

TERMINAL SERVICES AGREEMENT

Wagner Corporation Pty Ltd

(Wagner Corporation)

[INSERT CUSTOMER NAME]

(Customer)



www.wagnercorporation.com.au

TABLE OF CONTENTS

PARTIES	3
OPERATIVE PART	3
1. CONSIDERATION & TERM OF AGREEMENT	3
2. SCOPE OF AGREEMENT	4
3. SERVICES PROVIDED BY WAGNER CORPORATION UNDER THIS AGREEMENT	4
4. CONDITIONS OF SERVICES PROVIDED BY WAGNER CORPORATION UNDER THIS AGREEMENT	7
5. OBLIGATIONS OF THE CUSTOMER UNDER THIS AGREEMENT FOR PORT TERMINAL OPERATIONS	8
6. TITLE TO GRAIN AND GRAIN ACCOUNTING OBLIGATIONS	10
7. PAYMENT OF FEES, CHARGES AND OTHER MONEYS	14
8. LIMITATION OF LIABILITY	19
9. EXCLUSION OF LIABILITY	21
10. TERMINATION	23
11. DISPUTES	24
12. MISCELLANEOUS	25
13. INTERPRETATION & DEFINITIONS	28
ANNEXURE A: BULK WHEAT AND NON-WHEAT PORT TERMINAL SERVICES PRICE SCHEDULE	35
EXECUTION	45

This Agreement is dated the _____ day of _____ 2022

PARTIES

- **WAGNER CORPORATION PTY LTD** ABN 42 623 195 335 of 1 Airport Drive, 1511 Toowoomba Cecil Plains Road, Wellcamp, QLD 4350 (**Wagner Corporation**);
- **[INSERT CUSTOMER NAME] A.B.N. [INSERT]** of [insert address] (**Customer**).

OPERATIVE PART

1. CONSIDERATION & TERM OF AGREEMENT

- (a) In consideration of the Customer:
 - (1) paying to Wagner Corporation the Fees payable under this Agreement; and
 - (2) complying with the terms of this Agreement,

Wagner Corporation agrees to supply the services to the Customer in accordance with the terms of this Agreement (**Port Terminal Services**).
- (b) This Agreement applies to Port Terminal Services supplied by Wagner Corporation for or on behalf of the Customer in relation to the Customer's Wheat and Non-Wheat for the period commencing on 1 July 2022 (**Commencement Date**) and concluding on 30 June 2023 ("**Termination Date**") (**Term**).
- (c) Wagner Corporation will publish reference prices, as outlined in Annexure A of this Agreement, on Wagner Corporation's website by no later than 15 July 2022.
- (d) This Agreement shall be deemed to have been accepted by the Customer and the Customer and Wagner Corporation will be bound by the terms and conditions of this Agreement from the earlier of:
 - (1) the later date of execution of this Agreement by either party; or
 - (2) the date that Wagner Corporation provides any Port Terminal Services.
- (e) For the purposes of the PPSA, the Customer will be deemed to have accepted the terms and conditions of this Agreement on and from the first date that Wagner Corporation provides the Customer with any Port Terminal Services.
- (f) This Agreement does not apply to the supply of services which are subject to separate agreements (including Other Agreements).
- (g) On and from the Commencement Date, this Agreement supersedes any prior agreement between the parties that relates to the Port Terminal Services.
- (h) Notwithstanding anything to the contrary in this Agreement, if the Customer enters, or is deemed to have entered, into an agreement that supersedes this Agreement (an "**Subsequent Agreement**"), Wagner Corporation may, in its sole discretion and without giving the Customer any notice, elect to deem this Agreement to be a "master agreement" between the Customer and Wagner Corporation which does not end on the Termination Date, so that for the purposes of the PPSA:

- (1) all Subsequent Agreements will be subject to, and will be deemed to form part of, this Agreement; and
- (2) Wagner Corporation may rely on any registration made on the PPSR with respect to this Agreement in relation to any Security Interests arising under any Subsequent Agreements.

2. SCOPE OF AGREEMENT

- (a) This Agreement applies to the Port Terminal Services including:
 - (1) Wheat and Non-Wheat which is received into the Port Terminal directly from or on behalf of the Customer;
 - (2) Wheat and Non-Wheat which is transferred to the Customer where the transferred Wheat and Non-Wheat was the subject of a Grower Warehouse Agreement; and
 - (3) Wheat and Non-Wheat which is transferred to the Customer where the transferred Wheat and Non-Wheat was the subject of a Bulk Wheat and Non-Wheat Port Terminal Services Agreement or a Country Storage and Handling Agreement.
- (b) The terms of this Agreement do not extend to the supply of services for:
 - (1) Packing Wheat and Non-Wheat into shipping containers at Port Terminals, which are, other than as expressly set out in this Agreement, subject to separate terms and conditions to be agreed between the parties;
 - (2) Any services not the specific subject of this Agreement including but not limited to quality testing services of any kind and road transport of any kind, or
 - (3) Importation of Wheat and Non-Wheat from vessels at the Port Terminal, which are subject to separate terms and conditions as agreed between the parties.
- (c) This Agreement is not an open offer or a representation that Wagner Corporation will supply Port Terminal Services to the Customer for any minimum or maximum quantity or quality of Wheat and Non-Wheat, nor is it a representation that Wagner Corporation will supply Port Terminal Services for all of the Customer's requirements. Where Wagner Corporation does supply Port Terminal Services, it does so in accordance with the terms of this Agreement.

3. SERVICES PROVIDED BY WAGNER CORPORATION UNDER THIS AGREEMENT

3.1 Reival of Wheat and Non-Wheat

- (a) During the Term, Wagner Corporation will use reasonable endeavours to receive Wheat and Non-Wheat into the Port Terminal in accordance with the Customer's request, subject to any terms in this Agreement. At all times Wagner Corporation retains the absolute discretion as to what specifications and quantities of Wheat and Non-Wheat it will receive into a Port Terminal. Notwithstanding this Clause 3.1(a), all Wheat and Non-Wheat of the Customer that forms part of an agreed Site Assembly Plan ("**SAP**") or an agreed equivalent plan, will be received at the Port Terminal provided it meets the standards as prescribed on the Cargo Nomination Application ("**CNA**").
- (b) Wagner Corporation will only receive Wheat and Non-Wheat at Port Terminals from sources other than Wagner Corporation Storages where the Customer and the Wheat and Non-Wheat it seeks to deliver, satisfy the requirements specified in the Port Terminal Services Protocols.

- (c) Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that:
- (1) it understands and has advised all of its suppliers, that Wheat and Non-Wheat suspected to contain residues or which may otherwise be contaminated may not be delivered to or accepted at any Wagner Corporation facility. If such delivery is made for or on behalf of the Customer, Wagner Corporation will not be liable to the Customer or any other party for any Claim or Loss in connection with such delivery or such Wheat and Non- Wheat, howsoever alleged or suffered, and the Customer will be liable for all costs, expenses, Claims and Losses alleged or suffered by Wagner Corporation or any other party in connection with such delivery and such Wheat and Non-Wheat; and
 - (2) this Agreement shall not be construed as a lease, tenancy at will, or licence of any storage facilities or land upon which any storage facility is located.

3.2 Not Used

3.3 Not Used

3.4 Wagner Corporation's Pest Control

- (a) Unless otherwise agreed in advance by the parties in writing, Wagner Corporation may treat all Wheat and Non-Wheat with approved chemicals or treatments as per applicable codes and regulations including the Australian Pesticides and Veterinary Medicines Authority and Food Safety Australia and New Zealand codes. Wagner Corporation will provide a list of approved chemicals and treatments to the Customer on request.
- (b) If the Customer requests and Wagner Corporation agrees to a different chemical or treatment strategy for a specific Port Terminal, an additional fee may be charged by Wagner Corporation and payable by the Customer for the agreed treatment.
- (c) Where fumigation or other certificates are required by the Customer, Wagner Corporation will apply a charge for the administration of these certificates. Any certification requirements must be lodged as part of a Cargo Nomination Application. These certificates may not be obtainable in a format suitable for some requirements. Wagner Corporation accepts no responsibility for certification requests that have not been agreed between the Customer and Wagner Corporation prior to a Cargo Nomination Application approval.
- (d) Wagner Corporation will regularly inspect Wheat and Non-Wheat stored for the Customer. If infestation is detected in Wheat and Non-Wheat arriving at the Port Terminal from a Wagner Corporation Storage, the Wheat and Non-Wheat will be disinfested and treated at Wagner Corporation's cost. If infestation is detected in Wheat and Non-Wheat arriving at the Port Terminal which is not sourced from a Wagner Corporation Storage, the Wheat and Non-Wheat will be disinfested at the Customer's risk and cost. Wagner Corporation is under no obligation to receive infested loads of grain that are not sourced from Wagner Corporation Storage.

3.5 Outloading of Wheat and Non-Wheat

- (a) If a Customer wishes to remove a Tonnage of its Wheat and Non-Wheat from a Port Terminal by loading road transport, the Customer must complete and execute a Wagner Corporation approved Movement Request to Outload and follow the procedures in the Country Storage and Handling Agreement. Wagner Corporation is not required to load Wheat and Non-Wheat until the completion and execution of a Movement Request in accordance with the Movement Request procedures.
- (b) If a Customer wishes to remove a Tonnage of its Wheat and Non-Wheat from a Port Terminal by

loading to a vessel, the Customer and Wagner Corporation must follow procedures in the Port Terminal Services Protocols and this Agreement and (if applicable) the Long Term Agreement for Port Terminal Services.

- (c) The outloading of Wheat and Non-Wheat is subject to local operating arrangements, legislative and regulatory requirements and compliance, availability of road transport, fumigation requirements and periods of non-access and prevailing weather conditions.
- (d) If the Customer requires Wagner Corporation to outload Wheat and Non-Wheat by road transport, Wagner Corporation will not permit loading beyond the legal mass limit prescribed by the relevant legislation in each state for that road transport configuration, and the Customer will have no Claim against Wagner Corporation for any Loss connected to such directions or restrictions.

3.6 Preconditions to Any Outturning or Outloading Services

Without limiting any other provision in this Agreement, the following preconditions apply before any outloading is supplied:

- (a) Wagner Corporation relies on the Customer to have in place, and in turn, the Customer warrants that it shall have in place and maintain at all times during the Term, an appropriate wheat export licence and any accreditation or similar as required under any law or by any government body ("**Accreditation Requirements**"). The Customer undertakes not to request any outload services, or if requested, to cancel such request, unless and until the Accreditation Requirements are complied with. If Wagner Corporation reasonably suspects or is otherwise notified of the Customer's non-compliance with the Accreditation Requirements then the Customer is in breach of warranty and Wagner Corporation may at the Customer's sole risk and cost, refuse to supply any Port Terminal Services in connection with this Agreement, until the Customer proves compliance with these requirements. The Customer indemnifies Wagner Corporation from and against any Loss or Claim arising in connection with any failure to comply, in whole or in part, with any Accreditation Requirements.
- (b) Wagner Corporation is not responsible for the cleanliness, fitness for loading or carriage of Wheat and Non-Wheat, of any mode of transportation nominated by the Customer. If the Department of Agriculture ("**DoA**") or an Authorised Officer determines, or if acting reasonably Wagner Corporation in consultation with the Customer, determines that the Customer's selected mode of transportation is not clean, fit for loading or carriage then it may suspend or refuse to provide any outloading services and in no circumstances will Wagner Corporation be liable for any delay, Loss or Claim and the Customer shall meet all of Wagner Corporation's costs, expenses or losses associated with the rejection, suspension or cancellation of the scheduled outloading services. For the avoidance of doubt, this clause will apply where Wagner Corporation engages labour or is required to cancel the provision of services to other Customers directly as a result of the Customer's mode of transport failing to meet the statutory or regulatory requirements for the transport of Wheat and Non-Wheat (for example, failing regulatory surveys). The Customer will be advised, in writing, of any Claim to be made by Wagner Corporation, within a reasonable time of the determination that the mode of transport has been declared not clean or unfit for loading or carriage of Wheat and Non-Wheat.
- (c) Prior to physically outloading any Wheat and Non-Wheat, Wagner Corporation reserves the right to invoice the Customer and receive payment in full for any related outloading services, failing which Wagner Corporation is not required to commence any such outloading services. On completion of any outloading services, the Customer must within 21 days pay for any additional costs, services and Fees for Wheat and Non-Wheat outloaded additional to the quantity invoiced. If the quantity outloaded is less, then Wagner Corporation will within 21 days refund/credit to the Customer the difference. Refunds relating to pre-booked shipping capacity not fully outloaded to vessel are outlined in the Port Terminal Services Protocol.

