

# Pricing, Procedures & Protocols Manual

## 2023/24 Season

This document is the Pricing, Procedures & Protocols Manual (Manual) referred to in:

- the 2023/24 Season Storage & Handling Agreement (S&H Agreement);
- the 2023/24 Port Terminal Services Agreement for Standard Port Terminal Services (PTSA); and
- the standard Long Term Port Terminal Services Agreement (LTA); and
- the Port Loading Protocols, each an Agreement and together the Agreements.

Unless the context otherwise requires, terms used in the Manual shall have the same meaning as in the Agreements and this Manual shall be interpreted in the same manner as those Agreements.

## Contents

Schedule A - Storage & Handling Charges .....	2
Schedule B - Export Select & Export Standard .....	16
Schedule C - Purchase Option Service Procedure .....	18
Schedule D - Site Details .....	22
Schedule E - Domestic Outturn & Export Standard Conditions .....	23
Schedule F - Access & Operating Conditions for Road Movements at Viterro Facilities .....	25
Schedule G - Register of Outturn Standards .....	37
Schedule H - Load Rejection from Domestic Delivery .....	45
Schedule I - Viterro Labour Ordering Conditions for Shipping .....	47
Schedule J - Operating Conditions for Viterro's Rail Facilities .....	49
Schedule K - Sampling Provisions .....	53
Schedule L - Oversize Vessels .....	55

# Schedule A

## Storage & Handling Charges 2023/24

Viterra may vary these Charges at any time by providing 20 Business Days' notice to the Client via the website.

The Client acknowledges that the following Charges apply to the Client's Grain for the current Service Year and that, unless this Schedule provides otherwise, the Charges for all Grain in storage at the commencement of a new Service Year will be made at the rates applicable for that Service Year. All Charges detailed below are GST exclusive.

This Schedule should be read in conjunction with Attachment 1 – Storage & Handling Charges 2023/24 Explanatory Notes

### A. Receival, Storage & Shrinkage

#### A1. Receival Fee

Payable by the Client at the time of receival or transfer in store.

	Major Wheat \$/mt	Minor Wheat \$/mt	Other Barley \$/mt	Malting Barley \$/mt	Minor Cereals & Canola \$/mt	GM Canola \$/mt	Pulses \$/mt
Upcountry Receival Facility	\$16.05	\$17.85	\$16.30	\$17.85	\$23.00	\$23.75	\$17.85
Port Terminal	\$21.20	\$23.10	\$21.50	\$23.10	\$27.80	\$28.55	\$17.90
Notional Ports	\$25.05	\$26.85	\$25.30	\$26.85	\$32.00	\$32.75	\$26.85

#### A2. Monthly Storage for 2023/24 Season grain

Levied per tonne for Grain on hand as at the 1st of each month.

	2023/24 Season			2023/24 Season held in Notional Ports		
	Wheat, Barley & Minor Cereals \$/mt	Canola \$/mt	Pulses \$/mt	Wheat, Barley & Minor Cereals \$/mt	Canola \$/mt	Pulses \$/mt
Monthly charge Oct 2023 – Aug 2024	\$2.05	\$2.10	\$2.20	\$1.90	\$2.00	\$2.05
Monthly charge Sep 2024	\$4.50	\$4.70	\$5.30	\$4.50	\$4.70	\$5.30

Note - The Client will be charged Grower's accumulated storage fees for all transfers in store. Client will be notified of the accrued charges via Acquisition file at time of transfer. For further information on commencement of storage, refer Explanatory Notes.

### A3. Monthly Storage for Prior Season grain

Levied per tonne for Grain on hand as at the 1st of each month.  
Applies to all grain of seasons prior to 2023/24 in store (Prior Season Grain).

	Prior Season			Prior Season held in Notional Ports		
	Wheat, Barley & Minor Cereals \$/mt	Canola \$/mt	Pulses \$/mt	Wheat, Barley & Minor Cereals \$/mt	Canola \$/mt	Pulses \$/mt
Monthly charge Oct 2023 – Nov 2023	\$4.60	\$4.85	\$5.45	\$4.50	\$4.70	\$5.30
Monthly charge Dec 2023 – Aug 2024	\$3.30	\$3.40	\$3.70	\$3.25	\$3.30	\$3.55
Monthly charge Sep 2024	\$4.60	\$4.85	\$5.45	\$4.50	\$4.70	\$5.30

Note – The Client will be charged Grower’s accumulated storage fees for all transfers in store. Client will be notified of the accrued charges via Acquisition file at time of transfer. For further information on commencement of storage, refer Explanatory Notes.

### A4. Additional Monthly Port Storage Fee

Levied per tonne for Grain on hand as at the 1st of each month at Port.  
Applies to all non-Export Select tonnes delivered to a Port Terminal and cannot be transferred into Export Select.

	Port Adelaide Inner Harbour \$/mt	Port Giles \$/mt	Port Lincoln \$/mt	Thevenard \$/mt	Wallaroo \$/mt
Monthly charge Feb 2024 – Mar 2024	\$0.65	\$0.32	\$0.65	\$0.32	\$0.32
Monthly charge Apr 2024 – Sep 2024	\$0.65	\$0.45	\$0.65	\$0.45	\$0.45

### A5. Shrinkage Factor

	Wheat, Barley, Minor Cereals & Canola	Pulses
Delivered to a Viterra Facility	0.60%	0.85%
Received from Approved Third Party Storage	0.25%	0.40%

Note – Dust is in addition to shrinkage (refer to C8 of this Schedule)

## B. Movements & Outturns

### B1. Outturn Fee

Domestic Outturn Fee	\$4.95/ mt
Site to Site Outturn Fee	\$4.20/mt
Outturn Surcharge	POA

### B2. Port Inloading Fee

All Port Terminals (except Port Adelaide Outer Harbor)	\$5.40/mt
Port Adelaide Outer Harbor	\$4.90/mt
Inloading Surcharge	POA

### B3. Port Direct Throughput Fee

Refer Explanatory Notes for description of service.

Major Wheat \$/mt	Minor Wheat \$/mt	Other Barley \$/mt	Malting Barley \$/mt	Minor Cereals & Canola \$/mt	GM Canola \$/mt	Pulses \$/mt
\$11.76	\$13.60	\$12.05	\$13.60	\$18.10	\$18.90	\$13.60

### B4. Third Party Receival Fee

(i) Approved Third Party Receival Fee

Refer Explanatory Notes for description of service.

Major Wheat \$/mt	Minor Wheat \$/mt	Other Barley \$/mt	Malting Barley \$/mt	Minor Cereals & Canola \$/mt	GM Canola \$/mt	Pulses \$/mt
\$3.45	\$3.45	\$3.45	\$5.10	POA	POA	POA

(ii) Non-Approved Third Party Receival Fee

Refer Explanatory Notes for description of service.

Major Wheat \$/mt	Minor Wheat \$/mt	Other Barley \$/mt	Malting Barley \$/mt	Minor Cereals & Canola \$/mt	GM Canola \$/mt	Pulses \$/mt
\$6.36	\$8.20	\$6.65	\$8.20	POA	POA	POA

### B5. Export Select Rebate

Applicable to all Grain transferred into Export Select from Upcountry Receival Facilities.

2023/24 Season Grain Only

This rebate is available from 1 October 2023 - 15 January 2024

\$0.60/mt

### B6. Other Fees

Return Fee	\$8.95/mt
Reposition Fee	POA
Rail Weighing Fee	\$3.85/mt
Under Performance Fee	\$2.70/mt
Cell Reservation Fee	POA
Notional Outer Harbor to Pt Adelaide transfer charge	\$0.40/mt
Grain Cleaning	POA

## C. Shipping

### C1. Booking Fee

A fee charged on Capacity booking acceptance (may include un-named vessel) under the Port Loading Protocols. Please refer to Viterra Operations Port Loading Protocols & Explanatory Notes.	\$5.00/mt
---	-----------

### C2. Capacity Management

Booking Transfer Fee	\$300/adjustment
Booking Movement Fee	\$300/adjustment
Early Booking Surrender Rebate	Refer Port Loading Protocols
Lost Capacity Fee	\$5.00/mt

### C3. Port Handling & Shipping Fee

Port Adelaide Inner Harbour \$/mt	Port Adelaide Outer Harbor \$/mt	Port Giles \$/mt	Port Lincoln \$/mt	Thevenard \$/mt	Wallaroo \$/mt
\$20.65	\$18.10	\$18.10	\$18.10	\$20.65	\$20.65

Note - Includes stevedoring, minimum ship sampling services and ship loading

### C4. Authorised Officer (AO) Fee

Charged where Viterra AO services are applicable.

Port Adelaide Inner Harbour \$/mt	Port Adelaide Outer Harbor \$/mt	Port Giles \$/mt	Port Lincoln \$/mt	Thevenard \$/mt	Wallaroo \$/mt
\$0.47	\$0.41	\$0.47	\$0.47	\$0.47	\$0.47

### C5. Late Vessel Nomination Fee

All Port Terminals – Days' Notice of Named Vessel Nomination prior to ETA.

Greater than or equal to 14 days	-
Less than 14 days but greater than 10 days	\$0.80/mt
Less than or equal to 10 days	\$1.55/mt

### C6. Vessel Variation Fee

	Port Adelaide Outer Harbor \$/ mt	Port Adelaide Inner Harbour, Port Giles, Port Lincoln, Wallaroo, Thevenard \$/mt
Per day for day 1	\$1.00	\$1.00
Per day for subsequent onwards or part thereof	\$0.75	\$0.50

### C7. Shipping Repositioning Fee

Positioning to other permanent storage at the particular Port Terminal Facility and back to shipping block	\$2.55/mt
Positioning to bunkers at the particular Port Terminal Facility (or Wallaroo block 8) and back to shipping block (includes freight cost)	\$8.15/mt
Positioning from Outer Harbor to Inner Harbour (including Outturn at Outer Harbor, freight & port in-loading at Inner Harbour)	POA

### C8. Dust Factor

Allowance for Dust (for all tonnes outturned for export) deducted from Client stock balance	0.15%
---	-------

### C9. Minimum Cargo Lift Fee

All vessels loaded with less than 15,000mt (for all tonnes loaded)	\$1.60/mt
--	-----------

### C10. Port Terminal Utilisation Fee

Port Terminal Utilisation Fee per day	\$15,000
---------------------------------------	----------

### C11. Splash (Gang Labour) Trimming

Weekday rate per hour per person	\$78.60
Weekend rate per hour per person	\$98.20

### C12. Elective Shipping Fees

Blending Fee (Customised Cargo Loading)	\$1.65/mt
Extraordinary Fumigation Fee	POA

### C13. Table A Compliance

Please refer to Viterra Operations Port Loading Protocols & Explanatory Notes.

## D. Administration Fees

### D1. Transfer In Store Administration Fee

Client to Client	\$0.50/mt
Client to Client at Notional Port	\$0.30/mt
Grower to Client Note – Client is responsible for outstanding fees owed by Grower	No fee

### D2. Certificate Fee

Treatment/Quality/Weight/Other Original or Altered Certificates and copies	\$160 each
--	------------

### D3. Customised Sample Request Fee

Port Zone Samples	\$310 each
Ad Hoc Samples	\$145 each
Pre Shipment Samples (per parcel)	\$270 each
Shipping Samples	
Included at no cost: 1 x 2kg sample per hatch and 1 x 3kg composite sample per load Grade.	No fee
Additional Shipping Samples	\$270 each

Note – Courier costs for Port Zone and Ad Hoc Samples will apply where Viterra is required to organise the freight.

Note – Courier costs for Pre Shipment Samples and Shipping Samples within Australia are included in the Fees above.

### D4. Regrade Fee

Grade or Season	\$3.90/mt
-----------------	-----------

### D5. Additional Account Fee

Additional Account Set Up and Maintenance Fee	\$10,000 each
---	---------------

## E. Definitions

In this Schedule, unless the context otherwise requires:

Approved Third Party Store or Approved Third Party Storage means a non-Viterra Grain storage and handling facility which is approved by Viterra in accordance with Approved Operator Conditions published by Viterra on [viterra.com.au](http://viterra.com.au).

Ezigrain Website means [ezigrain.com.au](http://ezigrain.com.au).

GM Canola means CAGM and any like Grade.

Major Wheat means ASW1, APW1 and H2.

Malting Barley means AL1, CM1, LA1, MA1, PL1, SP1 and any like Grade.

Minor Cereals means oats, triticale, cereal rye and sorghum.

Minor Wheat means all wheat that is not designated as a Major Wheat Grade.

Other Barley means BAR1, BAR2, BAR3, BAR4 and any like Grade.

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

Non-Approved Third Party Store or Non-Approved Third Party Storage means a non-Viterra Grain storage and handling facility that is not an Approved Third Party Store.

Normal Operating Hours means, in respect of a Viterra Facility, the period of eight hours from the opening time of the Viterra Facility published by Viterra from time to time either on the Viterra app or Viterra Website.

Notional Port means Notional Outer Harbor, Notional Port Giles, Notional Port Lincoln, Notional Thevenard, Notional Wallaroo.

POA means price on application.

Schedules A - L means the schedules that comprise the Pricing, Procedures & Protocols Manual.

Vessel Nomination Advice means the Vessel Booking Form.



# Schedule A

## Attachment 1 – Storage & Handling Charges 2023/24 Explanatory Notes

These Explanatory Notes are provided to explain the application of the charges set out in Schedule A.

### A. Receipt, Storage & Shrinkage

#### A1. Receipt Fee

This Receipt Fee is payable in relation to all Grains received directly from Growers or from sources external to Viterra (excluding receipts from an Approved Third Party Store). It applies to receipt tonnage or transfers ex warehouse (i.e. delivered tonnes).

The difference in Receipt Fee between:

- (a) Port Terminals (generally) and Up-Country Receipt Facility reflects the difference between efficiencies of these categories of sites within Viterra's storage and handling network.
- (b) Major Wheat and Minor Wheat and differences with other Grain reflects the higher costs associated with performing the Services (such as receiving, segregating, storing and handling) for Minor Wheat and other Grain.

The Receipt Fee is payable by the Client at the time of receipt or transfer in store.

The Receipt Fee includes the following Services whether the relevant receipt is at an Up-country Receipt Facility or at a Port Terminal:

- receipt, ex-grower or from sources external to Viterra (not including receipt from an Approved Third Party Store);
- initial truck marshalling;
- significant sampling, testing and classification on delivery;
- performance of Road "Chain of Responsibility" (CoR) mass management and fatigue management procedures and requirements;
- running sample retention and storage;
- weighing via certified weighbridges (both inward and outward);
- marshalling of trucks for unloading of Grain;
- unloading of Grain (Grower by Grower and on a load-by-load basis);
- inward elevation to storage;
- segregation into storage according to Grain classification on a load-by-load basis;
- clean down of inward Grain path on a load by load basis (as required);
- recording and provision of delivery information on receipt weighnotes;
- access to transactional information on the Ezigrain Website;
- centralised recording and storage of transactional data for statutory periods;
- chemical residue testing after receipt (as required);
- hygiene practices to prevent insect infestation and maintain contact insecticide free status of Grain;
- the provision of storage facilities to receive Grain and store until the end of the calendar month of delivery;
- the ability of Growers to warehouse Grain;

- electronic transfer of Grain to Clients through the Ezigrain Website or Viterra App;
- repositioning of Grain into shipping storage as required for cargo accumulation;
- short term shipping storage as required for cargo accumulation.

#### A2. Monthly Storage for 2023/24 Season grain

Storage fees are waived for the month of delivery. For Grower's warehoused grain, storage fees are also waived for the month following the month of delivery. Monthly Storage will apply for every subsequent calendar month (or part month) that the Grain remains in storage.

Monthly Storage set out in section A2:

- (a) applies to all 2023/24 season Grain in storage;
- (b) applies post application of the shrinkage factor set out in section A5;
- (c) will be applied to the opening Grain balance on the first day of each month;
- (d) in the case of Client Grain, will be required to be paid by the Client;
- (e) in the case of Warehoused Grain, will be accumulated against the Grain and be charged to either the Client on transfer or to the Grower on outturn;
- (f) in the case of Grain transferred into Export Select, will be charged at the rates applicable for "Notional Ports" as set out in section A2.

#### A3. Monthly Storage for Prior Season grain

Monthly Storage will apply for every calendar month (or part month) that the Grain remains in storage.

Monthly Storage set out in section A3:

- (a) applies to all Prior Season Grain in storage;
- (b) applies post application of the Shrinkage Factor set out in section A5;
- (c) will be applied to the opening Grain balance on the first day of each month;
- (d) in the case of Client Grain, will be required to be paid by the Client;
- (e) in the case of Warehoused Grain, will be accumulated against the Grain and be charged to either the Client on transfer or to the Grower on outturn; and
- (f) in the case of grain transferred into Export Select will be charged at the rates applicable for "Notional Ports" as set out in section A3.

