

Pricing, Procedures & Protocols Manual 2018/2019

1. APPLICATION

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

- clause 11 of the 2018/19 Season Storage & Handling Agreement (**S&H Agreement**);
- clause 11 of the 2018/19 Port Terminal Services Agreement for Standard Port Terminal Services (**PTSA**); and
- clause 11 of the standard Long Term Port Terminal Services Agreement (**LTA**),

each an **Agreement** and together **the Agreements**.

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

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Schedule A – Storage & Handling Charges 2018/2019

Viterra may vary these Charges at any time and from time to time by providing 20 Business Days' notice to the Client. The Client acknowledges that the following Charges apply to the Client's Grain for the current Service Year and that, unless this Schedule provides otherwise, the Charges for all Grain in storage at the commencement of a new Service Year will be made at the rates applicable for that Service Year. All Charges detailed below are GST exclusive.

These Charges are effective from **1 October 2018**.

The Charges in this Schedule do not apply in relation to the provision of Port Terminal Services in respect of Bulk Wheat. The Charges for the provision of Port Terminal Services in respect of Bulk Wheat are set out on the "Wheat Reference Prices – Port Terminal Services" (incorporating Explanatory Notes) which are also available at www.viterra.com.au.

A. RECEIVAL FEES, STORAGE FEES & SHRINKAGE

1. Receival Fee (Payable by the Client at the time of receival or transfer in store)

	\$ / mt					
	Major Wheat	Feed Barley	Minor Wheat	Malting Barley	Minor Cereals & Canola	Pulses
Up-Country Receival Facilities Tier 1	13.17	13.42	14.50	14.50	18.22	14.50
Up-Country Receival Facilities Tier 2	13.92	14.17	15.00	15.00	18.72	15.00
Port Terminals (Excluding Wallaroo)	See Reference Prices	17.25	See Reference Prices	18.27	21.59	18.27
Wallaroo Port Terminal	See Reference Prices	17.75	See Reference Prices	18.77	22.09	18.77
Notional Port Adelaide, Notional Port Lincoln, Notional Port Giles, Notional Thevenard, Notional Wallaroo	See Reference Prices	21.09	See Reference Prices	22.16	25.89	22.16
Note: Ardrossan and Port Pirie will be deemed Tier 1 Up-Country Receival Facilities for the purposes of this fee.						

2. **Monthly Storage Fee for Stock at Notional Port (Levied per tonne for Grain on hand as at the 1st of each month).**

		\$ / mt					
		Season 2018/19 (Table A)			Previous Season (Table B) *		
		Wheat, Barley & Minor Cereals	Canola	Pulses	Wheat, Barley & Minor Cereals	Canola	Pulses
2018	Oct	\$1.19	\$1.19	\$1.40	\$4.19	\$5.05	\$5.26
2018	Nov	\$1.19	\$1.19	\$1.40	\$4.90	\$5.41	\$5.72
2018	Dec	\$1.19	\$1.19	\$1.40	\$2.42	\$2.40	\$2.71
2019	Jan	\$1.19	\$1.19	\$1.40	\$2.42	\$2.42	\$2.71
2019	Feb	\$1.25	\$1.25	\$1.45	\$2.42	\$2.42	\$2.71
2019	Mar	\$1.25	\$1.25	\$1.45	\$2.42	\$2.42	\$2.71
2019	Apr	\$1.25	\$1.25	\$2.47	\$2.42	\$2.42	\$2.71
2019	May	\$1.55	\$2.32	\$2.47	\$2.42	\$2.42	\$2.71
2019	Jun	\$1.55	\$2.32	\$2.47	\$2.42	\$2.42	\$2.71
2019	Jul	\$1.55	\$2.32	\$2.47	\$2.42	\$2.42	\$2.71
2019	Aug	\$1.55	\$2.32	\$2.47	\$2.42	\$2.42	\$2.71
2019	Sep	\$3.44	\$5.05	\$5.26	\$3.44	\$5.05	\$5.26

Notes:
- * Means Grain of seasons prior to 2018/2019 and in store as at 1 October 2018.
- Monthly Storage Fees accrue on a cumulative basis.
- The Client will be charged Grower's accumulated Storage Fees for all transfers in store.

3. **Monthly Storage Fee (Levied per tonne for Grain on hand as at the 1st of each month).**

		\$ / mt					
		Season 2018/19 (Table A)			Previous Season (Table B) *		
		Wheat, Barley & Minor Cereals	Canola	Pulses	Wheat, Barley & Minor Cereals	Canola	Pulses
2018	Oct	\$1.33	\$1.33	\$1.53	\$4.39	\$5.21	\$5.46
2018	Nov	\$1.33	\$1.33	\$1.53	\$5.10	\$5.56	\$5.87
2018	Dec	\$1.33	\$1.33	\$1.53	\$2.60	\$2.60	\$2.86
2019	Jan	\$1.33	\$1.33	\$1.53	\$2.60	\$2.60	\$2.86
2019	Feb	\$1.45	\$1.45	\$1.58	\$2.60	\$2.60	\$2.86
2019	Mar	\$1.45	\$1.45	\$1.58	\$2.60	\$2.60	\$2.86
2019	Apr	\$1.45	\$1.45	\$2.55	\$2.60	\$2.60	\$2.86
2019	May	\$1.74	\$2.50	\$2.55	\$2.60	\$2.60	\$2.86
2019	Jun	\$1.74	\$2.50	\$2.55	\$2.60	\$2.60	\$2.86
2019	Jul	\$1.74	\$2.50	\$2.55	\$2.60	\$2.60	\$2.86
2019	Aug	\$1.74	\$2.50	\$2.55	\$2.60	\$2.60	\$2.86
2019	Sep	\$3.57	\$5.21	\$5.46	\$3.62	\$5.21	\$5.56

Notes:
- * Means Grain of seasons prior to 2018/2019 and in store as at 1 October 2018.
- Monthly Storage Fees accrue on a cumulative basis.
- The Client will be charged Grower's accumulated storage fees for all transfers in store.

4. Additional Monthly Port Storage Fee (Levied per tonne for Grain on hand as at the 1st of each month at port)

		\$ / mt					
		Port Adelaide Inner Harbour	Port Adelaide Outer Harbor	Port Giles	Port Lincoln	Thevenard	Wallaroo
2019	Feb	\$ 0.53		\$ 0.22	\$ 0.53	\$ 0.22	\$ 0.22
2019	Mar	\$ 0.53		\$ 0.22	\$ 0.53	\$ 0.22	\$ 0.22
2019	Apr	\$ 0.53		\$ 0.32	\$ 0.53	\$ 0.32	\$ 0.32
2019	May	\$ 0.53		\$ 0.32	\$ 0.53	\$ 0.32	\$ 0.32
2019	Jun	\$ 0.53		\$ 0.32	\$ 0.53	\$ 0.32	\$ 0.32
2019	Jul	\$ 0.53		\$ 0.32	\$ 0.53	\$ 0.32	\$ 0.32
2019	Aug	\$ 0.53		\$ 0.32	\$ 0.53	\$ 0.32	\$ 0.32
2019	Sep	\$ 0.53		\$ 0.32	\$ 0.53	\$ 0.32	\$ 0.32

Note: Applies to all non-Export Select tonnes delivered to a Port Terminal and cannot be transferred into Export Select.

5. Shrinkage Factor

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

Note: Dust is in addition to shrinkage (refer to C6 of this Schedule)

B. OUTTURN – DOMESTIC, SITE TO SITE MOVEMENT, PORT IN-LOAD, RECEIVAL AT PORT & EXPORT SELECT REBATE

1. Road/Rail Outturning Fee (All Grain other than Bulk Wheat)

Domestic Outturning Fee	All Viterra Facilities	\$3.88 / mt
Site to Site Outturning (Road) Fee	All Viterra Facilities	\$3.47 / mt
Site to Site Outturning (Rail) Fee	All Viterra Facilities	\$3.01 / mt
Outturn Surcharge	All Viterra Facilities	POA

2. Port In-Loading Fee (All Grain other than Bulk Wheat)

All Port Terminals by Road	\$4.80 / mt
Port Adelaide Inner Harbour by Rail	\$3.78 / mt
Port Adelaide Outer Harbor & Port Lincoln by Rail	\$3.47 / mt
Out of Normal Operating Hours In-Loading Surcharge	POA

3. Receival at Viterra Facility Fee (ex Approved Third Party Stores)

\$ / mt		
Malting Barley	Feed Barley	Minor Cereals, Pulses & Canola
\$4.08	\$2.76	POA

4. Export Select Rebate

(applicable to all Grain transferred into Export Select from Up-Country Receival Facilities)

01 October 2018 – 15 January 2019 (2018/2019 Season Grain only)	
2018/2019 Season Grain	\$0.60 / mt

C. OUTTURN - EXPORT

1. Booking Fee (All non-wheat Grains)

1.1 Long Term Capacity Booking Fee - Capacity booked from 1 Oct 2018

A fee charged in respect of Long Term Capacity (as defined the Port Loading Protocols) allocated to the Client in accordance with the Port Loading Protocols. Please refer to Viterra Operations Port Loading Protocols & Explanatory Notes	\$5.50 / mt
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1.2 First-in-first-served Booking Fee - Capacity booked from 1 Oct 2018

A fee charged on Capacity booking acceptance (may include un-named vessel) under the Port Loading Protocols. Please refer to Viterra Operations Port Loading Protocols & Explanatory Notes	\$5.50 / mt
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2. Booking Transfer Fee, Booking Movement Fee, Split Booking Fee, Booking Early Surrender Rebate and Lost Capacity Fee

(a) For adjustments to booking (i.e. movement, split, transfer)	\$300 / transfer
(b) Early Booking surrender rebate	Refer Port Loading Protocols
(c) Lost Capacity Fee	\$5.00 / mt

3. Late Vessel Nomination Fee (All non-wheat Grains)

All Port Terminals – Days’ Notice of Named Vessel Nomination prior to ETA	\$ / mt
Greater than or equal to 14 days	-
Less than 14 days but greater than 10 days	\$0.80
Less than or equal to 10 days	\$1.55

4. Port Handling & Shipping Fee (includes stevedoring, minimum ship sampling services and ship loading) (All non-wheat Grains)

		\$ / mt					
		Port Adelaide Inner Harbour	Port Adelaide Outer Harbor	Port Giles	Port Lincoln	Thevenard	Walleroo
2018	Oct	\$14.20	\$12.35	\$12.62	\$12.51	\$15.25	\$15.25
2018	Nov	\$14.20	\$12.35	\$12.62	\$12.51	\$15.25	\$15.25
2018	Dec	\$15.99	\$14.15	\$14.41	\$14.30	\$17.05	\$17.05
2019	Jan	\$16.84	\$14.99	\$15.25	\$15.15	\$17.89	\$17.89
2019	Feb	\$16.84	\$14.99	\$15.25	\$15.15	\$17.89	\$17.89
2019	Mar	\$16.84	\$14.99	\$15.25	\$15.15	\$17.89	\$17.89
2019	Apr	\$16.84	\$14.99	\$15.25	\$15.15	\$17.89	\$17.89
2019	May	\$16.84	\$14.99	\$15.25	\$15.15	\$17.89	\$17.89
2019	Jun	\$15.99	\$14.15	\$14.41	\$14.30	\$17.05	\$17.05
2019	Jul	\$14.20	\$12.35	\$12.62	\$12.51	\$15.25	\$15.25
2019	Aug	\$14.20	\$12.35	\$12.62	\$12.51	\$15.25	\$15.25
2019	Sep	\$14.20	\$12.35	\$12.62	\$12.51	\$15.25	\$15.25

