

1. BACKGROUND & COVERAGE

- (a) These terms contain the agreement between You and GrainCorp in respect of:
 - (i) Terms of credit;
 - (ii) Terms of payments;
 - (iii) Invoicing;
 - (iv) GST;
 - (v) Liens, Security Interests and Amounts Outstanding; and
 - (vi) Fees payable by You for the Services.

2. SCOPE

- (a) All Fees quoted in this Agreement are in AUD exclusive of GST.
- (b) Fees for maize, soybeans, cottonseed, sunflower, rice, millet, linseed and other Grains not expressly quoted are available on application.

3. TERMS OF CREDIT & PAYMENT

- (a) In GrainCorp's discretion, You are required to make payment in respect of Fees or other amounts owing under this Agreement in one of the following ways:
 - (i) Pursuant to GrainCorp's approved terms of credit in which case GrainCorp may require You to provide Security during the Term. In this regard, You agree that GrainCorp, in its discretion, may from time to time:
 - (A) Apply some or all of the Security to Fees or other amounts owing by You to GrainCorp without your consent; and
 - (B) Request the Security be reduced or increased;
 - (ii) In advance of the Services, in which case GrainCorp will provide notification of the amount payable by You before providing the Services;
 - (iii) In accordance with the terms of payment on the Tax Invoice issued under this Agreement, or absent such terms, clause 3(e) and (f) below; and/or
 - (iv) On demand, in the event of a breach of any term of this Agreement.
- (b) Subject to clause 4(c) below, You agree to pay:
 - (i) All Fees; and
 - (ii) Any other amounts owing under this Agreement, or any Other GrainCorp Agreement.

- (c) You agree that all amounts payable by You are without set off or counterclaim.
- (d) You will be issued with a Tax Invoice each Month, unless otherwise agreed or provided for in this Agreement.
- (e) Fees are payable within twenty-one (21) Calendar Days of the date of the Tax Invoice.
- (f) Notwithstanding the above, GrainCorp may, in its discretion, invoice You and request payment in full for any related Services prior to Outload.
- (g) GrainCorp reserves the right to make an adjustment for any error in the calculation of the Fees and will issue an adjustment note which You must pay in accordance with its terms.

4. GST

- (a) If GST applies to any supply, GrainCorp will, in addition to the Fees or any other amount payable and subject to issuing a valid tax invoice, recover from You an additional amount on account of GST.
- (b) If GST applies to any supply, it will be calculated by multiplying the fee, or any other amount or consideration payable by You, by the prevailing GST rate.
- (c) If GrainCorp determines the amount of GST paid or payable on any supply differs for any reason from the amount of GST recovered from You, including by reason of:
 - (i) An alteration in the law in respect of GST;
 - (ii) The issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
 - (iii) The allowance to You of a refund of GST in respect of any supply; or
 - (iv) A decision of the Administrative Appeals Tribunal or a Court,
 the amount of GST recovered or recoverable from You will be adjusted accordingly.

5. LIENS, SECURITY INTERESTS & AMOUNTS OWING

- (a) In addition to its rights at law, and/or under any statute of the Commonwealth, a State or a Territory, if You default and fail to pay Fees or any other amount owing to GrainCorp in accordance with the terms of this Agreement, GrainCorp may in its discretion:
 - (i) Demand immediate payment;
 - (ii) Set off in accordance with clause 5(c);
 - (iii) Amend or withdraw Your terms of credit;

