

GTA Storage and Handling Agreement

Effective from 1st October 2023

This agreement is for the storage and/or warehousing and/or on-farm storage of the commodity specified in Schedule 1 pursuant to the storage and handling terms and conditions as follows.

Agreement Date:

This agreement is between:

STORER:	
Name:	
Contact:	
Address:	
Town:	
State:	Post Code:
ABN:	
Phone:	
Email:	
CLIENT:	
Name:	
Contact:	
Address:	
Town:	
State:	Post Code:
ABN:	
Phone:	
Email:	

The 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:** 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.

3. **RECEIVAL:** The Storer will sample, provide quality testing services, classify into available grades, weight, store and load (if available) rail or (if available) road transport or transfer title to 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. The Storer's weighbridge and quality testing data recorded on Receival shall be prima facie evidence of the quantity, quality, variety, grade, specification and condition, of the Commodity Received and being stored.
4. **STORAGE:** The Commodity received and stored/warehoused may be commingled with Commodity of the like or similar kind, type, grade and/or specification without notice to the Client, in which case the commingled Bulk shall be jointly owned by all parties whose Commodity has been so commingled (regardless of whether the type and specification of the Bulk is the same as each or any commingled commodity as recorded on receival) to the exclusion of all other persons including but not limited to the Storer. If the Commodity has not been removed before the end of the initial term, the Client will be bound by the terms of any new season Agreement 28-business days from the Storer giving notice of the terms of any new season Agreement.
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 will regularly inspect the Commodity for the presence of insects, disease and/or contamination. In the event of infestation being detected, or in accordance with industry practice to prevent infestation, the Commodity will be treated by the Storer at the Storer's cost with chemicals in accordance with industry practice 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 including 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. **DISPATCH/STOCK ENTITLEMENT:** The Storer will maintain an electronic record of weights, types, grades and specifications of the Client's Commodity Received, Outturned, Regraded and Transferred, subject to shrinkage allowance, the running balance of which shall be the Client's **Stock Entitlement** current particulars of which shall be provided to the Client on request. The Storer's electronic records will be prima facie evidence of the Client's Stock Entitlement. To remove the Commodity from storage, 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 (**Outturn Request**), advising quantity, grade and specification, name of transport provider and estimated time of arrival of transport provider. The Storer will confirm written particulars of outturn (**Outturn Confirmation**) as soon as is practicable following receipt of an Outturn Request.

9. **ADJUSTMENTS:** If for any reason beyond Storer's control it does not hold sufficient Commodity of the type, grade and specification of Client's Commodity at the time the Client or a purchaser submits an Outturn Request, Storer is entitled to satisfy any such physical shortfall by (at Storer's option) payment of compensation at Fair Market Price 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 at Schedule 2. Title in the grain is not transferred until the title transfer is executed by the Client, the transferee and the Storer; the Client has advised the Storer that full payment has been received and notice of confirmation of transfer has been issued to the transferee by the Storer. 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 nominated bank account, free of expense to the Storer. The storage fees set out in Schedule 1 shall apply only from the date of this Agreement to 31st October of the year following commencement and may, on first providing the Client 28-days' written notice, be varied by the Storer in its discretion annually on that date. The Storer and Client acknowledge that all fees and charges payable as stated in this Agreement have been calculated on a GST exclusive basis unless otherwise stated.
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 Client 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 Weighbridge. 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 electronic 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, and any regrades. The Storer agrees that all documentation must be kept in accordance with statutory requirements and will provide the Client with details of its stored Commodity on request.
16. **INSOLVENCY:** If the Storer experiences an Insolvency Event, the Client or any Purchaser remains the legal and beneficial owner of the Commodity and/or of a proportionate share of any Bulk, regardless of whether the Bulk is of the same grade and standard as the Commodity

recorded on Receipt. Subject to any relevant provisions of the Corporations Act, the Client will be entitled to immediate discharge of its Stock Entitlement, 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 where an industry method to test for the contamination is not available. The Storer is not liable for any direct or consequential damage caused by or otherwise relating to the storage or handling of the 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 the 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 Client to submit evidence of the above.
19. **PPSA AND SECURITY INTEREST:**

To the extent permissible by law, the Storer grants the Client a registerable security interest over any Bulk into which its Commodity has been comingled, for the purposes of the PPSA.
20. **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.
21. **RULES OF TRADE:** These terms are subject to the Trade Rules of 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.
22. **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 with it, 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 the parties to this agreement shall be deemed to be aware.
23. **CONFLICT AND SEVERANCE:** If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
24. **TIME:** Time is of the essence.

25. **DEFINITIONS:** The following words have the corresponding following meanings in this Agreement unless a contrary intention appears:

Addendum means any addendum modifying this Agreement signed by the Storer and the Client.

Bulk means, in the case of commingled grain,

(a) all grain of the same kind at the Facility; failing which

(b) all grain in a Cell

Business Day means any day on which the principal office of the Storer is open for business and does not include Saturday, Sunday or a day that is a gazetted public holiday.

Cell means a silo, shed, bunker, bunker bag or other physical unit for storage of a Commodity.

Charges means those charges calculated in accordance with Schedule 1.

Client means a person that uses the Facilities for storage of Commodity and may, if the context permits, include the Storer.

Commingling is the situation where commodity owned by different Clients may be stored together in the same Cell. The commodity can include the same, similar and different grades and specifications.

Commodity means the commodity specified in Schedule 1 and (as the context requires) any bulk into which the Commodity has been commingled.

