



ADM Trading Australia Pty Ltd  
Naylor House  
Level 1, 191 Pulteney Street  
Adelaide SA 5000  
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## STORAGE AND HANDLING (WAREHOUSE) AGREEMENT

**THIS STORAGE AND HANDLING (WAREHOUSE) AGREEMENT** is entered into on \_\_\_\_\_  
("Commencement Date") between

- (a) **ADM Trading Australia Pty Ltd**, a company organised under the laws of Australia and having its registered office at 'Naylor House' Level 4, 191 Pulteney Street, Adelaide, SA 5000, Australia ("ADM"); and
- (b) \_\_\_\_\_, a company organised under the laws of Australia and having its registered office at \_\_\_\_\_ ("Client").

For the purposes of this Agreement, ADM and Client may hereinafter individually be referred to as a "Party" and collectively as "Parties".

The terms of the Storage and Handling (Warehouse) Terms and Conditions (available at [www.admgrain.com.au/marketing-options/port-pirie-site](http://www.admgrain.com.au/marketing-options/port-pirie-site) in full) including the arbitration clause at Clause 6.2 therein are also hereby expressly incorporated into this agreement. This agreement and the Storage and Handling (Warehouse) Terms and Conditions will form and shall collectively be referred to as the Agreement or this Agreement.

### **RECITALS:**

- A. The Trustee for DCG Trust (Dublin Clean Grain) is the operator of a grain bunker site at Dublin on behalf of ADM Trading Australia Pty Ltd ("ADM"). Dublin Clean Grain will be open to receive pulses and barley ("Grains") for the 20/21 harvest on behalf of ADM. ADM will be the sole Marketer/Buyer at the Dublin Clean Grain bunker site.
- B. The Client desires to deliver and store its Grains at the Dublin Clean Grain Bunker Site and to eventually sell and transfer ownership of its Grains to ADM.
- C. By delivering Grains to the Dublin Clean Grain Bunker Site, the Client as a grower of Grains acknowledges and agrees that ADM will ultimately take title of the Grains delivered to the storage facility.
- D. The Client must ensure, and provide a signed Delivery Declaration by the Client, the grower or agent (as the case may be) in accordance with the form at Schedule 1 of the Agreement, which warrants that each load of Grains delivered to the Dublin Clean Grain Bunker Site are in accordance with clause 2.1.d of the Agreement.
- E. If any of the conditions in Clause 2.1 of the Agreement have not been satisfied, ADM may in good faith refuse to accept for purchase, provide, or impose additional conditions on the provision of Services in respect of any load of Grains of the Client on any reasonable grounds as mentioned in clause 2.2 of the Agreement.
- F. Parties also agree that it is the Client's contractual right to fix a price for the transfer of the Grains as long as this is done within the designated contract period.
- G. Any Grains delivered to and warehoused at the Dublin Clean Grain Bunker Site shall be subject to free monthly storage until the 31<sup>st</sup> of December. Barley will incur \$1/Mt per month January 1<sup>st</sup> to July 31<sup>st</sup>, then \$2/mt per month from August 1<sup>st</sup> to 1<sup>st</sup> October 2021. Pulses will incur \$1/Mt per month January



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1<sup>st</sup> to March 31<sup>st</sup>, \$2/mt per month from April 1<sup>st</sup> to 31<sup>st</sup> August, \$5/t per month from the 1<sup>st</sup> of September until tonnes are sold.

- H. Fees accrued will be deducted from the Client's grain payment following and collected at the time of payment to the Client.
- I. By signing the below, the Client acknowledges they have read and accepted the terms of the Storage and Handling (Warehouse) Agreement and the Storage and Handling (Warehouse) Terms and Conditions (available at [www.admgrain.com.au/marketing-options/port-pirie-site](http://www.admgrain.com.au/marketing-options/port-pirie-site)) in full.
- J. Notwithstanding the COVID-19 outbreak, both parties shall exercise due diligence in relation to the performance of their respective obligations and the Agreement generally. The COVID-19 outbreak shall constitute a potential event for the purposes of any term of this Agreement dealing with impediments and/or delays to performance outside the control of either party, including the prevention of shipment, force majeure and/or prohibition clauses, regardless of whether the impact of the outbreak is foreseeable or not.

**Signed for and on behalf of (Client)**

**Trading Name:** \_\_\_\_\_

**ABN:** \_\_\_\_\_

**Applicable NGR(s):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Signature)** \_\_\_\_\_

**(Full Name)** \_\_\_\_\_

**(Title)** \_\_\_\_\_

**(Signature of Witness)** \_\_\_\_\_

**(Dated)** \_\_\_\_\_

**Signed for and on behalf of ADM**

**(Signature)** \_\_\_\_\_

**(Full Name)** \_\_\_\_\_

**(Title)** \_\_\_\_\_