STORAGE AND HANDLING AGREEMENT

Season: 26/27

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PARTIES: **Carpendale Agri Pty Ltd** A.C.N. 649 249 230
of 18833 Gore Highway, Goondiwindi QLD 4390
(the **Handler**)

And:

(the **Customer**)

RECITALS:

A. The Customer owns or will own the Commodities.

B. The Handler carries on the business of receiving, handling, transporting and storing grain and other commodities at the Facility.

C. The Customer has requested the Handler to provide, and the Handler has agreed to provide, the Services in accordance with the terms of this Agreement.

D. The Customer has agreed to pay the Handler the Handler Fees for providing the Services.

The Parties agree:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

In this Agreement:

Additional Services means services including blending, drying and fumigation usually offered by the Handler, requested to be provided by the Customer.

Agreement means this agreement;

Business Day means a day on which trading banks are open for business in Brisbane, other than a Saturday or a Sunday;

Charges means a charge or liability other than a Handler Fee incurred by the Customer under this Agreement.

Claim means, in relation to any person, a claim, complaint, action, proceeding, judgment, damage, loss, cost, charge, expense, outgoing, payment or liability incurred by or to or made or recovered by or against the person, however arising, whether present, immediate, actual, future or contingent and whether or not arising in relation to matters which occurred in the past and includes an environmental notice;

Commencement Date means the date set out in item 4 of Schedule 1;

Commodities means the commodities set out in item 6 of Schedule 1 (unless otherwise agreed by the parties in writing):

(a) received, or to be received, by the Handler at the Facility; and
(b) owned or controlled by the Customer;

Deliverer means the person who delivers Commodities to the Facility on behalf of a Customer.

Facility means the site set out in item 5 of Schedule 1;

Force Majeure Event means anything outside that Party's reasonable control including the following events or circumstances (provided they are beyond the Party's reasonable control):

(a) accident, fire, adverse weather conditions, prolonged periods of rain, flood, tidal conditions, earthquake, explosion, or like natural disasters, blockages of ports, civil commotion, outbreak of hostilities, terrorist act, declaration of war, war, invasion, rebellion, epidemic, or declarations of a state of emergency;
(b) strikes, stop works, lockouts, boycotts or any other form of industrial dispute or labour shortage;
(c) breakdown, accidental or malicious damage or destruction of the Facility or equipment at the Facility;
(d) failure, disruption or delay in transportation including in respect of haulage services (including by rail) or terminal services provided to the Handler at the Facility by a third party that directly or indirectly affect the provision of the Services;
(e) executive or administrative order or act of either general or particular application of any Government or any official purporting to act under the authority of that Government, prohibitions or restrictions by domestic or foreign laws, regulations or policies, quarantine or custom restrictions or prohibitions on export; and
(f) acts or omissions of any third party (including without limitation Governments, Government agencies, subcontractors, customers or bulk handlers).

Handler Fees means:

(a) the fees for providing the Services as set out in Item 8 of Schedule 1 as amended from time to time in writing by the Handler under clause 7.2(b); and
(b) any fees charged by the Handler for any Additional Services;

Indirect or Consequential Loss means any indirect, special, incidental or consequential loss, or any loss in the nature of compensation for any loss of production, loss of profits, loss of revenue, loss of opportunity, loss of markets, loss of use of money, goods or other property or loss of goodwill or business reputation, and any increased operating costs suffered by or incurred by any person, whether arising in contract or tort (including negligence) or under any statute, arising out of or in connection with this Agreement;

Insolvent in relation to a Party means:

(a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over the whole or a substantial part of the assets or undertaking of the Party and is not removed within 30 days;
(b) the Party suspends payment of its debts generally;
(c) the Party is insolvent within the meaning of the Corporations Act;
(d) the Party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(e) an application (other than a vexatious application) or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the Party or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the Party otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the other Party and, in the case of an application, the application is not withdrawn or dismissed within 60 days; or

(f) an administrator is appointed under Division 2 of Part 5.3A of the Corporations Act and, except in the case of an appointment by the Party or its directors, is not withdrawn or removed within 14 days;

Liability includes any and all liabilities (whether actual, contingent or prospective), losses, expenses, costs and damages of any kind and however arising, irrespective of when the acts, events or things giving rise to the liability occurred;

Operating Hours means the hours of operation of the Facility advised to the Customer from time to time;

Outturn Entitlement means:

(a) the tonnes of a Stored Commodity recorded on the weigh bridge at delivery of the Commodity; plus
(b) any Commodity transferred to the Customer under a Title Transfer; less
(c) any Stored Commodity the Customer has transferred to another customer; less
(d) the applicable Shrinkage Allowance;