4. CONDITIONS OF SERVICES PROVIDED BY WAGNER CORPORATION UNDER THIS AGREEMENT

4.1 New Season Agreement and Holding Over

- (a) Subject to Clause 1, the parties will be bound by the terms and conditions of this Agreement (or an equivalent agreement) issued for the grain season or seasons commencing on 1 October 2022 ("**New Season Agreement**") from the earlier of:
 - (1) the date of execution by the Customer of the New Season Agreement; or
 - (2) the date that Wagner Corporation handles Wheat and Non-Wheat on behalf of the Customer during the grain season commencing on 1 October 2022
- (b) If such agreement is not published prior to 1 October 2023 or is otherwise delayed, then Wagner Corporation and the Customer continue to be bound by the terms of this Agreement subject to agreed variations and any revised Fees that apply for the new season, as will be notified to the Customer before 1 October 2023.

4.2 Hours of Operation

- (a) Wagner Corporation is only required to provide a single day shift operation at a Port Terminal on any one normal business day, being a day which is a Monday to Friday for the hours outlined in Annexure A, excluding public holidays. Wagner Corporation and the Customer may agree that additional (overtime) shifts will be provided for the handling of the Customer's Wheat and Non-Wheat and Wagner Corporation will use reasonable endeavours to procure the additional labour. This applies to both shipping services and the unloading of road and rail transport. If Wagner Corporation provides additional overtime shifts the Customer must pay:
 - (1) the overtime fees (if applicable) as set out in this agreement; and
 - (2) any stevedoring charges or charges required to be paid to the DoA and other charges, paid, incurred or required to be paid by Wagner Corporation in connection with providing the additional overtime shifts.
- (b) Where overtime labour has been engaged by Wagner Corporation to load a vessel or unload road and rail transport in accordance with the Customer's request and the vessel is unable to load for any reason, or the transport fails to arrive at the Port Terminal, cancellation or related Fees as set out in Annexure A must still be paid by the Customer in full.
- (c) Notification of a request to load a vessel requiring overtime or weekend shifts must be provided to Wagner Corporation prior to cut off times as specified from time to time by the Port Terminal. Wagner Corporation cannot guarantee and does not represent that it will accept any such requests.

4.3 Not Used

4.4 Wagner Corporation's Road Transport Providers

- (a) Where the Customer is obligated to arrange its own road transport services, the following conditions will apply.
- (b) If Wagner Corporation receives the Customer's Wheat or Non-Wheat by road transport or is required to outturn the Customer's Wheat and Non-Wheat to road, the Customer must:

- (1) Ensure that vehicle operators engaged by the Customer for the purposes of delivering or outloading Wheat or Non-Wheat by road to/from the Port Terminal comply with all laws and regulations, including those in respect of safety, the environment, carriage of goods and chain of responsibility, are conversant with site safety procedures and have undergone a site induction program prior to entering the Port Terminal;
 - (2) Ensure that vehicle operators are advised that they must not, and thereafter do not, require or request Wagner Corporation staff to access or climb on vehicles for any purpose to assist with connecting or disconnecting trailers or discharging loads;
 - (3) Engage road transport providers and ensure that they provide associated equipment that is registered, insured, operated by licensed and physically capable operators, is clean, safe, and fit for purpose prior to entering the Port Terminal (this includes equipping operators with appropriate PPE);
 - (4) Ensure the road transport provider advises Wagner Corporation of vehicle registration details in a manner that complies with any applicable Movement Request booking and truck time slotting requirements. Such details are to be provided no later than AEST 5:00pm of the business day prior to the date of intended delivery; and
 - (5) Ensure the road transport provider, on request by Wagner Corporation, provides information comprising their personnel's policies and procedures in relation to its driver fatigue management obligations.
- (c) If the Customer requires Wagner Corporation to receive Wheat and Non-Wheat by road transport, Wagner Corporation will not permit loading beyond the legal mass limit prescribed by the relevant legislation in each state ("**Mass Limit**") for that road transport configuration, and the Customer will have no Claim against Wagner Corporation for any Loss connected to such directions or restrictions.
 - (d) The Customer, together with all other parties involved in the Supply Chain, must ensure that all vehicles loading and unloading at Wagner Corporation comply with the Mass Limit prescribed to that vehicle, including current and relevant permits, and that all trucks drive on permitted roads. Wagner Corporation policies to manage and disincentivise breaches of the Heavy Vehicle National Law are developed through Wagner Corporation's work with industry, the National Heavy Vehicle Regulator, and state-based heavy vehicle regulators. These policies are published on the Wagner Corporation website and are subject to change.
 - (e) The Customer acknowledges that where DoA or an Authorised Officer or Wagner Corporation, in its discretion, determines that the road transport is not clean or fit for loading or carriage of Grain, Wagner Corporation may cancel, suspend or refuse outload.

5. OBLIGATIONS OF THE CUSTOMER UNDER THIS AGREEMENT FOR PORT TERMINAL OPERATIONS

5.1 Shipping Information

- (a) The parties are bound by the Port Terminal Services Protocols and any other procedures outlined in an attachment to this Agreement or published on Wagner Corporation's web site, as varied from time to time. The Customer acknowledges and agrees that the Port Terminal Services Protocol and such procedures form part of this Agreement.
- (b) The Customer acknowledges and agrees that the DoA or an Authorised Officer may disallow the loading of some portion of the Customer's Wheat and Non-Wheat at the Port Terminal for reasons of non-conformance to the DoA export conditions as outlined in the *Export Control Act 1982* (such

as, but not limited to, detection of live insects, rodents and rattlepod). Wagner Corporation is not liable for any Loss incurred by the Customer in relation to the failure to outload or load that portion of the Wheat and Non-Wheat or the replacement of that stock for the completion of loading, due to a decision by the DoA or an Authorised Officer to disallow the outloading or loading of that portion of the Wheat and Non-Wheat, including vessel discharge or other post outloading or loading mitigation.

- (c) Wagner Corporation is not liable for any quality issues not caused by Wagner Corporation derived from Wheat and Non-Wheat rejected from shipping at the Port Terminal that has been delivered from any site, other than a Wagner Corporation Storage. The Customer remains the owner of this Wheat and Non- Wheat at all times until the Wheat and Non-Wheat is sold or removed from the Port Terminal subject to applicable fees.
- (d) Where contaminated Wheat and Non-Wheat is received from or on behalf of the Customer from any site, and this Wheat and Non-Wheat contaminates other stock at the Port Terminal, the Customer is deemed the owner of the contaminated Wheat and Non-Wheat and is liable for all Loss incurred by Wagner Corporation (including from Claims by other Customers) caused by and all costs associated with the contaminated stock.
- (e) Wagner Corporation will load Wheat and Non-Wheat from the Port Terminal storage in accordance with:
 - (1) the standard, advised to Wagner Corporation by the Customer (provided that these are no more rigid than the Commodity Standards for the receipt of the Wheat and Non-Wheat);
 - (2) the "Authority to Load Advice" form provided to Wagner Corporation by the Customer and endorsed by Wagner Corporation ; and
 - (3) any other market or blending requirements as agreed in writing by the parties.
- (f) The Customer acknowledges and agrees that Wagner Corporation has the right to mitigate dust emissions at the Port Terminal. Such mitigation may include moisture conditioning of grain paths.
- (g) Notwithstanding any other provision in this Agreement, the Customer acknowledges and accepts that matters and events beyond Wagner Corporation's control may occur (including but not limited to changes in vessel scheduling and arrival or departure times, failure of vessels to pass any quarantine requirements or other inspections, Wheat and Non-Wheat quality issues, vessel congestion, lack of performance and delays due to freight, Port Block Outs or other service providers) which means Wagner Corporation cannot guarantee all cargos will be ready for loading, or that they can or will be loaded as scheduled. Wagner Corporation will try to avoid any changes or delays where possible and will keep the Customer informed. Wagner Corporation will use reasonable endeavours to accumulate cargo and load vessels as scheduled.
- (h) For the avoidance of doubt, no mode of transportation can be cleaned at a Port Terminal without Wagner Corporation's prior written consent. If a vessel cannot be loaded for any reason including for failing to pass any inspection or survey, then Wagner Corporation is entitled to instruct a vessel to be removed from the berth, including to make way for another vessel to be loaded. Wagner Corporation will not be liable for any Loss or Claim howsoever suffered or incurred by a Customer or third party connected to such instruction or direction.

5.2 Port Charges

- (a) Wagner Corporation is not liable for any port or related charges in relation to receipt, storage and loading of Wheat and Non-Wheat at Port Terminals (including vessel, demurrage, stevedoring, Port fees or DoA fees), and such charges will be borne by the Customer. In addition, any charges

that Wagner Corporation may incur under the *Maritime Transport Security Act (2003)* or any other applicable act or regulation, shall be passed onto either the vessel agent or Customer after consultation.

- (b) The Customer will be responsible for paying all costs associated with conducting the export inspection of Wheat and Non-Wheat by the DoA, an Authorised Officer and/or its agent(s) as well as the cost of employing all labour connected with loading, storing, treating and transporting the Wheat for any such inspection. Where Wagner Corporation provides the bulk grain inspection service via an Authorised Officer, the Customer shall pay the applicable fee to Wagner Corporation as outlined in Annexure A to this Agreement.
- (c) This additional fee will be charged to the shipper's agent. If the shipper's agent defaults on this, or any other charge applied by Wagner Corporation in loading a vessel on behalf of the Customer at the Geelong Terminal, Wagner Corporation may seek payment in full from the Customer, and the Customer must pay Wagner Corporation, for any amount outstanding and charged to the agent for the loading of that vessel.

6. TITLE TO GRAIN AND GRAIN ACCOUNTING OBLIGATIONS

6.1 Co-ownership

- (a) Notwithstanding any other provision of this Agreement (but subject to Clause **Error! Reference source not found.** and **Error! Reference source not found.**), the Customer acknowledges that if Wagner Corporation receives the Customer's Wheat and Non- Wheat, the Customer's Wheat and Non-Wheat becomes Stored Wheat and Non-Wheat once both of the following occur:
 - (1) the weighbridge documentation notates the tare weight and the final net mass of the load is known, and
 - (2) the Customer (or the Customer's agent) has signed the Receival Docket.

At this time, full ownership in the Wheat and Non-Wheat automatically transfers from the Customer to the Co-owners, and in return, an Interest transfers from the Co-Owners to the Customer. As a result, the Customer becomes a Co-owner of all the Stored Wheat and Non-Wheat.
- (b) For the purposes of this Agreement, the percentage of any Stored Wheat and Non-Wheat which the Wheat and Non-Wheat makes up, and which therefore constitutes the Customer's Interest in the Stored Wheat and Non-Wheat respectively, will be determined by Wagner Corporation, using the records Wagner Corporation is required to keep pursuant to Clauses 6.7(a) to 6.7(c). For the avoidance of doubt the Customer's Interest represents an ownership right to Wheat and Non-Wheat of the same type and grade of the Wheat and Non-Wheat that was classified by Wagner Corporation on Receival and delivered by the Customer (and not the same physical Wheat and Non-Wheat that is delivered by the Customer).
- (c) Each Co-owner holds its Interest in the Stored Wheat and Non-Wheat as a tenant in common.
- (d) If Wagner Corporation becomes insolvent, each Co-owner will assert its right to retain ownership commensurate to its Interest.
- (e) A Co-owner may, subject to the terms and conditions of this Agreement, deal with its Interest as an owner, including:
 - (1) transferring all or part of its Interest to another Co-owner;

- (2) removing Wheat and Non-Wheat with Wagner Corporation's approval from the Stored Wheat and Non-Wheat; and
 - (3) transferring all or part of its Interest to a third party.
- (f) In respect of each Co-owner, provided that the Co-owner complies with all its obligations under this Agreement, Wagner Corporation has possession of the Co-owner's Stored Wheat and Non-Wheat but no legal or equitable title to any part of it, except to the extent that Wagner Corporation is a Co-owner.
- (g) Wagner Corporation may become a Co-owner by adding Wheat and Non-Wheat to the Stored Wheat and Non-Wheat. In accordance with Clause 6.1(a), full ownership in any Wheat and Non-Wheat added to the Stored Wheat and Non-Wheat by Wagner Corporation is transferred to the Co-owners. In return, the Co-owners transfer to Wagner Corporation an Interest.
- (h) Except as set out in Clause 7.6, in respect of each Co-owner, provided that the Co-Owner complies with all its obligations under this Agreement, Wagner Corporation may only deal with Stored Wheat and Non-Wheat as owner of its own Interest and not as the owner of the Interest of the Co-owner. This applies in particular, to the removal of Wheat and Non-Wheat from the Stored Wheat and Non-Wheat.
- (i) The Customer warrants to Wagner Corporation that:
 - (1) the Customer will not create, or consent to, any Security Interest over Stored Wheat and Non-Wheat or the Customer's Interest in the Stored Wheat and Non-Wheat other than a Permitted Security Interest;
 - (2) if a Security Interest other than a Permitted Security Interest is created over Stored Wheat and Non-Wheat or the Customer's Interest in Stored Wheat and Non-Wheat in breach of this Clause 6.1(i), the Customer will ensure that it is promptly and unconditionally released; and
 - (3) the Customer will not seek to enforce in any way a Security Interest over Stored Wheat and Non-Wheat or the Customer's Interest in Stored Wheat and Non-Wheat, other than a Permitted Security Interest.
- (j) The Customer indemnifies and will keep Wagner Corporation fully indemnified for any breach by the Customer of Clause 6.1(i).
- (k) The Customer or a third party may request a waiver from the restriction on dealing with Stored Wheat and Non-Wheat as set out in this Clause 6 by submitting such request in writing for Wagner Corporation's consideration and approval. Wagner Corporation may elect or decline, in its sole discretion, to grant its approval to such request for waiver on terms as it thinks fit. Wagner Corporation may elect to request the party seeking a waiver to procure entry of a deed of priority with Wagner Corporation.
- (l) The Customer agrees to make amendments to any agreement, and to do such other things as Wagner Corporation may require from time to time to ensure that any Security Interest that Wagner Corporation has arising out of or in connection with this Agreement is perfected under the PPSA and to otherwise protect Wagner Corporation's position under the PPSA as contemplated by this Agreement.
- (m) Notwithstanding:
 - (1) the order in which any Security Interest that Wagner Corporation has arising out of or in connection with this Agreement, or a Permitted Security Interest is executed, created,

lodged for registration, registered or perfected; or

- (2) anything else that occurs;
- (3) anything contained in this Agreement or any agreement which creates a Permitted Security Interest;
- (4) the fluctuation from time to time of the monies secured by any Security Interest; or
- (5) any rule of law or equity to the contrary or anything else,

the Customer, as a party who has the benefit of a Permitted Security Interest under paragraph (1) of the definition of that term, agrees and acknowledges that at all times, any Security Interest that Wagner Corporation has arising out of or in connection with this Agreement will have first priority over the Permitted Security Interest for all Fees, Costs, interest and any other amounts owing by the Customer in respect of this Agreement.

