



ADM Trading Australia Pty Ltd
Naylor House
Level 4, 191 Pulteney Street
Adelaide SA 5000
T+61 8 8210 9000
F +61 8 8210 9099
E admin.ade@adm.com

Introduction

The Shiploader operates a mobile bulk loading at ADM Port Pirie.

These Port Loading Protocols describe how the Shiploader will manage the capacity at the Port Pirie Berth 5 and allocate shipping capacity and ship loading services at the Berth. The Port Loading Protocols apply to grain.

Berth 5 receives grain by road transport only. The Client should be aware that careful planning of cargoes is required to vessel arrival to achieve optimal vessel turnaround.

Definitions:

Berth means Port Pirie Berth 5.

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

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

Client 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.

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

Delivery Period means the 10 day laycan nominated by the Client in the Intent to Ship Notice that indicates the period in which the Client's Vessel's is expected to arrive at the Port.

ETA means estimated time of arrival at Port Pirie Berth 5.

Intent to Ship Notice means the email supplied by the Client to the Shiploader acknowledging they wish to ship within a specified Shipping Slot purchased.

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

Shipping Slot means the 15 day period offered by the Shiploader to the Client that indicates the best estimate for the commencement and completion of Vessel loading.

Port means Port Pirie Berth 5, South Australia.



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Nomination Fee means the fee that is payable upon the Client accepting a Shipping Slot offered by the Shiploader.

Shipping Stem refers to the published Shipping Stem found on ADM's website at [<https://www.admgrain.com.au/grain-marketing/grain-storage-options/adm-port-pirie> insert web address here].

Shiploader means the operator of the Terminal Facilities, being ADM Trading Australia Pty Ltd.

Vessel means the shipping vessel nominated by the Client and accepted for loading by the Shiploader in the Vessel Nomination.

Vessel Nomination means the document supplied by the Client to the Shiploader as set out in Annexure A of these Port Loading Protocols.

Shipping Stem

The Shiploader will publish a Shipping Stem weekly or as it deems appropriate on the website address.

Port Terminal Services are the services provided to the Client in order to load Vessels from Port Pirie Berth 5.

Port Loading Protocol

In order to request and receive Port Terminal Services, the Client shall adhere to the Port Loading Protocol below.

Intent to Ship Notice

At least 30 days prior to the first day of the Shipping Slot, the Client shall provide the Shiploader with an Intent to Ship Notice via email, which shall include the following details:

- Delivery Period (10 day laycan nomination)
- Commodity
- Fumigation/ Phytosanitary requirements
- Grade (if known)
- Tonnage
- Any other details reasonably requested by the Shiploader



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The Shiploader shall accept or reject the Intent to Ship Notice within 2 Business Days of receipt.

Where the Shiploader accepts the Intent to Ship Notice, the Client will be offered a 10 day Load Slot within the nominated Shipping Slot and will be issued with a Nomination Fee invoice. The Client has 2 Business Days to accept such offer.

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

- Existing vessel bookings at the Port Pirie Berth 5;
- Timely cargo accumulation while the vessel is alongside ready to load
- Loading efficiency; and
- Other matters that the Shiploader reasonably deems to be relevant

Cargo Accumulation Plan

At a minimum 20 days prior to the first day of the Load Slot, the Client shall provide a Cargo Accumulation Plan (CAP) via email, which shall include the following details:

- Vessel name, if known, otherwise to be named as "TBN"
- Laycan
- Quality specifications
- Blending details
- Minimum tonnage / maximum tonnage
- Inland transportation schedule
- Any other details reasonably requested by the Shiploader

Load Slot dates are approximate only and can be affected by a variety of factors, for which the Shiploading will not be responsible, including but not limited to Force Majeure Events, weather, survey failures, accumulation delays, delays in loading other vessels, cargo changes, DAWE compliance.



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Vessel Nomination

At a minimum 15 days prior to the first day of the Vessel ETA, the Client 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 Shiploader shall use reasonable endeavours to accept or reject the Vessel Nomination within 1 Business Day of receipt.

Shipping Priority/ Accumulation

The Client is to notify the Shiploader of the transport schedule. As capacity of the Port Pirie Berth 5 is limited, the Shiploader will determine, at its sole discretion, the order of vessel priority taking into account (without limitation and in no order of precedence):

- the Client's Cargo Accumulation Plan (CAP)
- the Vessel's ETA



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- Date when Intent to Ship Notice was received by the Shiploader
- Availability of cargo for loading on board the Vessel
- Berth efficiencies

Loading Sequence

The Client shall supply a Load Plan at least 48 hours before the Vessel commences loading to assist the planning of cargo stowage and loading operation. Prior to the commencement of loading, the Vessel shall be required to have passed a marine, DAWE or any other survey required by legislation, the Shiploader and/or the Terminal Operator.

