



Commodity Ag Port Protocols

Albany Mobile Ship Loader

Introduction

The Terminal Operator operates a grain receival and storage facility at Albany, together with a ship loader.

These Port Loading Protocols describe how the Terminal Operator will manage the capacity at the Terminal Facilities and allocate shipping capacity and ship loading services at the Terminal Facilities. The Port Loading Protocols apply to grain.

The Terminal Facilities receive grain by road transport only. The Customer should be aware that careful planning of cargoes is required to vessel arrival to achieve optimal vessel turnaround.

Definitions:

Business Day means each day excluding Saturdays, Sundays and public holidays in South Australia.

Cargo Assembly Plan means the document provided by the Customer to the Terminal Operator as set out in these Port Loading Protocols.

Customer means an entity (or its agent) that has entered into a Storage and Handling Agreement with the Terminal Operator and wishes to access the Terminal Facilities for storing, accumulating and loading bulk grain onto its vessel for export.

DAWR means the Department of Agriculture and Water Resources (formerly DAFF, AQIS).

Delivery Period means the period included in the Intent to Ship Notice that indicates the Customer's vessel's ETA at the Port. The Delivery Period nomination requires a 10 day laycan within which the Customer's vessel is anticipated to arrive and load.

ETA means estimated time of arrival. Page 2 of 14 Port Loading Protocols

Intent to Ship Notice means the document supplied by the Customer to the Terminal Operator when seeking to book shipping capacity, as set out in these Port Loading Protocols.

Load Plan means the document supplied by the Customer to the Terminal Operator that provides instructions on how the vessel shall be loaded, as set out in these Port Loading Protocols.

Load Slot means the 10 day period offered by the Terminal Operator to the Customer that indicates the best estimate for the commencement and completion of vessel loading.

Port means the Albany, Western Australia.



Port Terminal Services means the services provided by the Terminal Operator which enables the Customer to export bulk grain.

Nomination Fee means the fee that is payable upon the Customer accepting a Load Slot offered by the Terminal Operator.

Shipping Stem means the list of vessels accepted to be loaded at the nominated anchorage point for the Terminal Facilities, as published on the website www.CommodityAggrain.com.au and updated as appropriate.

Terminal Facilities means the grain ship loader.

Terminal Operator means the operator of the Terminal Facilities, being Commodity Ag.

Vessel Nomination means the document supplied by the Customer to the Terminal Operator as set out in Step 3 of these Port Loading Protocols.

Shipping Stem The Terminal Operator will publish a Shipping Stem weekly or as appropriate on the website address.

Port Loading Protocol

In order to request Port Terminal Services, the Customer shall adhere to the Port Loading Protocol below.



Intent to Ship Notice

At least 30 days prior to the first day of the Delivery Period, the Customer shall provide the Terminal Operator with an Intent to Ship Notice via email, which shall include the following details:

- Delivery Period (14 day laycan nomination)
- Commodity
- Grade (if known)
- Tonnage
- Any other details reasonably requested by the Port Terminal Operator

The Terminal Operator shall accept or reject the Intent to Ship Notice within 1 Business Days of receipt.

Where the Terminal Operator accepts the Intent to Ship Notice, the Customer will be offered a 14 day Load Slot within the nominated Delivery Period and will be issued with a Nomination Fee invoice. The Customer has 2 Business Days to accept such offer.

Where the Terminal Operator determines that it is not possible to offer a Load Slot within the nominated Delivery Period, the Terminal Operator may, at its sole discretion, offer an available Load Slot that is close to the nominated Delivery Period and, at the same time, issue a Nomination Fee invoice. In this instance, the Customer has 2 Business Days to accept such offer.

Where a Loading Slot is offered by the Terminal Operator and accepted by the Customer, the Customer must pay the Nomination Fee in accordance with the Nomination Fee invoice.

When assessing the Intent to Ship Notice, the Terminal Operator will take into account the following:

- Existing vessel bookings at the Terminal Facilities
- Cargo accessibility at Commodity Ag Albany site
- Loading efficiency
- Other matters that the Terminal Operator reasonably deems to be relevant



Vessel Nomination

At a minimum 14 days prior to the first day of the laycan, the Customer shall provide a Vessel Nomination (Annexure A), which shall include the following details:

- Vessel name
- Vessel ETA
- Load ports
- Confirmed departure from last port
- Last 3 commodities loaded / ports visited
- Vessel dimensions (LOA/BEAM/DM/GRT/NRT/DWT, hatch details)
- Laycan (5 days)
- Grade
- Minimum tonnage
- Maximum tonnage
- Destination details
- Shipping agency
- De-ballasting requirements
- Any other details reasonably requested by the Terminal Operator

The Terminal Operator shall use best endeavors to accept or reject the Vessel Nomination within 1 Business Day of receipt.

Accumulation

As capacity at the Terminal Facilities and capacity of the Loading Berth are both limited, the Terminal Operator will determine, at its sole discretion, the order of cargo accumulation taking into account:

- Terminal storage capacity
- Vessel's ETA
- Availability of cargo for loading on board the vessel
- Loading Berth efficiencies

Commencement of Loading

The vessel loading order will be determined taking into account:

- Shipping stem
- Terminal Facilities capacity
- Loading Berth
- Receipt of notices from the Customer in compliance with these Port Loading Protocols
- Time of vessel's arrival at Port
- Availability of cargo for continuous loading
- Date vessel passes relevant surveys

Loading of the vessel will not commence until the Customer provides written instructions to the Terminal Operator to do so.

