



CONTRACT FOR THE BULK FREIGHT OF GOODS

This contract is for the bulk freight of goods pursuant to the following terms and conditions:

Contract Date: _____

This contract is between: BUNGE AGRIBUSINESS AUSTRALIA PTY LTD and _____

CONSIGNOR:	BUNGE AGRIBUSINESS AUSTRALIA PTY LTD
Contact	CALLUM YATES
Address	LEVEL 1, 99 COVENTRY STREET, SOUTH MELBOURNE, VIC, 3205
ABN	46 097 843 582
Phone	08 9729 9509
Fax	08 9729 9550
Email	callum.yates@bunge.com
CARRIER:	
Contact	
Address	
ABN	
Phone	
Fax	
Email	

GOODS:	GRAIN AND SEEDS
Goods	
Special conditions	
CONTRACT TERM:	3 YEARS
Commencement Date	
Expiration Date	

1. DEFINITIONS:

In this contract:

"Carrier" means the company who will perform the Freight Services in accordance with this contract.

"Code of Practice" means the Grain Trade Australia Limited & Livestock and Bulk Carriers Association's "Bulk Freight of Goods Code of Practice".

"Consignor" means the party requesting the bulk freight of the Goods, who is named on page 1 of this contract as the Consignor, and includes any agents of the Consignor.

"Consignment Instructions" and **"Grain Order"** mean consignment instructions or a grain order as described in clause 4.

"Freight Services" means the collection, carriage, delivery and unloading of the Goods.

"Goods" means the goods identified on page 1 of this contract, and any goods identified by the Consignor as being the Goods for the purposes of this contract for any Grain Order or Consignment Instructions. Weigh bridge dockets at the destination shall be conclusive evidence of the quantity and specification of the Goods carried. Typically, Goods will be cereals, pulses and/or oilseeds.

"Grain Receiver" means a facility that accepts grain deliveries for the purpose of storage and handling.

"GTA" means Grain Trade Australia.

"Harvest Mass Management Scheme" (WA Only) refers to business rules that apply to all scheme registered vehicles delivering grain from the paddock to a Grain Receiver during the harvest season.

"MSIC" means the Maritime Security Identification Card required to enter into secured Australian Ports (eg. Bunbury, WA).

"Storage Agent" means the company or farmer who stores and loads the Goods for the Consignor.

"Terminal Safety and Operating Conditions" (WA only) means the terms and conditions applicable for road truck operations within Bunge's grain export terminal (Bunbury, WA).

"WA Heavy Vehicle Accreditation" means a scheme that enables heavy vehicle operators to demonstrate, through audit of their management systems, that their vehicles and drivers comply with regulatory standards administered by Main Roads pursuant to regulation 23 of the Road Traffic (Vehicle Standards) Regulations 2002.

2. BACKGROUND:

The terms and conditions of this contract apply to the bulk freight of the Goods by the Carrier at the request of Consignor.

3. AGREEMENT:

The Carrier agrees to provide Freight Services to the Consignor for the Goods on the terms specified in this contract.

4. CONSIGNMENT INSTRUCTIONS:

Unless otherwise agreed, the Consignor shall issue the Carrier with written Consignment Instructions or a Grain Order on each occasion that the Carrier is required to perform the Freight Services. These instructions/order shall include;

- a. Goods (including grade)
- b. Loading point(s)
- c. Load point contact details
- d. Load date(s)
- e. Quantity
- f. Destination
- g. Consignor reference number (or Grain Order Number)

h. Truck booking slot(s) (where required)

5. BASIC OBLIGATIONS:

The Carrier and the Consignor will provide all necessary information to each other to allow performance of the Freight Services in accordance with this contract. Parties will keep each other fully informed in a timely manner on issues that may affect performance of this contract. Parties must exercise due care and diligence, and comply with all applicable laws and regulations relating to notifications, description, consigning, packaging and safety. When awarding freight task, the Consignor will use best endeavours to provide the Carrier with a reasonable notice period to enable sufficient planning time to resource the task.