Party means a party to this Agreement;

Receival (classification) Standard means the classification of the Commodity under the applicable GTA Trading Standard applied by the Handler;

Season means the 1 October until 30 September the following year, for Wheat and Barley and from 1 January until 31 December for Sorghum

Security Holder means any financial institution and/or security trustee notified to the Handler by the Customer as having a security interest over the Stored Commodities;

Services means the storage and handling services to be provided by the Handler to the Customer as set out in clause 2;

Shrinkage Allowance means the shrinkage allowance for a specific Commodity set out in item 7 of Schedule 1;

Stored Commodity means the:

(a) Commodity that is received at the Facility for the Customer; and
(b) commodity that becomes a Commodity through a Title Transfer;

Term means the period commencing on the Commencement Date and expiring on 30 September following the Commencement Date; and

Title Transfer means a transfer of title of:

(a) Stored Commodities from the Customer to another customer of the Handler;
(b) commodities from another customer of the Handler to the Customer; or
(c) commodities from a grower warehousing the commodities to the Customer.

1.2. Interpretation

In this Agreement, headings are inserted for convenience only and do not affect the interpretation of this Agreement, and unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;
(b) words importing a gender include the other genders;
(c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
(d) a reference to:
    (i) a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
    (ii) a Party includes the Party's executors, legal personal representatives, successors, transferees and assigns;
    (iii) a part, clause, schedule or Party is a reference to a part, clause or schedule of, or a party to, this Agreement;
    (iv) a right includes a benefit, remedy, discretion, authority or power;
    (v) this Agreement includes the recitals and any schedules, annexures, exhibits or attachments to this Agreement;
    (vi) $ or dollars means Australian dollars and a reference to payment means payment in Australian dollars;
    (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
    (viii) conduct includes, without limitation, an omission, statement or undertaking whether or not in writing;
    (ix) legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under that legislation;
    (x) a law includes any statute, regulation, by-law, scheme, determination, ordinance, rule or other statutory provision (whether Commonwealth, State or municipal);
    if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day;
(e) the meaning of general words is not limited by specific examples introduced by "including" or "for example", or similar expressions;
(f) headings contained in this Agreement are for convenience and do not affect the interpretation of this Agreement; and
(g) no provision of this Agreement will be interpreted against a Party just because that Party prepared that provision.

2. SERVICES

Subject to the terms of this Agreement, the Handler will:

(a) receive and weigh Commodities at the Facility during the Operating Hours;
(b) store and handle Stored Commodities at the Facility;
(c) outturn the Customer's Outturn Entitlement during the Operating Hours;

(d) sample, provide quality testing services for, classify into available grades, and load to transport the Stored Commodities; and
(e) provide Additional Services.

3. RECEIPT OF COMMODITIES

3.1 Receipt

(a) Subject to clause 3.2, the Handler will use reasonable endeavors to receive Commodities delivered to the Facility for the Customer.
(b) The Handler will record the weight, variety and grade quality of the Commodities delivered to the Facility for the Customer on a weigh bridge ticket.
(c) If requested by the Customer, the Handler will provide the Customer a copy of the weigh bridge ticket in respect to any Commodities received by it under this Agreement.
(d) During harvest the Handler will provide the Customer monthly electronic reports including the relevant delivery information for each Commodity such as delivery dates, tonnage, commodity, variety, moisture, protein, screenings, test weight and truck registrations.

3.2 Receival (classification) Standard

(a) The Handler will use the Receival (classification) Standard to classify each Commodity prior to the Handler accepting delivery of that Commodity.
(b) The Handler may reject any Commodity where its Receival (classification) Standard means that the Handler does not have the capacity to provide Services in respect of that Commodity given the classifications of other commodities stored by the Handler at that time.

3.3 Shrinkage

(a) The Customer acknowledges and agrees that the Commodities will suffer shrinkage.
(b) The Handler will adjust the weights of (Shrink) Stored Commodities in accordance with the Shrinkage Allowances set out in item 7 of Schedule 1 and in the following manner;
    (i) when ownership of a commodity passes from a previous owner to the Customer; and
    (ii) on outturn of the Stored Commodity.
(c) Where Shrink is applied to the Stored Commodities under this clause, title to the shrunk volume of the Commodity will pass to the Handler and any proceeds from the sale of this shrunk volume will belong to the Handler.

3.4 Weights and Measures

The Handler will:

(a) weigh the Commodities at a registered weigh bridge:
    (i) immediately after Commodities are delivered to the Facility; and
    (ii) immediately before the Handler outturns the Commodities;
(b) permit the Customer, upon the Customer's reasonable request, to have access to the records maintained by the Handler in relation to the weigh bridge, provided that the Customer must not disclose these records to any third party; and

(c) ensure that testing and quality testing equipment that it uses is accredited, calibrated and tested in accordance with the usual industry practice.

