BULK GRAIN

PORT TERMINAL

SERVICES AGREEMENT

2027 Grain Season

Effective from 1 January 2027 until 30 June 2027

Port of Portland Pty Ltd (ACN 072 507 012) (**POPL**)

This **AGREEMENT** is dated the _____ day of _____ 202_

BETWEEN Port of Portland Pty. Limited **"POPL"**

ACN 072 507 012

23-25 Kunara Crescent,

(PO Box 292)

Portland Victoria 3305

AND

Legal Entity Name: _____ **"Customer"**

Customer ABN: _____

Postal Address: _____

_____

Collectively referred to as **"the Parties"**

RECITALS

(a) POPL provides the Services of receiving, handling and Vessel loading Grain at its port facilities at Berth No. 5 at Portland.

(b) The Customer is the owner of certain Grain.

(c) The Customer wishes to procure the Services from the POPL.

(d) The Parties agree that POPL shall provide the Services to the Customer subject to the terms and conditions contained in this Agreement.

This Agreement between	Port of Portland Pty. Limited **"POPL"** ACN 072 507 012 23-25 Kunara Crescent, (PO Box 292) Portland Victoria 3305
and	The **Customer** as described above

The **Parties** agree to be bound by the provisions of this Agreement and by signing, the signatories warrant that they each have the authority to enter into this Agreement on behalf of their respective organisations.

Executed as an Agreement.

_____

Signature of POPL Authorised Representative

_____

Full name and Title of POPL Authorised Representative

_____

Full Name and Signature of Witness

Date: ____/____/_____

_____

Signature of Customer's Authorised Representative

_____

Full Name and Title of Customer's Authorised Representative

_____

Name and Signature of Witness

Date: ____/____/_____

CONTENTS

1. Interpretation	5
2. Term and Services	10
3. Receival and Receival Standards	11
4. Receival Testing	12
5. Storage	12
6. Outturn	14
7. Port Operations	16
8. Hours of Operation	19
9. Invoicing and Payments	19
10. Goods and Services Tax	21
11. Books and Records	21
12. Lien	22
13. Insurance and Risk	22
14. Liability	23
15. Acknowledgements and Exclusions	23
16. Indemnity	25
17. Breach and Termination	26
18. Assignment	26
19. Force Majeure	27
20. Dispute Settlement	28
21. Miscellaneous	29
21.1 Notices	29
21.2 No Agency	30
21.3 No Waiver	30
21.4 Severance	30
21.5 Entire Agreement	30
21.6 Counterparts	30
21.7 Electronic Signature	31
21.8 Governing Law	31
21.9 Costs	31
21.10 Variations	31
22. Confidential Information	31
23. No Endorsement	32
Schedule A - 2027 Grain Loading Service Fees and Related Charges	32
Annexure 1 – Port of Portland website Links	34

1. Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, expressions defined in the Signatory pages or in clauses 2 -23 have their defined meaning and, additionally, the following words have the following meanings:

Addendum means any addendum modifying this Agreement signed by POPL and the Customer.

Affected Party has the meaning in Clause 19.

Agreement or "PTSA" means the agreement between POPL and the Customer which is constituted by this document and all schedules and annexures attached to it.

AO means Authorised Officer, a person who is trained, accredited and authorised to act as an Australian Government official under the Export Control Act 1982.

Booking Fee means the Services Slot Booking fee as defined in Schedule A.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State of Victoria.

Cargo Accumulation Plan (CAP) means the document with that title provided by the Customer to POPL from time to time as required under POPL's shipping protocols

Charges means those charges that are due and payable under this Agreement as consideration for the Services as set out in Schedule A (as amended from time to time)

Certificate of Weight means the certificate provided by a Marine Surveyor depicting the nett weight of product loaded onto a Customer's Vessel based on the Vessel's draft measurement.

Chain of Responsibility means any State, Territory or Commonwealth legislation or regulations based on or adapted from the provisions of the National Transport Commission (Road Transport Legislation - Compliance and Enforcement Bill) Regulations 2006 or National Transport Commission (Road Transport Legislation - Compliance and Enforcement Regulations) Regulations 2006 as approved by each State and Territory Government, and, otherwise, any State, Territory or Commonwealth legislation or regulations in respect of driver fatigue management (including permitted driving hours and minimum rest periods), vehicle speed limits, vehicle mass and dimension limits and the securing of loads which operate to impose obligations and responsibilities on different persons involved in the supply chain.

Claim means any allegation, demand, claim, suit, action, proceeding, damage, Loss, cost, expense or liability incurred by or made or recovered by or against a person, however arising, whether present, immediate, actual, contingent or future.

Confidential Information means information of a Party, whether or not in material form, which:

(a) is by its nature confidential;
(b) is designated by the Party as confidential; or
(c) the other Party ought to know is confidential.

Customer means the party to this Agreement that is not POPL and where applicable its contractors, agents and their successors and permitted assigns.

Customer Failure Amendment Notice has the meaning given in clause 7.21.

Customer Personnel means all employees, agents and contractors of the Customer and all persons (other than POPL and its employees or contractors) involved in the supply of services relating to the Grain in connection with this Agreement (including transport, shipping, logistics and stevedoring services) irrespective of whether those persons are engaged directly by the Customer or by or through any other person (including by or through the Customer's contractors).

Customer Grain means that quantity of Grain held by POPL for the Customer at the Facility.

DAFF means the Department of Agriculture, Fisheries and Forestry.

Delivered means, in respect of Grain, the point and time at which Grain first arrives at the Facility and is accepted into storage or transported directly to shiploading equipment.

Dispute means a bona fide dispute between the Customer and POPL arising under this Agreement.

Event of Force Majeure affecting a person means:

(a) breakdown (regardless of cause), accidental or malicious damage or destruction of any of the Facilities or other facilities; or

(b) anything outside that person's reasonable control including the following events or circumstances (provided they are beyond the person's reasonable control):

(i) accident, fire, adverse weather conditions, flood, tidal conditions, earthquake, explosion, or like natural disasters, blockages of ports, civil commotion, outbreak of hostilities, terrorist act, declaration of war, war, invasion, rebellion, epidemic, or declarations of a state of emergency;

(ii) strikes, stop-works, lockouts, boycotts or any other form of industrial dispute or labour shortage;

(iii) material shortages, utility failures, adverse effects of weather, or weather related events;

(iv) failure, disruption or delay in transportation;

(v) executive or administrative order or act of either general or particular application of any Government Agency or any official purporting to act under the authority of that Government Agency,

(vi) prohibitions or restrictions by domestic or foreign laws, regulations or policies, quarantine or custom restrictions or prohibitions on export; or

(vii) acts or omissions of any third party (including without limitation governments, government agencies, subcontractors or customers).

Facility means any Grain receival, storage and handling facilities used by POPL in connection with the provision of the Services to the Customer.

Fees has the same meaning as Charges as set out in Schedule A.

Government Agency means:

(a) a government or governmental department or other body;

(b) a governmental, semi-governmental or judicial person; or

(c) a person, whether autonomous or not, who is charged with the administration of a Law.

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

Grain means the seed of any crop or pasture species, including Pulses and Oilseeds.