6. GENERAL OBLIGATIONS:

The Carrier shall:

- a. Maintain the vehicle in a mechanically sound, and clean condition, fit for the purpose of providing the required services and ensure that the vehicle is registered at all times;
- b. Comply at all times in the performance of services with all laws (Federal, State and Local) which are applicable to the services, including but not limited to laws dealing with:
 - Registration of the vehicle and compulsory third party insurance (refer Schedule 1);
 - Heavy vehicle safety, mass and load regulations, including lawful use of particular roads and routes, as well as curfew times where nominated for school bus routes;
 - Driving hours and fatigue management;- Maintenance management and scheduling;- Environmental requirements, emission controls and noise standards;
 - Mandatory Australian design standards;
 - Road safety and traffic management laws;
 - Occupational health and safety;
 - Chain of responsibility;
 - Food transport and hygiene; &
 - Security and anti-terrorism laws, including port identification requirements..
- c. Complete the Carrier Compliance and Safety Survey in Schedule 2 and return the completed survey to the Consignor prior to undertaking the Freight Services. Upon request by the Consignor, the Carrier must complete a new Carrier Compliance and Safety Survey;
- d. Ensure all drivers shall have the appropriate and current licenses, training, experience and/or qualifications for the work undertaken;
- e. Adhere to working at heights laws. All bulk tipping vehicles and trailers must be fitted with a tarp system that can be operated from ground level or from a safe low-level platform;
- f. Adhere to the Code of Practice and the Consignor's Terminal Safety and Operating Conditions (WA only). However, this contract will prevail where there is any discrepancy between the contract and Code of Practice;
- g. Ensure that no vehicle that has carried material in the Class 1 Exclusion List described in the Code of Practice shall be presented for the cartage of grain. Whilst all vehicles and drivers must comply with Class 2 and Class 3 Product cleaning requirements and a record must be retained by the Carrier; and
- h. Conduct themselves at all times in a respectful and professional manner in their dealings with Bunge, its service providers and / or growers.

7. SAFETY OBLIGATIONS:

The Carrier shall:

- a. Hold relevant licenses and/or permits and/or notices and comply with any codes or regulations required for the performance of services, including but not limited to:
 - operating the vehicle or vehicles or other machinery or equipment supplied or operated by the carrier;
 - carrying particular kinds of goods, including dangerous goods;
 - entering certain premises (such as ports); &
 - operating the vehicle supplied to carry the specified capacity of the vehicle on the routes that will be used.
- b. Comply with all applicable laws concerning fatigue, fatigue management, rest breaks and record keeping required;
- c. Ensure the safe and proper loading and unloading of the vehicle, including securing the load and ensuring appropriate weather protection of the load;

- d. Satisfactorily complete any site induction process required as a condition of entry to the site where appropriate (Note: Carriers will be required to hold a current MSIC card in order to enter the Bunbury Port in Western Australia);
- e. Supply drivers with appropriate standard safety equipment and ensure they wear that equipment;
- f. Demonstrate knowledge of the risks to human and animal health of the products that they carry, including:
 - contamination from previous loads and between products; &
 - security and protection of the load; &
- g. Ensure that drivers comply with the relevant speed limits at all times and not employ practices which require, encourage or reward drivers for non-compliance with speed limit restrictions.

8. MASS MANAGEMENT OBLIGATIONS:

- a. The Consignor shall:
 - Ensure that loading and unloading sites have systems and procedures in place to achieve accurate mass management. These procedures shall be on display and visible to drivers. This will include procedures to deal with reporting of overweight loads;
 - Given the practical difficulties in weighing grain on-farm where a weighbridge is not likely to be available, Consignors shall ensure its Storage Agent uses reasonable efforts to ensure applicable Gross Vehicle Mass (GMV) is not exceeded. Legal loading mass should be attained within the first 3 loads from a specific paddock on each truck each day (Note: With respect to Bunge's grain terminal in Bunbury, WA, the Consignor is also the Grain Receiver, and registration by the Carrier with the Grain Receiver under the Harvest Mass Management Scheme will provide an extra mass allowance for the defined harvest period only);
 - Ensure that Chain of Responsibility legislation applicable in the particular State or Territory is acknowledged and that all reasonable steps are taken to ensure applicable Gross Vehicle Mass is not exceeded;
 - Ensure Carriers are aware of relevant procedures in place to manage overloaded vehicles when they are presented for unloading;
 - Ensure receipt points have procedures in place to manage overloaded vehicles and satisfy the Chain of Responsibility legislation. **Penalties are based on the extent of overloading and repeat offences. In general, minor offences are when the vehicle is 0-5% overloaded, substantial is where the vehicle is 5-20% overloaded, and severe offences are when the vehicle is greater than 20% overloaded;** &
 - Weigh all vehicles and record all registrations at the destination point. These records will be made available to State road transport authorities upon request.
- b. The Carrier shall:
 - Adhere to the Chain of Responsibility legislation applicable in the particular State or Territory;
 - Ensure that all reasonable steps are taken to ensure Gross Vehicle Mass (GVM) is not exceeded by attempting to achieve accurate mass management relevant for the specific vehicle during loading at all times; &
 - Accept weighbridge tickets after the vehicle is weighed at either the loading or unloading sites.