- (n) If the Customer has the benefit of a Permitted Security Interest, the Customer:
 - (1) must, within five business days of a request by Wagner Corporation, provide to Wagner Corporation any information Wagner Corporation requires in respect of the Permitted Security Interest; and
 - (2) agrees to indemnify and keep Wagner Corporation fully indemnified for any payment of any Fees and any other amounts owing by the Customer under this Agreement.

6.2 Not Used

6.3 Not Used

6.4 Shrinkage

- (a) A shrink allowance of 0.30% by weight will be deducted for all Wheat and Non-Wheat road and rail deliveries to Port Terminals from Third Party Storages (with the exception of legumes, pulses, maize, sunflowers and oilseeds other than canola, as noted in Clause 6.4(b)) including by any of the following Wheat and Non-Wheat handling actions:
 - (1) Receival by road;
 - (2) Receival by rail; and
 - (3) Wheat and Non-Wheat sold between Customers by Title Transfer.

For shrink on NGR deliveries to Port Terminals, please refer to the current Country Storage and Handling Agreement.

- (b) A shrink allowance of 2% by weight will be deducted for all legumes, pulses, maize, sunflowers and oilseeds other than canola, delivered via road and rail to Port Terminals from Third Party Storages, including by any of the following Wheat and Non-Wheat handling actions:
 - (1) Receival by road;
 - (2) Receival by rail; and
 - (3) Wheat and Non-Wheat sold between Customers by Title Transfer.

- (c) A shrinkage allowance of 0.40% by weight will be deducted from all Wheat and Non-Wheat that is outloaded from a Port Terminal, to cover loss of grain to dust and other handling losses, by any of the following Wheat and Non-Wheat handling actions:
 - (1) Elevation to a vessel;
 - (2) Loading of road transport and containers, regardless of destination; and
 - (3) Loading of any connecting conveyor between Wagner Corporation Port Terminal and any source.
- (d) The Customer waives the right to claim the dust and Wagner Corporation will dispose of the dust in accordance with local environmental guidelines.
- (e) These deductions will be applied such that the quantity of Wheat and Non-Wheat available to the Customer for Outloading or Title Transfer will be the reduced quantity. Where a shrinkage allowance is deducted under Clause 6.4(a) to 6.4(c) title in the shrinkage residue (being a volume of Wheat and Non-Wheat representing the amount deducted) will transfer to Wagner Corporation (and not the Co-Owners pursuant to Clause 6.1(a)). After the Customer's Accounting Stock Tonnage (which for the purpose of this Clause 6.4(e) is taken to represent the Interest of the Customer) as recorded by Wagner Corporation has been outloaded, any shrinkage residue will be available for sale by Wagner Corporation as it sees fits. Wagner Corporation will retain all proceeds from the sale of any shrinkage residue.
- (f) All fees will be levied against the Accounting Stock Tonnage. Any dust and damaged Wheat and Non-Wheat disposed of by Wagner Corporation will be to the account of Wagner Corporation and will not be considered to be outloaded on behalf of the Customer.

6.5 Reconciliation of Accounting Stock Tonnage

- (a) If the actual outloading (after the deduction of shrink) of a particular type and grade of Wheat and Non-Wheat is less than the Accounting Stock Tonnage, Wagner Corporation will in its discretion either:
 - (1) provide sufficient additional Wheat and Non-Wheat of the same type and grade at the Port Terminal to ensure that the net outloading of Wheat and Non-Wheat to the Customer is equivalent to the Accounting Stock Tonnage for the Customer; or
 - (2) provide financial compensation to the Customer for the shortfall in the net outloading. The financial compensation will be based on the fair market price for Wheat and Non-Wheat of the relevant type and grade for the applicable season at the time of the last outloading,

provided that, prior to such exercise of discretion, Wagner Corporation shall confirm the preferred option of the Customer and, where practicable and subject to the availability of the relevant Wheat or Non-Wheat (as applicable), shall facilitate such preferred option.
- (b) If the actual outloading (after the deduction of shrink) of a particular type and grade of Wheat and Non-Wheat is more than the Accounting Stock Tonnage, Wagner Corporation will at its discretion either:
 - (1) provide sufficient additional Wheat and Non-Wheat of the same type and grade to the Port Terminal to ensure that the net outloading of Wheat to the Customer is equivalent to the Accounting Stock Tonnage for the Customer; or
 - (2) receive financial compensation from the Customer for the excess in the net outloading.

The financial compensation will be based on the fair market price for Wheat and Non-Wheat of the relevant type and grade for the applicable season,

provided that, prior to such exercise of discretion, Wagner Corporation shall confirm the preferred option of the Customer and, where practicable, shall facilitate such preferred option.

- (c) Where the Accounting Stock Tonnage of a particular type and grade of Wheat and Non-Wheat at the Port Terminal is between the values -1.00 and $+1.00$ Tonne, the Accounting Stock Tonnage of that particular type and grade of Wheat and Non-Wheat at the Port Terminal will be deemed to have no value and will be removed from the Wagner Corporation system and neither party will have any liability to the other for that amount of Wheat and Non- Wheat.

6.6 Documentation and Weights

- (a) For receipt from and loading to road transport, Wagner Corporation weighbridges at the Port Terminal will be used to determine the Receipt and Outloading Tonnage.
- (b) The Customer acknowledges that as a result of variances between weighing devices, the actual Outloading Tonnage from a Wagner Corporation Storage may be more or less than the Tonnage received at a Port Terminal.
- (c) If a variance occurs between Port Terminals and Wagner Corporation Storages as per Clause 6.6(b), Wagner Corporation may adjust Accounting Stock Tonnages to resolve the variances provided that the Customer's total Accounting Stock Tonnages is unchanged and any Wagner Corporation fees applicable to the transaction are reconciled.

6.7 Record-keeping

- (a) Wagner Corporation will keep separate records for the Customer, of the Receipt Tonnage and Outloading Tonnage determined pursuant to Clauses 6.6(a) to 6.6(c) for each type and grade of Wheat and Non-Wheat received or outloaded.
- (b) Wagner Corporation will keep daily records of the total amount of Stored Wheat and Non-Wheat in its possession and where the Stored Wheat and Non-Wheat is stored.
- (c) The Customer warrants that all and any information or documentation it provides to, or arranges to be provided to Wagner Corporation including all shipping or other documents which contain details of grade, origin, location, treatment and type of Wheat and Non-Wheat ("Customer Documents"), will contain accurate and truthful statements and descriptions. The Customer indemnifies Wagner Corporation from and against any Loss or Claim suffered, threatened, or commenced in connection with any misrepresentation or error.

6.8 Not Used

7. PAYMENT OF FEES, CHARGES AND OTHER MONEYS

7.1 Invoices

- (a) The Customer agrees to pay all Fees to Wagner Corporation in accordance with the terms of this Agreement, Annexure A and under Other Agreements.
- (b) Unless otherwise specified in this Agreement, Fees payable under this Agreement will be invoiced (other than amounts payable on demand by Wagner Corporation under this Agreement) after the end of the month or other period during which or in respect of which the Fees were incurred. Fees for the receipt of Wheat and Non-Wheat during the period of this Agreement may be

invoiced every seven days during this period at the discretion of Wagner Corporation.

- (c) The Vessel Loading Fee, Minimum Cargo Lift Fee (if applicable), Overtime Vessel Loading Fee (if applicable), Wheat and Non-Wheat Blending Fee and any other applicable vessel loading charges will be invoiced on the completion of loading each vessel.
- (d) Subject to Clause 7.6, all Fees, charges and other moneys payable which are invoiced must be paid within 21 days of the date of receipt of the invoice. Wagner Corporation may amend these credit terms at any time if the Customer does not strictly adhere to these payment terms, and may reject Wheat and Non-Wheat from any party where they have outstanding accounts under this Agreement or any other agreement the Customer has with Wagner Corporation or its Related Entities which breach the terms of credit of the relevant agreement.
- (e) A credit card surcharge of 1.1% will apply to any payment made by a Customer to Wagner Corporation using a credit card.
- (f) Wagner Corporation reserves the right to make adjustments for any error in the calculation of Fees in one invoice in any subsequently issued claim for payment, and the Customer must pay the adjustment amount as and when claimed by Wagner Corporation.
- (g) The Customer is entitled to dispute invoices. Where there is a dispute, Wagner Corporation will continue to provide the Port Terminal Services in accordance with this Agreement. The Customer cannot unreasonably withhold payment on any part of an invoice that is not in dispute.

7.2 Goods and Services Tax

- (a) If GST applies to any supply made under this Agreement, Wagner Corporation will, in addition to the Fees or any other consideration expressed as payable in this Agreement, subject to issuing a valid tax invoice, recover from the Customer an additional amount on account of GST, such amount to be calculated by multiplying the fee or any other amount or consideration payable by the Customer for the supply by the prevailing GST rate.
- (b) If it is determined on reasonable grounds that the amount of GST paid or payable on any supply made under this Agreement differs for any reason from the amount of GST recovered from the Customer including by reason of:
 - (1) an alteration in the GST law;
 - (2) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
 - (3) the allowance to the Customer of a refund of GST in respect of any supply made under this Agreement; or
 - (4) a decision of the Administrative Appeals Tribunal (or its equivalent) or a court,

then the amount of GST recovered or recoverable from the Customer shall be adjusted accordingly.

7.3 Information

Wagner Corporation does not represent, warrant or guarantee, whether expressly or impliedly, that the information provided by third parties (e.g. NGR) under or in connection with this Agreement, is complete, sufficient or accurate. To the fullest extent permitted by law, Wagner Corporation accepts no responsibility for any inaccuracies, errors, false and misleading content or omissions contained in any such information, or any other information or matter arising or coming to its notice which may affect this information, or any party's reliance on same.

7.4 Payment

- (a) If a Tonnage of Wheat and Non-Wheat is transferred to the Customer (as buyer) from another Wagner Corporation Customer (as seller) where the transferred Wheat and Non-Wheat was the subject of a Grower Warehouse Agreement, then:
- (1) the Customer must pay to Wagner Corporation under this Agreement all Country Receival Fees or Direct to Port Receival Fees in respect of the transferred Wheat and Non-Wheat relating to the period before and on the date of transfer, as shown on the Grower Warehouse Grain Title Transfer Form. The Customer acknowledges that these Receival Fees, as shown on that Grower Warehouse Grain Title Transfer Form, are payable by the Customer as Fees under this Agreement.
 - (2) If the warehoused Wheat and Non-Wheat has been moved by rail as part of an overflow movement during the harvest period, the Customer must pay Wagner Corporation the country outloading fee as prescribed in Annexure A of the Wagner Corporation Country Storage and Handling Agreement of the current season and the net difference in the location differentials as published by GTA between the Wagner Corporation Storage at which the warehoused Wheat and Non-Wheat was received and the Port Terminal.
- (b) Under a Buyer to Buyer Title Transfer Form or Grower Warehouse Grain Title Transfer Form, if Wheat and Non-Wheat which is stored by Wagner Corporation is transferred to the Customer (as buyer) by another Wagner Corporation Customer or Grower (as seller), the Customer must pay under this Agreement:
- (1) Storage Fees; and
 - (2) Outloading Fees; and
 - (3) all other fees, charges and other moneys payable to Wagner Corporation, in respect of the transferred Wheat and Non-Wheat relating to the period after the date of transfer.
- (c) Under a Buyer to Buyer Title Transfer Form, if Wheat which is stored by Wagner Corporation is transferred by the Customer (as seller) to another Wagner Corporation customer (as buyer), the Customer must pay under this Agreement and before the Wheat and Non-Wheat is transferred:
- (1) Receival Fees; and
 - (2) Storage Fees; and
 - (3) all other unpaid fees, charges and other moneys payable to Wagner Corporation, in respect of the transferred Wheat and Non-Wheat relating to the period up to and including the date of transfer.

