

DATED

2009

**AWB GRAINFLOW PTY LTD
TRADING AS GRAINFLOW
(ABN 62 088 928 858)**

(AWBGF)

and

[insert client name and acn]

(Client)

**STORAGE AND HANDLING AGREEMENT
AWBGF as supplier of storage and handling services**

GrainFlow

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- (c) within 12 months prior to the date of the Client using its Approved Equipment;

Approved Equipment means testing and weighing equipment that has been approved for use under the GTA Trading Standards for each relevant commodity;

Approved Testing Methodology means the sampling and testing methodology set out in the GTA Trading Standards for each relevant commodity together with all additional or supplementary requirements set out in the AWBGF Sample Manual;

AWBGF Domestic Rail Outturn Weight Figure means the figure determined by AWBGF for the relevant Commodity Outturned for transportation by rail to a Client Delivery Location for Domestic Use;

AWBGF Sample Manual means the manual setting out the methodology followed at the Storage Facilities for the sampling and testing of commodities on receipt at those facilities;

Brokers means Woodside Commodities Pty Ltd (ABN 23 083 159 693), Pallett Dawson Pty Ltd (ABN 64 089 934 823) and Shearwater International Pty Ltd (ABN 28 078 763 578) and any other broker acceptable to AWBGF;

Business Day means a day which is not a Saturday, Sunday or public or bank holiday in the place where an act is to be performed or payment is to be made;

Carry-Over Commodities means any Commodity that has not been completely Outturned in accordance with this Agreement before the applicable Carry-Over Date;

Carry-Over Date means 1 October 2010;

Carry-Over Fee means the fee or fees specified or referred to in schedule 2 which are payable at the times and in the manner specified or referred to in schedule 2;

Client Delivery Location means the location to which particular Commodities Outturned are to be transported by a Transport Service Provider. The GrainFlow Order Form requires this location to be specified therein;

Client Receival Weight Figure means, in relation to Commodity Outturned, the amount of Commodity received at the Client Delivery Location;

Commodities means, subject to the terms of this Agreement, the commodities in respect of which the Client requires AWBGF to supply Services from time to time;

Confidential Information means information of either party (**Disclosing Party**) (irrespective of whether or not it has been reduced to material form) that:

- (a) is by its nature confidential;
- (b) is designated by the Disclosing Party as confidential; or
- (c) the party receiving or obtaining the information (**Receiving Party**) knows or ought to know is confidential;

provided that the information is not:

- (d) information in the public domain at the time that it is provided to or obtained by the Receiving Party; or
- (e) information which after it is provided to or obtained by the Receiving Party becomes a part of the public domain other than through a breach by the Receiving Party of any provision of this Agreement;

Delivery Option means the basis of sale by the Grower to the Client;

Domestic Use means the consumption or preparation for consumption in Australia of the Outturned Commodities;

Dynamic Binning Strategy means a receival strategy allowing a range of receival limits for protein, screenings and moisture depending on the site running stack average for these parameters in a particular binning line, details of which are available upon request from AWBGF;

Export means export of the Outturned Commodities from an Australian port;

Fees means the amounts payable by the Client for the supply of the Services, calculated in accordance with schedule 2 together with, where applicable;

Genetically Modified Materials means plant or animal material whose genetic code has been altered in order to give it characteristics that it does not have naturally;

GrainFlow Order Form means the standard AWBGF form to be completed by the Client on each occasion the Client requires AWBGF to Outturn Commodities or any corresponding client order form which contains at least the same information and which is in a form reasonably acceptable to AWBGF;

Grain Receipt Ticket means AWBGF's standard Commodity delivery confirmation form completed by AWBGF each time a Grower makes a delivery of Commodity to the Client in the manner contemplated by clause 4.1 or under the On Farm Pickup Program referred to in clause 8, and which is transmitted electronically by AWBGF to the Client and which contains details of the weight, Commodity type, variety and quality of the Commodity delivered and Delivery Option;

Grower means a person who grows Commodities and sells them to the Client;

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

Independent Testing means testing of samples of Commodities in accordance with the Approved Testing Methodology to be conducted by Agrifood Pty Ltd or such other testing laboratory that the parties agree in writing;

Market Price means average of the per tonne price of a particular grade and variety of commodity determined by three Brokers on request from AWBGF in relation to the particular commodity, and as at the particular time, required under this Agreement. The Brokers shall determine the price on a GTA "Natural Terminal Port" port basis, plus AWBGF bulk handling receival fee minus GTA freight rates for the relevant Storage Facility to which the determination relates. For the removal of doubt, if a price is unable to be obtained from any one of the three Brokers for any reason within 1 clear Business Day of being sought, the Market Price will be the average of the prices actually obtained from the remaining Brokers.

NMI means the National Measurement Institute being part of the Australian Government Department of Innovation, Industry, Science and Research.

Outloading Weight Ticket means the form produced by AWBGF at the time of Outturn which details the weight of the Commodity Outturned;

Outturn means the removal of Commodities from a Storage Facility and the loading of those Commodities for transportation by a Transport Service Provider;

Outturned Amount means the total weight of Commodities (in tonnes) Outturned by AWBGF under this Agreement, being the aggregate weight of Commodities Outturned as recorded in each Outloading Weight Ticket;

Outturn Defect has the meaning given in clause 7.7;

Outturn Entitlement means the total weight of Commodities (in tonnes) required to be Outturned by AWBGF under this Agreement, being the aggregate weight, type and grade of Commodities received at the Storage Facilities as recorded in each Grain Receipt Ticket, subject to allowance for shrinkage in accordance with clause 12;

Permitted Tolerance means, in relation to the measurement of protein or moisture, +/- 0.3 of the percentage result for protein and/or moisture and +/- 0.5 of the percentage result for screenings (e.g. if the percentage measurement specified by the Receipt Standards for moisture is 12.5%, the Permitted Tolerance under this definition is 12.2% - 12.8%);

Priority Deed means a deed of priority in AWBGF's standard format from time to time;

Receipt Information means the information AWBGF requires persons delivering a load of Commodities to the Storage Facility to supply, as notified by AWBGF to the Client from time to time and which must include the relevant Grower registration number, Delivery Option (including whether delivery is to a specified marketer or the relevant Commodity is to be warehoused), type of commodity and variety and treatment history;

Receival Standards means AWBGF's standards for the receival and classification of Commodities delivered to the Storage Facility as notified by AWBGF to the Client from time to time;

Season means 12 consecutive calendar months commencing 1 October each year;

