

# Pricing, Procedures & Protocols Manual 2020/21

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

- the 2020/21 Season Storage & Handling Agreement (**S&H Agreement**);
- the 2020/21 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.

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# Schedule A – Storage & Handling Charges 2020/21

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

These Charges are effective from **1 October 2020**.

This schedule should be read in conjunction with Attachment 1 - Storage & Handling Charges 2020/21 Explanatory Notes.

## A. RECEIVAL, STORAGE & SHRINKAGE

### A1. Receival Fee

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

|                                           | Major Wheat<br>\$/mt | Minor Wheat<br>\$/mt | Other Barley<br>\$/mt | Malting Barley<br>\$/mt | Minor Cereals<br>& Canola<br>\$/mt | Pulses<br>\$/mt |
|-------------------------------------------|----------------------|----------------------|-----------------------|-------------------------|------------------------------------|-----------------|
| <b>Upcountry Receival Facility</b>        | \$13.17              | \$14.68              | \$13.42               | \$14.68                 | \$18.46                            | \$14.68         |
| <b>Port Terminal (excluding Wallaroo)</b> | \$17.41              | \$18.95              | \$17.66               | \$18.95                 | \$22.39                            | \$14.68         |
| <b>Wallaroo Port Terminal</b>             | \$17.92              | \$19.46              | \$18.18               | \$19.46                 | \$22.91                            | \$15.54         |
| <b>Notional Ports</b>                     | \$20.32              | \$21.83              | \$20.57               | \$21.83                 | \$25.61                            | \$21.83         |

## A2. Monthly Storage for 2020/21 Season grain

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

|                                           | 2020/21 Season                        |                |                | 2020/21 Season held in Notional Ports |                |                |
|-------------------------------------------|---------------------------------------|----------------|----------------|---------------------------------------|----------------|----------------|
|                                           | Wheat, Barley & Minor Cereals \$ / mt | Canola \$ / mt | Pulses \$ / mt | Wheat, Barley & Minor Cereals \$ / mt | Canola \$ / mt | Pulses \$ / mt |
| <b>Monthly charge Oct 2020 - Aug 2021</b> | \$1.65                                | \$1.70         | \$1.75         | \$1.50                                | \$1.60         | \$1.65         |
| <b>Monthly charge Sep 2021</b>            | \$3.80                                | \$4.00         | \$4.05         | \$3.70                                | \$3.90         | \$3.95         |

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 2020/21 in store

|                                           | 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 |
| <b>Monthly charge Oct 2020 - Nov 2020</b> | \$3.80                                | \$4.00         | \$4.05         | \$3.70                                | \$3.90         | \$3.95         |
| <b>Monthly charge Dec 2020 - Aug 2021</b> | \$2.75                                | \$2.80         | \$2.90         | \$2.65                                | \$2.70         | \$2.80         |
| <b>Monthly charge Sep 2021</b>            | \$3.80                                | \$4.00         | \$4.05         | \$3.70                                | \$3.90         | \$3.95         |

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.

## 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 | Walleroo \$ / mt |
|-------------------------------------------|-------------------------------------|--------------------|----------------------|-------------------|------------------|
| <b>Monthly charge Feb 2021 - Mar 2021</b> | \$0.55                              | \$0.25             | \$0.55               | \$0.25            | \$0.25           |
| <b>Monthly charge Apr 2021 - Sep 2021</b> | \$0.55                              | \$0.35             | \$0.55               | \$0.35            | \$0.35           |

## A5. Shrinkage Factor

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

Note - Dust is in addition to shrinkage (refer to C7 of this Schedule)

## B. MOVEMENTS AND OUTTURNS

### B1. Outturn Fee

|                          |             |
|--------------------------|-------------|
| Domestic Outturn Fee     | \$4.00 / mt |
| Site to Site Outturn Fee | \$3.35 / mt |
| Outturn Surcharge        | POA         |

### B2. Port Inloading Fee

|                                                        |             |
|--------------------------------------------------------|-------------|
| All Port Terminals (except Port Adelaide Outer Harbor) | \$4.40 / mt |
| Port Adelaide Outer Harbor                             | \$4.00 / mt |
| Inloading Surcharge                                    | POA         |

### B3. Third Party Receival Fee

Refer Explanatory Notes for description of service

| Major & Minor<br>Wheat<br>\$/ mt | Other Barley<br>\$/ mt | Malting Barley<br>\$/ mt | Minor Cereals,<br>Canola & Pulses<br>\$/ mt |
|----------------------------------|------------------------|--------------------------|---------------------------------------------|
| \$2.83                           | \$2.83                 | \$4.18                   | POA                                         |

### B4. Export Select Rebate

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

|                                                                                             |             |
|---------------------------------------------------------------------------------------------|-------------|
| 2020/21 Season Grain Only<br>This rebate is available from 1 October 2020 - 15 January 2021 | \$0.60 / mt |
|---------------------------------------------------------------------------------------------|-------------|

### B5. Other Fees

|                                            |             |
|--------------------------------------------|-------------|
| Return Fee                                 | \$8.35 / mt |
| Reposition Fee                             | POA         |
| Rail Weighing Fee                          | \$3.60 / mt |
| Under Performance Fee                      | \$2.50 / mt |
| Inner Harbour to Outer Harbor Movement Fee | 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 | Walleroo \$ / mt |
|-------------------------------------|------------------------------------|--------------------|----------------------|-------------------|------------------|
| \$16.50                             | \$14.55                            | \$14.85            | \$14.75              | \$17.60           | \$17.60          |

