



ABN: 94 160 423 021



Warehousing Terms & Conditions ("Agreement")

1. BACKGROUND:

- 1.1. Under this Agreement, (**Storer**) means CHS Broadbent Pty Ltd (ACN 160 423 021) registered office 300B Gillies Street North, Wendouree VIC 3355 (ABN 94 160 423 021).
- 1.2. Under this Agreement, (**Warehouser**) means any person who engages the Storer to provide warehousing services, and a request for the provision of warehousing services shall constitute deemed acceptance of the terms of this Agreement in full.
- 1.3. These terms and conditions apply to the storage and handling of any commodity stored under warehouse in the Storer's system (**Commodity**) and any subsequent transfer and outturn of the Commodity.
- 1.4. The Warehouser must be registered with the National Grower Register (Australia) ('NGR') before any services relating to this Agreement will be provided by the Storer.

2. AGREEMENT:

- 2.1. The Warehouser agrees to warehouse the Commodity at the Storer's warehousing facility for the fees specified in Schedule 1 (**'Schedule 1'**).
- 2.2. The Storer agrees to store the Commodity subject to the terms and conditions of this Agreement in a clean, dry and in all circumstances appropriate storage facilities including without limitations silos, storage bins and/or covered bunkers.

- 2.3. Under this Agreement, the Storer's weighbridge docket and quality test results shall be conclusive evidence of the quantity and specification of the Commodity being stored.

3. RECEIVAL:

- 3.1. The Storer will sample, provide quality testing services, classify into available grades, weight, store and load (if available) rail or (if available) road transport or transfer title to the Commodity to another party under this agreement.
- 3.2. The Storer will receive and load the Commodity in accordance with Grain Trade Australia Limited (**GTA**) receival standards and sampling methodology unless otherwise agreed with the exception of Faba Beans, which will be received under FD Receival Standards but out turned under FD Export Standards for both NO. 1 and NO. 2 grades.
- 3.3. The Warehouser warrants that unless otherwise expressly agreed in writing, the Commodity when received by the Storer complies with all State and Federal Laws and requirements relating to chemical, pesticide residues, Genetically Modified Organisms, varietal declarations and all other conditions required by the GTA, this agreement or law.
- 3.4. The Warehouser warrants that any grain including



the Commodity that is delivered to any storage facility of the Storer is free of any contaminants (chemical, physical or otherwise), residues or a combination of both.

3.5. The Storer may, at its discretion, accept or refuse to receive the Commodity for storage and/or warehousing, based on quality, hygiene, safety and its capacity and efficiency.

3.6. The Warehouser will, at the cost of the Warehouser, immediately remove the Commodity from the storage upon receipt of a notice from the Storer requiring it to do so.

4. GUARANTEE OF QUALITY:

4.1. The Storer must ensure that all Commodities will be received and out turned under the GTA standards and will comply with the same GTA receival standards when tested on delivery by an industry compliant testing regime.

4.2. Any costs associated with Commodities not meeting GTA receival standards upon delivery to the end user or port facility save and except where such failure arises from any act, omission or negligence of the Warehouser, will be at the expense of the Storer and will be invoiced directly to the Storer or deducted from freight and storage costs owing to the Storer.

4.3. If there is any doubt as to the quality of testing procedure at either the Storer's facility or delivery destination an independent sample will be taken at the delivery destination and will be sent to Australian Superintendence Company (or another Warehouser approved testing agency) who will conduct an independent test of the commodity which will determine if the Commodity is in line with GTA receival standards or if it is non-compliant. If Australian Superintendence Company (or another Warehouser approved testing agency) finds that the Commodity is not compliant with the GTA receival standard that it was received under,

provided such failure does not arise from any act, omission or negligence of the Warehouser, the Storer will be liable for any costs associated with dealing with the distressed load including but not limited to freight, dockage and independent testing.

4.4. The maximum liability of the Storer howsoever arising (including by way of breach of this Agreement) will be no greater than the value of the storage and handling charges and/or freight that has been paid or is due to be paid by the Warehouser for the portion of the Commodity relevant to such claims.

