



ADM Trading Australia Pty Ltd
Naylor House
Level 1, 191 Pulteney Street
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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 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. ADM Trading Australia Pty Ltd ("ADM") is the operator of a grain storage facility at Port Pirie, South Australia ("ADM Port Pirie Grain Storage Facility"). ADM will be open to receive wheat, barley and pulses ("Grains") for the 21/22 harvest and will be the sole Marketer/Buyer at the site.
- B. The Client desires to deliver and store its Grains at the ADM Port Pirie Grain Storage Facility and to eventually sell and transfer ownership of its Grains to ADM.
- C. By delivering Grains to the ADM Port Pirie Grain Storage Facility, 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, which warrants that each load of Grains delivered to the ADM Port Pirie Grain Storage Facility are in accordance with clause 2.1.d of the warehouse agreement.
- E. If any of the conditions in Clause 2.1 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 warehouse 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 ADM Port Pirie Grain Storage Facility shall be subject to free monthly storage until the 31st of December. Wheat and barley will incur \$1/mt per month January 1st to July 31st, then \$2/mt per month from August 1st until tonnes are sold. Pulses will incur \$1/mt per month January 1st to March 31st, \$2/mt per month from April 1st to 31st August, \$5/mt per month from the 1st of September until tonnes are sold.



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- 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 and conditions of the ADM warehouse agreement (available at 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 Contract generally. The COVID-19 outbreak shall constitute a potential event for the purposes of any term of this Contract 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) _____