Note – This table should be read in conjunction with items C1

5. Vessel Variation and Shipping Repositioning Fees (All non-wheat Grains)

Vessel Variation Fee (Port Adelaide Outer Harbor)	\$1.00 / mt per day for day 1 \$0.75 / mt per day for subsequent onwards or part thereof
Vessel Variation Fee (Port Adelaide Inner Harbour, Thevenard, Wallaroo, Port Lincoln, Port Giles)	\$1.00 / mt per day for day 1 \$0.50 / mt per day for subsequent onwards or part thereof

6. Shipping Repositioning Fees

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

7. Dust

Allowance for Dust (for all tonnes out-turned for export) deducted from Client stock balance	0.15%
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8. Minimum Cargo Lift Fee

All vessels loaded with less than 15,000mt (for all tonnes loaded).	\$1.55 / mt
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9. Port Terminal Utilisation Fee

Port Terminal Utilisation Fee	\$10,000 per day
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10. Splash (gang labour) trimming

Splash (gang labour) trimming	\$73.50 per hour per person (weekday only) \$91.90 per hour per person (weekend)
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D. OUTTURN – EXPORT (ELECTIVE CHARGES)

1. Blending Fee - (Customised Cargo Loading)

All tonnes loaded on vessel	\$1.35 / mt
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2. Extraordinary Fumigation

Extraordinary Fumigation	POA
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3. Cell Reservation Fee

Cell Reservation Fee	POA
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4. Non-loading Labour Fee

Non-loading Labour Fee	Refer to Explanatory Notes
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E. MOVEMENTS & OUTTURN - Domestic

1. Return Fee

All Grains (if the redelivery from a domestic rejection)	\$8.35 / mt
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2. Domestic Outturn Surcharge

All Grains Road only	\$3.55 / mt
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3. Rail Outturn Surcharge

All Grains Not applicable to Export Select	\$2.10 / mt
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4. Rail Weighing Fee

Rail Weighing Fee	\$3.60 / mt
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5. Under Performance Fee

Under Performance Fee (outturn/intake) Not applicable for Export Select	\$2.50 / mt
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F. ADMINISTRATION FEES

1. Transfer In-Store Administration Fee

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

2. Outturn Certificates

Treatment or Quality / Weight / Other	Original or Altered Certificates (and copies) \$160 each
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3. Customised Sample Request Fee

Port Zone Samples	\$310 each
Semi Port Zone Samples	\$260 each
Harvest Port Zone Samples	\$260 each
Ad Hoc Samples	\$145 each
Pre-Shipment Samples (per parcel)	\$270 each
Additional to the Standard Shipping Sample of 1 x 2kg hatch sample and 1 x up to 3kg vessel composite sample	\$270 each
Courier costs for Pre Shipment Samples and Additional Standard Shipping Samples within Australia is included in the Sampling Fee above.	

4. Regrade Fee

Grade or Season	\$3.90 / mt
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5. Additional Account Set Up and Maintenance Fee

Additional Account Set Up and Maintenance Fee	\$10,000 each
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G. DEFINITIONS

In this Schedule, unless the context otherwise requires:

Approved Third Party Storage means a non-Viterra Grain storage and handling facility which is approved by Viterra in accordance Approved Operator Conditions published by Viterra on www.viterra.com.au.

Ezigrain Website means www.ezigrain.com.au.

Feed Barley means F1, F2, F3, and F4.

Major Wheat Grades means ASW1, APW1, H2.

Malting Barley means any barley that is not Feed Barley.

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

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

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

Notional Port means, in respect of Export Select, the applicable Port Terminal in a Port Zone.

POA means price on application.

N/A or Not Applicable means, in respect to a particular Service, the Service does not apply to a particular Grain.

Tier 1 and Tier 2 Up-Country Receival Facilities means the category of a Viterra Facility as designated by Viterra from time to time and, as at the date of this Schedule, as set out in Attachment 1 to Schedule A.

Attachment 1 to Schedule A – Tier 1 and Tier 2 Up-Country Receival Facilities

Tier 1			
Site Code	Sites	Site Code	Sites
APA	Apamurra	LOC	Lock
ARD	Ardrossan	LOX	Loxton
ARN	Arno Bay	MAL	Mallala
BAL	Balaklava	MAN	Mangalo
BOO	Booleeroo	MBR	Murray Bridge
BOR	Bordertown	MDA	Murdinga
BOW	Bowmans	MIL	Millicent
BUC	Buckleboo	PIR	Pt Pirie
COM	Coomandook	PNR	Pinnaroo
CON	Coonalpyn	POO	Poochera
COW	Cowell	ROS	Roseworthy
CRY	Crystal Brook	RUD	Rudall
CUM	Cummins	SAD	Saddleworth
DAR	Darke Peake	SNO	Snowtown
DOO	Dooen	STB	Streaky Bay
ELL	Elliston	TAI	Tailem Bend
FRA	Frances	TUM	Tumby Bay
GLA	Gladstone	TWO	Two Wells
GUL	Gulnare	WAP	Walpeup
JAM	Jamestown	WAR	Warrambo
KAR	Karoonda	WER	Werrimull
KEI	Keith	WIT	Witera
KIM	Kimba	WOL	Wolseley
KYA	Kyancutta	WRL	Wirrulla
LAM	Lameroo	WUD	Wudinna

Tier 2			
Site Code	Sites	Site Code	Sites
ALA	Alawoona	PAS	Paskeville
BRI	Brinkworth	PEA	Peake
BUT	Bute	PEN	Penong
CAL	Caltowie	PRL	Parilla
CUN	Cungena	RED	Redhill
EDI	Edillilie	ROB	Robertstown
EUD	Eudunda	SBN	Strathalbyn
KIE	Kielpa	STO	Stockwell
KPI	Kapinnie	TAR	Tarlee
LON	Long Plains	TIN	Tintinara
MEL	Melrose	TOO	Tooligie
MON	Monarto South	UNG	Ungarra
MIN	Minnipa	WAD	Waddikee
NEI	Port Neill	WHA	Wharminda
NUN	Nunjikompita	WUN	Wunkar
ORR	Orroroo	YEE	Yeelanna
OWE	Owen		

**** Any Viterra Facilities not on the list above which is opened to provide additional capacity or segregations will be considered a Tier 2 site.**

Attachment 2 to Schedule A – Explanatory Notes to the Storage and Handling Charges 2018/2019

1. INTRODUCTION

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

2. EXPLANATORY NOTES

A. RECEIVAL FEES, STORAGE FEES AND SHRINKAGE

A1. Receival Fee

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

The difference in Receival Fee between:

- (a) Tier 1 & Tier 2 Up-Country Receival Facilities reflects the difference between the Up-Country Receival Facilities efficiency contribution within Viterra's storage and handling network.
- (b) Port Terminals (generally) and the Wallaroo Port Terminal reflects the difference between efficiency between these categories of sites within Viterra's storage and handling network.
- (c) Major Wheat Grade and Minor Wheat and differences with other Grain reflects the higher costs associated with performing the Services (such as receiving, segregating, storing and handling) Minor Wheat Grades and other Grain.

The Receival Fee is payable by the Client at the time of receival or transfer in store.

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

- receival, ex-grower or from sources external to Viterra (not including receival at a Port Terminal from Approved Third Party Storage);
- initial truck marshalling;
- significant sampling, testing and classification on delivery;
- performance of Road "Chain of Responsibility" management and fatigue management procedures and requirements;
- running sample retention and storage;
- weighing via certified weighbridges (both inward and outward);
- marshalling of trucks for unloading of Grain;
- unloading of Grain (Grower by Grower and on a load by load basis);
- inward elevation to storage;
- segregation into storage according to Grain classification on a load-by-load basis;
- clean down of inward Grain path on a load-by-load basis (as required);

- recording and provision of delivery information on receival weighnotes;
- access to transactional information on the Ezigrain Website;
- centralised recording and storage of transactional data for statutory periods;
- chemical residue testing after receival as required;
- hygiene practices to prevent insect infestation and maintain contact insecticide free status of Grain;
- the provision of storage facilities to receive Grain and store until the end of the calendar month of delivery;
- the ability of Growers to warehouse Grain;
- electronic transfer of Grain to Clients through the Ezigrain Website;
- repositioning of Grain into shipping storage as required for cargo accumulation;
- short term shipping storage as required for cargo accumulation; and

A2 Monthly Storage Fee for stock transferred into Export Select and held in Notional Port

The Monthly Storage Fee is applicable to tonnes transferred into Export Select and held at Notional Port only.

There are no additional storage costs charged during the first calendar month of storage. This Monthly Storage Fee will apply for every subsequent calendar month (or part month) that the Grain remains in storage.

The Monthly Storage Fee set out in A2:

- (a) will be applied to all 2018/19 season Grain in storage after the first month of delivery into a Viterra Facility (post application of the shrinkage factor set out in section A5);
- (b) will then be applied to the opening Grain balance on the first day of each month for so long as the Grain remains in storage in a Viterra Facility, and charges accumulate for the length of time in storage in a Viterra Facility;
- (c) will be required to be paid by the Client;
- (d) in the case of warehoused Grain, this Monthly Storage Fee will be accumulated against the Grain and charged to the Client on transfer; and
- (e) previous Season's Grain will be charged at the rates applicable for "Previous Season" Grain as set out in A2.

A3 Monthly Storage Fee

There are no additional storage costs charged during the first calendar month of storage. This Monthly Storage Fee will apply for every subsequent calendar month (or part month) that the Grain remains in storage.

The Monthly Storage Fee set out in A3:

- (a) will be applied to all 2018/19 season Grain in storage after the first month of delivery into a Viterra Facility (post application of the shrinkage factor set out in section A5);

- (b) will then be applied to the opening Grain balance on the first day of each month for so long as the Grain remains in storage in a Viterra Facility, and charges accumulate for the length of time in storage in a Viterra Facility;
- (c) will be required to be paid by the Client;
- (d) in the case of warehoused Grain, this Monthly Storage Fee will be accumulated against the Grain and charged to the Client on transfer; and
- (e) previous Season's Grain will be charged at the rates applicable for "Previous Season" Grain as set out in A3.

A4 Additional Monthly Port Storage Fee

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

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

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

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

A5 Shrinkage Factor

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

The resultant amendment to the stock account of the Client in Viterra Facilities will be the delivered receipt tonnage of Grain less the Shrinkage Factor.

The Shrinkage Factor is separate (and does not include) the Dust allowance set out in section C7 of Schedule A.

B OUTTURN – DOMESTIC, SITE TO SITE MOVEMENT, PORT IN-LOAD, RECEIVAL AT PORT AND EXPORT SELECT REBATE

B1. Road / Rail Outturning Fee (All Grains – excluding wheat at port)

The Road / Rail Outturning Fee:

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

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to Outturn Grain (being Grain other than Bulk Wheat and non-Export Select Grain) outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place reasonable conditions and set down the applicable Outturn Surcharge. The Outturn Surcharge will be in addition to the applicable Road / Rail Outturning Fee.

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

B2. Port In-Loading Fee (All Grain other than Bulk Wheat)

The Port In-Loading Fee applies to all Grain (other than Bulk Wheat) delivered by road or rail during Normal Operating Hours to a Port Terminal.

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

The Port In-Loading Fee applies to all receipts (by individual load regardless of its site of origin) other than receipts to which section A1 of Schedule A applies.

The Port In-Loading Fee includes the following services:

- initial truck or rail marshalling;
- performance of Road “Chain of Responsibility” fatigue management procedures and requirements (road);
- limited sampling, as quality is known;
- weighing via certified weighbridges (both inward and outward);
- marshalling and unloading of Grain;
- inward elevation to shipping storage;
- recording and provision of delivery information on receipt weighnote (road);
- the provision of storage facilities to receive Grain and store until the end of the calendar month of delivery;
- access to transactional information on the Ezigrain Website;
- centralised recording and storage of transactional data for statutory periods; and
- short term storage as required for cargo accumulation.