4. STORAGE

4.1 Storage

(a) The Handler will use reasonable endeavors to safely store and handle the Stored Commodities at the Facility.

(b) The Handler will provide and maintain appropriate premises, facilities, equipment and vehicles to store Commodities in accordance with acceptable industry standards as to safety and cleanliness.

4.2 Common Commodity

(a) Unless specifically agreed in writing, the Handler at its discretion may co-mingle the whole or any part of any Stored Commodity with a commodity of the same specification received from other customers.

(b) Once co-mingled, the Stored Commodity will be deemed to be common commodity of specified quality stored in bulk (**Common Commodity**).

(c) All Common Commodities will be out turned at the stack average of that Common Commodity.

(d) Title to Common Commodity in a stack or cell is held jointly by the owners of the Common Commodity as tenants-in-common in the proportion that each owner's commodity bears to the total Common Commodity in the stack or cell, as the case may be.

(e) Except in the case of Insolvency of the Handler, the Customer does not have the right to nominate any particular parcel of Common Commodity as being owned by the Customer.

(f) While the Handler has possession of the Stored Commodity, the relationship between the Handler and the Customer is one of bailment only and that relationship shall continue to exist despite the Commodity losing its identity by becoming part of Common Commodity.

4.3 Treatment and maintenance programs

(a) The Handler will at its discretion treat or disinfect Stored Commodities with fumigants and pesticides in accordance with industry practice and law.

(b) The Handler will use reasonable endeavors to notify the Customer of any treatment or maintenance program that is required including as a result of infestation or unscheduled equipment maintenance which may impact the Customer's ability to collect the Stored Commodities (during outturn or otherwise) from the Facility.

(c) The Handler will use reasonable endeavors to perform any special or extraordinary treatments to the Stored Commodities requested by or agreed with the Customer. The Customer must pay the cost of any special or extraordinary treatment.

4.4 Responsibility for Commodity

(a) The risk to the Commodities will at all times be assumed by the Customer (including during transit to, transit from and while at the Facility).

(b) The Customer must effect and maintain insurance cover that a prudent person in the Customer's position (including as owner of the Stored Commodity and/or co-owner of the Common Commodity) would deem sufficient to guard against risks having regard to the terms of this Agreement.

(c) Without limiting clauses 4.4(a) and (b), while the Stored Commodity is at the Facility the Handler will maintain:

(i) insurance covering any physical loss or damage to Stored Commodities against the risks of flood, fire and theft while at the Facility; and

(ii) public liability insurance for a minimum of $20 million.

4.5 Title Transfers

(a) Any Title Transfer of a Stored Commodity or a commodity stored for another customer to the Customer must be advised to the Handler:

(i) by the Customer or the seller in writing; or

(ii) by the Customer or the seller facilitating an online transfer within the Handler's platform

(b) Subject to clause 4.5(c), a Title Transfer will become effective on the date the Handler's platform states the transfer occurred.

(c) A Title Transfer will not occur until the transferee (the person receiving the transfer) has entered into a Storage and Handling Agreement with the Handler.

4.6 Liability for previous owner's Handler Fees

If a previous owner of Stored Commodities transferred to a Customer through a Title Transfer has failed to pay the Handler any Handler Fees or Charges incurred in respect of those Stored Commodities, the Customer will become liable for those Handler Fees and Charges from the date of the Title Transfer.

5. OWNERSHIP AND SECURITY INTERESTS

5.1 Ownership

The Customer warrants and represents to the Handler that it is the sole legal owner of and has full rights in, title to and interest in the Stored Commodities prior to:

(a) outturn of that Stored Commodity; or

(b) a request from the Customer for a Title Transfer of the Stored Commodities.

5.2 Security Interests

The Handler will use reasonable endeavors to:

(a) grant reasonable access to a Security Holder (identified in writing to the Handler by the Customer), provided that it complies with any operating procedures, occupational health and safety guidelines or any other policy applicable from time to time while at the Facility; and

(b) with the prior written approval of the Customer, provide a Security Holder information regarding the Stored Commodities that the Security Holder may reasonably require.

5.3 No conflict warranty

The Customer warrants that the terms of this Agreement to not conflict with the terms of a security agreement entered into between the Customer and a Security Holder.

5.4 Insolvency of the Handler

In the event the Handler becomes Insolvent, the Customer will remain the owner of its Stored Commodities and will be entitled to outturn of its Commodities.

