Storage and Handling Warehouse Agreement

(Including Terms and Conditions)

2026/27 Season

(Wheat, Barley, Canola & Pulses)

McNaughts Grain & Fertilizers Pty Limited

Berrigan, NSW, 2712

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1. Background

These terms and conditions apply to the storage and handling of the commodity ("Commodity") warehoused by McNaughts Grain & Fertilizers Pty Limited (ABN 11 069 907 777) ("Storer"). These services are provided to the Client named in this agreement ("Client") and any subsequent Transferee of the commodity.

2. Agreement

The Client agrees to store the Commodity identified as their ownership to this Agreement for the fees as specified in the pricing schedule (25). The Storer 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 sheds, silos, storage bins and/or covered bunkers. Under this Agreement, any weighbridge docket and quality testing results shall be prima facie evidence of the quantity and specification of the Commodity being stored.

3. Receival

The Client must declare the Grade, variety and other characteristics of the commodity (and provide any further required declarations) required at the time commodity is presented for receival. The Storer will weigh, store, and load via road transport only or transfer the Commodity to another party under this agreement. Where necessary, the Storer will sample, provide quality testing services and classify into available grades. The Storer will receive and load the Commodity in accordance with recognized receival specifications and sampling methodology unless otherwise agreed. The Storer may at its discretion, accept or refuse to receive the Commodity for storage and/or warehousing, based on quality, hygiene, safety and its capacity and efficiency. The Client will remove the Commodity from the storage within 14 business days of receiving a notice from the Storer, subject to clauses 7 and 9. The Storer's weighbridge and quality testing data recorded on Receival shall be prima facie evidence of the quantity, quality, variety, grade, specification and condition, of the Commodity Received and being stored.

4. Declarations Required at Delivery

When delivering commodity to the storage facility, the Client and anyone delivering commodity on their behalf must inform the Storer, in writing, about the following:

(i) the presence of any known or suspected objectionable or toxic substances, contamination, chemical residues (including, but not limited to, herbicides, fungicides and fumigants) applied to the commodity prior to receival and required by the Storer to be declared at the time of delivery;
(ii) whether such Commodities contain Genetically Modified material;
(iii) the variety of malting barley; and
(iv) such other declarations which the Storer may reasonably require from time to time.

In the event that any representation, warranty or declaration provided by the Client or on the Client's behalf is incorrect, untruthful or misleading, the Client shall be liable for and indemnify the Storer for any Loss suffered by the Storer arising from or as a result of the Storer's reliance on the representation, warranty or declaration including, for the avoidance of doubt, any Loss:

(i) associated with the management of commodity and/or the storage site the commodity was stored in; or
(ii) to the value of stored commodity at the storage site.

5. Storage

The Commodity received and stored/warehoused may be commingled with Commodity of the like or similar kind, type, grade and/or specification without notice to the Client, in which case the commingled Bulk shall be jointly owned by all parties whose Commodity has been so commingled (regardless of whether the type and specification of the Bulk is the same as each or any commingled commodity as recorded on receival) to the exclusion of all other persons including but not limited to the Storer. If the Commodity has not been removed before the end of the initial term, the Client will be bound by the terms of any new season Agreement 28 business days from the Storer giving notice of the terms of any new season Agreement.

6. Ownership and Lien

The Storer 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.

7. Treatment

The Storer will regularly inspect the Commodity for the presence of insects, disease and/or contamination. In the event of infestation being detected, or in accordance with industry practice to prevent infestation, the Commodity will be treated by the Storer at the Storer's cost with chemicals in accordance with industry practice within applicable levels as determined by industry maximum residue limits unless otherwise specified. The Storer is not required to obtain the Client's approval to treat the Commodity. Following treatment, the Commodity may not be available for a specified period of time including where fumigants are applied, it is acknowledged by the Client that the Commodity will not be accessible for discharge for a period of approximately four to twelve weeks. The period will be determined by the reasonable discretion of the Storer.

8. Shrinkage

The Storer will deduct a shrinkage allowance of 0.70% from the delivery of each load received in the Client'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.

9. Dispatch & Outturn

The Storer will maintain an electronic record of weights, types, grades and specifications of the Client's Commodity Received, Outturned, Regraded and Transferred, subject to shrinkage allowance, the running balance of which shall be the Client's Stock Entitlement current particulars of which shall be provided to the Client on request. The Storer's electronic records will be prima facie evidence of the Client's Stock Entitlement. To remove the Commodity from storage the Client must give the Storer notice in advance of the Monday of the week prior to removal at a minimum, in writing via email, as to when the Commodity will be removed. The out loading of commodities is subject to local operating arrangements, fumigation/treatment requirements and prevailing weather conditions. Final approval to outload from storage must also be within the outturn capacity of the site and will be at the discretion of the Site Manager.