Services means the receival of Commodities at the Storage Facility, the storage and handling of Commodities and the Outturn of Commodities, subject to the terms and conditions of this Agreement;

Shrinkage Allowance means the percentages specified as such in schedule 2;

Storage Facilities means those facilities specified in item 3 of schedule 1 at which AWBGF supplies the Services to the Client;

Storage Period, in relation to particular Commodities, means the period during which AWBGF supplies Services in respect of those Commodities under this Agreement;

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

Term means the period specified in item 2 of schedule 1;

Third Party Claim means any action, claim or demand in relation to ownership of, or the enforcement of any security interest in relation to, any Commodity;

Time of Discharge means, in relation to particular Commodities, completion of Outturn of those Commodities;

Time of Receipt means, in relation to particular Commodities, the time of delivery to AWBGF of those Commodities;

Trade Certified means certification within previous 12 month period by the National Measurement Institute pursuant to *National Measurement Act 1960 (Cth)* and *National Measurement Regulations 1999 (Cth)* and having an accuracy of 99.5% or better;

Transport Service Provider means a third party contractor of the Client who transports Commodities by road vehicle or rail wagon following completion of the supply of the Services in relation to those Commodities;

Weight Discrepancy Notice means the written notice that must be provided by the Client to AWBGF, advising AWBGF that the AWBGF Domestic Rail Outturn Weight Figure is outside the one percent range of the Client Reveal Weight Figure.

1.2 Interpretation

In this Agreement, including the Introduction, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) other grammatical forms of defined words or phrases have corresponding meanings;
- (d) a reference to "dollar", "\$" or "\$A" is a reference to Australian currency;
- (e) a reference to writing includes any mode of representing or reproducing words, figures or symbols in a lasting and visible form;
- (f) headings are for convenience of reference only and do not affect interpretation;
- (g) unless specified otherwise, "day" means a calendar day; and
- (h) **including** must not be treated as a word of limitation.

2. TERM

Subject to clause 10 and unless terminated earlier, this Agreement is in force during the Term.

3. AWBGF - GENERAL OBLIGATIONS

AWBGF will, subject to the terms of this Agreement, supply the Services to the Client in respect of Commodities from the Storage Facilities as and when required by the Client from time to time.

4. RECEIVAL

- 4.1 In connection with the supply of the Services by AWBGF, AWBGF will, in accordance with AWBGF's applicable procedural requirements, provide an administrative service to the Client enabling the direct delivery to the Storage Facilities by Growers of Commodities and the sale of those Commodities to the Client on a cash, contract or pool price basis. The Client must, in accordance with AWBGF's requirements notified to the Client from time to time, provide such information (including details of the Client's available Delivery Option(s) and applicable pricing) as AWBGF requires to supply the administrative service referred to in this clause 4.1.
- 4.2 AWBGF will receive Commodities which:
- 4.2.1 meet the applicable Receival Standards, subject to the Dynamic Binning Strategy; and
- 4.2.2 are delivered with the relevant Receival Information and in respect of which the person delivering the Commodities provides such confirmations in respect of the Receival Information as AWBGF reasonably requires.
- 4.3 For the removal of doubt, AWBGF may at its sole discretion, decline to receive any Commodities which do not satisfy the requirements of clause 4.2.
- 4.4 The Client acknowledges and accepts that AWBGF is not responsible in any way for any errors, or for any damages, losses, costs, expenses or liabilities suffered, sustained or incurred resulting from any errors howsoever arising, in the Receival Information as supplied by the person delivering Commodities to the Storage Facility.
- 4.5 In addition to above, AWBGF may decline to receive particular Commodities where AWBGF determines, in its sole discretion, that the relevant Storage Facility does not have capacity to receive those Commodities.
- 4.6 AWBGF may, where reasonably necessary or practicable, commingle any Commodities with commodities belonging to or stored on behalf of any third party, provided that the Commodities will not be commingled with commodities of a different commodity type. Commingled commodities will be

deemed to be common commodity of specified quality stored in bulk.

5. AWBGF - SPECIFIC OBLIGATIONS

In supplying the Services, AWBGF will take reasonable steps to:

- 5.1 provide and maintain all equipment, facilities and materials (including pesticide and fumigation treatments), necessary to perform AWBGF's obligations under this Agreement;
- 5.2 keep complete and accurate records in respect of the Services;
- 5.3 ensure the safe storage of Commodities and that they remain free of insects and contaminants and, subject to clause 12, that they do not deteriorate in condition and quality during the Storage Period; and
- 5.4 maintain a high standard of hygiene at the Storage Facilities.

6. STORAGE FACILITIES - OPERATING HOURS

The Client acknowledges that AWBGF has an absolute discretion in relation to the days and times that the Storage Facilities will be kept open for business and that AWBGF provides no guarantees that the Storage Facilities will be open on any particular days or at any particular times.

7. OUTTURN

Introduction

- 7.1 Subject always to the Client having an Outturn Entitlement and the terms in this Agreement, AWBGF will Outturn Commodities on request by the Client from time to time subject to the following provisions of this clause 7.

GrainFlow Order Form and Time for Outturn

- 7.2 On each occasion the Client requires AWBGF to Outturn Commodities, the Client must provide AWBGF with a GrainFlow Order Form, which must include the following

details in respect of the Commodities requested to be Outturned:

- 7.2.1 the quantity and grade;
- 7.2.2 the quality specifications;
- 7.2.3 the name of the Transport Service Provider;
- 7.2.4 the Client Delivery Location; and
- 7.2.5 the estimated time (during any working week) of arrival of the Transport Service Provider at the Storage Facility having regard to the notice periods under clause 7.3.

AWBGF will not allocate Commodity for Outturn until it has received a GrainFlow Order Form properly completed in accordance with this clause 7.2.

- 7.3 Subject to clause 7.4, AWBGF will use all reasonable efforts to complete Outturn of the Commodities specified in each GrainFlow Order Form:

- 7.3.1 for transport by road, at the time specified in the GrainFlow Order Form, provided that the relevant GrainFlow Order Form must be given to AWBGF before 5.00 pm on the Thursday immediately preceding the working week during which Outturn is requested; and

- 7.3.2 for transport by rail, at the time specified in the GrainFlow Order Form, provided that the applicable GrainFlow Order Form must be given to AWBGF at least 10 days prior to the day on which Outturn is requested.

