



Bunge Grain Services Bunbury Pty Ltd

ABN: 91 148 115 511

**BUNBURY PORT TERMINAL
PORT LOADING PROTOCOLS**

EFFECTIVE – April 2016

Version 1.3

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A. Introduction

1. These Port Loading Protocols ("**Protocols**") set out how Bunge Grain Services Bunbury Pty Ltd ACN 91 148 115 511 ("**Bunge**") will facilitate ship loading services at the Port Terminal.
2. Bunge provides services to parties that have entered into a Storage and Handling Agreement. If a party that has not entered into a Storage and Handling Agreement requests services from Bunge, then the terms and conditions contained in Bunge's prevailing storage and handling agreement published on Bunge's website (www.bunge.com.au) shall be deemed to have been accepted by that party and shall apply to any services rendered by Bunge to that party.
3. Bunge operates on a just-in-time cargo accumulation basis. Bunge seeks to maximise throughput and operational efficiencies at the Bunge Facilities.
4. These Protocols apply to all commodities, including bulk wheat. The Protocols must be read in conjunction with the current Storage and Handling Agreement to which the Company or a party is otherwise bound pursuant to clause 2 of these Protocols.
5. These Protocols are at all times subject to the rules and regulations of the Bunbury Port Authority ("**BPA**") and the Company must ensure that it complies with all rules and requirements set by the BPA. The terms of the BPA's rules and regulations will prevail over the Storage and Handling Agreement and these Protocols.

B. Interpretation and Definitions

7. Unless otherwise defined in these Protocols capitalised terms in these Protocols have the same meaning as given to them in the Storage and Handling Agreement as is current at the relevant time.
8. Where these Protocols are in conflict with terms and conditions in the Storage and Handling Agreement, these Protocols will prevail to the extent of such conflict.
9. The following definitions will also apply to these Protocols:
 - (a) **Booking** has the meaning given at clause 16 of these Protocols;
 - (b) **Booking Fee** means the fee payable by the Company upon Bunge notifying the Company of the Booking;
 - (c) **Bunge's Port Terminal Facility** means the Bunge Facility that is located adjacent to the Port Terminal;
 - (d) **Cargo** means the Company's Grain or other commodity that is to be loaded onboard the Vessel at the Port Terminal;
 - (e) **Cargo Assembly Plan or CAP** means the document provided by the Company to Bunge as set out at Annexure 2 of these Protocols;
 - (f) **Company means** the party that has or is deemed to have entered into a Storage and Handling Agreement with Bunge and wishes to use Bunge's Facilities for storing, accumulating and loading Grain and/or other commodities onboard its Vessel for export from the Port Terminal;

- (g) **DAWR** means the Department of Agriculture and Water Resources (formerly DAFF, AQIS);
- (h) **ETA** means estimated time of arrival;
- (i) **Intent to Ship Advice** means the document supplied by the Company to Bunge when seeking to book shipping capacity, as set out in Annexure 1 of these Protocols;
- (j) **Load Details** means the document supplied by the Company to Bunge that provides instructions on how the Vessel shall be loaded, as set out in Annexure 2 of these Protocols;
- (k) **Port Terminal Services** means the services provided and/or facilitated by Bunge which enables the Company to export bulk grain and/or canola, including but not limited to:
 - (i) receiving the Cargo into the Terminal Facilities;
 - (ii) accumulation of the Cargo for export; and
 - (iii) facilitating access to the Port Terminal;
- (l) **Shipping Stem** means the list of vessels accepted to load at the Port Terminal, as published on the website www.wapres.com.au;
- (m) **Shipping Year** means 1 October to 30 September of the following year, (both dates inclusive);
- (n) **Shipping Windows** has the meaning given to it as clause 23;
- (o) **Storage and Handling Agreement** means the agreement of those Protocols entered into between Bunge and the Company, or where the Parties have not entered into a storage and handling agreement, the storage and handling agreement that is published on Bunge's web-site at the relevant time;
- (p) **Terminal Facilities** means the Bunge Port Terminal Facility together with a conveyor system that is owned by Bunge and leads to, and integrates with, an existing ship loader operated by WAPRES at the Port Terminal;
- (q) **Vessel** means, the vessel on which cargo is to be loaded for the Company at the Port Terminal;
- (r) **Vessel Nomination** means the document supplied by the Company to Bunge as set out in Annexure 2 of these Port Loading Protocols; and
- (s) **WAPRES** means W.A. Plantation Resources Co Ltd.

