

# Wheat Reference Prices – Port Terminal Services 2017/2018

---

## 1. INTRODUCTION

---

This document sets out the explanatory notes to the Reference Prices that are payable in respect of the provision of Port Terminal Services for Bulk Wheat for the 2017/2018 Service Year.

The Reference Prices are categorised as either:

- **“Mandatory Fees”** (i.e. fees that are payable in respect of all Bulk Wheat received at, and exported from, a Port Terminal. These fees may vary depending on how the Bulk Wheat is received at a Port Terminal); or
- **“Additional Fees”** (i.e. fees that are payable only if specific services are required).

This document sets out details of when each of the Mandatory Fees and Additional Fees are payable and the services, and the quantum of those services, covered by each charge.

## 2. MANDATORY FEES

---

### 2.1 Booking Fee

#### 2.1.1 Booking Fee – Long Term Capacity (LTC Booking Fee) – Capacity booked from 1 Oct 2017

The LTC Booking Fee is payable by the Client in respect of Long Term Capacity (as defined in the Port Loading Protocols) allocated to the Client in accordance with the Port Loading Protocols

Except as provided otherwise in the Port Loading Protocols and this section 2.1.1, the LTC Booking Fee is non-refundable.

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 LTC 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) may result in loss of the Booking.

The LTC 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.

#### 2.1.2 Booking Fee - all Capacity except Long Term Capacity (FIFS Booking Fee)

The FIFS 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-served system set out in the Port Loading Protocols. For the avoidance of doubt, the FIFS Booking Fee does not apply to Long Term Capacity.

Except as provided otherwise in the Port Loading Protocols, the FIFS Booking Fee is non-refundable. However, Viterra will refund FIFS 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 FIFS 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 FIFS 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 but not limited to failing to pay Viterra's Charges on time) may result in loss of the booking and forfeiture of the FIFS Booking Fee.

The FIFS 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.

## **2.2 Receival and Port In-Loading Charges**

Viterra provides a range of services on receival of Bulk Wheat into its Port Terminals. Those services (and the quantum of those services) vary depending on the source of the relevant Bulk Wheat.

### **2.2.1 Receival Fee (Payable by the Client at the time of receival or Transfer In-Store)**

This Receival Fee is payable in relation to all Bulk Wheat 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 Receival Fee is payable by the Client at the time of receival or Transfer In-Store.

The Receival Fee includes the following Services:

- receival, ex-grower or from sources external to Viterra (not including receival at a Port Terminal from Approved Third Party Storage);
- initial truck marshalling;
- significant sampling, testing and classification on delivery;
- performance of Road "Chain of Responsibility" management and fatigue management procedures and requirements;
- running sample retention and storage;
- weighing via certified weighbridges (both inward and outward);
- marshalling of trucks for unloading of Bulk Wheat;
- unloading of Bulk Wheat (Grower by Grower and on a load by load basis);
- inward elevation to storage;
- segregation into storage according to Bulk Wheat classification on a load-by-load basis;
- clean down of inward Bulk Wheat 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;
- hygiene practices to prevent insect infestation and maintain contact insecticide free status of Bulk Wheat;
- the provision of storage facilities to receive Bulk Wheat and store until the end of the calendar month of delivery;

- the ability of Growers to warehouse Bulk Wheat;
- electronic transfer of Bulk Wheat to Clients through the Ezigrain Website;
- repositioning of Bulk Wheat into shipping storage as required for cargo accumulation;
- short term shipping storage as required for cargo accumulation; and
- a contribution to supply chain transportation costs.

The services above which are also provided in respect of section 2.2.2 and/or section 2.2.3, are provided at a higher rate for receivals to which the Receival Fee in this section 2.2.1 applies. This reflects the provision of services required to manage the relative levels of risk.

The difference in Receival Fee for Major Wheat Grade and Minor Wheat Grade reflects the higher costs associated with receiving, segregating, storing and handling minor Bulk Wheat Grades at a Port Terminal.