- 7.4 AWBGF does not guarantee that it will Outturn the Commodities by the time periods specified in clause 7.3 and AWBGF will have no liability to the Client or any third party whatsoever and howsoever arising in connection with any failure to Outturn any of the Commodities by the time periods specified in clause 7.3. However, AWBGF will advise the Client from time to time of any potential delays and revisions to the estimated time for completion of Outturn of particular Commodities.

- 7.5 Despite anything to the contrary stated in this Agreement, the Client agrees that AWBGF will not be obliged under this

Agreement to Outturn Commodities during any period(s) during which:

- 7.5.1 Commodities are undergoing programmed fumigation;
- 7.5.2 Commodities are subject to insect infestation;
- 7.5.3 the Storage Facility is undergoing routine or emergency maintenance;
- 7.5.4 adverse weather conditions (including rain, flood, fire, storm and winds) prevent the safe Outturn of Commodities at that Storage Facility or give rise to a risk that such Commodities may be damaged during Outturn; or
- 7.5.5 any plant and equipment necessary for, or used in connection with, the Outturn of Commodities is malfunctioning, broken down or otherwise unavailable.

AWBGF Outturn Obligations - Receival Standards

- 7.6 Subject to the following provisions of this clause 7 and without limiting any other provision of this Agreement (including, in particular, clause 19), AWBGF will Outturn Commodities which, as a minimum, meet the Receival Standards that apply in relation to the Commodities to be Outturned.
- 7.7 The Client must notify AWBGF in writing (using AWBGF's standard form Product Failure Report or client form containing at least the same information in a form reasonably acceptable to AWBGF) of any failure to comply with the applicable Receival Standards) (**Outturn Defect**) (together with the Client's test results which demonstrate the Outturn Defect):
 - 7.7.1 immediately upon it becoming aware of an Outturn Defect; and
 - 7.7.2 in any case and without limiting clause 7.7.1, within 24 hours after the time when the Commodities have been received at the Client Delivery Location or within 4 days following completion of Outturn (whichever is the sooner to occur).
- 7.8 For the removal of doubt, AWBGF will have no liability to the Client or any third party whatsoever and howsoever arising in

relation to Outturn Defects where written notification is not received by AWBGF from the Client in accordance with the requirements of clause 7.7. Without limitation, the Client agrees to provide all reasonable co-operation to AWBGF to enable any loss arising from an Outturn Defect to be mitigated. Nothing in this sentence limits the succeeding provisions of this clause 7.

7.9 The parties agree that the despite anything to the contrary contained or implied in this agreement:

7.9.1 AWBGF shall have no liability for an Outturn Defect where the Client did not specify the Client Delivery Location in the GrainFlow Order Form relating to the Outturn of the relevant Commodities that are the subject of the Outturn Defect; and

7.9.2 the following circumstances shall not constitute an Outturn Defect for the purposes of this Agreement and AWBGF shall have no liability to the Client for these circumstances:

7.9.2.1 The protein and moisture parameters of the relevant Commodities are within +/- 0.3 of the minimum and/or maximum percentage protein and moisture parameters specified by the Receival Standards and +/- 0.5 of the minimum and/or maximum percentage screenings parameters specified by the Receival Standards (e.g. if the maximum percentage moisture parameter specified by the Receival Standards is 12.5%, the permissible maximum under the mechanism in this clause is 12.8%);

7.9.2.2 Contaminants and grain defects specified in the Receival Standards as having nil tolerance are detected at levels of 0.05% by weight or less **provided that** in relation to bin burnt grain the permissible tolerance is 1 bin burnt grain per litre.

7.9.2.3 an attribute is present in the Commodities and that attribute does not form part of AWBGF's testing

procedure or cannot be conclusively determined at the Time of Receipt. This includes, but is not limited to, germinative quality of barley, varietal purity of grain, falling number of wheat and barley, vitreous in durum wheat and the presence of toxic and chemical residues.

7.9.2.5 in the case of Commodities that are pulses, where the percentage level of defective grain is within +2 of the applicable Receival Standard (e.g. if the relevant percentage level specified by the Receival Standard is 6% the permissible level under this clause is 8%).

7.9.2.6 Where, in the case of Commodities to be transported by road, AWBGF has tested the relevant truck load on Outturn and the test results do not evidence an Outturn Defect for which AWBGF is otherwise responsible pursuant to the provisions of this clause 7 and those test results are displayed on the Outloading Weight Ticket.

7.10 Within 24 hours of request by AWBGF the Client must provide AWBGF with written details (in a form reasonably satisfactory to AWBGF) of:

7.10.1 the equipment used in performing the tests which the Client alleges evidences an Outturn Defect (including details of NMI class, type, make and model) (**Client Equipment**), which equipment must be Approved Equipment;

7.10.2 the Client Equipment being Appropriately Certified; and

7.10.3 the methodology followed in performing the tests referred to in clause 7.10.1, which methodology must in all respects be consistent with the Approved Testing Methodology.

7.11 Unless the Client complies with the requirements of clause 7.10 (within the time required), AWBGF shall have no liability for the alleged Outturn Defect.

7.12 Upon the Client providing the written evidence required under clause 7.10, the Client agrees that AWBGF may (but is not obliged to):

7.12.1 attend the Client Delivery Location and test an AWBGF sample of the Commodities that are alleged to be the subject of the Outturn Defect (being a sample which has kept by AWBGF) (**AWBGF Own Sample**) using the Client Equipment; and/or

7.12.2 request, and the Client must provide, such evidence as AWBGF reasonably requires (including by allowing inspection by appropriately qualified persons) to verify each of the matters set out in clause 7.10.

7.13 If:

7.13.1 AWBGF tests the AWBGF Own Sample under clause 7.12.1 in accordance with the Approved Testing Methodology using the Client Equipment and the test results do not match the test results arising from AWBGF's testing of that sample (within the Permitted Tolerances) using AWBGF equipment (which must be Approved Equipment); or

7.13.2 the Client does not provide evidence reasonably satisfactory to AWBGF which verifies the matters referred to in clause 7.12.2 or does not procure that AWBGF is enabled to conduct the testing contemplated by clause 7.12.1,

- then AWBGF shall have no responsibility for the alleged Outturn Defect.

