



Fletcher International Exports Storage and Handling Agreement (S&HA) 2023/24

Date: 01/10/2023

NOTICE;

By delivering any commodity to the FIE Grain Handling Facility, the Client is deemed to have accepted the terms and conditions in this Agreement in its entirety, to the exclusion of all other terms and conditions unless agreed upon in writing by both parties.

Parties to this Agreement:

Fletcher International Exports Pty Ltd (FIE)
ABN 64 003 213 652
Lot 11 Yarrandale Road, Dubbo, NSW, 2830

and:

Trading Name	
ABN	
Client/Contact Name	
Address	
Phone	
Fax	
Email	
NGR	

1. CONSIDERATION & TERM OF AGREEMENT

- 1.1. In consideration of the Client paying to FIE the fees payable under this Agreement; and complying with the terms and conditions of this Agreement, FIE agrees to provide services to the CLIENT at the FIE Grain Handling Facility for the sampling, testing, weighing, storage and handling of grain on behalf of the Client.
- 1.2. This Agreement applies to all Services supplied by FIE for or on behalf of the Client in relation to the Client's Grain/Pulses/Oilseed for the period commencing on 1 October 2023 and concluding on 30 September 2024.

2. SCOPE OF AGREEMENT

- 2.1. This Agreement applies to the Services provided by FIE for or on behalf of the Client at the FIE Grain Handling Facility in relation to Grain/Pulses/Oilseed physically received into FIE Storage directly from or on behalf of the Client.
- 2.2. During the Term of this agreement, FIE will receive, sample, provide quality testing services, weigh, and store all Grains/Pulses/Oilseed received by it under the terms of this Agreement.
- 2.3. This Agreement is not an open offer or a representation that FIE will provide the Services to the Client for any minimum or maximum quantity or quality of Grain/Pulses/Oilseed, nor is it a representation that FIE will provide the Services for all of the Client's requirements.
- 2.4. Where FIE does provide the Services, it does so in compliance with the terms of this Agreement which include the annexure, and both parties commit to the procedures included in the Agreement.
- 2.5. FIE has final discretion as to the segregations and therefore grain quality available to be delivered under this agreement. Depending on volume and market forces these segregations may change throughout the term of this Agreement.
- 2.6. This Agreement does not confer any legal obligation onto FIE to purchase grain delivered on behalf of the Client under this agreement or to guarantee any price. All decisions in relation to the sale/disposal of the grain in store, is the sole responsibility of the nominated representative of the Client.
- 2.7. This agreement does not preclude the Client from entering into cash pricing or fixed contract arrangements in addition and at the same time as this Storage and Handling agreement.
- 2.8. FIE in its sole discretion can arrange the client to outturn any stored Grain/Pulses/Oilseed with 14 days notice.
- 2.9. FIE in its discretion can re-grade the stored Grain/Pulses/Oilseed on site that is older than one year; and
- 2.10. You are responsible for all Transfers of title of Accounting Stock and liable for any inadvertent act or omission.

3. INCORRECT DECLARATION OF THE GM STATUS OF CANOLA ON DELIVERY

- 3.1. In the event that any warranty or deceleration by the Client on a receival docket or Canola Vendor Deceleration is incorrect, untruthful or misleading, and where FIE suffers a loss, the Client shall be unconditionally and solely liable for that loss, which includes, any and all of the loss associated with the management of canola that is or may become affected by the

GM admix, including testing, hygiene and any loss to the value of stored oilseed at the FIE Grain Handling Facility.

4. SERVICES PROVIDED BY FIE UNDER THIS AGREEMENT

Receival of Grain

- 4.1. During the Term of this Agreement FIE will use its reasonable endeavours to receive Grain into storage in accordance with the Client's request and subject to any restrictions, limitations or other conditions in this Agreement.
- 4.2. At all times FIE retains the sole and final discretion as to what specifications and quantities of Grain/Pulses/Oilseed or grade it will receive into FIE Storages throughout the term of this agreement.
- 4.3. Notwithstanding any other provision of this Agreement, the CLIENT acknowledges that:
- Grain/Pulses/Oilseed received and stored by FIE may be stored in common (i.e. commingled) with Grain received from other FIE Clients or owned by FIE,
 - Both GM and Non-GM canola received under this agreement, may be comingled, and out turned only as GM.
 - For the purposes of this Agreement, the grade of Grain/Pulses/Oilseed will be determined by FIE in accordance with the GTA Receival Standards.
 - This Agreement shall not be construed as a lease or licence of any storage facilities or land upon which any storage facility is located.

