of the whole or any part of the Customer Grain until all Secured Amounts are paid in full to the Company; or

(ii) sell (whether by public auction or private sale) all or any of the Customer Grain upon such terms as it thinks fit (after giving the Customer at least 14 days prior written notice) whereupon the proceeds of such sale will be applied in or towards the satisfaction of all Secured Amounts and the costs suffered or incurred by the Company in effecting the sale. The balance of the sale proceeds (if any) will be paid by the Company to the Customer. In the event that any such sale proceeds are insufficient to pay all amounts due to the Company, the Company retains the right to recover any balance of unpaid amounts through any other means. Where the Company sells all or any of the Customer Grain for the purpose of enforcing its lien, the Customer irrevocably appoints the Company as its agent and attorney.

(d) During the exercise or attempted exercise of its rights under this clause 12, the Company may remove the Customer Grain from the Port Terminal and store them at a storage facility owned or operated by the Company or any of its Related Bodies Corporate in accordance with clause 7.4(b)(ii).

(e) The Company will have no liability to the Customer (or any person claiming through the Customer) for any Claim or Loss arising out of the exercise or attempted exercise of its rights under this clause 12.

13. RECORDS

(a) The Company will maintain daily records of the total amount of Stored Grain in its possession and the location of the Stored Grain.

(b) The Company will measure, and maintain records of its measurement of, the weight for each type and Grade of Customer Grain Received into and Outturned from the Port Terminal in accordance with the Port Operating Protocol. The Company will promptly provide such Receival Outturn data upon the Customer's written request.

(c) All information provided to the Customer by the Company will be treated as conclusive evidence of the correctness of the details set out in that information unless:

(i) the Customer notifies the Company in writing, setting out the detailed reasons, within 14 days of receipt of that information that there exists a bona fide dispute concerning the correctness of that information; or

(ii) it is demonstrated at any time that there is a clear and manifest error in that information.

14. INDEMNITY

The Customer indemnifies and will keep indemnified the Company and its Related Bodies Corporate from and against any Claim or Loss of any nature suffered or incurred by or made or brought against the Company or its Related Bodies Corporate as a result of or in connection with:

(a) any damage to the Port Terminal or property of the Company or its Related Bodies Corporate to the extent that such damage was caused or contributed to by the Customer or its Personnel;

(b) any injury to the Company's Personnel being natural persons or any other person at or in the Port Terminal to the extent that such injury was caused or contributed to by the Customer or its Personnel; and/or

(c) the breach of any material provision of this Agreement by the Customer or any negligence, or Wilful Misconduct of the Customer or its Personnel.

15. LIMITATION OF LIABILITY

15.1 Exclusion of Implied Warranties and Statutory Guarantees

To the extent permitted by law:

(a) all guarantees, terms, conditions, warranties, representations, undertakings, whether express or implied, whether statutory or otherwise, relating to this Agreement which may be lawfully excluded, restricted or modified by agreement between the Company and the Customer or otherwise are so excluded, restricted or modified;

(b) where any legislation implies or imposes a guarantee, term, condition, warranty, representation or undertaking relating to this Agreement, the Company's liability is limited, at the Company's election, to:

(i) in the case of any goods supplied by the Company, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or

(ii) in the case of the Services performed by the Company, performing the Services again, or the payment of the cost of having the Services performed again.

15.2 Limitation of Liability

(a) Notwithstanding any other clause of this Agreement, the Customer will not have any liability to the Company (or any person claiming through the Company) for any Claim or Loss to the extent that any such liability is caused or contributed (to the extent of contribution) by:

(i) any breach of this Agreement by the Company or any negligence or Wilful Misconduct of the Company or its Personnel; or

(ii) any act or omission of any Port Terminal Customer (other than the Customer or its Personnel) or any other person (other than the Customer or its Personnel),

except to the extent caused or contributed (to the extent of contribution) by a breach of this Agreement by the Customer or any negligence or Wilful Misconduct of the Customer or its Personnel.

(b) The Company will not have any liability to the Customer (or any person claiming through the Customer) for any Claim or Loss resulting from any failure to Outturn the Customer Grain, except to the extent such failure is caused or contributed (to the extent of contribution) by:

(i) a fraudulent or unexplained physical stock shortage; or

(ii) a quality defect in the Grain, or the presence of any Contaminant in the Grain, but only to the extent caused or contributed (to the extent of contribution) to by a breach of this Agreement by the Company or any negligence or Wilful Misconduct of the Company or its Personnel.

(c) The Customer acknowledges and agrees that, notwithstanding any other clause of this Agreement, the Company will not have any liability to the Customer (or any person claiming through the Customer) for any Claim or Loss to the extent that any such liability is caused or contributed (to the extent of contribution) by:

(i) any act or omission taken by the Company or its Personnel:

(1) in the proper performance of its obligations under this Agreement, including to comply with any direction or instruction of the Customer;

(2) to comply with any Law or any requirement, direction or request of any Authority;

(3) to protect the health and safety of any person, or to damage any property or harm the environment; or

(4) to respond to, or as a consequence of, any accident, emergency or other incident or genuine safety risk which endangers or threatens to endanger the health and safety of any person, or to damage any property or harm the environment;

(ii) any breach of this Agreement by the Customer or any negligence or Wilful Misconduct of the Customer or its Personnel;

(iii) any act or omission of any Authority, Port Terminal Customer (other than the Customer or its Personnel) or any other person (other than the Company or its Personnel);

(iv) any restriction, delay or inability to access or use any wharf;

(v) any loss, damage or destruction of the Grain arising out of or in connection with:

(1) any natural process or natural deterioration of Grain which occurs over time (including from one Season to another) at the Port Terminal; or

(2) the incidence or effect or both of any delays in the loading or unloading of trains, trucks, containers or ships;

(vi) any Loss arising out of or in connection with Grain passing or failing to pass any inspection or survey by an Authority's inspectors, authorised officers, or similar;

(vii) any Loss arising out of or in connection with any quality or quantity deficiencies claimed after 7 days from the date of Outturn of the relevant Grain; or

(viii) any loss or damage to the Customer Grain arising out of or in connection with toxic or other chemical residues, other contamination or genetic modification,

except to the extent caused or contributed (to the extent of contribution) by a breach of this Agreement by the Company or any negligence or Wilful Misconduct of the Company or its Personnel. The Customer acknowledges that the Company's liability may be expressly limited further in circumstances set out under other clauses of this Agreement and that subclauses (i) to (viii) are not exhaustive.