5.5 Insolvency of the Customer

Without limiting and subject to the rights of the Handler under this Agreement and at law to recover unpaid Handler's Fees and Charges, in the event the Customer becomes Insolvent, the Handler will allow the Security Holder (subject to its rights and obligations under any finance document) to exercise the rights of the Customer under this Agreement.

5.6 Inspections

On reasonable prior notice, the Handler will permit the Customer or a Security Holder to inspect the Facility and Stored Commodities (including taking samples of the Stored Commodities) for the purpose of assessing the compliance of the Handler with its obligations under this Agreement.

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6. OUTTURN OF COMMODITIES

6.1 Notice of outturn

(a) Subject to clause 6.1(b), the Customer must give the Handler five (5) Business Days prior notice if it requires its Outturn Entitlement to be out turned from the Facility.

(b) If the Stored Commodity is under fumigation the Handler will require additional prior notice prior to it confirming the outturn.

6.3 Handler to outturn

Subject to clause 6.1, the Handler will use reasonable endeavors to:

(a) make the Stored Commodity available to be out turned on the day specified by the Customer and if the Stored Commodity is not able to be out turned on the date specified promptly advise the Customer of the anticipated delay; and

(b) provide access to the Facility to enable the Customer or its representatives to collect the Stored Commodities (during outturn or otherwise) from the Facility.

6.4 Transfer of title

(a) The Customer may transfer title to all or part of its Outturn Entitlement in accordance with clause 4.5.

(b) Where a Title Transfer occurs in accordance with clause 4.5, the transferee or transferees will be entitled to the Customer's Outturn Entitlement.

6.5 Outturn Standards

The Handler will outturn to the Customer, Stored Commodity which, as a minimum, has a classification standard equal to the Receival (classification) Standard in respect of that Stored Commodity or such other standard as the parties agree.

6.6 Outturn Reporting

The Handler will use reasonable endeavors to ensure that the Customer has access to the Handler's system which provides details of commodity movements

including ticket number, outturn date, outturn tonnes, grade out turned, transport registration, GMO identification, and any other specified quality information.

6.7 Cleanliness

(a) The Customer is responsible for ensuring that its nominated transport vehicles arrive at the Facility in a clean and well-maintained state free from any contaminants or residue.

(b) The Handler has no obligation to inspect any transportation vehicle for cleanliness, but if it does inspect, then the Handler, is entitled to reject any transportation vehicle which it reasonably considers unfit for the transportation of the Commodity and to refuse to load the transportation vehicle. If a transportation vehicle fails inspection, the Handler may instruct the transportation vehicle to be removed from the loading bay or siding.

(c) The Handler is not liable for any loss, cost, damage or expense (including Indirect or Consequential Loss) caused as a result of a rejection of a transportation vehicle.

(d) The Customer agrees to pay the Handler for any costs incurred by the Handler as a result of the rejection of a transportation vehicle by the Handler.

(e) Transportation vehicles are not permitted to be cleaned at the Facility without the Handler's prior written consent.

7. HANDLER FEES

7.1 Payment of Handler Fees

(a) The Customer must pay the Handler the Handler Fees and other Charges in respect of the provision of the Services.

(b) The Customer must pay the Handler Fees and Charges by direct debit to the bank nominated by the Handler and send an electronic copy of the remittance advice within fourteen (14) days of receipt of a tax invoice from the Handler.

(c) If the Customer fails to pay the Handler Fees and Charges on or before the due date for payment, the Customer must pay interest on any overdue amount at a rate of 10% per annum, calculated daily.

7.2 Calculation and amendment of Handler Fees

(a) The Handler Fees will be calculated as follows:

(i) the fees for receival will be invoiced on total tonnes of a Commodity delivered (as specified in the weigh bridge ticket);

(ii) the fees for outturn will be invoiced on the tonnes of the Outturn Entitlement out turned; and

(iii) the monthly storage fees will be invoiced monthly in advance calculated on the volume of Stored Commodity stored at the Facility on the 1st of each month.

(b) The Handler may amend the Handler Fees specified in Item 8 of the Schedule at its sole discretion by 14 days written notice to the Customer.

7.3 Set off

(a) The Customer is not entitled to withhold payment of any disputed amount the subject of an invoice issued by the Handler, or to set off against the amount of an invoice any other Claim that it has against the Handler.

(b) The Handler may in its discretion deduct from, set off against and/or otherwise reduce or deem satisfied any obligation the Handler may have to the Customer to the extent of any obligation that the Customer may have to the Handler (whether present or future, certain or contingent, ascertained or sounding only in damages) on any account whatsoever.