Quality Testing Services

- 4.4. FIE will provide protein, moisture, test weight, screenings, defective grain, GM testing and contaminant testing services for Grain/Pulses/Oilseed received at the FIE Grain Handling Facility.
- 4.5. FIE will provide falling number testing of received Grain, as required, which will be determined by FIE.
- 4.6. Grain/Pulses/Oilseed analysis resulting in grade classification will be performed using instruments which comply with the provisions of the Commonwealth Government's National Measurement Act (1960) and National Measurement Regulations (1999). All other testing will be performed in accordance with the GTA Receival Standards for the relevant Grain type and grade.

Pest Control

- 4.7. FIE may treat all Grain/Pulses/Oilseed with approved chemicals or treatments as per applicable codes and regulations including the Australian Pesticides and Veterinary Medicines Authority and Food Safety Australia and New Zealand codes. FIE will provide a list of approved chemicals and treatments to the Client on request.
- 4.8. FIE will regularly inspect Grain/Pulses/Oilseed stored for the Client. If infestation is detected in Grain/Pulses/Oilseed at the FIE Grain Handling Facility, the Grain/Pulses/Oilseed will be disinfested and treated at FIE's cost. FIE is not required to obtain the Client's approval to disinfest Grain/Pulses/Oilseed but will advise the Client of the infestation and any disinfestations performed if this pertains to stock nominated by the Client for title transfer.

Hours of Operation

- 4.9. FIE is only required to receive Grain/Pulses/Oilseed during the normal operating hours and days of the FIE Grain Handling Facility. This may be extended during peak times.

4.10. Deliveries may be made outside of normal operating hours if arranged prior with the site manager.

Documentation and Weights

4.11. For all Grain/Pulses/Oilseed received under this agreement, the weighbridge at the FIE Grain Handling Facility will be used to determine the Receival Tonnage.

Record-keeping

4.12. FIE will keep separate records for the Client, of the Receival Tonnage for each type and grade of Grain/Pulses/Oilseed received at the FIE Grain Handling Facility.

4.13. FIE will keep daily records of the total amount of Stored Grain/Pulses/Oilseed in its possession and where the Stored Grain/Pulses/Oilseed is stored and provide this to the Client on request via email.

5. TRANSPORT PROVIDERS

5.1. Where the Client requires FIE to receive Grain/Pulses/Oilseed, the Client must:

- a) Ensure that all vehicle operators engaged by the Client for the purposes of delivering Grain/Pulses/Oilseed to the FIE Grain Handling Facility comply with all laws and regulations, including those in respect of safety, the environment, carriage of goods and chain of responsibility.
- b) Ensure that they provide equipment that is registered, insured, operated by licensed and physically capable operators, is clean, safe, and fit for purpose.
- c) Be conversant with, and follow the FIE Grain Handling Facility site safety procedures.
- d) Understand FIE requirements in quoting contract/delivery information.

6. TITLE TO GRAIN

6.1. The Client retains title to all grain delivered under this agreement until one of the following occurs:

- (1) Transfer all or part of its Interest to FIE;
- (2) Transfer all or part of its Interest to a third party (Client of FIE - with a Trade Storage and Handling Agreement in place).

6.2. Prior to the title transfer being completed (to a third party – not FIE) all outstanding fees are required to be settled in full.

6.3. Title transfer will be for the full delivered tonnage into FIE.

6.4. The attached title transfer confirmation must be completed by the grower/owner of the grain before any transfer can be considered by Fletcher International Exports.