GST means the tax imposed on supplies of goods and Operating Services under the GST Act, or any replacement thereof.

GST Act means *A New Tax System (Goods and Operating Services Tax) Act* 1999 (Cth).

GTA means Grain Trade Australia, the organisation responsible for establishing grain receival and sampling standards.

Industrial Dispute 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 the 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 or its directors, is not withdrawn or removed within 14 days.

Loss means:

(a) any and all costs, losses and damages arising from a third-party claim; and

(b) to the extent not covered under paragraph (a) immediately above, any and all direct reasonable costs (including legal costs and expenses on a standard basis), fees, expenses, losses, damages, taxes, outgoings, claims, liabilities, causes of action, proceedings, awards and judgements.

Notice of Readiness means a document issued by the captain of Vessel which operates to verify readiness of the Vessel for the loading of the Grain.

Oilseeds means canola, linola, soybean, sunflower, safflower, cottonseed, linseed and any other oilseed crop.

Operating Services means POPL's provision of labour and equipment to receive the Grain into its mobile road hopper and transfer such Grain into the Vessel's holds utilising POPL's Shiploading Equipment. It also includes labour and equipment required for cleaning of the shiploading equipment post Vessel loading.

Other Customer means a person that uses POPL and its services under a current PTSA, other than this PTSA.

Other Customer Commitments has the meaning given in clause 7.15.

Other Customer Delay Amendment Notice has the meaning given in clause 7.18.

Other Customer Delays has the meaning given in clause 7.20.

Outturn means the loading of Grain from the Facility to a Vessel.

Outturn Entitlement has the meaning given to it in clause 6.2.

Party means POPL and the Customer and **Parties** has a corresponding meaning.

POPL means Port of Portland Pty. Limited ACN 072 507 012

POPL Protocols and Rules means POPL's protocols and procedures for managing demand for grain loading services as required under obligations set out in Part 2 of the ACCC's Port Terminal Access (Bulk Wheat) Code of Conduct (the Code). It also includes POPL's standard berthing protocol, Port productivity rules and standard terms and conditions of access for the Port applying from time to time, copies of the current versions of which (as at the date of this Agreement) are available on POPL's website.

Port means the Port of Portland in Portland, Victoria, Australia.

Port Terminal means the Facility used by POPL to provide Services to the customer under this Agreement.

Pulses means chickpeas, lupins, field peas, faba beans, lentils, vetch, broad beans and any other grain legumes.

PUOL means POPL's standard form Port User Operating Licence applying from time to time, refer Annexure 2 or POPL's website link

Receival means the process of transferring Grain into the storage facilities on behalf of the Customer or directly into a loading Vessel via the Mobile Road Hopper equipment. Receive/d has the same meaning

Receival Standards means the standards as prescribed by GTA as published on the GTA website, in respect of Receival, at the time the Grain is received, and in respect of Outturn, at the time of Outturn. Additional Receival Standards may be agreed between POPL and the Customer for individual circumstances.

Season means the period in which Grain is harvested and then Delivered to facilities, typically commencing 1 January to 31 December in one given year.

Services means the services to be supplied by POPL under this Agreement as set out in Clauses 2 to 8 inclusive.

Services Fees means the fees identified in Schedule A as the "Services Slot Booking Fee", "Operating Services Fees", "Customer Transport Services Fee", "Front-end Loader Services Fee", "Additional Services Fee" and "Hatch/Hold Trimming Fee".

Services Slot means an allocation of POPL's available export shipping capacity provided to customers on a first half (1^{st} -15^{th}) and second half (16^{th} - last day of the month) basis for each month.

Shiploading Equipment means POPL's receival hopper the Link Road grain facility, the conveying equipment linking the receival hopper to the Berth 5 shiploading system, the sampler taking representative samples of Grain being loaded onto the Vessel and the shiploader conveyor itself.

Storage means warehousing, control and movement of Grain. "Store" has a corresponding meaning.

Storage Space means the POPL Shed storages at the Port.

Stored Grain means, in respect of a particular type and Grade of Grain, all of the Grain of that type and Grade Stored by POPL at the Facility for the owners of that Grain.

Storage Space Fee means the fee identified as such in Schedule A.

Tax Invoice has the same meaning as in the GST Act.

Term means the period detailed in Clause 2 of this Agreement.

Vessel means the vessel onto which the Customer requires the Grain to be loaded at the Port.

1.2 Rules for interpreting this Agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

A reference to:

(a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it

(b) a document, terms and conditions, or a provision of a document or terms and conditions, is to that document, terms and conditions or provision as amended, supplemented, replaced or novated.

(c) a Party to this Agreement or to any other document or terms and conditions includes a permitted substitute or a permitted assign of that Party

(d) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person

(e) anything (including a right, obligation or concept) includes each part of it

(f) 'A$', '$A', 'dollar', '$' or any charge making reference to a monetary amount is a reference to Australian currency; and

(g) a clause, part, schedule or annexure is a reference to a clause, part, schedule or annexure of this Agreement unless otherwise stated.

In addition:

(h) a singular word includes the plural, and vice versa

(i) a word which suggests one gender, includes the other genders

(j) if a word or phrase is defined, a matching word or phrase containing another part of speech has a corresponding meaning, whether or not the word or words in the matching phrase commence with a capital letter

(k) if an example is given of anything (including a right, obligation or concept), such as by

saying it includes something else, the example does not limit the scope of that thing

(l) the word "agree" includes an undertaking or other binding arrangement or understanding, and, unless otherwise qualified in this terms and conditions, whether or not in writing

(m) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement; and

(n) in the event of an inconsistency or conflict between the provisions of the main body of the Agreement and the relevant schedule, the provisions of the relevant schedule shall prevail.

2. Term and Services

2.1 Subject to this Agreement and in consideration of the Customer paying POPL the Charges, POPL agrees to provide the Services to the Customer from 1 January 2027 to 30 June 2027 (the "**Term**").

2.2 The Customer is deemed to accept and be bound by the terms and conditions of this Agreement and acknowledges that those terms and conditions apply to all Services provided by POPL to the Customer from the earlier of:

(a) the date of execution of this Agreement; or

(b) the date on which POPL first provides Services to the Customer after 1 January 2026, regardless of whether the Customer has executed this Agreement.

2.3 This Agreement supersedes any previous agreement between POPL and the Customer for the provision of the Services or services similar to the Services.

2.4 If POPL continues to provide Services to the Customer after the end of the Term then the terms and conditions of this Agreement will continue to apply until a new Agreement is executed or this Agreement is terminated in accordance with clause 17.

2.5 Save as expressly provided otherwise, nothing in this Agreement constitutes an undertaking, representation, or warranty on the part of POPL that it will provide Services to the Customer in respect of any particular volume of Grain or any or all of the Customer's individual requirements from time to time.

2.6 As part of the Operating Services, POPL shall supply:

(a) Shiploading Equipment as defined in Clause 1

(b) mobile truck unloading equipment to feed the Grain onto the Ship Loading Equipment (**Mobile Truck Unloader**) and services for the operation of the Mobile Truck Unloader (**Mobile Truck Unloader Services**). The Mobile Truck Unloader and the Ship Loading

Equipment will be located on the site known as the 'Link Road Bunker', and in the vicinity of the Storage Space.