### **2.2.2 Port In-Loading Fee**

The Port In-Loading Fee applies to all 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 2.2.1 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 Bulk Wheat;
- inward elevation to shipping storage;
- recording and provision of delivery information on receival weighnote (road);
- the provision of storage facilities to receive Bulk Wheat 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 Port In-Loading Fee for road and rail reflects the differing levels of utilisation of infrastructure and costs associated with the different modes of receival at a Port Terminal Facility.

On the written request of a Client, Viterra may (in its sole and absolute discretion) agree to in-load Bulk Wheat outside Normal Operating Hours. In agreeing to perform this Service, Viterra may place

reasonable conditions and set down the applicable surcharges. Any surcharge will be in addition to the applicable Port In-Loading Fee.

### **2.2.3 Receival at Port Service Fee (from Approved Third Party Storage)**

The Receival at Port Service Fee applies to all tonnes of Bulk Wheat received from Approved Third Party Storage facilities into a Port Terminal Facility. This is in addition to the Port In-Loading Fee set out in section 2.2.2.

#### **(a) Services Covered by the Receival at Port Service Fee**

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

- review of Bulk Wheat treatment histories;
- sampling and testing on delivery (where sampling occurs at a higher rate than Bulk Wheat 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 Bulk Wheat detected with insects).

#### **(b) Criteria to qualify for the Receival at Port Service Fee**

In order to qualify as an Approved Third Party Storage (receivals from which the Receival at Port Service 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:

- 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 Bulk Wheat 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 Bulk Wheat;
- 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](http://www.viterra.com.au).

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

In order to protect the quality of commodities that are held at Port Terminal Facilities, and to facilitate the efficient operation of the Port Terminal 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:

- Bulk Wheat 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 Bulk Wheat from an Approved Third Party Storage, Viterra may fumigate the Bulk Wheat or take any reasonably necessary corrective actions to mitigate the risk to Other Client's Bulk Wheat in the Port Terminal 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 Bulk Wheat.

**(d) Level of service**

Classification testing will be undertaken in accordance with the Commodity Classification Manual published by Viterra and the Bulk Wheat 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 Bulk Wheat whether or not it is common-stocked with other Bulk Wheat 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 Bulk Wheat, even if an exclusive Cell lease has been arranged.

**(e) Rejections**

Viterra has the right to reject parcels or individual loads where the Bulk Wheat 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 Bulk Wheat; or
- Bulk Wheat infested with insects; or
- Bulk Wheat that has not been fumigated within a quarterly fumigation regime (fumigation certificate must be provided by the Client on the request of Viterra); or
- Bulk Wheat 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 Port Terminal Facility including an inability to segregate the third party Bulk Wheat parcel.

If Viterra identifies material or ongoing quality issues with loads delivered from an Approved Third Party Storage, 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 Bulk Wheat. 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 Bulk Wheat, 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.

**2.3 Shrinkage Factor**

A shrinkage factor will be deducted from each load of Bulk Wheat at the time of initial delivery into a Viterra Facility. The factor applied is dependent on whether the Bulk Wheat 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 receival tonnage of Bulk Wheat less the Shrinkage Factor.

The Shrinkage Factor is separate (and does not include) the Dust allowance set out in section 2.4.

**2.4 Dust Outturn 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 section 2.3. The amount will be deducted from the Client's Bulk Wheat balance.

**2.5 Port Handling and Shipping Fee (includes Stevedoring, minimum ship sampling services and ship loading)**

(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 in the Pricing, Procedures and Protocols Manual);
- 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 in the Pricing, Procedures and Protocols Manual;
- 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 in the Pricing, Procedures and Protocols Manual 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 in the Pricing, Procedures and Protocols Manual;
- the loading of more than 1 slack hatches for a Bulk Wheat 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 3.11.

**(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.

### **3. ADDITIONAL FEES**

---

**3.1 Monthly Storage Fee (Levied per tonne for Bulk Wheat on hand as at the 1<sup>st</sup> of each month)**

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 Bulk Wheat remains in storage.