(d) The maximum liability of the Company to the Customer arising out of any single event or series of related events under or in connection with this Agreement, whether in contract, for tort (including negligence), in equity, for restitution, for strict liability, under statute or otherwise at law or on any other legal basis whatsoever, is limited:

(i) insofar as the liability relates to loss, damage or destruction of the Customer Grain, to the spot price for the relevant type and Grade of Grain which will be determined by the Company as at the date the Claim of Loss arises (as substantiated to the reasonable satisfaction of the Customer); and

(ii) insofar as the liability relates to any liability not covered in clause 15.2(d)(i), including in respect of personal injury or death, up to a maximum of $250,000.

15.3 Excluded Loss

Notwithstanding any other provision of the Agreement, neither Party will have any liability to the other Party for any Excluded Loss under, arising out of, or in any way in connection with, this Agreement or the performance of the Services, whether in contract, for tort (including negligence), in equity, for restitution, for strict liability, under statute or otherwise at law or on any other legal basis whatsoever.

15.4 Benefit of Exclusions and Limitations of Liability

(a) The Customer acknowledges and agrees that the benefit of any exclusion or limitation of liability in favour of, or for the benefit for, the Company under this Agreement will also be held by the Company for the benefit of, and will extend to, the Company's Personnel.

(b) The Company acknowledges and agrees that the benefit of any exclusion of limitation of liability in favour of, or for the benefit for, the Customer under this Agreement will also be held by the Customer for the benefit of, and will extend to, the Customer's Personnel.

16. RISK AND INSURANCE

16.1 Risk in Customer Grain

The Parties acknowledge and agree that:

(a) the Customer Grain will, at all times during the performance of the Services including any period that the Grain is at the Port Terminal, remain at the sole risk in all respects of the Customer; and

(b) notwithstanding clause 16.1(a) and subject to the limitations and exclusions set out in this Agreement, the Company will be responsible for any loss of or damage to the Customer Grain occurring at the Port Terminal to the extent caused or contributed (to the extent of contribution) to by a breach of this Agreement by the Company or any negligence or Wilful Misconduct of the Company or its Personnel.

16.2 Customer's Insurance

(a) The Customer must, at its own cost, effect and maintain a policy of insurance to cover all loss, damage or destruction of the Customer Grain arising for all insurable risks (including the risk of flood, inherent vice and contamination) whilst the Customer Grain is stored at the Port Terminal (including during any period that the Customer Grain is at the Port Terminal) for a limit of not less than its full replacement cost.

(b) The Customer must, at all times during the Term, at its own cost, and must cause any person entering the Port Terminal for or on behalf of the Customer to, effect and maintain:

(i) public liability insurance to cover its liability to the Company, the Company's Personnel and third parties for loss of or damage to property and the death of or injury to any person (other than liability covered under workers' compensation insurance) for a limit of not less than $20,000,000 for any one occurrence;

(ii) comprehensive motor vehicle insurance to cover liability for loss of or damage to third party property and for bodily injury, illness or death of any person arising out of the use of motor vehicles (whether, owned, leased, hired or bailed) for a combined limit of not less than $20,000,000 for any one occurrence; and

(iii) workers' compensation insurance as required by Law.

16.3 Company's Insurance

The Company must, at all times during the Term, at its own cost, effect and maintain:

(a) public liability insurance to cover its liability to the Customer, the Customer's Personnel and third parties for loss of or damage to property and the death of or injury to any person (other than liability covered under workers' compensation insurance) that solely arises out of the Customer's negligence in the performance of the Services for a limit of not less than $20,000,000 for any one occurrence; and

(b) workers' compensation insurance as required by Law.

16.4 Insurance Generally

Each Party must, prior to the commencement of the Services and at any other times as reasonably requested by the other Party, provide current certificates of currency evidencing compliance with this clause 16.

17. FORCE MAJEURE

(a) If a Force Majeure Event occurs:

(i) the Party affected by the Force Majeure Event will submit a notice to the other Party as soon as reasonably practicable after the occurrence of the Force Majeure Event providing details of the Force Majeure Event, the extent to which that Party is unable to comply with its obligations and any steps taken to mitigate the consequences of the Force Majeure Event;

(ii) the relevant obligations of a Party under this Agreement (other than an obligation to pay) will be suspended to the extent that the affected Party is wholly or partially precluded from complying with those obligations under this Agreement by the Force Majeure Event;

(iii) the affected Party will use reasonable endeavours to mitigate the consequences of the Force Majeure Event, provided that the affected Party is not obliged to:

(1) spend or incur any sum of money that it considers unreasonable; or

(2) settle any dispute or any Claim by a third party on the terms contrary to the wishes of that affected Party; and

(iv) the affected Party will promptly, on the cessation of the Force Majeure Event, notify the other Party of the cessation and recommence performance of its obligations under this Agreement.

(b) If the Force Majeure Event persists for more than 30 consecutive days after notice is given under clause 17(a)(i) in respect of that Force Majeure Event, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party.