7.4 Default in payment

If the Customer fails to make payment of an invoice in accordance with this clause 7, then:

(a) all existing invoices will become immediately due and payable; and

(b) the Handler may, in its absolute discretion, suspend the provision of any or all Services until such time as all outstanding invoices have been paid.

7.5 Handler's lien and security interest

The Customer

(a) acknowledges and agrees that the Handler will have a first and paramount lien on the Stored Commodities for all monies due and payable to the Handler in connection with the provision of Services to the Customer; and

(b) grants a security interest to the Handler over the Stored Commodities and proceeds of sale as security for the payment of all monies due and payable (on any account whatsoever) by the Customer to the Handler.

7.6 Retention of possession

Subject to any requirement of law, the Handler will be entitled, for the purpose of enforcing such lien or security interest, to retain possession of the whole or any part of the Stored Commodities until all amounts due and payable are paid, or to sell all or any of the Stored Commodities (after giving the Customer at least 7 days prior notice) and apply the sale proceeds in or towards the satisfaction of the moneys due to the Handler and the costs of effecting the sale, and the balance (if any) will be paid by the Handler to the Customer. Where the Handler sells all or any of the Stored Commodities for the purpose of enforcing its lien or security interest, the Customer irrevocably appoints the Handler as its agent and attorney for such purpose.

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8. SPECIAL CONDITIONS

The special conditions in item 9 of Schedule 1 (if any) are incorporated into this Agreement. In the case of conflict between the special conditions and the main body of this Agreement, the special conditions will prevail.

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9. TERM

This Agreement will continue for the Term unless terminated under clause 10 or by agreement of the parties.

10. TERMINATION

10.1 Termination

(a) Subject to clause 10.1(b) below, either party may terminate this Agreement on not less than 3 month's written notice to the other Party.

(b) If the Handler gives the Customer a notice of termination under clause 10.1(a), the date of termination of this Agreement will be the later of 1 September 2026 and the date that is 3 months after the date of the notice.

(c) The Customer may terminate this Agreement:

(i) on not less than 10 Business Days' written notice to the Handler if the Handler has failed to comply with a provision of this Agreement and that failure, has not been rectified within 10 Business Days of the Customer giving written notice to the Handler specifying such failure;

(ii) immediately if the Handler becomes Insolvent; or

(iii) if a Force Majeure Event persists for more than 20 Business Days.

(d) The Handler may terminate this Agreement:

(i) on not less than 10 Business Days' written notice to the Customer if the Customer has failed to comply with a provision of this Agreement and the failure, has not been rectified within 10 Business Days of the Handler giving written notice to the Customer specifying the failure; or

(ii) immediately if the Customer becomes Insolvent; or

(iii) if a Force Majeure Event persists for more than 20 Business Days.

10.2 Actions following Termination

(a) Promptly, and not more than 7 days, after termination of this Agreement, the Customer must:

(i) make arrangements for the outload of its Outload Entitlement; and

(ii) pay all outstanding Handler's Fees and Charges (including those incurred in respect of the Stored Commodities whether by the Customer or a previous owner of the Commodities up to and including the date the Outload Entitlement is out loaded from the Facility).

(b) Termination does not affect or prejudice the rights of any Party that accrued prior to the date of the termination, or which are expressed to survive termination.

(c) This clause 10.2 remains in effect following termination.

INDEMNITIES AND WARRANTIES

10.3 Customer Indemnity and Release

(a) The Customer acknowledges that the only warranties provided by the Handler under or in respect of this Agreement are those expressly set out in this Agreement. To the maximum extent permitted by law, all other warranties and conditions implied by custom, general law or statute are excluded.

(b) The Handler's Liability for breach of implied warranties or conditions not

permitted at law to be excluded will be limited to the cost of re-supplying the relevant Service.

(c) The Customer indemnifies, releases and holds harmless the Handler, its employees, officers, agents and contractors from and against all Claims and Liabilities suffered or incurred by the Company arising directly or indirectly out of or in connection with:

(i) any third party Claim in relation to any Commodity and/or any security, lien, charge or other encumbrance, of whatever nature, relating to any Commodity that becomes Stored Commodity;

(ii) the out turning of Stored Commodity;

(iii) all other breaches (including a breach of warranty), non-observance or non-performance of the Customer's obligations under this Agreement and the Customer's negligent acts or omissions; and

(iv) any Claim relating to the transport of Commodities including transport providers.

(d) The Handler's officers, employees, agents and contractors each have the benefit of these indemnities and releases and to that extent, the Handler enters into this Agreement as agent and trustee on their behalf.