The Monthly Storage Fee set out in section 3.1:

- (a) will be applied to all 2017/18 season Bulk Wheat in storage after the first month of delivery into a Viterra Facility (post application of the shrinkage factor set out in section 2.3);
- (b) will then be applied to the opening Bulk Wheat balance on the first day of each month for so long as the Bulk Wheat 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 Bulk Wheat, this Monthly Storage Fee will be accumulated against the Bulk Wheat and charged to the Client on transfer; and
- (e) previous Season's Bulk Wheat will be charged at the rates applicable for "Previous Season" Bulk Wheat as set out in section 3.1.

**3.1.1 Monthly Storage Fee for stock transferred into Export Select and held in Notional Port (Levied per tonne for Bulk Wheat on hand as at the 1<sup>st</sup> of each month)**

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 Bulk Wheat remains in storage.

The Monthly Storage Fee set out in 3.1.1:

- (a) will be applied to all 2017/18 season Bulk Wheat in Notional Port storage after the first month of delivery into a Viterra Facility (post application of the shrinkage factor set out in section 2.3);
- (b) will then be applied to the opening Bulk Wheat balance on the first day of each month for so long as the Bulk Wheat 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 Bulk Wheat, this Monthly Storage Fee will be accumulated against the Bulk Wheat and charged to the Client on transfer; and
- (e) previous Season's Bulk Wheat will be charged at the rates applicable for "Previous Season" Bulk Wheat as set out in section 3.1.1.

### **3.1.2 Additional Monthly Port Storage Fee (Levied per tonne for Bulk Wheat on hand as at the 1st of each month at port)**

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 3.1.1 or 3.1.2 of the Reference Prices for all tonnes of Bulk Wheat 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 Bulk Wheat delivered that incur this Fee will be unable to be transferred into Export Select at the relevant Port Terminal.

### **3.2 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.

### **3.3 Booking Transfer Fee, Booking Movement Fee, Split Booking, Early Slot 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 2017**, 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:
  - (C) 90% of the aggregate Capacity of those two Bookings; and
  - (D) 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.

### 3.4 Domestic Outturning Fee

The Domestic Outturning Fee applies where a Client out-turns Bulk Wheat from a Port Terminal (other than outloading to a vessel). It includes services provided by Viterra in relation to the:

- domestic outturn of Bulk Wheat held at a Port Terminal; and
- movement of Bulk Wheat from Inner Harbour to Outer Harbor (or *vice versa*).

The charge applies to tonnes post-application of the shrinkage factor set out in section 2.3 of the Reference Prices.

### 3.5 Inner Harbour to Outer Harbor Movement Fee

See discussion in section 3.4.

### 3.6 Domestic Outturn Surcharge

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

### 3.7 Vessel Variation

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 Bulk Wheat 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 of the Pricing, Procedures and Protocols Manual) 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 of the Pricing, Procedures and Protocols Manual) 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.

### **3.8 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.

### **3.9 Shipping Repositioning Fee**

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

- 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).

### **3.10 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 by Port Terminal in the Reference Prices. The fee applies regardless of total tonnes loaded across multiple Port Terminal it is a port specific fee.

### **3.11 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 Bulk Wheat and / or Export Standard movements did not meet their specifications provided by the Client.

### **3.12 Extraordinary Fumigation**

The Extraordinary Fumigation Fee applies where a Client requests harvest shipping, or makes a booking without allowing Viterra adequate time to fumigate the Bulk Wheat, and the Client requires fumigation. The cost detailed in the Reference Prices 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.

### **3.13 Overtime Labour Fee**

The Overtime Labour Fee applies in the circumstances, and in the amounts, set out in Schedule I of the Pricing, Procedures and Protocols Manual.

### **3.14 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.

### **3.15 Return Fee**

The Re-Delivery Fee is applicable to Bulk Wheat 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.

### **3.16 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 charged and will be responsible for all unpaid Charges that have accumulated to the account of the Grower in respect of the transferred Bulk Wheat.

### **3.17 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.

### **3.18 Customised Sample Request Fee**

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

### **3.19 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 Bulk Wheat regraded.

### **3.20 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.

## **4. 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](http://www.viterra.com.au).

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

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

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

**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 parcel of Bulk Wheat.