



BROADBENT



Warehousing Terms & Conditions ("Agreement")

1. Background:

- 1.1 These terms and conditions apply to the storage and handling of any commodity specified in schedule 1, stored under warehouse in The Stores system and any subsequent transfer and outturn of the commodity.
- 1.2 The Warehouser acknowledges that services under this Agreement will be provided to the Warehouser by The Storer.
- 1.3 The Warehouser must be registered with NGR before any services relating to this agreement, will be provided by The Storer.

2. Agreement:

- 2.1 The Warehouser agrees to warehouse the commodity identified in Schedule 1 of this Agreement for the fees specified in Schedule 1.
- 2.2 The Storer agrees to store that commodity subject to the terms and conditions of this agreement in a clean, dry and in all circumstances appropriate storage facilities including without limitations silos, storage bins and/or covered bunkers.
- 2.3 Under this agreement, The Storer's weighbridge docket and quality test results shall be conclusive evidence of the quantity and specification of the commodity being stored.

3. Common Stocking:

- 3.1 The Storer may commingle the commodity of the Warehouser with commodity of the same type that has been received from other Warehouseors or clients. In this case all commingled commodity shall be owned by all parties whose commodity has been so commingled to the exclusion of all other persons including, but not limited to, The Storer, as tenants in common.

4. Receival:

- 4.1 The Storer will receive the commodity in accordance with Grain Trade Australia Ltd (**GTA**) Standards and Methodology unless otherwise agreed.
- 4.2 The Storer will sample, provide quality testing results, classify into available grades, weigh, store and load road transport or transfer the commodity to another party under this agreement.
- 4.3 The Storer may in its absolute discretion, accept or refuse to accept the commodity for warehouse and/or storage based on quality, hygiene, safety or its capacity or efficiency.
- 4.4 The Warehouser will, at the cost of the Warehouser, immediately remove the Commodity from the storage upon receipt of a notice from the Storer requiring it to do so.

5. Guarantee of Quality:

- 5.1 The Storer must insure that all commodities will be received under GTA receival standards and will comply with the same GTA receival standards when tested on outturn.
- 5.2 Any costs associated with commodities not meeting GTA receival standards on outturn or upon delivery to an end user will be at the expense of The Storer and will be invoiced directly to The Storer once agreed upon by both parties.
- 5.3 If there is any doubt as to the quality of the commodity or the testing procedure used by The Storer at either The Storer's facility or delivery destination an independent sample will be taken, in the presence of a representative of The Store or a person nominated by The Storer, and will be sent to Australian Superintendance Company (or another Client approved testing agency) who will conduct an independent test of the commodity which will determine if the grain is in line with GTA receival standards or if it is non-compliant. If the independent test finds that the commodity is not compliant with GTA standards, that it was received under, The Storer will be liable for any costs associated with dealing with the distressed load including but not limited to freight, dockage and independent testing.

6. Shrinkage:

- 6.1 The Storer will deduct a shrinkage allowance, as specified in Schedule 1, from each load of commodity received in the Warehouse's name.
- 6.2 Receival fees will be levied against the delivered tonnage, but all other charges will be levied against the shrunk tonnage.
- 6.3 An additional 1% shrinkage allowance will be deducted from all tonnage of pulses and oats held for the Client in the Storer's facilities on the first day of each subsequent Season (1 October) following the end of the Season in which such Commodity was delivered to the Storer, until outturn.

7. Treatment:

- 7.1 The Storer may at its expense treat the Commodity with chemicals in accordance with industry practice to prevent infestation, disease and/or contamination at all times within applicable levels as determined by industry maximum residue limits unless otherwise specified.
- 7.2 The Storer is not required to obtain the Warehouse's approval to treat the Commodity.
- 7.3 The Warehouse acknowledges that following treatment, the Commodity may not be available for a specified period of time.
- 7.4 In the event of infestation being detected the Commodity will be treated by the Storer. Where fumigants are applied, it is acknowledged by the Warehouse that the Commodity will not be accessible for outturn for a period of about four weeks. The period will be determined by the reasonable discretion of the Storer.
- 7.5 The Storer will not be liable to the Warehouse for any delay in outturning commodities as a result of The Storer treating the Commodity in accordance with this clause.

8. Transfers:

- 8.1 The Warehouse may only transfer the Commodity to a third party (**Purchaser**) by completing and executing a Title Transfer in the form set out at Schedule 2 (**Transfer Form**).
- 8.2 Title in the grain is not transferred until the Transfer Form is executed by the Warehouse, the Purchaser and the Storer.
- 8.3 The Warehouse warrants that the Purchaser is on notice of these terms and conditions and has agreed to be bound by them, except in the case where the purchaser is a client who is then bound by the Terms & Conditions contained in The Storer's **Storage & Handling Agreement**.
- 8.4 The Storer may refuse to sign a Transfer Form until any overdue amounts owing to the Storer by either the Warehouse or the Purchaser have been paid in full.

