

## STORAGE AND HANDLING SERVICE TERMS AND CONDITIONS

*Effective from November 1, 2025*

By payment of the storage and handling invoice, you agree ETG Processing Pty Ltd T/A WIMPAK will supply the service to you and in consideration for the service; you've agreed to pay the fees as specified in Schedule 1 and comply with the terms of this agreement. The relationship between You and ETG Processing Pty Ltd T/A WIMPAK are one of customer and service provider. These terms and conditions form part of the GTA Storage and Handling Agreement.

- 1. AGREEMENT:** The customer agrees to store the Commodity identified in the storage and handling invoice of this Agreement for the fees as specified in Schedule 1. ETG Processing Pty Ltd T/A WIMPAK agrees to store that Commodity subject to the terms and conditions of this agreement in clean, dry, ventilated and in all circumstances appropriate storage facilities including without limitation silos, bunkers, storage bins and/or storage shed. Under this Agreement, any weighbridge docket and quality testing results shall be conclusive evidence of the quantity and specification of the Commodity being stored.
- 2. RECEIVAL:** ETG Processing Pty Ltd T/A WIMPAK will receive and load the Commodity in accordance with recognised Pulse Australia and GTA receival specifications and sampling methodology, unless otherwise agreed. ETG Processing Pty Ltd T/A WIMPAK may, at its discretion, accept or refuse to receive the Commodity for storage and handling, based on quality, hygiene, safety and its capacity and efficiency. The customer will immediately remove the Commodity from the storage upon receipt of a notice from ETG Processing Pty Ltd T/A WIMPAK requiring it to do so.
- 3. STORAGE:** The Commodity received and stored may be commingled at ETG Processing Pty Ltd T/A WIMPAK discretion with Commodity of the like type and specification in which case all commingled Commodity shall be jointly owned by all parties whose Commodity has been so commingled to the exclusion of all other persons including but not limited to ETG Processing Pty Ltd T/A WIMPAK.
- 4. OWNERSHIP & LIEN:** ETG Processing Pty Ltd T/A WIMPAK has possession of the stored Commodity and a lien in respect of any unpaid storage charges but otherwise has no legal or equitable title to the Commodity, unless it is an owner of the Commodity.
- 5. TREATMENT:** ETG Processing Pty Ltd T/A WIMPAK may at its expense treat the Commodity with chemicals in accordance with industry practice to prevent infestation, disease and/or contamination at all times within applicable levels as determined by industry maximum residue limits unless otherwise specified. ETG Processing Pty Ltd T/A WIMPAK is not required to obtain the customer's approval to treat the Commodity. Where fumigants are applied, it is acknowledged by the customer that the Commodity will not be accessible for discharge for a period of about four weeks. The period will be determined by the reasonable discretion of ETG Processing Pty Ltd T/A WIMPAK.
- 6. SHRINKAGE:** ETG Processing Pty Ltd T/A WIMPAK will deduct a shrinkage allowance as specified in Schedule 1 from the first delivery of each load of Commodity received in the customer's name, excluding internal title transfers. Receival fees will be levied against the delivered tonnage. All other charges will be levied against the shrunk tonnage.
- 7. DISPATCH:** To remove the Commodity from storage the customer must give ETG Processing Pty Ltd T/A WIMPAK notice of 5 business days in advance, in writing, as to when the Commodity will be removed and method of transport required.
- 8. ADJUSTMENTS:** If for any reason beyond ETG Processing Pty Ltd T/A WIMPAK control it does not hold sufficient Commodity of the type and specification of customers Commodity at the time the customer or a purchaser notifies ETG Processing Pty Ltd T/A WIMPAK of dispatch, ETG Processing Pty Ltd T/A WIMPAK is entitled to satisfy any such physical shortfall by (at ETG Processing Pty Ltd T/A WIMPAK option) payment of compensation or provision of replacement stock of equivalent or higher quality.
- 9. PAYMENT:** In accordance with this agreement the customer must pay ETG Processing Pty Ltd T/A WIMPAK all charges as specified in the below Schedule 1. All accrued charges and any costs payable on any account in respect of stored Commodity must be paid by the customer in accordance with the invoice rendered by ETG Processing Pty Ltd T/A WIMPAK. Other than harvest (NOV/DEC), invoices will be processed one month after delivery. "FLAT FEE" refers to a pricing structure that charges a single fixed fee for the Storage and Handling service, regardless of usage.
- 10. WEIGHTS AND MEASURES:** ETG Processing Pty Ltd T/A WIMPAK will ensure that all weights are determined by a registered weighbridge.
- 11. EXCLUSION OF LIABILITY:** Unless otherwise stated, ETG Processing Pty Ltd T/A WIMPAK is not liable for damage, destruction, contamination or loss of grain unless caused by the negligence of ETG Processing Pty Ltd T/A WIMPAK. The customer acknowledges that any transportation of the Commodity is at the customer's risk, including without limitation, transportation of Commodity arranged by or on behalf of or at the request of either the customer or ETG Processing Pty Ltd T/A WIMPAK.