FIE has reviewed the post-harvest classification for Canola, Chickpeas, Lupins and Faba Beans, to reflect the greater complexity of storing these commodities for extended periods and the exacting quality requirements of grain, pulse and oilseed buyers. Therefore warehousing of Grains, Pulses and Oilseeds are subject to section 7 of this agreement.

7. Warehousing

7.1. FIE will be offering warehouse for the following commodities;

- a) Wheat,
- b) Barley,
- c) Canola,
- d) Sorghum

- e) Chickpeas
- f) Albus Lupins

7.2. Warehousing fees will be as per Annexure 1 for this agreement.

8. Shrinkage

8.1. FIE will apply shrink against the delivered tonnes to 3rd party buyers at the rate of:

- a) 0.7% by weight from each load of wheat, barley, canola and sorghum
- b) 1% by weight from each load of chick peas, faba beans, and lupins

8.2. Shrinkage will be applied to 3rd party buyers at title transfer or upon out turn.

9. Out turning of Grain/Pulse

9.1. Out turning of Grain/Pulses/Oilseed will be via rail (shipping containers) or road, additional fees apply for this and are listed in the attached annexure.

9.2. FIE must be afforded the prior notice where out loading is required. These lead time are:

- a) Road Outturn – 14 days notice
- b) Rail Outturn – 14 days notice

10. Carry over Stock

10.1. All stock on hand at the end of the agreement (on 30 September 2024) will be at the sole discretion of Fletcher International Exports:

- a) Subject to the revised storage and handling charges levied for the 2024/25 season;
- b) All stock not transferred by midnight 30th September 2022 will incur the 2023/24 receivals cost and invoiced for the receivals and storage charges outstanding for 2023/24,
- c) an ongoing monthly fee as listed in the attached annexure and/or,
- d) Regraded at the sole discretion of FIE,
- e) Out turned at the sole discretion of FIE upon 14 days notice.

11. Insurance

11.1. FIE will take out and keep in force an insurance policy in respect of loss or damage to the Grain/Pulses/Oilseed whilst it is held in FIE Storage.

11.2. If FIE makes a claim under the insurance policy then in relation to determining the fair market price for the purposes of any liability under this agreement, the Client:

(a) authorises FIE to:

- (1) receive and give good discharge for all monies payable under the insurance policy;
- (2) settle, adjust and compromise all claims under the insurance policy;
- (3) determine, by agreement with the insurer, the time of loss;

and

(b) Will not make any claim against FIE, nor contest or dispute any FIE decision, in relation to any action by FIE in accordance with this unless FIE acts fraudulently and in bad faith.

12. PAYMENT OF FEES, CHARGES AND OTHER MONEYS

Invoices

12.1. The CLIENT agrees to pay of all Fees to FIE in accordance with the terms of this Agreement and all other amounts claimed by FIE. (Reference - Annexure 1)

12.2. Fees payable under this Agreement will be deducted from grain purchase payments. If grain is sold to another party other than FIE, receival and warehouse fees will be required to be settled prior to title transfer.

12.3. FIE reserves the right to make adjustments for any error in the calculation of Fees in one invoice in any subsequently issued claim for payment, and the Client must pay the adjustment amount as and when claimed by FIE.

Goods and Services Tax

12.4. If GST applies to any supply made under this Agreement, FIE will, in addition to the Fees or any other consideration expressed as payable in this Agreement, subject to issuing a valid tax invoice, recover from the Client an additional amount on account of GST, such amount to be calculated by multiplying the fee or any other amount or consideration payable by the Client for the supply by the prevailing GST rate.

Payment

12.5. If a tonnage of Grain/Pulses/Oilseed is transferred to FIE (as buyer) or another FIE Client (third party buyer) and the transferred Grain/Pulses/Oilseed was subject to administrative or storage fees under this Agreement then the Client must pay to FIE such fees in respect of the transferred Grain/Pulses/Oilseed relating to the period before transfer.