10.4 Extent of indemnities

The indemnities in this clause 11:

(a) apply to the past, present and future obligations of the Party giving the relevant indemnity (the **Indemnifying Party**) under this Agreement as amended, supplemented, renewed or replaced;

(b) are not affected nor are the obligations of the Indemnifying Party under this Agreement released or discharged or otherwise affected, by anything which, but for this provision, might have that effect including, without limitation:

(i) the grant to the Indemnifying Party or any other person of any time, waiver or other indulgence or concession or any whole or partial discharge or release of the Indemnifying Party or any other person;

(ii) the failure by the Party receiving the benefit of the indemnity to give notice to the Indemnifying Party of any default by the Indemnifying Party or any other person; and

(iii) any delay, acts, omissions or mistake on the part of, or suffered by the Indemnified Party or any other person in relation to this Agreement or any other agreement or thing

(c) survive the termination of this Agreement.

10.5 Warranties

(a) The Customer warrants that it is fully entitled, without the consent of any third person, to execute this Agreement and exercise all of the rights under and do all of the things contemplated by this Agreement.

(b) The Handler does not represent or warrant that it will supply the Services to you for any minimum quantity of the Commodities.

10.6 Compliance with Laws

In carrying out their obligations under this Agreement, both parties must comply with all legal and regulatory requirements but not limited to, obtaining and maintaining all necessary permits, licenses and registrations.

10.7 Chain of Responsibility

Without limiting clause 11.4, the Customer must ensure that it (including its employees, officers and agents) and any Deliverer or transport provider takes all reasonable steps to comply with its 'chain of responsibility' obligations in respect of vehicles loading and unloading at the Facility including under the Heavy Vehicle National Law state-based heavy vehicle regulations and complies with all directions of the Handler in respect of any deliveries or out turning of the Commodities, and any operations at or visits to the Facility.

10.8 Limitations on Handler's liability

The Handler's Liability under this Agreement or otherwise at law in respect of the provision of the Services is modified by the following:

(a) the Handler is only liable for damage, destruction or contamination by the Handler of the Commodities if caused by the gross negligence or willful default of the Handler or its employees, contractors or agents;

(b) the Liability of the Handler to the Customer for any such damage, destruction or contamination of Commodities, if caused by gross negligence or willful default or otherwise any other Liability not excluded or limited under the terms of this Agreement will not exceed the sum of $100,000 (one hundred thousand dollars) per event or per series of related events;

(c) notwithstanding any other provision of this Agreement, the Handler will not be liable for any of the following:

(i) Claims for Indirect or Consequential Loss;
(ii) quality Claims arising in respect of Commodities transferred into the Facility or otherwise that have not been subject to independent quality inspection and verification prior to delivery to the Facility; or
(iii) failure by the Handler to detect toxic residues, other chemical residues, genetically modified Commodities or any other contamination, the tests for detection of which are not in general use by the Handler or have been advised by the Handler to be unreliable relative to the required tolerances.

10.9 Multiple caps on liability

If the Handler is liable to the Customer in relation to an event or a series of related events in respect of which the Handler's Liability is capped:

(a) under this Agreement; and

(b) under one or more other agreements made between the Handler and the Customer which are applicable to the event or series of events,

then the Handler's total Liability under all of the agreements described in paragraphs (a) and (b) above (**Capped Agreements**) shall not be aggregated but shall be

capped at the greatest amount at which Liability is capped under any one of the Capped Agreements.

11. FORCE MAJEURE EVENT

11.1 Force Majeure Event

(a) If a Party is wholly or partially precluded from complying with its obligations (other than the payment of money) under this Agreement by a Force Majeure Event (**Affected Party**), then, subject to the Affected Party complying with this clause 12, the Affected Party's obligations will be suspended for the duration of the Force Majeure Event.

(b) An Affected Party must give notice to the other Party in accordance with clause 12.3.

11.2 Obligation to Mitigate

An Affected Party is not liable for any failure to observe its obligations under this Agreement where the failure is due to the Force Majeure Event, provided that the Affected Party complies with the requirements of this clause 12 and uses reasonable endeavors, to mitigate and end the effects of the Force Majeure Event as soon as possible.

11.3 Notice

As soon as possible after the Force Majeure Event arises and no later than 48 hours of becoming aware of the Force Majeure Event, the Affected Party must notify the other Party of:

(a) the nature and cause of the Force Majeure Event;

(b) which obligations the Affected Party believes it is wholly or partially precluded from complying with as a result of the Force Majeure Event (**Affected Obligations**);

(c) the extent to which the Force Majeure Event precludes the Affected Party from performing the Affected Obligations;

(d) the expected duration of the delay arising as a result of the Force Majeure Event;

(e) the steps that are being taken to minimise the impact of the Force Majeure Event; and

(f) the steps which would be taken (subject to the parties reaching an agreement as to the payment of any additional costs involved) to minimise the impact of the Force Majeure Event.