#### A4. Additional Monthly Port Storage Fee

The Additional Monthly Port Storage Fee is applicable to all Non-Export Select tonnes delivered to Viterra Port Terminals which cannot be transferred into Export Select.

This Fee is payable in addition to the Monthly Storage Fees set out in sections A2 and A3 for all tonnes of Grain delivered to a Port Terminal which are not covered under Export Select. This includes:

- (a) Grower deliveries;
- (b) receipt at a Port Terminal from an Approved Third Party Store;
- (c) receipt at a Port Terminal from non-approved third party facilities; and
- (d) any other deliveries not covered by Export Select.

Tonnes of Grain delivered that incur this Fee will be unable to be transferred into Export Select at the relevant Port Terminal.

#### A5. Shrinkage Factor

A shrinkage factor will be deducted from each load of Grain at the time of initial delivery into a Viterra Facility. The factor applied is dependent on the Grain involved and whether the Grain is delivered to a Viterra Facility or received from an Approved Third Party Storage.

The resultant amendment to the stock account of the Client in Viterra Facilities will be the delivered receipt tonnage of Grain less the Shrinkage Factor. The Shrinkage Factor is separate (and does not include) the Dust Factor set out in section C8.

## B. Movements & Outturns

#### B1. Outturn Fee

The Outturn Fee:

- (a) includes the Domestic Outturn Fee, the Site to Site Outturn Fee, and the Outturn Surcharge;
- (b) applies where a Client outturns Grain from a Viterra Facility (other than outloading to a vessel);
- (c) applies to tonnes of Grain post application of the Shrinkage Factor set out in section A5; and
- (d) includes both domestic and site to site outturns.

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to Outturn Grain outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place reasonable conditions and set down the applicable Outturn Surcharge. The Outturn Surcharge will be in addition to the applicable Outturning Fee.

The Domestic Outturn Conditions and Export Standard Conditions (set out in Schedule E) detail the minimum tonnage and notification requirements for Outturning at Viterra Facilities.

#### B2. Port Inloading Fee

The Port Inloading Fee applies to all Grain delivered by road or rail during Normal Operating Hours to a Port Terminal.

The Port Inloading Fee for rail includes standard access charges. If third party rail access is required, it may incur additional charges.

The Port Inloading Fee applies to all receipts (by individual load regardless of its site of origin) other than receipts to which section A1 applies.

The Port Inloading Fee includes the following services:

- initial truck or rail marshalling;
- performance of Road "Chain of Responsibility" fatigue management procedures and requirements (road);
- limited sampling, as quality is known;
- weighing via certified weighbridges (both inward and

outward);

- marshalling and unloading of Grain;
- inward elevation to shipping storage;
- recording and provision of delivery information on receipt weighnote (road);
- the provision of storage facilities to receive Grain and store until the end of the calendar month of delivery;
- access to transactional information on the Ezigrain Website;
- centralised recording and storage of transactional data for statutory periods; and
- short term storage as required for cargo accumulation.

The difference in Receipt Fee between the ports reflects the differing levels of utilisation of infrastructure and associated costs at a Port Terminal Facility.

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to Inload Grain outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place reasonable conditions and set down the applicable Out of Hours Inloading Surcharge. Inloading Surcharge will be in addition to the applicable Port Inloading Fee.

#### B3. Port Direct Throughput Fee

The Port Direct Throughput Service is available by application only for Clients with Shipping Capacity from February to September 2024.

Port Direct – Grower receipt: applies to all tonnes of Grain received from Growers, direct to port, for an approved vessel accumulation. Deliveries are made under Growers NGR.

Port Direct – Ex Farm Delivery: where clients purchase from Growers on an 'Ex Farm' basis for delivery direct to port, for an approved vessel accumulation. Deliveries are made under a Clients Contract Number ex farm.

The Port Direct Throughput Fee is payable by the Client at the time of receipt.

Please contact Client Services team for terms and conditions and to apply.

#### B4. Third Party Receipt Fee

##### (i) Approved Third Party Receipt Fee

The Approved Third Party Receipt Fee applies to all tonnes of Grain received from Approved Third Party Storage facilities into a Viterra Facility. This is in addition to the Port Inloading Fee set out in section B2.

(a) Services Covered by the Approved Third Party Receipt Fee:

The Approved Third Party Receipt Fee reflects the provision of services which are necessary to manage food quality risks in relation to Grain delivered into Viterra's system at Viterra's Facilities and to protect both the integrity of the Grain held on behalf of all Clients and the efficient operation of Viterra Facilities. In particular, the Approved Third Party Receipt Fee includes the following services:

- review of Grain treatment histories;
- sampling and testing on delivery;
- potential segregation and storage for risk mitigation, residue and fumigation periods;
- performance of Road "Chain of Responsibility" (CoR) mass management procedures and requirements, including issuance of breach warnings and recording; and
- potential fumigation to prevent cross-infestation of insects (as a precautionary measure, not for Grain detected with insects).

(b) Criteria to qualify for the Approved Third Party Receipt Fee

In order to qualify as an Approved Third Party Storage Facility the third party store must satisfy Viterra's objective requirements for approval of third party stores and continue to meet required

standards as verified by Viterra’s inspections up to twice each year. These standards include, but are not limited to:

- storage facility is operated as a commercial distinct registered entity and offers services with defined fees and receival, storage and outturn conditions and guarantees;
- the storage facility has multiple buyers buying and selling Grain within its facility;
- minimum storage capacity of 10,000 metric tonnes;
- maintenance of clean and dry storage facilities;
- storage capable of applying air-tight phosphine fumigation;
- maintenance of minimum storage requirements;
- maintenance of current and appropriate hygiene policy and procedures for the maintenance and storage of Grain;
- engagement of skilled grain classifiers; and
- maintenance of adequate insurance.

In addition, the applicable operator of the third party store must enter into and comply with the Approved Operator Conditions published by Viterra on [viterra.com.au](http://viterra.com.au).

(c) Conditions applicable to the service

In order to protect the quality of commodities that are held at Viterra Facilities, and to facilitate the efficient operation of the Viterra Facilities (with reduced exposure to delays and costs), there are a number of conditions and processes which apply to receivals from Approved Third Party Stores (see below).

Clients that wish to use this service must submit a written request to Viterra and otherwise must accept and acknowledge that:

- commodities received from an Approved Third Party Store may be segregated;
- adequate, insect free and contaminant free transport must be presented for discharge; and
- on the detection of any insects or contaminant during delivery of Grain from an Approved Third Party Store, Viterra may fumigate the Grain or take any reasonably necessary corrective actions to mitigate the risk to Other Client’s Grain in the Viterra Facility and the Client must compensate Viterra for all costs and expenses suffered or incurred as a result of it delivering contaminated or insect infested Grain.

(d) Level of service

Classification testing will be undertaken in accordance with the Commodity Classification Manual published by Viterra and the Grain may be held in Common Stock. Where testing occurs in the process of discharge and elevation, the Client accepts full responsibility for, and costs associated with, any quality issues for the third party parcel of Grain whether or not it is common-stocked with other Grain in the discharge Cells.

If Viterra requires the third party parcel to be segregated at a Port Terminal, Viterra will only receive it if sufficient storage space at the Port Terminal is available or if Viterra can accommodate, and the Client is willing to accept, a lease-type arrangement on an exclusive Cell(s). Pesticide residue testing must be conducted prior to delivery of Grain, even if an exclusive Cell lease has been arranged.

(e) Rejections

Viterra has the right to reject parcels or individual loads where the Grain delivered does not satisfy Receival (Classification) Standards or is unsuitable for the quality parameters of the particular vessel.

Unless arrangements have been agreed to between Viterra and the Client, Viterra will not accept:

- un-fumigated Grain; or
- Grain infested with insects; or
- Grain that has not been fumigated within a quarterly fumigation regime and/or is 90 days past the clearance date relative to the estimated vessel loading date (fumigation certificate must be provided by the Client on the request of Viterra); or

- Grain which is an unacceptable risk to Viterra (i.e. uncertainty whether contact insecticide has been used).

Viterra may defer the Service due to lack of suitable storage at the relevant Viterra Facility including an inability to segregate the third party Grain parcel.

If Viterra identifies material or ongoing quality issues with loads delivered from an Approved Third Party Store, Viterra reserves the right to review the approval of the relevant storage facility against the approval criteria set out above and may, if necessary, revoke the approval.

(f) Fumigation certificate

The Client must provide written notification (Fumigation Certificate) to Viterra of any chemical treatment applied to the parcel of Grain. The Fumigation Certificate must be provided to Viterra by a person qualified as a licensed fumigator (in Viterra’s reasonable opinion) and, in respect of the parcel of Grain, must contain particulars of:

- the last fumigation, the fumigant used, the rate, temperatures and duration of application;
- clearance date;
- 3<sup>rd</sup> party fumigator license number;
- any other chemical treatments; and
- any fumigant or chemical residues.

(ii) Non - Approved Third Party Receival Fee

The Non - Approved Third Party Receival Fee applies to all tonnes of Grain received from Non- Approved Third Party Storage facilities into a Viterra Facility. This is in addition to the Port Inloading Fee set out in section B2.

(a) Services Covered by the Non- Approved Third Party Receival Fee:

The Non-Approved Third Party Receival Fee reflects the provision of services which are necessary to manage food quality risks in relation to Grain delivered into Viterra’s system at Viterra’s Facilities and to protect both the integrity of the Grain held on behalf of all Clients and the efficient operation of Viterra Facilities. In particular, the Non-Approved Third Party Receival Fee includes the following services:

- review of Grain treatment histories;
- sampling and testing on delivery;
- potential segregation and storage for risk mitigation, residue and fumigation periods;
- performance of Road “Chain of Responsibility” (CoR) mass management procedures and requirements, including issuance of breach warnings and recording; and
- potential fumigation to prevent cross-infestation of insects (as a precautionary measure, not for Grain detected with insects).

(b) Conditions applicable to the service

In order to protect the quality of commodities that are held at Viterra Facilities, and to facilitate the efficient operation of the Viterra Facilities (with reduced exposure to delays and costs), there are a number of conditions and processes which apply to receivals from Non- Approved Third Party Stores (see below).

Clients that wish to use this service must submit a written request to Viterra and otherwise must accept and acknowledge that:

- commodities received from a Non- Approved Third Party Store may be segregated;
- adequate, insect free and contaminant free transport must be presented for discharge; and
- on the detection of any insects or contaminant during delivery of Grain from a Non-Approved Third Party Store, Viterra may fumigate the Grain or take any reasonably necessary corrective actions to mitigate the risk to Other Client’s Grain in the Viterra Facility and the Client must compensate Viterra for all costs and expenses suffered or

incurred as a result of it delivering contaminated or insect infested Grain.

(c) Level of service

Classification testing will be undertaken in accordance with the Commodity Classification Manual published by Viterra and the Grain may be held in Common Stock. Where testing occurs in the process of discharge and elevation, the Client accepts full responsibility for, and costs associated with, any quality issues for the third party parcel of Grain whether or not it is common-stocked with other Grain in the discharge Cells.

If Viterra requires the third party parcel to be segregated at a Port Terminal, Viterra will only receive it if sufficient storage space at the Port Terminal is available or if Viterra can accommodate, and the Client is willing to accept, a lease-type arrangement on an exclusive Cell(s). Pesticide residue testing must be conducted prior to delivery of Grain, even if an exclusive Cell lease has been arranged.

(d) Rejections

Viterra has the right to reject parcels or individual loads where the Grain delivered does not satisfy Reveal (Classification) Standards or is unsuitable for the quality parameters of the particular vessel.

Unless arrangements have been agreed to between Viterra and the Client, Viterra will not accept:

- un-fumigated Grain; or
- Grain infested with insects; or
- Grain that has not been fumigated within a quarterly fumigation regime and/or is 90 days past the clearance date relative to the estimated vessel loading date (fumigation certificate must be provided by the Client on the request of Viterra); or
- Grain which is an unacceptable risk to Viterra (i.e. uncertainty whether contact insecticide has been used).

Viterra may defer the Service due to lack of suitable storage at the relevant Viterra Facility including an inability to segregate the third party Grain parcel.

If Viterra identifies material or ongoing quality issues with loads delivered from a Non-Approved Third Party Store, Viterra reserves the right to refuse to receive any more grain from that store

(e) Fumigation certificate

The Client must provide written notification (Fumigation Certificate) to Viterra of any chemical treatment applied to the parcel of Grain. The Fumigation Certificate must be provided to Viterra by a person qualified as a licensed fumigator (in Viterra's reasonable opinion) and, in respect of the parcel of Grain, must contain particulars of:

- the last fumigation, the fumigant used, the rate, temperatures and duration of application;
- clearance date;
- 3<sup>rd</sup> party fumigator license number;
- any other chemical treatments; and
- any fumigant or chemical residues.

## B5. Export Select Rebate

The Export Select Rebate will apply when the Client transfers Grain into Export Select between 1 October 2023 and 15 January 2024. The Export Select Rebate will be included in the export select grouped fee which is invoiced at the time the Grain is transferred into Export Select in accordance with the process set out in Schedule B.

## B6. Other Fees

**Return Fee:** The Return Fee is applicable to Grain which is outturned from a Viterra Facility and which, having been rejected at its destination for reasons outside of Viterra's control, is tendered for re-delivery to a Viterra Facility.

**Reposition Fee:** The Reposition Fee is applicable to Grain which is

positioned for outturn at a Viterra Facility on Client request and for reasons outside of Viterra's control, Client fails to collect the Grain and Viterra is required to reposition Grain at site.

**Rail Weighing Fee:** The Rail Weighing Fee applies to all tonnes moved by rail from Viterra Facilities to interstate or to facilities other than Viterra Facilities. The Rail Weighing Fee covers the additional costs incurred by Viterra in ensuring weights can be measured and reconciled between the Viterra Facility and the interstate or non-Viterra Facility.

**Under Performance Fee:** When undertaking movements to and/or from a Viterra Facility, the Client must ensure that their carrier (either road or rail) meets the tonnage on order as agreed with Viterra and /or Minimum Daily Intake Tonnage requirements and/or the Minimum Daily Outturn Tonnage requirements upcountry as per Schedule F or the confirmed Viterra transport plan.

If the Client's carrier (either road or rail) fails to satisfy the Minimum Daily Tonnage requirements for outturn upcountry or intake at the applicable Viterra Facility (during a normal weather working day of eight (8) hours), or does not outturn the tonnage ordered or booked in with the relevant Viterra Facility, Viterra will invoice the Client for the shortfall between the ordered tonnage or booked tonnage and the actual outturned tonnage.

**Cell Reservation Fee:** The Client may request Viterra to reserve a Cell. If Viterra agrees to the reservation of a Cell, it will be subject to certain conditions set out by Viterra from time to time and the Client will incur a Cell Reservation Fee.

**Notional Outer Harbor to Pt Adelaide transfer charge:** The Notional Outer Harbor to Pt Adelaide transfer charge will apply for transfers from Outer Harbor notional to Port Adelaide Inner Harbour.

**Grain Cleaning:** The Client may request Viterra to clean a parcel of grain for outturn, shipping or packing. This will be subject to availability and incur a fee.

## C. Shipping

### C1. Booking Fee

The Booking Fee is payable in respect of all vessels nominated by the Client and subsequently accepted by Viterra in accordance with the Port Loading Protocols.

The booking fee is non-refundable other than in accordance with the Port Loading Protocols. However, Viterra will refund Booking Fees up to a maximum of 10% of the total tonnage booked if a vessel is loaded with up to 10% less tonnage than was initially booked. The reconciliation invoice of the vessel, once loaded, will credit the reconciled Booking Fee, taking into account the final loading amount.

If the total tonnage loaded exceeds the amount of tonnes booked, the final reconciliation invoice will include charges for the additional tonnes loaded at the prevailing Booking Fee rate plus any other additional fees as required.

Failure by the Client to comply with its obligations under the Port Loading Protocols may result in loss of the booking and forfeiture of the Booking Fee.

The Booking Fee for Short Term Capacity must be paid by the Client within 3 Business Days from the date of the invoice and the Client must provide Viterra with the remittance advice relating to payment.

The Booking Fee for Long Term Capacity must be paid by the Client at least 90 days prior to the first day of the Booking Slot and the Client must provide Viterra with the remittance advice relating to payment. However, if a Client books Long Term Capacity less than 90 days from the first day of the Booking Slot, then Booking Fee is payable within 3 Business Days of the date of the invoice.



If a Client transfers a Booking in respect of Long Term Capacity to another Client greater than 90 days prior to the first day of the Booking Slot and the transfer is approved by Viterra in accordance with clause 5 of the Port Loading Protocols, the Transferor of the Booking will be invoiced the booking fee which is required to be paid within 3 Business Days of the date of the invoice.

