

**Lake Grain Pty Ltd Storage and Handling Agreement
2020/2021**

This Agreement is for the storage and handling of the commodity specified in Schedule 1 pursuant to the following terms and conditions

Agreement Date:

The Agreement is between:

STORER: Lake Grain Pty Ltd

Contact: Derek Davis
Address: PO Box 261, Lake Cargelligo NSW 2672
ABN: 36 153 319 530
Phone: 0429 982 257
Email: admin@lakegrain.com.au

And **CLIENT:**

Contact
Address
ABN
NGR
Phone
Fax
Email

The above parties have entered into a contract on the following terms and conditions:

These terms and conditions form part of the GTA Storage and Handling Agreement.

1. BACKGROUND: This Agreement applies 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 provide the Service including, without limitation, to store the Commodity for the Fees as specified in Schedule 1. The Storer agrees to store the Commodity subject to the terms and conditions of this Agreement at the Storage Site in clean, dry, ventilated and in all circumstances appropriate storage facilities including without limitation silos, storage bins and/or covered bunkers. Under this Agreement, any weighbridge docket and quality testing results shall be evidence of the quantity and specification of the Commodity being stored.

In providing the Services, the Storer will take reasonable steps to:

- (a) provide and maintain all equipment, facilities and materials necessary to perform the Storer's obligations under this Agreement;
- (b) keep complete and accurate records in respect of the Services;

- (c) ensure the safe storage of Commodity and that it remains free of insects and contaminants; and
- (d) maintain a high standard of hygiene at the Storage Site.

Where the Commodity:

- (a) comprises commodity acquired by the Client from the Storer by In-Store Transfer; and
- (b) immediately before that acquisition was in the possession and ownership of the Storer and stored at the Storage Site; and
- (c) on and after that acquisition remains, at the will of the Client, in the possession of the Storer at the Storage Site and thereby becomes commodity the subject of this Agreement, with the Storage Commencement Date being the date of that acquisition,

The Storer represents and warrants to the Client that:

- (A) the description of the Commodity in Schedule 1 (grain type, weight, grade, variety, applicable standard) is true and accurate; and
- (B) the Commodity meets the Storer's Receival Standards.

3. RECEIVAL: In connection with the supply of Services by the Storer, the Storer will provide an administrative service to the Client enabling the sale of commodities by In-Store Transfer to the Client on a cash, contract or pool price basis.

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. 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 promptly 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 will not be commingled with Commodity of the like type and specification, or any other type of commodity.

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. .

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 at 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 where the Client acquires the Commodity by In-Store Transfer-. Receival fees will be levied against the delivered tonnage. All other charges will be levied against the shrunk tonnage.

8. OUTTURN:

- (a) The Storer will Outturn the Commodity on request by the Client in accordance with the Outturn Entitlement from time to time subject to the following provisions of this clause 8.
- (b) On Outturn of the Commodity the Storer must ensure that the Commodity at the time of Outturn meets the Receival Standards and satisfies the Outturn Entitlement.
- (c) The Client must notify the Storer in writing of any failure to comply with the applicable Receival Standards or to satisfy the Outturn Entitlement ("Outturn Defect") (together with the Client's test results, if any, which demonstrate the Outturn Defect).
- (d) Where there is an Outturn Defect the Storer must either, at its option:
 - (1) pay to the Client an amount reasonably calculated by the Client to be its loss suffered as a result of the Outturn Defect, as notified by the Client to the Storer in writing; or
 - (2) replace the Commodity with commodity that is free from Outturn Defects.
- (e) In regard to weight and quantum of the Commodity, it is acknowledged that satisfaction of the Outturn Entitlement will take into account any portion of the Commodity previously outturned or transferred.

For the Commodity to be Outturned the Client must give the Storer notice as specified in the Notice Period (or two days if no period is specified) in advance, in writing, as to when the Commodity will be removed and method of transport required.

9. TRANSFER

- (a) To transfer Commodity to a third party ("Transfer") , including without limitation by In-Store Transfer and Transfer to the Storer, the Client must complete and execute the Title Transfer set out in Scheduler 2. Title in the Commodity 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. In the case where the Commodity will continue in the possession of the Storer, the Client warrants that the transferee is on notice of this Agreement.
- (b) The Storer must ensure that on any transfer of Commodity the Commodity at the time of transfer meets the Receival Standards and satisfies the Outturn Entitlement,
- (c) In regard to weight and quantum of the Commodity, it is acknowledged that satisfaction of the Outturn Entitlement will take into account any portion of the Commodity previously Outturned or transferred.

10. 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 the 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 is to

be made by telegraphic or bank transfer to the Storer's nominated bank account, free of expense to the Storer.

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

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

13. 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 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 the Commodity on request.

14. INSOLVENCY: In the event of insolvency of the Storer, the Client remains the owner of the Commodity. The Client will be entitled to immediate discharge, Outturn or Transfer of the Commodity, on demand, subject to any lien.

15. LIABILITY: The Storer acknowledged that nothing in this Agreement limits its obligation under clause 8(b) or clause 10(b) to ensure that the Commodity at the time of Outturn or Transfer, as the case may be, meets the Receival Standards and satisfies the Outturn Entitlement.