9. RECORDS

The following is a summary of records that must be kept by the Carrier and supplied to the Consignor (frequency indicated below) upon request:

- Details of all loads carried by vehicles ie weighbridge tickets, load sheets (ongoing and/or upon request);
- Routine cleaning, external cleaning, steam cleaning (ongoing and/or upon request);
- Complaints, breaches and issues ie. spillage, contamination (ongoing and/or upon request);
- Corrective action related to complaints, breaches and issues (ongoing and/or upon request);
- List of vehicles and trailers (both core fleet only), including sub-contractor equipment, and vehicle mass permits and/or notices (annual);
- Insurance documents, being certificates of currency for comprehensive third party, public liability and marine transit (Goods) insurances (annual);
- List of current registration per vehicle (annual);
- Current and relevant Safety Accreditation System and/or WA Heavy Vehicle Accreditation (WA only), including maintenance logs (annual); &
- Evidence of current vehicle maintenance and repair schedule (annual).

At the time of executing or renewing this contract, the Carrier must complete the Records Requirements set out in Schedule 1 and return the Schedule and the records to the Consignor.

10. VISITATIONS:

The Consignor shall, from time to time, visit the premises of the Carrier, or otherwise conduct a phone conference, to discuss performance, responsibilities and obligations under this contract. Specifically, Carrier compliance with the most current Chain of Responsibility legislation will be monitored and evaluated on an ongoing basis.

11. PRICE:

The Consignor agrees to pay the Carrier for the Freight Services at the rate specified in a Grain Order or Consignment Instructions. This price may be adjusted if there is a material variation to agreed volume and route and Freight Services provided.

12. PAYMENT:

The freight is payable per metric tonne on the delivered destination weights as per the agreed rate outlined in the contract. Payment is to be 100% of the agreed rate 30 days from the end of the week of delivery of goods unless otherwise agreed.

13. DEMURRAGE:

Demurrage will not apply to this agreement unless otherwise specified.

14. INSURANCE:

The Consignor will insure the Goods against loss or damage that is caused otherwise than by the negligence of the Carrier.

During the term of this contract, the Carrier must effect and maintain all other appropriate and necessary insurances, including marine transit (Goods) insurance, public liability insurance and compulsory third party insurance (refer Schedule 1). The Carrier must punctually pay all premiums for that insurance and at the time of entering into this contract, and at any other time on demand by the Consignor, produce a certificate of currency for that insurance.

15. INDEMNITY

The Carrier must indemnify the Consignor against all claims and all losses, costs, liability and expenses incurred by the Consignor, arising wholly or in part from a negligent act or omission of the Carrier or its employees, agents or sub-contractors.

16. SUBCONTRACTORS:

- a. All or any part of the Freight Services may be sub-contracted by the Carrier and any subcontractor;
- b. Notwithstanding any sub-contract, the contracting Carrier remains responsible for provision of the Freight Services and liable for any breach of this Contract, and the Carrier should ensure the sub-contractor adheres to the GTA/LBCA Bulk Freight of Goods Code of Practice;
- c. Any clause of this contract excluding or limiting the liability of the Carrier or providing any right or exemption from liability to the Carrier shall also be available and shall extend to protect any sub-contractors and every servant or agent of the Carrier and of any sub-contractor;
- d. Without limiting the effect of any other clause of this agreement, the Consignor or any other person or persons owning or having any interest in the Goods or any part thereof shall not be entitled to make any claims or pursue proceedings against any person other than the Carrier by whom the Freight Services are or any part thereof are undertaken or any servant, sub-contractor or agent of any such person or of the Carrier in relation to the Goods or arising out of the Freight Services. Nevertheless, should any such claim be made the Consignor shall indemnify the Carrier and any such person or servant or agent against the consequences of any such claim as may be made by any party other than the Consignor.