- (iv) Withhold or suspend the Services to You under this Agreement or Other GrainCorp Agreements;
 - (v) Charge interest in accordance with clause 5(b);
 - (vi) Draw on Your Security;
 - (vii) Exercise any right, power or remedy it has in relation to any lien GrainCorp has over Your Grain, including, without limitation, its rights under clause 5(d)(iv) of Part E;
 - (viii) Enforce any Security Interest arising out of or in connection with this Agreement or exercise any right, power or remedy it has in relation to such Security Interests;
 - (ix) Terminate this Agreement;
 - (x) Commence court proceedings; and/or
 - (xi) Rely on the indemnity given by You in clause 6(a) of Part A.
- (b) If You default and fail to pay Fees or any other amount owing to GrainCorp You will be liable to pay default interest calculated daily. The interest rate applicable under this clause 5(b) is the rate which is the sum of BBSY plus 2% per annum and interest will be calculated on a daily basis on the outstanding amount, until paid in full.
- (c) GrainCorp may apply any amounts whatsoever then due and payable by it to You in satisfaction of any amounts (including interest) whatsoever due and payable by You or any of your Related Entities to GrainCorp or any of its Related Entities under this Agreement or for any other reason.
- (d) Without limiting any other term of this Agreement, or GrainCorp's rights at law and/or under any statute of the Commonwealth, a State or a Territory, You acknowledge and agree:
- (i) This clause 5 applies irrespective of the capacity in which You owe any amount to GrainCorp, whether or not You are liable as principal or surety and whether or not You are liable alone, jointly, or jointly and severally;
 - (ii) GrainCorp will have a contractual right of lien and/or a right of set off over Your Interest in Stored Grain for all amounts due and payable by You or any of Your Related Entities to GrainCorp or any of its Related Entities under this Agreement or for any other reason;
 - (iii) GrainCorp's rights described in clause (d)(ii) above are in addition to, and do not exclude or limit, any other rights or remedies provided to GrainCorp by law and/or under any statute of the Commonwealth, a State or a Territory, including, without limitation, any rights and remedies that GrainCorp may have under the PPSA and in connection with any warehouseman's lien or storer's lien arising under the Storage Liens Act 1935 (NSW), the Storage Liens Act 1973 (Qld), the Warehousemen's Liens Act 1958 (Vic) and any other similar or equivalent legislation and/or regulations.
- (iv) If any amount is owing by You or any of Your Related Entities to GrainCorp or any of its Related Entities for any reason and on any account whatsoever, GrainCorp in its discretion may:
- (A) Suspend Your entitlement to the Services;
 - (B) Calculate the total amount outstanding to GrainCorp and/or its Related Entities, including all Fees, Costs, interest and other amounts;
 - (C) Identify by Grade, quantity and/or location, a portion of Your Accounting Stock using fair market value that is commensurate with the sum of Fees, Costs, interest and other amounts owing to GrainCorp or any of its Related Entities, and do any of the following:
 - i. Hold that portion of Your Accounting Stock; and/or
 - ii. Transfer that portion or any part thereof of that Accounting Stock to itself in satisfaction of the sum of Fees, Costs, interest and other amounts owing to GrainCorp or any of its Related Entities (or a portion thereof); and/or
 - iii. Be at liberty to sell that portion of Accounting Stock and:
 - 1. Apply any proceeds of sale to the total sum owing; and
 - 2. If applicable, return any surplus fund to You.
- (e) Without limiting any other term of this Agreement, or GrainCorp's rights at law and/or any statute of the Commonwealth, a State or a Territory, You acknowledge and agree:
- (i) this Agreement constitutes a security agreement under and for the purposes of the PPSA that gives rise to one or more Security Interests in Your Interest in Stored Grain and the proceeds of such Stored Grain (including

- but not limited to proceeds from any dealing with Your Stored Grain);
- (ii) Your Stored Grain is collateral that is security for Your obligations under this Agreement which is registrable on the PPSR under the PPSA;
 - (ii) You acknowledge that GrainCorp may in its sole discretion perfect any Security Interest arising under or in connection with this Agreement by possession of Your Stored Grain and/or by effecting any registration on the PPSR (in any manner that GrainCorp deems appropriate) from time to time and You agree that any failure to register a financing statement in respect of its Security Interests does not affect or impair GrainCorp's Security Interests provided GrainCorp has possession of Your Stored Grain;
 - (iv) You consent to GrainCorp effecting registrations on the PPSR (in any manner that GrainCorp deems appropriate) to perfect any Security Interests in Your Stored Grain and the proceeds of such Stored Grain arising under or in connection with this Agreement;
 - (v) You agree to promptly execute any documents, provide all relevant information, fully cooperate with GrainCorp and do any other act or thing that GrainCorp requires to ensure that any Security Interest created under this Agreement is perfected and remains continuously perfected, has priority over any other Security Interests in Your Grain and any defect in the security interest, including its registration, is overcome;
 - (vi) You must not, without providing prior written notice to GrainCorp, change Your name, address, contact details or any other details that would cause any details in a financing statement to be different if a Security Interest was re-registered;
 - (vii) To the extent the law permits:
 - (A) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - i. GrainCorp need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - ii. sections 142 and 143 of the PPSA are excluded;
 - (B) for the purposes of section 115(7) of the PPSA, GrainCorp need not comply with sections 132 and 137(3);
 - (C) You waive your rights to receive from GrainCorp any notice required under the PPSA (including a notice of a verification statement); and
 - (D) if GrainCorp exercises a right, power or remedy in connection with its Security Interests, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless GrainCorp states otherwise at the time of exercise. However, this clause 5(e)(vii)(D) does not apply to a right, power or remedy which can only be exercised under the PPSA,
- provided that this clause 5(e)(vii) does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other clause in this Agreement;
- (viii) The parties must not disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. You must notify GrainCorp before authorising the disclosure of information under section 275(7)(c) of the PPSA or requesting information under section 275(7)(d) of the PPSA. Nothing in this clause prevents any disclosure by You or GrainCorp that it believes is necessary to comply with its other obligations under the PPSA; and
 - (ix) In this clause 5 the following words have the respective meanings given to them in the PPSA: collateral, financing statement, perfected, possession, proceeds, register, registration, security agreement and verification statement.