## C2. Capacity Management

**Booking Transfer Fee:** The Booking Transfer Fee applies if the Client submits a Transfer Notice in accordance with the Port Loading Protocols. Viterra will invoice the Booking Transfer Fee after it receives the Transfer Notice.

**Booking Movement Fee:** The Booking Movement Fee applies if the Client requests that a Booking be moved to a different Slot in accordance with the Port Loading Protocols. Viterra will invoice the Booking Movement Fee after it receives the Client's request.

**Early Booking Surrender Rebate:** The Early Booking Surrender Rebate will be payable in accordance with clause 6 of the Port Loading Protocols.

**Lost Capacity Fee:** Details of the Lost Capacity Fee including application of the fee, responsibility for payment, calculation and payment terms is set out below.

### (a) Lost Capacity Fee - Application

The Lost Capacity Fee will be payable if a Client executes less than 90% of the Capacity that is the subject of a Booking. Capacity will be considered to be "executed" if the Client's vessel arrives at the Port Terminal during the booking slot or the relevant Grace Period and the tonnes are loaded onto the vessel. The Lost Capacity Fee is payable in respect of Capacity that is intended for execution on or after 1 October 2023, regardless of when that Capacity is booked.

### (b) Responsibility for payment of Lost Capacity Fee

The Client that holds the relevant Capacity at the commencement of the Booking Slot will be responsible for payment of any Lost Capacity Fee. For the avoidance of doubt:

1. if a Client transfers a Booking and the transfer is approved by Viterra in accordance with clause 5 of the Port Loading Protocols, the Transferee will be responsible for paying any Lost Capacity Fee in relation to the transferred Booking; and
2. if a Client surrenders Capacity in accordance with clause 6 of the Port Loading Protocols, then the Client will be responsible for paying any Lost Capacity Fee in relation to the surrendered Capacity, except to the extent that Capacity is the subject of a new Booking by another Client (in accordance with clause 6 of the Port Loading Protocols) or if Viterra decides not to make the surrendered Capacity available for new Bookings.

### (c) Calculating the Lost Capacity Fee

1. Subject to the following paragraphs, the Lost Capacity Fee will be calculated as the difference between:
  - (i) 90% of the Capacity that is the subject of the Booking; and
  - (ii) the actual tonnes executed by the Client under the Booking;

provided that amount is above zero tonnes. This 10% allowance is consistent with, and reflects, the "tolerance" levels for the execution of Bookings as set out in the Port Loading Protocols.

2. If a Client surrenders Capacity that is the subject of a Booking, then the amount set out above will be "90% of the amount of Capacity of the original Booking that is not the subject of any new Booking".

3. If a Client redistributes the tonnages in respect of two Bookings across two Port Terminals with the consent of Viterra (and otherwise in accordance with the Port Loading Protocols), the Lost Capacity Fee will be payable in respect of the difference between:
  - (i) 90% of the aggregate Capacity of those two Bookings; and
  - (ii) the actual tonnes executed by the Client under those two Bookings.
4. Each of the calculations set out above can be applied alone or in combination with each other.
5. For the avoidance of doubt Viterra will calculate and charge Lost Capacity Fee based on each individual Booking however consistent with clause 9.5 of the Port Loading Protocols, Viterra will reconcile the Lost Capacity Fees payable at the conclusion of the relevant Year.

### (d) Payment of Lost Capacity Fee

The Client must pay any Lost Capacity Fee due within 14 days after receipt of an invoice in respect of that Lost Capacity Fee

## C3. Port Handling & Shipping Fee

### (a) Inclusions

The Port Handling & Shipping Fee includes the following services:

- shipping related positioning (inside the relevant and applicable day, evening or night shifts for the relevant Port Terminal as set out in Schedule I);
- shipping preparation;
- stevedoring;
- covers the loading of one Grade in-line with applicable Outturn Standards;
- only covers the loading of multiple Grades if the Client's outturn specifications are the applicable minimum Outturn Standard of the lowest Grade;
- standard ship-sampling services of 1 x 2kg hatch sample and 1 x 3kg vessel composite sample per load Grade as set out in Schedule K;
- any related shipping documentation; and
- ship loading.

### (b) Ship sampling services

The standard ship sampling procedures (performed as a component of this Fee) include a running sample for every vessel's hatch and a composite sample (for each load Grade). Sampling required in excess of the standard offering as set out in Schedule K must be negotiated between Viterra and the Client no later than 2 Business Days prior to commencement of loading of the applicable vessel.

### (c) Specific exclusions to the Port Handling & Shipping Fee

The Port Handling & Shipping Fee specifically excludes charges for:

- those charges set out in Schedule I;
- the loading of more than 1 slack hatch for a Grain vessel that has loaded at a non-Viterra Port Terminal;
- requests to perform only the trimming of a hold via the loading operations on a hold that has being partly loaded at a non-Viterra Port Terminal and is required to be levelled as per approved grain stability calculations; and
- Blending otherwise covered in section C12.

**(d) When the Port Handling & Shipping Fee is payable**

The Port Handling & Shipping fee must be paid by the Client 14 days prior to the first day of the Booking Slot and the Client must provide Viterra with the remittance advice relating to payment. However, if a Client books and nominates a vessel less than 14 days from the ETA within the Booking Slot, then all invoices in relation to this vessel are payable within 3 Business Days of the date of the invoice.

**C4. Authorised Officer (AO) Fee**

The Client may request Viterra appointed Authorised Officer services on the Vessel Nomination Advice in which case the Authorised Officer Fee will be chargeable over the total tonnes to be loaded with respect to the parcel or vessel as requested by the Client. For the avoidance of doubt, Viterra Operations do not issue phytosanitary certificates.

**C5. Late Vessel Nomination Fee**

If the vessel which is to be loaded by Viterra is named less than 14 days in advance of the originally nominated ETA or, after nominating an ETA, arrives and requests loading within 14 days of being named, the Late Vessel Nomination Fee is payable. For the avoidance of doubt if a vessel has been named greater than 14 days prior to the ETA and then is substituted, or arrives and requests loading, less than or equal to 14 days in advance of its originally nominated ETA the Late Vessel Nomination Fee is applicable.

If the Client has nominated the vessel greater than 14 days in advance of the original ETA, the client may submit a revised vessel ETA if:

- Notice of revised ETA is submitted greater than 14 days prior to the original ETA; and
- Revised ETA is greater than 14 days from the date the notice of revised ETA is submitted.

**C6. Vessel Variation Fee**

The Vessel Variation Fee covers the additional services that Viterra needs to provide in order to accommodate the variation and repositioning of Grain cargoes.

The Vessel Variation Fee applies if:

1. delay from original ETA: accumulation has commenced for a named vessel and the vessel (or its substitute) does not arrive within 3 days of the original ETA provided by the Client; or
2. failure to load on assigned load date: the vessel is unable to load as planned on the latest load date provided on Viterra's Shipping Stem for any reason caused or contributed to by the Client or the relevant vessel including, without limitation, not ordering surveys, not ordering labour, failure to satisfy relevant phytosanitary requirements, failure or delay in the Client accumulating Export Standard Grain, Port Direct or 3<sup>rd</sup> Part Receipts or failure of the vessel to pass marine or Department of Agriculture survey (or Viterra reasonably considers that the vessel has failed such a survey).

For the purposes of calculating the Vessel Variation Fee for category 1 above, time starts to count at the commencement of the day shift for the relevant Port Terminal (as determined by the designated shifts in the Labour Rates in Schedule I) on day 3 after the original ETA provided by the Client (where the original ETA provided by the Client is considered day 0) and continues to count until the vessel commences loading.

For the purposes of calculating the Vessel Variation Fee for category 2 above, time starts to count at the commencement of the day shift for the relevant Port Terminal (as determined by the designated shifts in the Labour Rates in Schedule I) on the latest load date provided on Viterra's Shipping Stem and continues to count until the vessel commences loading.

For the purposes of calculating the Vessel Variation Fee for category 1 or 2 above, time spent while Viterra is physically loading another vessel berthed at the applicable Port Terminal will not count.

If the Client has submitted a revised ETA in accordance with the terms set out in section C5, the revised ETA will replace the original ETA for the purpose of calculating Vessel Variation fee set out in this section.

**C7. Shipping Repositioning Fee**

The Shipping Repositioning Fee applies in the following circumstances and incurs the corresponding fee set out in section C7:

- repositioning of shipping stock to other permanent storage at the particular Port Terminal Facility and back to a shipping block;
- repositioning of shipping stock to bunkers at the particular Port Terminal Facility (or Wallaroo block 8) and back to the shipping block (includes freight cost); or
- repositioning of shipping stock from Outer Harbor to Inner Harbour (including Outturn at Outer Harbor, freight & Port Inloading at Inner Harbour).

**C8. Dust Factor**

A Dust Factor will apply to all tonnes outturned for export. The Dust Factor is in addition to the Shrinkage Factor set out in section A5. It is calculated on a pro-rata commodity basis at the Port Terminal at which the Grain is to be shipped. The amount will be deducted from the Client's Grain balance.

**C9. Minimum Cargo Lift Fee**

The Minimum Cargo Lift Fee applies to all tonnes loaded on a vessel at any Port Terminal if the total of the port load is less than the tonnage specified in section C9. The fee is a port specific fee and applies regardless of total tonnes loaded across multiple Port Terminals.

**C10. Port Terminal Utilisation Fee**

Where there is a vessel line-up for a Port Terminal berth, and the vessel currently occupying the load berth has completed loading but remains at that load berth for any reason other than waiting for a suitable tide for departure or where the vessel needs to wait for the provision of services to sail by the Port Authority, then a fee per calendar day will apply.

**C11. Splash (Gang Labour) Trimming**

If a vessel's hatch is required to be trimmed manually, Viterra, if requested to do so, will arrange labour at the published rate as at the date of the request. If at any time it is deemed unsafe to trim the vessel manually, Viterra may reject any requests to provide labour for manual trimming of a vessel.

**C12. Elective Shipping Fees**

Blending Fee (Customised Cargo Loading): The Client may request blending services on the Vessel Nomination Advice in which case the Blending Fee will be chargeable over the total tonnes to be loaded with respect to the parcel or vessel as requested by the Client.

The Blending Service includes:

- loading of different binned grades into a vessel or hatch to produce Client specifications greater than the minimum Outturn Standard of the lowest Grade as allocated by the Client to the vessel or parcel;
- segregation of grades or parcels at a Port Terminal and loading from these segregations to make a Client requested specification;
- actively monitor specifications and if possible adjust load rates based on continued sampling;

- pre-blending or mixing grades of multiple grades into one or more segregations; and
- active monitoring of quality specifications and provision of guidance to Clients regarding their allocated stock to meet Client specific specifications.

If the composite vessel sample does not meet the quality specifications, and the customised grade was agreed between the Client and Viterra then the Blending Fee charged for meeting the specification will be refunded. Note the refund will not be applicable if any third party Grain and/or Export Standard movements did not meet the specifications provided by the Client.

**Extraordinary Fumigation Fee:** The Extraordinary Fumigation Fee applies where a Client requests harvest shipping, or makes a booking without allowing Viterra adequate time to fumigate the Grain, and the Client requires fumigation. The cost applies to the whole bin/Cell irrespective of the number of tonnes within it. For the avoidance of doubt, the cost detailed is the cost per bin/Cell within a block of Cells. If there are multiple bins/Cells within a block the cost will be multiplied by the number of Cells utilised, regardless of the number of tonnes within each Cell.

### C13. Table A Compliance

If a Client fails to meet any of the obligations set out in Table A of the Port Loading Protocols, Viterra reserves the right to re-prioritise or remove a Client's booking from the Shipping Stem. Where applicable, the Client will also be charged any associated fees.

## D. Administration Fees

### D1. Transfer In Store Administration Fee

In Store or Client to Client transfers can be performed either manually or automatically (through the Ezigrain Website). The Transfer In Store Administration Fee will apply to such transfers, and will be applied to the purchasing Client's account.

If a Transfer In Store is made from a Grower to the Client, the Client will be responsible for all unpaid Storage and Handling Charges that have accumulated to the account of the Grower in respect of the transferred Grain.

### D2. Certificate Fee

The Certificate Fee applies in respect of each certificate issued.

The Certificate will be in Viterra standard format (as amended from time to time).

### D3. Customised Sample Request Fee

The Customised Sample Request Fee applies if the Client requests a sample (other than is included in the Receival, Port Inloading and Port Handling & Shipping Service Fee). Refer Schedule K.

### D4. Regrade Fee

The Regrade Fee applies to all regrades. The regrade may occur at the request of the Client or by direction of Viterra. Viterra is not bound to regrade at the request of the Client.

This fee is in addition to the other fees (including Receival and Storage) relating to the delivery of the original parcel of Grain regraded.

### D5. Additional Account Fee

The Additional Account Set Up and Maintenance Fee applies to any additional accounts (including the closing and opening of existing accounts) requested by a Client, over the maximum of 5 provided by Viterra at no cost in a Service Year.

# Schedule B

## Export Select & Export Standard

Clients wishing to export Grain through Viterra's Port Terminal Facilities can accumulate Grain to a Port Terminal in a number of ways. These include:

- purchasing Grain direct from grower receivals to the Port Terminal at harvest;
- delivery from third party upcountry storages;
- delivery from a Viterra Upcountry Receival Facility; or
- a combination of the above.

### Export Select

#### Overview

Clients accumulating Grain from a Viterra Upcountry Receival Facility can arrange the outturn and logistics function to the Port Terminal or, alternatively, apply to utilise Export Select.

Export Select is a logistics package offered by Viterra that incorporates a number of services including:

- accumulation planning;
- outturn from a Viterra Upcountry Receival Facility;
- transport to the Port Terminal; and
- inloading at the Port Terminal.

From a practical point of view, Clients transfer Grain into Export Select at a Viterra Upcountry Receival Facility and receive Grain back from Export Select at the Port Terminal attributable to the relevant Port Zone they have nominated for a pending vessel.

Export Select provides Clients with a low risk and cost effective method of accumulation from Viterra Upcountry Receival Facilities. For example, a train can be sent to one Viterra Facility to fully load, rather than travel to multiple Viterra Facilities where a Client may have originally bought tonnage.

#### Key Principles of Export Select

- At any time, the Client may apply to nominate into Export Select all or part of any tonnage of Grain then owned by the Client and in Viterra's system.
- Clients may nominate all or part of their physical tonnage of Grain into Export Select. If the Client nominates to Export Select less than the total shrunk volume of Grain of the same kind and Grade owned by the Client in Viterra's system in the applicable Port Zone, the Client may, in its nomination, indicate at which Viterra Facilities (other than Export Select Priority sites) it wishes its Grain to be excluded from the Export Select option.
- Despite the Client's indication of its wishes, but subject to any reservation that the Client has made of a Cell at any site, Viterra reserves the right to select those Viterra Facilities from which the Client's Grain will be committed to Export Select referencing Viterra Facilities within the relevant Port Zones.
- The Client will be given the option to select the Port Zone for specific Viterra Facilities. For example rates will be provided for the transfer of Mid North and Yorke Peninsula Viterra Facilities to Export Select Outer Harbor (Inner Harbour & Outer Harbor), Export Select Wallaroo and Export Select Port Giles.
- Export Select rates are as published by Viterra at [viterra.com.au](http://viterra.com.au) and updated from time to time.
- On nomination into Export Select, title in that tonnage vests in Viterra and, in exchange, the Client acquires an undivided share in Grain of the same kind and Grade then held by Viterra for Export Select (Export Select Grain) in the Port Zone in which the Client's tonnage was situated at the time of the nomination.
- Following nomination of tonnage of Grain into Export Select, Clients will be invoiced for site outturn, port in loading and freight fees, less the applicable rebate (Group Service Fee). The greater efficiencies gained by Viterra from earlier tonnage nominations into Export Select are reflected in the Export Select Rebate (refer Schedule A).