(c) Labour to undertake the loading of the Vessel and equipment and labour for clean-up operations post Vessel loading

2.7 Furthermore, the Customer will need to hire as part of its license under the PUOL, the use of POPL's Link Road Bunker and other areas of the Port required to facilitate the Receival and Outturn operations.

2.8 In addition to the supply of the Operating Services, POPL will also provide, on request (subject to availability):

(a) Storage Space at the Facility for the Customer's Grain;

(b) services to haul grain from the Storage Space to the Mobile Truck Unloader **(Customer Transport Services);**

(c) a suitable front-end loader (**Front-end Loader**) and operator to assist with stockpiling Grain at the Storage Space, and for the loading of Grain into trucks for the delivery of Grain to the Mobile Truck Unloader (**Front-end Loader Services**); and

(e) Additional Services as requested by the Customer from time to time

2.9 POPL represents and warrants that, at any time during the Term:

(a) it will maintain all requisite licences in respect of the Facility and the Services; and

(b) it is, and it will provide Services to the Customer, in compliance with all applicable Laws.

3. Receival and Receival Standards

3.1 POPL, at its discretion, will provide Services to the Customer to Receive bulk Grain for an agreed Storage Slot (which must be linked to a Services Slot)

(a) by road into and from POPL Facilities.

(b) by road from other storage facilities providing that the Customer has identified these in the Cargo Accumulation Plan as detailed in the POPL Protocols and Rules.

3.2 The Customer will, at its cost, appoint transport service providers (Transport Service Providers) to provide all necessary transport of the Grain for the purposes of receiving the benefit of the Services, other than transport which is specified in this Agreement as being the responsibility of POPL (Customer Transport Services).

3.3 At all times POPL retains the discretion as to what quantities of grain it will receive into the Port Terminal

3.4 The Customer acknowledges that POPL has no responsibility or liability for the quality of the Grain being Received into the Facility on behalf of the Customer.

3.5 The Customer must ensure that the Grain being Delivered to the Facility meets the Grade of Grain which the Customer has contracted to load onto the Customer's Vessel as identified in the Cargo Accumulation Plan.

3.6 The Customer must not deliver and must take reasonable steps to ensure that none of its suppliers, contractors or agents deliver Grain known or suspected to contain nil tolerance contaminants, chemical contaminants or residues, to the Port Terminal.

3.7 POPL may, in its discretion and having been made aware of a potential contamination event, refuse to Receive Grain known or suspected to contain chemical contaminants or residues or nil tolerance Contaminants (i.e., insects).

3.8 The Customer indemnifies POPL against all loss (excluding consequential and indirect loss) resulting from the delivery by it or its suppliers of Grain containing chemical contaminants or residues or nil tolerance contaminants.

4. Receival Testing

4.1 The Customer is responsible for the testing of all Grain Delivered into the Facility

4.2 The Customer acknowledges that the provision of testing equipment and services to assess Grain quality is the responsibility of the Customer.

4.3 Where possible, POPL will assist in facilitating the provision of a suitable location at the Port facility for the Receival testing infrastructure to be positioned to ensure a safe and effective management of traffic is achieved at the Port Terminal.

5. Storage

5.1 Subject to the terms and conditions of this Agreement, POPL shall provide the Customer with access to and use of part or all of POPL's Storage Space at the Port Terminal.

5.2 When available, Storage Space will be provided during an agreed Storage Slot (which must be linked to an approved Services Slot) on an exclusive basis for the purpose of pre-accumulating the Grain in readiness for loading the Grain onto the Vessel.

5.3 As per Clauses 3.4, 3.5, 3.6 and 3.7, the Customer is responsible to ensure that the Grain Delivered into the Storage Space is free of insects and other contaminants.

5.4 Where a contamination of the Grain is detected within the Storage Space, the Customer will be responsible to arrange and cover the cost of the fumigation as well as any other liability resulting in the delay of clearing the Storage Space (subject to Clause 14).

5.5 Where an Other Customer has a signed PTSA with POPL and wishes to use Storage Space which has become available, POPL will only provide access where it can guarantee the segregation of the Customer's Grain from the Other Customers' Grain.

5.6 Unless otherwise agreed between POPL and the Customer, POPL will supply a suitable Front-end Loader and operator to assist with stockpiling Grain at the Storage Space, and for the loading of Grain into trucks for the delivery of Grain to the Shiploading equipment.

5.7 The Parties acknowledge that the Customer will store the Grain, ready for ship loading, at facilities located away from the Port **(Off-Port Storage)**, in addition to the Grain that will be stored at the Storage Space.

5.8 The Customer will, at its cost, appoint transport service providers (**Transport Service Providers**) to provide all necessary transport of the Grain for the purposes of receiving the benefit of the Services, other than transport which is specified in this Agreement as being the responsibility of POPL (**Customer Transport Services**).

5.9 POPL will provide a road weighbridge at the port for the Customer to use to weigh road transport as required for Receival operations. This service is charged separately and charged outside of this PTSA. Details relating to the Weighbridge User Agreement required by the Customer can be found on POPL's website.

5.10. The Customer shall be responsible for all aspects of the storage of the Grain (including at the Storage Space) and the transport and unloading of the Grain to the Mobile Truck Unloader from Off-Port Storage facilities and all associated weighbridge attendance, marshalling and traffic management (subject always to the Customer complying with the directions given by POPL from time to time and the PUOL, as referred to in clause 7). The Customer must ensure that its equipment and the equipment of all Customer Personnel are entirely fit for the purpose of transporting the Grain and unloading the Grain to the Mobile Truck Unloader.

5.11 The Transport Service Providers and Stevedore shall, respectively, be solely responsible for providing the Customer Transport Services and Stevedoring Services and the Customer agrees that POPL shall have no liability for any damage, loss or liability that the Customer may suffer or incur as a result of any act or omission of the Transport Service Providers or Stevedore in connection with the Customer Transport Services or Stevedoring Services.

6. Outturn

6.1 POPL undertakes to Outturn Grain in accordance with the POPL Protocols and Rules (available via the link in Annexure 1), and the Cargo Accumulation Plan.

6.2 The Customer will at any time be entitled to the Outturn of the quantity of Grain of the type and Grade equivalent to the quantity of Customer Grain Delivered and Stored by POPL at the Facility (Outturn Entitlement). As indicated in Clause 5.5, POPL will keep the Customer's Grain separate from Other Customer's Grain (i.e., it will not be commingled).

6.3 As the Customer is responsible for the weighing or checking the quantity of grain being Delivered to the facility, POPL cannot be held accountable for any stock shortfall or gain of the Customer's Stored Grain and therefore does not apply any shrinkage to such Grain.

6.4 Prior to loading the Customer's Grain onto a Vessel, the Customer must provide POPL with written authority as outlined in the POPL Protocols.

6.5 Vessel loading will be subject to local operating arrangements, legislative and regulatory requirements and compliance, availability of road transport, fumigation requirements and periods of non-access and prevailing weather conditions.

6.6 POPL will, appoint an external stevedore (**Stevedore**) to be responsible for final vessel hold trimming to maximise, and to ensure the safe stowage of Grain in the Vessel holds and for the direction of POPL in the flow of the Grain from the Ship Loading Equipment (Stevedoring Services).