13. TERMINATION

13.1. FIE may terminate this Agreement:

- a) Immediately upon written notice to the Client if the Client:
 - 1) fails to pay any amount as and when due and payable under this Agreement or any other agreement between the Client and FIE;
 - 2) breaches a material term, representation, obligation or warranty as set out in this Agreement or any other agreement between the Client and FIE;
 - 3) fails to follow a direction of FIE made reasonably and lawfully; or
 - 4) commits an act or omission which compromises the safety of any person or brings FIE in to disrepute.
- b) Upon 14 days written notice to the Client if the Client breaches any provision of this Agreement or any other agreement between the Client and FIE, and does not remedy the breach to FIE's satisfaction within FIE's reasonably stipulated time frame.

13.2. The CLIENT may terminate this Agreement:

- a) Immediately in the event that FIE has a liquidator or administrator appointed;
- b) Upon 14 days prior written notice where FIE breaches any provision of this Agreement or any other agreement between the Client and FIE, and does not remedy the breach to the Client's satisfaction within the Client's reasonably stipulated time frame. The Client must pay all Fees and other amounts due and payable in connection with this Agreement not later than 5 days following the termination date.

13.3. Notwithstanding expiry of the Term, or termination of this Agreement as set out in this agreement the Client must ensure that prior arrangements are made to title transfer any Grain/Pulses/Oilseed held by FIE prior to termination; otherwise the Client shall be bound by the terms of this Agreement or the new season Storage and Handling Agreement (as applicable).

14. QUALITY DISPUTES

14.1 Any dispute concerning the grade, quality, sampling, testing or classification of Grain/Pulses/Oilseed which FIE and the Client cannot resolve themselves after using

reasonable endeavours to do so, may be referred to an independent testing facility for resolution.

- 14.2. FIE will determine the independent testing facility and will cover all sample preparation and courier expenses. Both parties are bound by the results provided by the Independent testing facility.
- 14.3. In the event the Independent test results confirm FIE's initial results the Client is liable for testing charges. In the event the Independent test results supports Client's objections FIE is liable for testing charges.

15. ALL OTHER DISPUTES

- 15.1. The parties will endeavour to resolve any other dispute concerning the terms of this Agreement between themselves, including where necessary escalating the dispute for negotiation between both parties' chief executives.
- 15.2. If the parties cannot resolve the dispute, within 14 days of one party giving notice of the dispute to the other party they will immediately:
 - a) Appoint a mutually agreed arbitrator to determine the dispute; or
 - b) If the parties are unable to agree upon an arbitrator, either party may refer the dispute to the GTA to conduct the arbitration.
- 15.3. A party must not start court proceedings in respect of the Dispute unless it has complied with the above procedure.

Governing Law

- 15.4. This Agreement is governed by and shall be construed in accordance with the laws for the time being in force in the State of New South Wales and the parties agreed to submit to the non-exclusive jurisdiction of the courts of that State.
- 15.5. GTA Trade Rules and Standards apply and are the underpinning principles guiding this agreement.

16. SITE ACCESS

- 16.1. FIE regards the health and safety of all persons, and protection of property and the environment at the FIE Grain Handling Facility as paramount. In order to protect people, property and the environment, the Client must, and must also ensure that the Client's employees, agents, contractors and invitees comply with all procedures, policies and instructions of FIE representatives prior to entering, while visiting and while leaving the FIE Grain Handling Facility.

17. CONFIDENTIALITY & ENDORSEMENT

- 17.1. The parties agree not to disclose the contents of this Agreement to any other party except for the purposes of professional or financial advice or as required by law. Further the Client shall not unless it has received FIE's express prior written approval, make any statements or authorise or publish any material in relation to any FIE personnel, site, facility or any matter connected to the Services or this Agreement, and in no circumstance will the Client make any statements or authorise or publish any material which may be construed as having been approved by or endorsed by FIE.

18. DEFINITIONS

The following words have the following meanings in this Agreement

Accounting Stock Tonnage means, in respect of a report period, the quantity of each type and grade of Grain/Pulses/Oilseeds in store at the FIE Grain Handling Facility, during that report period as shown in FIE's stock accounting records and is calculated as follows:

- (a) Previous Balance plus,
- (b) Receival Tonnage less,
- (c) Shrinkage Allowance in accordance with this agreement less,
- (d) Tonnage title transferred from the Client or out turned.