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

### C4. 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 |

### C5. 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                                                                             |

### C6. 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         |

### C7. Dust Factor

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

### C8. Minimum Cargo Lift Fee

|                                                                    |             |
|--------------------------------------------------------------------|-------------|
| All vessels loaded with less than 15,000mt (for all tonnes loaded) | \$1.55 / mt |
|--------------------------------------------------------------------|-------------|

### C9. Port Terminal Utilisation Fee

|                                       |          |
|---------------------------------------|----------|
| Port Terminal Utilisation Fee per day | \$10,000 |
|---------------------------------------|----------|

### C10. Splash (Gang Labour) Trimming

|                                  |         |
|----------------------------------|---------|
| Weekday rate per hour per person | \$73.50 |
| Weekend rate per hour per person | \$91.90 |

### C11. Elective Shipping Fees

|                                         |                            |
|-----------------------------------------|----------------------------|
| Blending Fee (Customised Cargo Loading) | \$1.35 / mt                |
| Extraordinary Fumigation Fee            | POA                        |
| Cell Reservation Fee                    | POA                        |
| Overtime Labour Fee                     | Refer to Schedule I        |
| Non-loading Labour Fee                  | Refer to 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<br>Note - Client is responsible for outstanding fees owed by Grower | No fee      |

### D2. Outturn Certificate Fee

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

### D3. Customised Sample Request Fee

|                                                                                                                |            |
|----------------------------------------------------------------------------------------------------------------|------------|
| Port Zone Samples                                                                                              | \$310 each |
| Mid Harvest Port Zone Samples                                                                                  | \$260 each |
| Ad Hoc Samples                                                                                                 | \$145 each |
| Pre Shipment Samples (per parcel)                                                                              | \$270 each |
| Shipping Samples<br>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 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 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).

**Major Wheat** means ASW1, APW1 and H2.

**Malting Barley** means CM1, CO1, LA1, PL1, SO1, 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, F1, F2, F3, and F4.

**Pulses** means broad beans, faba beans, peas, lentils, lupins, chickpeas & vetch.

**Normal Operating Hours** means, in respect of a Viterra Facility, the normal operating hours as set out in Schedule D.

**Notional Port** means Notional Port Adelaide, 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 2020/21

### Explanatory Notes

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

#### A. RECEIVAL, STORAGE & SHRINKAGE

##### A1. Receival Fee

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

The difference in Receival Fee between:

- (a) Port Terminals (generally) and the Wallaroo Port Terminal reflects the difference between efficiency between 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 Receival Fee is payable by the Client at the time of receival or transfer in store.

The Receival Fee includes the following Services whether the relevant receival is at an Upcountry Receival Facility or at a Port Terminal:

- receival, ex-grower or from sources external to Viterra (not including receival from an Approved Third Party Store);
- initial truck marshalling;
- significant sampling, testing and classification on delivery;
- performance of Road "Chain of Responsibility" 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 receival weighnotes;
- access to transactional information on the Ezigrain Website;
- centralised recording and storage of transactional data for statutory periods;
- chemical residue testing after receival (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;
- repositioning of Grain into shipping storage as required for cargo accumulation;
- short term shipping storage as required for cargo accumulation.

##### A2. Monthly Storage for 2020/21 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 2020/21 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) 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) 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 C7.

## B. MOVEMENTS AND 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 Receival Fee between the ports reflects the differing levels of utilisation of infrastructure and costs associated 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. The Out of Normal Operating Hours Inloading Surcharge will be in addition to the applicable Port Inloading Fee.

### B3. Third Party Receival Fee

The Third Party Receival 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 Receival at Viterra Facility Fee

The Receival at Viterra Facility 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 Receival at Viterra Facility 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" 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 Receival at Viterra Facility 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 and duration of application;
- any other chemical treatments; and
- any fumigant or chemical residues.

#### B4. Export Select Rebate

The Export Select Rebate will apply when the Client transfers Grain into Export Select between 1 October 2020 and 15 January 2021. 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.

#### B5. 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 Minimum Daily Intake Tonnage requirements at the Viterra Facility (refer Schedule F) and the outturn tonnage requirements upcountry.

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.

**Inner Harbour to Outer Harbor Movement Fee:** Applies where a Client's grain is moved between Inner Harbour & Outer Harbor.

## 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. 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 any of its obligations under the Port Loading Protocols (including failing to pay Viterra's Charges on time) may result in loss of the booking and forfeiture of the Booking Fee.

The Booking Fee 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.

### 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 as set out in 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 2020, 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. This means that:

- (i) if some or all of the surrendered Capacity is the subject of a new Booking, the Client that makes the new Booking will be responsible for paying any Lost Capacity Fee in respect of the Capacity covered by the new Booking (and the Client that surrendered the Booking will remain responsible for paying any Lost Capacity Fee in respect of Capacity that is not covered by the new Booking); and
- (ii) if Viterra decides not to make some or all of the surrendered Capacity available for new Bookings, the Client that surrendered the Booking will only be responsible for paying any Lost Capacity Fee in respect of Capacity that Viterra offers to, and which is not the subject of a new Booking by, other Clients.