C. Shipping Stem

10. WAPRES publishes a current Shipping Stem on its web-site at www.wapres.com.au. Changes to the Shipping Stem are updated daily.
 - (a) The Terminal Operator's shipping stem may not include other shipping allocated to the Port Terminal by the Port of Bunbury and/or WAPRES.

D. Intent to Ship

11. To request shipping capacity at the Port Terminal, the Company must first:
 - (a) complete and send an Intent to Ship Advice to Bunge (see Annexure 1); and
 - (b) pay the Nomination Fee in accordance with the terms of the Storage and Handling Agreement.
12. During Business Hours on the next Business Day after receipt of a valid Intent to Ship Advice, Bunge will facilitate WAPRES to record that intent on its Shipping Stem as "pending". Bunge will take all reasonable steps to accept or reject the Intent to Ship Advice within 5 Business Days of receipt.
13. In deciding whether to accept or reject an Intent to Ship Advice, Bunge may consider:
 - (a) existing intent to ship advice(s) submitted by other companies seeking to use the Terminal Facilities;
 - (b) un-allocated capacity at the Terminal Facilities;
 - (c) whether the Company has executed a Storage and Handling Agreement; and
 - (d) other matters which Bunge reasonably considers to be relevant, including, without limitation matters going to the efficiency and timeliness of accumulation at the Terminal Facilities.
14. Subject to clause 13, intent to ship advices will be dealt with in the order that they are received by Bunge, unless Bunge reasonably considers an alternative order to be more efficient for the operation of the Terminal Facilities.
15. If Bunge accepts the Intent to Ship Advice it will:
 - (a) forward an acceptance notice to the Company;
 - (b) forward an invoice for the applicable Booking Fee to the Company; and
 - (c) facilitate WAPRES to change the status on its Shipping Stem.
16. A "**Booking**" is made upon notification of acceptance by Bunge of the Company's Intent to Ship Advice. An Intent to Ship Advice which is rejected or which Bunge does not respond to within 5 Business Days of receiving the relevant Intent to Ship Advice, is deemed to have lapsed and no Booking Fee shall be payable by the Company in respect thereof. Bunge will then facilitate WAPRES to remove the Company's pending Intent to Ship Advice from its Shipping Stem.
17. If the Company does not pay the Booking Fee within the terms of the Storage and Handling Agreement, then the Booking will be cancelled.
18. If a Booking remains unused by the end of the nominated month it lapses and any Booking Fee paid by the Company is forfeited to Bunge.

19. If the nominated or actual tonnage of Cargo loaded onboard the Vessel exceeds that initially nominated then an additional Booking Fee is payable by the Company. The Company will be invoiced for any additional Booking Fee once Bunge becomes aware that the tonnage to be loaded or that has been actually loaded on the Vessel is higher than the original booked tonnes.
20. If the actual tonnage of Cargo loaded onboard the Vessel is less than that initially nominated:
 - (a) by up to 10%, Bunge will refund the Booking Fee on a pro rata basis;
 - (b) by greater than 10%, the Company will forfeit the Booking Fee for such pro rata amount that is greater than the 10% tolerance. However, Bunge may at its sole discretion allocate part or all of the unused nominated capacity to a later month in that same Shipping Year. Unused nominated capacity that has been re-allocated by Bunge in accordance with this clause shall be deemed to be a discrete and individual Booking and not an addition to another Booking that the Company may otherwise have.
21. Bunge may, at its sole discretion, allow the deferral or splitting of a Booking provided it receives at least 3 months prior written notice by the Company before the Vessel's ETA. In determining its acceptance or rejection of a Company's request to defer or split a Booking, Bunge may consider, amongst other matters:
 - (a) existing intent to ship advices/bookings/vessel nominations from the Company and any other company; and
 - (b) un-allocated capacity at the Terminal Facilities.
22. Bunge may, at its sole discretion, consider requests made by the Company with less than 3 months' notice of the Vessel's ETA at the Port Terminal. In such circumstances, Bunge's General Manager's (or his/her authorised representative's) determination is final.
23. The Company must make a written request for Shipping Windows when completing the Intent to Ship Advice. The Shipping Window will include the period within which the Vessel's ETA will occur and be either:
 - (a) the 1st to the 15th day of the month, both days inclusive; or
 - (b) the 16th till the last day of the month, both days inclusive.
24. Bunge will make the final allocation of Shipping Windows at its sole discretion taking into account all other provisions of these Protocols.

