



ADM Trading Australia Pty Ltd
Blackburn House
Level 3, 199 Grenfell Street
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STORAGE AND HANDLING (WAREHOUSE) AGREEMENT

THIS DOCUMENT and the **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 ‘Blackburn House’ Level 3, 199 Grenfell Street, Adelaide, SA 5000, Australia (“ADM”); and
- (b) _____, a company organized 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”.

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 and barley (“Grains”) for the 19/20 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, \$1/Mt per month January 1st to July 31st, then \$2/mt per month from August 1st to 1st October 2021.
- 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.



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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) _____