Damaged commodity means Commodity that has been damaged or deteriorated to such an extent that it can no longer be classified by any Receival (Classification) Standards and is only of salvage value or suitable for disposal.

Delivered means, in respect of the Commodity, the point and time at which the Commodity first arrives at a Facility.

Facility means all Commodity receival, storage Cells and handling facilities used by the Storer in connection with the provision of services under this agreement.

Fair Market Price is defined and will be calculated in accordance with the GTA Trade Rules.

Grade means the grade of Commodity of a given Season specified in the Receival Standards applied by the Storer of that same Season, or any other grade agreed by the Parties.

GTA means Grain Trade Australia Ltd.

GST means the tax imposed by the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

Harvest means the period of time during which Commodity may be harvested and Delivered.

Industrial Disputes includes a strike, stop-work, boycott or lockout.

Insolvency Event means in relation to a Party:

- (a) A receiver, receiver and manager, administrator, trustee or similar official is appointed over the whole or a substantial part of the assets or undertaking of the Party and is not removed within 30 days;
- (b) The Party suspends payment of its debts generally;
- (c) The Party is insolvent within the meaning of the *Corporations Act 2001* (Cth);
- (d) The Party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (e) An application (other than a vexatious application) or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the Party or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the Party otherwise than for the purpose of an amalgamation or reconstruction, which has the prior written consent of the other Party and, in case of an application, the application is not withdrawn or dismissed within 60 days: or
- (f) An administrator is appointed under Division 2 of Part 5.3A of the *Corporations Act 2001* (Cth) and, except in the case of an appointment by the Party of its directors, is not withdrawn or removed within 14 days.

Outturn means:

- (a) The loading of Commodity from Facility for transportation to Non Storer Facility or such other place as directed by the Client;
- (b) The disposal of Damaged Commodity and/or Waste; or
- (c) Any other outturn required and directed by the Client for the purpose of stock accounting.

Party means, depending upon the context, either the Storer or the Client.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Receival means the process of testing, weighing, tipping, inwardly elevating and placing of Commodity into the Facilities on behalf of a Grower or Client.

Receival and Outturn Standards means the standards as published on the Storer website in respect of Receival, at the time the Commodity is received, and in respect of Outturn, at the time of Outturn.

Registered Weighbridge means a weighbridge that can be used for trade purposes, which has been calibrated and has Certificate of Verification issued by the National Measurement Institute or alternative government authority.

Season means the period of 12 calendar months commencing on the date specified in Schedule 1 or where no date is specified the period from 1 November to 31 October.

Shrinkage means the quantity of Client Commodity which is lost in the normal storage and handling process including:

- (a) loss of mass through changes in moisture content;
- (b) handling; and
- (c) Waste,

but does not include Commodity lost as Damaged Commodity.

Stock Entitlement has the meaning described at clause 8.

Storage means storage of the Commodity in clean, dry, ventilated and in all circumstances reasonably (in the Storer's sole opinion) appropriate storage facilities including, without limitation, sheds, silos, storage bins and/or covered bunkers.

Storer means the person or company specified on page 1 of this Agreement.

Transfer means effecting and recording in the Storer's electronic records the purchase or sale of Commodity while in storage in a Facility or the physical transfer of Commodity to a separate facility another location. **Waste** means Commodity that, as a result of the normal handling process, has been downgraded to Commodity of no commercial value, for example, mouldy grain, grain mixed with dirt and stones.

Execution page

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**

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**

Name of **Witness** (please print)

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

Schedule 1 to the GTA Storage and Handling Agreement

Client Details		
Storage Term	From	Until
Nominated facilities	Min Inturn TPH	Min Outturn TPH
Commingling	Yes / No	
Commodity (grain type)	Grade/Variety	Applicable standard
Allowable shrinkage		
Inturn Fee		
Outturn Fee		
Monthly carry Fee per Calender Month (include monthly commencement day)		
Chemical treatment		
Other Conditions		

Schedule 2 to the GTA Storage and Handling Agreement

Special note: This proforma can be used in isolation to a particular Storage and Handling Agreement.

Grain Title Transfer Proforma

Transferor/Owner:	
Name:	
Contact:	
Address:	
Town:	
State & Post Code:	
Email:	
Tel / Mob:	
Transferee/Buyer :	
Name:	
Contact:	
Address:	
Town:	
State & Post Code:	
Email:	
Tel / Mob:	

Grain Title Transfer Details		
Date:	Contract No:	
Receival Site:		
Commodity:	Season:	
Grade:	Quality:	

Storage and Handling Charges

The buyer shall be liable for all storage, carry over, treatment and outturn fees after the date of transfer.

Conditions of Title Transfer

The Transferor transfers title and ownership of the Commodity above to the Transferee under Contract No _____ when payment is received **in full** at which time the Transferee will have clear title in the Commodity and the Transferor will have no further interest in the said Commodity.

Storage and Handling Terms and Conditions

In consideration of the Transferor executing this transfer, the Transferee confirms that it has knowledge of the terms and conditions of the GTA Storage and Handling Agreement under which the Commodity is stored with the Storer and is through the agency of the Transferor bound by those terms and conditions and/or undertakes to sign a Storage and Handling Agreement with the Storer on the same or substantially similar terms (including fees and charges) as those currently in place between the Transferor and the Storer.

Signed on behalf of:

Transferor:		
Name:		
Signed:		Date:
Transferee:		
Name:		
Signed:		Date:
Storer:		
Name:		
Signed:		Date:

END.