The difference in Receipt Fee for road and rail reflect the differing levels of utilisation of infrastructure and costs associated with the different modes of receipt at a Port Terminal Facility.

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to in-load Grain (being Grain other than Bulk Wheat and non-Export Select Grain) outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place reasonable conditions and set down the applicable Out of Hours In-Loading Surcharge. The Out of Normal Operating Hours In-Loading Surcharge will be in addition to the applicable Port In-Loading Fee.

B3. Receipt at Viterra Facility Fee (ex - Approved Third Party Stores)

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

(a) Services Covered by the Receival at Viterra Facility Fee

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

- review of Grain treatment histories;
- sampling and testing on delivery (where sampling occurs at a higher rate than Grain received from Viterra Facilities as a result of additional labour costs);
- potential segregation and storage for risk mitigation, residue and fumigation periods;
- performance of Road "Chain of Responsibility" mass management procedures and requirements, including issuance of breach warnings and recording; and
- potential fumigation to prevent cross-infestation of insects (as a precautionary measure, not for Grain detected with insects).

(b) Criteria to qualify for the Receival at Viterra Facility Fee

In order to qualify as an Approved Third Party Storage (receivals from which the Receival at Viterra Facility Fee will apply) the third party store must satisfy Viterra's objective requirements for approval of third party stores and continue to meet required standards as verified by Viterra's inspections up to twice each year. These standards include, but not limited to:

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

In addition, the applicable operator of the third party store must enter into and comply with the Approved Operator Conditions published by Viterra on www.viterra.com.au.

(c) Conditions applicable to the service

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

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

- commodities received from an Approved Third Party Storage may be segregated;

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

(d) **Level of service**

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

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

(e) **Rejections**

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

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

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

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

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

(f) **Fumigation certificate**

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

- the last fumigation, the fumigant used, the rate and duration of application;
- any other chemical treatments; and
- any fumigant or chemical residues.

B4. Export Select Rebate

The Export Select Rebate will apply when the Client transfers Grain in to Export Select between **1 October 2018** and **15 January 2019**. The Export Select Rebate will be included in the export select grouped fee which is invoiced at the time the Grain is transferred into Export Select in accordance with the process set out in Schedule B.

C. OUTTURN – EXPORT (ALL GRAIN OTHER THAN BULK WHEAT)

C1. Booking Fee – Long Term Capacity and first-in first-served

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

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

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

Failure by the Client to comply with any of its obligations under the Port Loading Protocols (including failing to pay the Charges on time) may result in loss of the booking and forfeiture of the Booking Fee.

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

C2. Booking Transfer Fee, Booking Movement Fee, Split Booking Fee, Early Booking Surrender Rebate and Lost Capacity Fee

- Booking Transfer Fee: The Booking Transfer Fee applies if the Client submits a Transfer Notice in accordance with the Port Loading Protocols. Viterra will invoice the Booking Transfer Fee after it receives the Transfer Notice.
- Booking Movement Fee: The Booking Movement Fee applies if the Client requests that a Booking be moved to a different Slot in accordance with the Port Loading Protocols. Viterra will invoice the Booking Movement Fee after it receives the Client's request.
- Split Booking Fee: The Split Booking Fee applies if the Client divides a Booking into more than one booking in accordance with the Port Loading Protocols. Viterra will invoice the Split Booking Fee after it receives the Client's application.
- Early Booking Surrender Rebate: The Early Booking Surrender Rebate will be payable as set out in the Port Loading Protocols.
- Lost Capacity Fee: Details of the Lost Capacity Fee including application of the fee, responsibility for payment, calculation and payment terms is set out below.

(a) Lost Capacity Fee - Application

The Lost Capacity Fee will be payable if a Client executes less than 90% of the Capacity that is the subject of a Booking. Capacity will be considered to be "executed" if the Client's vessel arrives at the Port Terminal during the booking slot or the relevant Grace Period and the tonnes are loaded onto the vessel. The Lost Capacity Fee is payable in respect of Capacity that is intended for execution on or after **1 October 2018**, regardless of when that Capacity is booked.

(b) Responsibility for payment of Lost Capacity Fee

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

1. if a Client transfers a Booking and the transfer is approved by Viterra in accordance with clause 5 of the Port Loading Protocols, the Transferee will be responsible for paying any Lost Capacity Fee in relation to the transferred Booking; and
2. if a Client surrenders Capacity in accordance with clause 6 of the Port Loading Protocols, then the Client will be responsible for paying any Lost Capacity Fee in relation to the surrendered Capacity, except to the extent that Capacity is the subject of a new Booking by another Client (in accordance with clause 6 of the Port Loading Protocols) or if Viterra decides not to make the surrendered Capacity available for new Bookings. This means that:
 - (A) if some or all of the surrendered Capacity is the subject of a new Booking, the Client that makes the new Booking will be responsible for paying any Lost Capacity Fee in respect of the Capacity covered by the new Booking (and the Client that surrendered the Booking will remain responsible for paying any Lost Capacity Fee in respect of Capacity that is not covered by the new Booking); and
 - (B) if Viterra decides not to make some or all of the surrendered Capacity available for new Bookings, the Client that surrendered the Booking will only be responsible for paying any Lost Capacity Fee in respect of Capacity that Viterra offers to, and which is not the subject of a new Booking by, other Clients.

(c) Calculating the Lost Capacity Fee

1. Subject to the following paragraphs, the Lost Capacity Fee will be calculated as the difference between:
 - (A) 90% of the Capacity that is the subject of the Booking; and
 - (B) the actual tonnes executed by the Client under the Booking,provided that amount is above zero tonnes. This 10% allowance is consistent with, and reflects, the “tolerance” levels for the execution of Bookings as set out in the Port Loading Protocols.
2. If a Client surrenders Capacity that is the subject of a Booking, then the amount set out above will be “90% of the amount of Capacity of the original Booking that is not the subject of any new Booking”;
3. If a Client divides a Booking into more than one Booking (in accordance with the Port Loading Protocols), each “split” Booking will be considered to be a separate Booking and the Lost Capacity Fee applies if less than 90% of Capacity of each “split” Booking is executed.
4. If a Client redistributes the tonnages in respect of two Bookings across two Port Terminals with the consent of Viterra (and otherwise in accordance with the Port Loading Protocols), the Lost Capacity Fee will be payable in respect of the difference between:
 - (A) 90% of the aggregate Capacity of those two Bookings; and
 - (B) the actual tonnes executed by the Client under those two Bookings.
5. Each of the calculations set out above can be applied alone or in combination with each other.

(d) Payment of Lost Capacity Fee

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

C3. Late Vessel Nomination Fee (All Grain other than Bulk Wheat)

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

C4. Port Handling & Shipping Fee

(a) Inclusions

The Port Handling & Shipping Fee includes the following services:

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

(b) Ship sampling services

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

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

The Port Handling & Shipping Fee specifically excludes charges for:

- those charges set out in Schedule I;
- the loading of more than 1 slack hatches for a Grain vessel that has loaded at a non-Viterra Port Terminal;
- requests to perform only the trimming of a hold via the loading operations on a hold that has being partly loaded at a non-Viterra Port Terminal and is required to be levelled as per approved grain stability calculations; and
- Blending otherwise covered in section D1 of Schedule A.

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

The Port Handling & Shipping fee must be paid by the Client 14 days prior to the first day of the Booking Slot and the Client must provide Viterra with the remittance advice relating to payment. However, if a

Client books and nominates a vessel less than 14 days from the ETA within the Booking Slot, then all invoices in relation to this vessel are payable within 3 Business Days of the date of the invoice.

C5. Vessel Variation Fee & Shipping Repositioning Fee (All non – wheat Grain)

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

The Vessel Variation Fee applies if:

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

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

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

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

C6. Shipping Repositioning Fee

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

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

C7. Dust Fee

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

C8. Minimum Cargo Lift Fee

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

C9. Port Terminal Utilisation Fee

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

C10. Splash (Gang Labour) Trimming

If a vessel's hatch requires to be trimmed manually, Viterra, if requested to do so, will arrange labour at the published rate as at the date of the request.

D. OUTTURN – EXPORT (ELECTIVE CHARGES)

D1. Blending Fee - (Customised Cargo Loading)

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

The Blending Service includes:

- loading of different binned grades into a vessel or hatch to produce Client specifications greater than the minimum Outturn Standard of the lowest Grade as allocated by the Client to the vessel or parcel;
- segregation of Grades or parcels at a Port Terminal and loading from these segregations to make a Client requested specification;
- actively monitor specifications and if possible adjust load rates based on continued sampling;
- pre-blending or mixing grades of multiple grades into one or more segregations; and
- active monitoring of quality specifications and provision of guidance to Clients regarding their allocated stock to meet Client specific specifications.

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

D2 Extraordinary Fumigation Fee

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

D3 Cell Reservation Fee

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

D4 Non-loading Labour Fee

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

E. MOVEMENTS & OUTTURN - DOMESTIC

E1. Return Fee

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

E2. Domestic Outturn Surcharge

The Domestic Outturn Surcharge will apply where the Client requests labour at any Viterra Facility outside of Normal Operating Hours.

E3. Rail Outturn Surcharge

The Rail Outturn Surcharge will apply where the Client's stock is outturned by rail at a Viterra Facility outside of Normal Operating Hours. The Rail Outturn Surcharge is in addition to the Rail Outturn Fee

E4. Rail Weighing Fee

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

E5. Under Performance Fee

When undertaking movements to and / or from a Viterra Facility, the Client must ensure that their carrier (either road or rail) meets the Minimum Daily Intake Tonnage requirements at the Viterra Facility (see Schedule F of the Manual) and the outturn tonnage requirements upcountry.

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

F. ADMINISTRATION FEES

F1. Transfer In-Store Administration Fee

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

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

F2. Outturn Certificate Fee

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

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

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

F3 Customised Sample Request Fee

The Customised Sample Request Fee applies if the Client requests a sample (other than is included in the Reveal and In-loading charges and Port Handling & Shipping Service Fee). Refer Schedule K.

F4 Regrade Fee

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

This fee is in addition to the other fees (including reveal and storage) relating to the delivery of the original parcel of grain regraded.

F5 Additional Account Set Up and Maintenance Fee

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

Schedule B – Export Select and Export Standard

1. INTRODUCTION

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

- purchasing Grain direct from grower receivals to the Port Terminal at harvest;
- delivery from third party up-country storages;
- delivery from a Up-Country Receiving Facility; or
- a combination of the above.

2. EXPORT SELECT

OVERVIEW

Clients accumulating Grain from an Up-Country Receiving Facility can arrange the outturn and logistics function to the Port Terminal or, alternatively, apply to utilise Export Select.

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

- accumulation planning;
- Outturn from an Up-Country Receiving Facility;
- transport to the Port Terminal; and
- in-loading at the Port Terminal.

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

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

KEY PRINCIPLES OF EXPORT SELECT

- A. At any time, the Client may apply to nominate into Export Select all or part of any tonnage of Grain then owned by the Client and in Viterra's system.
- B. Clients may nominate all, or part of their physical tonnage of Grain into Export Select. If the Client nominates to Export Select less than the total shrunk volume of Grain of the same kind and Grade then owned by the Client in Viterra's system in the applicable Port Zone. The Client may, in its nomination, indicate at which Viterra Facilities (other than Export Select Only sites) it wishes its Grain to be excluded from the Export Select option.
- C. Despite the Client's indication of its wishes but subject to any reservation that the Client has made of a Cell at any site, Viterra reserves the right to select those Viterra Facilities from which the Client's Grain will be committed to Export Select referencing Viterra Facilities within the relevant Port Zones.
- D. The Client will be given the option to select the Port Zone for specific Viterra Facilities. For example rates will be provided for the transfer of Mid North and York Peninsula Viterra Facilities

to Export Select Port Adelaide (Inner Harbour & Outer Harbor), Export Select Wallaroo and Export Select Port Giles.