18. DEFAULT AND TERMINATION

18.1 Termination for Default

Either Party may, by giving written notice to the other Party, immediately terminate this Agreement on the occurrence of:

(a) a breach by that other Party of this Agreement and the breach is not capable of remedy; or

(b) a breach by that other Party of its obligations under this Agreement and that other Party fails to remedy the breach within the time stipulated in a notice from the other Party requiring such breach to be remedied (which must not be less than 30 days).

18.2 Termination for Insolvency

Except where a Party is prohibited from doing so under the Ipso Facto Laws, a Party has the right to immediately terminate this Agreement by notice in writing to the other Party where an Insolvency Event occurs in relation to that other Party.

18.3 Effect of Termination

(a) Upon expiry or termination of this Agreement for any reason, subject to the Customer's compliance with this Agreement and the Company's rights under clauses 9(b), 12 or at Law, the Customer must immediately remove the Customer Grain from the Port Terminal, except where the Company provides its written consent to any holding over for the purposes of clause 2.2.

(b) In the event the Customer Grain remains in the Port Terminal after expiry or termination of this Agreement without the Company's written consent and the Customer fails or refuses to remove the Customer Grain within 21 days of such expiry or termination, the Customer may at its discretion, in addition to any other rights or remedies under this Agreement or at Law and subject to a further 7 days' written notice to the Customer:

(i) remove the Customer Grain from the Port Terminal and store them at a storage facility owned or operated by the Company or any of its Related Bodies Corporate in accordance with clause 7.4(b)(ii); or

(ii) sell (whether by public auction or private sale) the Customer Grain upon such terms as it thinks fit whereupon the proceeds of such sale will be applied in or towards the satisfaction of any amount owed (on any account whatsoever) by the Customer to the Company or its Related Bodies Corporate Amounts and the costs suffered or incurred by the Company in effecting the sale. The balance of the sale proceeds (if any) will be paid by the Company to the Customer. In the event that any such sale proceeds are insufficient to pay all amounts due to the Company, the Company retains the right to recover any balance of unpaid amounts through any other means. Where the Company sells the Customer Grain for the purpose of exercising its rights under this clause 18.3(b)(ii), the Customer irrevocably appoints the Company as its agent and attorney.

(c) The Company will have no liability to the Customer (or any person claiming through the Customer) for any Claim or Loss arising out of the exercise or attempted exercise of its rights under clause 18.3(b).

(d) Notwithstanding any such expiry or termination of this Agreement, the Customer must on pay on demand to the Company for the Charges and any other Losses suffered or incurred by the Company while the Customer Grain remains at the Port Terminal or other storage facility owned or operated by the Company or any of its Related Bodies Corporate after such expiry or termination.

(e) Termination of this Agreement for any reason shall not abrogate, impair, release or extinguish any debt, obligation or liability of one Party to the other which may have accrued under this Agreement, including any such debt, obligation or liability which was the cause of termination or arose out of such cause.

18.4 Survival

Clauses 2 and 3 of the Instrument of Agreement and clauses 2.2, 5.3(d), 9, 10, 11, 12, 14, 15, 16.1, 18.3, 19, 20, 21(d)(iv), 23, 24, those provisions of clause 1 pertaining to the interpretation of those clauses and any other clauses expressly stated, or by their nature required, to survive the termination or ending of this Agreement will survive expiry or termination of this Agreement.

19. DISPUTE RESOLUTION

(a) If a dispute arises in connection with this Agreement other than a dispute arising under the Port Operating Protocols (which must be exclusively dealt with in accordance with the Port Operating Protocols) (**Dispute**), either Party may give to the other notice of the Dispute (**Dispute Notice**) to the other Party to initiate the formal resolution process set out in this clause 19. The Dispute Notice must state that the notice is given under this clause 19 and setting out details of the Dispute.

(b) Within 10 Business Days of the Dispute Notice, the Parties' Representatives or other nominated management representatives authorised to resolve the Dispute must meet and attempt to resolve the Dispute.

(c) If the Parties' Representatives fail to resolve the Dispute, the Dispute is to be escalated to each Party's senior management representatives (or their authorised nominees) (**Senior Representatives**) and the Senior Representatives must meet and attempt to resolve the Dispute within a further 10 Business Days.

19.2 Mediation

If the Senior Representatives fail to resolve the Dispute within 20 Business Days of the Dispute Notice having been delivered (**Senior Representative Negotiation Period**), then the following shall apply:

(a) mediation of the Dispute must be conducted under the Mediation Rules of the Resolution Institute (**Institute**);

(b) the Parties will seek to agree a mediator. Failing agreement being reached between the Parties within 5 Business Days after the expiry of the Senior Representative Negotiation Period, the Institute (or person responsible or procedure within the Institution for selecting mediators) is to nominate the mediator;

(c) the mediation will be at the cost and expense of the Parties equally (except that each Party must pay its own advisers, consultants and legal fees and expenses) unless the mediator otherwise declares; and

(d) unless resolved earlier, the mediation will continue for a period expiring on the date being 30 days after the nomination of the mediator (or such other period as the Parties may agree) after which either Party may, by giving written notice to the other Party, commence proceedings in a court of competent jurisdiction.

19.3 Limitation on Legal Proceedings

(a) Subject to clause 19.3(b), the Parties agree that unless and until a Party has complied with this clause 19 for the purposes of resolving a Dispute, the Party must not commence or maintain an action or proceeding in a court, tribunal or otherwise in respect of a Dispute under this Agreement.

(b) This clause 19 does not prejudice the rights of a Party at any time to seek injunctive, declaratory or other interlocutory relief (including for specific performance) against the other Party or to seek enforcement of the resolution process against the other Party.