6. STANDARD FEES

- (a) Subject to clauses 6(b) and (c) below, Receival Fees payable by You during the Current Season are as set out in Table 1 below.
- (b) You acknowledge and agree that the Fees in Table 1 will be levied against the un-shrunk Receival Tonnage delivered at:
 - (i) for Fees listed under the column "Fee/T – Country", a GrainCorp Storage; and
 - (ii) for Fees listed under the column "Fee/T – Port", a Port Terminal and where the Grain is ex-farm Grain not received under a Movement Request (for clarity, being Grain delivered using a Grower Registration Number).

- (c) All other Fees will be levied against the Shrunk Receival Tonnage.

TABLE 1

Grain	Applicable Grade*	Fee/ T - Country	Fee/ T - Port
Wheat	Standard	\$12.20	\$23.36
Wheat	Durum	\$15.15	\$26.31
Wheat	Noodle/Soft	\$15.15	\$26.31
Wheat	Special	\$15.15	\$26.31
Barley	Feed	\$12.20	\$23.36
Barley	Malt and Food	\$15.15	\$26.31
Canola	All	\$18.62	\$29.78
Pulses	Standard	\$18.62	\$29.78
Sorghum	Standard	\$12.20	\$23.36
Oats	All	\$18.62	\$29.78
Other cereals (except maize millet and rice)	All	\$18.62	\$29.78
Other oilseeds (except cotton seed, soybeans, linseed)	All	\$18.62	\$29.78

(*) where:

- Standard grades noted are those nominated by GrainCorp in accordance with Commodity Standards; and
- Special or customer grades are those grades other than standard grades including grades for segregation requested before or during the harvest and agreed between You and GrainCorp; and
- Food grade barley is any barley variety that may be classified as such under the Commodity Standards or Barley Australia Standards, or as between You and the Customer.

- (e) For Grain Received in the Current Season other than sorghum, Storage is free to 30 June 2026. From 1 July 2026, the monthly Storage Fee will apply. For the avoidance of doubt, Current Season Grain (excluding sorghum) will be considered Old Season Grain and attract Old Season Storage Fees on and from:

- In respect of Central Queensland, 1 August 2026;
- In respect of Southern Queensland and Northern NSW, 1 September 2026;

- (iii) In respect of Southern NSW and Victoria, 1 October 2026.

- (f) Not used.

- (g) For sorghum, Storage is free for the Month of Delivery and the subsequent five (5) Months. The Storage Fee will apply from the first Calendar Day of each Month thereafter. For the avoidance of doubt, Current Season sorghum will be considered Old Season Grain and attract Old Season Storage Fees on and from 1 January 2026.

- (h) Storage Fees are set out in Tables 2 & 3:

TABLE 2

Season	Grain and Oilseeds (excluding sorghum)	Fee per Tonne
Current Season	All Grains	\$2.30
Old Season	All Grains	\$3.71
Old Season	Pulses	\$7.25

TABLE 3

Season	Sorghum	Fee per Tonne
Current Season	Sorghum delivered into Storage 1 January 2026 to 31 December 2026; and	\$2.30
Old Season	Sorghum delivered into Storage prior to 31 December 2025	\$3.71

- (i) You acknowledge and agree that:

- In respect of Accounting Stock the subject of a Transfer, the Fees will be calculated from the Business Day immediately following the Transfer;
- Subject to clauses 6(e) and (g) above, You are liable to pay the Storage (or warehousing) Fee each Month Your Accounting Stock is stored in a GrainCorp Storage including any period during which it is consigned from a GrainCorp Storage and in transit to another GrainCorp Storage, up until the date Title in the Accounting Stock is Transferred to another party, who upon that Transfer, will become liable for the Storage Fee thereafter;
- Accounting Stock not Transferred by midnight on the last Business Day of the Current Season shall become Carry Over Accounting Stock; and
- In respect of Your Carry Over Accounting Stock, the applicable Storage Fees are payable

by You (see: Table 2 - Old Season Fee applicable)

- (j) An Outload Fee of \$10.85 per Tonne is payable by You for Outload during Business Hours and also Outload during After Hours.