16. INSURANCE: The Storer is under no obligation to insure the Commodity against loss, damage or destruction. The Client may insure the Commodity on terms acceptable to it in its discretion.

17. DOMICILE: This Agreement shall be governed by and shall be construed in accordance with the law of New South Wales.

18. RULES OF TRADE: These terms are subject to the Trade Rules of the 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 this Agreement and the Trade Rules, this Agreement will prevail.

19. ARBITRATION: Any dispute arising out of this Agreement, including the existence of this 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 date of this Agreement 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 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.

20. DEFINITIONS AND INTERPRETATION

(a) Definitions

Agreement means this agreement, including each schedule.

In-Store Transfer means the transfer of title of a commodity from the Storer to the Client where, prior to such transfer, the commodity is in the possession of the Storer, and, after such transfer, the commodity remains in possession of the Storer under a bailment arrangement.

Outturn means the removal of the Commodity from the Storage Site and the loading of the Commodity for transportation by a transport service provider.

Outturn Defect has the meaning given to this term in clause 8(b).

Outturn Entitlement means the total weight of the Commodity (in tonnes) required to be Outturned by the Storer under this Agreement, being the aggregate weight, type and grade of the Commodity received at the Storage Site as recorded in Schedule 1, subject to allowance for shrinkage in accordance with clause 7.

Receival Standards means the Storer's standards for the receival and classification of commodities delivered to the Storage Site as notified by Storer to the Client from time to time.

Services means the receival of the Commodity at the Storage Site, the storage and handling of the Commodity and the Outturn of the Commodity.

(b) Interpretation

- (i) In this Agreement, "receive" and "deliver" (and their etymological derivatives) when used in relation to the Commodity are deemed to include continuation of the Commodity in the possession of the Storer after a transfer of ownership of the Commodity from the Storer to the Client where, prior to such transfer, the Commodity was in the possession of the Storer.
- (ii) Terms not defined in this clause 22 have the meanings given them, or are as described, in Schedule 1.

Schedule 1 to the Lake Grain Pty Ltd Storage and Handling Agreement

Client Details			
NGR: Trading Name: Address: Phone: Email:			
Storage Term	From (Storage Commencement Date)	Until	
Nominated facilities		Min Inturn TPH	Min Outturn TPH
LAKE GRAIN Pty Ltd of PO BOX 261 Lake Cargelligo, NSW, 2672 Storage Site			
Commingling	Yes		
Commodity (grain type)	Grade/variety	Applicable Standard	
Allowable shrinkage	0.7%		
Intake Fee/mt	Wheat \$7.54/mt	Barley – Feed \$7.54	Barley – Food & Malt \$9.67
Outturn Fee/mt	\$6.79		
Monthly carry Fee/mt	\$1.65 (including monthly commencement date)		
Other Conditions	In signing this agreement, the Client acknowledges that Lake Grain Pty Ltd is a Pesticide and Residue Free (PRF) site. Treated grain will not be accepted into this site		

Signatures

Signed on behalf of the Client	Print name	Date
Signed on behalf of Lake Grain Pty Ltd	Print name	Date

Please email (preferred) completed form to admin@lakegrain.com.au
Or Post to Lake Grain, PO Box 261 Lake Cargelligo NSW 2672

**Schedule 2 to the Lake Grain Pty Ltd Storage and Handling Agreement
Grower to buyer warehouse Title Transfer Form**

This form is to be used for growers to sell their warehoused grain to another buyer.

A: Seller/Buyer Details			
Seller Name	Lake Grain Pty Ltd	Buyer Name	
Contact Name	Derek/Melissa Davis	Contact Name	
Phone	0429 982 257	Phone	
Email	admin@lakegrain.com.au	Email	

B: Grain Transfer Details		
Contract Number	Grade	Tonnes
For extra loads, please attach	Total	

C: Seller/Agent Authorisation		
I, the above grower/agent, confirm that the tonnage of grain has been sold to the Buyer and agree to accept the storage charges as per the terms and conditions of the Storage and Handling Agreement. Authority is given to Lake Grain Pty Ltd to transfer the grain accordingly. Transfer of the above grain will not be deemed to have occurred until this Title Transfer Form has been executed by Lake Grain Pty Ltd. The effective date of transfer shall be the date on which the Grower's signed copy of this Grower to Buyer Title Transfer Form is received at the location as advised on the form.		
Signature:	Name :	Date:
Agent Details:		
Trading Name:	Agent Ph:	Email:

D: Buyer/Agent Authorisation		
I, the above Buyer/Agent, confirm acceptance of the above tonnage of Grain from the above Grower/seller and agree to accept receival fee and all ongoing fees from the date on which the Grower's signed copy of this Grower to Buyer Title Transfer Form is received at the location as advised on the form, and all conditions as per the Storage and Handling Agreement, as if delivered to Lake Grain Pty Ltd in the Buyer's name.		
Signature	Name:	Date
Agent Details:		
Trading Name:	Agent Ph:	Email:

Please email (preferred) completed form to admin@lakegrain.com.au
Or Post to Lake Grain, PO Box 261 Lake Cargelligo NSW 2672