- E. Export Select rates are as published by Viterra at www.viterra.com.au from time to time.
- F. On nomination into Export Select, title in that tonnage vests in Viterra and, in exchange, the Client acquires an undivided share in the Grain of the same kind and Grade then held by Viterra for Export Select (**Export Select Grain**) in the Port Zone in which the Client's tonnage was situated at the time of the nomination.
- G. Following nomination of tonnage of Grain into Export Select, Client's will be invoiced for site outturn, port in loading and freight fees less the applicable rebate (**Group Service Fee**). The greater efficiencies gained by Viterra from earlier tonnage nominations into Export Select are reflected in the fee schedules contained in Schedule A.
- H. The Client's undivided share in the Export Select Grain of a particular kind and class in a Port Zone is the proportion that the volume of the Grain of that kind and Grade owned by the Client and nominated by the client to Export Select in that Port Zone (**Client's Volume**) bears to all of the Grain of that kind and Grade held by Viterra for Export Select in that Port Zone.
- I. Clients will be able to view particulars of its undivided interest in the relevant Export Select Grain at www.ezigrain.com.au. Viterra will maintain records of ownership at both the original delivered/purchased Viterra Facility and the Port Terminal.
- J. In the event that a nominated Export Select volume booked is altered by a Client or transferred to another party Viterra reserves the right to apply a cancellation fee. The fee payable will be based upon non-recoverable costs to Viterra of the original booking commitment which are no longer required.
- K. The Client may apply to use Export Select Grain in stock transferred back to the Client from Export Select. If it does, Viterra will make the transfer to the Client to any Viterra Facility, reimbursing the Group Service Fee at that current published rate.
- L. At the Client's request, Viterra will Outturn Grain of the same kind and Grade up to the Client's Volume to a vessel, or vessels, nominated by the Client at the Port Terminal in the same Port Zone. Outturn Standards for Export Select are those set out in the relevant Agreements. Alternatively, clients may transfer their title to Export Select Grain to another party in accordance with the terms of the applicable Agreements.
- M. On Outturn of Export Select Grain at a Client's request:
 - (a) title to the Outturned Grain vests in the Client: and
 - (b) the Client's undivided share in remaining Export Select Grain in the Port Zone is reduced proportionately to take account of the Outturned Grain.
- N. Without limiting the Agreements, the nomination of Export Select does not guarantee that a Client's Grain will be in port when its nominated vessel arrives, as the following may occur:
 - (a) there may be capacity constraints;
 - (b) other Client's vessels may have failed survey and have caused disruption and/or delays to accumulation plans;
 - (c) factors beyond Viterra's control or other unforeseen circumstances which may delay the loading of a Client's vessel.

CLASSIFICATION OF VITERRA FACILITIES

Viterra classifies certain Viterra Facilities or commodities or Grades at Viterra Facilities as "Export Select only". This may allow Viterra to handle Grain at certain Viterra Facilities in an efficient and cost effective manner, for example, performing campaign style clearance to maximise the utilisation of labour

and equipment and minimise costs. At other Viterra Facilities, Export Select may allow large volumes of certain Grades to always be available to meet Clients shipping requirements.

The latest list of “Export Select only” Viterra Facilities, Grades and commodities, which may change from time to time, is available on Viterra’s website www.viterra.com.

If Viterra issues a notice, consent or other communication to the Client which specifies any change to the latest list of “Export Select Only” Viterra Facilities, Grades and commodities, the notice will prevail in the event of any inconsistency.

3. EXPORT STANDARD

Export Standard refers to any Grain that is accumulated for export other than Grain moved from Up-Country Receival Facilities by Export Select. This can include Grain:

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

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

Minimum tonnage requirements for export outturn from up-county Viterra Facilities and in loading at Viterra’s Port Terminals are detailed in Schedule F.

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

Schedule C – Purchase Option Service Procedure

1. INTRODUCTION AND DEFINITIONS

INTRODUCTION

Viterra provides a service for clients to post their 'Purchase Options' for Growers at Viterra Facilities during harvest. Purchase Options are limited to a Client's daily cash price offering to Grower.

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

DEFINITIONS

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

In this Schedule:

Cut-Off Time means:

- for a Purchase Option submitted by the DPE System, 11 pm on the day of the Effective Date; or
- such later time as Viterra allows.

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

Effective Date means the date on which the Client wishes a Purchase Option to take effect.

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

Ezigrain Website means www.ezigrain.com.au.

Harvest means the period determined by Viterra to be harvest for a particular Service Year where it will accept Purchase Options.

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

Time of Delivery means the time at which the new grower receipt transaction is created.

2. EZIGRAIN TERMS

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

3. PURCHASE OPTION SUBMISSION

All Purchase Options (including any amendments to Purchase Options) must be submitted using the DPE System and must:

- be made through the Ezigrain Website;
- be in the electronic format prescribed by Viterra from time to time (including all required fields being completed); and
- comply with the general Purchase Option submission requirements in section 4 of this Schedule.

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

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

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

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

If the DPE System becomes unavailable for any other reason other than routine maintenance, Viterra will use reasonable endeavours to inform Clients of the unavailability of the DPE System prior to the closure of submissions for each affected day or as otherwise as soon as reasonably practicable.

4. SUBMITTING AND WITHDRAWING PURCHASE OPTIONS

SUBMITTING PURCHASE OPTIONS

- A. A Purchase Option may be submitted 7 days per week during Harvest in the pre-determined electronic format required by Viterra from time to time and include:
- (a) the Purchase Option Code and Description;
 - (b) the Grain;
 - (c) Pay-grade;
 - (d) Site;
 - (e) Price; and
 - (f) the Effective Date for the Purchase Option;
 - (g) the Effective Period (if applicable);
 - (h) any information required to outline to Growers the cumulative cost of all other deductions (exclusive of GST) that will impact upon the Client's Purchase Options (e.g. underwriting, financing fees etc.); and
 - (i) any other additional information required by Viterra from time to time.
- B. If Viterra receives a submission or any other communication that relates to a Purchase Option and purports to come from the Client either:
- (a) through the DPE System from a person using the Client's password; or
 - (b) by email from an address Viterra reasonably considers to be from the Client's domain,

Viterra is entitled to treat the communication as having come from the Client with the Client's authority. The Client agrees that Viterra will not be liable for, and the Client must not make any claim in respect of, any loss suffered or incurred by the Client (or any third party) as a result of, or in connection with, Viterra treating the communications or instructions as authorised by the Client.

- C. In submitting a Purchase Option, the Client warrants that:
- (a) all information submitted in respect of the Purchase Option is true and correct in all respects and is not misleading or deceptive or likely to mislead or deceive;
 - (b) the Client has provided all information necessary to outline the cumulative cost of all other deductions (exclusive of GST) that will impact upon the Client's Purchase Options (e.g. underwriting, financing fees etc.) so that a fair and equitable service is offered to Growers; and
 - (c) the Client will purchase Grain under the Purchase Option.
- D. Despite anything else in this Schedule, Viterra reserves the right to refuse to publish or delay the publishing of a Purchase Option if, in Viterra's reasonable opinion:
- (a) the Client has not complied with the terms of this Schedule in all respects; or
 - (b) all or any portion of a Purchase Option is not true and correct in all respects, is misleading or deceptive or likely to mislead or deceive or is otherwise inconsistent with industry practice; and

the Client agrees that Viterra will not be liable for, and the Client must not make any claim in respect of, any loss suffered or incurred by the Client (or any third party) as a result of, or in connection with, Viterra refusing to publish a Purchase Option under this section.

AMENDING AND WITHDRAWING PURCHASE OPTIONS

If the Client wants to amend a submission, the Client must upload a new Purchase Option file in accordance with this Schedule.

The Client may withdraw a Purchase Option at any time during its Effective Period by uploading a new Purchase Option file in accordance with this Schedule and by replacing the relevant action code "A" with a "D". Where a Purchase Option is withdrawn, the withdrawal will take effect upon successful transmission and acceptance of the new Purchase Option. The Client indemnifies Viterra against any liability, direct or indirect, that Viterra incurs following the withdrawal of a Purchase Option and releases Viterra from any such liability to the Client itself.

5. PRICES ON WEIGHNOTES

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

If there is a discrepancy between the price recorded on a Weighnote at the time the Grain is delivered and the Posted Price at that time the price to be paid to the Grower will be the price stated on the Weighnote. A disclaimer to this effect is included in Viterra's Receival and Warehousing Terms and Conditions.

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

6. OPERATIONAL CONSTRAINTS

Where a Viterra Facility reaches its storage capacity for a particular Binned Grade or Grain, Viterra may, at its option, remove some or all of the Client's Purchase Options for that Binned Grade or Grain or refuse to accept any more Purchase Options for that Binned Grade or Grain (or both). The Client agrees that Viterra will not be liable for, and Viterra must not make any claim in respect of, any loss suffered or incurred by the Client (or any third party) as a result of, or in connection with such matters.

7. PURCHASE OPTION REPORTING

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

Any reports provided by Viterra under this section are for information purposes only and Viterra does not warrant the accuracy of any reports and has no liability to the Client for any inaccuracy or other shortcoming such reports.

8. SERVICE GUARANTEE

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

The extent of Viterra's liability under this section will be limited to Viterra paying the difference between the Posted Price and the submitted price up to an amount equal to \$10.00 per tonne, capped at \$5000 per any one error occurring, with a cumulative seasonal cap to a maximum of \$10,000.

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

Schedule D – Site Details

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

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

VITERRA FACILITY NAME	SITE CODE	RAIL SITE	NORMAL OPERATING HOURS	Export Select Only			
				WHEAT All Grades (excl Durum & Soft)	BARLEY Malting Grades	BARLEY Feed Grades	OTHER
ADELAIDE REGION							
PORT ADELAIDE	ADE	R	07.30 – 15.30				
OUTER HARBOR	OHB	R	07.30 – 15.30	All Grades			
CENTRAL REGION							
BALAKLAVA	BAL		07.30 – 15.30				
BOOLEROO	BOO		07.30 – 15.30				
BOWMANS	BOW	R	07.30 – 15.30	All Wheat		Feed	
BUTE	BUT		07.30 – 15.30				
CRYSTAL BROOK	CRY	R	07.30 – 15.30				
EUDUNDA	EUD		07.30 – 15.30				
GLADSTONE	GLA	R	07.30 – 15.30	All Wheat		Feed	
GULNARE	GUL		07.30 – 15.30				
JAMESTOWN	JAM		07.30 – 15.30				
LONG PLAINS	LON		07.30 – 15.30	All Wheat		Feed	
MALLALA	MAL		07.30 – 15.30				
MELROSE	MEL		07.30 – 15.30				
OWEN	OWE		07.30 – 15.30				
ORROROO	ORR		07.30 – 15.30	All Wheat		Feed	
PASKEVILLE	PAS		07.30 – 15.30				
PORT PIRIE	PIR	R	07.30 – 15.30				
ROBERTSTOWN	ROB		07.30 – 15.30				
ROSEWORTHY	ROS		07.30 – 15.30	All Wheat		Feed	