12. DISPUTE

12.1 Disputes

All disputes arising out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 13.

12.2 Endeavour to resolve

The Parties will endeavor to resolve between themselves any dispute concerning the terms of this Agreement (**Dispute**), including, where necessary, by escalating the dispute for negotiation between both Parties' chief executives. A Party must not start court proceedings in respect of the Dispute unless it has complied with this clause.

12.3 Expert Determination

(a) If the parties do not agree within ten (10) Business Days of receipt of the Notice (or such further period as agreed in writing by them) and the Dispute is of a nature that can be decided by an expert, they will, within a further ten (10) Business Days:

(i) jointly appoint an independent expert to determine the subject matter of the dispute;
(ii) determine the timetable for the enquiries to be conducted the independent expert; and
(iii) determine the compensation of the independent person.

(b) The decision of the expert will not be final and binding on the parties unless they agree otherwise

(c) Failing resolution of the dispute in accordance with clause 13.3 (a) and (b), the parties agree to apply the Commodities Trade Australia Dispute Resolution Rules current at the time that a Party notifies GTA of the dispute.

12.4 Status quo

During any Dispute resolution process, the pre-dispute status quo will continue. Accordingly:

(a) each Party must comply with its obligations, and may exercise its rights under this Agreement; and

(b) the fact that a Party ceases to do anything in Dispute will not be taken to be an admission by that Party that it had breached, or had been in breach of, this Agreement.

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13. GST

13.1 Definitions

In this clause:

(a) GST Act means A New Tax System (Goods and Services Tax) Act 1999 and associated legislation as amended from time to time; and

(b) words and expressions defined in the GST Act have the meanings given to them in the GST Act.

13.2 GST Exclusive

All fees and charges in this Agreement unless otherwise stated are expressed exclusive of GST.

If GST is liable to be remitted by the Handler in respect of any taxable supply made to the Customer under this Agreement, the Customer must pay any such GST in addition to any other amounts payable, or any other consideration to be provided, under or in connection with this Agreement (**Additional Amount**) at the same time as the consideration, or the first part of the consideration, as the case may be, for the taxable supply is to be provided.

13.3 Tax Invoice

(a) The Handler will provide the Customer with a tax invoice that complies with the GST Legislation.

(b) If an adjustment event occurs in relation to a taxable supply referred to in this clause 14.2, and the Additional Amount differs from the amount of GST for which the Handler is liable to remit:

(i) the Additional Amount must be adjusted to reflect the adjustment event;
(ii) the Handler or the Customer (as the case may be) must make any payments necessary to reflect the adjustment; and
(iii) the Handler will issue an adjustment note that complies with the GST Legislation.

(c) Where the Customer is required to indemnify the Handler, or is required to pay or reimburse the costs of the Handler, the Customer agrees to pay the relevant amount less any input tax credits to which the Handler (or to which the representative member of the GST group of which the Handler is a member) is entitled.

(d) If an amount payable under this agreement is to be calculated by reference to:

(i) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
(ii) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

14. COSTS

Each Party must pay its own costs of negotiating, preparing and executing this Agreement and performing its obligations under this Agreement.

15. NOTICES

(a) The Handler will deal with the Customer representative specified in Item 10 of Schedule 1 unless otherwise notified in writing by the Customer.

(b) The Customer will deal with the contact person set out at Item 3 of Schedule 1 unless otherwise notified in writing by the Handler.

(c) A notice required or permitted to be given by one Party to another under this Agreement shall be in writing and shall be treated as being duly given and received if it is:

(i) delivered personally to that other Party;

(ii) left at that other Party's address;

(iii) sent by pre-paid mail to that other Party's address; or

(iv) transmitted by email to that other Party.

(d) A notice given to a Party shall be duly given and received:

(i) when delivered (in the case of it being delivered personally or left at that Party's address) provided that a notice delivered after 5.00 p.m. on any day or on a day which is not a Business Day shall be treated as having been duly given and received at 9.00 am on the next Business Day;

(ii) on the third Business Day after posting (in the case of it being sent by prepaid mail); and

(iii) on the day of transmission (if given by email and no information having been received that the notice has not been received), provided that a notice transmitted after 5.00 p.m. on any day or on a day which is not a Business Day shall be treated as having been duly given and received at 9.00 am on the next Business Day.

(e) For the purposes of this clause, the address of a Party is the address set out in this Agreement or another address of which that Party may from time to time give notice to each other Party.

16. NO MERGER

The rights and obligations of the parties set out in this Agreement will not merge on Termination or completion of this Agreement.

