



25-27 McNamara Street  
Orange NSW 2800  
ABN: 85 623 903 079

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## STORAGE & HANDLING AGREEMENT 2021-2022

Date ..... / ..... / .....

### **The Storer**

CL Commodities Pty Ltd  
ABN: 85 623 903 079  
25-27 McNamara St NSW 2800

### **The Client**

Contact

Address

ABN

Phone

Fax

Email

### **1. Background**

These terms and conditions apply to the storage and handling of the commodity specified in Schedule 1 ("Commodity") warehoused by the Storer named in this Agreement ("Storer"). These services are provided to the Client named in this agreement ("Client") and any subsequent Transferee of the commodity.

### **2. Agreement**

The Client agrees to store the Commodity identified in Schedule 1 to this Agreement for the fees as specified in Schedule 1. The Storer agrees to store that Commodity subject to the terms and conditions of this agreement in clean, dry, ventilated and in all circumstances appropriate storage facilities including without limitation sheds, silos, storage bins and/or covered bunkers. Under this Agreement, any weighbridge docket and quality testing results shall be conclusive evidence of the quantity and specification of the Commodity being stored.

### **3. Receival**

The Storer will sample, provide quality testing services, classify into available grades, weigh, store and load (if available) rail or (if available) road transport or transfer the Commodity to another party under this agreement. The Storer will receive and load the Commodity in accordance with recognised receival specifications and sampling methodology unless otherwise agreed. 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. The Client will immediately remove the Commodity from the storage upon receipt of a notice from the Storer requiring it to do so.

### **4. Storage**

The Commodity received and stored/warehoused may be commingled with Commodity of the like type and specification in which case all commingled Commodity shall be jointly owned by all parties whose Commodity has been so commingled to the exclusion of all other persons including but not limited to the Storer.

### **5. Ownership & Lien**

The Storer has possession of the stored Commodity and a lien in respect of any unpaid storage charges but otherwise has no legal or equitable title to the Commodity, unless it is an owner of the Commodity.

### **6. Treatment**

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. The Storer is not required to obtain the Client's approval to treat the Commodity. Following treatment, the Commodity may not be available for a specified period of time. The Storer will regularly inspect the Commodity for the presence of insects. In the event of infestation being detected the Commodity will be treated by the Storer. Where fumigants are applied, it is acknowledged by the Client that the Commodity will not be accessible for discharge for a period of about four weeks. The period will be determined by the reasonable discretion of the Storer.

### **7. Shrinkage**

The Storer will deduct a shrinkage allowance as specified in Schedule 1 from the first delivery of each load of Commodity received in the Client's name, excluding internal title transfers. Receival fees will be levied against the delivered tonnage. All other charges will be levied against the shrunk tonnage.

### **8. Outturn**

To remove the Commodity from storage the Client must give the Storer notice as specified in the Notice Period (or 7 (seven) days if no period is specified) in advance, in writing, as to when the Commodity will be removed and method of transport required. The Warehouse acknowledges that the Storer must apply treatments to commodity stored under warehouse in the Storer's system in accordance with its treatment regime and that during the course of such treatments, the commodity will not be available for outturn.

## **9. Adjustments**

If for any reason beyond Storer's control it does not hold sufficient Commodity of the type and specification of Client's Commodity at the time the Client or a purchaser notifies Storer of dispatch, Storer is entitled to satisfy any such physical shortfall by (at Storer's option) payment of compensation or provision of replacement stock of equivalent or higher quality.

## **10. Transfer**

To transfer Commodity to a third party ("Transfer") the Client must complete and execute the Title Transfer in Agrichain. Title in the grain is not transferred until the title transfer is executed by the Client, the purchaser and the Storer and the Client has advised the Storer that full payment has been received. The Client warrants that the transferee is on notice of these terms and conditions and has agreed to be bound by them.

## **11. Payment**

In accordance with this agreement the Client must pay the Storer all charges as specified in Schedule 1. All accrued charges and any costs payable on any account in respect of stored Commodity must be paid by the Client in accordance with the invoice rendered by the Storer. The full amount of an invoice rendered by the Storer must be paid by the Client, or as applicable, within 30 days of the date of that invoice. Payment to be made by telegraphic or bank transfer to our nominated bank account, free of expense to us.