- 12. INSURANCE:** ETG Processing Pty Ltd T/A WIMPAK is under no obligation to insure Commodity against loss, damage, destruction. The customer will at all times during this agreement keep the Commodity insured against all risks while it is held at the nominated facility/facilities. The customer will ensure that ETG Processing Pty Ltd T/A WIMPAK is named in all relevant insurance policies as a joint insured in its capacity as custodian or alternatively a waiver of subrogation rights against ETG Processing Pty Ltd T/A WIMPAK is to be included in all policies. ETG Processing Pty Ltd T/A WIMPAK reserves the rights to request the Owner to submit evidence of the above.
- 13. RULES OF TRADE:** These terms are subject to the Trade Rules of the Grain Trade Australia Limited [GTA] currently in effect, except to the extent the same are in conflict with the terms expressed herein. In the event of any conflict between these terms and the Trade Rules, these terms will prevail.

## Schedule 1.

**CHARGES** – Applicable after January 1st 2025 if still in storage with no contracted delivery date.

| DESCRIPTION                                                         | CHARGE                                                                                                                                        | INVOICED                            |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Storage &amp; Handling Fee</b>                                   | <b>\$2.00</b> per metric tonne January 1 <sup>st</sup> – September 30 <sup>th</sup><br><b>\$3.50</b> per metric tonne October 1 <sup>st</sup> | <b>1<sup>st</sup> of each month</b> |
| <b>Outturn Fee</b>                                                  | <b>\$24.00</b> per metric tonne                                                                                                               | <b>End of Week of outturn</b>       |
| <b>Outturn Efficiency Fee</b><br>W/end, after hours, Public Holiday | <b>\$2.00</b> per metric tonne – Minimum 100T<br><b>\$6.00</b> per metric tonne – Failure to Outturn                                          | <b>End of Week of outturn</b>       |

**SHRINKAGE** – Applicable after 31<sup>st</sup> January 2025

| DESCRIPTION                                                                                           | SHRINK TAKEN FROM DELIVERED QUANTITY                                                                  | APPLIED              |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------|
| In Specification (No.1,2 & 3 Grade) – all commodities                                                 | <b>1% Shrink</b>                                                                                      | After Final Delivery |
| Out of Specification (No.1 & No. 2 Grade) - all commodities<br><i>'On the bridge' cleaning option</i> | <b>1% Shrink + Total Defectives, weed seed and Foreign Material as determined at time of delivery</b> | After Final Delivery |

**\*Additional 1% shrink will be deducted from all pulse tonnage at the start of each subsequent season. (October 1<sup>st</sup>)**

**CLEANING** – Adjustments as per the Wimpak Quality Assurance Sample analysis.

| DESCRIPTION                                                                                       | CHARGE                                                                                         | INVOICED                   |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------|
| Out of Specification (No.1 & 2 Grade) – all commodities<br><i>'On the bridge' cleaning option</i> | <b>\$30.00</b> per metric tonne<br>Paid only for Clean Seed weight calculated (less shrinkage) | On RCTI of Storage Invoice |

**Note:** All commodities stored for the Client and unsold prior to September 30, 2026 will incur an increase to storage and handling fees as well as an additional 1% shrink will be applied After this date as per Schedule 1.

**Client Signature:** ..... **Wimpak Rep Signature:** .....

**Client Name:** ..... **Wimpak Rep Name:** .....

**Date:** ..... / ..... / ..... **Date:** ..... / ..... / .....

**This Agreement has been executed and this form serves as confirmation and should be signed and a copy returned to ETG Processing Pty Ltd T/A WIMPAK within 7 days An unsigned agreement will be treated as accepted where the client has not made contact to dispute the terms.**