17. LOADING:

The Consignor's Storage Agent is responsible for the loading of the Goods, including pre-loading inspection, securing and labelling loads.

18. DELIVERY:

- a. The Carrier is only bound to deliver the Goods to the destination shown on the Consignment Instructions or Grain Order;

- b. If the Carrier is unable to deliver the Goods for any reason (including failure on the part of the consignee to take delivery within a reasonable time) the Carrier may be entitled to handle and store the Goods in such manner as agreed after notifying and receiving further instructions from the Consignor;
- c. The Carrier will return to the Consignor a copy of the delivery documents within 7 days of delivery.

19. FORCE MAJEURE:

- a. In this clause "force majeure", means any act, event or cause which is beyond the reasonable control of the parties (other than lack of or unavailability of funds) including:
 - i. act of God, accident of navigation, war (whether declared or not) sabotage, insurrection, national emergency, martial law, fire, lightning, flood, earthquake, landslide, storm or other severe adverse weather conditions, explosion, power shortage, strike (whether or not involving employees of the parties) epidemic, quarantine, radiation or radioactive contamination;
 - ii. action or inaction of any government, governmental body or court, including appropriation, intervention, direction or injunction, by legislation, regulation or otherwise;
 - iii. breakdown of plant, machinery or equipment, transportation, fuel, power, or materials, not preventable by the exercise of due diligence or proper maintenance scheduling undertaken and recorded by the Parties, its servants, agents or sub-contractors;
 - iv. transportation disasters, washaways, derailment and the like; and
 - v. any other cause which despite the exercise of foresight or due diligence, the parties are unable to prevent or overcome.
- b. If, as direct result of force majeure, a Party becomes unable to perform, wholly or in part, any of its obligations under this agreement:
 - i. that obligation, except an obligation to pay money, is suspended but only so far as and for so long as it is affected by the force majeure; and
 - ii. the party is to use due diligence to overcome or remove the force majeure concerned.
- c. Clause 19.b.ii does not require a party to:
 - i. settle any strike on terms contrary to its wishes; or
 - ii. contest the validity or enforceability of any law, regulation or order by way of legal proceedings.
- d. The liability of the Party to comply with its obligations resumes as soon as it is no longer affected by the force majeure.

20. LEVIES AND TAXES:

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

21. NOTICES:

Notices given under this contract are to be dispatched by written letter delivered by hand on the day of writing, or by facsimile, or by email (return receipt acknowledging the message has been received is required) or by other method of rapid written communication. All notices shall be under reserve for errors in transmission. Any notices received after 1600 hours local time on a business day shall be deemed to have been received at 0900 hours on the business day following. A notice to a party's brokers or agent shall be deemed a valid notice under this contract. In case of sub-contracts, all notices shall be passed on without delay.

22. RULES OF TRADE:

This contract is subject to the Trade Rules of GTA currently in effect. In the event of any conflict between this

contract and the Trade Rules, this contract will prevail. To the extent of any conflict between this contract and the Consignment Instructions, these contract terms prevail. Specifically, in the case of rejected Goods where no other arrangements have been agreed, and subject to the Consignor's consent at the time of the event, Trade Rule 15 shall apply.

23. ARBITRATION:

Any dispute arising out of this contract, including the existence of this contract and any question of law arising in connection therewith shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the date of the referral to arbitration. Neither party to this contract, nor any persons claiming under either party, shall bring any action or other legal proceedings against the other 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.

EXECUTED as an Agreement dated _____

Bunge Agribusiness Australia Pty Ltd ("Consignor")

Signature

Name (Print)

EXECUTED for and on behalf of _____ ("Carrier")

Signature

Name (Print)

SCHEDULE 1 – RECORDS REQUIREMENTS

1. PROOF OF INSURANCE AND REGISTRATION

Please attach a copy of certificates of currency for the following Insurance policies:
Comprehensive Third Party, Public Liability and Marine Transit (Goods).

Please attach a copy of current vehicle registration for all vehicles (core fleet only) that will be used in performing the Freight Services.

2. SAFETY ACCREDITATION PROGRAM

Please attach a copy of your certificate evidencing your current and relevant Safety Accreditation Program and/or WA Heavy Vehicle Accreditation (WA only).

