# **GrainFlow**<sup>®</sup> 2023-2024 Season Growers Warehousing Agreement QLD NSW VIC (Winter Crop)

## **DISCLOSURE NOTICE**

This disclosure notice provides information about some particular terms of this Agreement, but does not form part of, or affect the interpretation of this Agreement.

You should be aware that this agreement contains terms that affect the rights and obligations of the Customer, including terms that:

- Exclude GrainFlow's liability for consequential loss and otherwise limit GrainFlow's liability (to the extent permitted by law).
- Impose obligations on You to indemnify GrainFlow in certain circumstances where You have not complied with obligations under the agreement.
- Permit GrainFlow to provide data about You and data provided by you (including personal information) to third parties in a way that may identify You and relevant individuals.

Customers should read all of the terms and conditions of this Agreement carefully and seek legal advice if you have any questions about these or other terms of the Agreement.

## **IMPORTANT GROWER INFORMATION**

This document and the Receival and Warehousing Terms and Conditions 2023-24 (agreement available at www.grainflow.com.au/growers) constitute our agreement with the Grower identified below (you or your) in relation to the provision of receival, warehousing, storage and related services. By signing this document you agree to be bound by the Receival and Warehousing Standard Terms and Conditions 2023-24. This document must be completed prior to your first delivery. Capitalised terms not otherwise defined in this document have the meaning given to them in the Receival and Warehousing Standard Terms and Conditions 2023-24.

Storage is free for the month of delivery or part thereof (regardless of when in that month delivery occurs) and the subsequent three months. Any grain that has not been transferred to a participating marketer after the expiration of this period and remains warehoused at midnight on the last day of the fourth month will incur a storage fee of \$2.06 per tonne (ex GST) per month for all cereal, oilseed and pulse storage.

For example, grain delivered in December 2023 will not incur a storage fee until April 2024 (grain in warehouse midnight 31st March 2024).

Grain not transferred by midnight September 30th 2024 will incur an ongoing monthly fee of \$3.35 per tonne (ex GST) for cereal grain and for all oilseed and pulse storage.

Should you sell your warehoused grain there are several ways in which you can transfer your tickets:

- On-line via the GrainFlow Grower Portal (www.grainflow.com.au/growers)
- Call our Grower Service Centre on 1800 447 246

HALOXYFOP: Growers will be asked to provide a declaration as to whether crops have been treated with haloxyfop when tendering crops for delivery. GrainFlow reserves the right in its absolute discretion to refuse deliveries of crops treated with haloxyfop.

# NARROMINE SITE: No outturn service available this season. All grain received at this site must be sold to Cargill by 15 September 2024.

### WAREHOUSE INFORMATION - PRIVACY

Unless you tick the box below, by entering into the Agreement you authorise Grainflow to collect and use your personal information (as defined in the Privacy Act 1988) for the purposes referred to in clause 15 of the Agreement (including releasing your personal information and warehouse information to GrainFlow's Related Bodies) for the purpose of marketing other products and services to you and/or for any other purposes relating to our business operations and our dealings with you.

□ <u>I consent</u> to GrainFlow releasing my personal information and warehouse information in the manner set out above.

#### OTHER PRIVACY INFORMATION

You can withdraw your consent, opt-out, update or correct any of your information at any time by contacting the GrainFlow Service Centre on 1800 447 246. You can also access your personal information and warehouse information, subject to the provision of the Privacy Laws, by contacting the Grower Service Centre. For full details of GrainFlow's privacy policy refer to www.grainflow.com.au/growers. Any privacy complaints should be made in writing to The Privacy Officer, AWB GrainFlow Pty Ltd, Level 11, Twenty8 Freshwater Place, Southbank Victoria 3006.

Grower (First Name)				Grower (Last	t Name)				
Grower (Tradi	ng Name)								
Grower Addre	ess								
Town					P	ost Code	,		
Phone		( )			Fa	ax	( )		
Email Address									
NGR Number	(s)								
Signed by or on behalf of the Grower			GrainFlow Storage Facility						
(Grower or Representative)				(GrainFlow Representative)					

**Agreement Date** 

By signing this document you agree to bound by the Receival and Warehousing Terms and Conditions 2023-24 available at www.grainflow.com.au/growers and declare that the information provided by you/on your behalf is accurate, complete and not misleading and that if you are not the Grower, you are authorised to sign this document on behalf of the Grower identified above. You indemnify Grainflow and each of its directors and officers against any claim, action, damage, loss or liabilities we may suffer or incur as a result of any misleading information in this document or connected with the Grower's deliveries.