



Storage and Handling Agreement

Wilken Storage

And

Season 2026/27

THIS AGREEMENT is made on the

BETWEEN Wilken Storage Pty Ltd (ABN 91 961 322 517)
Of 251 Birchip Rd, Warracknabeal, Victoria, 3393

(WS)

AND

(The Client)

INTRODUCTION

This agreement sets out the terms and conditions on which WS and THE CLIENT have agreed that WS will supply certain storage services for THE CLIENT.

SERVICES PROVIDED BY THE CONTRACT OR UNDER THIS AGREEMENT

1. Scope of Agreement

- 1.1 This agreement and attached schedules applies to the storage and handling of all Grain by WS for THE CLIENT at WS's storage facility(s). The agreement covers, but without limitation, the storage and handling of:
 - (a)- Grain physically received into WS facility directly on behalf of THE CLIENT
 - (b)- Grain which is transferred to THE CLIENT from another party or grower of WS
- 1.2 WS will sample, provide quality testing services for, classify into available grades, weigh, store and load to road transport using services provided by WBH at commercial rates for all Grain received by it under the terms of this agreement.
- 1.3 WS does not as a result of the appointment become an employee, partner or agent of THE CLIENT. The relationship THE CLIENT and WS is that of the principal and independent contractor.

2. Receival of Grain

- 2.1 WS will during the term of the agreement use all reasonable endeavours to receive Grain into storage at their respective site in accordance with THE CLIENTS request. THE CLIENT retains the final discretion to determine what type of Grain or grade of Grain is to be received into stock at WS site.
- 2.2 WS will receive and load Grain in accordance with Good Industry Practice and the Approved Receival Specification and Sampling Methodology set by Grain Trade Australia unless otherwise specified by THE CLIENT in writing.

3. Storage

- 3.1 WS acknowledges despite anything, to the contrary expressed or implied in this agreement that:
 - (a)- Commodities received and stored by the WS must be received and stored at all times in their respective segregations and clearly identified as THE CLIENTS inventory.
 - (b)- This agreement shall not be constructed as a lease of any storage facilities or land upon which any storage facility is located.

4. Quality Testing Services

- 4.1 WS will provide testing of the Commodities in accordance with Good Industry Practice and the Approved Receival Standards and Sampling Methodology set by Grain Trade Australia for the relevant grain type and grade. WS will provide physical composite samples on request of THE CLIENT at the completion of harvest for each segregated grade of grain at the site.
- 4.2 For the purpose of determining average quality of Grain the cumulative weighted average of applicable Receival Dockets will be used.
- 4.3 WS must take all reasonable steps, including adopting reasonable policies and procedures to reject all commodities not conforming to the quality standards specified by THE CLIENT.
- 4.4 The CLIENT acknowledges that WS is unable to test on receival for germinative quality of barley, toxic or other chemical residues, genetically modified seed or other contamination. WS is not liable for any direct or consequential loss or damage caused by or otherwise relating to the storage or handling of contaminated commodity

5. Pest Control

- 5.1 WS currently treat all grain with phosphine however WS reserves the right to use other approved treatments but will receive prior written approval from THE CLIENT prior to any alternative treatment taking place.
- 5.2 WS will regularly inspect the Grain for the presence of insects. The Grain will be treated at regular intervals or as required if infestation has occurred.
- 5.3 Where fumigants are applied to Grain, THE CLIENT will be notified in writing prior to any outloading if it is still within the 'withholding period' as specified by the pesticide manufacturer. A diarised log is to be kept of inspection dates and dates at which treatments occur.

