

Member Update

Title: Amendment - GTA Contract No.2 Grain & Oilseed in Bulk Basis Track

Update No.: 25 of 14

Date of Issue: 22 September 2014

1 Background

The GTA Commerce Committee received a submission in July 2014 in relation to the Contract No.2 Grain & Oilseed in Bulk Basis Track.

The submission referred to concerns in Clauses 9 and 18, citing an apparent inconsistency between the two.

It highlighted that GTA Contract No 2 provides in Clause 9 that title does not pass to the buyer until payment i.e., retention of title, however Clause 18 seems to provide the opposite i.e. that title passes on delivery.

The GTA Commerce Committee met on 13 August 2014 and considered and accepted the proposed amendments to the GTA No.2 Contract Grain & Oilseed in Bulk Basis Track. This amendment was subsequently endorsed by the GTA Board on 26 August 2014.

2 Amendment

As per the submission received, Clause 18 of the GTA Contract No. 2 Grain & Oilseed in Bulk Basis Track has been amended as shown below:

18. TITLE AND INSURANCE:

~~18.1. Title to goods as well as risk of loss and/or damage shall remain with the Sellers until the Seller has given notice of title transfer in accordance with clause 8.~~

~~18.2. Buyers' care upon receipt of notice of title transfer.~~

18.1 Risk of loss and/or damage shall remain with the Sellers until the Seller has given notice of title transfer in accordance with clause 8.

18.2 Buyer's care upon receipt of title transfer.

3 Revised Contract

The amended contract is now available from the GTA website <http://www.graintrade.org.au/contracts>