(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.

(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 C11.

(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. 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.

**C5. 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 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.

**C6. Shipping Repositioning Fee**

The Shipping Repositioning Fee applies in the following circumstances and incurs the corresponding fee set out in section C6:

- 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; or
- repositioning of shipping stock from Outer Harbor to Inner Harbour (including Outturn at Outer Harbor, freight & Port Inloading at Inner Harbour).

**C7. 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.

**C8. 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 C8. The fee is a port specific fee and applies regardless of total tonnes loaded across multiple Port Terminals.

**C9. 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.

**C10. 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.

## C11. 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.

**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.

**Overtime Labour Fee:** The Overtime Labour fee applies in the circumstances, and amounts, set out in Schedule I.

**Non-loading Labour Fee:** The Non-loading Labour Fee is applicable when ordered labour is not fully utilised or not cancelled in adherence with the conditions as set out in Schedule I.

## 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. Outturn Certificate Fee

The Outturn Certificate Fee applies to the provision of an Outturn certificate (or copy of an Outturn certificate) if requested by the Client.

The Outturn Certificate Fee applies in respect of each Outturn certificate issued.

The Outturn certificate will be in Viterra standard format (as amended from time to time), outlining the treatment and quality details for an individual outturn.

### 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 Set Up 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 and 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 Receiving Facility; or
- a combination of the above.

## EXPORT SELECT

### Overview

Clients accumulating Grain from a Viterra Upcountry Receiving 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 Receiving 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 Receiving 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 Receiving 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

- A. 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.
- B. 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 Only sites) it wishes its Grain to be excluded from the Export Select option.
- C. 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.
- D. 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 Port Adelaide (Inner Harbour & Outer Harbor), Export Select Wallaroo and Export Select Port Giles.
- E. Export Select rates are as published by Viterra at [viterra.com.au](http://viterra.com.au) and updated from time to time.



- F. 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.
- G. 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:
  - (a) title to the Outturned Grain vests in the Client; and
  - (b) 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:
  - (a) there may be capacity constraints;
  - (b) other Client's vessels may have failed survey and have caused disruption and/or delays to accumulation plans;
  - (c) 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 only". 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 only" 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 Only" 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 other than Grain moved from Viterra Upcountry Receival Facilities by Export Select.

This can include Grain:

- accumulated direct from growers into Port Terminals at harvest; 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 2020/21 Season
- The Port terminal Services Agreement for the 2020/21 Season
- Any other agreement allowing access to Viterra's Port Terminals for the 2020/21 Season

(collectively **the Agreements**).

All Purchase Options (including any amendments to Purchase Options) must be submitted using Viterra's 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 AND 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); and
  - (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 at Site), 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 and 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.

### **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 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:

- 250 tonnes over or under the Limit, in the event the Client sets a Limit greater than or equal to 250 tonnes;
- 100 tonnes over or under the Limit, in the event the Client sets a Limit less than 250 tonnes.

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

## PRICES ON WEIGHNOTES AND TRANSFERS

Where applicable, the price per tonne will be recorded on a Weighnote or transfer based on the actual information supplied by the Client.

If there is a discrepancy between the price recorded on a Weighnote at the time the Grain is delivered or transferred and the Posted Price at that time, the price to be paid to the Grower will be the price stated on the Weighnote or transfer.

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 may, at its option, remove some or all of the Client's Purchase Options for that Binned Grade or Grain for physical deliveries. The Client agrees that Viterra will not be liable for, and Viterra 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 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

The table below outlines, on a site by site basis, the categorisation of each Viterra Facility for the purpose of Grain Outturn, for both export and domestic purposes.

Each Viterra Facility may have a combination of Grades or commodities, some of which are designated Export Select only. Domestic and Export Standard status refers only to the extent of commodities or Grades not designated as Export Select.

Normal operating hours are 7.30am to 3.30pm.

Any Viterra Facilities not on the list below will be considered Export Select only, unless otherwise agreed/communicated.