6. Weighbridges

- 6.1 WS must weigh all commodities delivered to and outloaded from the facility. If there is a weighbridge at the delivery facility then that weighbridge must be used. If there is not a weighbridge at the facility then a weighbridge owned or authorised by THE CLIENT will be used.
- 6.2 WS must weigh or supervise the weighing over the weighbridge of all commodities delivered to the facility.
- 6.3 Gross weight (of the vehicle loaded with the Commodities to be delivered) must be given to the driver. The gross weight ticket must be initialled by WS or by a WS representative at the receival (unloading) point.
- 6.4 A net weight (of the Commodities delivered) weighbridge ticket must only be issued if:
 - (a)- The vehicle used to make the delivery returns directly to the weighbridge after unloading to have tare (empty vehicle) weight recorded; and
 - (b)- The gross weight ticket has been initialled at the receival point. Weighbridge tickets must not be issued for commodities that have not been actually received at the Facility.
- 6.5 WS must weigh and supervise the weighing over the weighbridge of all outgoing road vehicles before and after loading to obtain tare (empty) and gross (loaded) weights and then calculate the net weight of the outloaded Commodities
- 6.6 At the request of THE CLIENT, WS can send a certificate of Verification from the Trades Measurements Branch of the Department of Industry and Employment indicating the date of the weighbridge was last inspected and a copy of any Certificates of Verification issued during the Contract period.

7. Outloads

- 7.1 WS must carry out protein testing and other analysis as specified to do so by THE CLIENT.
- 7.2 WS must outload at least the Accounting Stock Tonnage of each type of variety of Commodity delivered to the Facility.
- 7.3 All Grain stored at WS facility on behalf of THE CLIENT shall be transported to its place of destination by WBH at rates indicated in section 10.7 at the time of execution.
- 7.4 The maximum outturn rate is 260 tonnes per day, unless WBH together with the storage facility is capable of exceeding this tonnage on any given day by prior negotiation.
- 7.5 In the event that WS is capable of outloading additional tonnage above the daily maximum outloading limit, WBH will arrange additional carriers to cover tonnage request. If this request cannot be covered by WBH and WBH cannot source outside carriers, WBH will arrange time slots for outloading at WS for carriers organised by THE CLIENT.
- 7.6 If the tonnage of Commodities outloaded is less than the Accounting Stock Tonnage then WS must do one of the following, as elected in writing by THE CLIENT:
 - (a)- Provide make-up tonnage of a similar grade.
 - (b)- Pay compensation to THE CLIENT based upon the then current average market price for the grade of Commodities.
- 7.7 THE CLIENT must submit their intentions of stock outturn by at least COB on the Wednesday prior to week of outturn to ensure WS can co-ordinate stock outturn and time slots of Silo Facility. WS will always endeavour to accommodate outturn requirements of THE CLIENT however reserve the right to decline if intentions are not raised with adequate notice.

8. Shrinkages

- 8.1 WS will be allowed a shrinkage allowance of 0.7% for cereals, 1% for legumes and pulses, 0.8% for oilseeds of the total net weights of the Commodities delivered into THE CLIENTS name from direct deliveries to the site. Transfers to THE CLIENT from growers will be treated as 'un-shrunk' tonnage. Transfers from other parties will be treated as shrunk tonnes.
- 8.2 Receival fees will be levied against the delivered tonnage prior to the deduction of shrinkage. All other charges will be levied against the outloaded tonnage.