7.14 Within 72 hours of AWBGF receiving the Client's written notice of an Outturn Defect clause 7.7 and irrespective of whether AWBGF takes any action under clauses 7.11 or 7.12 (or of the results of any such action that may be taken), AWBGF may (but is not obliged to) by notice in writing to the Client require Independent Testing to be conducted to ascertain whether the relevant Commodities are affected by an Outturn Defect for which AWBGF is liable under this Agreement. If AWBGF has retained a sample of Commodities from the relevant Outturn, the Client agrees that that sample shall be used by AWBGF for the purposes of the Independent Testing. Otherwise, the Client

must supply a sample of Commodities from the load alleged to be the subject of the Outturn Defect for the Independent Testing in accordance with the requirements of the entity responsible for the conduct of the Independent Testing. The parties must provide all materials and assistance and undertake all necessary actions to give effect to the requirements of this clause as promptly as is reasonably practicable. The Client agrees that the results of the Independent Testing shall be final and binding on the parties. If the results of the Independent Testing establish an Outturn Defect in the relevant Commodities for which AWBGF is liable under this Agreement, the costs of the Independent Testing shall be paid by AWBGF. Otherwise, the costs of the Independent Testing shall be paid by the Client.

7.15 If under any of the preceding provisions of this clause 7, AWBGF is liable for any Outturn Defect, AWBGF will, subject always to clauses 21 and 26, at its option:

7.15.1 pay to the Client an amount equal to $V \times (M1 - M2)$
where:

V is the quantity in tonnes of Commodities affected by the Outturn Defect;

M1 is Market Price per tonne of the Commodities on the date of Outturn assuming they were not affected by the relevant Outturn Defect; and

M2 is the Market Price per tonne of the Commodities on the date of Outturn taking into account the Outturn Defect and the resultant impact that defect has in downgrading those Commodities; or

7.15.2 replace the affected Commodity with commodity that is free from Outturn Defects.

AWBGF will have no liability to the Client or any third party whatsoever howsoever arising in relation to any Outturn Defect other than as set out in this clause 7.15. Further and for the removal of doubt, AWBGF shall not have liability for any quality issues, defects or contaminants affecting Outturned

Commodities unless they constitute an Outturn Defect for which AWBGF is liable in accordance with this clause 7.

Weights – Outturn by Rail (Domestic Use)

- 7.16 In relation to Commodities Outturned for transportation by rail to a Client Delivery Location for Domestic Use, if the AWBGF Domestic Rail Outturn Weight Figure is:
- 7.16.1 within or equal to a one per cent range of the Client Receival Weight Figure and the Client notifies AWBGF of this fact in writing within 48 hours after the time when the relevant Commodities are received at the Client Delivery Location, AWBGF will, having regard to industry practice and without any admission or acceptance of responsibility on its part, adjust the AWBGF Domestic Rail Outturn Weight Figure to be equal to the Client Receival Weight Figure; or
 - 7.16.2 in excess of the one percent range of the Client Receival Weight Figure as referred to in clause 7.16.1, the Client must provide AWBGF's logistics coordinator with a Weight Discrepancy Notice within 48 hours after the time when the relevant Commodities are received at the Client Delivery Location, and in these circumstances AWBGF and the Client will meet to discuss and use reasonable endeavours to agree a resolution to the alleged discrepancy on mutually acceptable terms. In the absence of agreement within a reasonable time after the Weight Discrepancy Notice is delivered to AWBGF, the provisions of clause 28 will apply.
- 7.17 The Client must, within 48 hours after the time when Commodities Outturned for transportation by rail to a Client Delivery Location for Domestic Use are received at the Client Delivery Location, provide AWBGF with full details in writing of the Client Receival Weight Figure and any other information and documentation reasonably required by AWBGF. The Client must comply with its obligations under this clause 7.17 whether or not it has notified AWBGF pursuant to clause 7.16 of any discrepancy between the AWBGF Domestic Rail Outturn Weight Figure and the Client Receival Weight Figure.
- 7.18 AWBGF's sole liability where the AWBGF Domestic Rail Outturn Weight Figure is less than or equal to one per cent

above the Client Receival Weight Figure is as set out in clause 7.16.1.

7.19 For the removal of doubt, AWBGF will have no liability to the Client or any third party whatsoever howsoever arising in relation to any discrepancy between the AWBGF Domestic Rail Outturn Weight Figure and the Client Receival Weight Figure where:

7.19.1 written notification is not received from the Client within the 48 hour period referred to in clause 7.16.1 or clause 7.16.2, as the case may be; and/or

7.19.2 the Client fails to comply with its obligations under clause 7.17; and/or

7.19.3 the equipment used to calculate the Client Receival Weight Figure has not been Trade Certified.

7.20 The Client must provide written notification to AWBGF of all details of all Client Receival Weight Figures within 48 hours after the time when all relevant Commodities are received at the Client Delivery Location.

Weights - Outturn by Rail (Export)

7.21 In relation to Commodities Outturned for transportation by rail to a Client Delivery Location for Export, the weight figure recorded on each Outloading Weight Ticket (**AWBGF Export Rail Outturn Weight Figure**) is final and binding and AWBGF will have no liability to the Client whatsoever howsoever arising if the Client Receival Weight Figure is less than the AWBGF Export Rail Outturn Weight Figure.

7.22 The Client must, within 48 hours after the time when Commodities Outturned by rail for transportation to a Client Delivery Location for Export are received at the Client Delivery Location, provide AWBGF with full details in writing of the Client Receival Weight Figure and any other documents or records reasonably requested by AWBGF.

Weights - Outturn by Road (Domestic Use and Export)

7.23 In relation to Commodities Outturned for transportation by road to a Client Delivery Location for Domestic Use or Export, the weight figure recorded on each Outloading Weight Ticket

(**AWBGF Road Outturn Weight Figure**) is final and binding and AWBGF will have no liability to the Client whatsoever howsoever arising if the Client Receival Weight Figure is less than the AWBGF Road Outturn Weight Figure.

- 7.24 The Client must, within 48 hours after the time when Commodities Outturned for transportation by road to a Client Delivery Location for Domestic Use or Export are received at the Client Delivery Location, provide AWBGF with full details in writing of the Client Receival Weight Figure and any other documents or records reasonably requested by AWBGF.
- 7.25 Nothing in the preceding provisions of this clause 7 limits clause 15.4.

Indemnity – over Outturn due to inaccurate records

- 7.26 The Client must, if it knows or if it ought reasonably to know, that AWBGF's records or documents are incorrect, inaccurate or out of date, promptly inform AWBGF of the matter and, if possible, promptly provide AWBGF with correct, accurate and up to date records and information. The Client indemnifies AWBGF against all claims, damages, losses, costs, expenses and liabilities suffered, sustained or incurred by AWBGF howsoever as a result of, or arising out of, a breach of this clause by the Client.