| Viterra Facility Name                | Site Code | Wheat<br>All Grades<br>(excluding Durum & Soft) | Other Barley       | Malting Barley |
|--------------------------------------|-----------|-------------------------------------------------|--------------------|----------------|
| <b>ADELAIDE REGION</b>               |           |                                                 |                    |                |
| <b>Outer Harbor</b>                  | OHB       |                                                 |                    |                |
| <b>Port Adelaide , Inner Harbour</b> | ADE       |                                                 |                    |                |
| <b>CENTRAL REGION</b>                |           |                                                 |                    |                |
| <b>Ardrossan</b>                     | ARD       |                                                 |                    |                |
| <b>Balaklava</b>                     | BAL       |                                                 |                    |                |
| <b>Booleroo Centre</b>               | BOO       | Export Select only                              | Export Select only |                |
| <b>Bowmans</b>                       | BOW       | Export Select only                              | Export Select only |                |
| <b>Bute</b>                          | BUT       |                                                 |                    |                |
| <b>Crystal Brook</b>                 | CRY       | Export Select only                              | Export Select only |                |
| <b>Eudunda</b>                       | EUD       |                                                 |                    |                |
| <b>Gladstone</b>                     | GLA       | Export Select only                              | Export Select only |                |
| <b>Jamestown</b>                     | JAM       |                                                 |                    |                |
| <b>Owen</b>                          | OWE       |                                                 |                    |                |
| <b>Port Giles</b>                    | GIL       |                                                 |                    |                |
| <b>Port Pirie</b>                    | PIR       |                                                 |                    |                |
| <b>Roseworthy</b>                    | ROS       | Export Select only                              | Export Select only |                |
| <b>Saddleworth</b>                   | SAD       |                                                 |                    |                |
| <b>Snowtown</b>                      | SNO       | Export Select only                              | Export Select only |                |
| <b>Wallaroo</b>                      | WAL       |                                                 |                    |                |
| <b>EASTERN REGION</b>                |           |                                                 |                    |                |
| <b>Apamurra</b>                      | APA       |                                                 |                    |                |
| <b>Bordertown</b>                    | BOR       |                                                 |                    |                |
| <b>Coonalpyn</b>                     | CON       |                                                 |                    |                |
| <b>Dooen</b>                         | DOO       |                                                 |                    |                |
| <b>Frances</b>                       | FRA       |                                                 |                    |                |
| <b>Karoonda</b>                      | KAR       |                                                 |                    |                |
| <b>Keith</b>                         | KEI       | Export Select only                              | Export Select only |                |

| Viterra Facility Name | Site Code | Wheat<br>All Grades<br>(excluding Durum & Soft) | Other Barley       | Malting Barley |
|-----------------------|-----------|-------------------------------------------------|--------------------|----------------|
| Lameroo               | LAM       |                                                 |                    |                |
| Loxton                | LOX       |                                                 |                    |                |
| Monarto South         | MON       |                                                 |                    |                |
| Pinnaroo              | PNR       |                                                 |                    |                |
| Strathalbyn           | SBN       |                                                 |                    |                |
| Tailem Bend           | TAI       |                                                 |                    |                |
| Werrimull             | WER       | Export Select only                              | Export Select only |                |
| Wolseley              | WOL       |                                                 |                    |                |
| <b>WESTERN REGION</b> |           |                                                 |                    |                |
| Arno Bay              | ARN       | Export Select only                              | Export Select only |                |
| Buckleboo             | BUC       | Export Select only                              | Export Select only |                |
| Cummins               | CUM       | Export Select only                              | Export Select only |                |
| Darke Peak            | DAR       |                                                 |                    |                |
| Edillilie             | EDI       |                                                 |                    |                |
| Elliston              | ELL       | Export Select only                              | Export Select only |                |
| Kapinnie              | KPI       |                                                 |                    |                |
| Kimba                 | KIM       |                                                 |                    |                |
| Lock                  | LOC       | Export Select only                              | Export Select only |                |
| Nunjikompita          | NUN       | Export Select only                              | Export Select only |                |
| Penong                | PEN       | Export Select only                              | Export Select only |                |
| Poochera              | POO       |                                                 |                    |                |
| Port Lincoln          | LIN       |                                                 |                    |                |
| Port Neill            | NEI       |                                                 |                    |                |
| Rudall                | RUD       | Export Select only                              | Export Select only |                |
| Streaky Bay           | STB       |                                                 |                    |                |
| Thevenard             | THE       |                                                 |                    |                |
| Tumby Bay             | TUM       | Export Select only                              | Export Select only |                |
| Warrambo              | WAR       |                                                 |                    |                |
| Wirrulla              | WRL       |                                                 |                    |                |
| Witera                | WIT       | Export Select only                              | Export Select only |                |
| Wudinna               | WUD       | Export Select only                              | Export Select only |                |
| Yeelanna              | YEE       |                                                 |                    |                |



# Schedule E – Domestic Outturn and Export Standard Conditions

This Schedule sets out the conditions that apply to the domestic Outturn of Grain and to the Export Standard service.

## 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.

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 AND TONNAGES

All domestic outturn tonnage requirements for the following week must be submitted to Viterra by Tuesday 12.00pm.

All domestic Outturn orders must be received by no later than 12.00pm Friday of the week prior to the requested Outturn. Trucks must book in by no later than 1.30pm the Business Day prior to the requested Outturn.

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;
- breakdown or unavailability of machinery;
- where resources are allocated to outloading of rail;
- 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.

## STOCK SWAPS

Viterra may facilitate stock swaps between Viterra Facilities as required.

## 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” 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

### 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 Receival 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 Receival Facilities.

Viterra requires the following minimum notice before movements can commence:

- in harvest (between 1 October in a Service Year until 1 March in that same Service Year) - 1 Business Day; and
- out of harvest - 2 Business Days.

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)).

