

On-Farm Pickup Growers Standard Terms & Conditions 2011-12 Harvest Season

AWB GRAINFLOW PTY LIMITED (ABN 62 088 928 858)

1. Background

- (a) "You" are the person named as the "Grower" on the completed and signed "On-Farm Pickup Growers Registration Form" attached to these terms and conditions.
- (b) AWB GrainFlow Pty Limited (ABN 62 088 928 858) (**we or us or our**) has co-operative relationships with various grain marketers (**Marketers**). Details of the Marketers are available separately. At your request we can arrange for a transport contractor (**Cartage Contractor**) to collect grain (**Your Grain**) from the property specified in your On-Farm Pickup Growers Registration Form (**Your Farm**) and deliver it to a Marketer selected by you (**On Farm Pickup Program**).
- (c) By signing the On-Farm Pickup Growers Registration Form you agree that these terms and conditions apply to your participation in the On-Farm Pickup Program and to every request for grain cartage that you make under the program.

2. Changes to these terms

We can amend these terms and conditions, including the Published On-Farm Pickup Grower Rates referred to in clause 7(c), from time to time by written notice to you and the amendments will take effect as from the date stated in the notice.

3. Your acknowledgment

You acknowledge and agree that:

- (a) the On Farm Pick Up Program is a limited service whereby we arrange, only, for a Cartage Contractor to collect and deliver Your Grain and neither we nor the Marketers have any other responsibility in connection with the collection and delivery of Your Grain by the Cartage Contractor other than for arranging that collection;
- (b) without limitation, we have no responsibility for any loss or damage suffered to Your Grain prior to it being completely discharged at the relevant AWB GrainFlow Centre nor any responsibility for any loss or damage to your other property sustained in connection with the collection of Your Grain by the Cartage Contractor. You agree that you will not make any claim against us in relation to any such loss or damage and that you must deal directly with the Cartage Contractor in relation to any claims for such loss or damage;
- (b) you will comply with all laws in connection with the collection and/or delivery of Your Grain;
- (c) neither we nor any Marketer tests or inspects Your Grain prior to collection and/or delivery and we and the Marketers rely on your representations and information regarding the quality and lack of contamination of Your Grain and also on the information and requests you provide to us; and
- (d) if there are any mistakes, omissions, deliberate misinformation or deliberate misrepresentations in any information you communicate to us or any Marketer you will bear all responsibility and liability for any cost, loss or damage arising as a consequence.

4. Our agreement

Subject to these terms and conditions, we will use best endeavours to arrange, as requested by you from time to time:

- (a) collection of Your Grain from Your Farm; and
- (b) delivery of Your Grain to the grain receiptal and storage facility specified in your On-Farm Pickup Growers Registration Form (AWB GrainFlow Centre), for the purpose of sale to the Marketer nominated by you.

5. Your obligations

You must comply with all procedural requirements that we notify to you from time to time in relation to use of the On Farm Pickup Program.

6. Compliance with receiptal standards

You bear all responsibility for making sure that Your Grain complies with the applicable industry receiptal standards of Your Marketer (**Receiptal Standards**) and you are liable for any cost, loss or damage arising as a consequence of Your Grain failing to comply.

7. Deductions

- (a) You acknowledge and agree that Your Marketer (for each separate collection and/or delivery) will pay us for the services provided under the On Farm Pickup Program and Your Marketer will recoup those payments from you by deducting the amount of those payments from the price Your Marketer pays to you for the purchase of Your Grain (**Deductions**). Deductions will be calculated in accordance with paragraph 7(c).
- (b) For the purpose of calculating the Deductions:
 - (i) the distance of Your Grain will be the distance declared by the Cartage Contractor when delivering Your Grain to the AWB GrainFlow Centre and recorded in the delivery ticket (**Delivery Ticket**) issued by us at the time of delivery of Your Grain (**Distance**); and

- (ii) the tonnage of Your Grain will be the tonnage registered by the weighbridge at the AWB GrainFlow Centre at the time of delivery and recorded in the Delivery Ticket (**Tonnage**).
- (c) The Deductions will be equal to amounts calculated by us multiplying the Tonnage by the applicable On-Farm Pickup Grower Rates published by us at the AWB GrainFlow Centre on the actual day(s) that Your Grain is collected from Your Farm (**Published On-Farm Pickup Grower Rates**).
- (d) Without limiting paragraph 3, if for any reason in respect of a particular delivery of Your Grain, the Marketer to whom Your Grain is sold is not liable to pay us for the collection of Your Grain (eg, because the grain is sold to a Marketer that does not participate in this program or if Your Grain does not meet the Receiptal Standards), you agree to pay an amount equal to the Deductions to us, or as we direct, upon demand.
- (e) Any dispute arising in relation to the Distance and/or Tonnage will be referred to our On-Farm Pickup Coordinator for Investigation. The On-Farm Pickup Coordinator will determine the dispute and his decision will be final and binding.

8. Risk

You agree that risk in relation to Your Grain remains with you until it is completely discharged at the AWB GrainFlow Centre. We strongly recommend that you have and maintain appropriate insurance to cover this risk.

9. Indemnity

You agree to indemnify each of us, the Cartage Contractor, and any relevant Marketer from and against all claims, cost, loss or damage arising in any way from or in relation to any breach by you of these terms and conditions or your responsibilities in relation to these terms and conditions (including, without limitation, the cost of returning Your Grain to Your Farm and/or warehousing it if Your Grain is rejected or you give us incorrect or incomplete delivery information).

10. Exclusions

- (a) We make no representations or warranties except as expressly set out in these terms and conditions and we exclude all implied conditions and warranties to the maximum extent permitted by law.
- (b) To the extent permitted by law we will not be liable to you for any cost, loss, damage or contamination arising from your use of the On Farm Pickup Program.
- (c) Without limiting this paragraph 10, our total liability to you is limited to:
 - (i) \$1,000.00; or
 - (ii) supplying our services again; or
 - (iii) the cost of having our services supplied again.

11. Other

- (a) If any provision of these terms and conditions is held unenforceable for any reason, the remainder of these terms and conditions will remain otherwise in full force, apart from the relevant provision which will be deemed deleted.
- (b) You agree that Marketers are entitled to rely on any acknowledgment or agreement given or made by you in these terms and conditions that is expressed to apply to or for their benefit, as if those acknowledgements or agreements were given or made by you directly to Marketers.
- (c) We may set off against any amounts that we or any of our Related Bodies Corporate (as that expression is defined in section 50 of the Corporations Act (2001)) owe to you any amounts that you owe to us in connection with the On Farm Pick Up Program.

12. GST

- (a) Words defined in the A New Tax System (Goods and Services Tax) Act (1999) have the same meaning in this paragraph 12.
- (b) Unless otherwise expressly stated, any amounts payable for a supply made under this contract are exclusive of GST (**GST Exclusive Amount**).
- (c) If you are liable to pay us for a taxable supply, you must pay to us an amount equal to the GST payable on the taxable supply in addition to, at the same time and in the same manner as the GST Exclusive Amount otherwise payable for the supply.