PORT OF PORTLAND

Port of Portland Protocols and procedures for managing demand for grain loading services.



1. OVERVIEW

1.1 The following protocols and procedures have been established by the Port of Portland Pty Limited (ACN 072 507 012) (POPL) to comply with the requirements of Part 2 of the *Port Terminal Access (Bulk Wheat) Code of Conduct (the* ***Code****)*.

1.2 Clause 6 of the Code requires POPL to ensure that, as the Port Terminal Services Provider (PTSP) at the Port of Portland (Port), it deals in good faith with exporters (Customers) seeking its services.

1.3 The below protocols and procedures, read in conjunction with Port of Portland Bulk Grain- Port Terminal Services Agreement (PTSA) articulate the good faith requirements of all parties in the arrangements for loading of bulk wheat and other agri-commodity vessels utilising POPL's shiploading services at Berth No. 5, Port of Portland.

1.4. Exporters (customers) must sign a PTSA with POPL to utilise POPL's shiploading services and related infrastructure.

1.5 Under the Code, POPL is required to;

a) Have clear processes to manage demand for its export grain loading services where POPL's shiploading facilities are utilised which must include procedures for stem management (including the nomination and acceptance of vessels) (Clause 8);
b) Provide public access to POPL's standard terms and reference pricing (Clause 9); and
c) Publish its Port Loading Statement, vessel allocation and available capacity in the form and manner requested by the ACCC (Clause 7).

These documents are available on the Website as updated from time to time.

1.6 Should any terms in these protocols differ or conflict with the terms and conditions in the PTSA, the terms and conditions in the PTSA will prevail.

1.7 These protocols are at all times subject to POPL's overarching 'Port Rules" and regulations. Customers must ensure that they comply with other contractual and regulatory requirements of the Port.

Refer to:

Berthing Protocol & Productivity Rules for Port Users

Harbour Masters Directions & Port Information Guide

1.8 Capitalised terms take their meaning from either the Definitions section of these Protocols or from the PTSA, as applicable and as context requires.

2. SHIPPING STEM MANAGEMENT

2.1 POPL has worked with customers to develop a berthing protocol that manages berth allocation and capacity across all its port operations.

It is based on 'first come-first served' principles but POPL retains the right to vary berthing rotation to maximise efficiency. The protocol is reviewed regularly and considers the operational requirement of the Port and customer needs.

https://www.portofportland.com.au/port-operations/shipping/berthing-protocol/

2.2 POPL will make available capacity on its shipping stem to all Customers subject to them signing a PTSA.

2.3 POPL will allocate available export shipping capacity on a first half (1st -15th) and second half (16th- last day of the month) basis for each month (Services Slots).

2.4 Additional short-term capacity may be made available to Customers with 24 hours' notice at the absolute discretion of POPL. Additional capacity will only be made available where the additional volumes do not significantly or materially impact other scheduled vessels.

2.5 It should be recognised that Berth No. 5 at POPL is a common user berth, and as such POPL must consider current contractual agreements in place with other non-grain customers wishing to utilise the berth and loading facility.

2.6 The determination of the final shipping stem and allocations must take these other customers into account. POPL will ensure that the published shipping stem includes other shipping allocated to the berth by POPL. Refer to POPL website for full shipping stem at:

http://pms.portofportland.com.au/shipping.aspx

2.7 As detailed in Clause 1.5, POPL will publish its Port Loading Statement, vessel allocation and available capacity as required by the ACCC on its Website.

3. BOOKING SHIPPING CAPACITY

3.1 Customers requesting grain shiploading services from POPL and who have a signed PTSA must complete and lodge an "Intent to Ship Application" (as per Annexure 1).

3.2 POPL will, by the close of business on the next Business Day after receipt of a valid Intent to Ship Application, record this intent on its Port Loading Statement as "Pending". POPL will then have 5 Business days from receipt of the Intent to Ship Application to reject or accept it.