20. CONFIDENTIALITY AND PRIVACY

20.1 Confidentiality Obligations

(a) Each Party (the **Recipient**) must not disclose any Confidential Information to any person, except:

(i) where the Recipient needs to make a disclosure to its Related Bodies Corporate and its officers, employees, disclosed agents, contractors, auditors, insurers, legal or other advisers and that of its Related Bodies Corporate, provided that such disclosure is for a legitimate purpose in connection with this Agreement and those recipients observe all of the Recipient's obligations in this clause 20;

(ii) where the Company considers it necessary (acting reasonably) to make a disclosure to any bona fide third party purchaser of the Port Terminal in connection with the operation and management of the Port Terminal;

(iii) as required by Law (except that any such requirement will not be construed to permit disclosure of any information under s 275(4) of the PPSA unless s 275(7) of the PPSA applies) or court order, the requirements of any Authority or the rules of any recognised stock exchange, provided that the other Party is given prior written notice of the disclosure; or

(iv) where the prior written approval of the Party whose information is to be disclosed has been given (approval not to be unreasonably withheld but subject to such terms and conditions as may be imposed).

(b) The Recipient must, at the other Party's request, delete or destroy all Confidential Information in its possession, custody or control, except the Recipient and its Related Bodies Corporate may retain a copy of the Confidential Information where it:

(i) the Recipient or its Related Bodies Corporate holding such Confidential Information is required by law or the rules of any Authority or any mandatory rule of professional standards applying to the Recipient or its Related Bodies Corporate to retain a copy of that Confidential Information;

(ii) it forms part of briefing papers or the minutes of the board of directors or a committee of the board of directors of the Recipient or its Related Bodies Corporate;

(iii) it is stored electronically pursuant to an existing routine data back-up exercise on servers or back-up sources so long as it is deleted from local hard drives and no attempt is made to recover it from such servers or back-up sources other than for any mandatory disclosure in accordance with clauses 20.1(a)(ii) and 20.1(a)(iii); or

(iv) it forms part of any advice, opinion or due diligence report prepared for the Recipient or its Related Bodies Corporate,

providing that the Recipient continues to observe its obligations of confidentiality under clause 20.1(a) in respect of any such retained Confidential Information.

20.2 Privacy Obligations

The Customer warrants each of the following to the Company:

(a) any Personal Information that the Customer discloses to the Company under this Agreement has been collected and disclosed in accordance with the *Privacy Act 1988* (Cth); and

(b) the Company is authorised, either by consent of the individual or by Law, to collect the Personal Information from the Customer and use and hold the Personal Information for the purposes of this Agreement.

21. PERSONAL PROPERTY SECURITIES ACT

(a) Words used in this clause that are defined in the PPSA have the meaning given in that legislation.

(b) The Customer acknowledges and agrees that:

(i) for the purposes of the PPSA, this Agreement and the transactions in connection with it constitute a security agreement for the purposes of the PPSA that gives rise to one or more security interests in the Customer Grain granted to the Company, including proceeds from the sale of the Customer Grain;

(ii) the Company, at the Customer's cost, may perfect its security interest by possession or registration on the PPS Register (in any manner that the Company deems appropriate) from time to time and any failure to register a financing statement in respect of the Company's security interest does not affect or impair the Company's security interest provided the Company has possession of the Customer Grain; and

(iii) the Customer waives its right to receive any notice under the PPSA (including notice of a financing statement or financing change statement) unless a requirement for notice cannot be excluded under the PPSA.

(c) If requested by the Company, the Customer must do anything that the Company reasonably requires (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) for the purposes of:

(i) ensuring that the Company's security interest is enforceable, perfected and otherwise effective;

(ii) enabling the Company, to apply for any registration, or give any notification, in connection with security interest granted to the Company under this Agreement on the PPS Register, so that the security interest has the priority required by the Company; or

(iii) enabling the Company to exercise rights in connection with the security interest.

(d) The Company and the Customer acknowledge and agree that in relation to a security interest that may arise in favour of the Customer under or in connection with this Agreement:

(i) the Customer will be responsible for registering the financing statement in respect of the security interest and must promptly provide a copy of the financing statement to the Company's Representative;

(ii) the Company will not be liable to the Customer for any failure by the Customer to register the financing statement or for any error or omission in the financing statement;

(iii) the Customer must not use the collateral classes "all present and after-acquired property" or "all present and after-acquired property, except"; and

(iv) upon expiry or earlier termination of the Agreement, the Customer must lodge a financing change statement discharging the security interest and must promptly provide a copy of the financing change statement to the Company's Representative.

(e) The Parties agree that, despite any other provision in this Agreement and to the extent permitted by Law, in relation to any security interests that arise in the Company's favour:

(i) ss 142 and 143 of the PPSA are excluded and the Company need not comply with ss 95, 96, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other section(s) of the PPSA notified to the Customer by the Company from time to time; and

(ii) neither the Company nor any receiver need give any notice required under the PPSA (except s 135).

22. SUBCONTRACTING

The Company may, at any time, subcontract the provision of some or all of the Services under this Agreement to a Subcontractor without the Customer's prior written consent. Such subcontracting will not relieve the Company of its obligations under this Agreement and the Company remains liable to the Customer for the provision of any and all Services by a Subcontractor to the extent that the Company would have been liable under this Agreement had it performed or failed to perform such Services itself.

23. NOTICES

Any notice, consent, approval, request, demand or other communication relating to this Agreement:

(a) must be either personally served on the addressee or posted to the address of the addressee or sent to the addressee's email, as set out in the Instrument of Agreement or as otherwise notified by the addressee.

(b) is taken to have been received:

(i) if hand delivered, upon delivery;

(ii) if posted, the 5th Business Day after posting within Australia, otherwise the 10th Business Day after posting;

(iii) if sent by email, the time when the email leaves an information system under the control of the sender or of the party who sent it on behalf of the sender provided that the sender does not receive a notice from an automated message system indicating that the transmission has been delayed or has failed,

but if a notice is received by hand or email after 5:00pm or on a day which is not a Business Day, it is taken as having been received at 9:00am on the next Business Day.