4.5. In the Storer's absolute discretion, the Storer may reclassify the Warehouser's Commodity as follows:

4.5.1. malt barley may be reclassified to 'feed' where the germinative energy is determined by the Storer to be less than 95% or as at 1 October each year immediately following the end of the Season in which such Commodity was delivered to the Storer and on commencement of any subsequent Season. Where reclassification of Commodity comprising malt barley occurs, the Warehouser's Commodity will be proportionately adjusted to 'feed' in the Storer's records;

4.5.2. the grade of carryover for oat and pulse crops (not including Lupins) may be reclassified to 'feed' standard as at 1 October each year immediately following the end of the Season in which such Commodity was delivered to the Storer and any subsequent Season and the Warehouser's Commodity will be proportionately adjusted to 'feed' in the Storer's records.

4.6. The Storer will not be liable for any claim or loss



associated with normal commodity deterioration over time, including but not limited to germination of barley, purity of varieties, the free fatty acids, chemical herbicides and/or fungicides present prior to delivery, broken/shattered grains or pods received, stored and out loaded in accordance with this Agreement.

5. STORAGE:

5.1. The Commodity received and stored or warehoused may be commingled with Commodity of the like or similar kind, type, grade and/or specification without notice to the Warehouser in which case the commingled bulk commodities including the Commodity (**Bulk**) shall be owned by all parties whose Commodity has been so commingled (regardless of whether the type and specification of the Bulk is the same as each or any commingled commodity as recorded on receipt) to the exclusion of all other persons including but not limited to the Storer, as tenants in common. The Warehouser accepts their value proportion of the Bulk as their Commodity by substitution, and will not have the right to nominate any particular part of the Bulk as being owned by the Warehouser.

5.2. If the Commodity has not been removed before the end of the initial term of this agreement, the Warehouser will be bound by terms of any new season agreement twenty-eight (28) days from the Storer giving notice of the terms of any new season agreement.

6. OWNERSHIP & LIEN:

6.1. The Storer has possession of the stored Commodity and a lien in respect of all monies payable by the Warehouser to the Storer (on any account whatsoever) but otherwise has no legal or equitable title to the Commodity, unless it is an owner of the Commodity. This Agreement does not create a relationship of trust, agency, joint

venture, partnership or create a right of lease, licence or tenancy.

6.2. To the extent permitted by law and for the purposes of enforcing such lien, the Storer shall be entitled to retain possession of the whole or any part of the Commodity until all amounts due and payable are paid, or to sell any or all of the Commodity in such manner as it sees fit and the proceeds of sale shall be applied to the satisfaction of amounts due to the Storer and the costs of effecting such sale and the balance shall be paid to the Warehouser. The Warehouser irrevocably appoints the Storer as its agent and attorney for the purpose of enforcing its lien.

7. SECURITY INTERESTS

7.1. Unless expressly communicated otherwise, the Warehouser warrants that the Commodity is free from any security interests and that neither the Warehouser nor any third party will seek to enforce a security interest in the Commodity.

7.2. The parties acknowledge that the *Personal Property Securities Act 2009* (Cth) (**PPSA**) applies to Agreement and terms used in this clause that are defined in the PPSA have the same meaning as in the PPSA.

7.3. This Agreement is a security agreement between the Storer and the Warehouser and the Warehouser grants to the Storer a security interest in the Commodity and the proceeds of the Commodity and all present and after-acquired property of the Warehouser as collateral to secure the Warehouser's obligations under this Agreement and any other security or agreement, which the Storer may (but is not obliged to) register on the PPSR at any time.

7.4. Any failure by the Storer to register its security interest in the Warehouser's Commodity does not affect or impair the Storer's security in Commodity provided the Storer has possession of the



Commodity.

- 7.5. Where permitted by the PPSA, the Warehouser waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA and the Storer and the Warehouser agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to this Agreement.