6.7 Any other services required by the Customer not included in the Stevedoring Services identified in Clause 6.6 (and which are not the responsibility of POPL under this Agreement), including procuring all necessary consents to access the Vessel, are the responsibility of the Customer.

6.8 POPL will provide the Customer with Operating Services to load the Customer's Vessel which include:

a) providing the weighbridge for weighing road transport vehicles delivering Grain to the shiploading equipment site (charged separately as per Clause 5.9)

b) discharging the road transport vehicles over POPL's drive-over hopper (Mobile Truck Unloader);

c) transferring the Grain from the drive-over hopper via land conveyors to the shiploader conveyor and into the Vessel;

d) providing mandatory auto-sampling equipment along the conveyor pathway to the Vessel to take representative samples of the Grain being loaded onto the Customer's Vessel for DAFF inspection purposes; and

e) provision of the port land area located on the site known as the "Link Road Bunker" to facilitate the road transport discharge operations.

In addition, POPL will provide Customer Transport Services utilising POPL contracted trucks to move Grain from the Storage Space to the Mobile Truck unloader, where applicable.

6.9 The Operating Services shall be provided by POPL during the Services Slot on a 24x7 basis until loading of the Grain onto the Vessel is completed. The Customer must ensure that the Grain supplied is ready for POPL to commence the supply of the Operating Services from the time of commencement of the Services Slot.

6.10 The Customer must ensure prior to commencement of the Services Slot that sufficient Grain is pre-accumulated at the Storage Space, and that, after commencement of the Services Slot, it does all things necessary (and which are not POPL's responsibility under this Agreement), to ensure that:

(a) no less than 5,000 tonnes of Grain per day are available for shiploading through use of the Shiploading Equipment;

(b) the Operating Services, once they commence, can be carried out continuously, 24 hours per day, until the Grain is completely loaded onto the Vessel;

(c) A minimum shiploading rate of between 220-250 tonnes of Grain per hour can be achieved;

(d) No less than a rate of 800 tonnes of Grain per 8 hour shift to be delivered to the Storage Space, unless by prior arrangement with POPL; and

(d) **o**therwise, all POPL Protocols and Rules must be complied with.

6.11 The Customer must comply with all of its obligations under this Agreement so as to ensure that:

(a) The Grain is completely removed from the Storage Space by the time of expiry of the Storage Slot; and

(b) The Grain is completely loaded onto the Vessel by the time of expiry of the Services Slot.

6.12 If the amount of Grain to be shipped is greater than the amount of Grain that can be stored at the Storage Space at any one time, the Customer must ensure sufficient Grain is progressively delivered to the Storage Space following commencement of the supply of the Operating Services so as to ensure that the requirements of clause 6.10 can be complied with.

6.13 The customer's final tonnage of Grain loaded onto the Vessel will be determined by:

(a) a Certificate of Weight; or

(b) any other method agreed to in writing by the Customer and POPL, which may include the Shiploader's belt-weigher or the Road Receival weighbridge tallies.

POPL takes no responsibility for any shortfall claim in volumes once this final tonnage determination is made prior to the Vessel's sailing.

6.14 The parties agree that:

(a) the certified weights set out in a Certificate of Weight; or

(b) if relevant, such other method agreed and approved under clause 6.13(b),

will be used as the basis for payments of Service Fees for the relevant shipment.

7. Port Operations

Port User Operating License, Protocols and Rules

7.1 For the purpose of the exercise of the Customer's licence rights and the receipt of the Services under this Agreement, the Customer shall:

(a) be licensed, on the terms of the PUOL, to use the "Multi-User Area" (as defined in the PUOL).

(b) Comply with (and ensure that all Customer Personnel comply with, as relevant), the POPL Protocols and Rules, the PUOL and all directions reasonably given by POPL.

7.2 For the avoidance of doubt, a breach by the Customer or the Customer's Personnel of the POPL Protocols and Rules shall be deemed to be a breach by the Customer of this Agreement.

7.3 In the exercise of its rights and the performance of its obligations under this Agreement, the Customer must (and must procure that all Customer Personnel do) comply with all applicable laws (including the Chain of Responsibility).

7.4 The PUOL and POPL Protocols and Rules shall be deemed to form part of and to be incorporated into this Agreement. For the avoidance of doubt, POPL shall be entitled to exercise all of its rights under the PUOL and POPL Protocols and Rules.

7.5 The Customer must immediately notify to POPL any breach of applicable laws (including the Chain of Responsibility) which nonetheless occur and provide such supporting information as POPL requires.

7.6 The Customer must not do anything (and must procure that Customer Personnel do not do anything) that would result in POPL being in breach of the requirements of any applicable laws (including the Chain of Responsibility) and must provide all reasonable co-operation and assistance to enable POPL to meet those requirements.

7.7 POPL may from time to time audit the Customer's compliance with the requirements of this Agreement including, without limitation, the Customer's compliance with the Chain of Responsibility and the Customer must give to POPL all access, information and records required by POPL for the purposes of this audit.

7.8 The Customer must comply with all directions reasonably given by POPL for the purpose of ensuring compliance with the Chain of Responsibility.

7.9 The Customer must ensure that its equipment and the equipment of the Transport Services Provider are entirely fit for the purpose of transporting the Grain and unloading the Grain to the Mobile Truck Unloader.

7.10 POPL will not be responsible for the cleanliness or fitness for loading or carriage of Grain

by the Customer. If DAFF or a DAFF officer determines or if POPL, acting reasonably in consultation with the Customer, determines that the Customer's Transport Services Provider's equipment is not clean or fit for loading or carriage, then POPL may cancel, suspend or refuse to provide the relevant Services. If POPL cancels, suspends or refuses to commence operational
Services in accordance with this clause 7.10:

(a) POPL will not be liable for any delay, Loss or Claim of the Customer; and

(b) The Customer will bear all of POPL's Losses suffered or incurred in connection with the rejection, suspension or cancellation of the scheduled Services in accordance with this clause.

7.11 The Customer must obtain, prior to the commencement of Outturn all necessary approvals required by law in respect of the storage of the Grain at the Storage Space (to the extent that these have not already been obtained by POPL) and the handling, loading and export of Grain from the Storage Space and the berth at the Port including in respect of the use of the Ship Loading Equipment and the Mobile Truck Unloader.

7.12 Without limitation, prior to the commencement of Outturn, the Customer must secure all necessary registration of the Storage Space as an "export establishment" within the meaning of the Export Control Act 1982 (Cth) and related orders and regulations (**Export Legislation**) (to the extent that this has not been done already by POPL) and in either case must ensure that the Storage Space is registered under the Export Legislation with the additional or ancillary functions or activities of, and with an approved standard operating procedure (**Approved SOP**) for, mobile bulk loading. For the avoidance of doubt, the:

(a) Customer shall be responsible for formulating (and obtaining all requisite approvals of) the Approved SOP; and

(b) The Auto Sampling System that has been fitted to and forms part of the Shiploading Equipment (Auto Sampling System) must form part of the approval to be given under the Approved SOP.