## **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 Receival Hours at Terminals

Viterra will provide a standard road receival 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   | Minimum Tonnes Outturn<br>(per day, all Commodities) |
|------------|----------------------------------|----------|------------------------------------------------------|
| ADE        | Inner Harbour (Terminal)         | Adelaide | 1,500                                                |
| APA        | Apamurra                         | Eastern  | 600                                                  |
| ARD        | Ardrossan (Block 1)              | Central  | 2,600                                                |
| ARD        | Ardrossan (Block 2)              | Central  | 1,400                                                |
| ARD        | Ardrossan (Block 3)              | Central  | 2,100                                                |
| ARD        | Ardrossan (Bunkers)              | Central  | 2,250                                                |
| ARD        | Ardrossan                        | Central  | 850                                                  |
| ARN        | Arno Bay (Block 2)               | Western  | 900                                                  |
| ARN        | Arno Bay (Blocks 1,3 & 4)        | Western  | 450                                                  |
| ARN        | Arno Bay (Block 5 shed)          | Western  | 1,350                                                |
| ARN        | Arno Bay (Bunkers)               | Western  | 1,800                                                |
| BAL        | Balaklava (Block 2 & 3)          | Central  | 600                                                  |
| BAL        | Balaklava (Block 4)              | Central  | 1,000                                                |
| BOO        | Booloroo Centre                  | Central  | 850                                                  |
| BOR        | Bordertown                       | Eastern  | 600                                                  |
| BOW        | Bowmans                          | Central  | 2,250                                                |
| BUC        | Buckleboo                        | Western  | 650                                                  |
| BUT        | Bute                             | Central  | 850                                                  |
| CON        | Coonalpyn                        | Eastern  | 800                                                  |
| CRY        | Crystal Brook (Block 1)          | Central  | 1,000                                                |
| CRY        | Crystal Brook (Block 2)          | Central  | 800                                                  |
| CRY        | Crystal Brook (Block 3)          | Central  | 1,000                                                |
| CRY        | Crystal Brook (Bunker)           | Central  | 1,500                                                |
| CUM        | Cummins (Town Site, Block 1 & 2) | Western  | 650                                                  |
| CUM        | Cummins (Town Site Block 3)      | Western  | 1,200                                                |
| CUM        | Cummins (Bunkers)                | Western  | 2,300                                                |
| CUM        | Cummins (Sheds)                  | Western  | 2,000                                                |
| DAR        | Darke Peak                       | Western  | 650                                                  |
| EDI        | Edillilie                        | Western  | 650                                                  |
| ELL        | Elliston (Blocks 1 & 2)          | Western  | 350                                                  |
| ELL        | Elliston (Block 3)               | Western  | 900                                                  |
| EUD        | Eudunda (Block 1 & 2)            | Central  | 350                                                  |
| EUD        | Eudunda (Block 3)                | Central  | 700                                                  |
| FRA        | Frances (Block 1)                | Eastern  | 300                                                  |

| Short Code | Viterra Facility                       | Region  | Minimum Tonnes Outturn<br>(per day, all Commodities) |
|------------|----------------------------------------|---------|------------------------------------------------------|
| FRA        | Frances (All other Blocks)             | Eastern | 500                                                  |
| GIL        | Port Giles (Terminal)                  | Central | 2,000                                                |
| GIL        | Port Giles (Bunker)                    | Central | 2,000                                                |
| GLA        | Gladstone (Bunker & Shed)              | Central | 2,000                                                |
| GLA        | Gladstone (Town)                       | Central | 800                                                  |
| JAM        | Jamestown (Block 1 & 2)                | Central | 650                                                  |
| JAM        | Jamestown (Block 3)                    | Central | 1,200                                                |
| KAR        | Karoonda (Town)                        | Eastern | 800                                                  |
| KAR        | Karoonda (Bunker)                      | Eastern | 800                                                  |
| KEI        | Keith                                  | Eastern | 700                                                  |
| KIM        | Kimba                                  | Western | 650                                                  |
| KIM        | Kimba (Bunkers)                        | Western | 1,600                                                |
| KPI        | Kapinnie                               | Western | 650                                                  |
| LAM        | Lameroo                                | Eastern | 500                                                  |
| LIN        | Port Lincoln (Terminal)                | Western | 1,500                                                |
| LOC        | Lock (Other)                           | Western | 650                                                  |
| LOC        | Lock (Bunkers)                         | Western | 1,800                                                |
| LOX        | Loxton                                 | Eastern | 1,000                                                |
| MON        | Monarto South                          | Eastern | 400                                                  |
| NEI        | Port Neill                             | Western | 900                                                  |
| NUN        | Nunjikompita (Blocks 1 & 2)            | Western | 350                                                  |
| NUN        | Nunjikompita (Blocks 3 & 4)            | Western | 650                                                  |
| OWE        | Owen                                   | Central | 700                                                  |
| PEN        | Penong                                 | Western | 650                                                  |
| PIR        | Port Pirie                             | Central | 2,000                                                |
| PNR        | Pinnaroo (Town)                        | Eastern | 800                                                  |
| PNR        | Pinnaroo (Bunker)                      | Eastern | 800                                                  |
| POO        | Poochera                               | Western | 650                                                  |
| ROS        | Roseworthy (Block 1, 2 & 3)            | Central | 750                                                  |
| ROS        | Roseworthy (Shed)                      | Central | 1,500                                                |
| ROS        | Roseworthy (Bunker)                    | Central | 2,000                                                |
| RUD        | Rudall (Other)                         | Western | 840                                                  |
| RUD        | Rudall (Bunkers & Shed)                | Western | 2,000                                                |
| SAD        | Saddleworth (Block 1)                  | Central | 700                                                  |
| SAD        | Saddleworth (Block 2)                  | Central | 900                                                  |
| SAD        | Saddleworth (Bunkers)                  | Central | 1,600                                                |
| SBN        | Strathalbyn                            | Eastern | 400                                                  |
| SNO        | Snowtown (Town Shed)                   | Central | 1,000                                                |
| SNO        | Snowtown (Town Block 2)                | Central | 450                                                  |
| SNO        | Snowtown (Bunker site, including Shed) | Central | 2,000                                                |
| STB        | Streaky Bay                            | Western | 650                                                  |
| TAI        | Tailem Bend                            | Eastern | 1,500                                                |
| THE        | Thevenard                              | Western | 650                                                  |
| THE        | Thevenard (Bunkers)                    | Western | 1,200                                                |