E. Vessel ETA and Nomination

25. Written notice of the Vessel's ETA must be provided to Bunge at least 21 consecutive days prior to the beginning of the first day of the first Shipping

Windows. Further notifications are required at 10 days, 7 days, 4 days, 3 days, 2 days and 24 hours before the Vessel's ETA.

26. Written nomination of the Vessel's name must be received by Bunge at least 21 consecutive days prior to the Vessel's ETA in the form of the Vessel Nomination (see Annexure 2). The Vessel Nomination must be provided by the Company with all required details completed for such nomination to be considered for acceptance or approval by Bunge, (unless otherwise agreed in writing by Bunge).
27. The Company must ensure the Vessel's Owners complete a Rightship Questionnaire and that Questionnaire is to be included as part of the Vessel Nomination documents.
28. Vessel Nominations are to be accompanied by a Cargo Assembly Plan detailing the supply chain arrangements to be used to deliver the Cargo to the Bunge Port Terminal Facility, including load sites, load grade, quality specifications, fumigation certificates and associated tonnages.
29. If Bunge believes, on reasonable grounds, that the Company's CAP would adversely impact upon the efficiency of the Terminal Facilities, then Bunge shall consult with the Company, and may request changes to the CAP. If no changes to the CAP can be agreed, Bunge may at its discretion reject the Vessel Nomination, in which case the Booking Fee may, at Bunge's sole discretion, be forfeited to Bunge, in part or in full.
30. Unless otherwise agreed in writing, the Company agrees that Bunge will be the nominated party to move the Cargo from the Bunge Facilities or alternatively the Company will accept a stock swap for Cargo at the Bunge Port Terminal Facility, at Bunge's discretion.
31. In the absence of a CAP, Bunge shall consult with the Company. If the Company has failed to provide a CAP or has failed to redress any other non-compliance in a timely manner and Bunge on reasonable grounds, believes this has or could adversely impact upon the efficiency and timeliness of loading the Vessel or other vessels at the Terminal Facilities, Bunge may, at its discretion, do any of the following:
 - (a) arrange for the transport of the Company's Cargo from any of Bunge's Facilities upcountry to the Bunge's Port Terminal Facilities using road or rail freight, the full cost of which will be to the Company's account; or
 - (b) reject the Vessel Nomination, in which case the Booking Fee will be forfeited to Bunge.
32. Bunge may, at its sole discretion, consider Vessel Nominations received on less than 21 consecutive days' notice prior to the Vessel's ETA.
33. Upon receipt of the Vessel Nomination and the accompanying CAP, Bunge may, at its sole discretion, accept or reject the Vessel Nomination. Bunge will accept or reject the Vessel Nomination within 5 Business Days of receipt.

34. Notwithstanding any other clause in these Protocols, Bunge reserves the right to reject a Vessel Nomination where her ETA is within one week of an existing vessel nomination from the Company or another company.

F. Special Priority for Loader Owner (WAPRES)

35. The Port Terminal, including the shiploader, is controlled by WAPRES and WAPRES retains certain priorities at the Port Terminal, which in turn will prevail over any rights granted to Bunge or to the Company under these Protocols. In circumstances where WAPRES has complied with the shipping protocols agreed with Bunge and a WAPRES vessel arrives within 24 hours of the arrival of the non-WAPRES vessel, (irrespective of the order of the vessels on the Shipping Stem), the WAPRES vessel will have berthing priority at the Port Terminal.
36. The Company explicitly acknowledges and agrees to clause 35 above.

G. Estimated Load Dates

37. Upon acceptance of a Vessel Nomination, the Company will be notified of any vessel queuing and an estimate of loading dates based on:
- (a) other vessels nominated to be loaded;
 - (b) site accumulation and transport plan, including transport availability;
 - (c) nominated Vessel's ETA;
 - (d) ownership of Cargo; and
 - (e) impact on Port Terminal efficiencies.
39. Estimated load dates are approximate only and are neither fixed nor final. Without limitation, estimated load dates may change due to:
- (a) changes to Cargo;
 - (b) delays in Cargo accumulation;
 - (c) delays in loading prior vessels;
 - (d) weather;
 - (e) DAWR instructions;
 - (f) Cargo quality problems;
 - (g) BPA instructions; and
 - (h) prevailing rights of WAPRES.