7.5 Interest on Overdue Accounts

The Customer will be liable for interest on overdue amounts due and payable under this Agreement from the date on which payment was due to the date on which payment is made. The interest rate applicable under this Clause 7.5 is the rate which is 12% per cent per annum. Interest will be calculated on a daily basis on the outstanding amount, until paid in full.

7.6 Credit Facilities and Requirements

In order to receive the Port Terminal Services, the Customer must comply with one or more of the following requirements, at Wagner Corporation's discretion, namely:

- (a) the Customer will have the benefit of the 21-day payment terms for the payment of Fees in Clause 7.1(d), provided that the Customer otherwise complies with all of its obligations pursuant to this Agreement and any Other Agreements with Wagner Corporation or its Related Entities and makes payment to Wagner Corporation in respect of any service charges or any other moneys which may from time to time be due and payable by the Customer to Wagner Corporation under this or any Other Agreement with Wagner Corporation or its Related Entities. It is further agreed and acknowledged that the Customer shall make immediate payment of all moneys owing by the Customer at any time upon written demand from Wagner Corporation in accordance with Clause 7.4(a).
- (b) Wagner Corporation may require the Customer to pay the Fees prior to providing the Port Terminal Services in which event notification of the amount to be paid shall be provided to the Customer and paid by the Customer, prior to provision of the Port Terminal Services.
- (c) Notwithstanding Clause 7.6(a) and 7.6(b), Wagner Corporation may require the Customer to pay in advance for Port Terminal Services in those circumstances where, taking into account the quantity to be loaded, the loading of the vessel would reduce the total Accounting Stock Tonnage of the Customer in Wagner Corporation facilities of all Wheat and Non-Wheat to less than 1,000 Tonnes.

7.7 Costs

The Customer indemnifies, releases and holds harmless Wagner Corporation from and against all Claims and any Loss incurred by Wagner Corporation which may result from or be connected to the Customer's failure to pay any Fees, charges and other moneys properly due and payable in accordance with this Agreement.

7.8 Set-off

Wagner Corporation may apply any amounts whatsoever then due and payable by it to the Customer in satisfaction of any amounts whatsoever then due and payable by the Customer (or any of its Related Entities) to Wagner Corporation (or any of its Related Entities) under this Agreement or for any other reason.

7.9 Lien

Without limiting any other terms of this Agreement, or Wagner Corporation's rights at law and/or under any statute of the Commonwealth, a State or Territory, the Customer acknowledges and agrees:

- (a) this Clause 7.9(a) applies irrespective of the capacity in which the Customer owes any amount to Wagner Corporation, whether or not the Customer is liable as principal or surety and whether or not the Customer is liable alone, jointly, or jointly and severally;
- (b) Wagner Corporation will have a contractual right of lien and/or a right of set off over the Customer's Interest in Stored Wheat and Non-Wheat for all amounts due and payable by the Customer or any of its Entities to Wagner Corporation or any of its Related Entities under this Agreement or for any other reason;
- (c) Wagner Corporation's rights described in clause 7.9(b) above are in addition to, and do not exclude or limit, any other rights or remedies provided to Wagner Corporation by law and/or under any statute of the Commonwealth, a State or a Territory, including, without limitation, any rights and remedies that Wagner Corporation may have under the PPSA and in connection with any warehouseman's lien or storer's lien arising under the *Storage Liens Act 1935* (NSW), the *Storage Liens Act 1973* (Qld), the *Warehousemen's Liens Act 1958* (Vic) and any other similar or equivalent legislation and/or regulations.

7.10 Security Interest

Without limiting any other term of this Agreement, or Wagner Corporation's rights at law and/or any statute of the Commonwealth, a State or a Territory, the Customer acknowledges and agrees:

- (a) this Agreement constitutes a security agreement under and for the purposes of the PPSA that gives rise to one or more Security Interests in the Customer's Interest in Stored Wheat and Non-Wheat and the proceeds of such Stored Wheat and Non-Wheat (including but not limited to proceeds from any dealing with the Customer's Stored Wheat and Non-Wheat);
- (b) the Customer's Stored Wheat and Non-Wheat is collateral that is security for the Customer's obligations under this Agreement which is registrable on the PPSR under the PPSA;
- (c) Wagner Corporation may in its sole discretion perfect any Security Interest arising under or in connection with this Agreement by possession of the Customer's Stored Wheat and Non-Wheat and/or by effecting any registration on the PPSR (in any manner that Wagner Corporation deems appropriate) from time to time and the Customer agrees that any failure to register a financing statement in respect of its Security Interests does not affect or impair Wagner Corporation's Security Interests provided Wagner Corporation has possession of the Customer's Stored Wheat and Non-Wheat;
- (d) its consent to Wagner Corporation effecting registrations on the PPSR (in any manner that Wagner Corporation deems appropriate) to perfect any Security Interests in the Customer's Stored Wheat and Non-Wheat and the proceeds of such Stored Wheat and Non-Wheat arising under or in connection with this Agreement;
- (e) to promptly execute any documents, provide all relevant information, fully cooperate with Wagner Corporation and do any other act or thing that Wagner Corporation requires to ensure that any Security Interest created under this Agreement is perfected and remains continuously perfected, has priority over any other Security Interests in the Customer's Wheat and Non-Wheat and any defect in the Security Interest, including its registration, is overcome;
- (f) that it must not, without providing prior written notice to Wagner Corporation, change its name, address, contact details or any other details that would cause any details in a financing statement to be different if a Security Interest was re-registered;
- (g) to the extent the law permits:
 - (1) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (A) Wagner Corporation need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - (B) sections 142 and 143 of the PPSA are excluded;
 - (2) for the purposes of section 115(7) of the PPSA, Wagner Corporation need not comply with sections 132 and 137(3);
 - (3) the Customer waive its rights to receive from Wagner Corporation any notice required under the PPSA (including a notice of a verification statement); and
 - (4) if Wagner Corporation exercises a right, power or remedy in connection with its Security Interests, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless Wagner Corporation states otherwise at the time of exercise. However, this Clause 7.10(g)(4) does not apply to a right, power or remedy which can only be exercised under the PPSA,

provided that this Clause 7.10(g) does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other clause in this Agreement;

- (h) the parties must not disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. The Customer must notify Wagner Corporation before authorising the disclosure of information under section 275(7)(c) of the PPSA or requesting information under section 275(7)(d) of the PPSA. Nothing in this clause prevents any disclosure by the Customer or Wagner Corporation that it believes is necessary to comply with its other obligations under the PPSA; and
- (i) in this Clause 7.10 the following words have the respective meanings given to them in the PPSA: collateral, financing statement, perfected, possession, proceeds, register, registration, security agreement and verification statement.

7.11 Amounts Owing

- (a) Without limiting any other term of this Agreement, or Wagner Corporation's rights at law and/or any statute of the Commonwealth, a State or a Territory, if any amount is owed to Wagner Corporation (or any of its Related Entities) by the Customer (or any of its Related Entities) for any reason and on any account whatsoever (whether or not directly in connection with this Agreement or the Port Terminal Services Protocols or other Agreements) then Wagner Corporation may in its discretion:

- (1) enforce any Security Interest arising out of or in connection with this Agreement or exercise any right, power or remedy it has in relation to such Security Interests;
- (2) exercise any right, power or remedy it has in relation to any lien Wagner Corporation has over the Customer's Stored Wheat and Non-Wheat, including, without limitation:
 - (A) execute a Movement Request or load Wheat or Non-Wheat under Clause 3.5(a); or
 - (B) execute a Buyer to Buyer Title Transfer Form (or Stock Swap Form) or transfer Wheat and Non-Wheat under Clause **Error! Reference source not found.**,

in which case Wagner Corporation will instead retain possession of the Wheat and Non-Wheat as applicable that the Customer would otherwise be entitled to and, on 14 days' notice to the Customer, may sell the Wheat and Non-Wheat (in a manner determined at the sole discretion of Wagner Corporation) and apply the sale proceeds to the amount owed by the Customer (or any of its Related Entities) to Wagner Corporation (or any of its Related Entities) (in any priority) with any surplus monies to be paid to the Customer.

The rights of lien granted to Wagner Corporation under this Clause 7.11(a) are in addition to any other rights of lien it has under this Agreement, any statute of the Commonwealth, a State or a Territory or common law.

- (b) Clause 7.11(a) applies irrespective of the capacity in which the Customer owes any amount to Wagner Corporation, whether or not the Customer is liable as principal or surety, and whether or not the Customer is liable alone, or jointly or jointly and severally with another person.

8. LIMITATION OF LIABILITY

- (a) Unless otherwise agreed in writing with the Customer, Wagner Corporation will not be liable to the Customer or any third party for any Claims or Loss in relation to any alleged or actual reduction in standard or quality of Wheat and Non-Wheat where:

- (1) The reduction in quality or standard of Wheat and Non-Wheat (as determined by the values for protein, moisture and screenings) has not resulted in the downgrading of the Wheat and Non-Wheat from the grade to which the Wheat and Non-Wheat was classified on receipt by Wagner Corporation ; and/or
 - (2) Wagner Corporation has received and loaded the Wheat and Non-Wheat in accordance with the Commodity Standards or other minimum receipt specifications and sampling methodology agreed in writing between Wagner Corporation and the Customer under this Agreement; and/or
 - (3) the Customer has requested Wagner Corporation to blend two or more grades of Wheat and Non- Wheat into one grade of Wheat and Non-Wheat and the blended Wheat and Non-Wheat is at least the same quality of the lower Grade; and/or
 - (4) the moisture content of the representative sample for all grades loaded to road, rail, or vessel is within 0.3% of the maximum allowable under the Commodity Standards.
- (b) If the Commodity Standards or the minimum receipt specifications and sampling methodology as the case may be referred to in Clause 8(a) are not met, any Claims made by the Customer against Wagner Corporation in respect of Downgraded Wheat and Non-Wheat will be limited to: $T \times (P - V)$ where: T is the quantity in Tonnes of Wheat and Non-Wheat downgraded from one grade to a lower grade; and P is the fair market value determined in Wagner Corporation's discretion of the non Downgraded Wheat and Non-Wheat on the date at which the Claim was made by the Customer; and V is the fair market value of the Downgraded Wheat and Non-Wheat on the date at which the Claim was made by the Customer.
- (c) Where a Claim is recognised by Wagner Corporation to be valid and Wagner Corporation agrees to compensate the Customer or, in any other event where Wagner Corporation is liable to compensate or indemnify the Customer, then the Customer acknowledges and agrees that Wagner Corporation's maximum liability in respect of any Claim or Loss shall not exceed \$100,000 for Wheat or Non-Wheat outloaded on any shipping vessel or onto rail or road trucks on any one day, or multiple days if relating to the same matter, for the Port Terminal.
- (d) Wagner Corporation's liability for a Claim under this Clause 8 is subject to the Customer:
- (1) advising Wagner Corporation promptly of suspecting Downgraded Wheat and Non-Wheat, ceasing discharging suspected loads, and allowing Wagner Corporation to inspect suspected Downgraded Wheat and Non-Wheat;
 - (2) allowing Wagner Corporation every possible opportunity to mitigate all actual or potential losses;
 - (3) informing Wagner Corporation of any potential Claim which it has against Wagner Corporation in respect of Downgraded Wheat and Non-Wheat received by the Customer within 5 business days of receiving the Wheat and Non-Wheat; and
 - (4) providing Wagner Corporation with a sample of the Downgraded Wheat and Non-Wheat subject to the Claim; and
 - (5) allowing Wagner Corporation to test this sample and compare this sample with sample of Wheat and Non-Wheat retained by Wagner Corporation on the outloading of Wheat and Non-Wheat from the Wagner Corporation Storage or the Port Terminal.
- (e) Wagner Corporation may, in its discretion, mitigate or satisfy any Claim in respect of Downgraded Wheat and Non-Wheat by:

- (1) Averaging the quality parameters of the Downgraded Grain with other road or rail trucks outloaded to the Customer on the same day provided that:
 - (A) the protein, moisture and screening parameters of the downgraded load of Grain are within 0.4% of the minimum protein and maximum moisture and 2.0% of the maximum screening of the grade's Commodity Standard; and
 - (B) no more than two road or rail trucks have downgraded Grain; and/or
 - (2) blending a sufficient quantity of other Wheat and Non-Wheat so as to upgrade the Customer's Wheat and Non-Wheat; and/or
 - (3) substituting (at Wagner Corporation's expense) other Wheat and Non-Wheat of the same type of the required grade and quantity; and/or
 - (4) retaining the Downgraded Wheat and Non-Wheat and providing for the Claim as part of the outload adjustment under Clauses 6.5(a) and 6.5(b).
- (f) Wagner Corporation is not liable for any Consequential Loss relating to Downgraded Wheat and Non-Wheat made by or through the Customer.
 - (g) The Customer acknowledges that Wagner Corporation cannot guarantee complete freedom from Wheat and Non-Wheat defects and contaminants listed with a nil tolerance in the Commodity Standards, and is not liable for any quality Claims resulting from the detection of defects and contaminants whenever detected at levels of 0.05% by weight or less.
 - (h) Wagner Corporation does not take responsibility for chemical residues in Wheat and Non-Wheat detected at levels below 0.05mg/kg. This is regardless of whether the chemicals were applied as part of Wagner Corporation's pest control program, or any fumigation process, or were received from grower deliveries or any other source.
 - (i) The Customer acknowledges that Wagner Corporation, while using best endeavours to outturn Wheat and Non-Wheat in accordance with the Commodity Standards, is not liable for any non-conformance to the specification where the attribute does not form part of the original testing procedure or cannot be comprehensively determined by Wagner Corporation at the time of receipt at Wagner Corporation Storages or that normally deteriorates in storage over time. This includes, but is not limited to varietal purity, free fatty acids, falling number, vitreous kernel in Durum Wheat, and the presence of objectionable, toxic and chemical residues.
 - (j) The Customer acknowledges that Wagner Corporation, while using its reasonable endeavours to do so, cannot guarantee the level of whole and split grain for Pulses and Soybeans or cracked and broken levels for Maize stored and outloaded to the Customer.

