

Annexure B

Carter's Delivery Form

CO-OPERATIVE BULK HANDLING LIMITED (CBH)

ABN: 29 256 604 947

1. GROWER'S DECLARATION

I/We hereby represent and warrant that:

(a) **TITLE** - the grain being tendered pursuant to this form (the "Grain") is:

- i. owned by me/us; or
- ii. owned by a grower who has given me authority, in my capacity as grower's agent/representative, to deliver the Grain and complete and endorse this form for and on behalf of such grower;

(b) **VARIETY** - the full particulars of the variety of the Grain disclosed on this form are true and correct;

(c) **LOADS** - all Grain will be in load/s:

- i. which have not been manipulated in any way in an attempt to prevent; or
- ii. which have been loaded in a manner which will not impede, prevent or adversely affect, the making of an accurate assessment by CBH of the quality of the Grain using CBH's standard sampling procedures;

(d) **CONTAMINANTS** - the Grain does not include any genetically modified grain, pickled grain, or animal proteins;

(e) **SEASON** - all of the Grain was grown in the season indicated on the front of this form;

(f) **GRAIN HANDLING STORAGE AND EQUIPMENT** - all of the Grain has been or is only contained in equipment, bags, farm implements, farm storages and bulk grain motor bodies that:

- i. have not contained any grain product prior to containing grain of this current season and are free of insects and vermin; or
- ii. have previously contained a grain product, but have been freed of all such grain product and treated by adequate treatment and have not since contained any grain product other than grain of the current season and are free of insects and vermin;

(g) **BULK GRAIN VEHICLES** - any vehicle that has previously transported non-grain or contaminated grain products:

- i. is clean, dry and free of any remaining materials and odours from previous loads;
- ii. has been washed under high pressure prior to delivering the Grain; and
- iii. has the details of previous loads disclosed on this form;

(h) **TREATMENTS** - all of the Grain:

- i. has not been treated with substances for the control of insects; or
- ii. if it has been treated, the substances are listed below. The application of these substances and the use of any other chemical in the process of planting, growing and storage of grain has been in accordance with the levels prescribed in any relevant legislation and also in accordance with the usage instructions.

Name and Nature of Substance

Date Used

Rate of Application

Method Used

2. GROWER'S INDEMNITY

I/We, being the owner of the Grain, by signing this form or by authorising my/our agent/representative to sign this form on my/our behalf, agree:

(a) to indemnify and keep CBH indemnified against:

- i. any loss or damage suffered by CBH; and
- ii. all actions, claims and demands which may be made or instituted against CBH, arising howsoever out of or as a consequence of any of the representations or warranties contained in this form being false, misleading or deceptive;

(b) to indemnify and keep indemnified the acquirer of the Grain against:

- i. any loss or damage suffered by the acquirer; and
- ii. all actions, claims and demands which may be made or instituted against the acquirer, arising howsoever out of or as a consequence of any of the statements in sub-clause 1(h) contained in this form being false, misleading or deceptive;

(c) that if the Grain is tendered in derogation of the right, title or interest of another person (the "True Owner") that:

- i. I/we will be liable to the True Owner for any loss or damage that they may suffer; and
- ii. upon presentation of satisfactory evidence of the True Owner's right title or interest, CBH will be entitled to permit the True Owner to control the out-turn of the True Owner's Grain;

3. DELIVERY TERMS AND CONDITIONS

(a) **AGENT/REPRESENTATIVE** - If this form is signed by my/our agent/representative that the agent/representative is properly authorised to sign on my/our behalf and binds me/us as if I/we had signed the form;

(b) **ACQUIRER and PAYMENT METHOD** - by completing the Acquirer and Payment Method sections of this form I/we are nominating the buyer of the Grain and the form of contract that applies to the sale and that I/we acknowledge that the terms of that form of contract as published by the acquirer will be deemed to apply to the sale. Copies of the relevant terms and conditions are available on request from the acquirer;

(c) **DAILY CASH PRICE** - If I/we have elected to accept the cash price offered by any acquirer of the Grain, that the delivery and signature on the form will constitute an irrevocable acceptance of the price offered by the chosen acquirer for the Grain's relevant grade on the day and time of delivery as indicated on the weighbridge ticket statement for the Grain;

(d) **WAREHOUSING** - by inserting the term "warehouse" in the Acquirer and Payment Method sections of this form I/we acknowledge that I/we have agreed to enter into a contract with CBH to warehouse the Grain and that CBH's standard warehousing terms and conditions will be deemed to be incorporated into that contract and be binding on me/us. One of the terms of warehousing Grain is that it can move from its original site of delivery. Growers are responsible for freight associated with these movements. Copies of the standard warehousing terms and conditions are available on request from CBH and are published on the CBH website;

(e) **AERATION** - If the Grain is delivered to a receival point at which CBH provides aeration services, I/we have agreed to enter into a contract for CBH to provide aeration services and that CBH's standard grain aeration terms and conditions will be deemed to be incorporated into that contract and be binding on me/us. Copies of the standard grain aeration terms and conditions are available on request from CBH and are published on the CBH website;

(f) **SET OFF** - I/we being the owner of the Grain, by signing this form or by authorising my/our agent/representative to sign this form on my/our behalf, agree that any amounts owing by CBH or any of its Related Bodies Corporate to me/us whether under this carter's delivery form or otherwise, may, at the election of CBH, be set off against any amounts owing by me/us to CBH or any of its Related Bodies Corporate, whether under this carter's delivery form or otherwise. CBH holds the benefit of this clause and may exercise the rights under this clause on its own behalf and for and on behalf of each of its Related Bodies Corporate but nothing in this clause obliges such Related Bodies Corporate to perform any of the obligations of CBH under this carter's delivery form. CBH will give notice to me/us of any set off affected under this clause.

"Related Bodies Corporate" has the meaning given to that term in section 50 of the Corporations Act 2001.