24. GENERAL

24.1 Governing Law and Jurisdiction

This Agreement is governed by and must be construed in accordance with the law for the time being in force in the State of New South Wales. The Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and to the courts hearing appeals therefrom in respect of all matters or things arising out of this Agreement.

24.2 Severability

If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will be severed from this Agreement to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

24.3 Assignment and Novation

(a) Subject to clause 24.3(b), each Party must not assign, novate, transfer or otherwise deal with this Agreement or any part of it to any other person without the other Party's prior written consent, which will not be unreasonably withheld or delayed.

(b) The Company may assign, novate or otherwise transfer all or part of its rights and obligations under this Agreement to a Related Body Corporate or any person who is or may be responsible for the operation and management of the Port Terminal who has the expertise, the financial resources and other relevant resources to enable it to discharge the obligations of the Company under this Agreement without the prior consent the Customer.

24.4 Trustee Provisions

If a Party enters into this Agreement as a trustee, it represents and warrants in its own right and as trustee of the relevant trust that, as at the date of this Agreement and until such time as all of that Party's obligations under this Agreement are discharged:

(a) that Party is the sole trustee of that trust;

(b) that Party has the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that trust and to perform all that Party's obligations under this Agreement pursuant to the documents governing that trust;

(c) that Party has the right to be fully indemnified out of the assets of that trust in relation to this Agreement and the assets of that trust are sufficient to satisfy all obligations of that Party under this Agreement.

24.5 No Waiver

A failure or delay by a Party in exercising any power or right conferred on the Party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or

the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

24.6 Relationship between the Parties

The Customer engages the Company as an independent contractor and this Agreement does not create a relationship between the Customer and the Company of employer and employee, principal or agent, partnership or joint venture.

24.7 Amendments to Agreement

No amendment of this Agreement will be of any force or effect unless in writing signed by an authorised representative of each Party.

24.8 Costs

The Company and the Customer must pay their own costs in relation to the preparation, negotiation and execution of this Agreement. The Customer must pay any stamp duty and other taxes payable in respect of this Agreement or anything arising under it.

24.9 Further Assurances

Each Party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

24.10 Attorney

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney and has received no notification of revocation of its power of attorney.

24.11 Counterparts and Multiple Originals

This Agreement may be executed in electronic counterpart copies using electronic signatures, exchanged by email PDF and all of those counterparts shall be considered original and, taken together, will be treated as constituting the same instrument. A Party may execute this Agreement by signing any counterpart. The Parties agree to be legally bound by this Agreement executed by electronics means.

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Schedule 1 – 2026/2027 Charges

Unless stated otherwise, clause numbers in this Schedule 1 refer to the general terms and conditions of Agreement.

Part A – 2026/2027 Charges

1. Charges in respect of Grain type

Charge Type *(per tonne unless otherwise stated)*	**Charges (exclusive of GST)**		
	Wheat	**Barley/Sorghum***	**Canola/Pulses***
Booking Slot Fee	$9.00	$9.00	$9.00
Receival – Road	$9.00	$9.00	$9.00
Receival – Rail	$7.00	$7.00	$7.00
Shrink (Customer Receival)	0.2%	0.2%	1%
Ship Loading	$14.00	$15.00	$19.00
Export Inspection	$0.75	$0.75	$0.75
Stevedoring Charge	$1.75	$1.75	$1.75
Domestic Outload	$10.00	$10.00	$10.00
Storage (per week after week 3)	TBA	TBA	TBA

*Bookings require prior approval.

2. Other Charges

Other Charges *(per tonne unless otherwise stated)*	**Charges (excl. GST)**
Methyl Bromide Fumigation (per mt) (silo wheat equivalent capacity)	$4.00
Title Transfer	POA
Blending	$2.50
Re-grade	$5.00
Falling Number Test (per test)	$75.00
Flow Path Cleaning (per clean)	$3,000
Certificates (per certificate)	$150
Re-delivery	As per Receival Charges
Sample Requests (per sample)	$100
Cancelled Shipping Shifts (per shift)	$4,000
Cancelled Receival Shift (per shift)	$2,000
Vessel Failed Survey (per mt based on total tonnes)	$3.00
Vessel Re-Booking Fee	$8.00
Quattro Berth Hire (per mt charged by the Company)	$1.20

Part B – Explanatory Notes to the Charges

Ship Booking – *applies to shrunk tonnes*

This charge applies to the booking of nominated monthly ship loading or discharge capacity. The Company will assess booking applications in accordance with the Schedule 2 - Operational Protocols. This is a non-refundable charge. Any additional volume loaded or unloaded above the nominated tonnage will be charged as part of the end of vessel reconciliation. Invoices are due for payment within 7 days or the booking unless otherwise agreed. Where the total tonnes loaded is less than the booked tonnage but within the 10% tolerance the difference in tonnes will be rolled to an available future slot. If there is no slot availability the outstanding tonnes will be credited by the Company to the Customer.

Receival - *applies to receival tonnage (i.e. physical tonnes received)*

This charge applies to all Grain received by rail, by road, by ship and covers the services of receival, weighing, sampling, classifying and elevation into storage.

Domestic Outload – applies to outloaded tonnage (*i.e. physical tonnes outloaded*)

This charge to all Grain outloaded by rail or by road. This covers services of weighing, sampling (if required) and loading of truck/train.

Shrink - *applies to receival tonnage (i.e. pre-shrunk tonnes)*

Shrink will be deducted at the time of Receival from deliveries into the Port Terminal.

Ship Loading & Unloading – *applies to physical tonnes*

Covers untrimmed loading of Grain into vessels and discharge of grain to/from the Port Terminal 24 hours per day. It also covers, shipping related positioning, preparation and any related documentation.

