

# Schedule A – Storage & Handling Charges 2020/21

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

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

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

## A. RECEIVAL, STORAGE & SHRINKAGE

### A1. Receival Fee

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

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

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

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

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

Note - The Client will be charged Grower's accumulated storage fees for all transfers in store. Client will be notified of the accrued charges via Acquisition file at time of transfer. For further information on commencement of storage, refer Explanatory Notes.

## A3. Monthly Storage for Prior Season grain

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

Applies to all grain of seasons prior to 2020/21 in store

	Prior Season			Prior Season held in Notional Ports		
	Wheat, Barley & Minor Cereals \$ / mt	Canola \$ / mt	Pulses \$ / mt	Wheat, Barley & Minor Cereals \$ / mt	Canola \$ / mt	Pulses \$ / mt
<b>Monthly charge Oct 2020 - Nov 2020</b>	\$3.80	\$4.00	\$4.05	\$3.70	\$3.90	\$3.95
<b>Monthly charge Dec 2020 - Aug 2021</b>	\$2.75	\$2.80	\$2.90	\$2.65	\$2.70	\$2.80
<b>Monthly charge Sep 2021</b>	\$3.80	\$4.00	\$4.05	\$3.70	\$3.90	\$3.95

Note - The Client will be charged Grower's accumulated storage fees for all transfers in store. Client will be notified of the accrued charges via Acquisition file at time of transfer.

## A4. Additional Monthly Port Storage Fee

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

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

	Port Adelaide Inner Harbour \$ / mt	Port Giles \$ / mt	Port Lincoln \$ / mt	Thevenard \$ / mt	Walleroo \$ / mt
<b>Monthly charge Feb 2021 - Mar 2021</b>	\$0.55	\$0.25	\$0.55	\$0.25	\$0.25
<b>Monthly charge Apr 2021 - Sep 2021</b>	\$0.55	\$0.35	\$0.55	\$0.35	\$0.35

## A5. Shrinkage Factor

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

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

## B. MOVEMENTS AND OUTTURNS

### B1. Outturn Fee

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

### B2. Port Inloading Fee

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

### B3. Third Party Receival Fee

Refer Explanatory Notes for description of service

Major & Minor Wheat \$/ mt	Other Barley \$/ mt	Malting Barley \$/ mt	Minor Cereals, Canola & Pulses \$/ mt
\$2.83	\$2.83	\$4.18	POA

### B4. Export Select Rebate

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

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

### B5. Other Fees

Return Fee	\$8.35 / mt
Reposition Fee	POA
Rail Weighing Fee	\$3.60 / mt
Under Performance Fee	\$2.50 / mt
Inner Harbour to Outer Harbor Movement Fee	POA

## C. SHIPPING

### C1. Booking Fee

A fee charged on Capacity booking acceptance (may include un-named vessel) under the Port Loading Protocols. Please refer to Viterra Operations Port Loading Protocols & Explanatory Notes.	\$5.00 / mt
---	-------------

### C2. Capacity Management

Booking Transfer Fee	\$300 / adjustment
Booking Movement Fee	\$300 / adjustment
Early Booking Surrender Rebate	Refer Port Loading Protocols
Lost Capacity Fee	\$5.00 / mt

### C3. Port Handling & Shipping Fee

Port Adelaide Inner Harbour \$ / mt	Port Adelaide Outer Harbor \$ / mt	Port Giles \$ / mt	Port Lincoln \$ / mt	Thevenard \$ / mt	Walleroo \$ / mt
\$16.50	\$14.55	\$14.85	\$14.75	\$17.60	\$17.60

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

### C4. Late Vessel Nomination Fee

All Port Terminals – Days' Notice of Named Vessel Nomination prior to ETA

Greater than or equal to 14 days	-
Less than 14 days but greater than 10 days	\$0.80 / mt
Less than or equal to 10 days	\$1.55 / mt

### C5. Vessel Variation Fee

	Port Adelaide Outer Harbor \$ / mt	Port Adelaide Inner Harbour, Port Giles, Port Lincoln, Wallaroo, Thevenard \$ / mt
Per day for day 1	\$1.00	\$1.00
Per day for subsequent onwards or part thereof	\$0.75	\$0.50

### C6. Shipping Repositioning Fee

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

### **C7. Dust Factor**

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

### **C8. Minimum Cargo Lift Fee**

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

### **C9. Port Terminal Utilisation Fee**

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

### **C10. Splash (Gang Labour) Trimming**

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

### **C11. Elective Shipping Fees**

Blending Fee (Customised Cargo Loading)	\$1.35 / mt
Extraordinary Fumigation Fee	POA
Cell Reservation Fee	POA
Overtime Labour Fee	Refer to Schedule I
Non-loading Labour Fee	Refer to Explanatory Notes

## D. ADMINISTRATION FEES

### D1. Transfer In Store Administration Fee

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

### D2. Outturn Certificate Fee

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

### D3. Customised Sample Request Fee

Port Zone Samples	\$310 each
Mid Harvest Port Zone Samples	\$260 each
Ad Hoc Samples	\$145 each
Pre Shipment Samples (per parcel)	\$270 each
Shipping Samples Included at no cost: 1 x 2kg sample per hatch and 1 x 3kg composite sample per load Grade.	No fee
Additional Shipping Samples	\$270 each

Note - Courier costs for Pre Shipment Samples and Shipping Samples within Australia are included in the Fees above.

### D4. Regrade Fee

Grade or Season	\$3.90 / mt
-----------------	-------------

### D5. Additional Account Fee

Additional Account Set Up and Maintenance Fee	\$10,000 each
---	---------------

## E. DEFINITIONS

In this Schedule, unless the context otherwise requires:

**Approved Third Party Storage** means a non-Viterra Grain storage and handling facility which is approved by Viterra in accordance with Approved Operator Conditions published by Viterra on [viterra.com.au](http://viterra.com.au).

**Ezigrain Website** means [ezigrain.com.au](http://ezigrain.com.au).

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

**Malting Barley** means CM1, CO1, LA1, PL1, SO1, SP1 and any like Grade.

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

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

**Other Barley** means BAR1, BAR2, BAR3, BAR4, F1, F2, F3, and F4.

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

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

**Notional Port** means Notional Port Adelaide, Notional Port Giles, Notional Port Lincoln, Notional Thevenard, Notional Wallaroo.

**POA** means price on application.

**Schedules A - L** means the schedules that comprise the Pricing, Procedures & Protocols Manual.

**Vessel Nomination Advice** means the Vessel Booking Form.

# Schedule A, Attachment 1

## Storage & Handling Charges 2020/21

### Explanatory Notes

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

#### A. RECEIVAL, STORAGE & SHRINKAGE

##### A1. Receival Fee

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

The difference in Receival Fee between:

- (a) Port Terminals (generally) and the Wallaroo Port Terminal reflects the difference between efficiency between these categories of sites within Viterra's storage and handling network.
- (b) Major Wheat and Minor Wheat and differences with other Grain reflects the higher costs associated with performing the Services (such as receiving, segregating, storing and handling) for Minor Wheat and other Grain.

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

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

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

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

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

Storage fees are waived for the month of delivery. For Grower's warehoused grain, storage fees are also waived for the month following the month of delivery. Monthly storage will apply for every subsequent calendar month (or part month) that the Grain remains in storage.

Monthly Storage set out in section A2:

- (a) applies to all 2020/21 season Grain in storage;
- (b) applies post application of the shrinkage factor set out in section A5;
- (c) will be applied to the opening Grain balance on the first day of each month;
- (d) in the case of Client Grain, will be required to be paid by the Client;
- (e) in the case of Warehoused Grain, will be accumulated against the Grain and be charged to either the Client on transfer or to the Grower on outturn; and
- (f) grain transferred into Export Select will be charged at the rates applicable for "Notional Ports" as set out in section A2.



### A3. Monthly Storage for Prior Season grain

Monthly Storage will apply for every calendar month (or part month) that the Grain remains in storage.

Monthly Storage set out in section A3:

- (a) applies to all Prior Season Grain in storage;
- (b) applies post application of the Shrinkage Factor set out in section A5;
- (c) will be applied to the opening Grain balance on the first day of each month;
- (d) in the case of Client Grain, will be required to be paid by the Client;
- (e) in the case of Warehoused Grain, will be accumulated against the Grain and be charged to either the Client on transfer or to the Grower on outturn; and
- (f) grain transferred into Export Select will be charged at the rates applicable for "Notional Ports" as set out in section A3.

### A4. Additional Monthly Port Storage Fee

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

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

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

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

### A5. Shrinkage Factor

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

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

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

## B. MOVEMENTS AND OUTTURNS

### B1. Outturn Fee

The Outturn Fee:

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

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to Outturn Grain outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place reasonable conditions and set down the applicable Outturn Surcharge. The Outturn Surcharge will be in addition to the applicable Outturning Fee.

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

### B2. Port Inloading Fee

The Port Inloading Fee applies to all Grain delivered by road or rail during Normal Operating Hours to a Port Terminal.

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

The Port Inloading Fee applies to all receipts (by individual load regardless of its site of origin) other than receipts to which section A1 applies.

The Port Inloading Fee includes the following services:

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

The difference in Receival Fee between the ports reflects the differing levels of utilisation of infrastructure and costs associated at a Port Terminal Facility.

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to inload Grain outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place reasonable conditions and set down the applicable Out of Hours Inloading Surcharge. The Out of Normal Operating Hours Inloading Surcharge will be in addition to the applicable Port Inloading Fee.

### B3. Third Party Receival Fee

The Third Party Receival Fee applies to all tonnes of Grain received from Approved Third Party Storage facilities into a Viterra Facility. This is in addition to the Port Inloading Fee set out in section B2.

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

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

- review of Grain treatment histories;
- sampling and testing on delivery;
- potential segregation and storage for risk mitigation, residue and fumigation periods;
- performance of Road "Chain of Responsibility" mass management procedures and requirements, including issuance of breach warnings and recording; and
- potential fumigation to prevent cross-infestation of insects (as a precautionary measure, not for Grain detected with insects).

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

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

- storage facility is operated as a commercial distinct registered entity and offers services with defined fees and receival, storage and outturn conditions and guarantees;
- the storage facility has multiple buyers buying and selling Grain within its facility;
- minimum storage capacity of 10,000 metric tonnes;
- maintenance of clean and dry storage facilities;
- storage capable of applying air-tight phosphine fumigation;

- maintenance of minimum storage requirements;
- maintenance of current and appropriate hygiene policy and procedures for the maintenance and storage of Grain;
- engagement of skilled grain classifiers; and
- maintenance of adequate insurance.

In addition, the applicable operator of the third party store must enter into and comply with the Approved Operator Conditions published by Viterra on [viterra.com.au](http://viterra.com.au).

#### (c) Conditions applicable to the service

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

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

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

#### (d) Level of service

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

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

#### (e) Rejections

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

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

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

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

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

(f) Fumigation certificate

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

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

#### **B4. Export Select Rebate**

The Export Select Rebate will apply when the Client transfers Grain into Export Select between 1 October 2020 and 15 January 2021. The Export Select Rebate will be included in the export select grouped fee which is invoiced at the time the Grain is transferred into Export Select in accordance with the process set out in Schedule B.

#### **B5. Other Fees**

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

**Reposition Fee:** The Reposition Fee is applicable to Grain which is positioned for outturn at a Viterra Facility on Client request and for reasons outside of Viterra's control, Client fails to collect the Grain and Viterra is required to reposition Grain at site.

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

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

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

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

## **C. SHIPPING**

### **C1. Booking Fee**

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

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

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

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

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

### **C2. Capacity Management**

**Booking Transfer Fee:** The Booking Transfer Fee applies if the Client submits a Transfer Notice in accordance with the Port Loading Protocols. Viterra will invoice the Booking Transfer Fee after it receives the Transfer Notice.

**Booking Movement Fee:** The Booking Movement Fee applies if the Client requests that a Booking be moved to a different Slot in accordance with the Port Loading Protocols. Viterra will invoice the Booking Movement Fee after it receives the Client's request.

**Early Booking Surrender Rebate:** The Early Booking Surrender Rebate will be payable as set out in the Port Loading Protocols.

**Lost Capacity Fee:**

Details of the Lost Capacity Fee including application of the fee, responsibility for payment, calculation and payment terms is set out below.

(a) Lost Capacity Fee - Application

The Lost Capacity Fee will be payable if a Client executes less than 90% of the Capacity that is the subject of a Booking. Capacity will be considered to be “executed” if the Client’s vessel arrives at the Port Terminal during the booking slot or the relevant Grace Period and the tonnes are loaded onto the vessel. The Lost Capacity Fee is payable in respect of Capacity that is intended for execution on or after 1 October 2020, regardless of when that Capacity is booked.

(b) Responsibility for payment of Lost Capacity Fee

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

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

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

(c) Calculating the Lost Capacity Fee

1. Subject to the following paragraphs, the Lost Capacity Fee will be calculated as the difference between:

- (i) 90% of the Capacity that is the subject of the Booking; and
  - (ii) the actual tonnes executed by the Client under the Booking;
- provided that amount is above zero tonnes. This 10% allowance is consistent with, and reflects, the “tolerance” levels for the execution of Bookings as set out in the Port Loading Protocols.

2. If a Client surrenders Capacity that is the subject of a Booking, then the amount set out above will be “90% of the amount of Capacity of the original Booking that is not the subject of any new Booking”.
3. If a Client redistributes the tonnages in respect of two Bookings across two Port Terminals with the consent of Viterra (and otherwise in accordance with the Port Loading Protocols), the Lost Capacity Fee will be payable in respect of the difference between:
  - (i) 90% of the aggregate Capacity of those two Bookings; and
  - (ii) the actual tonnes executed by the Client under those two Bookings.
4. Each of the calculations set out above can be applied alone or in combination with each other.

(d) Payment of Lost Capacity Fee

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

**C3. Port Handling & Shipping Fee**

(a) Inclusions

The Port Handling & Shipping Fee includes the following services:

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

(b) Ship sampling services

The standard ship sampling procedures (performed as a component of this Fee) include a running sample for every vessel’s hatch and a composite sample (for each load Grade). Sampling required in excess of the standard

offering as set out in Schedule K must be negotiated between Viterra and the Client no later than 2 Business Days prior to commencement of loading of the applicable vessel.

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

The Port Handling & Shipping Fee specifically excludes charges for:

- those charges set out in Schedule I;
- the loading of more than 1 slack hatch for a Grain vessel that has loaded at a non-Viterra Port Terminal;
- requests to perform only the trimming of a hold via the loading operations on a hold that has being partly loaded at a non-Viterra Port Terminal and is required to be levelled as per approved grain stability calculations; and
- Blending otherwise covered in section C11.

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

The Port Handling & Shipping fee must be paid by the Client 14 days prior to the first day of the Booking Slot and the Client must provide Viterra with the remittance advice relating to payment. However, if a Client books and nominates a vessel less than 14 days from the ETA within the Booking Slot, then all invoices in relation to this vessel are payable within 3 Business Days of the date of the invoice.

**C4. Late Vessel Nomination Fee**

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

**C5. Vessel Variation Fee**

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

The Vessel Variation Fee applies if:

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

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

original ETA provided by the Client is considered day 0) and continues to count until the vessel commences loading.

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

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

**C6. Shipping Repositioning Fee**

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

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

**C7. Dust Factor**

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

**C8. Minimum Cargo Lift Fee**

The Minimum Cargo Lift Fee applies to all tonnes loaded on a vessel at any Port Terminal if the total of the port load is less than the tonnage specified in section C8. The fee is a port specific fee and applies regardless of total tonnes loaded across multiple Port Terminals.

**C9. Port Terminal Utilisation Fee**

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

**C10. Splash (Gang Labour) Trimming**

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



## C11. Elective Shipping Fees

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

The Blending Service includes:

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

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

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

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

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

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

## D. ADMINISTRATION FEES

### D1. Transfer In Store Administration Fee

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

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

### D2. Outturn Certificate Fee

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

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

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

### D3. Customised Sample Request Fee

The Customised Sample Request Fee applies if the Client requests a sample (other than is included in the Receival, Port Inloading and Port Handling & Shipping Service Fee). Refer Schedule K.

### D4. Regrade Fee

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

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

### D5. Additional Account Set Up Fee

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