- H. The Client's undivided share in the Export Select Grain of a particular kind and Grade in a Port Zone, is the proportion that the volume of the Grain of that kind and Grade owned by the Client and nominated by the Client to Export Select in that Port Zone (Client's Volume), bears to all of the Grain of that kind and Grade held by Viterra for Export Select in that Port Zone.
- I. Clients will be able to view particulars of its undivided interest in the relevant Export Select Grain at [ezigrain.com.au](http://ezigrain.com.au). Viterra will maintain records of ownership at both the original delivered/purchased Viterra Facility and the Port Terminal.
- J. In the event that a nominated Export Select volume booked is altered by a Client, or transferred to another party, Viterra reserves the right to apply a cancellation fee. The fee payable will be based upon non-recoverable costs to Viterra, of the original booking commitment which is no longer required.
- K. The Client may apply to have Export Select Grain stock entitlement transferred to physical ownership at a Viterra Facility. If it does, Viterra will transfer the requested stock entitlement from Export Select to the Client's ownership at one or more Viterra Facilities, including the physical terminal. Viterra reserves the right to select the Viterra Facility to which the stock entitlement will be transferred. The Group Service Fee, applicable to the facility at which the Client now holds physical ownership of the stock, will be reimbursed at the current published rate.
- L. At the Client's request, Viterra will Outturn Grain of the same kind and Grade up to the Client's Volume to a vessel, or vessels, nominated by the Client at the Port Terminal in the same Port Zone. Outturn Standards for Export Select are those set out in the relevant Agreements. Alternatively, Clients may transfer their title to Export Select Grain to another party in accordance with the terms of the applicable Agreements.
- M. On Outturn of Export Select Grain at a Client's request:
- title to the Outturned Grain vests in the Client: and
  - the Client's undivided share in remaining Export Select Grain in the Port Zone is reduced proportionately to take account of the Outturned Grain.
- N. Without limiting the Agreements, the nomination of Export Select does not guarantee that a Client's Grain will be in port when its nominated vessel arrives, as the following may occur:
- there may be capacity constraints;
  - other Client's vessels may have failed survey and have caused disruption and/or delays to accumulation plans;
  - factors beyond Viterra's control or other unforeseen circumstances which may delay the loading of a Client's vessel.

## Classification of Viterra Facilities

Viterra classifies certain Viterra Facilities, or commodities or Grades at Viterra Facilities, as "Export Select Priority". This may allow Viterra to handle Grain at certain Viterra Facilities in an efficient and cost effective manner. For example, performing campaign style clearance to maximise the utilisation of labour and equipment and minimise costs. At other Viterra Facilities, Export Select may allow large volumes of certain Grades to always be available to meet Client's shipping requirements.

The list of "Export Select Priority" Viterra Facilities, commodities and Grades, are as published by Viterra at [viterra.com.au](http://viterra.com.au) and updated from time to time.

If Viterra issues a notice, consent or other communication to the Client which specifies any change to the list of "Export Select Priority" Viterra Facilities, commodities and grades the notice will prevail in the event of any inconsistency.

## Export Standard

Export Standard refers to any Grain that is accumulated for export to Viterra Port Terminals other than Grain moved from Viterra Upcountry Receival Facilities by Export Select.

This can include Grain:

- accumulated direct from growers into Viterra Port Terminals at harvest; and/or
- accumulated direct from growers into Viterra Port terminals using Port Direct; and/or
- from third party storages; and/or
- from Viterra Upcountry Receival Facilities, where the accumulation task is performed by the Client.

The Client is responsible for the assembly of its Export Standard Grain for Outturn to a vessel in accordance with Viterra's requirements for assembly (including those set out in the Port Loading Protocols). Assembly includes (without limitation) nominating the sites that the Grain is to be drawn from, arranging freight, demonstrating transport capacity for vessel accumulations, organising movements, contacting Viterra for stock swaps subject to counterparty consent and coordinating Grain movements with other bulk handlers (where applicable).

Minimum tonnage requirements for export outturn from Viterra Upcountry Receival Facilities and inloading at Viterra's Port Terminals are detailed in Schedule F.

Subject to negotiation and agreement of rates, Viterra may provide Export Standard freight services to Clients. Where Viterra agrees to provide Export Standard freight services, the Client will be required to enter into a separate services agreement.

# Schedule C

## Purchase Option Service Procedure

Viterra provides a service for Clients to post their 'Purchase Options' for Growers at Viterra Facilities, enabling Clients to purchase Grain from Growers. Purchase Options can include daily cash, sustainable cash and pools. Publishing of prices is limited to a Client's daily cash price and sustainable cash price offering to Growers.

Clients must submit their Purchase Options in accordance with the terms of this Schedule.

### Ezigrain Terms

The Client acknowledges that the warranties, representations and acknowledgements do not limit or otherwise derogate from those made by the Client in accordance with the Ezigrain General Terms and Conditions of Use found at [ezigrain.com.au](http://ezigrain.com.au).

### Purchase Option Submission

To be eligible to submit Purchase Options, a Client must have an active Viterra account, and will be bound by:

- Viterra's Storage & Handling Agreement for the 2023/24 Season
- The Port Terminal Services Agreement for the 2023/24 Season
- Any other agreement allowing access to Viterra's Port Terminals for the 2023/24 Season

(collectively the Agreements).

All Purchase Options (including any amendments to Purchase Options) must be submitted using Viterra's Direct Price Entry (DPE) System and must:

- be made (submitted) through the Ezigrain Website;
- be in the electronic format prescribed by Viterra from time to time (including all required fields being completed), or entered directly on screen; and
- comply with the general Purchase Option submission requirements of this Schedule.

For security reasons, the Client must obtain individual password access for each person whom it wishes to access the DPE System on its behalf.

The Client is solely responsible for all use made of an individual's password and any consequences that may arise from such use.

Viterra reserves the right to withdraw the availability of the DPE System from time to time for routine maintenance or to deal with any issue that arises.

If the DPE System becomes unavailable because of routine maintenance, Viterra will use reasonable endeavours to inform Clients at least 24 hours prior to the DPE System becoming unavailable.

If the DPE System becomes unavailable for any other reason other than routine maintenance, Viterra will use reasonable endeavours to inform Clients of the unavailability of the DPE System as soon as reasonably practicable.

## Submitting & Withdrawing Purchase Options

### Submitting Purchase Options

- A. A Purchase Option may be submitted 7 days per week (during the permitted timeframe as published on Ezigrain) in the pre-determined electronic format required by Viterra from time to time and must include:
- a) Purchase Option Code;
  - b) Commodity;
  - c) Grade;
  - d) Site (Viterra Facility);
  - e) Price (for Daily Cash and Sustainable Cash Purchase Options only);
  - f) Effective Date for the Purchase Option;
  - g) Effective Period (if applicable); and
  - h) any other additional information required by Viterra from time to time.
- B. If Viterra receives a submission or any other communication that relates to a Purchase Option and it purports to come from the Client either:
- a) through the DPE System from a person using the Client's password; or
  - b) by email from an address Viterra reasonably considers to be from the Client's domain;
- Viterra is entitled to treat the communication as having come from the Client with the Client's authority. The Client agrees that Viterra will not be liable for, and the Client must not make any claim in respect of, any loss suffered or incurred by the Client (or any third party) as a result of, or in connection with, Viterra treating the communications or instructions as authorised by the Client.
- C. In submitting a Purchase Option, the Client warrants that:
- a) all information submitted in respect of the Purchase Option is true and correct in all respects and is not misleading or deceptive or likely to mislead or deceive;
  - b) the Client has provided all information necessary to outline the cumulative cost of all other deductions (exclusive of GST) that will impact upon the Client's Purchase Options (e.g. underwriting, financing fees etc.) so that a fair and equitable service is offered to Growers; and
  - c) the Client will purchase Grain under the Purchase Option (either by warehouse transfer or Grower delivery to a contract), as the submission of a Purchase Option constitutes an offer in the form of a bid, the acceptance of which by a Grower will be binding on the Client.
- D. Despite anything else in this Schedule or the Agreements, Viterra reserves the right to refuse to publish, or delay the publishing of, a Purchase Option if, in Viterra's reasonable opinion:
- a) the Client has not complied with the terms of this Schedule or the Agreements in all respects; or
  - b) all or any portion of a Purchase Option or of the information required to create a Purchase Option is not true and correct in all respects, is misleading or deceptive or likely to mislead or deceive or is otherwise inconsistent with industry practice.
- The Client agrees that Viterra will not be liable for, and the Client must not make any claim in respect of, any Loss suffered or incurred by the Client (or any third party) as a result of, or in connection with, Viterra refusing to publish a Purchase Option under this section.

### Amending & Withdrawing Purchase Options

If the Client wants to amend a submission, the Client may do so at any time during its Effective Period (and during the permitted timeframe as published on Ezigrain) by uploading a new Purchase Option file or editing prices directly on Ezigrain in accordance with this Schedule.

The Client may withdraw a Purchase Option at any time during its Effective Period (and during the permitted timeframe as published on Ezigrain) by uploading a new Purchase Option file or by withdrawing directly on Ezigrain in accordance with this Schedule and by replacing the relevant action code "A" with "D".

Where a Purchase Option is withdrawn or amended, the withdrawal or amendment will take effect upon successful transmission and acceptance of the new Purchase Option file.

The Client indemnifies Viterra against any liability, direct or indirect, that Viterra incurs following the withdrawal of a Purchase Option and releases Viterra from any such liability to the Client itself.

## Tonnage Limits

In order to submit a Purchase Option, a Client must set a Limit for total tonnage of transfers and/or Grower deliveries at Site, that it will accept under any particular Purchase Option submission.

In the event of sales to that Client (either by warehouse transfer or Grower delivery to a contract at Site) reaching the set Limit communicated to Viterra (within the applicable permitted Tolerance flexibility as described below), Viterra will withdraw the Client's relevant submitted Purchase Option or Purchase Options subject of the relevant set Limit.

The applicable permitted Tolerance flexibility is 50 tonnes over or under the Limit set by the Client.

Limits may be set for each commodity, Grade, and Port Zone. Clients may also wish to set a Limit for commodity, Grade and Site.

## Transfer & purchase option discrepancy

The Client will indemnify Viterra and keep Viterra indemnified from and against all actions, claims, demands, proceedings, losses, costs and expenses suffered or incurred by Viterra arising directly or indirectly out of or in relation to the Purchase Option (including any third party claim made by a Grower).

## Reporting

As a service to Clients, a summary of all the active Purchase Options submitted for each Viterra Facility is published on the Viterra Website and Viterra App.

A summary of all purchases by a Client will be published on Ezigrain under Daily Acquisitions.

Ezigrain will also report to a Client their acquired tonnes against their Limits.

Viterra will email each Client a daily file including details of their submissions, transfers, acquired tonnes and ticket information.

Client must provide Viterra with email address for any files and advise of any email address changes.

## Service Guarantee

If the published Posted Price exceeds the actual price submitted by the Client in a Purchase Option and the inaccuracy was directly caused by Viterra's error in publishing data provided by the Client through the electronic submission of Purchase Options to Viterra's DPE System then Viterra will compensate the Client under this section.

The extent of Viterra's liability under this section will be limited to Viterra paying the difference between the Posted Price and the submitted price up to an amount equal to \$10 per tonne, capped at \$5,000 per any one error occurring, with a cumulative seasonal cap to a maximum of \$10,000.

Except as provided in this section, Viterra will not be liable for, and the Client must not make any claim in respect of, any loss suffered or incurred by the Client (or any third party) as a result of, or in connection with Viterra publishing a Purchase Option or the failure of Viterra to post or publish a Purchase Option in a timely manner, or at all, or otherwise in accordance with the instructions of the Client.

## Operational Constraints

Where a Viterra Facility reaches its storage capacity for a particular Binned Grade or Grain, Viterra reserves the right to close the relevant segregation, however the Purchase Options will remain to allow for warehouse transfers to continue. The Client agrees that Viterra will not be liable for any loss suffered or incurred by the Client (or any third party) as a result of, or in connection with such matters.

## Definitions

In this Schedule, unless the context otherwise requires, capitalised terms have the same meaning as in the Agreements.

In this Schedule:

Daily Cash means the Purchase Option under which a Buyer has bid to purchase Grain which is not necessarily classified as sustainable or supported by relevant appropriate Sustainable Accreditation.

DPE System means Viterra's Direct Price Entry (DPE) system enabling Clients to submit Purchase Options through the Ezigrain Website as described in this Schedule.

Effective Date means the date on which the Client has selected or communicated to Viterra that a Purchase Option is to take effect.

Effective Period means the period for which the Client, in its submission of a Purchase Option, requests the Purchase Option to be effective.

Ezigrain or Ezigrain Website means [ezigrain.com.au](http://ezigrain.com.au).

Posted Price means the purchase price offered by the Client in a Purchase Option.

Site means Viterra Facility.

Sustainable Accreditation means documents required by a Client as communicated by that Client in order to classify Grain as able to be sold for Sustainable Cash.

Sustainable Cash means the Purchase Option under which a Buyer has bid to purchase Grain which is classified as sustainable, supported by the appropriate relevant Sustainable Accreditation.

# Schedule D

## Site Details

Viterra Facilities on the list below are designated Export Select Priority for Wheat and Other Barley.

Export Select Priority means access to stock at site will be given to export accumulation as a priority over Domestic and Export Standard access requests.

Please note: Malting Barley, Durum Wheat and Soft Wheat are excluded.

Viterra Facility Name	Site Code
Booleroo Centre	BOO
Bowmans	BOW
Crystal Brook	CRY
Cummins	CUM
Elliston	ELL
Frances*	FRA
Gladstone	GLA
Lameroo*	LAM
Lock	LOC
Monarto South*	MON
Nunjikompita	NUN
Penong	PEN
Roseworthy	ROS
Rudall	RUD
Snowtown	SNO
Strathalbyn*	SBN
Tumby Bay	TUM
Werrimull	WER
Witera	WIT
Wolseley	WOL
Wudinna	WUD
All other sites*	-

\*applicable for all grades received to accommodate harvest overflow.

# Schedule E

## Domestic Outturn & Export Standard Conditions

This Schedule sets out the conditions that apply to the domestic Outturn of Grain, Export Standard service and the Outturn of Grain to 3<sup>rd</sup> Party export facilities.

### Outturn Order

#### Overview

A written Outturn Order must be placed with the relevant Viterra representative to facilitate Outturn of stock, labour and equipment availability. It is mandatory that all relevant carrier names and Client order numbers are provided by the Client.

Orders must be placed for pick up within the Normal Operating Hours for the individual outloading Viterra Facility (refer Schedule D), unless other arrangements have been agreed with Viterra.

Upon approval of the Outturn order, the Client's carrier should as soon as possible thereafter liaise directly with the Operations Supervisor as provided by Viterra to confirm the precise loading times.

The end time stated is the time that the last truck will be loaded and completed for the day. Therefore if trucks arrive and the site deems they do not have time to complete the loading before the end time stated the site reserves the right to refuse to process the truck.

Upon pick up from the outloading Viterra Facility, the carrier must quote the Client's order number and present a Viterra Carrier Card. Grain will not be Outturned where these requirements are not met by the carrier to verify that the order request is valid.

### Minimum Notification & Tonnages

#### Domestic Outturn and Outturn to 3<sup>rd</sup> Party Export Facilities

All outturn tonnage requirements for the following week must be submitted in writing to Viterra by Tuesday 12:00pm (Adelaide time).

For any requirements where the combined total of all requests exceeds 3,000mt for a week, Viterra will require any such requests to be submitted by 12:00pm Tuesday (Adelaide time) 2 weeks prior to the commencement of the outturns.

All Client Outturn orders must be received by no later than 12:00pm Friday (Adelaide time) of the week prior to the requested Outturn. Trucks must book in by no later than 1:30pm (Adelaide time) of the Business Day prior to the requested Outturn. Any orders submitted beyond the 12:00pm (Adelaide time) Friday deadline may be declined, or have the commencement of loading delayed, and failure of loads to be booked in prior to 1:30pm (Adelaide time) of the Business Day prior may result in delays or the refusal of loading.

The Minimum Tonnes for an Outturn (for all commodities), for each Viterra Facility are set out in Schedule F.

Without limiting the terms of the Agreement, Viterra retains the right, at its discretion, to accept or refuse a written Outturn request and Order, where that request does not provide sufficient notification and/or tonnage.

Without limiting Viterra's rights under the Agreements, an Outturn request may also be declined in cases where Viterra, acting reasonably, is unable to Outturn, despite the Client having satisfied all the requirements of this Schedule. Examples of circumstances in which Viterra may decline a request are (but not limited to):

- unavailability of stock due to routine fumigation;
- unavailability of stock due to weather or other conditions;
- breakdown or unavailability of machinery;
- where resources are allocated to outloading for export through a Viterra Port Terminal;
- the unsuitability of the storage unit; and/or
- any relevant conditions of the Viterra Facility.

However, where practicable, Viterra will use reasonable endeavours to ensure that an Outturn request can be satisfied.

Without limiting Viterra's rights under the Agreements, in the event that loading access is given to a Client for Outturn and, without prior agreement from Viterra in writing, the Client fails to:

- (a) Outturn more than 80% of the tonnage notified to Viterra; or
- (b) provide more than 24 hours' notice of cancellation,

Viterra may either:

- (c) Charge the Client the Under Performance Fee (as per schedule A section B6) for any uncollected tonnes; or
- (d) cancel the balance of the Outturn Order.

## Export Standard

All outturn tonnage requirements for Export Standard moves are to be communicated to Viterra as part of the Table A requirements and allocation process no later than 18 days prior to the opening of the first day of the booked slot.