8. TREATMENT:

- 8.1. The Storer may at its expense treat the Commodity with chemicals in accordance with industry practice to prevent infestation, disease and/or contamination at all times within applicable levels as determined by industry maximum residue limits unless otherwise specified.
- 8.2. The Storer is not required to obtain the Warehouser's approval to treat the Commodity.
- 8.3. The Warehouser acknowledges that following treatment, the Commodity may not be available for a specified period of time.
- 8.4. In the event of infestation being detected the Commodity will be treated by the Storer. Where fumigants are applied, it is acknowledged by the Warehouser that the Commodity will not be accessible for outturn. The period will be determined by the reasonable discretion of the Storer which will be communicated to the Warehouser.
- 8.5. The Storer will not be liable to the Warehouser for any delay in outturning Commodities as a result of the Storer treating the Commodity in accordance with this clause.

9. SHRINKAGE:

- 9.1. The Storer will deduct a shrinkage allowance as specified in Schedule 1 from the first delivery of each load of Commodity received in the Warehouser's name, excluding internal title transfers.

- 9.2. Receival fees will be levied against the delivered tonnage, but all other charges will be levied against the shrunk tonnage.

- 9.3. An additional 1% shrinkage allowance will be deducted from all tonnage of pulses and oats held for the Warehouser in the Storer's facilities on the first day of each subsequent Season (1st October) following the end of the Season in which such Commodity was delivered to the Storer, until outturn.

10. OUTTURN:

- 10.1. The Warehouser must give the storer at least one (1) weeks' written notice of a request to outturn Commodity (**Outturn Request**) advising:
- 10.1.1. Quantity;
- 10.1.2. Grade;
- 10.1.3. Specifications;
- 10.1.4. Name of Transport Provider; and
- 10.1.5. Estimated time of arrival Transport Provider.
- 10.2. As soon as is practicable following receipt of an Outturn Request under clause 10.1 the Storer will confirm particulars of outturn (**Outturn Confirmation**).
- 10.3. The Warehouser acknowledges that the Storer has no obligation to outturn Commodity other than as provided in an Outturn Confirmation (**Outturn Entitlement**).
- 10.4. If the actual tonnage outturned to the Warehouser exceeds the Warehouser's Outturn Entitlement, the Warehouser must either pay the Storer for the excess at the Washout Price or replace the shortfall by using other grades as negotiated and agreed with the Storer.
- 10.5. If the actual tonnage outturned to the Warehouser is less than the Warehouser's Outturn Entitlement, the Storer may, at its discretion, either replace the physical shortfall in the Warehouser's Outturn Entitlement or pay the Warehouser for the



deficiency in the Outturn Entitlement at the Washout Price.

10.6. For the purpose of Clauses 10.4 & 10.5, “**Washout Price**” for the Warehouse’s grain, unless otherwise agreed, is the spot market price determined by an average of three independent brokers calculated based on the day that the Warehouse is advised of the variation.

10.7. Transport providers may be subject to load-time slotting during peak outturn periods, at the discretion and management of the Storer. Site contacts are contained in Schedule 3 of this agreement.

10.8. Any dispute as to the volume or quality of the outturned commodity must be provided by written notice to the Storer by the Warehouse within 48 hours of outturning or the outturned commodity is deemed accepted in full and the Storer is otherwise released from any further liability. Where an alleged defect is identified by the Warehouse within the prescribed timeframe and suitably exceeds industry tolerances, the Storer may agree to the Warehouse returning at its own expense the alleged defective commodity to the Storer for the Storer to perform its own testing on the commodity. Where a defect is not identified by the Storer following this secondary testing, the Storer may charge reasonable re-receival fees for the secondary testing and outturning. Where a defect is discovered, the Storer will reimburse the Warehouse reasonable transport fees as determined by the Storer in their absolute discretion. Where a commodity has been transported by Road and the Storer tested the relevant load on Outturn, the test results of the Storer will be definitive, as transport contamination is likely to have existed.

11. HOURS OF OPERATION

11.1. The Storer will set hours of operation during the

harvest period and advise the Warehouse.

11.2. Post-harvest receival of Commodity is to generally occur between 8.00am and 5.00pm Monday to Friday but may also be extended beyond these hours by agreement between the Storer and the Warehouse.

11.3. Outturn of Commodity is to generally occur between 7.00am and 3.30pm Monday to Friday but may also be extended beyond these hours by agreement between the Storer and the Warehouse.

11.4. The Storer has discretion in relation to the days and times that the storage facilities will be kept open for business and that the Storer provides no guarantee that the storage facilities will be open on any particular days or any particular times.