H. Cargo Accumulation

40. Cargo accumulation will not commence prior to payment of the Booking Fee by the Company and receipt by Bunge of a properly completed Vessel Nomination.
41. As a general rule Cargo accumulation will not commence more than two weeks before the Vessel's ETA.

42. Bunge will determine, at its sole discretion, the order of cargo accumulation taking into account:
 - (a) Vessel's ETA;
 - (b) The date the Vessel Nomination was received by Bunge;
 - (c) Grain availability at Bunge's Port Terminal Facility;
 - (d) Bunge's Port Terminal Facility site accumulation and transport plan;
 - (e) ownership of grain and agreed stock swaps between companies; and
 - (f) impact on the Terminal Facilities efficiencies.
43. Only Grain that is owned by the Company will be accepted for accumulation. Bunge may accept grain for accumulation that is not owned by the Company if the owner of the grain provides Bunge with written confirmation of its intention to either:
 - (a) sell the grain to the Company in the Bunge Facility prior to the Vessel's ETA; or
 - (b) swap the grain with the Company's other grain stored with Bunge.
44. Bunge reserves the right to not fully accumulate a Cargo in accordance with a Vessel Nomination if this is necessary in order to maximise efficiency for all vessel turnarounds at the Port Terminal, (for example where multiple vessels are scheduled to arrive at the Port Terminal within a short time frame).
45. The Company acknowledges and agrees that Grain accumulated at the Bunge Facilities will be commingled with grain of the same grade and not segregated by ownership.
46. Where a Company's Grain remains in Bunge's Port Terminal Facility after completion of Vessel loading pursuant to a Vessel Nomination and the Company retains ownership of that Grain ("Surplus Grain"), the Company must arrange to relocate the Surplus Grain away from Bunge's Port Terminal Facility within two Business Days of being notified by Bunge or be charged a storage fee at Bunge's discretion. If Bunge reasonably considers that the presence of the Surplus Grain may interfere with the receipt of grain for other vessel(s), Bunge may relocate the Surplus Grain to another Bunge Facility, with the Company to bear all costs and risk of transport and associated storage fees.

I. Vessel Loading

47. Without limitation, the order of vessel loading will generally be determined by Bunge having consideration of the following:
 - (a) clause 3 of these Protocols;
 - (b) the Vessel's ETA;
 - (c) the date the Vessel Nomination was received by Bunge;
 - (d) the date when the Vessel passed surveys;
 - (e) Grain availability at Bunge's Port Terminal Facility;

- (f) Bunge's Port Terminal Facility accumulation and transport plan;
 - (g) ownership of grain and stock swaps between companies;
 - (h) the impact on Terminal Facilities' efficiencies; and
 - (i) prevailing rights of WAPRES.
48. Bunge may, at its sole discretion, determine that loading another vessel the subject of a vessel nomination received later than the Company's Vessel Nomination or with a later vessel's ETA is in the interests of Port Terminal efficiency.
49. Where reasonable and necessary to facilitate the efficient loading of other company's vessels, the Company acknowledges and agrees to Bunge loading grain of equivalent grade to that held in a Bunge Facility for the Company onto the Company's Vessel. If Bunge loads Stored Grain onto the Company's Vessel, the Company agrees that, if requested by Bunge, it will execute Grain Stock Swaps (see Annexure 3) with Bunge or other companies to facilitate continued efficiency at the Terminal Facilities.
50. The Company acknowledges that the Terminal Facility's and supply chain efficiency requirements, (including but not limited to the desire to fully utilise available resources and the ability to optimise positioning of grain) may result in vessels loading out of order of arrival.
51. Companies may negotiate changes to Cargo accumulation and estimated load dates with other companies that use Bunge's Port Terminal Facilities. Bunge may or may not, at its sole discretion, agree to implement such changes.
52. Prior to commencement of loading of the Cargo, at the Company's sole cost and risk, the Vessel must have passed a marine survey, DAWR survey and any other survey required by any relevant law and Bunge.
53. Should the Vessel fail any relevant survey (or be made the subject of a detention order) Bunge may, at its sole discretion, change the order of loading or direct the Vessel's removal from the Port Terminal.
54. The Company indemnifies Bunge for all costs, expenses and liabilities incurred by Bunge in connection with the Vessel failing any surveys, being the subject of a detention order and/or being the subject of an arrest warrant. Such costs, expenses and liabilities may include but are not limited to:
- (a) labour costs;
 - (b) treatment costs;
 - (c) lost profits; and
 - (d) any third party claims (where for example the Port Terminal is blocked causing other uses of the Port Terminal to experience delays).
55. If Bunge determines, at its sole discretion, that the Vessel has a high risk of failing surveys it may require the Company to procure and/or pay for an in-transit marine surveyor's report be provided prior to allowing the Vessel to berth at the Port Terminal.