9. WS Duties- General

- 9.1 Provide and maintain all equipment and materials required to perform its duties under this contract
- 9.2 WS is to keep at its principle place of business complete and up to date records, books of account and documents relating to transactions in the commodities and such books of account, records and documents will be available for inspection by THE CLIENT at any reasonable time upon request.
- 9.3 WS is to provide Monthly Reconciliation of all stock movements and closing stock balances for the month in a written summary to THE CLIENT. This summary report is to be provided within 7 working days after the end of the month.
- 9.4 WS further agrees that all documentation will be kept in accordance with statutory requirements and available for inspection upon request to authorised persons representing the Statutory Authority.
- 9.5 WS will take all reasonable steps, including adopting reasonable policies and procedures to keep the facility vermin proof and waterproof and use all reasonable care to protect all Commodities at the facility against loss, theft or damage. Notification of such an event must be made to THE CLIENT on the same day of any suspected loss, theft or damage to Commodities in the facility.
- 9.6 WS will advise THE CLIENT on the same day as infestation or admixture occurs
- 9.7 Any materials provided by THE CLIENT will be stored in a safe and secure manner and will be used only as directed by THE CLIENT. Any unused materials remain the property of THE CLIENT and will be returned to THE CLIENT upon termination of this contract.
- 9.8 WS must take all reasonable steps, including adopting reasonable policies and procedures to allow THE CLIENT personnel access to the Facility at all reasonable times. This will be by appointment only. WS must not provide a sample of any commodity to any person without the authorisation of THE CLIENT.
- 9.9 WS will take all reasonable steps, including adopting reasonable policies and procedures so as to not allow any commodities received, handled and storage at the facility for THE CLIENT, to be cross contaminated (mixed). If cross contamination occurs, WS must contact THE CLIENT immediately.
- 9.10 WS must take all reasonable steps, including adopting reasonable policies and procedures so as to not allow Commodities to be loaded into wet or dirty transport vehicles
- 9.11 WS will email Receival ticket data files to THE CLIENT at the completion of trade each weekday. WS reserve the right to email Weekend and Public Holiday tickets the following weekday if required. Receival Ticket is dated as per original Receival date.

10. Fees and Charges

10.1 Storage Term

- 10.1.1 Term- For the Harvest of 2026/27

- 10.1.2 Commencing- November 1, 2026
- 10.1.3 Completion- October 31, 2027
- 10.1.4 All Fees are exclusive of GST

Barley Segregations

- 10.2 Malt- Spartacus, Maximus, Neo
 - 10.2.1 Receival Fee- \$11.00
 - 10.2.2 Outturn Fee- \$8.50
 - 10.2.3 Monthly Carry Fee- \$2.25 per tonne per month commencing the 1st day of the calendar month following month of receival.
 - 10.2.4 Other Fees- Carry charge of \$3.40 per tonne per month from Oct 1st 2027 for all Malt Barley.
 - 10.2.5 Other Fees- Administration Fee- \$2.50

If WS are required to process grower payments and administer grain on your behalf, this fee relates to management of the grower payments, quarterly submissions of grower levies and end point royalties to applicable departments

10.3 Feed Barley (All Varieties)

- 10.3.1 Receival Fee- \$11.00
- 10.3.2 Outturn Fee- \$8.50
- 10.3.3 Monthly Carry Fee- \$2.25 per tonne per month commencing the 1st day of the calendar month following month of receival.
- 10.3.4 Other Fees- Carry charge of \$3.40 per tonne per month from Oct 1st 2027 for all Feed Barley.
- 10.3.5 Other Fees- Administration Fee- \$2.50

If WS are required to process grower payments and administer grain on your behalf, this fee relates to management of the grower payments, quarterly submissions of grower levies and end point royalties to applicable departments

10.4 Wheat Segregations

- 10.4.1 H1, H2, APW, ASW, SFW1, Feed
 - 10.4.2 Receival Fee- \$11.00
 - 10.4.3 Outturn Fee- \$8.50
 - 10.4.4 Monthly Carry Fee- \$2.25 per tonne per month commencing the 1st day of the calendar month following month of receival.
 - 10.4.5 Other Fees- Carry charge of \$3.40 per tonne per month from Oct 1st 2027 for all Wheat.

10.4.6 Other Fees- Administration Fee- \$2.50

If WS are required to process grower payments and administer grain on your behalf, this fee relates to management of the grower payments, quarterly submissions of grower levies and end point royalties to applicable departments

10.5 Canola- NON GM

10.5.1 Receival Fee- \$13.50

10.5.2 Outturn Fee- \$8.50

10.5.3 Monthly Carry Fee- \$2.25 per tonne per month commencing the 1st day of the calendar month following month of receival.

10.5.4 Other Fees- Carry charge of \$3.40 per tonne per month from Oct 1st 2027 for all Canola.

10.5.5 Other Fees- Administration Fee- \$2.50

If WS are required to process grower payments and administer grain on your behalf, this fee relates to management of the grower payments, quarterly submissions of grower levies and end point royalties to applicable departments

10.6 Legumes & Pulses

10.6.1 Receival Fee- \$13.50

10.6.2 Outturn Fee- \$8.50

10.6.3 Monthly Carry Fee- \$2.25 per tonne per month commencing the 1st day of the calendar month following month of receival.