VITERRA FACILITY NAME	SITE CODE	RAIL SITE	NORMAL OPERATING HOURS	Export Select Only			
				WHEAT All Grades (excl Durum & Soft)	BARLEY Malting Grades	BARLEY Feed Grades	OTHER
SADDLEWORTH	SAD		07.30 – 15.30				
SNOWTOWN	SNO	R	07.30 – 15.30	All Wheat		Feed	
STOCKWELL	STO		07.30 – 15.30				
TARLEE	TAR		07.30 – 15.30				
ARDROSSAN	ARD		07.30 – 15.30				
PORT GILES	GIL		07.30 – 15.30				
WALLAROO	WAL		07.30 – 15.30				
EASTERN REGION							
APAMURRA	APA		07.30 – 15.30				
KAROONDA	KAR		07.30 – 15.30	All Wheat		Feed	
LAMEROO	LAM		07.30 – 15.30				
LOXTON	LOX		07.30 – 15.30				
PARILLA	PRL		07.30 – 15.30				
PINNAROO	PNR		07.30 – 15.30	All Wheat	All Barley	Feed	
WALPEUP	WAP		07.30 – 15.30	All Wheat			
WERRIMULL	WER		07.30 – 15.30	All Wheat			
WUNKAR	WUN		07.30 – 15.30	All Wheat		Feed	
BORDERTOWN	BOR		07.30 – 15.30				
COOMANDOOK	COM		07.30 – 15.30				
COONALPYN	CON		07.30 – 15.30				
FRANCES	FRA		07.30 – 15.30				
KEITH	KEI	R	07.30 – 15.30	All Wheat		Feed	

VITERRA FACILITY NAME	SITE CODE	RAIL SITE	NORMAL OPERATING HOURS	Export Select Only			
				WHEAT All Grades (excl Durum & Soft)	BARLEY Malting Grades	BARLEY Feed Grades	OTHER
MILLICENT	MIL		07.30 – 15.30				
MONARTO SOUTH	MON		07.30 – 15.30				
MURRAY BRIDGE	MBR		07.30 – 15.30				
STRATHALBYN	SBN		07.30 – 15.30				
TAILEM BEND	TAI	R	07.30 – 15.30				
TINTINARA	TIN		07.30 – 15.30				
WOLSELEY	WOL	R	07.30 – 15.30	All Wheat		Feed	
WESTERN REGION							
ARNO BAY	ARN		07.30 – 15.30	All Wheat		Feed	
BUCKLEBOO	BUC		07.30 – 15.30				
COWELL	COW		07.30 – 15.30				
CUMMINS	CUM	R	07.30 – 15.30	All Wheat		Feed	
CUNGENA	CUN		07.30 – 15.30	All Wheat		Feed	
DARKE PEAK	DAR		07.30 – 15.30				
EDILLILE	EDI	R	07.30 – 15.30				
ELLISTON	ELL		07.30 – 15.30	All Wheat		Feed	
KAPINNIE	KPI		07.30 – 15.30				
KIELPA	KIE	R	07.30 – 15.30				
KIMBA	KIM	R	07.30 – 15.30				
KYANCUTTA	KYA		07.30 – 15.30	All Wheat		Feed	
PORT LINCOLN	LIN		07.30 – 15.30				
LOCK	LOC	R	07.30 – 15.30	All Wheat		Feed	

VITERRA FACILITY NAME	SITE CODE	RAIL SITE	NORMAL OPERATING HOURS	Export Select Only			
				WHEAT All Grades (excl Durum & Soft)	BARLEY Malting Grades	BARLEY Feed Grades	OTHER
MANGALO	MAN		07.30 – 15.30	All Wheat	All Barley		
MINNIPA	MIN		07.30 – 15.30				
MURDINGA	MDA	R	07.30 – 15.30				
NUNJIKOMPITA	NUN		07.30 – 15.30				
PENONG	PEN		07.30 – 15.30	All Wheat		Feed	
POOCHERA	POO		07.30 – 15.30				
PORT NEILL	NEI		07.30 – 15.30				
RUDALL	RUD	R	07.30 – 15.30	All Wheat		Feed	
STREAKY BAY	STB		07.30 – 15.30				
THEVENARD	THE		07.30 – 15.30				
TOOLIGIE	TOO	R	07.30 – 15.30				
TUMBY BAY	TUM		07.30 – 15.30	All Wheat		Feed	
WADDIKEE	WAD	R	07.30 – 15.30				
WARRAMBOO	WAR	R	07.30 – 15.30	All Wheat		Feed	
WHARMINDA	WHA		07.30 – 15.30				
WIRRULLA	WRL		07.30 – 15.30				
WITERA	WIT		07.30 – 15.30	All Wheat		Feed	
WUDINNA	WUD	R	07.30 – 15.30	All Wheat		Feed	
YEELANNA	YEE		07.30 – 15.30	All Wheat		Feed	

Schedule E – Domestic Outturn and Export Standard Conditions

1. INTRODUCTION

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

2. OUTTURN ORDER

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

Orders must be placed for pick up within the Normal Operating Hours for the individual out-loading Viterra Facility (unless other arrangements have been agreed with Viterra).

Upon approval of the Outturn order, Viterra will issue a Grain Release Authority number back to the Client. The Client's carrier should as soon as possible thereafter liaise direct with Viterra to confirm the precise loading times.

Upon pick up from the out-loading Viterra Facility, the carrier must quote either the Client's order number or the Grain Release Authority Number and present a Viterra Carrier Card. Grain will not be Outturned where neither of these requirements is met by the carrier to verify that the order request is valid.

3. MINIMUM NOTIFICATION AND TONNAGES

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

All domestic Outturn orders must be received by no later than 12.00pm the Business Day prior to the requested Outturn. Trucks must book in by no later than 3.00pm the Business Day prior to the requested Outturn.

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

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

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

- unavailability of stock due to routine fumigation;
- breakdown or unavailability of machinery;
- where resources are allocated to out loading of rail;
- the unsuitability of the storage unit; and / or
- any relevant conditions of the Viterra Facility.

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

4. STOCK SWAPS

Viterra will facilitate stock swaps between Viterra Facilities as required.

5. LOADING EFFICIENCY

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

Schedule F – Access and Operating Conditions for Road Movements at Viterra Facilities

1. INTRODUCTION

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

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

Please Note:

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

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

2. ACCESS AND OPERATING CONDITIONS

OPERATIONAL REQUIREMENTS

A. Access Road Routes

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

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

B. Weather Working Day

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

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

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

C. Notice of Commencement of Movement

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

Viterra requires the following minimum notice before movements can commence:

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

No movement will commence until:

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

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

D. Co-ordination

To co-ordinate Grain movements:

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

E. Minimum Daily Outturn Conditions & Port Intake Rates

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

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

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

G. Delays

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

H. Carrier Registration

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

I. Vehicles

Vehicles must operate a reversing alarm/buzzer when reversing at Viterra Facilities.

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

Convertible trailers (being a tip over trailer 36 feet and over, built as flat top units with sides added constructed as gates with timber, steel or tarp lining) with soft sides are recognised as high risk equipment and as such are banned from all Viterra Facilities.

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

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

All bulk tippers are to have operating full coverage tarpaulins to minimise dust and loss of product potential. It is mandatory tarpaulins are operated from ground level or approved platforms. Tailgates are to be fitted with chains and must have secure sealing.

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

J. Vehicle Cleanliness

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

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

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

K. End Tonnage

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

L. Vehicle Loading

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

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

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

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

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

M. Grain Loss or Spillage

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

N. Emergency Response

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

O. Insect and Quality Issues

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

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

P. Compliance with Laws

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

Q. Insurance

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

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

R. Indemnity

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

S. Amendments

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

SAFETY

A. Site SHE Rules

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

B. Instructions

Vehicle operators must follow instructions given by Viterra Facility personnel.

C. Clothing

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

- high visibility vest;
- hard-hat;
- eye protection;
- enclosed footwear; and
- other site or product specific PPE as required by Viterra from time to time.

D. Specific duties

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

E. Climbing on vehicles

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

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

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

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

F. Site Induction

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

The following persons who access Viterra Facilities will need to present a Viterra Safety Card with a driver's licence or other photographic identification upon request of a Viterra employee:

- **Growers:** customers who conduct their own deliveries to and from Viterra Facilities.

- **Passengers:** individuals over the age of 15 travelling in the vehicle of a grower who requires access to a Viterra Facility.

The following persons who access Viterra Facilities will need to present a SitePass Card with a driver's licence or other photographic identification upon request of a Viterra employee:

- **Carriers:** representatives of freight companies who deliver, or pick-up grain to and from Viterra Facilities.
- **Passengers:** individuals over the age of 15 travelling in the vehicle of a carrier who requires access to a Viterra Facility.
- **Contractors or trade providers (including couriers):** individuals contracted directly to Viterra.

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

The Viterra Safety Card is valid for a period of two years from the date of induction.

The Viterra SitePass card is valid until the date of expiry as printed on the card.

G. Escorted Visitors

All visitors who have not completed induction and do not intend to complete an induction (once-off Viterra Facility visit);

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

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

H. Vehicles on site

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

I. Smoking

Smoking, matches and cigarette lighters are all potential ignition sources. Specific areas at each work location have been defined as areas where smoking is permitted. All other areas, unless identified as otherwise, are NO SMOKING areas. Smoking and carrying potential ignition sources outside a permitted smoking area is strictly prohibited. Ensure that your cigarette is completely butted out and disposed of correctly.

J. Incident Reports

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

K. Compliance Audit

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



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

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

L. Notices

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

Attachment 1 to Schedule F – Road Receival Hours at Terminals

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

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

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

Port Terminal	Indicative Opening Time
Port Adelaide: <ul style="list-style-type: none"> • Inner Harbour • Outer Harbor 	7.30 am
Port Giles	7.30 am
Port Lincoln	8.00 am
Thevenard	8.00 am
Wallaroo	7.30 am

Attachment 2 to Schedule F –Daily Intake & Outturn Rates

This attachment sets out the minimum daily Outturn rates for Export Standard movements or accumulation into Viterra Facilities (nominated as rail sites in this attachment) and / or outturns unless otherwise agreed.

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

Short Code	Viterra Facility	Region	Destination	Minimum Tonnes Outturn (all Commodities)
ADE	Inner Harbour (Terminal)	Adelaide	Port/Site	1500
APA	Apamurra	Eastern	Port Terminal	600
ARD	Ardrossan (Block 1)	Central	Port Terminal	2600
ARD	Ardrossan (Block 2)	Central	Port Terminal	1400
ARD	Ardrossan (Block 3)	Central	Port Terminal	2100
ARD	Ardrossan (Bunkers)	Central	Port Terminal	2250
ARD	Ardrossan	Central	Two Wells	850
ARN	Arno Bay (Block 2)	Western	Port Terminal	900
ARN	Arno Bay (Blocks 1,3,4)	Western	Port Terminal	450
ARN	Arno Bay (Block 5 shed)	Western	Port Terminal	1350
ARN	Arno Bay (Bunkers)	Western	Port Terminal	1800
BAL	Balaklava (Block 2 & 3)	Central	Port Terminal	600
BAL	Balaklava (Block 4)	Central	Port Terminal	1000
BOO	Booleeroo Centre	Central	Port Terminal	850
BOO	Booleeroo Centre (Bunkers)	Central	Port Terminal	1350
BOO	Booleeroo Centre	Central	Gladstone	850
BOO	Booleeroo Centre (Bunkers)	Central	Gladstone	1350
BOR	Bordertown	Eastern	Port Terminal	600
BOW	Bowmans	Central	Port Terminal	2250
BUC	Buckleboo	Western	Port Terminal	650
BUT	Bute	Central	Port Terminal	850
BUT	Bute	Central	Two Wells	850
CAL	Caltowie	Central	Port Terminal	600
COM	Coomandook	Eastern	Port Terminal	600
CON	Coonalpyn	Eastern	Port Terminal	800
COW	Cowell	Western	Port Terminal	650
CRY	Crystal Brook (Block 1)	Central	Port Terminal	1000
CRY	Crystal Brook (Block 2)	Central	Port Terminal	800
CRY	Crystal Brook (Block 3)	Central	Port Terminal	1000
CRY	Crystal Brook (Bunker)	Central	Port Terminal	1500
CUM	Cummins (Town Site, Block 1&2)	Western	Port Terminal	650
CUM	Cummins (Town Site Block 3)	Western	Port Terminal	1200
CUM	Cummins (Bunkers)	Western	Port Terminal	2300
CUM	Cummins (Sheds)	Western	Port Terminal	2000
CUN	Cungena	Western	Port Terminal	650
CUN	Cungena	Western	Wudinna	650
DAR	Darke Peak	Western	Port Terminal	650
EDI	Edillillie	Western	Port Terminal	650
ELL	Elliston (Blocks 1 & 2)	Western	Port Terminal	350
ELL	Elliston (Block 3)	Western	Port Terminal	900
EUD	Eudunda (Block 1 & 2)	Central	Port Terminal	350
EUD	Eudunda (Block 3)	Central	Port Terminal	700
EUD	Eudunda (Bunker)	Central	Port Terminal	1200