8. ON-FARM PICKUP PROGRAM

- 8.1 The Client acknowledges that AWBGF operates an On-Farm Pickup Program, allowing direct delivery of Commodities from Growers' farms to the Storage Facility (**Pickup Program**). The following provisions of this clause 8 apply if item 4 of schedule 1 specifies that the Client has elected to participate in the Pickup Program.
- 8.2 AWBGF's collection and transport of Commodities under the Pickup Program is subject to AWBGF's requirements for the conduct and operation of the Pickup Program as notified in writing by AWBGF to the Client from time to time.
- 8.3 Without limiting clause 8.2, the Client acknowledges that in respect of each delivery of Commodity to the Client made by Growers using the Pickup Program (as notified by AWBGF to the Client in the Grain Receival Ticket applying to that delivery),

the Client will deduct from the proceeds otherwise payable to those Growers for the Commodity purchased, AWBGF's costs of collection under the Pickup Program (**Deduction Amount**). The Client will pay the Deduction Amount to AWBGF within 14 days after receipt of invoice from AWBGF.

- 8.4 AWBGF confirms that Grower participation in the Pickup Program is conditional upon each Grower providing written consent for the relevant Commodity acquirer to deduct the Deduction Amount from the proceeds otherwise payable to those Growers for the Commodity purchased. AWBGF will provide a copy of such consent upon request from the Client.

9. TRANSPORT SERVICE PROVIDERS

- 9.1 The Client agrees to ensure that, in delivering Commodities to or collecting Commodities from any Storage Facility, all Transport Service Providers will:

9.1.1 comply with AWBGF's operating procedures and occupational health and safety guidelines and all requirements and directions given by AWBGF;

9.1.2 comply with all applicable laws including without limitation those relating to occupational health and safety, driving hours, driver fatigue management, loading, unloading, weight or mass limits, dimension limits, load restraint limits, road and rail safety and regulation, vehicle maintenance and vehicle emissions, vehicle mass limits and similar freight and safety obligations and any act, regulation, code or standards of industry best practice applying to the operation of the Transport Services Provider's business or the engagement or management of its personnel (**Applicable Laws**) and use vehicles that are entirely fit for purpose;

9.1.3 provide reasonably detailed evidence of its (and its personnel's) compliance policies and procedures (including its Driver Fatigue Management System) when requested by AWBGF from time to time;

9.1.4 fully, accurately and properly complete, and provide to AWBGF, all vehicle and container weight declarations

and information and any other required documentation relating to loading, weights and freight and safety obligations where required to do so by any Applicable Laws;

- 9.1.5 maintain all equipment and materials used in delivering or collecting Commodities to a standard that allows compliance with all Applicable Laws; and
 - 9.1.6 keep the Client and AWBGF and their employees, agents and sub-contractors informed at all relevant times of all up to date information and documentation reasonably required to allow each of the Client and AWBGF to comply with all Applicable Laws.
- 9.2 The Client acknowledges and accepts that AWBGF may at its sole discretion and without reason and without any liability whatsoever to the Client or any third party, refuse to allow any Transport Service Provider to deliver Commodities to, or collect Commodities from, any Storage Facility.
 - 9.3 The Client indemnifies AWBGF against all claims, damages, losses, costs, expenses and liabilities suffered, sustained or incurred by AWBGF as a result of, or arising out of, any act or omission (including any negligent or unlawful act or omission or any failure to comply with any Applicable Laws) of any Transport Service Provider engaged by the Client to deliver or collect Commodities from any Storage Facility.

10. CARRY-OVER OF COMMODITY

- 10.1 In the event that the Client has any Carry-Over Commodities, AWBGF will, subject to the following provisions of this clause 10, continue to supply the Services to the Client in relation to the Carry-Over Commodities on the terms and conditions of this Agreement (including subject to the payment of Fees in accordance with clause 15) until completion of Outturn of all such Carry-Over Commodities.
- 10.2 The Client agrees to pay AWBGF the applicable Carry-Over Fee in relation to all Carry-Over Commodities within 30 days after receipt of invoice from AWBGF.
- 10.3 AWBGF may require the Client to accept Outturn of the Carry-Over Commodities by giving the Client not less than 30 days' notice in writing (**Outturn Notice**). The Outturn Notice will

specify the date by which the Carry-Over Commodities must be Outturned. In these circumstances, the Client must cooperate with AWBGF in every reasonable way to facilitate Outturn of the Carry-Over Commodities by the date specified in the Outturn Notice (including arranging a Transport Service Provider to transport the Carry-Over Commodities from the Storage Facilities).

- 10.4 Unless otherwise agreed in writing by AWBGF, AWBGF will not receive any Commodity under this Agreement after the Carry-Over Date.
- 10.5 Any Carry-Over Commodity shall be subject to the terms and conditions of the Agreement in respect of the Season in which the Carry-Over Commodity was received by AWBGF.

11. AGGREGATION OF COMMODITY GRADES

The parties acknowledge that for the purposes of:

- 11.1 applying the Shrinkage Allowance under clause 12; and
- 11.2 determining whether any adjustment is due under clause 13,

each different grade of Commodity in respect of which AWBGF supplies Services under this Agreement is to be aggregated across all Storage Facilities at which AWBGF supplies Services in respect of that particular grade and is otherwise to be dealt with separately and not in combination with any other Commodity grade(s).

12. SHRINKAGE

- 12.1 The Client acknowledges that normally occurring environmental influences and unavoidable handling losses will cause a reduction in the weight of Commodities during the course of the provision of the Services. Subject to clauses 7.16 to 7.19 and payment by AWBGF of any amount due under clause 13, it will not be a breach of AWBGF's obligations under this Agreement if, at the Time of Discharge, the weight of the relevant Commodities has reduced by less than or equal to the Shrinkage Allowance having regard to the weight of the relevant Commodities at the Time of Receipt.

12.2 For the purposes of clause 12.1 only and without limiting clauses 7.16 to 7.19, the weight of the relevant Commodities at the:

12.2.1 Time of Receipt, will be the net weight of the Commodities recorded in the Grain Receipt Ticket; and

12.2.2 Time of Discharge, will be the net weight of the Commodities recorded in the Outloading Weight Ticket.

13. ADJUSTMENTS

13.1 After the complete Outturn of each individual grade for each Season at each Storage Facility covered by this Agreement, an adjustment will be made between AWBGF and the Client in respect of any variation between the Outturned Amount and the Outturn Entitlement.