| Short Code | Viterra Facility               | Region  | Minimum Tonnes Outturn (per day, all Commodities) |
|------------|--------------------------------|---------|---------------------------------------------------|
| TUM        | Tumby Bay (Concrete Verticals) | Western | 900                                               |
| TUM        | Tumby Bay (Shed)               | Western | 2,200                                             |
| TUM        | Tumby Bay (Bunkers)            | Western | 2,600                                             |
| WAL        | Wallaroo (Block 2)             | Central | 600                                               |
| WAL        | Wallaroo (Block 3,4,5,6 & 7)   | Central | 1,200                                             |
| WAL        | Wallaroo (Block 8)             | Central | 2,000                                             |
| WAL        | Wallaroo (Bunkers)             | Central | 2,000                                             |
| WAR        | Warrambo                       | Western | 600                                               |
| WER        | Werrimull                      | Eastern | 800                                               |
| WIT        | Witera                         | Western | 650                                               |
| WIT        | Witera (Bunkers)               | Western | 1,800                                             |
| WOL        | Wolseley                       | Eastern | 1,000                                             |
| WRL        | Wirrulla                       | Western | 840                                               |
| WUD        | Wudinna (Other)                | Western | 650                                               |
| WUD        | Wudinna (Bunkers)              | Western | 1,800                                             |
| YEE        | Yeelanna                       | Western | 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          | Min Daily (wheat equivalent) tonnage |
|------------|---------------|--------------------------------------|
| ADE        | Port Adelaide | 2,200                                |
| OHB        | Outer Harbor  | 2,200                                |
| GIL        | Port Giles    | 2,300                                |
| LIN        | Port Lincoln  | 2,200                                |
| 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 2020/21

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

## CONTAMINANTS AND RESIDUE

### Outturn (Classification) Standards 2020/21

|                 |                                                                                                  |                           |
|-----------------|--------------------------------------------------------------------------------------------------|---------------------------|
| 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 receiveal standard |

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

|                                      |   |
|--------------------------------------|---|
| <10cm in length and/or 1 cm in width | 1 |
| >10cm in length and/or 1 cm in width | 1 |

### Stones

|                                                                                                        |           |
|--------------------------------------------------------------------------------------------------------|-----------|
| Weight of all stones retained above the commodity screen, maximum weight per two and half (2.5) litres | 4.0 grams |
|--------------------------------------------------------------------------------------------------------|-----------|

## OUTTURN STANDARDS FOR PULSES

Viterra has employed a sliding scale for Farmer Dressed Outturn Specifications from **1 May 2021**.

From **1 August 2021** the Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

### FABA BEANS

#### FIEV (Fiesta Type varieties )

##### Receival

Total defective grains max 10% by weight, including:

- Max 7% by weight poor colour;
- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 400g.

##### Outturn Standard

|                                        |                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective grains max <b>14%</b> 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 mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>16%</b> by weight including max 8% by weight poor colour.                                                                                                                                                                                                                                                      |
| <b>June 2021</b>                       | Total defective grains max <b>17%</b> by weight including max 9% by weight poor colour.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>18%</b> by weight including max 10% by weight poor colour.                                                                                                                                                                                                                                                     |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                                                                   |
| <b>From 1<sup>st</sup> August 2021</b> | 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 seeds including:

- Max 20% by weight defective material other than poor colour;
- No limit on poor colour;
- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 400g.

##### Outturn Standard

|                                        |                                                                                                                                                                                                                           |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | No limit on Total defective seeds including: <ul style="list-style-type: none"> <li>· Max 1% by weight mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on defective material.<br><b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                      |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                     |

## LENTILS

### Red Lentils

#### 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 0.5% by weight mould (field and/or storage), caked, bin burnt and heat damaged.

#### Outturn Standard

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective grains max <b>10%</b> 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>· Max 1% by weight mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>14%</b> by weight including max 2% by weight poor colour seed coat and 1% by weight max poor colour kernel.                                                                                                                                                                                                                                                              |
| <b>June 2021</b>                       | Total defective grains max <b>15%</b> by weight including max 3% by weight poor colour seed coat and 1% by weight max poor colour kernel.                                                                                                                                                                                                                                                              |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>16%</b> by weight including max 3% by weight poor colour seed coat and 1% by weight max poor colour kernel.                                                                                                                                                                                                                                                              |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                                                                                                                             |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                                                                                                                                                                                                  |

### Red Lentils (Cleaning 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 8% by weight defective material other than poor colour;
- Max 0.5% by weight mould (field and/or storage), caked, bin burnt and heat damaged.