Agreement means this document and all schedules and annexure attached to it, as may be amended from time to time.

DA means Department of Agriculture, Fisheries and Forestry (ABN 34 190 894 983)

DCT means Delivered Container Terminal, a marketing option for the grain containerisation sector.

Fees mean the fees and charges that are due and payable under this Agreement as consideration for the Services, as set out in the Annexure and may be amended from time to time.

FIE means Fletcher International Exports.

FIE Stock Management System means the computer based recording system used by FIE for the purposes of recording the transactions that affect the Client's Accounting Stock Tonnage.

FIE Grain Handling Facility means the grain storage facilities operated by FIE and located at Yarrandale Road, Dubbo.

CLIENT refers to the other party entering this agreement.

GTA means Grain Trade Australia Incorporated.

GST means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and the related imposition Acts of the Commonwealth.

Operational Reasons means delays or Grain unavailability due to weather problems, grain infestation or fumigation, grain quality problems, inaccessible Grain, mechanical failure, rail availability or delays.

Receival Docket means grain receipts issued by FIE on receipt of Grain by FIE from or on behalf of Client.

Receival Standards means the standards ratified by GTA Standards Committee and published on the GTA and Pulse Australia Websites.

Receival Tonnage means tonnage of Wheat delivered to the FIE Grain Handling Facility from CLIENT or its members as recorded on a Receival Docket.

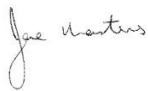
Stored Grain means, in respect of a particular type and grade of Grain, all of the grain of that type and grade received by FIE for storage and/or handling at any particular time.

Title Transfer means where the Interest, or part thereof, of the Client is transferred to FIE or another FIE Client as a third party.

Each individual signing this Agreement on behalf of a party warrants that the individual has been duly authorised to execute this Agreement and to bind that party on whose behalf the individual is signing.

THIS CONTRACT is executed on the 1st day of October 2023.

SIGNED for and on behalf of **Fletcher International Exports**



Signature of signatory

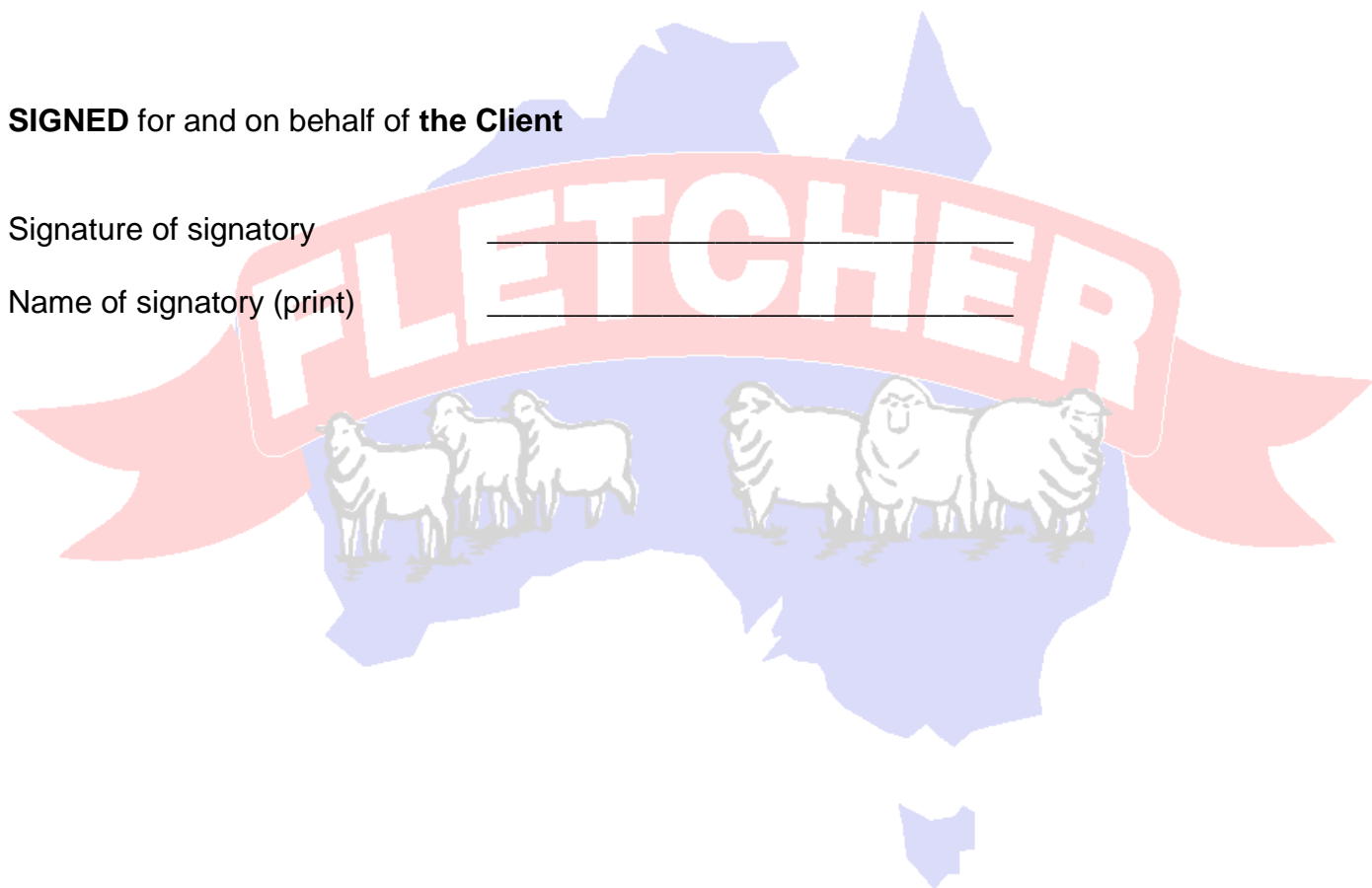
Name of signatory (print)