- (k) In addition to the Fees in clause 6 (j) above, further Fees apply, and are payable by You, for Outload during After Hours:

- (i) GrainCorp Storage opening Fee of \$589.00; and
- (ii) Handling surcharge of \$2.15 per Tonne.

7. OTHER FEES

- (a) With regard to clause 8 of Part C, Wheat will be reclassified from 'high moisture' to 'dry' and the Fee will be applied in accordance with the following table:

Wheat Moisture on Reveal	Moisture Management Fee per Tonne	Adjustment Rate
12.60	\$0	0.993
12.70	\$0	0.992
12.80	\$0	0.991
12.90	\$0	0.990
13.00	\$0	0.989
13.10	\$21.73	0.988
13.20	\$22.53	0.987
13.30	\$23.23	0.986
13.40	\$23.96	0.985
13.50	\$24.72	0.984
13.60	\$24.48	0.983
13.70	\$26.20	0.982
13.80	\$26.96	0.981
13.90	\$27.73	0.980
14.00	\$28.46	0.979

With regard to clause 8 of Part C, Sorghum will be reclassified from 'high moisture' to 'dry' and the Fee will be applied in accordance with the following table:

Sorghum Moisture on Reveal	Moisture Management Fee per Tonne	Adjustment Rate
13.60	\$0	0.993
13.70	\$0	0.992
13.80	\$0	0.991
13.90	\$0	0.990
14.00	\$0	0.989
14.10	\$21.73	0.988
14.20	\$22.53	0.987
14.30	\$23.23	0.986
14.40	\$23.96	0.985
14.50	\$24.72	0.984
14.60	\$25.48	0.983
14.70	\$26.20	0.982
14.80	\$26.96	0.981
14.90	\$27.73	0.980
15.00	\$28.46	0.979
15.10	\$29.20	0.978
15.20	\$29.95	0.977
15.30	\$30.69	0.976
15.40	\$31.44	0.975
15.50	\$32.18	0.974

- (c) In circumstances where:

- (i) Grain is Outloaded from a GrainCorp site; and
- (ii) Grain has been rejected from its delivery destination for quality non-conformation; and
- (iii) The Grain is tendered for re-delivery to a GrainCorp Storage; and
- (iv) The Grain is retested and it is determined that it is within the relevant contract specification/Grade, then

GrainCorp may at its discretion, charge a Fee of \$11.06 per Tonne.

- (d) Other Fees that You may need to pay GrainCorp include:

- (i) a credit card surcharge of 1.03% for any payment made by you to GrainCorp using a credit card;
- (ii) a cancellation fee for any missed Truck Time Slots as set out in clause 5(g) of Part B; and
- (iii) such other Fees as You and GrainCorp may agree arising out of or in connection with the provision of the Services.

1. INTERPRETATION

Unless the contrary intention appears:

- (i) The singular includes the plural and vice versa;
- (ii) A reference to a law includes its regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) The word 'person' includes a firm, a body corporate or politic, unincorporated association or an authority;
- (iv) A reference to a 'person' includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (v) A reference to 'You' includes all iterations such as 'Your';
- (vi) The use of the words 'including', 'includes', 'for example' or 'such as' does not limit the meaning of the words to which the list relates, to those items or to items of a similar kind;
- (vii) A reference to a term, clause, table, Part, is a reference to a term, clause, table, Part of this Agreement;
- (viii) The use of the word 'term' refers to all terms, conditions in this Agreement;
- (ix) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly or severally; and
- (x) The use of the word 'discretion' by a party refers to the power of choice exercised by that party which is absolute and final.

2. DEFINITIONS

Capitalised terms have the following meaning:

Accounting Stock means the quantity of a Grade of Grain that is or was in a GrainCorp Storage during the Term, calculated in accordance with the Accounting Stock Calculation and recorded in CropConnect.