Viterra will provide the Client with site and port access details. The Client must provide a transport plan to be approved by Viterra to satisfy the outturn and receival access no later than 3 days after the access has been provided.

All Client Outturn orders must be received by no later than 12:00pm (Adelaide time) Friday of the week prior to the requested Outturn. Trucks must book in by no later than 1:30pm (Adelaide time) of the Business Day prior to the requested Outturn. Any orders submitted beyond the 12:00pm (Adelaide time) Friday deadline may be declined, or have the commencement of loading delayed, and failure of loads to be booked in prior to 1:30pm (Adelaide time) of the Business Day prior may result in delays or the refusal of loading.

The Minimum Tonnes for an Outturn (for all commodities), for each Viterra Facility are set out in Schedule F unless otherwise agreed by Viterra as part of the approved transport plan.

Without limiting the terms of the Agreement, Viterra retains the right, at its discretion, to accept or refuse a written Outturn request and Order, where that request does not provide sufficient notification and/or tonnage.

Without limiting Viterra's rights under the Agreements, an Outturn request may also be declined in cases where Viterra, acting reasonably, is unable to Outturn, despite the Client having satisfied all the requirements of this Schedule. Examples of circumstances in which Viterra may decline a request are (but not limited to):

- unavailability of stock due to routine fumigation;
- unavailability of stock due to weather or other conditions;
- breakdown or unavailability of machinery;
- where resources are allocated to outloading for export through a Viterra Port Terminal;
- the unsuitability of the storage unit; and/or
- any relevant conditions of the Viterra Facility.

However, where practicable, Viterra will use reasonable endeavours to ensure that an Outturn request can be satisfied.

Without limiting Viterra's rights under the Agreements, in the event that loading access is given to a Client for Outturn and, without prior agreement from Viterra in writing, the Client fails to:

- (a) Outturn more than 80% of the tonnage notified to Viterra; or
- (b) provide more than 24 hours' notice of cancellation,

Viterra may either:

- (c) Charge the Client the Under Performance Fee (as per schedule A section B6) for any tonnes shortfalls; or
- (d) cancel the balance of the Outturn Order.

## Stock Swaps

Viterra may facilitate stock swaps between Viterra Facilities as required. Stock swaps are calculated using the freight rates published on the Viterra website for the applicable port zone unless otherwise agreed by Viterra.

## Loading Efficiency

Viterra will consider a truck to have completed loading if the gross mass is within 500kg of the requested mass limit.



# Schedule F

## Access & Operating Conditions for Road Movements at Viterra Facilities

Movements of Grain from Viterra Facilities using road transport must meet the operating and access conditions set out in this Schedule. These conditions are necessary to ensure Viterra achieves the efficiency and productivity levels assumed in the Charges. However, the conditions also reflect the legal responsibilities imposed by law on all parties involved in the freight task (i.e. freight provider, infrastructure provider and freight purchaser); particularly "Chain of Responsibility" (CoR) laws as set out in the Heavy Vehicle National Law (HVNL).

Where reasonably practical this Schedule should be provided by a Client to any road service provider engaged by the Client to conduct movements to or from a Viterra Facility.

Please Note:

- (a) Viterra is committed to meeting its responsibilities in providing and maintaining a safe working environment for its employees, contractors, customers and the public.
- (b) Viterra will adhere to the principles expressed in the HVNL. These principles are designed to improve safety by making all participants in the supply chain responsible and accountable for those things over which they may have control.
- (c) Viterra is committed to working with all participants in the supply chain to establish reasonable steps to ensure compliance with HVNL including:
  - mass management and vehicle dimension;
  - vehicle maintenance;
  - load restraint;
  - speeding; and
  - driver fatigue.
- (d) Viterra is committed to safety, health and the environment, and has clearly defined policies and procedures in place that encompass our commitment. This includes, but is not limited to, utilising ground operated tarping systems or approved platforms to enable three points of contact to be maintained, ensuring drivers are medically fit for work and comply with fatigue, drug and alcohol requirements under National Heavy Vehicle Legislation.
- (e) Each Client should seek its own legal and commercial advice and have its own policies and procedures in place, in respect of its own compliance with law including the HVNL.
- (f) Each Client should ensure its carriers and service providers have been provided with, and have read and understood, the Access and Operating Conditions set out in this Schedule. The Client acknowledges that, as between Viterra and the Client, the Client is at all times responsible for the acts and omissions of its carrier and service providers under or in respect of these Access and Operating Conditions (including failure to comply with any portion or all of these conditions).
- (g) The Access and Operating Conditions set out in this Schedule are in addition to and do not limit the terms of the Agreements.

Viterra's safety induction is mandatory for all road carriers and outlines all site safety rules, these must be adhered to without negotiation. Site safety rules may vary between individual Viterra Facilities. It is the responsibility of Clients and their carriers to understand and adhere to the requirements at each Viterra Facility.

## Access & Operating Conditions

### 1. Operational Requirements

#### A. Access Road Routes

All road movements in and out of a Viterra Facility must be by the specified carriageway. Viterra may amend access points from time to time.

It is the responsibility of the driver to identify a route using only vehicles which are permitted within the limits of gazetted road limits or in accordance with issued permits.

#### B. Weather Working Day

A weather working day for the operation of loading of road vehicles at Viterra Facilities will be the Normal Operating Hours (weather permitting) on a Business Day. This is subject to change by Viterra from time to time. Loading ceases at a Viterra Facility immediately when the eight (8) hour loading period has ended.

A schedule of hours of operation for the discharge of road vehicles at Port Terminals for movements from Upcountry Receiving Facilities are detailed in Attachment 1 to this Schedule.

By negotiation with Viterra, commencement of the eight (8) hour period may be varied and/or extended. If the alteration of the eight (8) hour period or the extension of the number of hours results in Viterra incurring additional costs, the reimbursement of those costs must be negotiated and agreed by the Client before any change in operating hours occurs.

#### C. Notice of Commencement of Movement

The Client must nominate both a movement supervisor (representing the Client) and road carrier nominee (representing the road carrier), who will be the liaison persons for all the Client's road carrier operations between Port Terminals and Upcountry Receiving Facilities.

Viterra requires the following minimum notice before movements can commence:

- In line with timeframes set out in Schedule E.

No movement will commence until:

- the Client has authorised the movement in writing (such authorisation to be issued on a timely basis); and
- Viterra has confirmed the date and time that the movement can commence (such confirmation to be issued on a timely basis); and
- the vehicle operator has quoted the Client's order number or the Inter-site Movement Number and has presented a valid Viterra carrier card in order to verify that the order request is valid.

Viterra cannot guarantee that all movements can take place at the time required by the Client. However, Viterra will use reasonable endeavours to accommodate all notices correctly issued in conformity with these Access and Operating Conditions.

#### D. Co-ordination

To co-ordinate Grain movements:

- the Client must also nominate (with personal contact details) a contact person for the road carrier to be used as the freight provider;
- Viterra will co-ordinate all movements out of and into Viterra Facilities with the road carrier nominee; and
- it is the responsibility of the Client to ensure the timely delivery of a load to the receiving Viterra Facility.

#### E. Minimum Daily Outturn Conditions & Port Intake Rates

The minimum daily Outturn tonnage for each site, unless agreed otherwise by Viterra is specified in Attachment 2 to this Schedule. It is the responsibility of the Client to ensure sufficient capacity is made available to achieve the required minimum.

## F. Non-Performance of Minimum Daily Outturn & Port Intake Conditions

- If movements made by the Client from a Viterra Facility are (in the opinion of Viterra) unlikely to satisfy the minimum daily Outturn requirements, then Viterra reserves the right to request by email or telephone the Client to immediately remedy the situation.
- The Client, will be allowed four (4) hours (from the time of the request) within which to remedy the situation and satisfy Viterra that the Client will be able to meet the minimum daily Outturn requirements by the close of business on that day.
- If the Client is unable to satisfy Viterra that they will be able to meet the minimum Outturn requirements, Viterra reserves the right to 'close down' the movements by the Client from the relevant Viterra Facility at Viterra's sole discretion. At its discretion Viterra may also choose to re-open the Viterra Facility for other Client movements.
- The Client is liable to Viterra for any loss, cost, damage or expense incurred by Viterra, and caused by the Client's inability to meet the minimum daily Outturn requirements, in addition to the underperformance fee.
- Viterra is not liable to the Client for payment of demurrage or waiting time (irrespective of whether or not Viterra is at fault).
- Where a movement has been 'closed down' more than once, Viterra may offer to support or substitute the Client's road carrier subject to consultation and written agreement with the Client to confirm Grades, tonnages, duration and cost allocations.
- Consecutive failures to meet approved transport plans or minimum outturn or intake rates may result in the movement being cancelled at Viterra's discretion.

## G. Delays

In the event of a delay at a Viterra Facility that is not caused by the Client or its road carrier, Viterra will use its best endeavours to advise the Client and any of the Client's road carrier(s) as soon as reasonably practicable after Viterra becomes aware of the delay.

## H. Carrier Registration

Upon application and complying with any applicable policies and protocols at the time, carriers will be issued by Viterra with an identification card called a Viterra Carrier Card. Vehicles must have a valid Viterra Carrier Card before they will be loaded at a Viterra Facility.

## I. Vehicles

Vehicles must operate a reversing alarm/buzzer when reversing at Viterra Facilities, if capable of doing so. The Client hereby releases Viterra from any liability arising in connection with the reversing of such vehicle at a Viterra Facility where a reversing alarm/buzzer is not used (whether capable of being used or not), and acknowledges and agrees that Viterra may hold the Client liable in such an event.

Maintenance, repair and service/grease of the motor vehicle and its trailer are not permitted at a Viterra Facility except in the case of vehicle breakdown. The Client must ensure site oil or fuel is recovered and the Viterra Facility is cleaned up.

Convertible trailers (of any type, built as flat top units with sides added, constructed as gates with timber, steel or tarp lining) with soft sides are recognised as high risk equipment and as such are banned from all Viterra Facilities.

Prior to arriving at a Viterra Facility carriers must ensure that vehicles:

- are registered;
- are properly maintained and in a roadworthy condition;
- are clean and free from any substance residue likely to contaminate the product being carried; and
- are fitted with trailers intended for use at Viterra Facilities (the use of homemade and side-altered trailers are not fit for purpose and must not be used on any Viterra Facilities).

All bulk tippers are to have operating full coverage tarpaulins to minimise dust and loss of product potential.

It is mandatory that tarpaulins are operated from ground level or approved platforms. Tailgates are to be fitted with chains and must have secure sealing.

Tailgate locking lugs are not to be removed prior to discharge over grids. Viterra staff are not permitted to open or close carrier's tailgates, this is the responsibility of the driver.

## J. Vehicle Cleanliness

Vehicles must be in a clean condition free of any material, insect or contaminant that could adversely affect the Grain.

The Client must ensure vehicles and associated equipment are cleaned down before they enter the Viterra Facility for loading. Viterra may refuse to load vehicles that are not adequately cleaned as per Viterra's Road Vehicle Hygiene procedure.

Vehicles may not be cleaned down at a Viterra Facility. If a vehicle is cleaned down at a Viterra Facility in contravention of this condition, the Client will be liable for all clean-up costs. The Client must ensure that the road carrier has adequate quality procedures to ensure that no contamination occurs from any equipment used by the road carrier.

## K. End Tonnage

Road carriers must collect the entire tonnage nominated by the Client for the movement before the movement of final or end tonnage is complete. If the road carrier leaves behind a part load, Viterra may call back the road carrier to complete the movement at the Client's cost.

## L. Vehicle Loading

Drivers are required to declare the LEGAL mass of their vehicle at all Viterra Facilities through the application of a mass limit code. These codes are linked to the legal mass of specific vehicle type configurations including accredited vehicles. Viterra will refuse to load a vehicle above its legal mass limits.

Declaring the wrong code on a weighbridge docket and therefore exceeding the legal gross vehicle mass limit of the heavy vehicle constitutes an offence. Upon request from a regulatory authority, Viterra will provide information on vehicle movements including nominated codes, weights and site attendance times.

All vehicles claiming Higher Mass Limit (HML) or Concessional Mass Limit (CML) must be accredited under the National Heavy Vehicle Accreditation Scheme (NHVAS) and must display the accreditation label on the vehicle. Failure to provide supporting evidence of the vehicle's NHVAS accreditation will result in the treatment of the vehicle by Viterra as operating at the General Mass Limit (GML).

All vehicles claiming Mass Limits under a permit arrangement must declare the applicable mass limit code and present if requested a copy of the permit to a Viterra representative for verification purposes.

The Client must ensure all road carriers agree to unload any excess tonnage above the legal limit. Refusal to comply with a request by Viterra to unload will result in suspension of the vehicle operator and the vehicle from loading at Viterra Facilities for a period of time to be determined by Viterra.

## M. Grain Loss & Spillage

If Grain spills from the road carrier's vehicle within or outside a Viterra Facility, the responsibility to clean up the spillage lies with the Client.

## N. Emergency Response

The Client must supply an emergency response system to cater for any incidents or accidents, and, on request, provide Viterra with evidence of any Safety Health and Environmental policies and programs maintained by the road carriers the Client employs.

## O. Insect & Quality Issues

Viterra will provide the Client with information on the insect treatment program but will not guarantee that Grain is insect free and will not accept any freight or consequential costs in the event that insects are found on the Outturn of Grain.

If the Client or the Client's road carrier accepts a load and leaves Viterra's Facilities with that load, Viterra is not liable to the Client for freight or other costs or losses of any kind if that Grain is subsequently rejected due to insects or quality issues at its destination.

## P. Compliance with Laws

The Client must ensure that the Client's road carrier complies with and observes at its cost any law, by-law, regulation, or requirement of any federal, state or local authority.

## Q. Insurance

The Client must ensure that the road carriers used by the Client have adequate and appropriate insurance policies. Viterra may require proof of insurance covering all damage or costs for:

- Market Value of contamination or Loss;
- Public Liability (cover of not less than \$A20,000,000);
- Third Party Property (cover of not less than \$A30,000,000); and
- WorkCover covering all employees of the carrier and/or Client.

## R. Indemnity

The Client must indemnify and keep Viterra indemnified against all Loss suffered or incurred by Viterra arising directly or indirectly out of or in relation to any breach, non-observance, or non-performance by the Client or its nominated road carrier of any of its obligations under this Schedule.

## S. Amendments

Viterra may amend the Access and Operating Conditions set out in this Schedule from time to time by providing written notice to the Client (including by publishing on Viterra's website [viterra.com.au](http://viterra.com.au)).

## 2. Safety

### A. Site SHE Rules

Vehicle operators must comply with Viterra's safety policies and procedures as outlined in the SitePass/Grower Deliveries safety induction training. All site safety rules must be adhered to without negotiation. Site safety rules may vary between individual Viterra Facilities. It is the responsibility of vehicle operators to understand the requirements at each Viterra Facility.

### B. Instructions

Vehicle operators must follow instructions given by Viterra Facility personnel.

### C. Clothing

Viterra policy requires that all vehicles and drivers carry appropriate safety equipment. Drivers MUST wear Personal Protective Equipment (PPE) as required and advised by site management.

Personal Protective Equipment (high-visibility clothing and enclosed footwear) must be worn everywhere outside of vehicles, amenities and offices.

Hard hats must be worn in all areas except marshalling yards, classification areas, bunkers, offices and amenities.

Eyewear must be worn by anyone when outside their vehicle at loading/discharge areas. This is when drivers are most exposed to dusty environments and at risk of an eye injury.

If drivers are on a Viterra site at night we strongly encourage wearing of high visibility clothing with reflective strips.

Other site or product specific PPE as required by Viterra from time to time.

### D. Specific Duties

A vehicle operator requested by the Client or Viterra to perform specialist tasks must have the appropriate statutory licences or permits.

### E. Climbing on Vehicles

Entry into bulk vehicles for any activity must be via safety platforms, steps or ladders, complying with Australian Standards suitable for the task of maintaining three-point contact.

Access to and alighting the tray of a flat top vehicle must only be by way of safety platforms, steps or ladders, complying with Australian Standards. Vehicle operators must not ascend from the tray top onto loaded material.

If bulk product needs to be adjusted, the vehicle operator must only access via safety platforms, steps or ladders and work from platforms, complying with Australian Standards. The vehicle operator must not leave the platform.

Non-compliance with the above conditions may result in Viterra refusing to load the vehicle.

### F. Site Induction

Growers, carriers, contractors and passengers conducting unaccompanied business at a Viterra Facility will need to demonstrate they have successfully completed the Viterra safety induction by presenting a SitePass card or Safety Card with a driver's licence or other photographic identification upon request of a Viterra employee.

To determine which card is required, please refer to [viterra.com.au](http://viterra.com.au)

Persons accessing Viterra sites without a Viterra SitePass or Safety Card will need to sign in and be an escorted visitor.