3.3 In deciding whether to accept or decline an Intent to Ship Application, POPL may consider factors including, but not limited to;

a. Existing shipping intentions and allocations (Slots);
b. Un-allocated capacity at POPL's Berth No. 5;
c. Availability of the common user Berth No.5 at POPL including for non-Grain customers;
d. Berth limitations to accommodate the parcel/vessel size indicated by the Customer
e. Status of a Customer's PTSA with POPL (e.g., signed or near finalisation)
f. Accumulation and origin of cargo destined for export, including port storage and transport plans and other factors which may influence the Customer's ability to execute delivery, and
g. Any other factors which POPL reasonably considers to be relevant.

3.4 Subject to Clause 2.5 of this document, Intent to Ship Application will be dealt with in the order that they are received by POPL.

3.5 Once an Intent to Ship Application has been accepted by POPL, the following processes will occur:

a. POPL will declare the booking as "Pending" and sign the Intent to Ship Application from the Customer and provide a **Unique Services Slot Number.**
b. The applicable **Booking Fee** detailed in the PTSA, and reference pricing document published on POPL's website will be invoiced to the Customer and payable within 14 days of issue.
c. Upon receipt by POPL of the Transfer of Funds (or on agreement of deferred payment terms), POPL will change the "Pending" status on its Port Loading Statement to "Accepted".

3.6 Customers may transfer allocated Services Slots to another Services Slot without incurring additional booking fees provided:

a. The customer notifies POPL within 30 days prior to the start of the allocated Services Slot.
b. Another Services Slot is available within the current crop year;
c. The Customer submits a "Slot Change Request" form (Annexure 2) to POPL;
d. The Customer is able to demonstrate supply chain (storage and transport) capability to execute the booking and meet the new Services Slot;
e. Services have not begun for the original Services Slot, i.e Cargo accumulated in Port Storage or into POPL storage facilities; and
f. The Customer's PTSA with POPL is current at the date of the new Services Slot.

In the event that no suitable capacity can be made available, the Booking Fee will be forfeited.

3.7 A Customer may transfer a Services Slot to another Customer (without incurring additional booking fees) subject to:

a. The counterparty having a current PTSA with POPL;
b. Both parties (Customers) completing the "Slot Transfer Application Form" (Annexure 3) and submitting it to POPL;
c. The counterparty being able to demonstrate supply chain (storage and transport) capability to execute the booking and meet the transferred Services Slot;

3.8 The Booking Fee is a pre-payment as listed in the PTSA. At the completion of loading of a vessel, a reconciliation of all services fees will take place as per the procedures in the PTSA to determine the final variance between the actual tonnage loaded onto the vessel and the tonnage initially nominated.

Any variance to tonnage loaded will be invoiced or credited to the Customer on the final shipping invoice. Where the tonnage loaded is less than the nominated tonnage by more than 10%, no further refund will be made on the booking fee for that vessel.

3.9 POPL may at its sole discretion, allow variations to the Booking, taking into consideration the matters outlined in Clause 3.3 above.

4. CARGO ACCUMULATION AND VESSEL NOMINATION

4.1 At least 30 days from the commencement of the allocated Services Slot (Booking), the Customer must provide POPL with a completed "Cargo

Accumulation Plan" (CAP) – (Proposed freight, storage and vessel loading plan) as per Annexure 4 detailing:

a. Vessel Name (if known) and ETA, including a 10-day laycan within the allocated first half or second half Booking slot (Services Slot) unless agreed otherwise between the two parties.
b. Proposed storage arrangements to be used (on or off-port)
c. Commodity grain and grade including:
    i. Quality specifications
    ii. Tonnage to be loaded with minimum/maximum volumes nominated
    iii. Grain treatment/fumigation information and phytosanitary specifications and
d. Proposed freight schedule including daily transport delivery plans to storage or direct to vessel (refer 4.3)

4.2 Within 3 Business days of receipt of the Customer's submission of the CAP, POPL will notify the Customer of available storage capacity at its Port facilities taking into account any vessel queuing and an Estimated Load date based on:

a. Other vessels nominated to be loaded
b. site /stock accumulation and transport issues
c. the nominated vessel's ETA
d. any impact on terminal efficiencies

4.3 The estimated freight schedule is approximate only and are not fixed or final. Estimated load dates may change due to:

a. Changes to cargo volumes/grades
b. Delays in cargo accumulation
c. Delays in loading of prior vessels
d. Weather
e. Dept of Agriculture, Fisheries and Forestry instructions
f. Cargo quality problems
g. POPL port operational instructions

4.4 Cargo accumulation will not commence prior to the determination of an estimated load date unless agreed otherwise by POPL.