3. VEHICLE MAINTENANCE AND REPAIR SCHEDULES

Please provide extracts showing current vehicle maintenance and repair schedules updated within the last 12 months.

4. LIST OF PRIME MOVERS AND TRAILERS – CORE FLEET ONLY REQUIRED

PRIME MOVER – REGO #	TRAILER(S) – REGO #	PERMITTED MASS (MT)	CO. OWNED OR SUB-CONTRACTOR (CO / SC)

SCHEDULE 2 – CARRIER COMPLIANCE & SAFETY SURVEY

(Please circle Y or N)

A. DRIVER BEHAVIOUR	YES	NO
➤ Has your company developed a company code of conduct?	Y	N
➤ Does the code of conduct cover:		
- fatigue management	Y	N
-driving hours, work and rest	Y	N
- drug and alcohol usage	Y	N
- seat belt wearing	Y	N
- engine brake usage	Y	N
- on road behaviour – speed control and tailgating	Y	N
➤ Have drivers and contractors been provided with documentation detailing the code of conduct?	Y	N
➤ Have drivers and contractors been briefed and trained on the code of conduct?	Y	N
➤ Are procedures in place to monitor compliance with the code of conduct?	Y	N
B. VEHICLE SAFETY		
➤ Does your company have vehicle maintenance schedules to ensure prime movers and trailers are maintained in a road worthy condition?	Y	N
➤ Does the company have procedures in place to monitor vehicle maintenance schedules and vehicle defects identified by drivers and contractors?	Y	N
C. COMPLIANCE WITH CHAIN OF RESPONSIBILITY		
➤ Have drivers and sub-contractors been informed of their responsibility in regulated driving hours and fatigue management?	Y	N
➤ Do you have an auditable system for rostering and scheduling designed to ensure that drivers are provided with adequate opportunity for rest?	Y	N
➤ Do you keep records of your driver's activities including driving, working and rest breaks?	Y	N
➤ Are procedures in place to monitor driver compliance with the requirements for driving, working and rest breaks?	Y	N
➤ Are procedures in place to address driver non-conformances with the requirements for driving, working and rest breaks?	Y	N
➤ Are procedures in place to ensure the appropriate vehicle is selected for each task?	Y	N
➤ Have drivers and sub-contractors been informed regarding mass and dimension requirements?	Y	N
➤ Have drivers and contractors been provided with information on appropriate route selection, including appropriate permits and/or notices?	Y	N

➤ Are systems in place to assist drivers and contractors assess the mass of the vehicle for each trip?	Y	N
➤ Are systems in place to assist drivers and contractors assess the dimensions of the vehicle for each trip? e.g height and width	Y	N
➤ Are procedures in place for monitoring compliance and addressing non-conformance in relation to mass and dimension?	Y	N
➤ Do you have procedures and guidelines in place to ensure loads are properly restrained?	Y	N
➤ Are drivers and contractors provided with appropriate load restraint equipment?	Y	N
➤ Are procedures in place to check that load restraint equipment is maintained in a serviceable condition?	Y	N
➤ Is a system in place to regularly maintain load restraint equipment?	Y	N
➤ Do you have policies and procedures in place relating to vehicle speed?	Y	N
➤ Have drivers and contractors been informed on these policies and procedures and their obligations relating to vehicle speed?	Y	N
➤ Are rosters and work schedules designed to ensure drivers and contractors are provided with adequate time to reach their destination?	Y	N
➤ Are maintenance schedules in place to ensure vehicle speed limiters, where fitted, are maintained and functioning?	Y	N
➤ Are procedures in place to manage non-conformance with policies and procedures relating to vehicle speed?	Y	N

CHECKLIST (OFFICE USE ONLY)

	Requirement	Yes / No	Comment
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1	Executed Bulk Freight of Goods Contract		
2	Vehicle Registration(s)		
3	Insurances (marine transit, public liability, comprehensive third party)		
4	Vehicle Maintenance & Repair Schedule		
5	Safety Accreditation System and/or WA Heavy Vehicle Accreditation		
6	HMMS Registration with Bunge Grain Terminal (WA Only)		
7	Carrier Compliance & Safety Survey		
8	MSIC (mandatory for WA port entry)		
9	Other		