9. Outturn:

- 9.1 Prior to removing the Commodity from storage, the Warehouser must give The Storer not less than 2 (two) working days notice in advance, in writing, as to when the Commodity will be removed and the carrier details including contact information.
- 9.2 If the Warehouser has not requested outturn by close of business 2 (two) working days prior to the expected outturn date, the Storer is not obliged to outturn the Commodity.
- 9.3 The Warehouser acknowledges that The Storer must apply treatments to commodity stored under warehouse in The Storer's system in accordance with its treatment regime and that during the course of such treatments, the commodity will not be available for outturn.

10. Adjustments:

- 10.1 If for any reason the Storer does not hold sufficient Commodity of the type and specification of the Warehouser's commodity at the time the Warehouser or a purchaser notifies Storer of dispatch, the Storer must satisfy any such physical shortfall by (at Storer's option) payment of compensation at market price or provision of replacement stock of equivalent or higher quality. The market price shall be the average of prices provided by two independent grain brokers with one such broker appointed by each party.

11. Ownership & Lien:

- 11.1 The Storer has possession of the stored Commodity and a lien in respect of any unpaid storage charges but otherwise has no legal or equitable title to the Commodity, unless it is an owner of the Commodity.

12. Fees and Payment:

- 12.1 The Warehouser must pay the Storer all fees charges specified in Schedule 1.
- 12.2 Receival fees will be not be invoiced unless the Warehouser intends to outturn the grain in their own right, at which time the receival fee will be payable in full.
- 12.3 Storage will be due and invoiced monthly.
- 12.4 The full amount of each invoice rendered by the Storer must be paid by the Warehouser within 30 days of the date of that invoice, or prior to outturn, whichever is earlier. By telegraphic or bank transfer to the Storer's nominated bank account, free of expense to the Storer.
- 12.5 The storage fees set out in Schedule 1 shall apply only from the date of this Agreement to 31st October, and may be varied by the Storer annually on that date.
- 12.6 The Storer may withdraw, suspend or vary its conditions of credit at any time.
- 12.7 The Storer may, at any time and in its absolute discretion do any one or more of the following:
- vary the Warehouser's approved Credit Limit;
 - reduce the time for payment;
 - terminate any credit accommodation granted to the Warehouser;
 - demand immediate repayment from the Warehouser of all amounts owing (whether or not a due date for payment has arrived or passed);

13. Interest:

- 13.1 If any payment is not made on or before the due date for payment, the Warehouser must pay interest on any overdue amount a rate of 1.5% per calendar month, calculated daily.

14. Weight & Measures:

- 14.1 The Storer and the Warehouser agree that all receival weights shall be determined by the Storer's weighbridge.
- 14.2 Any grain testing and quality testing equipment the Storer uses will be provided at its expense and in line with industry practice.

15. Record Keeping:

- 15.1 The Storer will maintain and keep complete and accurate electronic records of all commodities stored by it (including the Commodity) and of all actions taken by it in relation to the stored Commodity in an approved weighbridge management software program.
- 15.2 Such records will be sufficient, as a minimum, to identify the amount, location and ownership of any stored Commodity, including the joint ownership of any commingled Commodity.
- 15.3 The Storer will provide the Warehouser with details of its stored Commodity on a daily basis during receival periods.

16. Insolvency:

- 16.1 In the event of The Storer's insolvency, the Warehouser or any Purchaser remains the owner of the Commodity.
- 16.2 The Warehouser will be entitled to immediate discharge of its Commodity, on demand, subject to any lien.

17. Exclusion of Liability:

- 17.1 Except as expressly stated herein, the Storer is not liable for damage, destruction, contamination or loss of Commodity unless caused by the negligence of the Storer.
- 17.2 The Warehouser acknowledges that the Storer is unable to test on receival for germinative quality of barley, toxic or other chemical residues, genetically modified seed or other contamination. The Storer is not liable for any direct or consequential damage caused by or otherwise relating to the storage or handling of contaminated Commodity.

18. Insurance:

- 18.1 The Storer is under no obligation to insure Commodity against loss, damage, destruction.
- 18.2 The Warehouser must at all times whilst Commodities are stored by it at the Storer's facility, keep the Commodity insured.
- 18.3 The Warehouser must ensure that the Storer is named in all relevant insurance policies as a joint insured in its capacity as custodian, or alternatively a waiver of subrogation rights against the Storer is to be included in all policies.

19. Governing Law:

- 19.1 The laws of the State of Victoria apply to this Agreement.