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10. Communication

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

1. must be in writing;
2. may be given by email;
3. must be addressed as follows (or as otherwise notified);

	McNaughts Grain & Fertilizers Pty Limited
Address	PO Box 115, Finley, NSW, 2713
Email	grainservices@mcnaughts.com
For the attention of	Grain Services Administration

11. Freight

In signing this agreement, the Client agrees to allow McNaughts Transport Pty Ltd the last right of refusal of all freight movements executed ex store to desired nominated location. The freight rate provided by McNaughts Transport will be based on current market rates, unless a set rate is agreed on prior with the owner of the commodity in store as per any **Addendum to McNaughts Storage & Handling Agreement** signed by both parties**.**

12. Transport Providers

Where McNaughts Transport are not the freight provider executing freight ex Store as per **clause 11 (Freight)**, the Client must:

- Ensure that all vehicle operators engaged by the Client for the purposes of outloading Commodity comply with all laws and regulations, including those in respect of safety, the environment, carriage of goods and chain of responsibility.
- Ensure that they provide equipment that is registered, insured, operated by licensed and physically capable operators, is clean, safe, and fit for purpose.
- Be conversant with the Storer's site safety procedures.
- Ensure that all documentation required for outturn is presented to the site staff including details of order and reference numbers.

13. Adjustments

If for any reason beyond Storer's control it does not hold sufficient Commodity of the type and specification of Client's Commodity at the time the Client or a purchaser notifies Storer of dispatch, Storer is entitled to satisfy any such physical shortfall by (at Storer's option) payment of compensation at fair market price or provision of replacement stock of equivalent or higher quality.

14. Transfer

To transfer Commodity to a third party ("Transfer") the Client must complete this via the Storer's software platform, AgriDigital. The Client warrants that the transferee is on notice of these terms and conditions and has agreed to be bound by them.

15. Payment

In accordance with this agreement the Client must pay the Storer all charges as specified in the pricing schedule (Item 25). All accrued charges and any costs payable on any account in respect of stored Commodity must be paid by the Client in accordance with the invoice rendered by the Storer. The full amount of an invoice rendered by the Storer must be paid by the Client (or its Transferee, as applicable) within 14 days of the date of that invoice. Payment to be made by bank transfer to the Storer's nominated bank account, free of expense to the Storer. The Storer and Client acknowledge that all fees and charges payable as stated in this Agreement have been calculated on a GST exclusive basis unless otherwise stated.

16. Interest

If any payment is not made on or before the due date for payment, interest will be payable on the overdue amount at a rate of 1.9% per calendar month, calculated daily.

17. Levies and Taxes

Any industry, statutory or government levies which are not included in the charges set out in this Agreement shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) is applicable to the storage per these terms and conditions, subject to the issuing of a valid tax invoice, the Storer will recover from the Client an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

18. Weights and Measures

The Storer will ensure that all weights are determined by a certified registered weigh bridge. Any commodity testing and quality testing equipment the Storer uses will be provided at its expense and in line with industry practice.

19. Record Keeping

The Storer will maintain and keep complete and accurate records of all commodities stored by it (including the Commodity) and of all actions taken by it in relation to the stored Commodity. Such records will be sufficient, as a minimum, to identify the amount, location and ownership of any stored commodity, including the joint ownership of any commingled commodity and any re-grades. The Storer agrees that all documentation must be kept in accordance with statutory requirements and will provide the Client with details of its stored Commodity on request.

20. Insolvency

If the Storer experiences an Insolvency Event, the Client or any Purchaser remains the legal and beneficial owner of the Commodity and/or of a proportionate share of any Bulk, regardless of whether the Bulk is of the same grade and standard as the Commodity recorded on Receival. Subject to any relevant provisions of the Corporations Act, the Client will be entitled to immediate discharge of its Stock Entitlement, on demand, subject to any lien.