The Viterra SitePass/Grower Deliveries Safety Card are valid until the date of expiry as printed on the relevant card.

### G. Escorted Visitors

All visitors who have not completed induction (once-off Viterra Facility visit):

- must sign in on arrival at the Viterra Facility;
- will be made aware of site-specific safety requirements;
- must remain accompanied by a Viterra employee at all times; and
- must sign out before departing.

Children should remain in the vehicle whilst in operational areas. If children leave the vehicle they must remain under guardian supervision at all times. Animals must remain in vehicles.

### H. Vehicles on site

Speed limits and other specific traffic regulations while at a Viterra Facility, or whilst operating in Viterra's area of responsibility adjoining a silo, must be adhered to at all times. Parking for personal motor vehicles is not provided at Viterra Facilities.

### I. Smoking

Smoking, matches and cigarette lighters are all potential ignition sources. Specific areas at each work location have been defined as areas where smoking is permitted. All other areas, unless identified as otherwise, are NO SMOKING areas. Smoking and carrying

potential ignition sources outside a permitted smoking area is strictly prohibited. Ensure that your cigarette is completely butted out and disposed of correctly.

## J. Incident Reports

Any incident that results in personal injury or property damage must be reported to the onsite supervisor immediately whom shall advise the required course of action.

## K. Compliance Audit

Viterra's personnel may, acting reasonably, audit compliance with the Access and Operating Conditions for Road Movements of Grain between Viterra Facilities at any time.

A written report of each and every audit, including corrective action, will be provided to the Client.

Non-compliance may result in suspension of the vehicle operator, immediate cancellation of the Viterra Carrier Card and suspension of the vehicle from loading at Viterra Facilities for a period to be determined by Viterra.

## L. Notices

Viterra must be informed of any notices served on the vehicle operator or the vehicle by Workplace Services or other Regulatory Authorities. Failure to do so will result in suspension of the Viterra Carrier Card for a period to be determined by Viterra.

# Schedule F

## Attachment 1 – Road Receiving Hours at Terminals

Viterra will provide a standard road receiving capacity for a period of eight (8) hours at the Port Terminal Facilities. Clients are advised to check with the Viterra Facility supervisor prior to commencement as hours of operation are subject to change.

The standard daily hours at Port Terminal Facilities may be extended at Viterra’s discretion during the harvest period. Extensions to the standard daily hours will be dependent on availability of labour at the Viterra Facility.

Where a Client requires an alteration to the standard Viterra Facility opening time, and/or extension to the standard hours, this may be negotiated with Viterra to meet shipping requirements. If the alteration of the eight (8) hour period or the extension of the number of hours results in Viterra incurring additional costs (such as those covered by the relevant surcharges set out in Schedule A), the reimbursement of those costs must be negotiated and agreed by the Client before any change in Normal Operating Hours occurs.

Port Terminal	Indicative Opening Time
Port Adelaide: Inner Harbour, Outer Harbor	7:30 am
Port Giles	7:30 am
Port Lincoln	8:00 am
Thevenard	8:00 am
Wallaroo	7:30 am

# Schedule F

## Attachment 2 – Daily Intake & Outturn Rates

This attachment sets out the minimum daily Outturn rates for Export Standard movements or accumulation into Viterra Facilities and/or outturns unless otherwise agreed.

Minimum tonnages assume sufficient tonnes are available and the relevant Outturn Viterra Facility is not sweeping or clearing end tonnage.

Short Code	Viterra Facility	Region	Port Destination	Minimum Tonnes Outturn (per day, all Commodities)
ADE	Inner Harbour (Terminal)	Adelaide	Outer Harbor	1,500
APA	Apamurra	Eastern	Outer Harbor	600
ARD	Ardrossan (Block 1)	Central	Port Giles	2,600
ARD	Ardrossan (Block 2)	Central	Port Giles	1,400
ARD	Ardrossan (Block 3)	Central	Port Giles	2,100
ARD	Ardrossan (Bunkers)	Central	Port Giles	2,250
ARD	Ardrossan (Block 1)	Central	Outer Harbor	1,600
ARD	Ardrossan (Block 2)	Central	Outer Harbor	1,400
ARD	Ardrossan (Block 3)	Central	Outer Harbor	1,600
ARD	Ardrossan (Bunkers)	Central	Outer Harbor	1,600
ARD	Ardrossan (Block 1)	Central	Wallaroo	2,600
ARD	Ardrossan (Block 2)	Central	Wallaroo	1,400
ARD	Ardrossan (Block 3)	Central	Wallaroo	2,100
ARD	Ardrossan (Bunkers)	Central	Wallaroo	2,250
ARN	Arno Bay (Block 2)	Western	Port Lincoln	900
ARN	Arno Bay (Blocks 1,3 & 4)	Western	Port Lincoln	450
ARN	Arno Bay (Block 5 shed)	Western	Port Lincoln	1,350
ARN	Arno Bay (Bunkers)	Western	Port Lincoln	1,800
BAL	Balaklava (Block 2)	Central	Outer Harbor	600
BAL	Balaklava (Block 3)	Central	Outer Harbor	500
BAL	Balaklava (Block 4)	Central	Outer Harbor	1,000
BAL	Balaklava (Block 2)	Central	Wallaroo	600
BAL	Balaklava (Block 3)	Central	Wallaroo	500
BAL	Balaklava (Block 4)	Central	Wallaroo	1,000
BOO	Booleroo Centre	Central	Outer Harbor	850
BOO	Booleroo Centre	Central	Wallaroo	850
BOR	Bordertown	Eastern	Outer Harbor	600
BOW	Bowmans	Central	Outer Harbor	2,250
BOW	Bowmans	Central	Port Giles	1,800
BOW	Bowmans	Central	Wallaroo	2,250
BUC	Buckleboo	Western	Port Lincoln	650
BUT	Bute	Central	Outer Harbor	850
BUT	Bute	Central	Port Giles	850
BUT	Bute	Central	Wallaroo	850
CON	Coonalpyn	Eastern	Outer Harbor	800



Short Code	Viterra Facility	Region	Port Destination	Minimum Tonnes Outturn (per day, all Commodities)
CRY	Crystal Brook (Block 1)	Central	Outer Harbor	1,000
CRY	Crystal Brook (Block 2)	Central	Outer Harbor	800
CRY	Crystal Brook (Block 3)	Central	Outer Harbor	1,000
CRY	Crystal Brook (Bunker)	Central	Outer Harbor	1,500
CRY	Crystal Brook (Block 1)	Central	Port Giles	800
CRY	Crystal Brook (Block 2)	Central	Port Giles	800
CRY	Crystal Brook (Block 3)	Central	Port Giles	800
CRY	Crystal Brook (Bunker)	Central	Port Giles	800
CRY	Crystal Brook (Block 1)	Central	Wallaroo	1,000
CRY	Crystal Brook (Block 2)	Central	Wallaroo	800
CRY	Crystal Brook (Block 3)	Central	Wallaroo	1,000
CRY	Crystal Brook (Bunker)	Central	Wallaroo	1,500
CUM	Cummins (Town Site, Block 1 & 2)	Western	Port Lincoln	650
CUM	Cummins (Town Site, Block 3)	Western	Port Lincoln	1,200
CUM	Cummins (Bunkers)	Western	Port Lincoln	2,300
CUM	Cummins (Sheds)	Western	Port Lincoln	2,000
DAR	Darke Peak	Western	Port Lincoln	650
EDI	Edillilie	Western	Port Lincoln	650
ELL	Elliston (Blocks 1 & 2)	Western	Port Lincoln	350
ELL	Elliston (Block 3)	Western	Port Lincoln	900
EUD	Eudunda (Block 1 & 2)	Central	Outer Harbor	300
EUD	Eudunda (Block 3)	Central	Outer Harbor	700
EUD	Eudunda (Block 3)	Central	Wallaroo	700
FRA	Frances (Block 1)	Eastern	Outer Harbor	300
FRA	Frances (All other Blocks)	Eastern	Outer Harbor	500
GIL	Port Giles (Terminal)	Central	Outer Harbor	1,500
GIL	Port Giles (Bunker)	Central	Outer Harbor	1,500
GIL	Port Giles (Terminal)	Central	Wallaroo	1,600
GIL	Port Giles (Bunker)	Central	Wallaroo	1,600
GLA	Gladstone (Bunker & Shed)	Central	Outer Harbor	2,000
GLA	Gladstone (Town)	Central	Outer Harbor	800
GLA	Gladstone (Bunker & Shed)	Central	Wallaroo	2,000
GLA	Gladstone (Town)	Central	Wallaroo	800
JAM	Jamestown (Block 1 & 2)	Central	Outer Harbor	650
JAM	Jamestown (Block 3)	Central	Outer Harbor	1,200
JAM	Jamestown (Block 1 & 2)	Central	Wallaroo	650
JAM	Jamestown (Block 3)	Central	Wallaroo	1,200
KAR	Karoonda (Town)	Eastern	Outer Harbor	800
KAR	Karoonda (Bunker)	Eastern	Outer Harbor	800
KEI	Keith (Block 1 & 2)	Eastern	Outer Harbor	600
KEI	Keith (Block 4 & Bunker)	Eastern	Outer Harbor	1,000
KIM	Kimba	Western	Port Lincoln	650
KIM	Kimba (Bunkers)	Western	Port Lincoln	1,600
KPI	Kapinnie	Western	Port Lincoln	650

Short Code	Viterra Facility	Region	Port Destination	Minimum Tonnes Outturn (per day, all Commodities)
LAM	Lameroo	Eastern	Outer Harbor	500
LIN	Port Lincoln (Terminal)	Western	Thevenard	1,200
LOC	Lock (Other)	Western	Port Lincoln	650
LOC	Lock (Bunkers)	Western	Port Lincoln	1,800
LOX	Loxton	Eastern	Outer Harbor	1,000
MON	Monarto South	Eastern	Outer Harbor	400
NEI	Port Neill	Western	Port Lincoln	900
NUN	Nunjikompita (Blocks 1 & 2)	Western	Port Lincoln	350
NUN	Nunjikompita (Blocks 3 & 4)	Western	Port Lincoln	650
NUN	Nunjikompita (Blocks 1 & 2)	Western	Thevenard	350
NUN	Nunjikompita (Blocks 3 & 4)	Western	Thevenard	650
OWE	Owen	Central	Outer Harbor	700
OWE	Owen	Central	Wallaroo	700
OWE	Owen	Central	Port Giles	700
PEN	Penong	Western	Thevenard	650
PEN	Penong	Western	Port Lincoln	650
PIR	Port Pirie	Central	Outer Harbor	2,000
PIR	Port Pirie	Central	Wallaroo	2,000
PNR	Pinnaroo (Town)	Eastern	Outer Harbor	500
PNR	Pinnaroo (Bunker)	Eastern	Outer Harbor	1,000
POO	Poochera	Western	Port Lincoln	650
POO	Poochera	Western	Thevenard	650
ROS	Roseworthy (Block 1 & 2)	Central	Outer Harbor	500
ROS	Roseworthy (Block 3)	Central	Outer Harbor	750
ROS	Roseworthy (Shed)	Central	Outer Harbor	1,500
ROS	Roseworthy (Bunker)	Central	Outer Harbor	2,000
ROS	Roseworthy (Block 1 & 2)	Central	Wallaroo	500
ROS	Roseworthy (Block 3)	Central	Wallaroo	750
ROS	Roseworthy (Shed)	Central	Wallaroo	1,400
ROS	Roseworthy (Bunker)	Central	Wallaroo	1,800
RUD	Rudall (Other)	Western	Port Lincoln	840
RUD	Rudall (Bunkers & Shed)	Western	Port Lincoln	2,000
SAD	Saddleworth (Block 1)	Central	Outer Harbor	700
SAD	Saddleworth (Block 2)	Central	Outer Harbor	900
SAD	Saddleworth (Bunkers)	Central	Outer Harbor	1,600
SAD	Saddleworth (Block 1)	Central	Wallaroo	700
SAD	Saddleworth (Block 2)	Central	Wallaroo	900
SAD	Saddleworth (Bunkers)	Central	Wallaroo	1,400
SBN	Strathalbyn	Eastern	Outer Harbor	400
SNO	Snowtown (Town Shed)	Central	Outer Harbor	1,000
SNO	Snowtown (Town Block 2)	Central	Outer Harbor	450
SNO	Snowtown (Bunker site, including Shed)	Central	Outer Harbor	2,000
SNO	Snowtown (Town Shed)	Central	Wallaroo	1,000
SNO	Snowtown (Town Block 2)	Central	Wallaroo	450

Short Code	Viterra Facility	Region	Port Destination	Minimum Tonnes Outturn (per day, all Commodities)
SNO	Snowtown (Bunker site, including Shed)	Central	Walleroo	2,000
SNO	Snowtown (Town Shed)	Central	Port Giles	1,000
SNO	Snowtown (Town Block 2)	Central	Port Giles	450
SNO	Snowtown (Bunker site, including Shed)	Central	Port Giles	1,600
STB	Streaky Bay	Western	Thevenard	650
STB	Streaky Bay	Western	Port Lincoln	650
TAI	Tailem Bend	Eastern	Outer Harbor	1,500
THE	Thevenard	Western	Port Lincoln	650
THE	Thevenard (Bunkers)	Western	Port Lincoln	1,200
TUM	Tumby Bay (Concrete Verticals)	Western	Port Lincoln	900
TUM	Tumby Bay (Shed)	Western	Port Lincoln	2,200
TUM	Tumby Bay (Bunkers)	Western	Port Lincoln	2,600
WAL	Walleroo (Block 2)	Central	Port Giles	600
WAL	Walleroo (Block 3,4,5,6 & 7)	Central	Port Giles	1,200
WAL	Walleroo (Block 8)	Central	Port Giles	1,600
WAL	Walleroo (Bunkers)	Central	Port Giles	1,600
WAL	Walleroo (Block 2)	Central	Outer Harbor	600
WAL	Walleroo (Block 3,4,5,6 & 7)	Central	Outer Harbor	1,200
WAL	Walleroo (Block 8)	Central	Outer Harbor	1,600
WAL	Walleroo (Bunkers)	Central	Outer Harbor	1,600
WAR	Warrambo	Western	Port Lincoln	600
WER	Werrimull	Eastern	Outer Harbor	1,000
WIT	Witera	Western	Thevenard	650
WIT	Witera (Bunkers)	Western	Thevenard	1,800
WIT	Witera	Western	Port Lincoln	650
WIT	Witera (Bunkers)	Western	Port Lincoln	1,600
WOL	Wolseley	Eastern	Outer Harbor	1,000
WRL	Wirrulla	Western	Thevenard	840
WRL	Wirrulla	Western	Port Lincoln	840
WUD	Wudinna (Other)	Western	Port Lincoln	650
WUD	Wudinna (Bunkers)	Western	Port Lincoln	1,800
WUD	Wudinna (Other)	Western	Thevenard	650
WUD	Wudinna (Bunkers)	Western	Thevenard	1,800
YEE	Yeelanna	Western	Port Lincoln	650

For movements between any Viterra Facility to another Viterra Facility not listed above, a minimum outturn rate of 500mt will apply.

Minimum Daily Intake Rates at Port Terminals ex Third Party Approved Storages for Export Movements

Short Code	Site	Minimum Tonnes Intake (per day, wheat equivalent)
ADE	Port Adelaide	2,200
OHB	Outer Harbor	2,200
GIL	Port Giles	2,300
LIN	Port Lincoln	4,000
THE	Thevenard	2,100
WAL	Wallaroo	2,000

If 50% or more of the vessel accumulation is Export Standard, the minimum daily intake requirements will be increased. This will be calculated based on the overall capacity offered for the relevant slot period.

# Schedule G

## Register of Outturn Standards 2023/24

The Outturn Standards for Grain are the applicable Receival (Classification) Standards unless specified in this Schedule. The terms of this Schedule prevail to the extent of any inconsistency with the Receival (Classification) Standards.

Cereals and Pulses have specific exceptions (which are outlined below). There is a need to establish Outturn Standards for Grains as Viterra is unable to meet some NIL tolerances.

For all commodities Viterra makes no guarantee at Outturn for any standards that are not tested for during the Viterra site receival classification process including but not limited to, Chemical Residue, variety and germinative energy or capacity.