Short Code	Viterra Facility	Region	Destination	Minimum Tonnes Outturn (all Commodities)
FRA	Frances (Block 1)	Eastern	Port Terminal	300
FRA	Frances (All other Blocks)	Eastern	Port Terminal	500
FRA	Frances (Block 1)	Eastern	Wolseley	300
FRA	Frances (All other Blocks)	Eastern	Wolseley	500
GIL	Port Giles (Terminal)	Central	Port/Site	2000
GIL	Port Giles (Bunker)	Central	Port/Site	2000
GLA	Gladstone (Bunker & Shed)	Central	Port Terminal	2000
GLA	Gladstone (Town)	Central	Port Terminal	800
GUL	Gulnare (Block 1)	Central	Port Terminal	650
GUL	Gulnare (Block 2)	Central	Port Terminal	650
GUL	Gulnare (Block 1)	Central	Gladstone	650
GUL	Gulnare (Block 2)	Central	Gladstone	650
JAM	Jamestown (Block 1 &2)	Central	Port Terminal	650
JAM	Jamestown (Block 3)	Central	Port Terminal	1200
JAM	Jamestown (Block 1 &2)	Central	Gladstone	650
JAM	Jamestown (Block 3)	Central	Gladstone	1200
KAR	Karoonda (Town)	Eastern	Port Terminal	800
KAR	Karoonda (Town)	Eastern	Tailem Bend	800
KAR	Karoonda (Bunker)	Eastern	Port Terminal	800
KAR	Karoonda (Bunker)	Eastern	Tailem Bend	800
KEI	Keith	Eastern	Port Terminal	700
KIE	Kielpa	Western	Port Terminal	800
KIM	Kimba	Western	Port Terminal	650
KIM	Kimba (Bunkers)	Western	Port Terminal	1600
KPI	Kapinnie	Western	Port Terminal	650
KYA	Kyancutta	Western	Port Terminal	650
LAM	Lameroo (Town)	Eastern	Port Terminal	500
LAM	Lameroo (Town)	Eastern	Tailem Bend	500
LIN	Port Lincoln (Terminal)	Western	Port/Site	1500
LOC	Lock (Other)	Western	Port Terminal	650
LOC	Lock (Bunkers)	Western	Port Terminal	1800
LON	Long Plains	Central	Port Terminal	700
LOX	Loxton (Bunker)	Eastern	Port Terminal	1000
MAL	Mallala	Central	Port Terminal	600
MAN	Mangalo	Western	Port Terminal	650
MBR	Murray Bridge	Eastern	Port Terminal	450
MDA	Murdinga	Western	Port Terminal	650
MEL	Melrose (Concrete)	Central	Port Terminal	400
MEL	Melrose (Concrete)	Central	Gladstone	400
MEL	Melrose (Shed)	Central	Port Terminal	1350
MEL	Melrose (Shed)	Central	Gladstone	1350
MIL	Millicent	Eastern	Port Terminal	1000
MIN	Minnipa	Western	Port Terminal	650
MIN	Minnipa	Western	Wudinna	650
MON	Monarto South	Eastern	Port Terminal	400
NEI	Port Neill	Western	Port Terminal	900
NUN	Nunjikompita (Blocks 3 & 4)	Western	Port Terminal	650
NUN	Nunjikompita (Blocks 1 & 2)	Western	Port Terminal	350
NUN	Nunjikompita (Blocks 3 & 4)	Western	Wudinna	650

Short Code	Viterra Facility	Region	Destination	Minimum Tonnes Outturn (all Commodities)
NUN	Nunjikompita (Blocks 1 & 2)	Western	Wudinna	350
ORR	Orroroo	Central	Port Terminal	400
ORR	Orroroo	Central	Gladstone	400
OWE	Owen	Central	Port Terminal	700
OWE	Owen	Central	Two Wells	600
PAS	Paskeville	Central	Port Terminal	800
PAS	Paskeville	Central	Two Wells	800
PEN	Penong	Western	Port Terminal	650
PIR	Port Pirie	Central	Port Terminal	2000
PNR	Pinnaroo (Town)	Eastern	Port Terminal	800
PNR	Pinnaroo (Town)	Eastern	Tailem Bend	800
PNR	Pinnaroo (Bunker)	Eastern	Port Terminal	800
PNR	Pinnaroo (Bunker)	Eastern	Tailem Bend	800
PNT	Pintumba	Western	Port Terminal	470
POO	Poochera	Western	Port Terminal	650
POO	Poochera	Western	Wudinna	650
PRL	Parilla	Eastern	Port Terminal	400
PRL	Parilla	Eastern	Tailem Bend	400
ROB	Robertstown	Central	Port Terminal	700
ROS	Roseworthy (Block 1 & 2)	Central	Port Terminal	750
ROS	Roseworthy (Block 3)	Central	Port Terminal	750
ROS	Roseworthy (Shed)	Central	Port Terminal	1500
ROS	Roseworthy (Bunker)	Central	Port Terminal	2000
RUD	Rudall (other)	Western	Port Terminal	840
RUD	Rudall (Bunkers & Shed)	Western	Port Terminal	2000
SAD	Saddleworth (Block 1)	Central	Port Terminal	700
SAD	Saddleworth (Block 2)	Central	Port Terminal	900
SAD	Saddleworth (Bunkers)	Central	Port Terminal	1600
SBN	Strathalbyn	Eastern	Port Terminal	400
SNO	Snowtown (Town Shed)	Central	Port Terminal	1000
SNO	Snowtown (Town Block 2)	Central	Port Terminal	450
SNO	Snowtown (Bunker)	Central	Port Terminal	2000
STB	Streaky Bay	Western	Port Terminal	650
STO	Stockwell	Central	Port Terminal	650
TAI	Tailem Bend	Eastern	Port Terminal	1500
TAR	Tarlee (Block 1)	Central	Port Terminal	700
TAR	Tarlee (Block 2)	Central	Port Terminal	800
THE	Thevenard	Western	Port Terminal	650
THE	Thevenard (Bunkers)	Western	Port Terminal	1200
TIN	Tintinara	Eastern	Port Terminal	400
TOO	Tooligie	Western	Port Terminal	840
TUM	Tumby Bay (Concrete Verticals)	Western	Port Terminal	900
TUM	Tumby Bay (Shed)	Western	Port Terminal	2200
TUM	Tumby Bay (Bunkers)	Western	Port Terminal	2600
WAD	Waddikee	Western	Port Terminal	650
WAL	Wallaroo Block 2	Central	Port Terminal	1000
WAL	Wallaroo Block 3,4,5,6,7	Central	Port Terminal	1200
WAL	Wallaroo Block 8	Central	Port Terminal	2000
WAL	Wallaroo Block 9	Central	Port Terminal	2000
WAP	Walpeup	Eastern	Port Terminal	800
WAP	Walpeup	Eastern	Tailem Bend	800

Short Code	Viterra Facility	Region	Destination	Minimum Tonnes Outturn (all Commodities)
WAR	Warramboob	Western	Port Terminal	600
WER	Werrimul	Eastern	Port Terminal	800
WHA	Wharminda	Western	Port Terminal	650
WIT	Witera	Western	Port Terminal	650
WIT	Witera (Bunkers)	Western	Port Terminal	1800
WOL	Wolseley	Eastern	Port Terminal	1000
WRL	Wirrulla	Western	Port Terminal	840
WRL	Wirrulla	Western	Wudinna	840
WUD	Wudinna (Other)	Western	Port Terminal	650
WUD	Wudinna (Bunkers)	Western	Port Terminal	1800
WUN	Wunkar	Eastern	Port Terminal	350
YEE	Yeelanna	Western	Port Terminal	650

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

Minimum Daily Intake Rates at Port Terminals ex 3rd Party Approved Storages for Export Movements

Short Code	Site	Min Daily (wheat equivalent) tonnage
ADE	Port Adelaide	2200
WAL	Wallaroo	2000
GIL	Port Giles	2300
OHB	Outer Harbor	2200
LIN	Port Lincoln	2200

Schedule G – Register of Outturn Standards 2018/2019

1. OVERVIEW

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

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

2. CONTAMINANTS AND RESIDUE

Outturn (Classification) Standards 2018/2019		
All commodities	Objectionable Material, including pickling compounds / artificial colouring.	0.05% (maximum by weight)
All commodities	Type 2 Foreign Seed Contaminants (where outturns not regulated by DAWR).	1 per ½ litre
Canola	Type 1 Seed Contaminants (where outturns not regulated by DAWR).	1 per ½ litre

G3. TABLE A OUTTURN TOLERANCE FOR CEREALS

Severely Damaged, maximum count per ½ litre	2 <i>all cereals with the following exceptions:</i> Wheat FED1 = 5 grains by count per ½ litre Barley F1 = 3 grains by count per ½ litre <i>Other grades less than No.1 that are not listed are as per Viterra receive standard.</i>	0.05% (maximum by weight)
Sticks maximum count per two (2) litres		
<10cm in length and/or 1cm in width		1
>10cm in length and/or >1cm in width		1
Stones Weight of all stones retained above the commodity screen, maximum weight per two and half (2.5) litres		4.0 grams

3. TABLE B OUTTURN STANDARDS FOR PULSES

The Table B Outturn Standards set out in this section are applicable until **30 April 2019 only**.

Viterra does not guarantee that Grain Outturned after the **30 April 2019** will meet the Outturn Standards set out in this section.

For Outturns after **1 May 2019**, Viterra has employed a sliding scale for Farmer Dressed Outturn Specifications from 1 May 2019. In this regard, see section G3 – see Table C Viterra Farmer Dressed Outturn Standards.

Grade	Receival Standard	Outturn Standard
FIE1V (Fiesta, Manafest, Farah, Nura, Rana) – Viterra Grade	Total defective grains max 10% by weight, including: <ul style="list-style-type: none"> • Max 7% Poor Colour by weight; • Max 0.5% Mould (field and/or storage), caked, bin burnt and heat damaged) by weight. 	Total defective grains max 14% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> • Max 7% Poor Colour by weight; • Max of 1% by weight Mould (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).
FABF (All except Icarus) – Viterra Grade	No limit on Total defective seeds including: <ul style="list-style-type: none"> • Max 20% Defective by weight; • Max 0.5% Mould (field and/or storage), caked, bin burnt and heat damaged by weight. 	No limit on Total defective seeds including: <ul style="list-style-type: none"> • Max 1% by weight Mould (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).