7.13 POPL confirms and agrees that it will provide reasonable assistance to and cooperate with the Customer if such assistance and cooperation would be required for the purposes of the Customer meeting the requirements under Clauses 7.11 & 7.12.

7.14 The Customer must ensure that the requirements of the Approved SOP are at all times met (including by the Customer Personnel).

7.15 Without limiting any other obligation under this Agreement, the Customer acknowledges that POPL shall enter into commitments to provide Service Slots for the Storage Space and the Shiploading

Equipment immediately following the time of expiry of, respectively, the Storage Slot and Services Slot (**Other Customer Commitments**).

7.16 POPL agrees that the Customer's Grain will be kept separate and shall remain identifiable from the grain of POPL's Other Customers.

7.17 As defined in the Port Protocols, the Customer must deliver a Notice of Readiness (NOR) and Cargo Accumulation Plan (CAP) to POPL and other such evidence as POPL reasonably requires from time to time to verify the Customer's arrangements for the accumulation and delivery of the Grain to the Port in order to meet its obligations for Vessel loading of the Grain from the Port.

7.18 If the Customer fails to comply with any of its obligations under clause 7.17 and/or POPL, acting reasonably considers that the Grain will not be able to be completely loaded onto the Vessel by the end of the Services Slot, POPL shall consult with the Customer (and Other Customers that are the subject of subsequent Other Customer Commitments) on the best way that POPL may work with the Customer. After such consultation, and subject to this clause 7.18, POPL may amend the dates of commencement of both the Storage Slot and the Services Slot (**Customer Failure Amendment Notice**). POPL shall only exercise its rights under this clause 7.18 to the extent that such action is necessary to ensure that it is able to meet Other Customer Commitments having regard to scheduling constraints arising from Other Customer Commitments (as may be amended).

7.19 Where a Customer Failure Amendment Notice is delivered under clause 7.18, the commencement dates of the Storage Slot and the Services Slot shall be deemed amended to be the dates specified, respectively, in the Customer Failure Amendment Notice, but will, otherwise, be for the same durations specified in the Services Slot. Otherwise, all of the terms and conditions of this Agreement shall continue to apply.

7.20 The Customer acknowledges that the delays of Other Customers in performing their obligations under Other Customer Commitments in respect of which POPL grants rights to use the Storage Space and Shiploading Equipment prior to the commencement of, respectively, the Storage Slot and Services Slot **(Other Customer Delays**), may delay the availability of the Storage Space and the Shiploading Equipment for use by the Customer in accordance with this Agreement. Where this occurs, POPL shall be entitled, acting reasonably and having regard to the matters referred to in clause 7.10, by notice in writing to the Customer, to amend the dates of commencement of both the Storage Slot and the Services Slot (Other Customer Delay Amendment Notice). POPL shall only exercise its rights under this clause 7.20 to the extent necessary as a result of Other Customer Delays.

7.21 Where an Other Customer Delay Amendment Notice is delivered under clause 7.20, the commencement dates of the Storage Slot and the Services Slot shall be deemed amended to be the

dates specified, respectively, in the Other Customer Delay Amendment Notice, but will, otherwise, be for the same durations. Otherwise, all of the terms and conditions of this Agreement shall continue to apply.

7.22 POPL shall have no liability to the Customer in connection with the exercise by POPL of its rights in accordance with clauses 7.18 and 7.20.

7.23 POPL reserves the right to seek costs from the Customer associated with the cancellation of a Vessel within 14 days of its original ETA or if a substituted Vessel ETA varies by more than 7 days.

8. Hours of Operation

8.1 The Operating Services shall be provided, by POPL during the Services Slot on a 24x7 basis until loading of the Grain onto the Vessel is completed. The Customer must ensure that the Grain supplied is ready for POPL to commence the supply of the Operating Services from the time of commencement of the Services Slot.

8.2 Where Front-End Loader Services, Customer Transport Services and Additional Services other than Operating Services are required, POPL will provide these services based on the Customer's requirements. Charges for these Services are detailed in Schedule A.

8.3 Operating Services may be impacted on Closed Port days, and in these instances, POPL will advise the Customer in advance.

9. Invoicing and payments

9.1 The Customer will pay the Charges in accordance with this clause 9.

9.2 The Customer will pay to POPL within 14 days of the date of an invoice or statement from POPL the Charges set out therein, including the Booking Fee and other up-front Service Fee as detailed in Schedule A.

9.3 The Booking Fee is non-refundable at the date of POPL's acceptance of a Services Slot.

9.4 Other non-refundable components of Fees are detailed in Schedule A.

9.5 Estimated up-front fees and an accompanying invoice will be provided to the Customer immediately after POPL's acceptance of the Customer's CAP for the Vessel requiring the Services i.e.,30 days prior to commencement of Services Slot.

9.6 The Fees must be paid by the Customer free from any set-off. Where parts of an invoice are disputed, the Customer will pay to POPL the undisputed amounts in accordance with clause 9.2. Upon resolution of the disputed amounts the Customer will pay to POPL those amounts within 30 days of the date of dispute resolution.

9.7 Payment must be made by either: (a) direct credit into POPL's bank account as follows or any other account notified to the Customer in writing:

Account Name	Port of Portland Pty. Limited
Bank	National Australia Bank
BSB	083 001
Account No.	17 075 0533

9.8 The Customer must submit a remittance advice clearly identifying the invoice(s) being paid to any of the following on the same day that payment is made:

Email	accounts@portofportland.com.au
Mail	Port of Portland Pty. Limited PO Box 292 Portland Victoria 3305

9.9 The Customer agrees to pay any charges levied by the POPL or DAFF relating to the Grain or the provision of Services (including, but not limited to berth hire, wharfage and quarantine inspection fees). In addition, to the extent that POPL has any liability to pay those charges, the Customer agrees to indemnify POPL against that liability, unless POPL specifically agrees to pay these charges on the Customer's behalf.

9.10 POPL and the Customer acknowledge that all fees and charges payable as stated in this Agreement have been calculated on a GST exclusive basis unless otherwise stated.

9.11 Any reimbursement of money pursuant to this Agreement paid by a Party to a third party will be net of the benefit of GST input tax credits claimable by the Party in respect of the payment.

9.12 If the Customer fails to pay any amounts owing under this Agreement by the due date, any amount outstanding which exceeds the company's trading terms will be charged at the rate prescribed in the Penalty Interest Act 1983, calculated from the due date to the date of actual payment in full.

10. Good and Services Tax (GST)

10.1 Where terms used in this clause 10 are defined in the GST Act, those terms have the same meaning in this clause10 as they do in the GST Act.

10.2 Unless otherwise expressly stated, the Charges and any other monetary amounts payable by the Customer under this Agreement are exclusive of GST, which must be paid additionally by the Customer at the same time that payment of the Fees or other amounts is due.

10.3 The Customer's obligation to pay the GST component of any consideration otherwise payable under this Agreement is conditional on it receiving a valid Tax Invoice in respect of the supply at or before the time payment for that supply is required under this Agreement.

10.4 If this Agreement requires a Party (First Party) to pay for, reimburse or contribute to any expense, loss or outgoing (Reimbursable Expense) suffered or incurred by the other Party (Second Party), the amount required to be paid, reimbursed or contributed by the First Party will be the amount of the Reimbursable Expense net of any Input Tax Credit to which the Second Party is entitled, plus any GST payable by the Second Party.