### Contaminants & Residue

#### Outturn (Classification) Standards 2023/24

All commodities	Objectionable Material, including but not limited to, pickling compounds/artificial colouring.	0.05% (maximum by weight)
All commodities	Type 2 Foreign Seed Contaminants (where outturns not regulated by Dept of Agriculture).	1 per ½ litre
Canola	Type 1 Seed Contaminants (where outturns not regulated by Dept of Agriculture).	1 per ½ litre

### Outturn Tolerance for Cereals

#### Severely Damaged, maximum count per ½ litre

All cereals (unless listed in this table)	2 grains per count per ½ litre
Wheat FED1	5 grains per count per ½ litre
Barley BAR1	3 grains per count per ½ litre
Other Grades less than No.1 that are not listed	As per Viterra receival standard

#### Sticks maximum count per two (2) litres

<10cm in length and 1 cm in width	1
>10cm in length and 1 cm in width	1

#### Stones

Weight of all stones retained above the commodity screen, maximum weight per half ½ litre	4.0 grams
---	-----------

## Outturn Standards for Pulses

Viterra uses a sliding scale for Farmer Dressed Outturn Specifications from 1 May 2024.

From 1 August 2024 the Outturn Standards for Pulses cannot be guaranteed for season 23/24 delivered inventory, the risk of which is solely assumed by the Client.

For the avoidance of doubt Viterra provides no guarantee of Outturn Standards for all previous season Pulses, the risk of which is solely assumed by the Client. This includes outturns which are bulk export, containers, or domestic outturns.

### FABA BEANS

#### FIEV (Fiesta Type varieties )

##### Receival

Total defective grains max 10% by weight, including:

- Max 7% by weight poor colour.

Severely damaged grains max 0.5% by weight.

##### Outturn Standard

Until 30 April 2024	Total defective grains max 14% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 7% by weight poor colour;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Total defective grains max 16% by weight including max 8% by weight poor colour. No limit on severely damaged.
June 2024	Total defective grains max 17% by weight including max 9% by weight poor colour. No limit on severely damaged.
July 2024	Total defective grains max 18% by weight including max 10% by weight poor colour. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

#### FABF (All varieties except Icarus)

##### Receival

No limit on Total defective grains including:

- Max 20% by weight defective material other than poor colour;
- No limit on poor colour.

Severely damaged grains max 0.5% by weight.

##### Outturn Standard

Until 30 April 2024	No limit on Total defective grains including: <ul style="list-style-type: none"> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
From 1 May 2024	No limit on defective material. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

## LENTILS

### Red Lentils (Viterra No. 1 Grade)

#### Receival

Total defective grains max 4% by weight including:

- Max 1% by weight poor colour seed coat;
- Max 1% by weight poor colour kernel;
- Max 1% by weight varietal restriction (not of specified variety\*).

Severely damaged grains max 0.5% by weight.

#### Outturn Standard

Until 30 April 2024	Total defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 1% by weight poor colour seed coat;</li> <li>· Max 1% by weight poor colour kernel;</li> <li>· No limit on varietal admixture;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Total defective grains max 14% by weight including max 2% by weight poor colour seed coat and 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
June 2024	Total defective grains max 15% by weight including max 3% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
July 2024	Total defective grains max 16% by weight including max 3% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

\*refer to Viterra variety charts for specific varieties

## Red Lentils (A Grade)

### Receival

Total defective grains max 11% by weight including:

- Max 3% by weight poor colour seed coat;
- Max 1% by weight poor colour kernel;
- Max 1% by weight varietal restriction;
- Max 8% by weight defective material other than poor colour and varietal admixture.

Severely damaged grains max 0.5% by weight.

### Outturn Standard

Viterra A grade will only be outturned from Pt Adelaide as Viterra No. 1 Grade – Reference Outturn Standard for Viterra No. 1 Grade.

Otherwise, if the client wishes to outturn at another Viterra site, the Outturn standards for Viterra A Grade will apply.

Until 30 April 2024	Total defective grains max 16% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 3% by weight poor colour seed coat;</li> <li>· Max 1% by weight poor colour kernel;</li> <li>· No limit on varietal admixture;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Total defective grains max 18% by weight including max 2% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
June 2024	Total defective grains max 19% by weight including max 3% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
July 2024	Total defective grains max 20% by weight including max 3% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.



## Red Lentils (B Grade)

### Receival

Total defective grains max 11% by weight including:

- Max 3% by weight poor colour seed coat;
- Max 1% by weight poor colour kernel;
- Max 1% by weight varietal restriction;
- Max 8% by weight defective material other than poor colour and varietal admixture.

Severely damaged grains max 0.5% by weight.

### Outturn Standard

Viterra B grade will only be outturned from Pt Adelaide as Viterra No. 1 Grade – Reference Outturn Standard for Viterra No. 1 Grade.

Otherwise, if the client wishes to outturn at another Viterra site, the Outturn standards for Viterra B Grade will apply.

Until 30 April 2024	Total defective grains max 16% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 3% by weight poor colour seed coat;</li> <li>· Max 1% by weight poor colour kernel;</li> <li>· No limit on varietal admixture;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Total defective grains max 18% by weight including max 2% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
June 2024	Total defective grains max 19% by weight including max 3% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
July 2024	Total defective grains max 20% by weight including max 3% by weight poor colour seed coat, 1% by weight max poor colour kernel. No limit on varietal admixture. No limit on severely damaged.
From 1 <sup>st</sup> August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

\*refer to Viterra variety charts for specified varieties

## CHICKPEAS

### Chickpeas (Desi)

#### Receival

Defective grains max 6% by weight including:

- Max 2% by weight poor colour of which max 1% by weight fungal affected.

Severely damaged max 1 grain per 200g.

#### Outturn Standard

Until 30 April 2024	Defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 2% by weight poor colour of which max 1% by weight fungal affected;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Defective grains max 14% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
June 2024	Defective grains max 15% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
July 2024	Defective grains max 16% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

### Chickpeas (Kabuli - Small)

#### Receival

Defective grains max 3% by weight including:

- Max 2% by weight poor colour of which max 1% by weight fungal affected.

Severely damaged max 1 grain per 200g.

#### Outturn Standard

Until 30 April 2024	Defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 2% by weight poor colour of which max 1% by weight fungal affected;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Defective grains max 14% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
June 2024	Defective grains max 15% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
July 2024	Defective grains max 16% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

### Chickpeas (Kabuli - Large)

#### Receival

Defective grains max 3% by weight including:

- Max 2% by weight poor colour of which max 1% by weight fungal affected.

Severely damaged max 1 grain per 400g.

#### Outturn Standard

Until 30 April 2024	Defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 2% by weight poor colour of which max 1% by weight fungal affected;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Defective grains max 14% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
June 2024	Defective grains max 15% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
From 1 July 2024	Defective grains max 16% by weight including max 2% by weight poor colour of which max 1% by weight fungal affected. No limit on severely damaged.
From 1 August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

## FIELD PEAS

### Field Peas

#### Receival

Defective grains max 7% by weight.

Severely damaged max 0.5% by weight.

#### Outturn Standard

Until 30 April 2024	Defective max 11% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
May 2024	Defective grains max 14% by weight. No limit on severely damaged.
June 2024	Defective grains max 15% by weight. No limit on severely damaged.
July 2024	Defective grains max 16% by weight. No limit on severely damaged.
From 1 <sup>st</sup> August 2024	Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

## LUPINS

### Lupins (Angustifolius)

#### Receival

Defective grains max 7% by weight including:

- Max 36 grains discolored lupins per 200g;
- Max 17 grains phomopsis affected per 200g;
- Max 2 grains bitter dark seeded per 200g.

Severely damaged max 0.5% by weight.

#### Outturn Standard

Until 30 April 2024	<p>Total defective grains max 11% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including:</p> <ul style="list-style-type: none"> <li>· Max 36 grains discoloured lupins per 200g;</li> <li>· Max 2 grains bitter dark seeded per 200g;</li> <li>· Max 17 grains phomopsis affected per 200g;</li> <li>· Max 1% by weight severely damaged (unless Viterra specify another value).</li> </ul>
From 1 May 2024	<p>Total defective grains max 14% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including:</p> <ul style="list-style-type: none"> <li>· Max 36 grains discoloured lupins per 200g;</li> <li>· Max 17 grains phomopsis affected per 200g;</li> <li>· Max 2 grains bitter dark seeded per 200g.</li> </ul> <p>No limit on severely damaged.</p>
From 1 August 2024	<p>Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.</p>

# Schedule H

## Load Rejection from Domestic Delivery 2023/24

This procedure details how to action and document a Grain rejection by either the Client or an End User, where the Client or the End User claims that the load(s) outturned by Viterra have failed to meet Viterra's required Outturn Standards.

This procedure will also show how to deal with compensation for rejected loads if Viterra accepts the Client or End User's claim.

### Application

If for any particular Outturn the Client and the End User are not the same, Viterra will only deal with the Client in respect of any load rejected in accordance with this Schedule, unless otherwise agreed with the Client. Any issues between the Client and an End User are the responsibility of the Client.

### Outcomes

Viterra has initiated this procedure to ensure a quick, consistent and effective resolution to Client complaints regarding rejected loads. This Schedule is in addition to, and does not limit, the terms of the Agreements including the limitation on Viterra's liability and the dispute resolution procedure set out in the Agreements.

Compliance with this procedure does not necessarily mean that the Client has demonstrated conclusively that Viterra's records are incorrect or, by exception, unreliable nor does it limit the terms of the Agreements.

### Procedure

#### Responsible Manager Assessment Methodology/Client Procedure

If testing at a Viterra Facility is within the Outturn specification for the relevant Grade, Viterra will consider it has fulfilled its obligations under the Agreement.

If the Client or the End User claims that the load(s) Outturned by Viterra has failed to meet Viterra's required Outturn Standard, Viterra will have no liability to the Client arising out of the failure unless the following procedure is strictly adhered to:

- a) The party who Outturned the Grain must immediately contact a Responsible Manager and provide:
  - reason and/or test results that the Client or End User believes the Grain has failed to meet Viterra's required Outturn Standard, with regard to any industry accepted analysis variance tolerances and otherwise Viterra's obligations under the Agreements;
  - confirmation to Viterra's reasonable satisfaction the sample has been taken in accordance with GTA sampling methodology and has not been tampered with or is unreliable for any reason;
  - photographic evidence that supports the Client's claim; and
  - any additional information or documentation that Viterra reasonably requests to enable it to assess and quantify the Client's claim.
- b) While the validity of the claim is being assessed, the load of Grain under assessment must remain on the vehicle and under the control and responsibility of the Client and the End User, until the Grain can be properly inspected and assessed by Viterra should the Responsible Manager consider it necessary. If an inspection is deemed necessary Viterra will arrange an inspection of the Grain within a reasonable time. The End User will be advised who will make the inspection and how long before they will be in attendance.
- c) If, on inspection at the End User's facility, the Responsible Manager is satisfied that the load of Grain is not compliant with the Outturn Standards and that Viterra is liable under the Agreements, the Responsible Manager will contact the Client and, typically, will direct the vehicle and its load to return immediately to the source of Outturn, or to go to some other site nominated by the Responsible Manager and the Client must comply with any such reasonable direction.
- d) If the Responsible Manager directs the vehicle to a Viterra Facility, on arrival at that Viterra Facility the vehicle must be unloaded and swept clean by the vehicle operator.

The vehicle must not be presented for further loading from any Viterra Facility until the vehicle and its equipment are in such a condition they will not contaminate any Grain or other commodities Outturned from the Viterra Facility.

## The Client's right to make a claim

If the Responsible Manager is satisfied that the load of Grain is not compliant with the Outturn Standards and that Viterra is at fault, and the Client has complied with its obligations under the procedure set out in this Schedule, then the Client is entitled to assume Viterra accepts that the rejected load does not meet the Outturn Standards and will compensate the Client as set out below:

- a) Viterra will compensate the Client for additional freight as per Export Select rates at the time of rejection and should the Responsible Manager agree to any additional charges they will be set at Viterra's discretion; and
- b) any compensation must be agreed to in writing at the time of rejection and prior to any claim being made; and
- c) the Client must provide a completed claims form to Viterra within 7 days of the activity date related to the Outturn order.

## No other liability for Viterra

Without limiting the terms of the Agreement, Viterra has no liability to the Client arising out of a load Outturned by Viterra that fails to meet Viterra's required Outturn Standard except in accordance with this Schedule.

## Definitions

In this Schedule:

End User means the domestic end user that has taken delivery of grain Outturned from a Viterra Facility. For the avoidance of doubt, an End User may be the Client.

Responsible Manager means any one of the following Viterra officers:

- a) the Client Relations Representative,
- b) Client Logistics Coordinator, or
- c) Viterra's Commercial Relations Manager.

# Schedule I

## Viterra Labour Ordering Conditions for Shipping 2023/24

### Labour Ordering Conditions

Subject to Flinders Ports' requirements, availability, and otherwise where Clients have accumulated sufficient Grain at the Port Terminal to achieve reasonable ship loading rates, 24 hour shipping may be made available at Port Terminal Facilities by Viterra.

This Schedule sets out the shift hours for each applicable Port Terminal. The shifts set out in the Schedule are subject to change.

Shipping labour will be made available subject to overall availability and where shippers have adhered to Viterra's labour ordering conditions as follows:

- a) All shifts are to be booked by 2pm the Business Day prior. All weekend or public holiday shifts are to be booked by 2pm on the Friday or Business Day prior.
- b) Shifts can be cancelled, at no cost to the Client, by providing notice within the following timeframes:
  - By 2pm the Business Day prior for all other shifts;
  - Prior to 11am Saturday for a Sunday day and/or evening shift;
  - Prior to 11am Sunday for a Monday day and/or evening shift;
  - Prior to 11am on a Public Holiday for the following day and/or evening shift.

Shift cancellations must be acknowledged by Viterra to be accepted. Once a cancellation has been accepted, it is not possible to call back the cancelled labour.
- c) Shift extensions of up to 4 hours can be ordered 4 hours prior to the completion of a shift to complete a vessel, if the last shift previously booked was an 8 hour shift. Shift extensions are subject to prior arrangement and acceptance by Viterra. Viterra reserve the right not to call on a prior arranged shift extension if it is unlikely that the vessel will complete loading within the shift extension.
- d) At all Port Terminals where the Client occupies the berth and has stock available but will not work the vessel utilising available shifts, and another Client has Grain available and is willing to work the vessel utilising available shifts, the Client must either work the vessel utilising available shifts or vacate the berth for the Other Client (at the Client's own expense).

The following fees and charges (in addition to the applicable Port Handling & Shipping Fee and Ship Loading Fees set out in Schedule A) will apply where ordered labour is not fully utilised or not cancelled in adherence with the above conditions:

- a) Cancellation fees (applicable at all Port Terminals): the cancellation fee will be equal to the total cost recovery of the applicable labour shift.
- b) Delays: delays will be charged by hour, or part of, at the applicable hourly shift rates (including air draft, weather, ships delays, draft checks, survey delays or Client delays).
- c) Underutilisation: where ship-loading labour is ordered and not utilised, a four-hour grace period is provided for shippers in the first load port only, at the beginning of the first shift ordered. Thereafter, the shipper will incur applicable hourly fees for every hour not utilised for ship loading. Where ship loading is completed before the end of the ordered labour, a four-hour grace period is provided for shippers. Thereafter, the shipper will incur applicable hourly fees for the remainder of the ordered labour.

The above conditions apply for ordering and cancelling of both Port Terminal shipping labour and bulk loading plant labour.

Viterra may stagger meal and tea breaks to achieve continuity of operations at all Port Terminals. This will be done at the relevant Port Terminal Manager's discretion to meet operational requirements.

## Labour Rates

### Port Adelaide Inner Harbour, Port Giles, Port Lincoln, Thevenard & Wallaroo

Weekday Shift Charges- Delay, Cancellation or Underutilisation Fees	\$941 per hour
Saturday Shift Charges- Delay, Cancellation or Underutilisation Fees	\$1,157 per hour
Sunday & Public Holiday Shift Charges - Delay, Cancellation or Underutilisation Fees	\$1,488 per hour

### Port Adelaide Outer Harbor

Weekday Shift Charges- Delay, Cancellation or Underutilisation Fees	\$642 per hour
Saturday Shift Charges- Delay, Cancellation or Underutilisation Fees	\$791 per hour
Sunday & Public Holiday Shift Charges - Delay, Cancellation or Underutilisation Fees	\$1,018 per hour

## Shift Hours

Standard shift hours as below are subject to change. Viterra may adjust these hours at the relevant Port Terminal Manager's discretion to meet operational requirements.

2 x 12 hour shifts		12 hour day shift/8hr night shift		12 hour night shift/8hr day shift	
Day	Night	Day	Night	Night	Day
7am – 7pm	7pm – 7am	7am – 7pm	7pm – 3am	7pm – 7am	7am – 3pm

Note: Shift extensions may be available to extend an 8 hour shift up to a 12 hour shift on prior arrangement with Viterra.



# Schedule J

## Operating Conditions for Viterra's Rail Facilities 2023/24

### Loading at Viterra Facilities

The following conditions apply to loading rail at Viterra Facilities:

#### Rail Siding Lengths

Details of rail siding lengths at Viterra Facilities can be obtained from Viterra.