Grade	Receival Standard	Outturn Standard
Red Lentils (NIPT1, NUGT1, FLA1, LR1) – Viterra grades	Total Defective grains max 4% by weight including: <ul style="list-style-type: none"> • Max 1% poor colour seed coat by weight; • Max 1% poor colour kernel by weight; • Max 3% defective material other than poor colour by weight; • Max 0.5% by weight Mould (field and/or storage), caked, bin burnt and heat damaged by weight. 	Total defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> • Max 1% poor colour seed coat by weight; • Max 1 % poor colour kernel by weight; • Max 1% by weight (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).
Red Lentils (NIPTC, NUGTC, FLAC, LRC) – Viterra Cleaning Grades	Total Defective grains max 11% by weight including: <ul style="list-style-type: none"> • Max 3% poor colour seed coat by weight; • Max 1% poor colour kernel by weight; • Max 8% defective material other than poor colour by weight; • Max 0.5% by weight Mould (field or storage), caked, bin burnt and heat damaged by weight. 	Total defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> • Max 1% poor colour seed coat by weight; • Max 1 % poor colour kernel by weight; • Max 1% by weight (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value). Viterra Cleaning grade will only be outturned from Two Wells or Pt Adelaide and will be outturned to Viterra No.1 grade outturn standard.

Grade	Receival Standard	Outturn Standard
Chickpeas (No.1 Grade Desi)	Total defective grains max 6% by weight including: <ul style="list-style-type: none"> • Max 2% by weight poor colour of which Max 1% by weight visible Ascochyta; • Max 1 grain per 200g Mould (field and/or Storage), caked, bin burnt and heat damaged. 	Total defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> • Max 2% by weight poor colour of which max 1% by weight visible Ascochyta; • Max 1% by weight Mould (field and/or Storage), caked, bin burnt & heat damaged (unless Viterra specify another value).
Chickpeas (Kabuli Type No.1 Grade Small)	Total defective grains max 3% by weight including: <ul style="list-style-type: none"> • Max 2% by weight poor colour of which Max 1% by weight visible Ascochyta; • Max 1 grain per 200g Mould (field and/or Storage), caked, bin burnt and heat damaged. 	Total defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> • Max 2% by weight poor colour of which max 1% by weight visible Ascochyta; • Max 1% by weight Mould (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).

Grade	Receival Standard	Outturn Standard
Chickpeas (Kabuli type No. 1 Grade Large)	Total defective grains max 3% by weight including: <ul style="list-style-type: none"> Max 2% by weight poor colour of which Max 1% by weight visible Ascochyta; Max 1 grain per 400g Mould (field and/or Storage), caked, bin burnt and heat damaged. 	Total defective grains max 10% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> Max 2% by weight poor colour of which max 1% by weight visible Ascochyta; Max 1% by weight Mould (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).
Field Peas (PEAS, PEAK, Field Peas No. 2 Grade)	Total defective Max 7% by weight. <ul style="list-style-type: none"> Max 1 grain per 200g Mould (field and/or Storage), caked, bin burnt and heat damaged. 	Total defectives Max 11% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> Max 1% by weight Mould (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).

Grade	Receival Standard	Outturn Standard
Lupins (Angustifolius)	Total Defective grains Max 7% by weight including: <ul style="list-style-type: none"> Max 36 per 200 grams Poor Colour Seeds; Max 2 per 200 grams Bitter Dark Seeded Lupins; Max 17 per 200 grams Phomopsis affected seeds; Max 1 grain per 200g Mould (field and/or Storage), caked, bin burnt and heat damaged. 	Total Defective grains Max 11% by weight on shipping belt (prior to vessel hold) or Domestic Outturn including: <ul style="list-style-type: none"> Max 36 per 200 grams Poor Colour Seeds; Max 2 per 200 grams Bitter Dark Seeded Lupins; Max 17 per 200 grams Phomopsis affected seeds; Max 1% by weight Mould (field and/or Storage), caked, bin burnt and heat damaged (unless Viterra specify another value).

4. TABLE C – VITERRA FARMER DRESSED OUTTURN STANDARDS 2019/2019 ON SHIPPING BELT (PRIOR TO VESSEL HOLD) OR IN CONTAINER FROM 1 MAY 2019

Table C below outlines the Outturn Standards that Viterra will meet after **30 April 2019**.

The Outturn Standards in this section end **31 July 2019**.

From **1 August 2019**, the Outturn Standards for Pulses cannot be guaranteed and the risk of which is solely assumed by the Client.

Grade	Outturn Standard
FIE1V (Fiesta, Manafest, Farah, Nura, Rana) – Viterra Grade	Total defective grains as at 1 st May 2019, max 16% by weight including max 8% by weight poor colour. Total defective grains as at 1 st June 2019, max 17% by weight including max 9% by weight poor colour. Total defective grains as at 1 st July 2019, max 18% by weight including max 10% by weight poor colour. No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1 st May 2019.
FABF (All except Icarus) – Viterra Grade	No limit on defective material after the 1 st May 2019. No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1 st May 2019.
Red Lentils (NIPT1, NUGT1, FLA1, LR1, NIPTC, NUGTC, FLAC, LRC) – Viterra grades	Total defective grains as at 1 st May 2019, max 14% by weight including max 2% by weight poor colour seed coat and 1% by weight max poor colour kernel. Total defective grains 1 st June 2019, max 15% by weight including max 3% by weight poor colour seed coat and 1% by weight max poor colour kernel. Total defective grains 1 st July 2019, max 16% by weight including max 3% by weight poor colour seed coat and 1% max by weight poor colour kernel. No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1 st May 2019.

Grade	Outturn Standard
Red Lentils (No. 2 Viterra Grade – NIPT2, NUGT2, FLA2, LR2) – Viterra Grades	<p>Total defective grains as at 1st May 2019, max 18% by weight including max 4% by weight poor colour seed coat and 1% by weight max poor colour kernel.</p> <p>Total defective grains 1st June 2019, max 19% by weight including max 5% by weight poor colour seed coat and 1 % by weight max poor colour kernel.</p> <p>Total defective grains 1st July 2019, max 20% by weight including max 5% by weight poor colour seed coat and 1 % max by weight poor colour kernel.</p> <p>No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1st May 2019.</p>
Chickpeas (No.1 desi)	<p>Total defective grains as at 1st May 2019, max 14% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta.</p> <p>Total defective grains as at 1st June 2019, max 15% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta.</p> <p>Total defective grains as at 1st July 2019, max 16% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta.</p> <p>No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1st May 2019.</p>
Kabuli type No1 grade small	<p>Total defective grains as at 1st May 2019, max 14% by including max 2% by weight poor colour of which max 1% by weight visible Ascochyta.</p> <p>Total defective grains as at 1st June 2019, max 15% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta.</p> <p>Total defective grains as at 1st July 2019, max 16% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta.</p> <p>No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1st May 2019.</p>

Grade	Outturn Standard
Kabuli type No1 grade large	Total defective grains as at 1st May 2019, max 14% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta. Total defective grains as at 1st June 2019, max 15% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta. Total defective grains as at 1st July 2019, max 16% by weight including max 2% by weight poor colour of which max 1% by weight visible Ascochyta. No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1st May 2019.
Field Peas (PEAS, PEAK Viterra Grades)	Total defective grains as at 1st May 2019, max 14% by weight. Total defective grains as at 1st June 2019, max 15% by weight. Total defective grains as at 1 st July 2019, max 16% by weight. No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1st May 2019.
Lupins (Angustifolius)	Total Defective Max 9% by weight. Bulk vessel hold shipment: Total Defective Max 11% by weight. Both include Max 36 per 200 grams Poor Colour; Max 2 per 200 grams Bitter Dark seeded Lupins and Max 17 per 200 grams of Phomopsis Affected seeds. No limit on mouldy grain (field and/or storage, caked, bin burnt and heat damaged) after the 1st May 2019.

Schedule H – Load Rejection from Domestic Delivery 2018/2019

1. AIM

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

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

2. APPLICATION

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

3. OUTCOMES

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

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

4. PROCEDURE

A. Definitions

In this Schedule:

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

Responsible Manager means any one of the following Viterra officers:

- (a) the Client Relations Representative for the Logistics & Commercial Relations Department;
- (b) Domestic Logistics Planner, or
- (c) Viterra's Client Relations Manager.

B. Responsible Manager Assessment Methodology / Client Procedure

If testing at an Up-Country Receiving Facility is within the Outturn specification for the relevant Grade Viterra will consider it has fulfilled its obligations under the Agreement.

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

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

C. The Client's right to make a claim

If the Responsible Manager is satisfied that the load of Grain is not compliant with the Outturn Standards and that Vitterra is at fault and the Client has complied with its obligations under the procedure set out this Schedule then:

- (a) the Client is entitled to assume Vitterra accepts that the rejected load does not meet the Outturn Standards and will compensate the Client in accordance with the regime set out in clause 6 below;
- (b) Vitterra will compensate the client for additional freight as per Export Select rates at the time of rejection and should the Responsible Manager agree to any additional charges they will be set at Vitterra's discretion; and
- (c) any compensations must be agreed to in writing at the time of rejection and prior to any claim being made under section D below.

D. The claims regime

If the Client seeks compensation under section 3 above, the Client must contact in writing Viterra within 7 days of the activity date related to the order.

E. No other liability for Viterra

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

Schedule I – Viterra Labour Ordering Conditions for Shipping 2018/2019

1. LABOUR ORDERING CONDITIONS

Subject to Flinders Ports' requirements and otherwise where Clients have accumulated sufficient Grain at the Port Terminal to achieve reasonable ship loading rates, 24 hour shipping is available at all Port Terminal Facilities except for Port Lincoln.

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

Shipping labour will be made available where shippers have adhered to Viterra labour ordering conditions as follows:

- All shifts are to be booked by 2pm the Business Day prior. All weekend or public holiday shifts are to be booked by 2pm on the Friday or Business Day prior.
- Shifts can be cancelled by 2pm the Business Day prior at no cost to the Client. A Sunday day and/or evening shift can be cancelled prior to 11am on Saturday. Similarly a Monday day and/or evening shift can be cancelled on Sunday by 11am. Shift cancellations must be acknowledged by Viterra to be accepted.
- Shift extensions of up to 4 hours can be ordered 2 hours prior to the completion of a shift to complete a vessel, if the last shift previously booked was an 8 hour shift. Shift extensions must be accepted by Viterra.
- At all Port Terminals where the Client occupies the berth and has stock available but will not work the vessel on a 24 hour / 7 day basis and an Other Client has Grain available and is willing to work the vessel on a 24 hour / 7 day basis, the Client must either work the vessel on a 24 hour / 7 day basis or vacate the berth for the Other Client (at the Client's own expense).

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

- Cancellation fees (applicable at all Port Terminals): the cancellation fee will be equal to the total cost recovery of the applicable labour shift.
- Delays: delays will be charged by hour or part of the applicable hourly shift rates (including air draft, weather, ships delays, draft checks, survey delays or client delays).
- Manual trimming (raking gang).
- Hourly fees: where ship-loading labour is ordered and not utilised, a four-hour grace period is provided for shippers in the first load port only at the beginning of the first day shift ordered. Thereafter, applicable hourly fees will be incurred by the shipper for every hour not utilised for ship loading.
- Hourly labour rate: where ship-loading is completed before the end of the shift, an applicable hourly labour rate will be charged for the remainder of the shift less four hours grace at the end of the shift.