Service Level

- 24 hours shipping shifts @ 7 days (public holidays excluded) subject to cargo availability. Labour can be ordered for Public Holidays subject to availability and at Customer cost.
- Base level export sampling regime included
- Export QA (AO service) available (refer Annexure B)



Notice of Readiness (NOR)

A vessel tendering NOR must have arrived at the port's designated anchorage points and must be ready to receive cargo in all respects, including passing of surveys (where appropriate).

For a NOR presented and accepted on a business day from Monday to Friday between 9am and 5pm, labour for loading operations will commence from the next available shift. Actual shift starting and finishing times are subject to change.

NOR presented on weekends or public holidays will be accepted on the most immediate business day at 9am following receipt of the NOR with labour to commence on the soonest available business day shift.

Survey Failure

The Terminal Operator reserves the right to recover costs from the Customer where a vessel fails survey(s) and/or is not physically and legally ready to load within the Load Slot. Such costs include but are not limited to cancelled labour costs, fumigation and other cargo treatment costs, carrying charges and delay costs.

The Terminal Operator is entitled to require payment of its reasonable assessment of such losses as cleared funds from the Customer, before the cargo is loaded onboard the vessel.

The Terminal Operator will commingle grain (unless otherwise agreed) with other Customers' cargo in order to efficiently manage the limited storage capacity at the Terminal Facilities.

Priority Berthing – Vessel Delays & Substitutes

Delays to either the commencement of loading (eg. survey failure) or loading duration may result in the vessel being moved off the Berth, and the Terminal Operator will not be responsible nor liable for any costs or losses suffered as a result of or related to such actions.

The Customer will notify the Terminal Operator if the original vessel is to be substituted for another vessel. The vessel's loading priority will not be affected by the substitution, provided that the substituted vessel's ETA is 3 or fewer days either side of the commencement date of the Load Slot and cargo quantity to be loaded has not varied by more than 5%.



Vessel Cancellation

Where a vessel is cancelled within 14 days of the commencement date of the relevant Load Slot, the Terminal Operator maintains the right to recover all resultant losses including but not limited to any cancelled labour costs, fumigation and/or other treatment costs, carrying charges and/or delay costs from the Customer.

Weights

Bill of Lading weights will be based on on-shore weights as determined by a certified weighbridge.

General

Amongst other rights that arise under the Port Loading Protocols, the Terminal Operator, at its sole discretion, maintains the right to reject or cancel Load Slots where:

- The Customer fails to pay the Nomination Fee when it becomes due and payable
- The Intent to Ship has not been properly executed.
- A valid Vessel Nomination Advice is provided fewer than 14 days before the first day of the Load Slot
- Loading the Cargo would unreasonably delay vessel(s) on the Shipping Stem and waiting to load cargo
- The vessel's ETA changes to the extent that it is more than 3 days before or after the commencement date of the Load Slot.

Notices

All notices and communications under these Port Loading Protocols are to be sent by the Customer to the Terminal Operator by email addressed to: accounts@commodityag.com.au or specific employee addresses as nominated by Commodity Ag.

Terminal Operator will send all notices and communications under these Port Loading Protocols.



Dispute Resolution

In the event of a dispute arising out of the Port Loading Protocols, the following procedure shall apply:

- Either party must notify the other in writing of the dispute, including a description of the dispute and suggest a desired outcome.
- The other party shall respond to the dispute within 2 Business Days by providing a written explanation regarding that party's position.
- Where the aggrieved party is not satisfied with the other party's response, the dispute may be escalated by serving a further written notice to the other party's Nominated Representative.
- The Nominated Representative (or authorised delegate, if the Nominated Representative is unavailable) shall endeavour to arrange a meeting or phone call between the parties to be held within 2 Business Days of receipt of the abovementioned escalation notice.
- The parties will discuss the issue at the escalation meeting in an attempt to achieve a better understood and / or satisfactory outcome.

*Annexures attached may be subject to change for 23/24 season



ANNEXURE A - VESSEL NOMINATION

Vessel name			
Owner		Holds	
ETA		Departure from last port	
Laycan		Load grade	
Load tonnage (min)		Load Tonnage (max)	
Authority to load		Year built	
Last 3 commodities loaded		Last 3 ports visited	
Vessel type		DWT	
Flags		LOA	
GRT		NRT	
Destination		Shipping agency	
Arrival draft		Departure draft	
Beam		De-ballasting requirements	

Name:

Customer:

Signature:

Date:



ANNEXURE B – EXPORT SHIPPING FEES AND CHARGES

Vessel loading fee <i>(wheat and barley)</i>	\$42.00/mt
Shrinkage (dust) Allowance	0.7%
Nomination (pre-payment) fee	\$8.00/mt (prepayment once booking is accepted)

****Pulses and Oilseed cargoes are POA***

Includes:

- Booking fee and vessel loading
- Weighing via certified weighbridge
- Movement of grain from Commodity Ag Albany (Copel Road site) to Port of Albany, Berth 2
- Stevedoring (Stow trimming as per vessel instruction)
- AO inspection as required by DAWE
- Fees are based on wheat and barley with other commodities POA

Excludes fumigation, port related charges and any other fees outside the reasonable control of Commodity Ag Pty Ltd.

Vessel demurrage and breakdowns will not be compensated.

Additional fees and charges

Sampling Fee	\$100 per sample. Courier costs at shippers expense.
Sunday/Holiday rates	\$10,000 per day (additional).
Cancellation Fees	\$20,000 per cancelled 24 hour shift
Weather delays	\$1,000 per hour.

Payment Terms

Payment Terms – 14 days from invoice date

NB: All prices quoted are \$AUD per tonne and GST Exclusive