#### Loading Periods

The nominated loading period is by agreement between the rail operator, the Client and Viterra. However, the times nominated for loading will be subject to factors such as:

- available train paths;
- other Viterra contract and operational requirements;
- track condition; and
- Safety, Health & Environment issues, etc.

#### Notification

Viterra requires an Outturn Request with sufficient notice to facilitate Outturn of stock, labour and equipment availability. Without limiting the terms of the Agreement, Viterra retains the right, at its discretion, to accept or refuse an Outturn Request where that request does not provide sufficient notification and/or tonnage.

Without limiting the terms of the Agreement, Viterra reserves the right to refuse to undertake loading in the event of circumstances including (but not limited to):

- unavailability of stock due to routine fumigation;
- unavailability of stock due to weather or other conditions;
- breakdown or unavailability of machinery;
- insect infestation in Grain;
- contaminated rail wagons;
- receiving rail wagons that do not conform to its Safety, Health & Environment requirements; and/or
- any relevant conditions of the Viterra Facility.

Viterra will advise the rail operator and the Client of the inability to load as soon as practicable. However, where practicable, Viterra will use reasonable endeavours to ensure that an Outturn Request can be satisfied.

A written Outturn Order must be placed with the relevant Viterra representative a minimum of 3 business days prior to the planned commencement of outloading to rail.

#### Minimum Wagon Numbers

The minimum number of wagons to be allocated to a Viterra Facility will be on an "as needs" basis and agreed on by all parties. An additional minimum charge of \$210 per wagon will apply if less than the minimum number of wagons is placed for loading, unless agreed in writing by Viterra.

#### Wagon Configuration

Viterra outloading facilities have approximately the following clearances and any wagons used at Viterra Facilities must fit within the applicable clearances:

- top of rail to loading spout: 4.2m;
- centre line of rail to permanent structure: 2.7m.

It is the rail operator's responsibility to ensure its wagons are suitable to load at a Viterra Facility.

## Rail Services Management

All rail services at Viterra Facilities are managed by Viterra. This includes scheduling of trains at all Viterra Facilities and shunting of trains at Port Adelaide and at the strategic Upcountry Receiving Facility of Tailem Bend.

## Storage of Locomotives & Wagons

Storage of locomotives and/or wagons is not permitted at Viterra Facilities or on sidings used to access Viterra Facilities. Locomotives and wagons must only access Viterra Facilities to load and then depart upon completion of loading.

The rail operator must negotiate with Viterra if storage of locomotives and/or wagons is required and permission must be obtained in writing. A penalty of \$10,000 per day or part thereof applies if locomotives and/or wagons are stored at Viterra Facilities or on sidings used to access Viterra Facilities, when written permission has not been obtained from Viterra.

Notwithstanding the above, Viterra reserves the right to remove wagons and locomotives which have been stored without permission and which are disrupting activities at Viterra Facilities.

## Safe Loading Work Practices

The rail operator must have a signed and valid Safety Interface Agreement with Viterra.

The rail operator will supply wagons with top hatch doors which can be opened and closed from ground level by Viterra employees or that can be opened and closed in a manner acceptable to Viterra's safe work practices.

All operators and plant are required to identify and control rail safety risks and comply with Viterra's site safety rules. All site safety rules must be adhered to without negotiation. Site safety rules may vary between Viterra Facilities. It is the responsibility of rail operators to understand the requirements at each Viterra Facility.

## Priority

Viterra will determine the priority of loading and unloading wagons based on shipping demands and contractual commitments.

## Wagons Fit for Purpose

Wagons must be free of insects, free of other contaminants, sealed against water ingress and contain the product loaded without leakage.

All safety devices such as hand brakes, handrails, ladders and brake mechanisms must be in good working order and maintained.

Without limiting the terms of the Agreements, Viterra reserves the right to refuse to load wagons that are not fit for purpose.

## Weighing

Wagons must be fitted with compatible transponder tags for automated weighing at Viterra Facilities. Applicable wagon transponder numbers need to be provided to Viterra's Rail Freight Services Co-ordinator at least 2 working days prior to a movement occurring.

Wagons not fitted with compatible transponder tags will incur a Rail Weighing Fee. This fee may also apply for movements to non-Viterra Facilities (e.g. interstate) where Grain must be weighed prior to loading the train.

## Track Access

It is the responsibility of the rail operator to ensure that it complies with all terms and conditions of the infrastructure manager for track access requirements relating to the sidings on which the Viterra Facilities are located.

## Regulations

It is the responsibility of the rail operator to maintain relevant accreditations and ensure that it complies with all applicable Occupational Health, Safety and Welfare regulations and rail safety law (including the *Rail Safety National Law (South Australia) Act 2012*).

## Discharging at Viterra Facilities

The following conditions apply to rail operators discharging at Viterra Facilities:

### Siding & Discharge Shed Details

Details of rail siding lengths and rail layout within Viterra's rail terminals can be obtained from Viterra.

Where the standard operating procedures to discharge rail within one of Viterra's rail terminals are not able to be met, Viterra reserves the right to charge for any additional operational costs that may be incurred.

### Hours for Discharge

Rail Operators must contact Viterra in respect to discharge arrangements. Discharge outside of the Normal Operating Hours for the Port Terminal will be subject to non-standard labour fees and surcharges as set out in Schedule A.

### Notification

The rail operator must provide Viterra with a minimum of 48 hours notification in writing of any proposal to discharge at Viterra Facilities. Without limiting the terms of the Agreements, Viterra reserves the right to refuse to unload wagons due to:

- lack of storage available for that Grain or segregation;
- lack of a nominated vessel for shipment of that Grain;
- insect infestation in the Grain within the wagon;
- conflicting discharge commitments for priority rail movements;
- wagons being unsafe to discharge;
- plant or equipment breakdown;
- prioritised movements for export; and/or
- any other reason in the sole opinion of Viterra (acting reasonably).

### Minimum Wagon Numbers

A minimum of fifty wagons must be presented for discharge daily unless Viterra has given prior agreement. A penalty of \$200 per wagon will apply for each and every wagon less than 50 in number.

### Wagon Configuration

Wagons must have bottom actuated discharge valves/gates. The discharge valves/gates must be mechanically operated (for example pneumatic valves or other suitable arrangement). Discharge valves/gates must be able to be opened in a safe manner and will be subject to a risk assessment by Viterra staff. All Grain is discharged into rail receival grids which are protected by a shelter. The shelters are approximately 7 metres high and 6 metres wide.

It is the rail operator's responsibility to ensure its wagons are suitable for discharge at a Viterra Facility. If the rail wagons are unable to be discharged due to faulty discharge valves/gates the affected wagons will be isolated pending agreement with the Client of required steps to remediate the situation. The Client to be held responsible for all associated costs of recovering the Grain and reasonable impacts upon Viterra's operations.

### Rail Services Management

All rail services at Viterra Facilities are managed by Viterra's Rail Freight Services Co-ordinator. This includes scheduling of trains at all Viterra Facilities and shunting of trains at Port Adelaide and at the strategic Upcountry Receival Facility of Taillem Bend.

The rail operator is required to contact Viterra's Rail Freight Services Co-ordinator to arrange for movements to take place within Viterra Facilities, including the scheduling of trains into the facilities and the shunting of wagons for loading or unloading.

### Parking or Storing Trains

Wagons may only be placed in Viterra Facilities for discharge and must be removed when empty. Viterra will advise the rail operator when its wagons can be positioned for discharge. The rail operator must not park its train on Viterra Facilities unless otherwise agreed by Viterra.

A penalty of \$15,000 per day or part thereof will apply for breaches of this condition and, notwithstanding the above, Viterra reserves the right to remove wagons and locomotives from any Viterra Facility which have been stored without permission.

### Priority

Viterra will determine the priority for discharge of wagons based on shipping demands and contractual commitments.

### Wagons Fit for Purpose

Viterra reserves the right to refuse to discharge any wagon in which there is an insect infestation or if the wagon is contaminated with other product or if the wagon's discharge cannot be conducted in a safe manner.

## Weighing

Wagons must be fitted with compatible transponder tags for automated weighing at Viterra Facilities. Applicable wagon transponder numbers need to be provided to Viterra's Rail Freight Services Co-ordinator at least 2 working days prior to a movement occurring. Wagons not fitted with compatible transponder tags will incur a Rail Weighing Fee.

All rolling stock used in a rail movement must be detailed (listing wagon type(s) and locomotive class with associated data sheets) to Viterra's Rail Freight Services Co-ordinator to ensure Viterra rail weighers are configured to enable weighing of the train. This information must be supplied at least 15 days prior to the movement occurring.

If calibration of rail weighers is required additional charges may be applicable and payable by the Client.

## Track Access

It is the responsibility of the rail operator to ensure that it complies with all terms and conditions of the infrastructure manager for track access requirements relating to the sidings on which Viterra Facilities are located.

Access to Viterra's rail siding at Outer Harbor will require a written request from the Client. Viterra in its sole discretion, may grant access if the Client has completed a Safety Interface Agreement.

## Safety Interface Agreement

The rail operator must have a signed and valid Safety Interface Agreement with Viterra.

## Regulations

It is the responsibility of the rail operator to maintain relevant accreditations and ensure that it complies with all applicable Occupational Health, Safety and Welfare regulations and rail safety law (including the *Rail Safety National Law (South Australia) Act 2012*).

Viterra's site safety rules must be adhered to without negotiation. Site safety rules may vary between sites. It is the responsibility of rail operators to understand the requirements at each Viterra Facility.

## Delays

Viterra will not accept any responsibility for delays unless otherwise agreed in writing with the rail operator prior to the commencement of the movement.

## Rail Safety Accreditation

The rail operator must be an accredited rail operator and carry out operations in accordance with the Rail Safety National Law.

## Indemnity

Without limiting any indemnity in the Agreements, each Client must indemnify Viterra (where applicable) against all claims related to:

- the death or injury of any person or loss or damage to any Viterra equipment or Viterra's nominated rail service provider's equipment;
- the use by the operator of Viterra's nominated rail service provider's shunting services and the rail load/unloading equipment or the acts and omissions of a third party arising in connection with the use by the operator of Viterra's nominated rail service provider's shunting services or the rail load/unloading equipment.

No access will be granted, or deemed to have been granted, without this indemnity being in place, regardless of any other negotiations or agreements that may be current at the time.

## Grain Spillage

In the event of any Grain spillage due to open wagon discharge valves/gates or derailment on Viterra Facilities, the cost of recovery of the Grain and any loss of tonnage or reduction in quality of the Grain will be the responsibility of the Client.

It is the rail operator's responsibility to ensure the discharge valves/gates under the wagons are closed prior to the commencement of loading.

# Schedule K

## Sampling Provisions



If a physical sample of Grain is required by a Client, Viterra provides to Clients a number of standard and customised sampling options.

This Schedule provides details on the available sampling processes for Grain and Grades and the relevant conditions to obtain those samples.

The following General Conditions apply to all sampling requests:

- requests for samples must be made to Viterra;
- requests for sampling are subject to Viterra, acting reasonably, accepting the sampling requirements;
- the Client must pay all applicable charges (including the Sample Request Fee) on receipt of an invoice from Viterra;
- postage costs additional to Sample Request Fee, will be charged to Client; and
- samples will be sent to Australian addresses only.

### Customised Sampling

Port Zone Harvest Sample:

Port Zone	Port Adelaide, Port Giles, Port Lincoln, Thevenard, Wallaroo
Maximum Sample per Grade	10kg per major grades, canola 5kg per minor grades, pulses. (maximum 1 request per Client per Grade per Service Year)
Last date for request	5pm (Adelaide time) Wednesday 18 <sup>th</sup> October 2023

Any request for a Port Zone Sample will be subject to the following conditions:

- Viterra will use reasonable endeavours to dispatch the sample prior to 31 January (following an accepted request) but this is dependent on harvest receivals (both timing and tonnage);
- receivals by Viterra for the relevant Grade in the Port Zone must exceed 15,000mt;
- the Client's ownership for the relevant Grade in the Port Zone must exceed 5,000mt for major grades and canola and 2,500mt for minor grades and pulses; and
- sample includes approx. 80% of receival tonnage within the Port Zone.

### Ad Hoc Sample:

Viterra Facility	All Viterra Facilities
Maximum Sample	2kg per Viterra Facility per Grade
Grades	All Grades
Date for request	Any time after 1 March during a Service Year

Any request for an Ad Hoc Sample will be subject to the following conditions:

- availability of samples for a particular Grade will be subject to Grain accessibility at the applicable Viterra Facility;
- Client must allow a minimum of 1 week for Major Grades and 3 weeks for Other Grades;
- receivals by Viterra for the relevant Grade at the Viterra Facility must exceed 1,000mt; and
- the Client's ownership must exceed 100mt of the Grade at the Viterra Facility.

### Pre-Shipment Sample:

Viterra Facility	All Port Terminal Facilities
Maximum Sample	2kg per Grade on the relevant vessel
Grades	All Grades as advised on a valid and accepted Vessel Booking Form
Last date for request	On naming of the Vessel

### Standard Shipping Sample included in the Port Handling & Shipping Fee:

Viterra Facility	All Port Terminal Facilities
Maximum Sample	2kg per vessel hatch 3kg per composite sample per load grade Additional samples available at extra cost
Grades	All Grades as advised on a valid and accepted Vessel Booking Form
Last date for request	Written notice on a Vessel Booking Form is required no later than 2 business days prior to the vessel load dates published on the Shipping Stem

# Schedule L

## Oversize Vessels all Ports



Any Client intending to load vessels needs to be fully aware of issues associated with the loading of “oversize” vessels.

Viterra has produced a Fact Sheet to assist Clients when securing suitable vessels to load at ports. This fact sheet is available online at [viterra.com.au](http://viterra.com.au).

Please ensure you liaise with your Shipping Agent as well as Viterra to ensure that the vessel will be within port restrictions and suitable for loading at the Viterra Facility.

Viterra is not liable to the Client if Viterra reasonably rejects a request by a Client to load an oversized vessel including in respect of any delays or loss suffered by the Client in procuring an alternative vessel, the Client being reprioritised on the Shipping Stem or being required to load at an alternative Port Terminal.

Approval or consent given by Viterra to load an oversize vessel does not place any obligation or liability on Viterra. The risk of delays and responsibility for safely carrying out cargo operations of an oversize vessel remains with the Client at all times.

The Client is liable for any costs incurred by Viterra associated with loading delays as a result of oversize vessels. Viterra reserve the right to instruct any oversize vessel to vacate the berth so as not to impact other vessels on the stem if necessary.

Viterra also reserve the right to request the Client to collect at their cost any stock from the Port Terminal that has been accumulated for such vessel that cannot then be loaded due to the vessel being oversized.

### Specific requirements for Assessment to Load at Inner Harbour Berth 27

Viterra will not allow an “oversize” vessel to load at Berth 27 if:

- the Client does not satisfy the conditions in this Schedule in all respects; and
- Viterra otherwise determines that the vessel is either unable to load, or cannot be loaded without significant delays, impacts on efficiency and/or impacts on other users of Berth 27, due to the size and/or configuration of the vessel.

To allow Viterra to properly assess an “oversize” vessel, for loading at Berth 27, no later than 14 days prior to the vessel’s ETA, the Client must provide to Viterra the following:

- vessel’s airdraft FWD, Mid Ship and AFT when the vessel is in its fully ballasted condition (where the airdraft measurement needs to be the distance from the water level to the top of the ship’s rail or the top of the hatch cover in its open position, whichever is the greatest);
- the vessel’s proposed loading/stowage plan; and
- the estimated departure drafts.

This information is in addition to the requirements of the Port Loading Protocols (including Table A Requirements).

The calculation of the Berth 27 workable airdraft is:

- Airdraft at “chart datum” = 15.0m.  
This is the distance from the water line to the loading arm at the wharf face, when the loading arm is in the maximum operating position of 15 degrees. An angle of the loading arm greater than 15 degrees results in the Grain flowing “backwards” on the belt and ultimately spilling onto the wharf.
- Less: 0.3m clearance required between the loader and the top of the hatch cover or hatch coaming.
- Less: the predicted tide on the proposed dates of loading.
- Equals: the workable airdraft.

As soon as possible after receipt of all required information from the Client, Viterra will assess the information and advise the Client as to whether Viterra will accept the vessel for loading at Berth 27.

In making this assessment, Viterra will consider the following:

- whether the vessel can safely achieve the required airdraft to allow loading operations, based upon information provided to Viterra and calculations made using predicted tides;
- whether the vessel can load projected cargo/stowage plan and achieve required sailing drafts based upon predicted tides; and
- any other relevant matters Viterra reasonably considers necessary to determine whether the vessel can be loaded without significant delays, impacts on efficiency and/or impacts on other users of Berth 27.

The Client acknowledges that, due to the complexity of tides, tidal predictions used in these calculations may differ from what is experienced on any given day of loading.