4.5 As a general rule, cargo accumulation will commence at the discretion of POPL with the longest possible customer accumulation time being subject to vessel ETA and storage availability.

4.6 As POPL's storage capacity is limited, POPL will determine the order of cargo accumulation based on the following:

a. Vessel ETA and subsequent arrival and presentation of NOR
b. Grain ownership and availability at POPL's storages
c. Site accumulation and transport plans
d. Impact on terminal and port operational efficiencies

4.7 Where grain remains in POPL storage at the completion of shiploading, POPL will determine the necessary actions as detailed in the PTSA with the Customer which may include the removal of the residual grain remaining in storage at the Customer's cost.

4.8 The 'Vessel Nomination Form' (VNF) (Annexure 5) must be submitted by the Customer at least 21 days prior to the load date.

4.9 Nominated vessels must be compliant and meet the Port Productivity Protocols, Berthing Protocols and all Port Rules as detailed on the POPL Website.

4.10 Vessel characteristics must be submitted to POPL as part of the VNF, with POPL having 3 days to confirm the suitability and acceptance of the nomination.

4.11 POPL may, at its sole discretion, consider vessel nominations received on less than 21 days' notice, however any acceptance of the nomination will depend on the impact of the delay on other vessels nominated to be loaded and factors identified in Clause 4.2 above.

4.12 Once the VNF is received and accepted by POPL, the Customer must inform POPL as soon as possible and in writing of any variation to the ETA of the nominated vessel.

4.13 On receipt of a variation to the ETA, POPL will modify the published shipping stem whilst determining the impact of the variation on vessel loading order with other Customers and impacted parties prior to confirming any changes to the vessel loading order.

4.14 POPL will only accept the substitution of a Nominated Vessel on the basis that there is no fundamental change to the original performing vessel details.

Notice of Readiness (NOR)

4.15 POPL at its sole discretion may allow an extension to the Booking period where it is practical to do so, subject to:

a. The vessel NOR being no more than 5 days past the Booking period.
b. Sufficient storage capacity and the required grain being available with an effective accumulation plan in progress.
c. Overall terminal/port operations, particularly the ability to load subsequent vessels not being impacted by the extension to the loading period.

4.16 POPL may re-prioritise the loading of the late-arriving vessel and schedule it behind vessels allocated capacity in the subsequent Booking Period.

4.17 POPL reserves the right to seek costs from the Customer if:

a. A vessel is cancelled within 14 days of its original ETA;
b. a substituted vessel's ETA varies by more than 7 days; or
c. POPL reserves the right as per Clauses 4.5 and 4.6 of the PTSA (in relation to contaminants).

Vessel loading

4.18 The order of vessel loading at POPL's mobile shiploading facilities will generally be determined as follows:

a. Vessel ETA and subsequent actual time of arrival
b. Date vessel nomination received by POPL
c. Date vessel passed all surveys and provides NOR
d. Grain availability at POPL storages
e. Site accumulation and transport plans
f. Stock ownership
g. Impact on port operations

Vessels having stock accumulated within port storages and cargo ready will be given priority.

4.19 Specific port and supply chain efficiencies, including an ability to fully utilise available resources and the ability to fully position stock, may result in vessels loading out of arrival order, as detailed in Clauses 4.8 and 4.9 of the PTSA with Customers.

Port of Portland Pty Ltd
23-25 Kunara Crescent (PO BOX 292)
PORTLAND VIC 3305
03 5525 2450
www.portofportland.com.au