11. Books and Records

All information provided to the Customer by POPL will be treated as conclusive evidence of the correctness of the details set out in that information unless:

(a) the Customer notifies POPL in writing, setting out the detailed reasons, within 14 days of receipt of that information that there exists a bona fide dispute concerning the correctness of that information; or

(b) it is demonstrated at any time that there is a clear and manifest error in that information.

12. Lien

12.1 POPL shall have a first and paramount lien on the Customer's Grain for all monies payable (on any account whatsoever) by the Customer to POPL under this Agreement or otherwise.

12.2 Subject to any requirement of law, POPL will be entitled for the purpose of enforcing such lien to retain possession of the whole or any part of the Customer's Grain until all amounts due and payable are paid, or to sell all or any of the Customer's Grain in such manner as it thinks fit (after giving the Client at least 7 days prior notice) whereupon the proceeds of such sale will be applied in or towards the satisfaction of the moneys due to POPL and the costs of effecting the sale and the balance (if any) will be paid by POPL to the Customer. Where POPL sells all or any of the Customer's Grain for the purpose of enforcing its lien, the Customer irrevocably appoints POPL as its agent and attorney.

12.3 In enforcing a lien in respect of any Customer Grain, POPL will ensure that its actions do not affect the right of the Customer to receive the Outturn Entitlement under this Agreement.

13. Insurance and Risk

13.1 Save as expressly provided otherwise under this Agreement, the Customer bears the risk of loss or damage to the Customer's Grain.

13.2 The Customer is solely responsible for insuring Customer Grain.

13.3 The Customer must, and must cause any person entering the Facility for or on behalf of the Customer, to hold:

(a) Public and product liability insurance in an amount of not less than $50,000,000 for the Facility; and

(b) workers' compensation insurance required by law; and

(c) if driving a vehicle, comprehensive motor vehicle insurance and third-party insurance covering person and property.

13.4 POPL will at all times during the Term maintain:

(a) Public and product liability insurance in an amount of not less than $50,000,000 for the Facility; and

(b) workers' compensation and third-party insurance required by law

POPL shall, upon request of the Customer, provide details of insurance policies taken out by POPL under this clause 13.4 and certificates of currency of such policies.

14. Liability

14.1 POPL excludes all legislated guarantees, implied conditions and warranties except any legislated guarantee, implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (**Non-excludable guarantee**).

14.2 Subject to clause 14.3 and except for breach of a Non-excludable guarantee, POPL shall not be liable under or in connection with this Agreement or any collateral contract (whether in contract, tort (including negligence), for breach of statutory duty or otherwise):

(i) for any loss of profits, goodwill, revenue, production, anticipated savings, use or contracts or for any wasted expenditure, delay costs, demurrage, ex gratia payments made to third parties or for bank charges incurred; or

(ii) for any form of special, indirect or consequential losses whatsoever.

14.3 Subject to Clause 14.2, POPL limits its liability under or in connection with this Agreement or any collateral contract (whether in contract, tort (including negligence), for breach of statutory duty or otherwise) and for breach of all Non-excludable guarantees to, (at POPL's option):

(a) In the case of goods to which the event giving rise to liability relates:

(i) The replacement of the goods or supply of equivalent goods; or

(ii) The repair of the goods,

(b) In the case of Services to which the event giving rise to liability relates:

(iii) the supplying of the Services again; or

(iv) the payment of the cost of having the Services supplied again.

14.4 Notwithstanding any other provision of this Agreement, POPL's liability under or in connection with this Agreement or any collateral contract shall not be excluded or limited to the extent that it arises in respect of the following matters:

(a) death or personal injury resulting from POPL's negligence;

(b) fraud or fraudulent misrepresentation by POPL; or

(c) to the extent such exclusion or limitation is not otherwise permitted by law.

15. Acknowledgements and Exclusions

15.1 The Customer acknowledges that the Shiploading Equipment is ordinarily used by POPL for the loading of mineral sands and that the properties of mineral sands, and the Grain are inherently different and the Ship Loading Equipment has not been manufactured specifically for the purpose of the loading of Grain. From these differences, elements of uncertainty and risk arise in relation to ship loading performance.

15.2 Without in any way limiting clause 15.1, POPL provides no guarantees that the Ship Loading Equipment, Mobile Truck Unloader and Front-end Loader shall be free from residues, infestation, naturally occurring radioactive or other hazardous materials or any other contamination (**Contamination**), particularly having regard to the Ship Loading Equipment's usual use in respect of the loading of mineral sands. However, POPL confirms that the Shiploading Equipment, Mobile Truck Unloader and Front-end Loader will be thoroughly cleaned by POPL to reasonably eliminate the possibility of contamination by any remaining mineral sands in and on the Shiploading Equipment, Mobile Truck Unloader and Front-end Loader at POPL's own cost provided that the Customer is ultimately responsible for satisfying itself that Shiploading Equipment, Mobile Truck Unloader and Front-end Loader have in fact been cleaned in the manner required by this clause.

15.3 Where the Customer acting reasonably is not satisfied that the Shiploading Equipment, Mobile Truck Unloader or Front-end Loader have been cleaned in the manner required by clause 15.2, the Customer shall provide written notice to POPL (**Cleaning Remedy Notice**). Where POPL receives a Cleaning Remedy Notice given in accordance with the requirements of this clause, POPL shall provide additional cleaning services so that Shiploading Equipment, Mobile Truck Unloader or Front-end Loader are in fact cleaned in the manner required by clause 15.2 and the provisions of this clause 15.3 shall again apply once that additional cleaning has been performed. Without limiting any other provision of this Agreement, the Customer's sole remedy for any failure of POPL to provide cleaning services in the manner required by clause 15.2 is to require POPL to provide additional cleaning services.

15.4 POPL will ensure that the Shiploading Equipment, Mobile Truck Unloader and Front-end Loader has an operational and working auto sampling system (**Auto Sampling System**) to be inspected under clause 15.4(a) to demonstrate that the sample sizes being obtained during loading are sufficient and the DAFF Authorised Officer (AO) referred to in clause 15.4(a) inspecting the Grain would have enough sample to do such inspection **provided that** the Customer shall be responsible for:

(a) Procuring all necessary inspections by an AO under the Export Legislation of all relevant loading equipment/infrastructure (including the Ship Loading Equipment, Mobile Truck Unloader and Front-end Loader) and sign-off that such equipment/infrastructure is approved for use in connection with the Grain and the supply of the Services.

(b) ensuring that the Grain ultimately loaded onto the Vessel is free of Contamination (including by conducting all necessary sampling and testing of trucks and throughout the ship loading process, in a manner approved by DAFF and/or any other relevant authority having jurisdiction, whether under the Export Legislation, the Approved SOP or otherwise; and

(c) satisfying itself that the Auto Sampling System during all periods of use is in fact operating in its intended manner.