Accounting Stock Calculation means the method by which Accounting Stock is calculated, determined by the following formula:

$$AS = (RT - S) + (TT - TF) + (RG + TS) - TO$$

Where:

- AS** means Accounting Stock
- RT** means Tonnes Received or Transferred
- S** means Shrink
- TT** means Tonnes transferred to You
- TF** means Tonnes transferred from You
- RG** means the net of reclassified Grades

TS means the net of site to site or transshipped Tonnes

TO means the amount of Tonnes Outloaded

ADC means the Australian Disputes Centre, located at Lockhart Chambers, LGF, 233 Macquarie Street, Sydney NSW 2000 .

ADR means alternative dispute resolution.

Adverse Weather refers to any meteorological phenomena which directly or indirectly inhibits or restricts Services.

After Hours means hours that are not Business Hours.

Agreement means this Agreement as defined by clause 2 of Part A.

Anti-Bribery and Corruption Laws means any Applicable Law relating to anti-bribery, anti-corruption and anti-money laundering.

Applicable Grade means the Grade of Grain which will be one of either a Standard Grade, Special Grade, food grade or customer grade.

Applicable Laws means any laws and regulations of Australia and any other relevant jurisdiction including, without limitation, including the *Privacy Act 1988* (Cth), Modern Slavery Law, and Anti-Bribery and Corruption Laws.

AUD means Australian dollars/currency.

Authorised Officer means an Australian Government official or other authorized personnel approved under Australia's export legislation by the DAFF to undertake export inspection functions, including sampling, inspection and testing tasks.

BAR1 means a barley standard that is below malt and food classification .

BBSY means the Australian Bank Bill Swap Reference Rate (Bid) administered by ASX Benchmarks Pty Ltd (or any other person that takes over the administration of that rate) for a period of 90 days displayed on page BBSY of the Thomson Reuters Screen (or any replacement Thomson Reuters Screen which displays that rate) at 11.00am (Sydney time) on the day on which such amount is to be calculated, or if such rate is not available, such other rate as GrainCorp may determine, acting reasonably.

Booking ID means the tracking order created by GrainCorp to acknowledge the Movement Request.

Business Day means a Calendar Day that is not a Saturday, Sunday or a public holiday or bank holiday in the State or Territory concerned.

Business Hours means the operation hours at GrainCorp Storages namely:

- (a) 7:00am to 3:00pm on a Business Day where one (1) shift is in operation; or
- (b) 7:00am to 11:00pm on a Business Day where two (2) shifts are in operation; or

(c) Hours as determined and advised by GrainCorp from time to time.

Business Record means any record created/received by You or on Your behalf in routine transaction of Your business or in pursuance of its legal obligations.

Calendar Days means any given day of the year.

Carbon Scheme means any Law or Regulation of any jurisdiction or any requirement or condition of a license, permit, governmental consent or approval with respect to the production or emission of, or to reduce, limit, cease, prevent, offset or sequester greenhouse gas emissions, including without limitation, any trading scheme or tax for the management or reduction of greenhouse gas emissions or concentrations.

Change in Law means the repeal, amendment, introduction or change in any Applicable Law (including any Carbon Scheme) or tax of any jurisdiction or the change or introduction of any license, directive, regulations or rules of a government agency or port corporation.

CHKF means the no quality guarantee old season held chickpea commodity.

Claim means any allegation, demand, claim, suit, action, proceeding, damage, Loss, Cost, expense or liability incurred by or made recoverable against a person, however arising, whether present, immediate, actual, contingent or future.

CSHA means GrainCorp's Country Storage and Handling Agreement.

Commencement Date means the earlier of the beginning of the Current Season or the first date that GrainCorp provides You with the Services.

Commodity Standards means the commodity standards published on the GrainCorp Website.

Commodity Vendor Declaration or **CVD** means an NGR electronic commodity vendor declaration available on the NGR Website to be completed and submitted electronically by the Customer (or on the Customer's behalf) or such other form as may be agreed between the parties.

Confirmed Elevation Period or **CEP** means the Elevation Period in which Elevation Capacity is confirmed as being accepted by a Customer at a particular Port Terminal.