56. Bunge will not facilitate loading of the Vessel without prior written instructions from the Company to do so.

J. Weights

57. Weights will be final and binding as per on-shore weights as determined by Bunge's batch weigher.

K. Vessel Substitution or Delay

58. In the event that the Vessel is substituted or delayed and the substituted or delayed Vessel's ETA is greater than 5 days from the original Vessel's ETA, the Booking Fee will be forfeited to Bunge if in Bunge's reasonable opinion, the substitution or delay would cause disruption to the efficient operation of Terminal Facilities.
59. The Company indemnifies Bunge for all costs, expenses and liabilities in connection with:
- (a) the failure of the Vessel to pass any survey(s);
 - (b) the cancellation of the Vessel within 14 days of the original Vessel's ETA;
 - (c) the delay of the Vessel from her original ETA by more than 5 days; and
 - (d) a substituted Vessel's ETA being more than 5 days after the original Vessel's ETA;

such costs, expenses and liabilities may include but are not limited to:

- (a) repositioning costs;
- (b) storage costs;
- (c) treatment costs;
- (d) lost profits; and
- (e) any third party claims where the Port Terminal is blocked and causes other Port Terminal companies to experience delays.

L. Notices

60. All notices and communications under these Protocols are to be sent by the Company to Bunge by email addressed to: bgm.trade.aus@bunge.com.
61. The Company must include in its Intent to Ship Advice a contact email address, to which Bunge will send all notices and communications under these Protocols.

M. Dispute Resolution

62. In the event that the Company disputes Bunge's adherence to these Protocols, (including, without limitation the acceptance or rejection of a Vessel Nomination, or prioritisation of Port Terminal services), the following procedures will apply:

- (a) The Company must notify Bunge in writing of the dispute, the reasons for the dispute and the resolution which the Company requests.
- (b) In the case of a dispute regarding rejection of an Intent to Ship or Vessel Nomination, the dispute notice must be received by Bunge by 16:00 Australian Eastern Standard Time on the next Business Day following receipt by the Company of the notice from Bunge of the rejection.
- (c) Bunge must use its best endeavors to respond to the Company within two Business Days following receipt of the dispute notice. Bunge's response must notify the Company whether Bunge will change its decision and, if not it must provide an explanation or basis for Bunge's decision.
- (d) If the Company is not satisfied by Bunge's response, or Bunge fails to respond to the dispute notice within two Business Day of its receipt, the Company may serve written escalation notice to Bunge within one Business Day of receipt of Bunge's response, or within one Business Day of when Bunge's response was due.
- (e) Upon receipt of this escalation notice, Bunge must use all reasonable endeavours to arrange a meeting between Bunge's General Manager and the Company within two Business Days of receipt of the escalation notice. Where Bunge 's General Manager is unavailable for such a meeting within the timeframe specified, Bunge will make available a suitable alternative authorised representative to meet with the Company within two Business Days of receipt of the escalation notice. To facilitate the expeditious resolution of disputes, the meeting can take place either face to face or by telephone.
- (f) At the meeting, Bunge's General Manager (or appointed representative) and the Company will discuss the subject of the dispute notice and Bunge's response and use all reasonable endeavours to reach an agreed outcome. Where such agreed outcome cannot be achieved, given the need for clarity, efficiency and certainty in this dispute resolution process, Bunge's General Manager (or appointed representative) will make a final decision in relation to the dispute notice and (within 10 Business Days after the meeting) notify that decision and the reasons for that decision in writing to the Company.

