

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

	\$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" mass management and fatigue management procedures and requirements;
- running sample retention and storage;
- weighing via certified weighbridges (both inward and outward);
- marshalling of trucks for unloading of Grain;
- unloading of Grain (Grower by Grower and on a load by load basis);
- inward elevation to storage;
- segregation into storage according to Grain classification on a load-by-load basis;
- clean down of inward Grain path on a load-by-load basis (as required);

- recording and provision of delivery information on receival weighnotes;
- access to transactional information on the Ezigrain Website;
- centralised recording and storage of transactional data for statutory periods;
- chemical residue testing after receival as required;
- hygiene practices to prevent insect infestation and maintain contact insecticide free status of Grain;
- the provision of storage facilities to receive Grain and store until the end of the calendar month of delivery;
- the ability of Growers to warehouse Grain;
- electronic transfer of Grain to Clients through the Ezigrain Website;
- repositioning of Grain into shipping storage as required for cargo accumulation;
- short term shipping storage as required for cargo accumulation; 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 receivals (by individual load regardless of its site of origin) other than receivals 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 been 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 Viterra. Viterra 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 Viterra at no cost in a Service Year.