Capacity Allocation

- The Shiploader's total shipping capacity available for the season is 100,000 tonnes
- Early bookings are available for a total of 40,000 tonnes up to 1 August prior to the season. The balance of 60,000 tonnes will be available for spot bookings

Service Level

- 24 hours shipping shifts @ 6 days per week (Sundays and public holidays excluded) subject to cargo availability. Labour can be ordered for Sundays and Public Holidays subject to availability and at Customer cost
- Base level export sampling regime included
- Export QA (AO service) available (Schedule B)



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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 next Business Day at 9am following receipt of the NOR with labour to commence on the soonest available business day shift.

Survey Failure

In addition to retaining the Shipping Slot fee, the Shiploader reserves the right to recover costs from the Client 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 Shiploader is entitled to require payment of its reasonable assessment of such losses as cleared funds from the Client, before the cargo is loaded onboard the vessel.

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 Shiploader will not be responsible nor liable for any costs or losses suffered as a result of or related to such actions.

The Client will notify the Shiploader 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 original ETA and cargo quantity to be loaded has not varied by more than 5%.

Vessel Cancellation

Where a Vessel is cancelled within 15 days of the commencement date of the relevant Shipping Slot, in addition to retaining the Shipping Slot fee, the Shiploader 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.



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Weights

Bill of Lading weights will be based on on-shore weights as determined by the ADM Port Pirie Site certified weighbridge.

General

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

- The Client fails to pay the Nomination Fee when it becomes due and payable
- The Intent to Ship has not been properly executed on email.
- A valid Vessel Nomination is not provided at least 15 days before the vessel's ETA
- 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 Shipping Slot.

If the nominated or actual tonnage loaded exceeds that initially nominated, an additional Nomination Fee is payable by the Client, 14 Days from the invoice date of the Shiploader issuing an additional Nomination Fee invoice.

If the nominated or actual tonnage loaded is lower than that initially nominated tonnage then the Shiploader will reimburse the surplus (unused) Nomination Fee to the Client upon issuing the Shipping Invoice against the relevant vessel.

Notices

All notices and communications under these Port Loading Protocols are to be sent by the Client to the Shiploader by email addressed to: bulk.ade@adm.com



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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.

Governing Law and jurisdiction

These Port Protocols are governed by, and shall be construed in accordance with, the laws of the State of South Australia, Australia.

The parties agree that the Courts of South Australia shall have exclusive jurisdiction to determine any disputes arising under or in relation to this Agreement, and the parties irrevocably submit to the jurisdiction of those Courts.

**Annexures attached may be subject to change for following seasons*



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ANNEXURE A - VESSEL NOMINATION

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

Name:

Customer:

Signature:

Date:



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ANNEXURE B – EXPORT SHIPPING FEES AND CHARGES

VESSEL LOADING FEE

\$45.00/mt (TRACK to FOB)

Includes:

- Booking fee and vessel loading
- Harvest receival and storage
- Weighing via certified weighbridge
- Grains testing at site level
- Movement of grain from ADM Port Pirie (Abattoir Road site) to Pt Pirie (Flinders Ports) Berth 5
- Stevedoring (Stow trimming as per vessel instruction)
- AO inspection as required by DAWE

\$25.00/mt (DLV ADM Port Pirie to FOB)

Includes:

- Booking fee and vessel loading
- Weighing via certified weighbridge
- Grains testing at site level
- Stevedoring (stow trimming as per vessel instruction)
- AO inspection as required by DAWE

*Fees are based on cereal grain with other commodities POA

Shrinkage (dust) Allowance 0.3%

Nomination (pre-payment) fee \$5.00/mt (pre-payment immediately after Shipping Slot acceptance via email).

Excludes fumigation, port related charges and any other fees outside the reasonable control of ADM Trading Australia Pty Ltd.

Vessel demurrage and breakdowns will not be compensated.

ADDITIONAL FEES AND CHARGES

Sampling Fee \$200 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.

Minimum Tonnage per vessel 20,000mt



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Where a vessel loads less than the Minimum Tonnage of 20,000 MT, an additional fee of \$4.5 per MT on the shortfall will apply

PAYMENT TERMS

Payment Terms – 14 days from invoice date

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