15.5 Where the Customer acting reasonably is not satisfied that the Auto Sampling System is operating in the manner contemplated by clause 15.4(b) the Customer shall provide written notice to POPL (**Auto Sampling System Remedy Notice**). Where POPL receives an Auto Sampling System Remedy Notice given in accordance with the requirements of this clause, POPL shall repair the Auto Sampling System so that it in fact operates in the manner contemplated by clause 15.4 and the provisions of this clause 15.5 shall again apply once those repairs have been performed. Without limiting any other provision of this agreement, the Customer's sole remedy for any failure of the Auto Sampling System to operate in the manner contemplated by clause 15.4(b) is to effect repairs in the manner contemplated by this clause.

15.6 Except where such delays or claims directly arise from POPL's default or negligent act or omission, the Customer releases POPL from and agrees to indemnify POPL against all delays and claims arising from or in respect of the Contamination of the Grain, including any claims that may be made by third parties.

16. Indemnity

16.1 The Customer indemnifies POPL against all Loss arising from any:

(a) delay in completing:

(1) the complete removal of the Grain from the Storage Space by the time of expiry of the Storage Slot; and

(2) the complete loading of the Grain onto the Vessel by the time of expiry of the Services Slot,

howsoever arising, except to the extent caused by the negligence, default or omission of POPL or POPL's breach of this Agreement;

(b) breach by the Customer of this Agreement; and

(c) negligent act or omission by the Customer or the Customer's Personnel.

16.2 Without limiting POPL's rights under the indemnity in clause 16.1 or, otherwise, in respect of the Customer's breach of this Agreement, the Customer agrees that, if it does not:

(a) complete the removal of the Grain from the Storage Space by the time of expiry of the Storage Slot, it shall be liable to pay the Storage Space Fee pro-rated for each day of delay; and

(b) complete the loading of the Grain onto the Vessel by the time of expiry of the Services Slot, the Customer shall be liable to pay the Operating Services pro-rated for each day of delay.

17. Breach and Termination

17.1 A Party (**Innocent Party**) may terminate this Agreement by notice in writing to the other Party if the other Party (**Breaching Party**) breaches this Agreement and either:

(a) the Breaching Party fails to remedy such breach within 14 days of receiving notice of such breach from the Innocent Party; or

(b) in the reasonable opinion of the Innocent party, the breach is incapable of remedy.

17.2 If this Agreement is terminated in accordance with clause 17.1:

(a) termination will not affect the enforceability of any of the Innocent Party's rights or obligations accrued under this Agreement, which survive termination; and

(b) termination will not prejudice the Innocent Party's right to claim and recover damages or money under this Agreement or at law.

17.3 Clauses 1, 14, 15 and 16 shall survive the termination of this Agreement.

17.4 Without limiting clause 17.3, any clause which, by its nature, is expressly or impliedly intended to survive termination, shall survive the termination of this Agreement.

17.5 Where the Customer is in breach of this Agreement and without limiting POPL's rights under the preceding provisions of this clause 17, POPL may take whatever reasonable action it considers appropriate to remedy the breach or to mitigate the consequences thereof.
Without limiting the generality of the foregoing, with the written consent of the Customer, where the Customer does not complete the complete removal of the Grain from the Storage Space by the time of expiry of the Storage Slot or the complete loading of the Grain onto the Vessel by the time of expiry of the Services Slot, POPL shall be entitled to move the Grain to an alternate location (either within or outside the Port).

The Customer shall be liable for all of POPL's reasonable costs in direct connection with POPL taking any action in accordance with this clause.

18. Assignment

Each Party must not assign or transfer any of its rights or obligations under this Agreement, except with the other Party's prior written consent.

19. Force Majeure

19.1 For the purpose of this Agreement, a "Force Majeure Event" affecting a Party means anything outside that Party's reasonable control as defined in Clause 1.

19.2 If any Party is prevented, hindered or delayed from performing any of its obligations under this Agreement (other than an obligation to pay money) by an Event of Force Majeure (in this clause 19 called the "Affected Party") then, as long as that situation continues, the Affected Party shall be excused from performance of such obligation to the extent it is so prevented, hindered or delayed, and the time for performance of such obligation shall be extended accordingly.

19.3 As soon as possible after the Event of Force Majeure arises, the Affected Party must notify the other Party of:

(i) the nature of the Event of Force Majeure

(ii) the cause of the Event of Force Majeure

(iii) which obligations the Affected Party believes it is wholly or partially precluded from complying with as a result of the Event of Force Majeure (as defined in this clause 19, called the "Affected Obligations")

(iv) the extent to which the Event of Force Majeure precludes the Affected Party from performing the Affected Obligations

(v) the expected duration of the delay arising as a result of the Event of Force Majeure

(vi) the steps that are being taken to minimise the impact of the Event of Force Majeure, and

(vii) the steps which would be taken (subject to the Parties reaching an agreement as to the payment of any additional costs involved) to minimise the impact of the Event of Force Majeure.

19.4 Upon receiving a notice under Clause 19.3 the Parties will meet to discuss and agree:

(i) what action can be taken to minimise the effect of the Event of Force Majeure on the performance by the Affected Party of the Affected Obligation;

(ii) whether the Affected Party is able to work around the Event of Force Majeure either to prevent the delay in the performance of the Affected Obligations or to minimise the impact of that delay; and

(iii) the modifications to the terms and conditions of this Agreement or any other agreements between the Parties (including without limitation any modifications or additions relating to the appointment of any additional costs) are required to give effect to any proposal to minimise the effect of the Event of Force Majeure.

19.5 The Affected Party must keep the other Party fully informed of its plan to minimise the effect of the Event of Force Majeure and subject to reaching agreement concerning any modifications or additions required to give effect to any proposal to minimise the effect of the Event of Force Majeure, must:

(i) comply with all reasonable requests made by the other Party relating to the prevention or minimisation of the impact of the Event of Force Majeure; and

(ii) use all reasonable endeavours to resolve, and minimise the impact of, the Event of Force Majeure.

19.6 For the avoidance of doubt, an obligation to pay money to POPL is not excused by an Event of Force Majeure.

19.7 In relation to an Industrial Dispute, the requirement to use all reasonable endeavours to resolve or minimise its impact will not require either Party to settle any strike, lockout, boycott or other dispute or claim, or any demand by a third party, on the terms contrary to the wishes of that Party.

20. Dispute Settlement

20.1 The Parties will endeavour to resolve any Dispute concerning the terms of this Agreement between themselves, including where necessary escalating the Dispute for negotiation between senior representatives from both Parties.

If the Dispute is not resolved within ten Business days, the Dispute must, unless the Parties agree otherwise, be submitted to mediation whereby:

(a) the mediator will be appointed by agreement of the Parties, or if not agreed, through appointment by the President of the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia (IAMA)

(b) the mediation will be conducted under IAMA rules, unless otherwise agreed

(c) each Party will bear their own costs in relation to the preparation for and attendance at the mediation and will share the costs of the appointed mediator

(d) the mediation will be held in Melbourne, unless otherwise agreed

(e) the mediation process will terminate within 20 Business days of the appointment of the mediator.

20.2 During any Dispute resolution process, the pre-dispute status quo will continue. Accordingly:

(a) each Party will comply with its obligations, and may exercise its rights under this Agreement; and

(b) the fact that a Party ceases to do anything in Dispute will not be taken to be an admission by that Party that it had breached, or had been in breach, of this Agreement.