13.2 Subject to clause 21, where the Outturned Amount is less than the Outturn Entitlement, AWBGF will, at its option and in full and final settlement:

13.2.1 pay to the Client an amount (**AWBGF Adjustment**) calculated as follows:

$\text{AWBGF Adjustment} = (\text{Outturn Entitlement} - \text{Outturned Amount}) \times \text{Market Price on the date that AWBGF notifies the Client in writing of the shortfall,}$

or,

13.2.2 within a reasonable period after completion of Outturn, provide the Client with Commodity of the same type, amount and grade from any of the Storage Facilities so that the Outturn Amount equals the Outturn Entitlement.

When the Client has been advised that the Outturned Amount is less than the Outturn Entitlement, notwithstanding clause 14, the Client agrees not to transfer this entitlement to a third party.

13.3 Where the Outturned Amount is greater than the Outturn Entitlement, the Client will pay to AWBGF an amount (**Client Adjustment**) calculated as follows:

Client Adjustment = (Outturned Amount – Outturn Entitlement) x Market Price on the date of final Outturn to the Client.

- 13.4 The AWBGF Adjustment and / or the Client Adjustment (if any) shall be paid within 30 days of receipt of invoice in full and final settlement.
- 13.5 For the removal of doubt, any adjustment pursuant to the preceding provisions of this clause 13 will be made having regard to the aggregate of weight of Commodities Outturned as recorded in each Outloading Weight Ticket, notwithstanding any claim by the Client pursuant to clause 7.16.

14. TITLE TRANSFER

- 14.1 The Client may, in accordance with the applicable procedures of AWBGF in force from time to time (and which shall be provided upon request), transfer its title to all or part of the Commodities to a third party (**Transferee**) provided that:
- 14.2.1 the sum total of the amount or amounts transferred shall be no more than the applicable Outturn Entitlement;
- 14.2.2 the Client has performed all its obligations under this Agreement and has made all payments for Services supplied in respect of the relevant Commodities, up to the date of transfer; and
- 14.2.3 the Transferee agrees, in writing, to be bound by the terms and conditions of this Agreement.
- 14.2 The Client must produce all relevant documents required by AWBGF to effect transfer of its title to the Commodities pursuant to the preceding provisions of this clause 14.

15. AWBGF FEES

- 15.1 In consideration of the supply by AWBGF of the Services, the Client must pay to AWBGF the Fees.
- 15.2 AWBGF will invoice the Client on a calendar monthly basis. AWBGF's invoices must provide the information specified in schedule 2.

- 15.3 The Client must pay the Fees within 30 days after receipt of invoice from AWBGF.
- 15.4 Despite clause 15.3, unless otherwise agreed by AWBGF, all Fees in respect of Commodities to be Outturned or title transferred must be paid in full up to the date of Outturn or transfer. AWBGF is entitled to refuse Outturn or allow transfer of Commodities if the Client fails to comply with this clause 15.4.
- 15.5 If the duration of the Term is greater than 12 months, or if the Term is extended beyond 12 months by agreement between AWBGF and the Client then, subject to clause 15.6, AWBGF may amend the Fees on each anniversary of the commencement of the Term by written notice to the Client. If AWBGF proposes to amend the Fees, AWBGF must provide a revised version of Schedule 2, setting out the new Fees. Schedule 2 of this agreement will be deemed deleted and replaced with the revised Schedule 2 provided by AWBGF under this clause 15.5 with effect from the date 30 days after the date of AWBGF's notice of the amendment of the Fees or, if the notice is provided more than 30 days prior to the nearest anniversary of the commencement of the Term, on that anniversary of the commencement of the Term.
- 15.6 In the absence of any agreement to the contrary between AWBGF and the Client, the amended Fees set out in a notice provided by AWBGF under clause 15.5 must be substantially the same as the standard fees published by AWBGF and charged by AWBGF for similar services to its other customers.

16. GST

- 16.1 Words defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this clause 16 this Agreement.
- 16.2 Unless otherwise expressly stated, any amounts payable for a supply made under this document are exclusive of GST (GST exclusive amount).
- 16.3 Where under this Agreement a taxable supply is made, an amount equal to the GST payable on the taxable supply (**GST amount**) must be paid in addition to, at the same time and in the same manner as the GST exclusive amount otherwise payable for the supply. The party who receives consideration, whether

monetary or otherwise, must issue a weekly tax invoice to the other party in a form which complies with the GST Law in a timely manner. The payer is not obliged to pay any amount until it has received a valid tax invoice in relation to the relevant supply.

- 16.4 If an adjustment event arises in relation to any taxable supply made under this document that gives rise to an increasing adjustment or decreasing adjustment the GST amount must be adjusted accordingly and where necessary a payment must be made to reflect that increasing adjustment or decreasing adjustment. Immediately after the adjustment event arises the supplier must provide a valid adjustment note to the recipient.
- 16.5 If a party (the **first party**) is required under this document, to pay for or reimburse a cost, expense or outgoing of the other party, the amount to be paid by the first party is the sum of:
- 16.5.1 the amount of the cost, expense or outgoing less any input tax credits in respect of the cost, expense or outgoing that the other party (or the representative member of a GST group of which it is a member) is entitled; and
- 16.5.2 if the payment by the first party is consideration for a taxable supply, an amount equal to the GST amount payable by the other party in respect of the taxable supply.

17. TITLE & LIEN

- 17.1 Subject to clause 17.2:
- 17.1.1 The Client warrants and represents that it is, or will be for the entire time that AWBGF supplies Services to it in respect of particular Commodities, the sole legal and beneficial owner of all Commodities with full right, title and interest, free from any mortgage, charge, lien, option, encumbrance or other adverse claim or interest.
- 17.1.2 AWBGF shall have a lien over Commodities as from the Time of Receipt of the Commodities for all moneys payable by the Client to AWBGF on any account whatsoever.

17.1.3 AWBGF will be entitled, upon default by the Client in making any payments due to AWBGF and in exercising the lien referred to in clause 17.1.2, to sell all or any of the Commodities in such manner as it thinks fit and use the proceeds of such sale in or towards satisfaction of the moneys due to AWBGF, together with AWBGF's costs of effecting the sale. The balance of the proceeds of such sale will be paid by AWBGF to the Client.

17.2 The warranty in clause 17.1 shall not apply in relation to any particular Commodities:

- (a) to the extent that the Client notifies AWBGF of the existence of any encumbrance or other security interest affecting those Commodities; and
- (b) in respect of which the Client procures the holder of that encumbrance or security interest over the relevant Commodities enters into a Priority Deed with AWBGF,
 - prior to Receipt of those Commodities by AWBGF.