9. EXCLUSION OF LIABILITY

9.1

- (a) The Customer acknowledges that Wagner Corporation is unable to test Wheat and Non-Wheat on receipt (whether received from the Customer or from another person) for toxic or other chemical residues, genetically modified seed or other contamination. Wagner Corporation is not liable for any direct or Consequential Loss suffered or incurred by the Customer caused by or otherwise relating to the storage or handling of contaminated Wheat and Non-Wheat at the Port Terminal. From time to time, Wagner Corporation may agree with the Customer to provide additional testing of Wheat and Non-Wheat received at the Port Terminal and may agree to provide additional guarantees as to the freedom of Wheat and Non-Wheat from defects and contaminants. Wagner

Corporation and the Customer will agree additional fees and charges for this service.

- (b) The Customer acknowledges that any transportation of Wheat and Non-Wheat is at the Customer's risk, including transportation of Wheat arranged by or on behalf of or at the request of either the Customer or Wagner Corporation. To the fullest extent permitted by law, Wagner Corporation is not liable for any Claim or Loss incurred by the Customer caused by or otherwise relating to the transportation of Wheat and Non-Wheat. Where the Customer acquires rail services from Wagner Corporation under a separate agreement, nothing in this Agreement affects the obligations and liabilities of Wagner Corporation under that agreement.
- (c) The Customer acknowledges that Wagner Corporation can remove and dispose of dust or Downgraded Wheat and Non-Wheat generated from the Customer's Wheat and Non-Wheat.
- (d) Without limitation, Wagner Corporation is not liable to the Customer or any third party, or any person claiming through or on behalf of the Customer, for any costs, losses or delays, whether direct or indirect, that may arise if wheat is not accumulated at the Port Terminal before the Assigned Load Date for any reason or out loaded to a vessel after the Assigned Load Date.

9.2 Insurance

- (a) Wagner Corporation will take out and keep in force an insurance policy, and may only by prior written agreement jointly insure with the Customer, in respect of loss or damage to the Wheat and Non-Wheat while it is held in the Port Terminal.
- (b) If Wagner Corporation makes a claim under the insurance policy then in relation to determining the fair market price for the purposes of any shortfall liability under Clause 6.5(a), the Customer:
 - (1) authorises Wagner Corporation to:
 - (A) receive and give good discharge for all monies payable under the insurance policy;
 - (B) settle, adjust and compromise all claims under the insurance policy; and
 - (C) determine, by agreement with the insurer, the time of loss; and
 - (2) will not make any claim against Wagner Corporation, nor contest or dispute any Wagner Corporation decision, in relation to any action by Wagner Corporation in accordance with this Clause 9.2(b) unless Wagner Corporation acts fraudulently and in bad faith.

9.3 Force Majeure

- (a) In this Agreement 'Force Majeure Event' means any event which is beyond the reasonable control of Wagner Corporation, including:
 - (1) acts of God, fire, storm, lightning, floods, earthquakes, pandemic, epidemic;
 - (2) acts of the public enemy, war, rebellion, insurrection, terrorist act, sabotage;
 - (3) materials shortages, utility failures, adverse effects of weather or weather related events;
 - (4) changes in any laws, regulations or schemes; and
 - (5) Port Block Out, embargo, strikes, lockouts, labour disputes or disturbances.
- (b) Subject to Clause 9.3(c), neither party will be liable to the other or any other person for any delay in performance or inability to perform any of its obligations under this Agreement to the extent

that such failure is caused or contributed to by a Force Majeure Event. If Wagner Corporation's performance is delayed by a Force Majeure Event, the time for performance will be extended for at least the time and to the extent that such performance is prevented by the Force Majeure Event.

- (c) The occurrence of a Force Majeure Event does not affect the Customer's liability to pay the Fees to Wagner Corporation in accordance with the terms of this Agreement.

10. TERMINATION

- (a) Wagner Corporation may terminate this Agreement:
 - (1) immediately upon written notice to the Customer if the Customer:
 - (A) has a liquidator or administrator appointed, or is no longer Solvent;
 - (B) fails to pay any amount that is due and payable under this Agreement or any other agreement between the Customer and Wagner Corporation or its Related Entities;
 - (C) breaches a material term, representation, obligation or warranty as set out in this Agreement or any other agreement between the Customer and Wagner Corporation or its Related Entities;
 - (D) fails to follow a direction of Wagner Corporation made reasonably and lawfully and material adverse consequences arise from the failure to follow that direction;
 - (E) commits an act or omission which compromises the safety of any person or brings Wagner Corporation in to disrepute; or
 - (F) fails to have in place or accurately declare the status of an Accreditation Requirements as set out in this Agreement; and.
 - (2) upon 14 days' written notice to the Customer if the Customer breaches any other material provision of this Agreement or any other agreement between the Customer and Wagner Corporation or its Related Entities, and does not remedy the breach to Wagner Corporation's satisfaction within Wagner Corporation's reasonably stipulated time frame.
- (b) The Customer may terminate this Agreement:
 - (1) immediately in the event that Wagner Corporation has a liquidator or administrator appointed;
 - (2) upon 14 days' prior written notice where Wagner Corporation breaches any material provision of this Agreement or any other agreement between the Customer and Wagner Corporation or its Related Entities, and does not remedy the breach to the Customer's satisfaction within the Customer's reasonably stipulated time frame; or
 - (3) by providing 21 calendar days' written notice of the Customer's intention to terminate this Agreement on the Termination Date.
- (c) The Customer must pay all Fees and other amounts due and payable in connection with this Agreement not later than 5 days following the termination date.
- (d) Notwithstanding expiry of the Term, or termination of this Agreement as set out in this Clause 10,

the Customer must ensure that prior arrangements are made to outturn and / or outload any Wheat and Non-Wheat held by Wagner Corporation prior to termination; otherwise the Customer shall be bound by the terms of this Agreement or the Port Terminal Services Protocols (as applicable).

- (e) Termination of this Agreement shall not prejudice any rights of either party that have accrued prior to the date of termination and the provisions set out in Clauses 7, 8, 9, 12.4, 12.5, 12.6 and 12.6(b) shall survive termination of this Agreement.

11. DISPUTES

- (a) Any dispute concerning the grade, quality, sampling, testing or classification of Wheat and Non-Wheat which Wagner Corporation and the Customer cannot resolve themselves after using reasonable endeavours to do so within 10 business days may be referred to a mutually agreed accredited independent testing facility for resolution in accordance with the provisions of this Agreement. Wagner Corporation and the Customer agree to be bound by the decision of the mutually agreed accredited independent testing facility. If an accredited independent testing facility cannot be agreed between Wagner Corporation and the Customer, the dispute will be referred to a dispute resolver as appointed by the dispute manager of the ADC. Wagner Corporation and the Customer shall bear their own costs in determining the resolution to the dispute.
- (b) If any dispute between the parties relates to a decision by Wagner Corporation to reject a Cargo Nomination Application or change a vessel loading order under the Port Terminal Services Protocols, then the parties shall resolve such disputes in accordance with the dispute resolution provisions contained in this Agreement.
- (c) For any dispute not covered under Clause 11(a) and 11(b), a party raising a dispute under this Agreement ("**Initiating Party**") must give the other party ("**Recipient Party**") a notice setting out brief details of the dispute ("**Dispute Notice**"). Within five business days of service of a Dispute Notice, the Recipient Party must give the Initiating Party a notice setting out brief details of the Recipient Party's position on the Dispute ("**Reply Notice**").
- (d) Within a maximum of ten business days of service of a Reply Notice, senior representatives from each party, with authority to settle the dispute, will meet and use reasonable endeavours acting in good faith to resolve the dispute by joint discussions.
- (e) If the dispute is not resolved within ten business days after the date of the Reply Notice, the dispute must, unless the parties agree otherwise, be submitted to mediation in accordance with the following:
 - (1) The dispute will be referred to formal mediation in Queensland to be mediated by a single mediator appointed by agreement of the parties or if they fail to agree within three business days, a mediator appointed by either:
 - (A) the President of the Queensland Chapter of the Institute of Arbitrators and Mediators of Australia ("**IAMA**"); or
 - (B) a dispute resolver as appointed by the dispute manager of the ADC.

If the parties fail to agree on an organisation to appoint a mediator under Clause 11(e)(1) within three business days, a mediator will be appointed by the President of the Queensland Chapter of IAMA.

- (2) Unless the parties agree otherwise, a mediation conducted by a mediator appointed by

IAMA will be conducted under the IAMA Mediation Rules and a mediation conducted by a mediator appointed by the ADC will be conducted under the ADC Guidelines and Rules (whether or not the mediator is a legal practitioner).

- (3) The parties may appoint a person, including a legally qualified person to represent it or assist it in the mediation.
 - (4) Each party will bear their own costs relating to the preparation for and attendance at the mediation.
 - (5) The costs of the mediator will be borne equally by the parties.
 - (6) The mediation process will terminate within 20 business days of the appointment of the mediator, upon which either party will be entitled to commence court proceedings in relation to the dispute.
- (f) A party must not start court proceedings in respect of the dispute unless it has complied with Clauses 11(b) to 11(e). Nothing in this clause prevents a party seeking urgent injunctive or similar interim relief from a court.
- (g) During any dispute resolution process, the pre-dispute status quo will continue. Accordingly:
- (1) each party will comply with its obligations, and may exercise its rights under this Agreement; and
 - (2) the fact that a party ceases to do anything in dispute will not be taken to be an admission by that party that it had breached, or had been in breach of, this Agreement.

12. MISCELLANEOUS

12.1 Legal Operation

Neither party is required to perform any obligation under this Agreement if, in its reasonable opinion, it would contravene or might contravene any Commonwealth, State, Territory or Local Government statute, code or other law, including any condition of accreditation or access or under any laws, government or endorsed scheme or arrangement.

12.2 Notices

Any notice or other communication in connection with this Agreement (unless specifically permitted by e-mail):

- (a) is effectively signed by or on behalf of a party if it is executed by that party, any of that party's officers or that party's solicitor or attorney;
- (b) may be served on a party by being:
 - (1) sent by post in a pre-paid envelope to;
 - (2) sent by facsimile transmission to; or
 - (3) personally delivered to or left at that party's registered office, address specified;

if the notice is served by Wagner Corporation on the Customer, then the details for the purposes of Clause 12.2(b) will be specified on page 1 of this Agreement. If the notice is served by the

Customer on Wagner Corporation then that notice for the purposes of Clause 12.2(b) will be served to the Wagner Corporation Company Secretary c/ the address for Wagner Corporation stated on page 1 of this Agreement.

- (c) Any notice or other communication in connection with this Agreement will:
 - (1) if posted, be taken to be served two business days after the date of posting; and
 - (2) if sent by facsimile transmission, be taken to be served on conclusion of successful transmission.
- (d) Service by any of the methods referred to in Clause 12.2 will be valid and effective even though a party does not receive the document or if the document is returned to a party through the post unclaimed.

12.3 Exercise of Rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or an exercise of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise. A party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.

12.4 Remedies Cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

12.5 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws for the time being in force in the State of Queensland and the parties agreed to submit to the non-exclusive jurisdiction of the courts of that State.