21. Miscellaneous Provisions

21.1 Notices

(a) Any notice given or made by a Party under or in connection with this Agreement must be in writing and signed by that Party by an authorised signatory of that Party. A person is an authorised signatory if he or she is a director of the relevant Party or is authorised in writing by that Party. Any notice by email is taken to be signed by the named sender.

(b) Any notice given under this Agreement is only given if it is in writing and delivered or posted to that Party at its address and marked for the attention of the relevant department or person (if any) set out below or sent by email to that Party at its email address and marked for the attention of the relevant department or person (if any) set out in below.

POPL Name: Port of Portland Pty. Limited
Address: PO Box 292, Portland Victoria 3305
Email: grain@portofportland.com.au

Customer Company Name: _____
Address: _____
Email: _____
Attention: _____

(c) If a Party gives each other Party three Business Days' notice of a change of its address or email address, any notice is only given to that Party if delivered or posted to its latest address or email address.

(d) Any notice is to be treated as given at the following time:

(i) if it is delivered, when it is left at the relevant address;

(ii) if it is sent by post, two (or in the case of a notice posted to another country, nine) Business Days after it is posted; or

(iii) if sent by email, on the date of transmission, or if sent on a non-Business Day to the recipient's address, on the next Business Day, and provided that the sender's email software from which the email was sent records a successful transaction.

(e) If any notice is given on a day that is not a Business Day or after 5.00pm on a Business Day in the place of the Party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day. If the sender's email software indicates that the notice was received after 5.00pm it shall be deemed to have been received on the following day.

21.2 No Agency

This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties. POPL is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute POPL, nor any person employed or engaged by POPL, as an agent or employee of the Customer.

21.3 No Waiver

The failure by any Party at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of those powers, remedies or rights or affect the Party's rights to enforce those powers, remedies or rights at any time, and any single or partial exercise of any power, remedy or right does not preclude any other or further exercise of it or the exercise of any other power, remedy or right under this Agreement.

21.4 Severance

If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

21.5 Entire agreement

This Agreement (and the documents to which it refers) constitutes the entire agreement between the Parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out or referred to in this Agreement binds the Parties. Accordingly, all other correspondence, negotiations and other communications between the Parties in relation to the subject matter of this Agreement which precede this Agreement are superseded by and merged in this Agreement.

21.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together constitute one Agreement.

21.7 Electronic signature

Each Party consents to exchange by electronic means. A copy of an original executed counterpart sent by email or by facsimile machine:

(a) must be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

(c) may be produced in evidence for all purposes in place of the original.

A Party which has executed a counterpart of this Agreement or its legal practitioner may exchange it with another Party by sending a copy of that original executed counterparty by email or facsimile machine to that other Party or its legal practitioner and if requested by that other Party or its legal practitioner must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this Agreement.

21.8 Governing Law

This Agreement is governed by the law in force in Victoria and the Parties submit to the exclusive jurisdiction of the courts of Victoria and all courts competent to hear appeals from the courts of Victoria in respect of all proceedings arising in connection with this Agreement.

21.9 Costs

POPL and the Customer must pay their own cost of preparation of this Agreement.

21.10 Variations

No variation or amendment to this Agreement is valid or has any effect unless agreed in writing by both the Customer and POPL.

22. Confidential Information

22.1 Subject to clause 22.2, neither Party may disclose Confidential Information of the other Party without the prior written consent of the other Party.

22.2 Either Party may disclose Confidential Information of the other Party which:

(a) at the time of disclosure is in the public domain, but not as result of a breach of any legal or equitable obligation of confidentiality;

(b) is required to be disclosed for the purposes of performing its obligations under this Agreement (but then only to the extent so required);

(c) is required to be disclosed to its professional advisers, bankers or financial advisers, subject to each such recipient of Confidential Information giving equivalent confidentiality undertakings; or

(d) is required to be disclosed by law.

23. No Endorsement

23.1 The Customer must not (without the prior written consent of POPL):

(a) make any reference, comment or statement either written or oral, that could be construed as an endorsement by the POPL of the Customer or of the Customer's products or services; or

(b) refer to POPL or the Services provided by POPL to the Customer in any publication, promotional or advertising material unless approved by POPL.

23.2 The Customer acknowledges that:

(a) POPL will treat the obligation provided by the Customer to POPL in clause 23.1 as a serious undertaking; and

(b) it is aware that any breach of this serious undertaking may result in POPL suffering damage.

PORT OF PORTLAND

SCHEDULE A

2027 Grain Loading Service Fees and Related Charges

Charge Type	All Bulk Grains
Services Slot Booking Fee	**$5.00** per tonne
Vessel Loading Fee	**$12.26** per tonne
Accumulation, Storage and Out loading	
Storage throughput fee (services)	**$10.35** per tonne
Transit Shed No.1 storage fee (subject to availability)	**$884.66** per day
Transit Shed No.2 storage fee ((subject to availability)	**$1,821.28** per day
Additional Services Fee (as required)	
Additional labour as required	**$144.69** per hour/pp
Additional flow path cleaning fee	**$5,512.00** per clean
Additional loading fee, Canola	**$1.00** per tonne

*****All charges are in $AUD and are exclusive of GST**

Explanatory Notes

Services Slot Booking Fee

This charge applies to the booking of nominated grain loading services slot capacity. POPL will assess booking slot applications in accordance with the Port Protocols published on its website.

This is a non-refundable charge.

Any additional volume loaded above the nominated tonnage will be charged as part of the end of vessel reconciliation. Invoices are due for payment within 14 days of the booking. Any booking invoices not paid by the due date will result in the slot being cancelled.

This charge is a component of the Vessel Loading Fee.

Vessel Loading Fee

The vessel loading fee is charged per tonne and POPL will provide labour and infrastructure for the receival of grain through a mobile truck unloading system as well as the loading of the vessel. The total charge is calculated following the completion of the vessel loading services and reduced by the pre-paid Slot Booking Fee.

If an Intent to Ship Application is received less than 30 days prior to the vessel arrival, then a late booking fee of $0.50 per tonne in addition to the vessel loading fee is payable.

Accumulation, Storage and Out loading Service Fees

This storage throughput fee is a service charge for POPL to provide labour and mobile plant and equipment to receive, stockpile and outload delivered grain from the POPL storage facilities.

A storage fee is applied daily for each day grain is stored in POPL's storage facilities.

POPL storage sheds are subject to availability.

Additional Charges

Additional labour to be charged for a minimum of 8 hours during shiploading operations.

A flow path cleaning fee applies if an additional clean is required during the vessel loading due to infestation or commodity change.

ANNEXURE 1 –POPL Weblinks

The following documents can be found on the POPL website and may be amended from time to time.

POPL Grain Services webpage, PTSA, protocols for Managing Demand and forms

https://www.portofportland.com.au/port-operations/services-facilities/grain-services/

POPL Berthing Protocol & Productivity Rules

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

POPL Port User Operating Licence (PUOL)

https://www.portofportland.com.au/port-operations/applications-forms/other-forms-and-documents/

POPL Pricing Schedules

https://www.portofportland.com.au/port-operations/services-facilities/port-charges/