20. Rules of Trade:

- 20.1 This Agreement is to be read concurrently with GTA Trade Rules, as varied from time to time.
- 20.2 The terms of this Agreement will prevail to the extent of any inconsistency between these terms and:
- a. GTA Trade Rules; or
 - b. any conditions sought to be imposed by the Warehouseur.

21. Arbitration:

- 21.1 If any dispute arises regarding any matter relating directly or indirectly to this Agreement (other than a dispute relating to non-payment) (**Dispute**):
- (i) a party must not commence proceedings (other than for urgent interlocutory relief) in respect of such Dispute until the procedures set out in this clause have been exhausted; and
 - (ii) any party may commence the procedure set out in this clause by giving written notice of the Dispute the other party (**Dispute Notice**).
- 21.2 Within 7 days of the service of the Dispute Notice, the parties authorised representatives must meet in good faith and use their best endeavours to resolve such Dispute to their mutual satisfaction.
- 21.3 If any Dispute cannot be resolved by good faith negotiations between the parties, such Dispute shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the date of this Agreement, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring an action or other legal proceedings against the other of them in respect of any such dispute.

22. Miscellaneous:

- 22.1 **Force Majeure:** The Warehouseur releases the Storer from any claim, liability or responsibility concerning late delivery or failure to deliver Commodity if this is due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, government law or regulation or requirement or any other cause beyond the control of the Storer and no such failure shall entitle the Warehouseur to cancel and order or withhold payment.

23. Confidentiality:

- 23.1 The Warehouseur acknowledges the confidential nature of its dealings with the Storer.
- 23.2 The Warehouseur shall not, without the Storer's prior consent in writing, copy or disclose or cause to be copied or disclosed any details of its dealings with the Storer to a third party except with the prior written consent of the Storer.

24. Signatory Warranty:

- 24.1 The signature by the Grower/Warehouseur/Carrier/Agent on the front of the Receival Weighnote confirms the Grower's/Warehouseur's acknowledgement of the Terms and Conditions within this agreement.



Schedule 1 – Details

All fees are exclusive of GST

FEES & CHARGES LAKAPUT BULK STORAGE & LAKE BOLAC	Wheat	Malt Barley	Feed Barley	Canola	Oats	Pulses
Receival Fee	\$9.00	\$11.00	\$10.00	\$13.50	\$14.00	\$14.00
Outturn Fee	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$ 6.50
Monthly Storage commences one month after month of delivery to 30 th September 2020**	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65
Carryover Fee (1 st October 2020 onwards)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Shrink	0.7%	0.7%	0.7%	0.7%	0.7%	1.0%

All fees are exclusive of GST

FEES & CHARGES BALLARAT Grades to be confirmed	Wheat	Malt Barley	Feed Barley	Canola
Receival Fee	\$9.00	\$11.00	\$10.00	\$13.50
Outturn Fee	\$5.50	\$5.50	\$5.50	\$5.50
Monthly Storage commences one month after month of delivery to 30 th September 2020**	\$1.65	\$1.65	\$1.65	\$1.65
Carryover Fee (1 st October 2020 onwards)	\$3.00	\$3.00	\$3.00	\$3.00
Shrink	0.7%	0.7%	0.7%	0.7%

All fees are exclusive of GST

FEES & CHARGES NSW & QLD BULK STORAGE	Wheat	Malt Barley	Feed Barley	Canola	Pulses
Receival Fee	\$9.00	\$11.00	\$10.00	\$13.50	\$14.00
Outturn Fee	\$5.50	\$5.50	\$5.50	\$5.50	\$ 6.50
Monthly Storage commences one month after month of delivery to 30 th September 2020**	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65
Carryover Fee (1 st October 2020 onwards)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Shrink	0.7%	0.7%	0.7%	0.7%	1.0%

** Storage based on stock on hand as at 1st day of the month. Storage commences one month after the month of the first delivery. For example, first delivery in December, storage commences February.



Schedule 2 – Transfer Form

Warehouse Transfer Form

SELLER / Warehouse’s Details:

Name:			
NGR:			
Address:			
Telephone:		Fax:	
Email:			

BUYER’s Details:

Name:			
Telephone:		Fax:	

SITE: (Please Circle)	LAKAPUT / LAKE BOLAC / MOREE / JONDARYAN
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Season	Grade to be transferred	Ticket Numbers	Tonnes	Contract Number

I..... as the Seller of the tonnes listed above, confirm the grain has been sold and I agree to accept any charges applicable as per CHS Broadbent Pty Ltd’s Warehousing Terms & Conditions.

I authorise CHS Broadbent Pty Ltd to submit my transfer to the buyer for approval.

Seller’s Signature: Date:

email transfers@chsbroadbent.com

<u>OFFICE USE ONLY</u>	Date Rec’d:
	Date Transferred: