

Warehouse to Cash – Buyer Terms

Effective for 2019/20 Season grain from July 2020.

WAREHOUSE TO CASH - BUYERS

The Warehouse to Cash service allows a Buyer to purchase warehoused Grain from Growers for a preset cash price for a selected commodity, Grade and Site.

The Buyer can load, amend and withdraw prices in Ezigrain directly on screen or via an Excel file upload.

The Buyer can manage the volume of grain it purchases via preset tonnage quantity limits. Once the tonnage limit is reached, the price/s will be automatically withdrawn and the Buyer will receive an email notification.

The Buyer will have access to live reporting of Grain purchases.

By loading and amending prices in Ezigrain, the Buyer agrees to be bound to the terms of use described in these Terms and Conditions.

WAREHOUSE TO CASH PURCHASE OPTION SUBMISSION

To be eligible to participate in the Warehouse to Cash service, a Buyer must have an active Viterra account, and will be bound by:

- Viterra's Storage & Handling Agreement for the 2019/20 Season;
- the Port Terminal Services Agreement for the 2019/20 Season;
- any other agreement allowing access to Viterra's Port Terminals for the 2019/20 Season.

A Warehouse to Cash Purchase Option (including any amendments) must be:

- submitted online through Ezigrain;
- be in the electronic format prescribed by Viterra from time to time (including all required fields being completed); or entered directly on screen; and
- comply with the Warehouse to Cash Purchase Option submission requirements of these Terms and Conditions.

For security reasons, the Buyer must obtain individual password access for each person whom it wishes to access the Direct Price Entry System via Ezigrain on its behalf.

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

Viterra reserves the right to withdraw the availability of the Direct Price Entry System via Ezigrain from time to time for routine maintenance or to deal with any issue that arises.

If the Direct Price Entry System via Ezigrain becomes unavailable because of routine maintenance, Viterra will use reasonable endeavours to inform Buyers at least 24 hours prior to the Direct Price Entry System becoming unavailable.

If the Direct Price Entry System via Ezigrain becomes unavailable for any other reason other than routine maintenance, Viterra will use reasonable endeavours to inform Buyers of the unavailability of the Direct Price Entry System as soon as reasonably practicable.

SUBMITTING, EDITING AND WITHDRAWING A WAREHOUSE TO CASH PURCHASE OPTION

- A. A Purchase Option may be submitted during the permitted timeframe as published on Ezigrain (as amended from time to time), and must include:
- (a) the Cash option Code; (“DC” for Daily Cash or “SC” for Sustainable Cash);
 - (b) Commodity;
 - (c) Grade;
 - (d) Site;
 - (e) Daily Cash or Sustainable Cash price;
 - (f) the Effective Date for the Purchase Option;
 - (g) the Effective Period (if applicable); and
 - (h) any other additional information required by Viterra from time to time.

- B. If Viterra receives a submission or any other communication that relates to a Purchase Option and it purports to come from the Buyer either:

- (a) through the Direct Price Entry System on Ezigrain from a person using the Buyer’s password; or
- (b) by email from an address Viterra reasonably considers to be from the Buyer’s domain;

Viterra is entitled to treat the communication as having come from the Buyer with the Buyer’s authority.

The Buyer agrees that Viterra will not be liable for, and the Buyer must not make any claim in respect of, any Loss suffered or incurred by the Buyer (or any third party) as a result of, or in connection with, Viterra treating the communications or instructions as authorised by the Buyer.

- C. In submitting a Purchase Option, the Buyer warrants that:

- (a) all information submitted in respect of the Warehouse to Cash Purchase Option is true and correct in all respects and is not misleading or deceptive or likely to mislead or deceive;
- (b) the Buyer has provided all information necessary to outline the cumulative cost of all other deductions (exclusive of GST) that will impact upon the Buyer’s Warehouse to Cash Purchase Option (e.g. underwriting, financing fees etc.) so that a fair and equitable service is offered to a Grower; and
- (c) the Buyer will purchase parcels of Grain transferred to the Buyer under the Purchase Option, as the submission of a Warehouse to Cash Purchase Option constitutes an offer in the form of a bid, the acceptance of which by a Grower will be binding on the Buyer.

- D. Despite anything else in these Terms and Conditions, Viterra reserves the right to refuse to publish, or delay the publishing of, a Warehouse to Cash Purchase Option if, in Viterra’s reasonable opinion:

- (a) the Buyer has not complied with these Terms and Conditions in all respects; or
- (b) all or any portion of a Warehouse to Cash Purchase Option (or of the information required to create a Warehouse to Cash Purchase Option) is not true and correct in all respects, is misleading or deceptive or likely to mislead or deceive or is otherwise inconsistent with industry practice.

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

Amending a Purchase Option

The Buyer may amend a Purchase Option at any time during its Effective Period (and during the permitted timeframe as published on Ezigrain) by uploading a new Warehouse to Cash Purchase Option file in accordance with these Terms and Conditions or editing price/s directly in Ezigrain.

Where a Purchase Option is amended, the amendment will take effect upon successful transmission and acceptance of the new Purchase Option.

Withdrawing a Purchase Option

The Buyer may withdraw a Purchase Option at any time during its Effective Period (and during the permitted timeframe as published on Ezigrain) by uploading a new Purchase Option file in accordance with these Terms and Conditions and by replacing the relevant action code "A" with a "D" or by withdrawing price/s directly on Ezigrain.

Where a Purchase Option is withdrawn, the withdrawal will take effect upon successful transmission and acceptance.

The Buyer indemnifies Viterra against any liability, direct or indirect, that Viterra incurs following the withdrawal of a Warehouse to Cash Purchase Option and releases Viterra from any such liability to the Buyer itself.

LIMITS

In order to submit a Purchase Option, a Buyer must set a Limit for total tonnage of transfers and/or Grower deliveries at site it will accept under any particular Purchase Option submission.

In the event of sales to that Buyer (either by warehouse transfer using this Warehouse to Cash service or Grower delivery at site) reaching the set Limit communicated to Viterra (within the applicable permitted Tolerance flexibility as described below), Viterra will withdraw the Buyer's relevant submitted Purchase Option or Purchase Options subject of the relevant set Limit.

The applicable permitted Tolerance flexibility is:

- (a) 250 tonnes over or under the Limit, in the event the Buyer sets a Limit greater than or equal to 250 tonnes;
- (b) 100 tonnes over or under the Limit, in the event the Buyer sets a Limit less than 250 tonnes.

Limits may be set for each commodity, Grade, and Port Zone. Buyers may also wish to set a Limit for commodity, Grade and Site.

PRICES ON ACQUISITION FILES

Where applicable, the price per tonne will be recorded on the transfer based on the actual information supplied by the Buyer.

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

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

REPORTING

As a service to Buyers, a summary of all purchases by a Buyer under this Warehouse to Cash service, and all consequent transfers, will be published on Ezigrain under Daily Acquisitions.

Ezigrain will also report to a Buyer their acquired tonnes against their Limits.

Viterra will email each Buyer a daily file including details of their submissions, transfers, acquired tonnes and ticket information.

SERVICE GUARANTEE

If the published price exceeds the actual price submitted by the Buyer in a Purchase Option and the inaccuracy was directly caused by Viterra's error in publishing data provided by the Buyer through the electronic submission of Purchase Options to Viterra Daily Price Entry System, then Viterra will compensate the Buyer.

The extent of Viterra's liability will be limited to Viterra paying the difference between the posted price and the submitted price up to an amount equal to \$10 per tonne, capped at \$5,000 per any one error occurring, with a cumulative seasonal cap to a maximum of \$10,000.

EZIGRAIN TERMS

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

DEFINITIONS

Buyer means a Grain or commodity marketing company which has an active Viterra account.

Daily Cash means the Purchase Option under which a Buyer has bid to purchase Grain which is not necessarily classified as sustainable or supported by relevant appropriate Sustainable Accreditation.

Direct Price Entry System means Viterra's system enabling Buyers to submit Purchase Options through Ezigrain as described in these Terms and Conditions.

Effective Date means the date which the Buyer has selected that a Purchase Option is to take effect.

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

Ezigrain means Viterra's online Grain stock information program, located at www.ezigrain.com.au.

Limit means the limit set by a Buyer on total tonnage of particular Grain which it is willing to purchase, which limit is set and dealt with in accordance with these Terms and Conditions.

Purchase Option means the bid offered by a Buyer to purchase Grain for a live cash price using this Warehouse to Cash service, under these Terms and Conditions.

Site has the same meaning as 'Viterra Facility' in Viterra's Storage and Handling Agreement 2019/20 Season.

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

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

All other terms have their meanings as defined in Viterra's Storage and Handling Agreement 2019/20 Season.