#### Outturn Standard

Viterra Cleaning grade will only be outturned from Pt Adelaide and will be outturned to Viterra No.1 grade outturn standard.

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective grains max <b>10%</b> 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>· Max 1% by weight mould (field and/or storage), caked, bin burnt and heat damaged by weight (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>14%</b> by weight including max 2% by weight poor colour seed coat and 1% by weight max poor colour kernel.                                                                                                                                                                                                                                                                        |
| <b>June 2021</b>                       | Total defective grains max <b>15%</b> by weight including max 3% by weight poor colour seed coat and 1% by weight max poor colour kernel.                                                                                                                                                                                                                                                                        |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>16%</b> by weight including max 3% by weight poor colour seed coat and 1% by weight max poor colour kernel.                                                                                                                                                                                                                                                                        |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                                                                                                                                       |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                                                                                                                                                                                                            |

## CHICKPEAS

### Chickpeas (Desi)

#### Receival

Total defective grains max 6% by weight including:

- Max 2% by weight poor colour of which max 1% by weight fungal affected;
- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 200g.

#### Outturn Standard

|                                        |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective grains max <b>10%</b> 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 mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>14%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>June 2021</b>                       | Total defective grains max <b>15%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>16%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                                                                                                             |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                                                                                                                                                                                  |

### Chickpeas (Kabuli - Small)

#### Receival

Total defective grains max 3% by weight including:

- Max 2% by weight poor colour of which max 1% by weight fungal affected;
- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 200g.

#### Outturn Standard

|                                        |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective grains max <b>10%</b> 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 mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>14%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>June 2021</b>                       | Total defective grains max <b>15%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>16%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                                                                                                             |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                                                                                                                                                                                  |

## CHICKPEAS cont

### Chickpeas (Kabuli - Large)

#### Receival

Total defective grains max 3% by weight including:

- Max 2% by weight poor colour of which max 1% by weight fungal affected;
- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 400g.

#### Outturn Standard

|                                        |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective grains max <b>10%</b> 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 mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>14%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>June 2021</b>                       | Total defective grains max <b>15%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>16%</b> by weight including max 2% by weight poor colour of which max 1% by weight fungal affected.                                                                                                                                                                                                                                                      |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                                                                                                             |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                                                                                                                                                                                  |

## FIELD PEAS

### Field Peas

#### Receival

Total defective grains max 7% by weight including:

- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 200g.

#### Outturn Standard

|                                        |                                                                                                                                                                                                                                                                                            |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Until 30 April 2021</b>             | Total defective max <b>11%</b> by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> <li>Max 1% by weight mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).</li> </ul> |
| <b>May 2021</b>                        | Total defective grains max <b>14%</b> by weight.                                                                                                                                                                                                                                           |
| <b>June 2021</b>                       | Total defective grains max <b>15%</b> by weight.                                                                                                                                                                                                                                           |
| <b>From 1<sup>st</sup> July 2021</b>   | Total defective grains max <b>16%</b> by weight.                                                                                                                                                                                                                                           |
| <b>From 1<sup>st</sup> May 2021</b>    | <b>No limit</b> on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.                                                                                                                                                                                                 |
| <b>From 1<sup>st</sup> August 2021</b> | Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.                                                                                                                                                                                      |



## LUPINS

### Lupins (Angustifolius)

#### Receival

Total defective grains max 7% by weight including:

- Max 36 grains poor colour per 200g;
- Max 2 grains bitter dark seeded per 200g;
- Max 17 grains phomopsis affected per 200g;
- Max 1 grain mould (field and/or storage), caked, bin burnt and heat damaged per 200g.

#### Outturn Standard

##### Until 30 April 2021

Total defective grains max **11%** by weight on shipping belt (prior to vessel hold) or Domestic Outturn including:

- Max 36 grains poor colour per 200g;
- Max 2 grains bitter dark seeded per 200g;
- Max 17 grains phomopsis affected per 200g;
- Max 1% by weight mould (field and/or storage), caked, bin burnt and heat damaged (unless Viterra specify another value).

##### From 1<sup>st</sup> May 2021

Containers (bulk or bagged): Total Defective Max **9%** by weight.

Bulk vessel hold shipment: Total Defective Max **11%** by weight.

Both include:

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

**No limit** on mouldy grain (field and/or storage), caked, bin burnt and heat damaged.

##### From 1<sup>st</sup> August 2021

Outturn Standards for Pulses cannot be guaranteed, the risk of which is solely assumed by the Client.

# Schedule H - Load Rejection from Domestic Delivery 2020/21

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 Upcountry Receival 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) Domestic Logistics Planner, or
- (c) Viterra's Commercial Relations Manager.

# Schedule I – Viterra Labour Ordering Conditions for Shipping 2020/21

## 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 where shippers have adhered to Viterra's labour ordering conditions as follows:

- 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.
- 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.

Shift cancellations must be acknowledged by Viterra to be accepted.

- Shift extensions of up to 4 hours can be ordered 2 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 acceptance by Viterra.
- 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:

- Cancellation fees (applicable at all Port Terminals): the cancellation fee will be equal to the total cost recovery of the applicable labour shift.
- 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).
- Manual trimming (raking gang).
- Hourly fees: 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 day shift ordered. Thereafter, applicable hourly fees will be incurred by the shipper for every hour not utilised for ship loading.
- Hourly labour rate: where ship-loading is completed before the end of the shift, an applicable hourly labour rate will be charged for the remainder of the shift less four hours grace at the end of the shift.