63. In reaching the final decision, Bunge's General Manager (or appointed representative), acting on behalf of Bunge, must take into account the circumstances of the dispute and details set out in the dispute notice and, acting reasonably and in good faith, reach a decision that is consistent with the wording, or if that is unclear, the intent of these Protocols (and, relevant legal requirements). Bunge's General Manager (or appointed representative) may also have regard to the objectives of:

- (a) maximising the efficient operation of the Terminal Facilities;
- (b) maximising export throughput at the Terminal Facilities;
- (c) ensuring the non-discriminatory treatment of companies; and
- (d) consistency of decisions.



Annexure 1 - Intent to Ship Advice

Company contact details

Company name	
Company contact	
Company contact email address	
Company contact telephone number	

Load Details

Projected Load Ports		
Total tonnage		
Tolerance		
Shipping month		
Shipping Window (FH / LH)		

Quality Parameters / Comments

Load Grade	Quality Specifications	Parcel 1	Parcel 1

Name: _____

Signature: _____

Date: ____/____/____

Annexure 2 - Vessel Nomination & Cargo Assembly Plan

Vessel Details:

Vessel name			
Owner		Hatches	
ETA		Departure from last port	
Laycan		Load grade	
Load tonnage (min)		Load Tonnage (max)	
Authority to load		Year built	
Gross tonnage		Holds	
Last 3 commodities loaded		Last 3 ports visited	
Net tonnage		Laycan	
Vessel type		DWT	
Flags		LOA	
GRT		NRT	
Destination		Shipping agency	
Arrival draft		Departure draft	
Beam		De-ballasting requirements	
Right Ship Survey	Y/N	Right Ship Report Attached	Y/N
Comments:			

Load Details:

Vessel Name	
Load ports	
ETA	
Total tonnage	
Tolerance	
Contract grades	
Stowage factor	
Company reference	



Contract number	
Destination	
Discharge port	
Exporter	
Export Inspection charge	
Special Fumigation and/or Phytosanitary Requirements	
Other Comments	

Quality Parameters:

Load Grade	Quality Specifications	Parcel 1	Parcel 2	Parcel 3	Parcel 4

Cargo Accumulation Plan:

Originating Site	Grade	Tonnes	Fumigation Certificate
Total			

Name: _____

Signature: _____

Date: ___/___/___

Annexure 4 - Berth 3 Dimensions

- Refer to the Berth 3 Dimensions as described by the Bunbury Port Authority in the table below.
- Note, the vessel's crew will be required to fleet or walk the vessel to ensure access to loading holds can be achieved.
- Vessels greater than 210m will require Bunge / Harbour Master approval.
- In addition, the Harbour Master will need to approve draft requests deeper than 11.6m.

Location	Inner Harbour
Construction	Dolphin berth
Fendering	Metal-faced Rubber water lubricated to within 1.5m of chart datum
Height of Wharf decking	3.66m above datum
Berth Length	381 m
Maximum Vessel Length	210 m / Larger vessels in consultation with Bunge
Maximum Vessel Beam	36.5 m
Deepest permissible draft	11.6 m
Depth Alongside	12.2 m
Security	Fencing with sliding gate operated by Security Swipe Cards W.A.Chip & Pulp have inner gate limited access to their adjacent facilities.
Water	Potable water - supply rate 25 kLitres/hour
Vessels usually berthed port side to.	
Vessels should prepare long backsprings on the main deck for warping the vessel during loading operations SEE DIAGRAM OF MOORING DETAILS	
Shore gangway is provided and is integrated into the shiploader.	

Woodchip Shiploader	
•	Primarily a specialised woodchips loading berth equipped with a fixed loader linked to adjacent storage.
•	Loading rated at 1,000 tonnes per hour
•	Air draught 21m (loader in stowed position)
•	Maximum clearance - bottom of chute - 17m above chart datum

Annexure 5 - Shipping time table Summary:

Notice	Time
Request to Ship Advice	Per Agreement with Bunge
Shipping Window (FH/LH) request	To be included in Request to ship advice
Nomination Fee	Payable per invoice terms
Vessel ETA	21 calendar days prior to 1st day of Shipping Window
Vessel Nomination	21 calendar days prior to ETA
CAP	Required with Vessel Nomination
Load Plan	Required with Vessel Nomination