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

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

2. LABOUR RATES

Port Adelaide Inner Harbour		
	3 * 8 hour Shifts	2 * 12 hour shift
Day	0700 – 1500	0700 – 1900
Evening	1500 – 2300	1900 – 0700
Night	2300 - 0700	N/A
Shift Extensions	1 to 4 hours	N/A
Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees		\$1,065 per hour
Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees / Cancellation Fees		\$1,355 per hour
Sunday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,720 per hour
Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,720 per hour

Port Adelaide Outer Harbor		
	3 * 8 hour Shifts	2 * 12 hour shift
Day	0700 – 1500	0700 – 1900
Evening	1500 – 2300	1900 – 0700
Night	2300 – 0700	N/A
Shift Extensions	1 to 4 hours	N/A
Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees		\$570 per hour
Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees / Cancellation Fees		\$744 per hour
Sunday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$946 per hour
Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$946 per hour

Port Lincoln		
	2 * 8 hour Shifts	
Day	0600 – 1400	
Evening	1400 – 2200	
Shift Extensions	1 to 4 hours	
Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees		\$1,521 per hour
Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees / Cancellation Fees		\$1,607 per hour
Sunday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,751 per hour
Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,751 per hour

Thevenard		
	3 * 8 hour Shifts	2 * 12 hour shift
Day	0800 – 1600	0800 – 2000
Evening	1600 – 2400	2000 – 0800
Night	2400 – 0800	
Shift Extensions	1 to 4 hours	N/A
Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees		\$838 per hour
Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees / Cancellation Fees		\$1,100 per hour
Sunday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,216 per hour
Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,216 per hour

Wallaroo		
	3 * 8 hour Shifts	2 * 12 hour shift
Day	0800 – 1600	0800 – 2000
Evening	1600 – 2400	2000 – 0800
Night	2400 – 0800	
Shift Extensions	1 to 4 hours	N/A
Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees		\$1,059 per hour
Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees / Cancellation Fees		\$1,381 per hour
Sunday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,736 per hour
Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,736 per hour

Port Giles		
	3 * 8 hour Shifts	2 * 12 hour shift
Day	0800 – 1600	0800 – 2000
Evening	1600 – 2400	2000 – 0800
Night	2400 – 0800	
Shift Extensions	1 to 4 hours	N/A
Weekday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees		\$992 per hour
Saturday Shift Charges, Delay, Cancellation, Underutilisation or Extension Fees / Cancellation Fees		\$1,166 per hour
Sunday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,418 per hour
Public Holiday Shift Charges , Delay, Cancellation, Underutilisation or Extension Fees		\$1,418 per hour

Schedule J – Operating Conditions for Viterra’s Rail Facilities 2018/2019

1. **LOADING AT VITERRA FACILITIES**

The following conditions apply to loading rail at Viterra Facilities:

A. Rail Siding Lengths

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

B. Loading Periods

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

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

C. Notification

Viterra requires a minimum of forty-eight hours prior notification of an operators’ requirements, before the planned commencement of outloading to rail.

Without limiting the terms of the Agreement, Viterra reserves the right to refuse to undertake loading in the event of circumstances including: plant failure or plant unavailability, insect infestation in Grain, Grain under fumigation, contaminated rail wagons and receiving rail wagons that do not conform to its Safety, Health & Environment requirements.

Viterra will advise the rail operator and the Client of the inability to load as soon as practicable.

D. Minimum Wagon Numbers

The minimum number of wagons to be allocated to a Viterra Facility will be on an “as needs” basis and agreed on by all parties. An additional minimum charge of \$200 per wagon will apply if less than the minimum number of wagons is placed for loading, unless agreed in writing by Viterra.

E. Wagon Configuration

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

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

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

F. Rail Services Management

All rail services at a Viterra Facility are managed by the Viterra. This includes scheduling of trains at all Viterra Facilities and shunting of trains at Port Terminals at Port Adelaide, Port Lincoln and at the strategic Up-Country Receival Facilities of Cummins and Tailm Bend.

G. Storage of Locomotives and Wagons

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

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

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

H. Safe Loading Work practices

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

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

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

I. Labelling

If the wagons are being loaded for discharge at a Viterra Facility, then the wagons must have a facility to secure Viterra labels on both sides of the wagon indicating the Grain and Grade. Viterra will supply the labels and complete the details as required.

The rail operator must clearly display the labels on each side of the wagons. The dimensions of the labels are 108mm x 125mm.

J. Priority

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

K. Wagons to be Fit for Purpose

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

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

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

L. Rail Transfer and Fast Loading Charges

The Client will be liable to pay the rail transfer and fast loading charges as detailed in Schedule A applying at the time of movement.

M. Weighing

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

This fee may also apply for movements to non-Vitterra Facilities (e.g. interstate) where Grain must be weighed prior to loading the train.

N. Track Access

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

O. Regulations

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

2. DISCHARGING AT VITERRA FACILITIES

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

A. Siding and Discharge Shed Details

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

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

B. Hours for Discharge

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

C. Notification

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

- lack of storage available for that Grain or segregation;
- lack of a nominated vessel for shipment of that Grain;
- insect infestation in the Grain within the wagon;
- conflicting discharge commitments for priority rail movements;

- wagons being unsafe to discharge;
- plant or equipment breakdown;
- prioritised movements for export; and / or
- any other reason in the sole opinion of Viterra (acting reasonably).

D. Minimum Wagon Numbers

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

E. Wagon Configuration

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

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

F. Rail Services Management

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

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

G. Parking or storing trains

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

A penalty of \$10,000 per day or part thereof will apply for breaches of this condition and, notwithstanding the above, Viterra reserves the right to remove wagons and locomotives from any Viterra Facility which have been stored without permission.

H. Labelling

Wagons must be labelled clearly on both sides of the wagon detailing the Grain and segregation loaded. Viterra will provide the labels and complete the detail if loaded at a Viterra Facility. If loaded at other than a Viterra Facility, the rail operator must ensure the labels are completed with all relevant details. The rail operator must clearly display the labels on each side of the wagons. The dimensions of the labels are 108mm by 125mm.

I. Priority

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

J. Wagons Fit for Purpose

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

K. Weighing

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

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

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

L. Track Access

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

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

M. Safety Interface Agreement

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

N. Regulations

It is the responsibility of the rail operator to ensure that it complies with all applicable Occupational, Health Safety and Welfare regulations and the Rail Safety National Law.

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

3. DELAYS

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

4. RAIL SAFETY ACCREDITATION

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

5. INDEMNITY

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

- the death or injury of any person or loss or damage to any Viterra equipment or Viterra's nominated rail service provider's equipment;

- the use by the operator of Viterra's nominated rail service provider's shunting services and the rail load/unloading equipment or the acts and omissions of a third party arising in connection with the use by the operator of Viterra's nominated rail service provider's shunting services or the rail load/unloading equipment.

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

6. GRAIN SPILLAGE

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

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

Schedule K – Sampling Provisions

1. BACKGROUND

If a physical sample of Grain is required by a Client, Viterra provides to Clients a number of standard and customised sampling options. This Schedule provides details on the available sampling processes for Grain and Grades and the relevant conditions to obtain those samples.

The following **General Conditions** apply to all sampling requests:

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

2. CUSTOMISED SAMPLING

A. Port Zone Sample

Port Zone	Thevenard, Port Lincoln, Wallaroo, Port Giles, Port Adelaide
Maximum Sample	20kg per Grade (maximum 1 request per Client per Grade per Service Year)
Grades	ASW1, APW1, H2, AGP1, F1, CANO
Last date for request	24 September 2018

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

- Viterra will use reasonable endeavours to dispatch the sample post-harvest between 31 January and 29 February (following an accepted request) but this is dependent on harvest receivals (both timing and tonnage);
- receivals by Viterra for the relevant Grade in the Port Zone must exceed 5,000mt;
- the Client's ownership for the relevant Grade in the Port Zone must exceed 500mt; and
- sample includes approx. 80% of receival tonnage within the Port Zone.

B. Semi Port Zone Sample

Port Zone	Thevenard, Port Lincoln, Wallaroo, Port Giles, Port Adelaide
Maximum Sample	10kg per Grade (maximum 1 request per Client per Grade per Service Year)
Grades	Wheat - H1, Soft Wheats, Durums, Utility Wheats, Malting Barley, Barley - F1, Faba Beans, Lupins, Lentils - Nipper, Lentils - Nugget, Field Peas - Kaspas, Field Peas - Dun
Last date for request	24 September 2018

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

- Viterra will use reasonable endeavours to dispatch the sample post-harvest between 31 January and 29 February (following a request) but this is dependent on harvest receipts (both timing and tonnage);
- receipts by Viterra for the relevant Grade in the Port Zone must exceed 5,000mt; and
- the sample may only include a maximum of 4 Viterra Facilities within the Port Zone.

C. Harvest Port Zone Sample

Port Zone	Thevenard, Port Lincoln, Wallaroo, Port Giles, Port Adelaide
Maximum Sample	5kg per Grade (maximum 1 request per Client per Grade per Service Year)
Grades	ASW1, APW1, H2 and CANO
Last date for request	24 September 2018

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

- Viterra will use reasonable endeavours to dispatch the sample post-harvest between the last week of November and the last week of December;
- receipts by Viterra for the relevant Grade in the Port Zone must exceed 4,000mt;
- the sample may only include a maximum of 4 Viterra Facilities within the Port Zone; and
- the Client's ownership for the relevant Grade in the Port Zone must exceed 1,000mt.

D. Ad Hoc Sample

Viterra Facility	All Viterra Facilities
Maximum Sample	2kg per Viterra Facility per Grade
Grades	All Grades (Major Grades and Minor Grades as defined in Schedule A).
Last date for request	Any time after 1 March during a Service Year

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

- availability of samples for a particular Grade will be subject to Grain accessibility at the applicable Viterra Facility;
- Client must allow as a minimum of 1 week for Major Grades and 3 weeks for Minor Grades;
- receivals by Viterra for the relevant Grade at the Viterra Facility must exceed 500mt; and
- the Client must have ownership of 100mt of the Grade at the Viterra Facility.

E. Pre-Shipment Sample

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

F. Standard Shipping Sample included in the Port Handling & Shipping Fee

Viterra Facility	All Port Terminal Facilities
Maximum Sample	2kg per vessel hatch and maximum 3kg per vessel composite sample
Grades	All Grades to be loaded on a valid and accepted Vessel Booking Form
Last date for request	Written notice on a Vessel Booking Form is required no later than 2 business days prior to the vessel load dates published on the Shipping Stem.

Schedule L – Port Adelaide Inner Harbour (Berth 27) – Oversize Vessels

1. BACKGROUND

Any Client intending to load vessels at Port Adelaide Inner Harbour (**Berth 27**) need to be fully aware of issues associated with the loading of “oversize” vessels. While oversize vessels may be able to berth, the size (deadweight) or configuration (including airdraft) of the vessel may preclude the vessel from being able to load, or will result in significant delays in loading (e.g. the need to wait for favourable tides before berthing, loading or sailing).

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

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

2. REQUIREMENTS FOR ASSESSMENT TO LOAD AT INNER HARBOUR BERTH 27

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

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

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

The calculation of the Berth 27 workable airdraft is:

- **Airdraft at “chart datum” = 15.0m.**

This is the distance from the water line to the loading arm at the wharf face, when the loading arm is in the maximum operating position of 15 degrees. An angle of the loading arm greater than 15 degrees results in the Grain flowing “backwards” on the belt and ultimately spilling onto the wharf).

- **Less:** 0.3m clearance required between the loader and the top of the hatch cover or hatch coaming.
- **Less:** the predicted tide on the proposed dates of loading.
- **Equals:** the workable airdraft.

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

In making this assessment, Viterra will consider the following:

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

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

The Client acknowledges that, due to the complexity of tides, tidal predictions used in these calculations may differ from what is experienced on any given day of loading. Approval or consent given by Viterra to load an oversize vessel does not place any obligation or liability on Viterra. The risk of delays and responsibility for safely carrying out cargo operations of an oversize vessel remains with the Client at all times.

Viterra has produced a Fact Sheet to assist Clients when securing suitable vessels to load at Berth 27. A copy of the Fact Sheet may be requested from Viterra.