Contamination/Contaminated means the presence (in Grain) of any noxious or objectionable odours or biological material, or the presence of any chemical residues including Grain fumigants, fungicides or pesticides above the maximum residue limit, or the presence of any material or substance that could reasonably be determined to be a food safety hazard, or any substance or material defined as a contaminant in the Commodity Standards or contract specifications.

Consequential Loss means any indirect, special, incidental or consequential loss, any loss of profits, loss

of revenue, loss of opportunity, loss of anticipated savings and any increased operating costs suffered by or incurred by any person, whether arising in contract or tort (including negligence) or under any statute, arising out of or in connection with this Agreement.

Co-owner means GrainCorp, You and/or any Customer who has stored or is storing Grain at a GrainCorp Storage.

Cost means all properly incurred legal or mercantile fees (on an indemnity basis) plus disbursements and any other cost, expense, or charge.

CropConnect means the 'CropConnect' online information technology platform and service operated by CropConnect Pty Ltd ACN 630 989 829 which provides users with a way to buy, sell and manage their Interests in Grain.

CropConnect Terms of Use means the terms and conditions governing access and use of CropConnect available at <https://cropconnect.com.au>.

Current Season means the season year (being twelve consecutive months) specified in the General Details and:

- (a) For all Grain except sorghum, means the period commencing:
 - 1. In respect of Central Queensland, on 1 August of that year;
 - 2. In respect of Southern Queensland and Northern NSW, on 1 September of that year;
 - 3. In respect of Southern NSW and Victoria, on 1 October of that year.
- (b) For sorghum, the period commencing on 1 January of that year.

Customer means a person who is a party to the CSHA for the Current Season.

Demurrage Cost means the hourly rate of \$125 to a maximum daily rate of \$1,500 being 12 hours in any given 24-hour period (not pro-rated), calculated on and from the 3 hour following Your lodgment of a compliant Disputed Grain Notification to and including the time of GrainCorp's determination under clause 8(e) or 8(f) of Part C.

Disputed Grain means Stored Grain which on Outload is subject to a dispute by a Customer due to it being Out of Specification.

Department of Agriculture, Fisheries and Forestry or **DAFF** means the Commonwealth Department named Department of Agriculture, Fisheries and Forestry or any equivalent government department that has oversight of the export inspection functions under Australia's export legislation.

Eligible Grower has the meaning given to that term in clause 7(a) of Part B.

Execution Date means the date this Agreement is signed by You.

Feed End User means any business utilizing Grain for purposes other than human consumption.

Fees means all fees, costs, tariffs, expenses, charges or levies payable by You for the supply of the Services.

Forfeiture Notice means a notice issued by GrainCorp to You in compliance with clause 10 of Part D.

Freight Differential means the per Tonne difference in the cost of execution between an Origination Site and the Outload Site to the nominated destination on Your Order to Outload as determined by GrainCorp by the Grower Returns Swap Calculator.

Genetically Modified/GM means plant or animal material whose genetic code has been artificially altered in order to give it specific characteristics.

Grade means the classification of Grain applied by GrainCorp in accordance with the Commodity Standards.

Grain means Wheat, durum, barley, canola, oats, rye, triticale, legumes and pulses, rice, oilseeds (other than canola), sorghum, maize and cotton seed (and any other type of grain or seed as notified by GrainCorp from time to time).

GrainCorp means GrainCorp Operations Limited (ABN 52 003 875 401) of Level 20, Tower 2, International Towers, 200 Barangaroo Avenue, Sydney NSW 2000.

GrainCorp Demand Planning means the division of GrainCorp overseeing demand planning, contactable via email at northsupplychainplanning@graincorp.com.au for GrainCorp's northern supply chain or southsupplychainplanning@graincorp.com.au (as applicable).

GrainCorp Quality Assurance is the division within GrainCorp responsible for all aspects of quality assurance of Stored Grain contactable via email at: gcsamples@graincorp.com.au.

GrainCorp Grower Services means the division of GrainCorp overseeing grower related customers, contactable on 1800 472 467

GrainCorp Storage means the Grain storage facilities operated by GrainCorp excluding storages at Port Terminals.

GrainCorp Transaction Documents means all documentation contemplated by this Agreement which are required to be completed, lodged or followed by the parties or any electronic equivalent, replacement or other document as notified to Customers.

GrainCorp Website means GrainCorp's website located at www.graincorp.com.au.

Grower Direct to Port Delivery Guidelines means the Grower Deliveries Direct to Port Terminals Guidelines published on the GrainCorp Website.