Trimming of a cargo may incur additional charges. Charges will be subject to vessel configuration. Fumigation charges, DAFF charges, port charges, stevedoring charges and any blending or shipping variation charges are additional to this charge.

Storage – *applies to pre-shrunk tonnes*

Applies to all grain in storage. Receival fee includes first 4 weeks of storage. Grain remaining in storage after 4 weeks from date of receival will be liable for a further storage fee. This will then be applied for each 4-week period following. Grain which requires special segregation will attract a different 4-week fee which will be negotiated with the Customer. Grain remaining in storage after ship (export) or after pre agreed drawdown plan (import) will incur the post shipment storage fee.

Export Inspection – *applies to physical tonnes*

This service covers the inspection of grain loaded to bulk cargoes by a DAFF Authorised Officer where the service is performed by The Company.

Fumigation – *applies to physical tonnes*

This charge applies to the capacity of a storage unit (cell, shed, bunker) in which the Grain is to be fumigated, not the tonnage of Grain received and stored, where:

I. The Customer requests a fumigation;
II. Live grain insects or any insect subject to quarantine or export restrictions are detected at any stage either during the receival process, while in storage, during or after the loading of the grain onto export vessels, shipping containers or road transport;
III. The Company accepts infested Grain and fumigates the infested Grain.

Vessel failed survey fee- – *applies to shrunk tonnes*

This charge applies to all vessels that fail DAFF survey (BVAR) in the Port (at any berth) or any other port prior to loading at the Company and the Company has incurred costs. There are more details regarding the vessel variation fee in the Company's Operational Protocol.

Vessel Rebooking fee- – *applies to shrunk tonnes*

This charge applies to vessels that fail the present their NOR within the Customers booked slot period (eg. 1-10 June). A vessel that presents an NOR within the slot period but is not ready to load (e.g. proceeds to fail survey) must re-present the final NOR within the slot or the booking will be forfeit and the rebooking fee will be charged to the Company. The rebooking of the slot will be at Company's discretion only. More details about the vessel rebooking fee can be found in the Operational Protocols.

Pre-Blending – *applies to physical tonnes*

This Charge will apply where Binned Grades that have been binned separately by the Company are, at the request of the Customer, mixed together. Mixing will have occurred if previously identifiable Binned Grades are no longer able to be separated back into the original Binned Grades.

Falling Number Test

Applies to any load of Grain requiring the use of the "falling number test" method to determine or confirm the grade. Testing may be applied at the Company discretion to loads exhibiting signs of weather damage including shot and sprouted grains or where in the sole opinion of the Company the testing is necessary to ensure the quality integrity of grain being accumulated. A falling number test fee will be negotiated with the Company upon request by Customer of falling number testing.

Flow Path Cleaning

Applies where:

i. any grain handled for the Customer is subsequently found to contain contaminants or properties in excess of the grade specifications or levels of contaminants or other properties not permitted under export or quarantine regulations.
ii. Export regulations require that the flow path/s used to handle commodity require cleaning.
iii. Delays to commencement or continuity of shipping due to factors outside of Company control such as vessels failing survey or delays in cargo accumulation may result in additional Flow Path Cleaning events and costs.
iv. Grain being handled for the Customer is found to contain any contaminant or physical property which Company determines, in its complete discretion, that presents an unacceptable risk.

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Schedule 2 – Port Operating Protocol

Overview

1. These Operational Protocols set out the processes, procedures and documentation that apply at the Company for the allocation and provision of ship loading capacity and other services.
2. At all times the overriding objectives are to maximise terminal throughput and operational efficiencies whilst endeavouring to satisfy the Customer service requirements.
3. These protocols apply for all commodities and must be read in conjunction with the Port Terminal Services Agreement (PTSA). Capitalised terms take their meaning from the PTSA. If anything in this protocol is in conflict with terms and conditions in the PTSA, the terms and conditions in the PTSA will prevail.
4. In order to become a Customer of the Company an exporter must enter into a PTSA.
5. These protocols are at all times subject to the rules and regulations of the relevant port authority and Customers must ensure that they comply with relevant port authority contractual and regulatory requirements.
6. For the avoidance of any doubt all financial references relate to Australian Dollars (AUD) only, are GST exclusive and all tonnages are based on metric tonnes.

Shipping Stem

7. The published shipping stem will include all vessels currently nominated for arrival as per ACCC guidelines – this is available on the relevant Company website www.naterminal.com.au / www.quattroports.com.au. Customers are also urged to check the relevant port authority website for other shipping allocations and to contact the Company for information regarding other terminal operations which may impact shiploading operations.
8. The Company will make available existing bookings in addition to the shipping stem to all parties that are signatory to the PTSA upon request.
9. The Company will allocate available export shipping capacity on 1-10, 11-20, 21-30 of each month.
10. The Company will make 3 export capacity slots available per month which will be allocated on a first come first served basis. Additional shipping slots and volume increases to booked slots will be made available through negotiation on the basis of stem capacity, storage capacity and customer supply chain capability. All allocations of subsequent slots or volume increase will be at the complete discretion of The Company.
11. Acceptance of all shipping slots will be conditional on the Customer being able to demonstrate supply chain capability to execute their proposed shipment.
12. The Company will allocate import vessel capacity upon request depending on storage capacity, berth occupancy and projected outturn program.
13. Additional short term capacity may be made available to Customers at the absolute discretion of The Company.
14. At Newcastle, the Company's berth is located at Dyke No.2 Berth. Dyke No.2 berth is a common user berth and The Company shares the berth with Aurizon Port Services (APS). There is an agreed vessel arrival protocol to facilitate efficient utilisation of the berth. In relation to **import** vessels only, The Customer has an obligation to vacate the berth for APS vessels if the Customer vessel will delay the APS by more than 48 hours. In this instance The Company will be responsible for the physical vessel movement costs only.