10.6.4 Other Fees- Carry charge of \$3.40 from Oct 1st 2027 for all Legumes and Pulses.

10.6.5 Other Fees- Administration Fee- \$2.50

If WS are required to process grower payments and administer grain on your behalf, this fee relates to management of the grower payments, quarterly submissions of grower levies and end point royalties to applicable departments

10.7 Freight Rates

The CLIENT will use WBH as its freight provider ex the storage facility at a rate deemed reasonable in accordance with industry practice to the exclusion of all others.

If this request cannot be covered by WBH and WBH cannot source outside carriers, WBH will arrange time slots for outloading at WS for carriers organised by THE CLIENT.

10.8 Title Transfer Fee

If WS are required to undertake Transfer of Title in grain a fee of \$0.50 per tonne is payable on transfer

10.9 Other Fees and Charges

Sample Collection and Postage- \$50 per sample

External Testing Charge- If THE CLIENT requests additional testing to be undertaken by a third party this cost will be passed on to THE CLIENT

After Hours Outload Fee- \$5 per tonne

Container Loading Fee- If WS are required to load containers on behalf of THE CLIENT a fee of \$6 per tonne will apply

- 10.10 THE CLIENT agrees to pay the Contract Payments of storage and handling fees and all other amounts owing to WS pursuant to this agreement in accordance with the terms of this agreement and the attached Schedule for Fees and Charges
- 10.11 WS must invoice for Contract Payments to THE CLIENT at the end of each week. Each invoice must set out the tonnages received and outloaded on each date covered by the invoice.
- 10.12 THE CLIENT will pay the Contract payments within 14 days from date on invoice
- 10.13 If any payment is not made on or before the due date for payment, interest shall be payable at the rate selected. If there is no due date for payment, interest shall be payable if there has been an unreasonable delay in payment. Interest payable shall be appropriate to the currency involved. If the amount of interest is not mutually agreed, interest will be payable at a rate of 1.5% per calendar month, calculated daily.
- 10.14 THE CLIENT acknowledges that when the accounting stock for a particular Commodity is between the values of -1 and +1, WS reserves the right to remove such amounts from your Accounting Stock
- 10.15 WS, in its discretion can regrade stored grain that is older than 2 years
- 10.16 Any samples requested to be sent will be posted via Australia Post at THE CLIENTS expense. Tracking number will be provided.

11. Hours of Operation

- 11.1 WS will be required to receive and outload grain at a minimum of 8.00am-4.00pm, 5 business days per week excluding public holidays and/or other hours as agreed between the two parties.

12. Indemnity

- 12.1 WS will indemnify THE CLIENT and keep THE CLIENT indemnified from any Claim suffered or incurred by THE CLIENT arising directly or indirectly out of or in relation to any Wrongful Conduct of WS or any officer, employee, agent or contractor of WS in the storage and handling of the Grain by WS under this contract except that WS's liability to indemnify THE CLIENT under this clause will be reduced proportionately to the

extent that any Wrongful Conduct of THE CLIENT or any officer, employee, agent or contractor of THE CLIENT caused or contributed to the relevant Claim.

12.2 WS is not liable to THE CLIENT for any loss of profits or special, consequential or indirect loss or damage

13. Insurance

13.1 WS must hold current Public Liability Insurance to a minimum of AU\$20million per occurrence

13.2 WS upon request will provide certificates of currency of the relevant insurance to THE CLIENT prior to receipt of Commodities at the commencement of this Contract.

13.3 WS indemnifies THE CLIENT against any Claims which may be made against THE CLIENT (including any formal legal proceedings on a party/party basis) for personal injury or property damage but only to the extent which is caused or contributed to by any Wrongful Conduct of WS or any officer, employee, agent or contractor of WS in WS's performance of this contract or WS's use of the Facility and the plant and the equipment at the Facility.