12.6 Assignment & Privacy

- (a) This Agreement:
 - (1) may be assigned by Wagner Corporation to any of its Related Entities without the consent of the Customer; and
 - (2) subject to paragraph (1), must not be assigned by either party to this Agreement to any third party without the written consent of the other party, which may not unreasonably be withheld.
- (b) Both parties acknowledge the right of the other party to access information pursuant to this Agreement in line with the *Privacy Act 1998* (Cth). Both parties agree that any information related to the performance of this Agreement may be collected, held and used by the other party as follows:
 - (1) for any purpose required or permitted by any Governmental Department or regulator, or as required by any law;
 - (2) in order to maintain stock records and administer grower payments;

- (3) used by Wagner Corporation or its Related Entities for purposes connected with the provision of products or services by Wagner Corporation or its Related Entities which the Customer has agreed to obtain from Wagner Corporation or its Related Entities;
- (4) used by Wagner Corporation and disclosed to Wagner Corporation's Related Entities to market other products and services to the Customer (excluding Wagner Corporation Trading); and
- (5) disclosed by either party to any party for the purpose of enforcing any rights that party may have in connection with the stated Wheat or commodity or variety.

12.7 Site Access

- (1) Wagner Corporation regards the health and safety of all persons, and protection of property and the environment at or about all Wagner Corporation Storages as paramount. In order to protect people, property and the environment, the Customer must, and must also ensure that the Customer's employees, agents, contractors and invitees comply with all procedures, policies and instructions of Wagner Corporation representatives prior to entering, while visiting and while leaving any Wagner Corporation facility or site. The Customer must also provide prior advance written notice to Wagner Corporation if they want to request to attend any Wagner Corporation facility, stating the date they wish to attend, the identity of the Customer's representative and the purpose of the visit.
- (2) Wagner Corporation may, in its absolute discretion, acting reasonably and in good faith, refuse or reject a visitation request. In the event that Wagner Corporation refuses a visitation request, Wagner Corporation may, where practicable, advise of the reasons for refusal and may, at its discretion, provide an alternative date for visitation. The Customer shall not attend at any Wagner Corporation site without receiving the prior consent of Wagner Corporation for each visit and shall not enter or stay on any Wagner Corporation site without appropriate Wagner Corporation supervision.
- (3) The Customer is responsible for ensuring that it and the Customer's employees, agents, contractors and invitees comply with this clause, any laws and regulations, and all Wagner Corporation's Port Terminal and access/ egress requirements and they that do not cause and risk of harm, damage, injury, hazard, or cause any contamination of any Wheat and Non-Wheat, on or about any Wagner Corporation Port Terminal.

12.8 Confidentiality & Endorsement

Subject to Clause 12.6(b), the parties agree not to disclose the contents of this Agreement to any other party except for the purposes of professional or financial advice or as required by law. Further the Customer shall not unless it has received Wagner Corporation's express prior written approval, make any statements or authorise or publish any material in relation to any Wagner Corporation personnel, site, facility or any matter connected to the Port Terminal Services or this Agreement, and in no circumstance will the Customer make any statements or authorise or publish any material which may be construed as having been approved by or endorsed by Wagner Corporation.

12.9 Legal advice and costs

Each party agrees that it has had an opportunity to obtain its own legal advice. Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

12.10 Amendment

- (a) This document may only be varied or replaced by a document executed by the parties.

- (b) By no later than 31 August of each year occurring after the date of this Agreement, Wagner Corporation must notify the Customer of the New Season Agreement to apply for the next season commencing 1 October of that year.

12.11 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

12.12 Entire understanding

- (a) This Agreement contains the entire understanding between the parties as to the subject matter of this document. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (b) No oral explanation or information provided by any party to another affects the meaning or interpretation of this document; or constitutes any collateral agreement, warranty or understanding between any of the parties.

13. INTERPRETATION & DEFINITIONS

13.1 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (b) a reference to laws, any statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;
- (c) the singular includes the plural and vice versa;
- (d) any reference to a Wagner Corporation Customer, and not the Customer in this Agreement, shall be a reference to a party who has a relationship with Wagner Corporation that is governed by this Agreement and / or a Country Storage and Handling Agreement for the current Season;
- (e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) the use of the words "including", "includes", "for example" or "such as" does not limit the meaning of the words to which the list relates, to those items or to items of a similar kind;
- (h) headings are inserted for convenience and do not affect the interpretation of this Agreement;
- (i) a reference to a Clause, schedule, annexure is a reference to a Clause, schedule, annexure or appendix to this Agreement and references to this Agreement include any recital, schedule, annexure or appendix, unless otherwise indicated;
- (j) except as otherwise provided expressly in this Agreement, a reference to a business day or

working day is any day on which the Port Terminal is open for business in the relevant state or territory where the relevant services and activities in connection with this Agreement are occurring;

- (k) a reference to the 'terms' of this Agreement includes all terms, conditions, warranties and covenants of this Agreement; and
- (l) A reference to a 'discretion' exercised by a party to this Agreement, refers to the power of choice exercised in good faith by that party which is absolute and final.

13.2 Definitions

The following words have the corresponding following meanings in this Agreement unless a contrary intention appears.

Accounting Stock Tonnage means, in respect of a period, the quantity of each type and grade of Wheat and Non-Wheat for in, or which was in, a Wagner Corporation Storage or Port Terminal Site in the Wagner Corporation System during that period as shown in Wagner Corporation 's accounting records and is calculated as follows:

- (a) Receival Tonnage (including transfers from Grower Warehousing), less,
- (b) Shrinkage Allowance in accordance with Clauses 6.4(b) and 6.4(c), plus,
- (c) Tonnage title transferred to the Customer, less,
- (d) Tonnage title transferred from the Customer, plus,
- (e) The net of seasonal or grade reclassification in proportion to the Customer's interest, plus,
- (f) The net of Wheat and Non-Wheat for moved as site to site movements in proportion to the Customer's interest, less,
- (g) Wheat and Non-Wheat for outloaded from the Wagner Corporation System at any time during the period in proportion to the Customer's interest.

Accreditation Requirements has the meaning set out in Clause 3.6 of this Agreement, and includes any amendment or re-enactment of any legal or regulatory requirement which may apply to Customer in connection with the Port Terminal Services.

ADC means the Australian Disputes Centre, located at Level 16, 1 Castlereagh Street, Sydney, NSW 2000.

Agreement means this document and all schedules and annexures attached to it, as may be amended from time to time.

Assigned Load Date means the date assigned by Wagner Corporation to a vessel nominated by the Customer, in accordance with the Port Terminal Services Protocol, and at which date Wagner Corporation reasonably expects that vessel to be placed on a shipping berth for the commencement of loading.

Authorised Officer means an Australian Government official or other authorised personnel approved under Australia's export legislation by the DoA to undertake export inspection functions, including sampling, inspection and testing tasks.

Authority To Load Advice means the form provided to Wagner Corporation by the Customer specifying the Wheat or Non-Wheat to be loaded to the nominated vessel.

BARI means a barley standard that is below malt and food classification.

Blending Fee means loading two or more grades of a Grain into a hatch of vessel.

Booking ID means the tracking order created by Wagner Corporation to acknowledge the Movement Request of the Customer.

Bulk Wheat and Non-Wheat means Wheat and Non-Wheat for export from Australia other than Wheat and Non-Wheat which is exported in a bag or a container that is capable of holding not more than 50 Tonnes of Wheat and Non-Wheat.

Buyer to Buyer Title Transfer Form means the form for the Title Transfer of Grain entitled "Buyer to Buyer Title Transfer Form" available from Wagner Corporation.

CHKF means the no quality guarantee old season held chickpea commodity

Claim means any allegation, demand, claim, suit, action, proceeding, damage, Loss, cost, expense or liability incurred by or made or recovered by or against a person, however arising, whether present, immediate, actual, contingent or future.

Commencement Date has the meaning given in Clause 1(b).

Commodity Standards means the commodity standards published on the Wagner Corporation Website subject to the limitations described in this agreement. Application of Commodity Standards may include harvest management tools utilised by Wagner Corporation such as commingling of grades. Additional Commodity Standards may be created by Wagner Corporation due to seasonal requirements or agreed between Wagner Corporation and the Customer for specific requirements.

Consequential Loss means any indirect, special, incidental or consequential loss, any loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings and any increased operating costs suffered by or incurred by any person, whether arising in contract or tort (including negligence) or under any statute, arising out of or in connection with this Agreement.

Co-owner means, in respect of a particular type and grade of Wheat and Non-Wheat for, each customer of Wagner Corporation who has delivered Wheat and Non-Wheat of that type and grade to Wagner Corporation and for whom Wagner Corporation has stored, handled or is storing or handling Wheat and Non- Wheat for of that type and grade at any particular time, pursuant to a Bulk Wheat and Non- Wheat for Port Terminal Services Agreement or Country Storage and Handling Agreement. For the avoidance of doubt, Wagner Corporation may also be a Co-owner as contemplated in Clause 6.1(g) of this Agreement.

CropConnect means the electronic stock management system operated by Wagner Corporation.

Country Storage and Handling Agreement means an agreement entitled "Country Storage and Handling Agreement " between Wagner Corporation and a customer.

Department of Agriculture or DoA means the Commonwealth Department named the Department of Agriculture (ABN 24 113 085 695) 18 Marcus Clark Street, Canberra City, ACT 2601 or any equivalent government department that has oversight of the export inspection functions under Australia's Export legislation.

Downgraded Wheat and Non-Wheat means Wheat and Non-Wheat that fails to meet the minimum/maximum of one or more quality specifications in a grade defined by Commodity Standards. For clarity, "downgrading" hierarchy occurs through the Grade Cascade, where applicable, as defined by the relevant commodity standards, unless otherwise agreed between the Customer and Wagner Corporation.

Feed Wheat and Non-Wheat means Wheat and Non-Wheat specifically for the purpose of non- human animal stock feed consumption.

Fees means the fees and charges that are due and payable under this Agreement as consideration for the Services, as set out in Annexure A and may be amended from time to time.

Government Agency means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

Wagner Corporation means Wagner Corporation Pty Ltd ABN 42 623 195 335 of 1 Airport Drive, 1511 Toowoomba Cecil Plains Road, Wellcamp, QLD 4350.

Wagner Corporation Storages means the grain storage facilities operated from time to time by Wagner Corporation except the Port Terminals.

Wagner Corporation system means any grain receipt, storage and handling facilities operated from time to time by Wagner Corporation, including the Wagner Corporation storages and Port Terminals.

Grower means any entity or individual registered by NGR with a Grower Registration Number.

Grower Warehouse Agreement means an agreement entitled "Grower Warehousing Agreement" between Wagner Corporation and customer being a Grower.

Grower Warehouse Grain Title Transfer Form means the form for Title Transfer of grain entitled "Grower Warehouse Grain Title Transfer Form" pursuant to which grain is transferred out of Grower Warehousing.

Grower Warehousing means storage of grain with Wagner Corporation pursuant to a Grower Warehouse Agreement.

GST means the tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

GTA means Grain Trade Australia Limited (ABN 70 979 095 411).

Heavy Vehicle National Law means the Heavy Vehicle National Law administered by the National Heavy Vehicle Regulator.

Interest means, in respect of a Co-owner, the proprietary right held by that Co-owner in the portion of the Stored Wheat and Non-Wheat, , which is equivalent to the percentage of Wheat and Non-Wheat of the relevant type and grade that was received from or on behalf of that Co- owner.

Licence means any licence, consent, approval, permit, accreditation or other authorisation which is required to be granted by any Government Agency or Port Corporation in connection with the operation of a Port Terminal, as varied, amended or substituted from time to time, which to avoid doubt, includes any such consent, licence, approval, permit, accreditation or other authorisation required to be held by Wagner Corporation solely because of its ownership of a Port Terminal.

Loss means any loss (including Consequential Loss), liability, damage, cost (including full legal costs of recovery), charge, expense, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for.

Low Level Presence means the unintended presence of a Genetically Modified variety or commodity in a Non-Genetically modified variety or commodity, whether known or not.

Market Risk means the risk of Wheat and Non-Wheat being rejected or detained by the importing customer, where Wheat and Non-Wheat may contain defects, contaminants or residues that breach contract specifications. This risk may include testing methods or contract interpretation differences, non-regulated chemical residues, toxins or organisms.

Movement Request means a request from a customer made on the relevant form or lodged via CropConnect to load and/or unload grain at a Wagner Corporation storage site. A Movement Request is required for all outloads, inloads (excluding ex farm deliveries) and site to site movements. Each Movement Request is assigned a unique Wagner Corporation Reference Number. If supplied, the order numbers provided to customers are recorded as a Customer Reference against each Movement Request

Natural Port Zone means Wagner Corporation Storages that lie in geographical area bounded by the normal movement of trains to Wagner Corporation Port Terminals.

NGR means National Grower Register (NGR Pty Ltd) of PO Box 3526, Toowoomba Village Fair, QLD, 4350. National Heavy Vehicle Regulator means the Commonwealth department known as the National Heavy Vehicle Regulator.

Nil means less than 0.05% by weight of defects or contaminants that have a Nil tolerance in the Commodity Standards (excluding live insects).