Booking shipping capacity

15. To request shiploading or ship discharge capacity at The Company, The Customer must complete and lodge the 'Intent to Ship Advice' (ISA) and comply with the Shipment Booking Fee terms as outlined in the PTSA.
16. After receipt of a valid Intent to Ship Advice the Company will either accept or reject the Intent to Ship Advice within 3 Business Days of receipt.
17. In deciding to accept or reject an Intent to Ship Advice the Company may consider:
    - Overriding objectives of maximizing terminal throughput
    - Existing shipping intentions
    - Un-allocated capacity at The Company
    - Other matters which The Company reasonably considers to be relevant, including, without limitation, matters going to the efficiency and timeliness of cargo accumulation at the port
    - The Customer ability to execute delivery
18. Intent to Ship Advices will be dealt with in the order that they are received.
19. If The Company accepts the Intent to Ship Advice the process is as follows:
    - Declare a valid 'Booking'.
    - Confirm and sign acceptance section on the ISA noting the Company Booking Reference Number.
    - Invoice the Customer for the applicable Booking Fee for which the Customer will make full payment of the non-refundable Booking Fee within 7 days from issue unless otherwise agreed by The Company.
    - Upon transfer of funds associated with the Booking Fee change the pending status on its Shipping Stem to 'accepted'.

20. If a Booking remains unused by the 31st October 2026 the Booking Fee will be forfeited unless otherwise agreed by The Company.
21. The Booking Fee is a pre-payment of the PTSA Shipment Booking. At the completion of shiploading, the reconciliation will be performed as per the procedures in the PTSA to determine the final variance between the actual tonnage loaded and the tonnage initially nominated. Any variance to tonnage will be invoiced or credited on the final shipping invoice. Where the tonnage loaded or discharged is less than the nominated tonnage by more than 10% no further refund will be made on the booking fee for that vessel.
22. The Company may, at its sole discretion, allow variations to the Booking. In determining acceptance or rejection of such changes to a Booking the Company will consider the matters outlined in Clause 17.
23. If a Booking remains unused by the end of the nominated month it lapses and the Booking Slot Fee is forfeited unless the Company agrees to roll the booking to another available position.
24. The Customer may transfer confirmed booking slots to other exporters (without incurring additional booking fees) subject to:-
    a. The counterparty having a current valid PTSA in place with The Company.
    b. Both parties completing the 'Booking Transfer Form' and forwarding to The Company.
    c. If requested by The Company the counterparty being able to demonstrate supply chain capability to execute the booking.

Cargo Accumulation and Vessel Nomination

25. Minimum of 30 days from commencement of the allocated 'Booking Period' (1-10,11-20,21-30) the Customer must complete and forward a completed Cargo Quality Accumulation Plan (CQAP) detailing:
    a. Vessel name if known
    b. Vessel ETA within the allocated 'Booking Period'
    c. Preferred accumulation start date
    d. Proposed rail schedule (including site selection)
    e. Proposed road schedule (including site selection)
    f. Commodity grain & grade including:
        i. Required quality specifications (eg protein minimum)
        ii. Blending requirements
        iii. Tonnage with min/max % nominated
        iv. Applicable grain treatment/fumigation and phytosanitary specifications
    g. Destination country
    h. Any specific sampling requirements
    i. Estimated Load Date
26. Within 3 business days of submission of a CQAP the Customer will be notified of an allocation of terminal bin capacity taking into account any vessel queuing and an Estimated Load Date based on:
    a. Other vessels nominated to be loaded
    b. Site accumulation and transport plan, including transport availability
    c. Nominated vessel ETA
    d. Ownership of stock
    e. Impact on terminal efficiencies
27. Estimated Load Dates are approximate only and are not fixed or final. Estimated load dates may change due to:
    a. Changes to cargo
    b. Delays in cargo accumulation
    c. Delays in loading prior vessels
    d. Weather
    e. DAFF instructions
    f. Cargo quality problems
    g. Port Authority instructions
28. Cargo accumulation will not commence prior to the determination of an Estimated Load Date unless agreed by The Company.
29. As a general rule cargo accumulation will commence at the discretion of The Company with the longest possible customer accumulation time subject to vessel ETA and storage availability.
30. As the Port Terminal has limited storage capacity The Company will determine, the order of cargo accumulation taking into account:
    a. Vessel ETA and subsequent arrival and tendering of NOR
    b. Grain ownership and availability at Port Terminal
    c. Site accumulation and transport plan
    d. Impact on terminal efficiencies
31. The Company reserves the right to commingle all Grain accumulated at the Terminal with stock of the same grade regardless of ownership. However, The Company will use best endeavours to maintain segregation of grain at the request of the Customer.

32. Where grain remains at the Terminal after completion of shiploading and if The Company, acting reasonably, considers that the presence of the grain may interfere with the receival of grain for the next due shipment, The Company will request the removal of the residual grain at the Customer's cost.
33. Vessel Nomination Form must be submitted at least 21 calendar days prior to load date.
34. Vessels must be compliant with the characteristics of the berth and details of the Vessel characteristics must be provided to The Company.
35. The Company may, at its sole discretion, consider Vessel Nominations received on less than 14 days notice.
36. Post the allocation of the initial estimated load date the Customer must inform The Company in writing of any variation to the ETA date of the nominated vessel.
37. The Company will process any variations to the vessel ETA on the terminal shipping stem and will review, consider and discuss any impact on vessel loading order with all impacted parties prior to confirming any change to the load order.
38. The Company will accept the substitution of a Nominated Vessel on the basis that there is no fundamental change to the original performing vessel details.
39. The Customer (or its Agent) must provide the relevant ship details as outlined in Required Vessel Forms. Failure to provide this information may result in cancellation of the vessel nomination.