12. ADJUSTMENTS:

12.1. If for any reason the Storer does not hold sufficient Commodity of the type and specification of Warehouse’s Commodity at the time the Warehouse or a purchaser notifies the Storer of outturn, the Storer must satisfy any such physical shortfall by (at Storer’s option) payment of compensation at market price or provision of replacement stock of equivalent or higher quality. The market price shall be the average of prices provided by two independent grain brokers with one such broker appointed by each party.

12.2. Any Commodity which is held by the Storer and still in Warehouse ownership as at 1 October immediately following the end of the Initial Season (and at the start of each subsequent Season):

12.2.1. which is of a particular grade and type and measures less than 0.5 tonne; or

12.2.2. which have been stored by the Storer for the Warehouse for three or more years and the total of such Commodities measures equal to or less than 15 tonnes, may be written off by the Storer (**Written Off Commodity**). The Written Off



Commodity shall be deemed to have no value, the Warehouse shall have no entitlement to request Outturn of such Commodity and neither party will have any liability to the other party for the Written Off Commodity. The Storer will give seven (7) days' notice prior to writing off such Commodities.

12.3. No delay in the Storer exercising its rights under this section operates as a waiver nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The Warehouse releases the Storer, and must not make any demands or claims in respect of any damage, loss, costs, expenses or liability however it arises, suffered by the Warehouse as a result of or in connection with the Storer exercising its rights under this section (including in respect of any delay in exercising its rights resulting in a change in value).

13. TRANSFER:

- 13.1.** The Buyer must be approved by the Storer before any transfers can be accepted or completed.
- 13.2.** The Warehouse may only transfer the Commodity to a third party (**Purchaser**) by completing and executing a Title Transfer in the form designated by the Storer (**Transfer Form**), which may include using the Website Portal for transfers.
- 13.3.** Title in the grain is not transferred until the Transfer Form is executed by the Warehouse, the Purchaser and the Storer and the Warehouse has advised the Storer that full payment has been received.
- 13.4.** The Warehouse warrants that the Purchaser is on notice of these terms and conditions and has agreed to be bound by them.
- 13.5.** The Storer may refuse to transfer until any overdue amounts owing to the Storer by either the

Warehouse or the Purchaser (howsoever arising, including but not limited to previous storage and handling or warehousing liabilities or other contractual damages) have been paid in full. The Storer does not take liability for non-payment between storage Warehouses.

14. FEES AND PAYMENT:

- 14.1.** Receival fees will not be invoiced unless the Warehouse intends to outturn the grain in their own right, at which time the receival fee will be payable in full along with the outturn fee. Storage will be due and invoiced monthly.
- 14.2.** The full amount of each invoice rendered by the Storer must be paid by the Warehouse within thirty (30) days of the date of that invoice, by telegraphic or bank transfer to the Storer's nominated bank account, free of expense to the Storer.
- 14.3.** The Storage Facility Fees and Charges Schedule, including the fees and charges set out in the Storage Facility Fees and Charges Schedule, may be varied by the Storer in its discretion at any time with thirty (30) days' written notice to the Warehouse.
- 14.4.** The Storer may set and vary credit limits for the Warehouse from time to time (**Approved Credit Limit**). The Storer may withdraw, suspend or vary its conditions of credit at any time.
- 14.5.** The Storer may, at any time and in its absolute discretion do any one or more of the following:
 - 14.5.1.** vary the Warehouse's Approved Credit Limit;
 - 14.5.2.** reduce the time for payment;
 - 14.5.3.** terminate any credit accommodation granted to the Warehouse;
 - 14.5.4.** demand immediate repayment from the Warehouse of all amounts owing (whether or not a due date for payment has arrived or passed);



- 14.5.5. request security for credit provided to the Warehouse;
- 14.5.6. impose interest and other charges in accordance with clause 5;
- 14.5.7. continue to supply the Warehouse on a cash on delivery basis; and/or
- 14.5.8. after one (1) month's written notice, terminate the Warehouse's Storage and Handling Agreement.

