

Warehouse to Cash – Grower Terms

Effective for 2019/20 Season grain from July 2020.

WAREHOUSE TO CASH - GROWERS

Viterra has introduced a new “Warehouse to Cash” service.

This Warehouse to Cash service allows a Grower to transfer and sell warehoused Grain for a live cash price to a Buyer.

A Grower can select one parcel (one commodity, one Grade, one Site) to transfer to a cash price at a time.

This service is available for Growers in Ezigrain through Viterra Communication Tools.

A Grower can login to Ezigrain to select the parcel of Grain and quantity to create a transfer with the live cash price, up to a maximum of 250mt per transfer.

By creating a transfer to a cash price, the Grower agrees to be bound to the terms of use of the Warehouse to Cash service described in these Terms and Conditions.

GROWER CONDITIONS

To nominate Grain for transfer against a live cash price, Viterra may rely on any instruction, either verbal, written or electronic communication, which reasonably appears to have been communicated by the Grower.

It is the Grower’s responsibility to provide true and accurate personal information; and ensure any change to the information is advised to National Grower Register for the purpose of updating Viterra.

Upon receiving and accepting the instructions, Viterra is authorised to effect the transfer in-store for and on behalf of the Grower. For this purpose, the Grower irrevocably appoints Viterra as its agent and attorney.

For transfers in-store via Ezigrain, Viterra is entitled to assume that the instructions to transfer to a cash price have been issued by or on behalf of the Grower.

Viterra is not obliged to recognise a transfer in-store if the Grower has accrued charges and costs.

The Grower agrees that the tonnage held and described in Ezigrain is to the value specified to three decimal places (.000), but that the tonnage will only be calculated to two decimal places rounded up or down when transferred to a Buyer.

A Grower sale to cash price will be transferred on delivered weight, not shrunk weight.

TRANSACTION TERMS

The Buyer will notify Viterra of the live cash price, which will be published through Viterra Communication Tools and it is the responsibility of the Grower to review.

The Grower acknowledges that, in respect of the cash price, Viterra makes no representations with respect to the operations of a Buyer including its financial viability, the accuracy of prices posted or the terms and conditions under which it operates.

The Grower accepts all risk associated with dealing with a Buyer and agrees that Viterra will not be liable for, and the Grower must not make any claim in respect of, any Loss incurred by the Grower as a result of, or in connection with, the Grower’s dealings with a Buyer.

If there is a discrepancy between the price recorded on a transfer at the time the Grain is transferred and the price posted by the Buyer at that time, the price to be paid to the Grower will be the price stated on the transfer.

The Grower acknowledges and accepts that by transferring a parcel of Grain to a cash price under this Warehouse to Cash service, the Grower has accepted the cash price offered by the Buyer using this Warehouse to Cash service, such acceptance being binding on the Grower.

The price is not guaranteed until the transfer has been submitted. Prices are subject to change or can be withdrawn by the Buyer at any time.

SUSTAINABLE CASH TERMS

If nominating Grain for transfer against Sustainable Cash (SC) the Grower acknowledges and warrants that they have the relevant Sustainable Accreditation in place with the Buyer.

In the event the Grower does not have the required Sustainable Accreditation in place, payment to the Grower for such sale may be withheld by the Buyer until such Sustainable Accreditation is completed and in place.

EZIGRAIN TERMS

The Grower acknowledges that the warranties, representations and acknowledgements described in these Terms and Conditions do not limit or otherwise derogate from those made by the Grower in accordance with the Ezigrain General Terms and Conditions of Use found at ezigrain.com.au.

DEFINITIONS

Buyer has the same meaning as 'Grain Buyer' in Viterra's Receival Service and Warehousing Terms and Conditions 2019/20 Season.

Grower has the same meaning as 'Customer' in Viterra's Receival Service and Warehousing Terms and Conditions 2019/20 Season.

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

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

Viterra Communication Tools means the following methods through which Viterra may communicate or hold information (which information may be held by one or more such methods):

- (a) the Viterra website, being www.viterra.com.au;
- (b) Ezigrain; accessible through either the website or the Viterra App
- (c) the Viterra App;
- (d) Viterra's SMS Subscription Service, being a text message subscription service operated by Viterra to provide information to subscribers;
- (e) any new or replacement communication tool implemented by Viterra from time to time.

All other terms have their meanings as defined in Viterra's Receival Service and Warehousing Terms and Conditions 2019/20 Season.