Grower means any legal entity or individual with a Grower Registration Number.

Grower Registration Number means the registration number issued to a Grower by GrainCorp or the National Grower Register.

Grower Return means the Outload of Accounting Stock the subject of Grower Warehousing Services.

Grower Returns Swap Calculator means the tool used to calculate Freight Differentials using an average of available market rates for relevant freight services from time to time.

Grower Warehousing Services means the services provided under this Agreement.

GST has the same meaning as in section 195.1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

GTA means Grain Trade Australia Limited (ABN 70 979 095 411).

Heavy Vehicle National Law means the Heavy Vehicle National Law administered by the National Heavy Vehicle Regulator.

Independent Laboratory means an agreed Testing Facility or in the absence of an agreement, Australian Superintendents Company Pty Limited or "ASC".

Interest means the proprietary right held by a Co-Owner in the Stored Grain which is equivalent to the percentage of the Grain of the relevant Grade that was Received on behalf of the Co-Owner or Transferred to the Co-Owner.

Loss means any loss including any Consequential Loss, liability, damage, Costs, charge, expense, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or for which a party is liable.

Low Level Presence means the unintended presence of a GM variety of Grain in a non-GM variety of Grain, whether known or not.

Mass Limit means the applicable legal mass limit for heavy vehicles in the State or Territory the vehicle is operating.

Minimum Tonnage Threshold means 500 Tonnes.

Modern Slavery Law means any Applicable Law relating to modern slavery, including but not limited to the *Modern Slavery Act 2019* (Cth) and all regulations made under or in respect of the *Modern Slavery Act 2019* (Cth).

Month means a calendar month.

Movement Request means a request or order from a Customer or You to Outload Grain from a GrainCorp Storage.

National Grower Register or **NGR** means the grower registration system operated by National Grower Register Pty Ltd ACN 095 857 266.

National Heavy Vehicle Regulator means the Commonwealth department known as the National Heavy Vehicle Regulator.

NGR Website means NGR's website located at www.ngr.com.au.

Next Season means the season immediately following the Current Season.

Nil means less than 0.05% by weight of defects or contaminants.

Non-GrainCorp Storages means a Grain storage and handling facility other than a GrainCorp Storage or Port Terminal.

Old Season means the season/s preceding the Current Season.

Other GrainCorp Agreements means the Grower Warehousing Agreement, the Bulk Wheat and Non-Wheat Port Terminal Services Agreement and the Bulk Wheat and Bulk Grain Port Terminal Services Protocols for Exempt and Non-Exempt Port Terminals, for the Current Season.

Out of Specification means Stored Grain the subject of Outload that does not conform to the applicable Commodity Standard.

Outload or Outloaded means the process of moving Stored Grain from a GrainCorp Storage into a road or rail vehicle.

Outload Tonnage means the quantity of Tonnes of Stored Grain which is Outloaded from a GrainCorp Storage.

Outload Site means either the Origination Site nominated by You in an Order for Outload or the alternate GrainCorp Storage allocated under Part B.

Order to Outload means a request by a Grower for a Grower Return submitted in accordance with Part B.

Origination Site means the GrainCorp Storage at which a Customer's Grain was Received or Transferred.

Permitted Security Interest means:

- (a) a Security Interest whereby the Transfer of Grain between You and a Customer has taken place in accordance with this Agreement but subject to a retention of Title; and
- (b) any Security Interest that GrainCorp has arising out of or in connection with this Agreement.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Pesticide Residue Free means Stored Grain that has not been treated by GrainCorp with contact pesticides.

Pesticide Residue Restricted means Stored Grain that is selected, tested and Outloaded to a pesticide level which varies from the maximum residue limited prescribed by the Australian Pesticides and Veterinary

Medicines Authority and the Food Standards Australia and New Zealand.

Policies means all applicable GrainCorp policies and procedures as may be updated and amended from time to time available at www.graincorp.com.au/corporate-governance.

Port Block-out means, in respect of a particular Port Terminal, an event or series of events which results in the Port Terminal being unable to receive Grain or load Grain onto a waiting vessel for any reason including as a result of a delay in the loading of a previous vessel or a disruption occurring in connection with the delivery of grain to the Port Terminal.

Port Terminal means any or all of GrainCorp's seaboard terminals at Gladstone, Mackay, Fisherman Islands, Newcastle, Port Kembla, Geelong and Portland.