15. INTEREST:

If any payment is not made on or before the due date for payment, the Warehouse must pay interest on any overdue amount a rate of 1.5% per calendar month, calculated daily. The Warehouse shall also be liable for any legal costs incurred by the Storer in recovering or seeking to recover overdue amounts on an indemnity basis.

16. LEVIES AND TAXES:

- 16.1. Any industry, statutory or government levies which are not included in the Storage Facility Fees and Charges Schedule shall be added to the amount payable by the Warehouse.
- 16.2. Where a Goods and Services Tax (GST) is applicable to the storage of the Commodity, then subject to the issuing of a valid tax invoice, the Warehouse must pay to the Storer all such GST in addition to the fees and charges.

17. WEIGHTS AND MEASURES:

- 17.1. The Storer and the Warehouse agree that all receival weights shall be determined by the Storer's weighbridge or by such other calibrated measure as determined by the Storer in its absolute discretion.
- 17.2. Any grain testing and quality testing equipment the Storer uses will be provided at its expense and in line with industry practice.
- 17.3. In relation to Commodity outturned, the outloading weight is final and binding on the parties and the Storer will have no liability to the

Warehouse arising from a differing receival weight at the delivery location, except in the case of manifest error. Notwithstanding any dispute or allegation of error under this clause, the Warehouse must make payment in full on outturn of any fees owing between the Storer and the Warehouse or its related parties.

18. RECORD KEEPING:

- 18.1. The Storer will maintain and keep complete and accurate electronic records of all commodities stored by it (including the Commodity) and of all actions taken by it in relation to the stored Commodity in an approved weighbridge management software program.
- 18.2. Such records will be sufficient, as a minimum, to identify the amount, location and ownership of any stored Commodity, including the joint ownership of any commingled Commodity and any regrades.
- 18.3. The Storer will provide the Owner with details of its stored Commodity on a daily basis during receival periods.

19. TERMINATION:

- 19.1. This Agreement may be terminated by agreement of the parties.
- 19.2. This Agreement may be terminated by the Storer with immediate effect if:
 - 19.2.1. the Warehouse suffers an Insolvency Event being the commencement of liquidation, insolvency or winding up of the Warehouse (except for the purposes of solvent amalgamation or reconstruction) or upon the appointment of an administrator, receiver, liquidator, statutory manager or trustee of property over all or any substantial portion of the Warehouse's assets or undertakings, or upon assignment, arrangement or composition for the benefit of the Warehouse's creditors, or upon the



convening of a meeting of the Warehouse's creditors, or upon the Warehouse being unable to pay its debts in the ordinary course of business, or upon any other act of bankruptcy; or

19.2.2. the Warehouse commits a breach of any term of this Agreement which is not capable of being remedied or if capable of being remedied has not been remedied within a period of fourteen (14) days from the date the Storer gives the Warehouse a notice to remedy the breach.

19.3. Within twenty-eight (28) days of termination of this Agreement, the Warehouse must remove any of its Commodity from the Storer's facility. The Storer may dispose of any of the Warehouse's Commodity still remaining after that time, retaining any proceeds of sale necessary to cover outstanding amounts owed to the Storer as well as any costs of sale or disposal with the balance to be remitted to the Warehouse. The parties acknowledge that this clause 19.3 is an agreement about the disposal of uncollected goods for the purposes of section 56(6) of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and to the extent permitted by law will operate in relation to the Warehouse's Commodity in place of any legislation that might otherwise apply to goods held by the Storer.

19.4. Termination does not affect any rights or remedies a party may otherwise have.

20. INSOLVENCY:

20.1. In the event of the Storer's insolvency, the Warehouse or any Purchaser remains the legal and beneficial owner of the Commodity and/or a proportionate share of any Bulk, regardless of whether the Bulk is of the same grade and standard as the Commodity received by the Storer.

20.2. Subject to any relevant legislation, the

Warehouse will be entitled to immediate discharge of its Commodity, on demand, subject to any lien.

21. EXCLUSION OF LIABILITY:

21.1. Except as expressly stated herein, the Storer is not liable for and the Warehouse releases and holds harmless the Storer against any damage, destruction, contamination or loss of Commodity save and except to the extent caused by the gross negligence of the Storer.