18. RECORDS

18.1 Each party must keep at its principal place of business proper, complete and current records, books of account and documents relating to the supply of the Services by AWBGF under or in connection with this Agreement (**Records**) and will make the Records available for inspection by officers of the other party upon the giving of reasonable notice.

18.2 The Client must, and must procure that its officers do, comply with all directions or conditions reasonably given by AWBGF in connection with any inspection of the Records.

19. CONTAMINANTS

19.1 The Client must take all reasonable measures to ensure that Commodities containing any pest or insect infestation or any other toxic or other chemical treatments or contamination will not be delivered to the Storage Facility.

19.2 Without in any way limiting clause 19.1, the Client acknowledges that AWBGF is unable to test Commodities on receipt for toxic or other chemical treatments, contaminants or Genetically Modified Materials and, without limiting any other provision of this Agreement and having regard to AWBGF's entitlement under clause 4.6, AWBGF is not liable for any damage to or contamination of any Commodities caused, whether directly or indirectly and howsoever arising, by the storage, handling or Outturn of any Commodities, whether of the Client or any third party, which, on receipt, contained any toxic or other chemical treatments, contaminants or Genetically Modified Materials.

20. WARRANTIES AND INDEMNITY

20.1 The Client warrants that it is fully entitled without the consent of any third person to exercise all of the rights under and do all of the things contemplated by this Agreement.

20.2 The Client indemnifies AWBGF against all claims, damages, losses, costs, expenses and liabilities suffered, sustained or incurred by AWBGF howsoever arising directly or indirectly in relation to any Third Party Claim in relation to any Commodities or otherwise affecting the Client.

21. EXCLUSIONS AND LIMITATIONS

21.1 The parties agree that the only warranties provided by AWBGF under or in connection with this Agreement are those expressly set out in this Agreement. For the removal of doubt and to the maximum extent permitted by law, AWBGF excludes all conditions and warranties implied by law or statute.

21.2 Subject to clauses 7.15 and 13, AWBGF excludes all liability for loss of profits and consequential and indirect loss and damage howsoever arising (including but not limited to loss or damage arising from any breach of this Agreement and/or the negligent act and/or omission of AWBGF). AWBGF acknowledges that nothing in this clause 21.2 limits its obligation under clause 7.6 to Outturn, subject to clauses 7.7 to 7.15 (inclusive), Commodities which, as a minimum, meet the Receipt Standards that apply in relation to the Commodities to be Outturned.

- 21.3 Other than where clause 21.4 applies, despite anything to the contrary contained in this Agreement and where permissible by law AWBGF's total liability to the Client howsoever arising (including from any breach of this Agreement or the negligent act or omission of AWBGF) is capped at a total all inclusive amount of \$50,000.00 for any single incident or event.
- 21.4 If pursuant to any law or statute AWBGF is not permitted, or is held not to be permitted, to exclude any implied condition or implied warranty, notwithstanding clause 21.3, in the event of any breach of any such implied condition or implied warranty in the provision of services to the Client and despite anything to the contrary contained or implied in this Agreement, AWBGF's liability shall be limited, at its option, to the re-supply of such services to the Client or the payment to the Client of the cost of such services.

22. CONFIDENTIALITY

- 22.1 Each party agrees that it will not, and will procure that its personnel do not, make any use of any Confidential Information of the other party for any purpose other than in connection with the performance of its obligations in accordance with the terms of this Agreement and agrees that it will, and will procure that its personnel will, keep such Confidential Information secret.
- 22.2 Each party shall positively guard against, and shall ensure that its personnel positively guard against, the direct or indirect disclosure of the Confidential Information of the other party to any third person.
- 22.3 The obligations of confidence contained in clauses 22.1 and 22.2 shall not be taken to have been breached where the Confidential Information is required to be disclosed by law.
- 22.4 The obligations of confidence contained in clauses 22.1 and 22.2 survive the expiry or termination of this Agreement.

23. TERMINATION

Either party (**Terminating Party**) may terminate this Agreement with immediate effect at any time by notice to the other party (**Breaching Party**) and without prejudice to its rights at law or otherwise if the Breaching Party:

- 23.1 breaches a term of this Agreement which is capable of remedy and fails to remedy that breach within fourteen (14) days after being given written notice to do so;
- 23.2 breaches a term of this Agreement which is incapable of remedy;
or
- 23.3 is placed under some form of official management or insolvency administration or is unable to pay its debts as and when they fall due.

24. NOTICES

24.1 Notice to be given by a party under this Agreement must be:

- (a) in writing;
- (b) directed to the recipient's address as set out in this Agreement or as varied by written notice;
- (c) left or sent by pre-paid registered post, hand delivered, or facsimile to that address;

and will be deemed to be duly given:

- (d) in the case of hand delivery, on the day of delivery;
- (e) three (3) days after the date of posting by pre-paid registered post; or
- (f) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight business hours after that transmission, the recipient informs the sender that it has not received the entire notice,

as the case may be.

24.2 For the purposes of clause 24.1, the parties' respective addresses and facsimile numbers are as set out in item 5 of schedule 1 (unless otherwise notified in writing by one party to the other).

25. INTEREST

All overdue payments under this Agreement will bear simple interest at the rate of interest being two percent (2%) higher than the 90 day Bank Bill Rate offered by the Commonwealth Bank of Australia as at the due date, calculated from the due date to the date of actual payment in full.

26. EVENTS OUTSIDE CONTROL

26.1 Neither party is liable for not performing an obligation in whole or in part, or for not performing it on time (except an obligation to pay money) because of an event beyond that party's reasonable control.

26.2 If an event beyond a party's reasonable control occurs, that party must:

26.2.1 give the other notice of the event promptly and an estimate of the extent of the non-performance and delay;

26.2.2 take all steps to end the event as quickly as possible (but this does not require the settlement of industrial disputes or other claims or unreasonable terms); and

26.2.3 resume compliance as soon as the event no longer affects the party.

26.3 Without limitation, strikes, stop works, lock-outs, boycotts or any other form of labour dispute or industrial action shall be deemed to be events beyond the reasonable control of a party.

26.4 Notwithstanding anything to the contrary contained in this Agreement, AWBGF is not liable to compensate the Client or any third party for any losses sustained or damages suffered by the Client and arising from an event beyond the reasonable control of AWBGF.