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 and Wallaroo

|                                                                                                 |                  |
|-------------------------------------------------------------------------------------------------|------------------|
| Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees                  | \$800 per hour   |
| Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees                 | \$984 per hour   |
| Sunday & Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees | \$1,265 per hour |

### Port Adelaide Outer Harbor

|                                                                                                 |                |
|-------------------------------------------------------------------------------------------------|----------------|
| Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees                  | \$546 per hour |
| Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees                 | \$673 per hour |
| Sunday & Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees | \$865 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.

| Port                                 | 3 x 8 hour shifts |            |            | 2 x 12 hour shifts |           |
|--------------------------------------|-------------------|------------|------------|--------------------|-----------|
|                                      | Day               | Evening    | Night      | Day                | Night     |
| <b>Port Adelaide - Inner Harbour</b> | 7am - 3pm         | 3pm - 11pm | 11pm - 7am | 7am - 7pm          | 7pm - 7am |
| <b>Port Adelaide - Outer Harbor</b>  | 7am - 3pm         | 3pm - 11pm | 11pm - 7am | 7am - 7pm          | 7pm - 7am |
| <b>Port Giles</b>                    | 8am - 4pm         | 4pm - 12am | 12am - 8am | 8am - 8pm          | 8pm - 8am |
| <b>Port Lincoln</b>                  | 7am - 3pm         | 3pm - 11pm | 11pm - 7am | 7am - 7pm          | 7pm - 7am |
| <b>Thevenard</b>                     | 8am - 4pm         | 4pm - 12am | 12am - 8am | 8am - 8pm          | 8pm - 8am |
| <b>Wallaroo</b>                      | 8am - 4pm         | 4pm - 12am | 12am - 8am | 8am - 8pm          | 8pm - 8am |

Note: Shift extensions are available to extend an 8 hour shift up to a 12 hour shift.

# Schedule J – Operating Conditions for Viterra’s Rail Facilities 2020/21

## 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;
- 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 \$200 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 Reveal Facility of Taillem Bend.

### **Storage of Locomotives and 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 and 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 (refer Schedule D) 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 Tailem 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 \$10,000 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 Sample

|                                 |                                                                                                                                                                                                                |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Port Zone</b>                | Port Adelaide, Port Giles, Port Lincoln, Thevenard, Wallaroo                                                                                                                                                   |
| <b>Maximum Sample per Grade</b> | 20kg per ASW1, APW1, H2, AGP1, BAR1, CANO<br>10kg per Other Wheat, Malting Barley, Barley (BAR2), Faba Beans, Lupins, Lentils, Field Peas (Kaspa)<br>(maximum 1 request per Client per Grade per Service Year) |
| <b>Last date for request</b>    | 27 September 2020                                                                                                                                                                                              |

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

- Viterra will use reasonable endeavours to dispatch the sample post-harvest between 31 January and 28 February (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 5,000mt;
- the Client's ownership for the relevant Grade in the Port Zone must exceed 1,000mt; and
- sample includes approx. 80% of receival tonnage within the Port Zone.

### Mid Harvest Port Zone Sample

|                              |                                                                         |
|------------------------------|-------------------------------------------------------------------------|
| <b>Port Zone</b>             | Port Adelaide, Port Giles, Port Lincoln, Thevenard, Wallaroo            |
| <b>Maximum Sample</b>        | 5kg per Grade (maximum 1 request per Client per Grade per Service Year) |
| <b>Grades</b>                | ASW1, APW1, H2 and CANO                                                 |
| <b>Last date for request</b> | 27 September 2020                                                       |

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

- Viterra will use reasonable endeavours to dispatch the sample between the last week of November and the last week of December;
- receivals by Viterra for the relevant Grade in the Port Zone must exceed 5,000mt;
- the Client's ownership for the relevant Grade in the Port Zone must exceed 1,000mt; and
- sample includes approx. 30% of receipt tonnage within the Port Zone.

#### Ad Hoc Sample

|                              |                                              |
|------------------------------|----------------------------------------------|
| <b>Viterra Facility</b>      | All Viterra Facilities                       |
| <b>Maximum Sample</b>        | 2kg per Viterra Facility per Grade           |
| <b>Grades</b>                | All Grades                                   |
| <b>Last date for request</b> | 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 500mt; and
- the Client must have ownership of 100mt of the Grade at the Viterra Facility.

#### Pre-Shipment Sample

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

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

|                              |                                                                                                                                                 |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Viterra Facility</b>      | All Port Terminal Facilities                                                                                                                    |
| <b>Maximum Sample</b>        | 2kg per vessel hatch<br>3kg per composite sample per load grade<br>Additional samples available at extra cost                                   |
| <b>Grades</b>                | All Grades as advised on a valid and accepted Vessel Booking Form                                                                               |
| <b>Last date for request</b> | 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

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 or Viterra to ensure you are working from the latest version and that the vessel will be suitable for loading at the Viterra Facility.

Specific requirements for Port Adelaide Inner Harbour (Berth 27) are set out below.

## 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.

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.

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. 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.