Failure to provide valid NOR within the Booking Period

40. The Company, at its complete discretion, may allow an extension to the Booking period where it is practical to do so. This extension will take into consideration:
    a. That sufficient terminal capacity and required grain are available and an effective accumulation program is in progress.
    b. Efficiency of the overall terminal operations and in particular the ability to load subsequent vessels without any practical impact on their estimated loading period.
41. The Company may re-prioritise the loading priority of the late arriving vessel and schedule it behind vessels allocated capacity in the subsequent Booking Period.
42. Failure to present a performing vessel within the Booking Period can at the complete discretion of The Company result in the Booking and the Booking Fee being cancelled. A new Vessel Nomination and Booking Fee could then be required.
43. The Company reserves the right to seek costs from the Customer in connection with:
    a. The cancellation of a vessel within 14 days of the original ETA.
    b. The delay of a vessel from its original ETA by more than 7 days.
    c. A substituted vessel ETA varying by more than 7 days after the original ETA.

    Such cost, expenses and liabilities may include but are not limited to:
    a. Repositioning costs.
    b. Storage costs.
    c. Treatment costs.
    d. Any third party claims where the terminal is blocked and causes the Company's customers to experience delays.
44. The Company will use its best endeavours to mitigate such costs and expenses. However, the Customer agrees it will remain ultimately responsible.

Vessel loading

45. The order of vessel loading will generally be determined in accordance with:
    a. Vessel ETA and subsequent Actual Time of Arrival
    b. Date Vessel Nomination received by The Company
    c. Date Vessel passed all Survey and provides Notice of Readiness
    d. Grain availability at the Terminal
    e. Site accumulation and transport plan
    f. Ownership of stock
    g. Impact on terminal efficiencies
    h. Vessels having all stock accumulated and in position will have priority
46. Customer must provide details of vessel laycan upon request which includes but is not limited to starting of laycan time, chartered tonnage rate, and terms of laycan (e.g. Shinc/Shex).
47. Specific terminal and supply chain efficiencies, including an ability to fully utilise available resources and the ability to fully position stock, may result in vessels loading out of arrival order.
48. Customer may negotiate changes to specific vessel accumulation and load dates and present an agreed position to The Company. The Company may or may not, agree to implement such changes.

Vessel Survey

49. Where a vessel fails survey (BVAR) and The Company has incurred costs, a vessel variation fee of AUD$3.00 per metric tonne will be charged on the total shipment tonnage. Prior to commencement of loading a vessel must have passed a Marine, DAFF and/or any other survey required by law.
50. The Company recommends that where possible prior to berthing a vessel a Marine pre-survey is conducted. Ideally this survey should be completed prior to arrival to port.

51. Should a vessel fail any required survey, the vessel is no longer classed as a working vessel and may be removed from the berth at the Customer's expense.

Treated or Fumigated Grain

52. Prior to delivering any grain to the Company, the Customer must advise if this grain has been, or is to be fumigated or treated with any insecticides or grain protectants (approved for grain application).
53. The Customer is to provide information on chemical treatments applied or to be used on the grain. The Customer is not to deliver grain to the Company:
    a. until advised the chemical treatments used are accepted at the Company.
    b. that would fail Australian or the importing country residue surveillance.
54. The Customer must provide a clearance certificate issued by a licensed fumigator stating the commodity is fumigant and residual free.

Dispute Resolution

55. In the event that the Customer disputes the Company's adherence to these protocols (including, without limitation the acceptance or rejection of a Vessel Nomination, or re- prioritisation of terminal services), the following procedures will apply:
    a. The Customer must notify the Company in writing of the dispute, the reasons for the dispute and the resolution which the Customer requests.
    b. In the case of a dispute regarding rejection of an Intent to Ship or Vessel Nomination, the dispute notice must be received by the Company by 16:00 Australian Eastern Standard Time on the next Business Day following receipt of the notice from the Company of the rejection.
    c. the Company must use its best endeavours to respond to the Customer within 2 Business Days following receipt of the dispute notice. the Company's response must notify the Customer whether the Company will change its decision and, if not it must provide an explanation or basis for the Company's decision.
    d. If the Customer is not satisfied by the Company's response, or if the Company fails to respond to the dispute notice within two Business Day of its receipt, the Customer may serve written notice to the Company within one Business Day of receipt of the Company's response, or within one Business Day of when the Company's response was due.
    e. Upon receipt of this escalation notice, the Company must use all reasonable endeavours to arrange a meeting between the Company's Terminal Manager and the Customer within two Business Days of receipt of the escalation notice. Where the Company's Terminal Manager is unavailable for such a meeting within the timeframe specified, the Company will make available a suitable alternative authorised representative to meet with the Customer within two Business Days of receipt of the escalation notice. To facilitate the expeditious resolution of disputes, the meeting can take place either face to face or by telephone.
    f. At the meeting, the Company's Terminal Manager (or appointed representative) and the Customer will discuss the subject of the dispute notice and the Company's response and use all reasonable endeavours to reach an agreed outcome. Where such agreed outcome cannot be achieved, given the need for clarity, efficiency and certainty in this dispute resolution process, the Company's Terminal Manager (or appointed representative) will make a final decision in relation to the dispute notice and (within 10 Business Days after the meeting) notify that decision and the reasons for that decision in writing to the Customer.
    g. In reaching the final decision, the Company's Terminal Manager (or appointed representative), acting on behalf of the Company, must take into account the circumstances of the dispute and details set out in the dispute notice and, acting reasonably and in good faith, reach a decision that is consistent with the wording, or if that is unclear, the intent of these Protocols. the Company's Terminal Manager (or appointed representative) may also have regard to the objectives of:
        i. maximising the efficient operation of the Company.
        ii. maximising export throughput at the Company.
        iii. ensuring the non-discriminatory treatment of Customers; and
        iv. ensuring consistency of decisions.