Nominated Capacity means the total mass weight of Wheat and Non-Wheat of a particular type that can be loaded into a given rail wagon class that does not exceed the legal loading limits as set by the relevant authority. These nominated capacities may change from time to time as advised by Wagner Corporation.

Non-Wheat means malt barley, feed barley, canola, oat, rye, triticale, legumes, rice, sunflower seed, sorghum, maize (and any other type of grain which Wagner Corporation agrees to store and handle, excluding Wheat) which is the subject of this Agreement and includes Stored Non-Wheat.

Notice of Readiness means Customer confirmation that the presented vessel at a Port Terminal can be loaded and, includes confirmation that the vessel has passed AQIS survey and that any required letters of credit are in place.

Operational Reasons means delays or Wheat and Non-Wheat unavailability due to weather problems, grain infestation or fumigation, grain quality problems, inaccessible Wheat, mechanical failure, rail availability or rail delays, last of grain in storage being outloaded and failure to accumulate cargo at a Port Terminal in a timely manner.

Other Agreements means other operative agreements between Wagner Corporation and the Customer for the Season that work in conjunction with this Agreement, including the Country Storage and Handling Agreement, Grower Warehousing Agreement or Long Term Agreement for Port Terminal Services.

Outloading Fees means the fees for outloading Wheat and Non-Wheat as set out in this Agreement and any Other Agreement, as varied from time to time.

Outloading Tonnage / Outloading means Tonnage of Wheat and Non-Wheat removed from a Port Terminal to the Customer's rail, road or shipping transport.

Port Block Out means, in respect of a particular Port Terminal, an event or series of events which results in the Port Terminal being unable to receive Wheat or Non-Wheat or load Wheat or Non-Wheat onto a waiting vessel for any reason including as a result of a delay in the loading of a previous vessel or a disruption occurring in connection with the delivery of grain to the Port Terminal.

Port Corporation means a port corporation or anybody having ownership or control over the operations of the port at which a Port Terminal is located.

Permitted Security Interest means:

- (a) a Security Interest whereby the Title Transfer of Wheat and Non-Wheat between the Customer and another party has taken place in accordance with this Agreement but subject to a retention of title; and
- (b) any Security Interest that Wagner Corporation has arising out of or in connection with this Agreement.

Port Terminals means Wagner Corporation 's seaboard terminals at Gladstone, Mackay, Fisherman Islands, Newcastle, Port Kembla, Geelong and Portland.

Port Terminal Services Protocols means the Bulk Wheat and Bulk Grain Port Terminal Services Protocol or the Port Terminal Services Protocol for Wagner Corporation Exempt Port Terminals as published on Wagner Corporation's web site from time to time.

Port Terminal Services means the intake, treatment and blending of Wheat and Non-Wheat, ship loading services, storage services and other miscellaneous services where required and as agreed between the Customer and Wagner Corporation at a Wagner Corporation port terminal facility.

Port Terminal Services Agreement means any prior agreement which applied prior to the Term for services similar to this agreement between the Customer and Wagner Corporation.

Port Terminal Services Price Schedule means the fees and charges for the loading of Wheat and Non-Wheat to the vessel's side as detailed in Annexure A.

PPSA means the *Personal Property Securities Act 2009* (Cth), together with any regulations in force at any time under the PPSA, including the *Personal Property Securities Regulations 2010* (Cth).

PPSR means the Personal Property Securities Register established under the PPSA.

Receival Docket means grain receipts issued by Wagner Corporation on receipt of Grain by Wagner Corporation from or on behalf of the Customer or pursuant to Grower Warehousing.

Receival Fees means the fees for the receipt of Grain as set out in this Agreement and any Other Agreement, as varied from time to time.

Receival Tonnage means Tonnage of Wheat and Non-Wheat delivered to the Customer from Growers on a Receival Docket, or transfers of Receival Dockets from Grower Warehousing or other deliveries from outside of the Wagner Corporation System.

Regulatory Risk means the Wheat and Non-Wheat presented for inspection fails to meet Australian regulations or importing country sanitary or phytosanitary regulations including:

- (a) the presence or possible presence of live insects or other regulated pests;
- (b) the presence or possible presence of quarantine objects like weed seeds, plant diseases, fungi;
- (c) the presence or possible presence of chemical residues or toxins that fail to meet Australian regulatory requirements;
- (d) the presence or possible presence of chemical residues or toxins that fail to meet importing country regulatory requirements; or
- (e) the omission of, or an incorrect action relating to completion of preshipment activities including regulated fumigation, testing or other certification requirements.

Related Entities has the meaning given to it in the *Corporations Act 2001* (Cth).

Season means the season nominated on the cover page of this Agreement.

Stock Swap means the notional placement of Accounting Stock at a Wagner Corporation Storage other than the Origination Site for Outload.

Storage Fees means the fees for storage of Wheat and Non-Wheat as set out in Annexure A to this Agreement and any Other Agreement, as varied from time to time.

Stored Wheat and Non-Wheat means, in respect of a particular type and grade of Wheat and Non-Wheat, all of the wheat and Non-Wheat of that type and grade received by Wagner Corporation for storage and/or handling at any particular time pursuant to a Bulk Wheat and Non-Wheat Port Terminal Services Agreement or Country Storage and Handling Agreement and which the Co- owners collectively own.

Term has the meaning given to it in clause 1(b).

Termination Date has the meaning given to it in clause 1(b).

Third Party Storages means any grain storage facilities operated from time to time by any party other than Wagner Corporation including on farm storages.

Title Transfer means where the Accounting Stock Tonnage, or part thereof, of the Customer (which, for the purposes of this definition, is taken to represent the Customer's Interest) at a specific Wagner Corporation Storage or Port Terminal, as recorded in any Wagner Corporation systems, is transferred to another Wagner Corporation customer.

Tonne or Tonnage means a metric tonne of tonnage.

Vessel Loading Advice means the form provided to Wagner Corporation by the Customer specifying the grain to be loaded to the nominated vessel.

Vessel Loading Fee means the fee as listed for the relevant Wagner Corporation Port Terminal in Annexure A to this Agreement, as varied from time to time.

Wheat means *Triticumaestivum*, *Triticumduri*, (Durum).

ANNEXURE A: BULK WHEAT AND NON-WHEAT PORT TERMINAL SERVICES PRICE SCHEDULE

Notes:

1. Unless stated otherwise, all prices are quoted as AUD per Tonne.
2. All fees are quoted exclusive of GST.
3. Prices for Soybean and any other grain not listed are available upon application.
4. These prices are effective from 1 October 2022 to 30 September 2023

1. Port Intake Fees

1.1 Intake Fees at Port Terminals ex Wagner Corporation Storage

Ex Wagner Corporation Intake Fees	
Port Terminal	Road Fee / T
Pinkenba	\$6.35

Intake into the Port Terminal is as per the shift hours specified in 4.1 of this Schedule. Intake and unloading outside of these hours is by arrangement. Where overtime shifts have been booked and payable and rail and/or road transport fails to arrive, cancellation fees will apply as per table 4.1.

Wagner Corporation will provide the following services for the intake of Wheat and Non-Wheat outloaded from Wagner Corporation storages in accordance with the relevant Port Terminal Services Protocols:

- (a) Site assembly planning and coordination of delivery of Wheat and Non-Wheat to port terminal(s);
- (b) Unloading of rail and road trucks into the Terminal during the hours and days as specified by Wagner Corporation ;
- (c) Sampling and classification on delivery;
- (d) Weighing on delivery;
- (e) Transfer of Wheat and Non-Wheat to storage cells;
- (f) Recording and provision of delivery information;
- (g) Wheat and Non-Wheat hygiene and quality management;
- (h) Shipping stem maintenance; and
- (i) Insurance for all general physical risk (i.e. fire, flood, storm, etc).

Services excluded

The Standard Port Terminal Services for intake of Wheat and Non-Wheat at Port Terminals ex Wagner Corporation Storage do not include:

- (a) Procurement of road and rail transport;
- (b) Port Terminal stevedoring costs unless by prior arrangement with the respective Port Terminal; and
- (c) Geelong Terminal wharfage.

1.2 Intake Fees at Port Terminals ex Third Party Storage

Road Fee / T (ex-farm) (1)		
Port Terminal	Road Fee / T	
Pinkenba	\$6.35	Applicable Receival Fee under the Country Storage & Handling Agreement or Grower Warehousing Agreement (as applicable)

- (1) Ex-farm grain delivered to the Port Terminal that is not received under a Movement Request (that is grain delivered using a NGR grower number)

Ex Third Party Storage (in transit testing), optional	Fee / T	Included Services
All Port Terminals	POA	Off-site testing of trucks at designated testing station en-route to the Port Terminal (if provided by Wagner Corporation from time to time)

Intake into the Port Terminal is as per the shift hours specified in 5.1 of this Schedule. Intake and unloading outside of these hours is by arrangement. Where overtime labour has been booked and payable and rail and/or road transport fails to arrive, cancellation fees will apply as per table 5.1.

When receiving treated or fumigated grain from Third Party Storage, the Customer must advise on submitting the Cargo Nomination Application (and prior to delivery), the details of any chemical treatment used or planned to be used, and not deliver the commodity until advised that such treatments are acceptable to Wagner Corporation.

Port Terminals have a nil tolerance for fumigant residues. Where the commodity has been fumigated, the Customer must provide a 'Clearance Certificate' stating that the commodity is free from all fumigant residues, issued by a licensed fumigator. If this information cannot be supplied, fees as outlined in section 1.3 of this Schedule will be applicable.

Wagner Corporation requires that Wheat and Non-Wheat delivered to the Port Terminal from Third Party Storage after the following dates each year has a valid fumigation certificate or vendor declaration 1st December.

Non-compliant deliveries will not be accepted at a Port Terminal after the prescribed dates above.

Wagner Corporation will provide the following services for the intake of Wheat and Non-Wheat from Third Party Storage in accordance with the relevant Port Terminal Services Protocols:

- (a) Site assembly planning and coordination of delivery of Wheat and Non-Wheat to Port Terminal(s);
- (b) Unloading of rail and road trucks into the Port Terminal during the hours and days as specified by Wagner Corporation ;
- (c) Sampling and classification on delivery;
- (d) Weighing on delivery;
- (e) Transfer of Wheat and Non-Wheat to storage cells;
- (f) Recording and provision of delivery information;
- (g) Wheat and Non-Wheat hygiene and quality management;
- (h) Shipping stem maintenance; and
- (i) Insurance for all general physical risk (i.e. fire, flood, storm, etc).

Services excluded

The Standard Port Terminal Services for intake of Wheat and Non-Wheat at Port Terminals from Third Party Storage does not include:

- (a) Procurement of road and rail transport; and
- (b) Port Terminal stevedoring costs unless by prior arrangement with the respective Port Terminal.

The direct to port intake fee under this section 1.2 of this Schedule will be available for deliveries of Wheat and Non-Wheat by Customers who meet the terms and conditions of the Port Terminal Services Protocols.

Fees for service requirements that do not meet the Standard Terms outlined in this Agreement will be quoted on a case by case basis depending on the services required.

Failure by the Customer to meet any of the agreed service parameters during the delivery period or after may lead to additional charges being applied.

The applicable Port Terminal intake fee is levied against all Tonnes received into the terminal.

1.3 Intake Fees at Port Terminals by Road or Rail ex Third Party Storage - Infested Loads

Ex Third Party Storage - Infested Loads	Fee / T
Receival Path Cleaning Fee	\$6,660 per road truck (where possible rejected at port sampling point)
Hospital Bin/Bunker Treatment (includes transport, handling and treatment)	\$14.75 per Tonne
On site fumigation (where available)	\$1,821 per 1,000 (wheat) Tonne of bin capacity

Intake into the Port Terminal is as per the shift hours as specified in 4.1 of this Schedule. Intake and unloading outside of these hours is by arrangement. Where overtime shifts have been booked and payable and rail and/or road transport fails to arrive, cancellation fees will apply as per table 4.1.

In the circumstance where grain is delivered to a Wagner Corporation Port Terminal by road or rail from Third Party Storage and is found to be infested, mitigation costs will be charged to the Customer. The charges will be charged in two separate components:

1. Receival path cleaning fee; and either of:
- 2a. Fumigation fee for the infested grain (where this service is available); or
- 2b. Removal of the grain from the terminal to a "hospital" facility for disinfestation.

Wagner Corporation reserves the right to reject Wheat and Non-Wheat from intake into the Port Terminal if infestation is detected prior to the unloading of rail wagons or road deliveries.

1.4 Re-Delivery at Port Terminals

Re-Delivery at Terminal	Commodity	Component	Fee / T
All Port Terminals	Wheat & Non-Wheat	All Grades	\$12.62

This fee is applicable to Wheat and Non-Wheat outloaded from Wagner Corporation Storage and rejected at its destination for reasons outside of the control of Wagner Corporation and tendered for re-delivery to the Port Terminal. This fee will apply if Wheat or Non-Wheat is rejected at a destination for quality non-conformance and subsequent load samples indicate that the load is within specification.