21.2. The Warehouse shall indemnify the Storer against and release the Storer from any and all losses (including consequential and indirect losses), costs, damages and expenses suffered or incurred by the Storer arising directly or indirectly out of or in relation to:

21.2.1. any breach or non-performance by the Warehouse of its obligations under this Agreement;

21.2.2. any breach of any warranty provided by the Warehouse in relation to the Commodity;

21.2.3. any false or misleading representation made by the Warehouse in relation to the Commodity;

21.2.4. any claim by a third party relating to the Warehouse's Commodity; or

21.2.5. any claim by a third party regarding a transfer of the Commodity;

except to the extent such loss, costs, damages or expenses were caused by the gross negligence of the Storer.

21.3. The Warehouse acknowledges that the Storer is unable to test on receipt for germinative quality of barley, toxic or other chemical residues, genetically modified seed or other contamination and is not liable for any claims, damage or loss associated with non-conformance to industry standards where the attribute cannot be



reasonably and practicably ascertained by the Storer on receipt.

21.4. The Storer is not liable for and the Warehouse releases the Storer from any direct, indirect or consequential loss, damage or costs including any remote loss or any loss in the nature of compensation for loss of production, loss of profit, loss of opportunity, loss of markets, loss of use of money, goods or other property, any shipping/demurrage costs or fees, loss of goodwill or business reputation, damages or penalties payable under the Warehouse's customer or charter party's contract (whether direct or indirect) including any losses that the Warehouse may suffer in the event that the ability to resell Commodity is adversely affected or delayed.

21.5. The Warehouse acknowledges and agrees that the only warranties provided by the Storer pursuant to this Agreement are those expressly set out in this Agreement and to the maximum extent permitted by law, the Storer excludes all conditions implied by law including those contained in the *Competition and Consumer Act 2010* (Cth). In the event the Storer cannot lawfully exclude such implied warranties and conditions, the Storer's liability shall be limited to the cost of re-supply of the relevant Services or payment to the Warehouse of the cost of such Services.

22. INSURANCE:

22.1. Subject to clause 22.2 during the Term the Storer may obtain and keep, to the extent reasonably practicable, current insurance in respect of physical loss or damage to commodities stored across all of the Storage Facilities during such time as those Commodities are in the possession, custody and control of the Storer.

22.2. Insurance under 22.1 will not be provided for any Commodities that are for the time being wholly or partly in the possession custody or control of any

other person, including without limitation any subcontractor or third party freight provider of the Warehouse.

23. GOVERNING LAW:

The Agreement is governed by the law in force in the State of Victoria and the parties submit to the nonexclusive jurisdiction of the courts of that State.

24. CHAIN OF RESPONSIBILITY:

The Warehouse hereby confirms and agrees:

- 24.1.** it is aware of and is bound by the *Heavy Vehicle National Law* (HVNL) including without limitation those parts of the HVNL commonly referred to as the *Chain of Responsibility*;
- 24.2.** it has policies and procedures in place to ensure that it is compliant with the HVNL and will produce evidence of and copies of those policies and procedures on request;
- 24.3.** it will indemnify the Storer in respect of any liability incurred by the Storer arising solely from the Warehouse's failure to comply with its obligations under the HVNL;
- 24.4.** to the extent that any obligation of the Storer under this agreement conflicts (in the reasonable opinion of the Storer) with its obligations under the HVNL, the obligations under the HVNL prevail.

25. RULES OF TRADE:

- 25.1.** This Agreement is to be read concurrently with GTA Trade Rules, as varied from time to time.
- 25.2.** The terms of this Agreement will prevail to the extent of any inconsistency between these terms and:
 - 25.2.1.** GTA Trade Rules; or
 - 25.2.2.** Any conditions sought to be imposed by the Warehouse.

26. ARBITRATION:

- 26.1.** If any dispute arises regarding any matter relating directly or indirectly to this Agreement (other than a dispute relating to non-payment) (**Dispute**):
 - 26.1.1.** a party must not commence proceedings



(other than for urgent interlocutory relief) in respect of such Dispute until the procedures set out in this clause have been exhausted; and

26.1.2. any party may commence the procedure set out in this clause by giving written notice of the Dispute the other party (**Dispute Notice**).