14. Termination

14.1 THE CLIENT may terminate the Contract immediately without notice where

(a)- WS breaches a fundamental term of this contract; or

(b)- WS

- Becomes Bankrupt;
- Where WS become insolvent or subject to winding up proceedings;
- Makes any arrangements with WS's creditors; or
- Ceases to carry on or has become incapable of carrying on its business

14.2 THE CLIENT may terminate the contract on seven days notice in writing,

(a)- WS breaches this Contract;

(b)- THE CLIENT issue a written notice requiring WS to correct the breach; and

(c)- WS does not correct the breach within seven days of THE CLIENT issuing a written notice.

14.3 WS may terminate this Contract

(a)- Immediately without notice where THE CLIENT breach a fundamental term of this Contract and the breach cannot be corrected

(b)- On Seven days notice in writing to correct a non-fundamental breach and THE CLIENT does not correct the breach within seven days of WS issuing the written notice.

15. Governing Law

15.1 This agreement is governed by and shall be construed in accordance with the laws for the time being in force in the State of Victoria

16. Insolvency

If the Storer experiences an Insolvency Event, the Client or Purchaser remains the legal and beneficial owner of the Commodity and/or of a proportionate share of any Bulk, regardless of whether the Bulk is of the same grade and standard as the Commodity recorded on Receipt. Subject to any relevant provisions of the Corporations Act the Client will be entitled to immediate discharge of its Stock Entitlement, on demand, subject to any lien.

16. Definitions

The following words have the corresponding meaning in the agreement unless a contrary intention appears

Accounting Stock Tonnage- means in respect of a period the quantity of each type and grade of Grain shown in WS accounting records and is calculated as follows

(a)- Receival Tonnage (over WS's weighbridge or transferred to THE CLIENT), less

(b)- Shrinkage allowance in accordance with Clause 8

Carryover Date- means the date from which carryover fees will apply for a specific Commodity as specified by WS.

Claim- means any cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, or at law (including negligence), in equity, under statute or otherwise.

Good Industry Practice- means the level of care, skill, judgement and diligence that may reasonably be expected of a company handling and storing grain similar to and in the nature of the Grain being received into storage and handled by WS under the agreement

Grain- means cereals, pulses, legumes and oilseeds and any other types of grain which is received, stored and/or handled by WS under this agreement and, after receipt of a quantity of such grain means the same quantity of grain of the same type and grade.

Grower- means a producer of the Grain.

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

Outloading Tonnage/Outloading- means tonnage of Grain removed from WS's storage by WBH.

Receival Docket- means grain receipts issued by WS on receipt of Grain by WS's facility from or on behalf of THE CLIENT.

Storage- means any silo, bunker or shed used for the purpose of storing grain.

WBH- means Wilken Bulk Haulage who shall transport all stock on behalf of THE CLIENT.

Wrongful Conduct- means any act or omission of a party which is: (i) negligent, deceitful or otherwise tortious; (ii) misleading or deceptive or likely to mislead or deceive; (iii) unconscionable; (iv) in breach of this Agreement; or (v) in breach of any applicable law regulating the rights, liabilities and remedies of persons.

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

Signature

Witness (Signature)

Name of Signatory (block letters)

Name of Witness (block letters)

Date

SIGNED on behalf of Wilken Storage Pty Ltd by its authorised Representative in the presence of

Signature

Witness (Signature)

Name of Signatory (block letters)

Name of Witness (block letters)

Date

Head Office

Site Address- 251 Birchip Rd, Warracknabeal, VIC 3393

For all Logistics, Outturns, Stock Enquiries, Pricing etc

Phone- 03 5394 1076

Email- info@wilkens.com.au

Please provide following information;

Client-_____

ABN-_____

Mailing Address- _____

Office Phone Number- _____

Accounts Email- _____

Accounts Contact Phone No- _____

Stock Report Email- _____

Do you require weekly or monthly stock reports- Weekly ☐ Monthly ☐

Stock Contact Phone No- _____

Ticket Data Email- _____