21. Exclusion of Liability

Unless otherwise stated, the Storer is not liable for damage, destruction, contamination or loss of commodity unless caused by the negligence of the Storer. The Client acknowledges that the Storer is unable to test on receival for germinative quality of grains, toxic or other chemical residues, genetically modified seed or other contamination where an industry method to test for the contamination is not available. The Storer is not liable for any direct or consequential damage caused by or otherwise relating to the storage or handling of contaminated commodity. The Client acknowledges that any transportation of the Commodity is at the Client's risk, including without limitation, transportation of Commodity arranged by or *on* behalf of or at the request of either the Client or the Storer.

22. Insurance

The Storer is under no obligation to insure Commodity against loss, damage or destruction. The Client will at all times during this agreement keep the Commodity insured against all risks while it is held at the nominated facility/facilities. The Client will ensure that the Storer is named in all relevant insurance policies as a named party in its capacity as custodian or alternatively a waiver of subrogation rights against the Storer is to be included in all policies. The Storer reserves the right to request the Client to submit evidence of the above.

23. Domicile

These terms and conditions shall be governed by and shall be construed in accordance with the law of New South Wales. Performance of this contract is subject to orders, rules and regulations of all government agencies, except as limited herein.

24. Arbitration

Any dispute arising out of this agreement and these terms and conditions, including the existence of the agreement and any question of law arising in connection with it shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the commencement of the Arbitration and of which the parties to this agreement shall be deemed to be aware. Neither party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitration in accordance with the Dispute Resolution Rules of GTA, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring an action or other legal proceedings against the other of them in respect of any such dispute.

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25. Storage & Handling Charges

Grains, Oilseeds and Pulses

i. For all commodities stored later than the month of delivery the Client will be required to pay a monthly storage fee of $2.20 per tonne based on the tonnes remaining in store on the first day of each month, beginning with stock held in ownership on 1st November, 2026, to be invoiced on 1st November, 2026. Grower deliveries will have zero storage fees until 1st July 2027.

ii. For 2026/27 season, commodities remaining in store after 30 September 2027, the Client will be required to pay a monthly storage fee of $3.50 per tonne for all commodities (in place of the fee in clause 25(i)) based on the tonnes remaining in store at 1 October 2027 and each month thereafter.

iii. Receival and out load costs are the responsibility of the Client.

iv. Receival fees will be charged on receival docket weights and are payable within 14 days of invoice.

v. Monthly storage fees are charged on shrunk tonnes and are payable within 14 days of invoice.

vi. For any commodity not included in the table below, terms will need to be agreed in writing with the Storer prior to any services being performed.

McNaughts Grain & Fertilizer - Berrigan **Storage Charges**					
All pricing excluding GST					
Commodity	**IN** (Based on receival docket weights)	**OUT**	**Storage** (Carry)	**Storage** (Carry for old season crop from 01/10/27)	**Shrinkage** (%)
Wheat	$ 13.50	$ 8.00	$ 2.20	$ 3.50	0.70
Barley	$ 14.00	$ 8.00	$ 2.20	$ 3.50	0.70
Canola	$ 18.50	$ 8.00	$ 2.20	$ 3.50	0.70
Pulses	$ 19.00	$ 8.00	$ 2.20	$ 3.50	0.70

26. Other Terms

- McNaughts Grain & Fertilizers Pty Limited reserves the right after 31st October following the end of the season of receival to regrade FAB1 Faba Beans to FAB2 and FAB2 Faba Beans to FAB3. Such right is necessary due to quality characteristics of Beans remaining in storage for an extended period of time.
- Previous season Faba Beans must be outturned by 30th September of the current year
- Pulse defect classifications can vary depending on the judgement of the qualified tester at the time of delivery and outturn. Defects may increase during the time the commodity is stored. The storer makes no guarantee that test results will be classified the same when outturned from the Storer's facilities. The Storer is not liable for any direct or consequential costs relating to out of spec pulses delivered elsewhere.

27. Storage Agreement Form

Client Company Details:

Trading Name :: _____

ABN :: _____

Address :: _____

_____

_____

Primary Contact Details:

Name :: _____

Mobile :: _____

Email :: _____

Accounts Contact Details:

Name :: _____

Email :: _____

Signed on behalf of Client	Signed on behalf of McNaughts Grain & Fertilizers Pty Limited
_____	_____
Signature: _____	Signature: _____
Name: _____ ***(Authorized Company Representative)***	Name: _____ ***(McNaughts Representative)***
Date: _____ / _____ / _____	Date: _____ / _____ / _____

By signing and dating this agreement the Client agrees to be bound by the McNaughts Grain & Fertilizers Pty Limited Storage and Handling Agreement Terms and Conditions.

Please email completed form to :: grainservices@mcnaughts.com