26.2. Within seven (7) days of the service of the Dispute Notice, the parties authorised representatives must meet in good faith and use their best endeavours to resolve such Dispute to their mutual satisfaction.

26.3. If any Dispute cannot be resolved by good faith negotiations between the parties, such Dispute shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the date of this Agreement, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring an action or other legal proceedings against the other of them in respect of any such dispute.

27. MISCELLANEOUS

27.1. Force Majeure: The Warehouser releases the Storer from any loss, damage, claim, liability or responsibility concerning late delivery, failure to deliver Commodity or failure of the Storer to meet its obligations under this Agreement where due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, government law or regulation or requirement or any other cause beyond the control of the Storer and no such failure shall entitle the Warehouser to cancel an order or request for Services or withhold payment.

27.2. Confidentiality:

27.2.1. 'Confidential Information' means all information of a party that is confidential

in nature (whether or not it is marked as being "confidential") including, but not limited to the terms of this Agreement and trade secrets and confidential know-how of which the Warehouser becomes aware before or in the course of, or in connection with this Agreement.

27.2.2. The Warehouser may use Confidential Information only for the purposes of performing its duties under this Agreement. The Warehouser agrees not to disclose Confidential Information to anyone other than where agreed in writing by the Storer and will notify the Storer immediately in the event of a breach of this clause.

27.2.3. The obligations of confidentiality in this clause continue after the termination of this Agreement.

27.3. Delivery warranty: The delivery by the Warehouser or their agent confirms the Warehouser's acknowledgement and acceptance of the terms and conditions within this Agreement, and that the Warehouser has had opportunity to read the terms and conditions of this Agreement, which are also available online, prior to accepting services by the Storer.

27.4. Amendment: Subject to any other provisions of this Agreement, this Agreement may only be varied by a document signed by both parties or where appropriate notices have been given by the Storer to the Warehouser of an upcoming change in terms and conditions.

27.5. Entire Agreement: This Agreement contains the entire Agreement between the parties. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect. Any provision of this Agreement



which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the effect of this Agreement.

27.6. Change in law: In the event of a change in law after the commencement of this Agreement which results in an increase in costs of the Storer in provision of the Services, the Storer may amend this Agreement on provision of three (3) months' notice to the Warehouser.

27.7. Waiver: A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.



Schedule 1 – Fees & Charges:

All fees are exclusive of GST

FEES & CHARGES	Wheat	Durum	Malt Barley	Feed Barley	Canola	Oats	Pulses
Receival Fee	\$12.50	\$15.50	\$13.50	\$12.50	\$17.00	\$18.50	\$18.50
Outturn Fee	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Monthly Storage commences 1 July 2026 to 30 September 2026	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30
Carryover Fee (1 st October 2026 onwards)	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
Shrink	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	1.0%

FEES & CHARGES	Sorghum
Receival Fee	\$12.50
Outturn Fee	\$10.50
Monthly Storage charges commence 1 July 2026 to 31 December 2026	\$2.30
Carryover Fee (1 January 2027 onwards)	\$3.70
Shrink	0.7%

Throughput Fees	Fee/T
Rail	POA
Road	POA

- Storage based on stock on hand as at the 1st day of the month
- Canola Oil and Admixture Stack Averages are calculated on the date of Title Transfer.



Schedule 2– Warehouse details

NAME:	
NGR:	
ADDRESS:	
TELEPHONE	
EMAIL:	

SITE: (PLEASE CIRCLE)	LAKAPUT	LAKE BOLAC	MOREEE	JONDARYAN
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SEASON	GRADE TO BE TRANSFERRED	TICKET NUMBERS	TONNES	CONTRACT NUMBER

Title Transfer Form – Purchaser's details:

NAME:			
ADDRESS:			
TELEPHONE			
EMAIL:			
SIGNED		DATE	

I..... as the Warehouse of the tonnes listed above, confirm the grain has been sold and I agree to accept any charges applicable under this Agreement.

I authorise the Storer to submit my transfer to the relevant buyer for approval.

Warehouse's signature:

Date:

email: transfers@chsbroadbent.com

OFFICE USE ONLY	
DATE RECEIVED	
DATE TRANSFERRED	