Port Terminal Services means services provided at any Port Terminal which are governed by the Port Protocols.

PPE means personal protective equipment as specified by GrainCorp from time to time.

PPSA means the *Personal Property Securities Act 2009* (Cth), together with any regulations in force at any time under the PPSA, including the Personal Property Securities Regulations 2010 (Cth).

PPSR means the Personal Property Securities Register established under the PPSA.

Privacy Policy means the GrainCorp privacy policy as updated and amended from time to time available at www.graincorp.com.au/corporate-governance.

Receival/Received/Receive means the process of receiving Grain for storage and/or handling at a GrainCorp Storage including assessing the quality and classifying the Grain.

Receival Docket means a receipt issued by GrainCorp on Receival which specifies, among other things, the Receival Tonnage and records declarations by You or on Your behalf.

Receival Fees means the receival fees payable to GrainCorp, as varied from time to time.

Receival Tonnage means the weight of Grain received from You, a Customer or a Grower at a GrainCorp Storage.

Reclassified Grain means Stored Grain that has been assessed by GrainCorp and reclassified to a Grade that is different from the Grade on Receival.

Reclassification Grain Indemnity Formula means the method by which the parties agree to calculate an indemnity amount for Claims relating to Reclassified Grain as follows:

$$T \times (P - V)$$

Where:

T is the Tonnes of Grain Reclassified to a different Grade

P is the fair market value of the non-Reclassified Grain on the date of the Claim

V is the fair market value of the Reclassified Grain on the date of the Claim.

Re-Grade means the re-grade and/or re-season of a Customer's Accounting Stock under this Agreement.

Related Entities has the same meaning given to it in the *Corporations Act 2001* (Cth).

Sampling and Testing Methods means the approved method of sampling and testing of Grain as per relevant commodity standard.

Security means an irrevocable, unconditional and continuing bank guarantee or security deposit in favour of GrainCorp.

Security Interest has the meaning given to it in the PPSA.

Severe Weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life.

Services means the services supplied by GrainCorp to You pursuant to this Agreement.

Shrink/Shrunk means the allowance for loss in weight of Stored Grain that occurs during the Storage and handling process.

Stock Availability Report means the report regarding the availability of Stored Grain in GrainCorp Storages accessible on CropConnect.

Stock Information means details of Your (or notional) Accounting Stock which may include site by site quality data, Grain availability information and other information as determined by GrainCorp in its discretion.

Stock Swap means the notional placement of Accounting Stock at a GrainCorp Storage other than the Origination Site for Outload.

Store/Storage/Stored means the storage/warehousing of Grain at a GrainCorp Storage.

Storage Fee means the storage fee set out in Part E.

Stored Grain means Grain that is Received at a GrainCorp Storage.

Tax Invoice has the same meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the period on and from the Commencement Date to the Termination Date.

Termination Date means the later of, 30 September or the end of the Current Season.

Third Party Fees means a royalty, levy, charge or other fee payable by You to third parties in respect of Grain the subject of a Transfer (such as Federal and State government levies, charges and fees and industry levies, royalties, charges and fees) but, for the avoidance of doubt, excludes other Fees.

Title means a Co-Owner's Interest in Stored Grain.

Trade Transaction means a binding transaction for the sale and purchase of a certain Interest on CropConnect.

Transaction Form means all documentation required to be completed, lodged or followed by the parties or any electronic equivalent, replacement or other document as notified by GrainCorp.

Transfer means the process of transferring Your Interest, in whole or part, to another Customer.

Truck Time Slot means the time slot booked by You, or on Your behalf, for the outloading of Grain at GrainCorp Storages.

Tonnes/Tonnage is a reference to metric tonnes.

Validation of Order to Outload means confirmation of the Order to Outload and Wagon Loading Plan.

Variation Request means the request by You which substantially conforms to GrainCorp's variation request template, available on request from GrainCorp.

Wagon Loading Plan means the rail transport provider's loading plan with respect to legal weight limits or loads of each rail wagon type presented for loading, the sequence of wagons and shunt plan.

Wheat means for the purposes of any port access regulation, *triticum aestivum* (common wheat) and *triticum duri* (durum).

Your Data means all data and information, including Personal Information, relating to You, Your business or affairs, which are provided, or made accessible, to GrainCorp in connection with the Services under this Agreement, including, but not limited to, NGR number, NGR entity name, buyer code, buyer name, vehicle registrations and further details in the Privacy Policy.