Joe Masters

SIGNED for and on behalf of **the Client**

Signature of signatory

Name of signatory (print)





Fletcher International Exports Storage and Handling Agreement (S&HA) 2023/24

Annexure 1

as at 1/10/2023

Storage & Handling Agreement (S&HA) for 2023/24

1. Unless stated otherwise, all prices are quoted in AUD per tonne.
2. All fees are quoted exclusive of GST.
3. These prices are effective for 2023/24 season grain as per the Trade Storage and Handling Agreement.

Fletcher International Exports (FIE) Storage and Handling Fees Summary Table

Fee Type	Commodity	Fee / T
Receival/ Administration *	Grain Receival Fee	\$6.00
Receival/ Administration *	Pulse/oilseed Receival Fee	\$10.00
Monthly storage fee 2023/2024 season grain	Cereal Grain/Oilseed Storage Fee.	\$1.65
Monthly Carryover storage fee	Grain/ Storage Fee. (Monthly fee applies from 1 st October 2024)	\$3.00
Rejected loads due to live insects	If the load can be handled and treated onsite.	\$15.00
Outturn Fee	This fee is paid by the owner of the grain at time of outturn	\$9.00

*Administration includes services referred to in the S&HA 2023/2024, as a summary includes: - receival of Grain/Pulse, testing and segregation, documentation and record keeping, and outturn via rail.

Grower Client

- Monthly storage fees commence 1st July 2024 to Growers who sell Grain/Oilseed/Pulses to FIE.
- Receival, Outturn Fees and shrink will not be applied/charged to growers when Grain/Pulses/Oilseed are sold and transferred to FIE.
- Fees may be amended during the term of this agreement at the discretion of FIE, where this occurs 14 days written notice will be provided.

Third Party Client

- Shrink will be applied as per the 2023/2024 storage and Handling Agreement.
- Receival, Storage and Outturn Fees will be applied from the 1st January 2024, and will be invoiced to the seller or buyer when grain/pulse is sold to a 3rd party buyer/client of FIE.
- Fees may be amended during the term of this agreement at the discretion of FIE, where this occurs 14 days written notice will be provided.