## **12. Interest**

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.

## **13. Levies and Taxes**

Any industry, statutory or government levies which are not included in the contract price shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) is applicable to the storage per these terms and conditions, subject to the issuing of a valid tax invoice, the Storer will recover from the Owner an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

## **14. Weights and Measures**

The Storer will ensure that all weights are determined by a registered weigh bridge. Any grain testing and quality testing equipment the Storer uses will be provided at its expense and in line with industry practice.

## **15. Record Keeping**

The Storer will maintain and keep complete and accurate records of all commodities stored by it (including the Commodity) and of all actions taken by it in relation to the stored Commodity. 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. The Storer will provide the Owner with details of its stored Commodity on request.

## **16. Insolvency**

In the event of our insolvency, the Client or any purchaser remains the owner of the Commodity. The Client will be entitled to immediate discharge of its Commodity, on demand, subject to any lien.

## **17. Exclusion of Liability**

Unless otherwise stated, the Storer is not liable for damage, destruction, contamination or loss of grain unless caused by the negligence of the Storer. The Client 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. The Storer is not liable for any direct or consequential damage caused by or otherwise relating to the storage or handling of relating to the storage or handling of contaminated commodity. The Client acknowledges that any transportation of the Commodity is at the Client's risk, including without limitation, transportation of Commodity arranged by or on behalf of or at the request of either the Client or the Storer.

## **18. Insurance**

The Storer is under no obligation to insure Commodity against loss, damage, destruction. The Client will at all times during this agreement keep the Commodity insured against all risks while it is held at the nominated facility/facilities. The Client will ensure that the Storer is named in all relevant insurance policies as a joint insured in its capacity as custodian or alternatively a waiver of subrogation rights against the Storer is to be included in all policies. The Storer reserves the rights to request the Owner to submit evidence of the above.

## **19. Domicile**

These terms and conditions shall be governed by and shall be construed in accordance with the law of New South Wales. Performance of this contract is subject to orders, rules and regulations of all government agencies, except as limited herein.

## **20. Rules of Trade**

These terms are subject to the Trade Rules of Grain Trade Australia Limited [GTA] currently in effect, except to the extent the same are in conflict with the terms expressed herein. In the event of any conflict between these terms and the Trade Rules, these terms will prevail.

## **21. Arbitration**

Any dispute arising out of this agreement and these terms and conditions, including the existence of the agreement and any question of law arising in connection therewith shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the commencement of the Arbitration and of which both parties hereto shall be deemed to be cognizant. Neither party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitration in accordance with the Dispute Resolution Rules of GTA, 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.

**EXECUTED** as an agreement by:

**SIGNED** for and on behalf of **Storer**

By being signed by its authorised representative

In the presence of:

\_\_\_\_\_  
Signature of **authorised representative**

\_\_\_\_\_  
Signature of **Witness**

\_\_\_\_\_  
Name of **authorised representative** (please print)

\_\_\_\_\_  
Name of **witness** (please print)

\_\_\_\_\_  
Position of **authorised representative** (please print)

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

By being signed by its authorised representative

In the presence of:

\_\_\_\_\_  
Signature of **authorised representative**

\_\_\_\_\_  
Signature of **Witness**

\_\_\_\_\_  
Name of **authorised representative** (please print)

\_\_\_\_\_  
Name of **witness** (please print)

\_\_\_\_\_  
Position of **authorised representative** (please print)

## Schedule 1 – Fee Schedule

| FEES & CHARGES  | Wheat           |
|---|-----------------|
| Receival Fee  | \$9.00/mt + GST |
| Outloading Fee  | \$6.00/mt + GST |
| Shrink  | 0.7%            |
| Monthly Storage<br>Commences on the 1 <sup>st</sup> March 2022 through to 30 <sup>th</sup> September 2022 | \$1.65/mt + GST |
| Carryover<br>After 1 <sup>st</sup> October 2022 (21/22 ssn)   | \$2.80/mt + GST |

## Schedule 2 – Operating Sites

| Site Name | State |
|-----------|-------|
| Combo     | NSW   |

## Schedule 3 – Commodity Standards

| Site Name | Grade                                |
|-----------|--------------------------------------|
| Combo     | TBA subject to quality of the season |