1.5 Cargo Nomination Application Booking Fee

Cargo Nomination Application booking Fee (non-refundable)	Fee / T
Wheat and Non-Wheat at all Port Terminals (Refer to Port Terminal Services Protocol for applicable conditions)	\$12

This fee is in addition to any other fees that may be applicable to the intake, storage and the loading of vessels. Conditions applicable to this fee are to be found in the Port Terminal Services Protocol.

The Customer will be invoiced the Cargo Nomination Booking Fee on the nominated Tonnage. Following completion of vessel loading, an adjustment invoice or credit will be prepared as part of the Vessel Loading Advice (VLA) to adjust for loaded Tonnes.

If a vessel loads below the nominated Tonnage, the Customer is credited for the Booking Fee applicable to the difference between the nominated Tonnage and the actual Tonnage loaded, capped at 10% of the nominated Tonnage.

If the nominated Tonnage is within or up to the +10% tolerance of the elevation Tonnage, an adjustment invoice for the Booking Fee will be raised for the difference between the nominated Tonnage and the elevation Tonnage.

1.6 Vessel Loading Fee

Vessel Loading Fee	Fee / T
Wheat - Pinkenba	\$23.15

Vessel Loading Fee	Fee / T
Other grains	POA

The vessel loading fee is in addition to the Port Terminal Intake fees listed in tables 1.1, 1.2 and 1.3 of this Schedule and will be charged against all Tonnes loaded onto vessels.

For Wheat and Non-Wheat outloaded to a vessel, the fee includes the following services:

- (a) Transfer of Wheat and Non-Wheat to the vessel via the terminal shipping path;
- (b) Loading vessels as per the relevant clauses in the Port Terminal Services Protocols;
- (c) Overtime for the unloading of rail and road transport and shiploading;
- (d) Monitoring of Wheat and Non-Wheat quality during loading;
- (e) Liaison with stevedore regarding loading requirements;
- (f) Any Pesticide Residue Free or Restricted testing required; and
- (g) Collection of hatch and cargo samples if required.

Loading of vessels on a 24 hour per day basis can be arranged with prior notice to the relevant Wagner Corporation Terminal Manager and is subject to Overtime Vessel Loading fee and availability of labour. Where overtime labour has been booked and the Customer fails to present vessel or rail and/or road transport fails to arrive, cancellation fees will apply as per table 4.1.

IMPORTANT NOTE: As a result of changes to Export Certification requirements, new fees for grain export inspection will replace previous Australian Quarantine and Inspection Service (AQIS) inspection services, and will be applicable when Wagner Corporation provides the service.

1.7 Draft Survey

Wagner Corporation may, from time to time, use a draft survey on vessels loaded to validate its shore based weights. In the event, based on Wagner Corporation's reasonable opinion, the shore based weights are not accurate at a Port Terminal or at a Port Terminal for a grain commodity, Wagner Corporation can use draft survey weights (from an independent and licenced marine surveyor) for the determination of fees and grain weights under this Agreement. Wagner Corporation will provide the Customer reasonable notice before adopting the use of draft survey weights and for the discontinuation of the use draft survey weights when, based on Wagner Corporation's reasonable opinion, the shore based weights are not accurate.

- (a)

2. Port Outloading Fees

2.1 Outloading from Port Terminals

Domestic Outloading from Port Terminals	Fee / T
Road outloading to domestic destination	\$12.15

- (a) Road outloading from Pinkenba is by appointment;

2.2 Port Outloading Fees to Wagner Corporation Packing Locations – Basic Fees

For full details of containerisation charges, terms and conditions, please refer to the relevant Container Packing Price Schedules.

3. Wagner Corporation Technical Services Port Sample Fees

3.1 Sample Fees

Customers are provided with a 5kg sample from each hatch included in the loading fee. Also available on reasonable request are additional samples as follows:

Port Sample type	Quantity	Fee
Storage unit sample	For each 5kg or part thereof	N/A
Composite pre-shipment sample	For each 5kg or part thereof	N/A
Parcel sample	For each 5kg or part thereof	N/A
Hatch sample	For each 5kg or part thereof	N/A

Additional charges may be applicable for requests over and above those considered reasonable by Wagner Corporation and such fees will be advised on a per request basis.

Where bins are required to be turned for sample collection, charges will apply and will be advised to the Customer at an agreed rate. Freight costs for sample distribution will be to the Customer's account.

Prices for services provided by Wagner Corporation Technical Services (such as independent analysis) are available separately and do not form part of this Agreement.

3.2 Treatment/Fumigation Certificate Fees

The cost for a Treatment/Fumigation Certificate is \$116 for the first Certificate and \$47 per Certificate for any subsequent issue of Certificates requested relating to that cargo. For Fumigation Certificates requested pertaining to traceable 'Identity Preserved' (IP) grain the fee shall be \$566 per certificate.

Treatment/Fumigation Certificate	Per Cargo	Fee (per certificate)
First certificate	Per cargo	\$180
Subsequent certificates	Per cargo	\$80
Fumigation certificates for IP grain	Per cargo	\$1,320

Note

- (a) Certificates are issued on standard Wagner Corporation Treatment Certificate template;
- (b) Charges are applicable to fumigation Certificates generated for both export cargoes or product outloaded from Wagner Corporation Storage;

- (c) Multiple copies of each Certificate can be provided without additional charge; and
- (d) Fees include the distribution as required via post (including Express Post), email or fax.

4. Port Terminal Miscellaneous Fees

4.1 Miscellaneous Fees

Port Terminal Miscellaneous Fees			Fee / T
Overtime Vessel Loading Fee for (a) Day Shift (Sat only) (b) Afternoon Shift (Mon-Sat) (excluding Public Holidays)	All Ports	Per shift	PoA
Overtime Vessel Loading Fee for (a) Night Shift (Mon-Sat) (b) All Shifts Sunday and Public Holidays	All Ports	Per hour (minimum 4 hours)	\$2,105
Cancellation Fee for the cancellation of requested and booked Overtime Vessel Loading Shifts outside of Day Shifts (below) in circumstances where the Customer's vessel fails to present	All Ports	Per shift	\$13,287
Cancellation fee for road intake where overtime labour has been requested and booked in circumstances where rail and/or road transport fails to arrive	QLD Ports	Per shift	\$6,450
Blending Fee (the Blending Fee will be agreed with the Customer on a vessel by vessel basis no later than 21 days prior to the ALD)		Per Tonne	\$4.87
Pre-blending fee for bulk		Per Tonne	\$4.87
Segregation Fee		Per Tonne	\$2.15
Minimum Cargo Additional Loading Fee <15,000 Tonnes		Per vessel	\$31,260
Fumigation fee for bulk vessels as requested by customer		Per Tonne	\$5.06
Bulk Grain Inspection Charges on behalf of DoA		Per Tonne	\$TBA
Title Transfer at port		Per Tonne	\$0.61
Receipt Amendment*		Per receipt	\$48.35
Shipping and Domestic Quality Certificate		Per certificate	\$47.50
Inter-Zone Transfer Fee (Central Queensland only)		Per Tonne	\$4.10

Port Terminal Miscellaneous Fees		Fee / T
Vessel loading stevedoring services		\$POA

* Where amendment relates to registration, contract number or subsidiary of Customer.

The applicable Day Shift hours at the Port Terminals are:

Terminals	Day Shift
Pinkenba	07:00 – 15:00 Monday to Friday

4.2 Additional Information and Explanation of Charges

(a) Blending Fee

- (i) A blending fee for no more than three grades will apply when separately segregated grades are either mixed together in store or on outturn (including loading separately segregated grain into vessel holds).
- (ii) A blending fee will also apply when grain is blended to meet a customised grade. A customised grade is any commodity specification that does not meet the standard grade, for example but not limited to, blending to increase protein, or blending to reduce screenings to meet the contract specifications supplied by the Customer to Wagner Corporation.
- (iii) The blending fee is applied to all Tonnes in the blend. Wagner Corporation does not take responsibility for compliance of grades and specifications where blending has been undertaken. If grain does not meet quality specifications at the destination, Wagner Corporation will refund the blending fee provided that the Customer provides documentary proof to the reasonable satisfaction of Wagner Corporation that the grain has not met customer specifications.
- (iv) Where two or more grades are loaded without any specific instructions or requirements from the Customer, no Blending Fee applies.

(b) Segregation Fee

A Segregation Fee for three or more grades loaded onto a vessel will apply when these grades are required to be separately received and segregated at the Terminal prior to loading. The Segregation Fee is applied to the all Tonnes loaded onto a vessel. The Segregation Fee is not payable for that Tonnage loaded onto a vessel where a Blending Fee is paid.

(c) Pre-blending Fee

A pre-blending fee will apply when the exporter requires three or more segregated grades to be blended. The pre-blending fee is applied to that portion of the cargo that requires pre-blending prior to the vessel arriving. A further fee of \$2.65 per Tonne applies (i.e. blending fee) if pre-blended Tonnes are blended to the vessel as above.

(d) Geelong Wharf Facility Hire Charge

The Geelong wharf facility hire charge per Tonne loaded is levied on the shipper. Other charges

such as lay time charges and provision of fresh water apply, but these are levied on the vessel's agent.

(e) **Portland Shunting Fee**

Applies to all Tonnes delivered by rail to the Portland Terminal. This is included for cost recovery purposes only and is collected by Wagner Corporation for payment to the Port of Portland for the shunting service.

(f) **Inter Zone Transfer**

Grain delivered into the Mackay Port Zone and exported through another Port will attract an Inter Zone Transfer fee. This fee is collected by Wagner Corporation on behalf of The Mackay Port Authority.

(g) **Pesticide Residue Free Grain**

Pesticide Residue Free (**PRF**) grain is grain that has not been treated by Wagner Corporation with a contact pesticide. Wagner Corporation is not responsible for PRF grain that has been accepted into the Port Terminal from other bulk handling companies, private storage or from growers as Wagner Corporation does not routinely test on receipt for the presence of prior treatments. Nor is Wagner Corporation responsible for prior treatments or contamination from storage, handling or transport equipment. PRF grain is supplied to the market via common grain paths, elevators, conveyors, silos, road/rail trucks etc. which have the capacity to transfer low levels of contamination of pesticides.

There is no separate charge payable on grain required to be shipped as PRF however the following points should be noted:

- (i) PRF grain requests require a minimum of four weeks' notice;
- (ii) Wagner Corporation does not guarantee PRF grain nor accept any liability grain not meeting PRF requirements;
- (iii) Wagner Corporation can only review the hygiene history for grain held in Wagner Corporation Storages;
- (iv) PRF requests must be stated clearly on all enquiries, packing instructions and CNAs;
- (v) The service covers site selection and arrangement of samples and arrangement of tests;
- (vi) PRF testing for bulk shipments is included in the service;
- (vii) PRF testing for bulk shipments does not include rapid tests which are at the shipper's expense; and
- (viii) PRF results are usually only available after the vessel has sailed.

(h) **Pesticide Residue Restricted Grain**

- (i) Pesticide Residue Restricted (**PRR**) grain is grain that is selected, tested and out turned to a pesticide level which varies from the maximum residue limits prescribed for the commodity by the Australian Pesticides and Veterinary Medicines Authority (**APVMA**) and Food Standards Australian & New Zealand (**FSANZ**).
- (ii) Wagner Corporation is not responsible for ensuring pesticide restricted grain meets

specified residue tolerances where the grain has been accepted into the Port Terminal from other bulk handling companies, private storage or from growers as Wagner Corporation cannot have knowledge of nor be responsible for prior treatments or contamination from storage, handling or transport equipment.

- (iii) Pesticide restricted grain is supplied to the market via common grain paths, elevators, conveyors, silos, road/rail trucks etc. which have the capacity to transfer low levels of contamination of pesticides.
- (iv) There is no separate charge payable on grain required to be shipped as PRR however the following points should be noted:
 - A PRR grain requests require a minimum of four weeks' notice;
 - B Wagner Corporation does not guarantee PRR grain or accept any liability for grain not meeting PRR requirements;
 - C Wagner Corporation can only review the hygiene history for grain held in Wagner Corporation Storages;
 - D PRR requests must be stated clearly on all enquiries, packing instructions and CNAs;
 - E The service covers site selection and arrangement of samples and arrangement of tests;
 - F PRR testing for bulk shipments is included in the service;
 - G PRR testing for bulk shipments does not include rapid tests which are at the shipper's expense; and
 - H PRR results are normally only available after the vessel has sailed.

EXECUTION

This Agreement is:

Signed for and on behalf of **WAGNER CORPORATION PTY LTD A.B.N. 42 623 195 335** by its authorised officer:

Signature of Authorised Officer

in the presence of:

Name of Authorised Officer

Signature of Witness

Position of Authorised Officer

Name of Witness

Address

SIGNED SEALED AND DELIVERED as a Deed)
by **[INSERT CUSTOMER NAME]**)
)
)
)
)
)
)

Witness signature

[INSERT NAME]

Witness name