27. INSURANCE

27.1 Subject to clauses 27.2 - 27.4 during the Term of this Agreement AWBGF will obtain and keep current insurance for the risks of physical loss or damage to the Commodity during such time as

the Commodity is in the possession, custody and control of AWBGF.

- 27.2 Insurance under clause 27.1 will not be provided for any Commodity that is for the time being wholly or partly in the possession custody or control of any other person, including without limitation any subcontractor or third party freight provider of the Client.
- 27.3 The terms of insurance under clause 27.1 are in the reasonable discretion of AWBGF.
- 27.4 AWBGF will notify the Client as soon as is reasonably practicable if it is unable for any reason to provide insurance under clause 27.1.
- 27.5 The Client warrants that it shall procure and maintain at its own expense current insurance with a first class underwriter which includes all loss and damage to the Client's Commodity that is outside AWBGF's insurance responsibility as is set out in clauses 27.1 - 27.4; and in addition to the obligations in clause 9.1.3, the Client warrants that it shall procure and maintain from a first class underwriter at its own expense current (i) fully comprehensive vehicle insurance cover; and (ii) third party damage insurance of at least \$20,000,000; and (iii) public liability insurance of at least \$20,000,000.

28. DISPUTES

- 28.1 Subject to clause 28.6, the parties must attempt to settle any dispute under or relating to this Agreement (**Dispute**) in accordance with this clause 28 before resorting to external dispute resolution mechanisms.
- 28.2 A party claiming that a Dispute has arisen must notify the other party, at which time the parties must exchange all documents and other relevant information relevant to the dispute and refer the matter for discussion to representatives appointed and authorised to settle the dispute on their behalf.
- 28.3 If a dispute is not resolved within seven (7) days after notice is given under clause 28.2, the parties must meet within a further seven (7) days (or such other time period agreed between the parties) and negotiate in good faith to agree upon:

- 28.3.1 a process to resolve the Dispute through means other than litigation, such as further negotiation, mediation, conciliation or independent expert determination;
 - 28.3.2 the procedure and timetable for any exchange of documents and other information in relation to the Dispute;
 - 28.3.3 procedural rules and timetable for the conduct of the selected mode of proceedings;
 - 28.3.4 a procedure for selection and compensation of any neutral person; and
 - 28.3.5 whether the parties should seek the assistance of a dispute resolution organisation such as the Australian Commercial Disputes Centre.
- 28.4 If the parties cannot agree within the further seven (7) day period (or such other period agreed between the parties) referred to in clause 28.3 on a process for resolving the Dispute, or the Dispute has not been resolved within fourteen (14) days of the parties agreeing a process for resolving the Dispute under clause 28.3, then either party may by notice terminate the Dispute resolution process and may then commence court proceedings relating to the Dispute.
- 28.5 The exchange of information or documents or the making of any offer of settlement under this clause is for the purpose of attempting to settle the Dispute and is provided or made on a without prejudice basis.
- 28.6 A party may commence court proceedings relating to any Dispute at any time if that party is seeking urgent interlocutory relief or if the other party has failed to comply with the requirements of this clause 28.

29. GENERAL

29.1 Entire agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this Agreement in relation to the subject matter of this Agreement

binds the parties. Accordingly, all correspondence, negotiations and other communications between the parties in relation to the subject matter of this Agreement which precede this Agreement are superseded by and merged in it.

29.2 Amendment

This agreement may only be amended in writing signed by both parties and not in any other manner.

29.3 Waiver

29.3.1 The failure by any party at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of those powers, remedies or rights or affect the party's rights to enforce those powers, remedies or rights at any time.

29.3.2 Any single or partial exercise of any power, remedy or right does not preclude any other or further exercise of it or the exercise of any other power, remedy or right under this Agreement.

29.4 Severance

If any provision or part of a provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision or part of a provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining part(s) of the prohibited, invalid or unenforceable provision or any other provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

29.5 Governing Law

This agreement is governed by the law in force in the State of New South Wales and the parties submit to the jurisdiction of the courts of that State.

29.6 Assignment and Novation

29.6.1 Subject to clause 29.6.2, neither party may assign or transfer any of its rights or novate any of its obligations under this Agreement without the prior written consent of the other party and no assignment of any obligation

will be effective until the assignee has covenanted in favour of, and in form satisfactory to, the non-assigning party, to assume and to be bound by the obligations assigned.

29.6.2 AWBGF may assign or transfer any of its rights or novate any of its obligations under this Agreement to any Related Body Corporate of AWBGF.

29.7 Set Off

AWBGF may set off against any monies that it owes to the Client under or in connection with this Agreement, any monies that are owed by the Client to AWBGF

29.8 Advertising

AWBGF shall be entitled to advertise the fact, at all relevant Storage Facilities, that the Client is a buyer of commodities from those facilities and shall further be entitled to advertise appropriate Client contact details for the purchase of commodities from those facilities.

EXECUTED as an agreement

SIGNED for and on behalf of
AWB GRAINFLOW PTY LTD
(ABN 62 088 928 858)
by its duly authorised
representative
in the presence of:

.....
Signature of Witness

.....
Signatory sign here

.....
Name of Witness (please print)

.....
Name of signatory
(please print)

.....
Position

SIGNED for and on behalf of
THE PARTY IDENTIFIED IN
SCHEDULE 1 ITEM 1
by its duly authorised
representative in the presence of:

.....
Signature of Witness

.....
Signatory sign here

.....
Name of Witness (please print)

.....
Name of signatory
(please print)

.....
Position

SCHEDULE 1**ITEM 1
CLIENT**

 [# insert details including ACN]
**ITEM 2
TERM**

From 1 October 2009 until 30 September 2010,
but always subject to clause 10.5

**ITEM 3
STORAGE FACILITIES**

Beanbri, Bellata, Gilgandra, Nyngan,
Narromine, Bogan Gate, West Wyalong,
Stockinbingal, Grong Grong,
Oaklands, Sealake, Birchip, Charlton
Dimboola, Pinnaroo, Mallala, Crystal Brook
Maitland, Talwood, The Gums, Jondaryan &
Surat

**ITEM 4
PARTICIPATION IN
ON-PICKUP PROGRAM**

Yes / No [*choose alternative, refer clause 8*]

**ITEM 5
NOTICES - ADDRESSES AND
FACSIMILE NUMBERS****AWBGF**

AWB GrainFlow Pty Ltd
GPO Box 4562
Melbourne Vic 3001

Fax (03) 9670 0117
Attention: Andrew Witney

Client

#

SCHEDULE 2
FEES & INVOICING