17. ASSIGNMENT

The Customer may not assign, transfer or otherwise dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the Handler which, if given, may be given on such conditions as the Handler considers appropriate.

18. ENTIRE AGREEMENT

18.1 Entire agreement

This Agreement constitutes the entire Agreement between the Parties.

18.2 No representations, etc

Each Party warrants and covenants to the other that there are no written or oral statements, representations, undertakings, covenants or agreements between the Parties, express or implied, except as provided for in this Agreement.

18.3 Variations

This Agreement may only be amended or varied by agreement in writing signed by both Parties expressly amending this Agreement and unless the context otherwise requires, a reference to this Agreement will include a reference to this Agreement as amended or varied from time to time.

19. WAIVER

19.1 No impact

The failure by either Party at any time to exercise or enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of those powers, remedies or rights or affect that Party's rights to exercise or enforce those powers, remedies or rights at any time.

21.2 Further exercise

Any single or partial exercise of any power, remedy or right does not preclude any other or further exercise or partial exercise of any other power, remedy or right under this Agreement.

20. SEVERABILITY

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

21. FURTHER STEPS

Each Party agrees to do everything necessary or desirable to give full effect to this Agreement and the transactions contemplated by it, including:

(a) executing all documents; and

(b) ensuring its employees and agents perform their obligations.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one agreement.

23. GOVERNING LAW AND JURISDICTIONS

23.1 Governing law

This Agreement and the rights and liabilities of the Parties under this Agreement will be governed by the law of Queensland.

23.2 Jurisdiction of courts

The courts of Queensland will possess territorial jurisdiction to hear and determine any cause of action arising under this Agreement.

24. NO PARTNERSHIP

24.1 Relationship

This Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the Parties.

24.2 No liability

No Party is liable for an act or omission of another Party, except to the extent set out in this Agreement.

24.3 Sub-contracting

The Handler may in its sole discretion sub-contract the provision of the whole or any part of the Services or otherwise engage any person to undertake the provision of any part of the Services on the Handler's behalf, without notice to the Customer.

SCHEDULE 1: PARTICULARS

Item 1 - Date of Agreement	X_____
Item 2 - Handler	Carpendale Agri Pty Ltd A.C.N. 649 249 230
Item 3 - Contact Person	The person advised by the Handler to the Customer
Item 4 - Commencement Date	X_____
Item 5 - Facility	The Handler's site at 18833 Gore Highway, Goondiwindi
Item 6 - Commodities	X_____ Total estimate of volume of all Commodities to be stored _____tonnes
Item 7 - Shrinkage Allowance	i. Wheat - 0.7% ii. Barley – 0.7% iii. Sorghum – 0.7% iv. Canola – 1.0% v. Pulses – 1.0%
Item 8 - Handler Fees	1. In-load (receival) Fees Unless paid by a previous owner of the Stored Commodities, the Customer must pay the following fees for in-load per tonne for the Stored Commodities: Wheat $ 11.00 per tonne Barley $ 11.00 per tonne Sorghum $ 11.00 per tonne *Pulses $ N/A *Canola $ $17 per tonne (on delivered weight)

2. Out-load (outturn) Fees

The Customer must pay the following fees for out-load per tonne for the Stored Commodities:

Wheat	$	10.50 per tonne
Barley	$	10.50 per tonne
Sorghum	$	10.50 per tonne
*Canola	$	10.50 per tonne
*Pulses	$	N/A

Storage Fees

The Customer must pay the following storage fees for the Stored Commodities to be calculated and charged monthly on the volume of Stored Commodity held on the 1st of each month for that month. Period starting February 2027:

Current Season 26/27:
$ 2.10 per tonne (Wheat, Barley, Sorghum, Canola)
$ N/A – *Canola, Pulses.

Previous Season/s 25/26:

$ 6.00 per tonne – for any Commodity still held at the Facility from a previous Season.

Item 9 - Special Conditions

***NB: Pulses and Oil seeds are not being received through harvest.**

Item 10 - Address for Notices

1. The Handler

Address: 18833 Gore Highway, Goondiwindi, QLD 4390

Email: wylie@carpendalect.com.au
weighbridge@carpendalect.com.au

2. The Customer

Customer Representative:

Address:_____

_____

Email:_____

SIGNING PAGE

The Customer

Signed by the **Customer**

..X.....

Authorised Representative (Print Name)

..X.....

Name of Authorised Representative (print)

Date: .....

The Handler

Signed by **Carpendale Agri Pty Ltd**)
A.C.N. 649 249 230)

.....

Authorised Representative

WYLIE WETTENHALL

Name of Authorised Representative (print)

Date: 14 - 9 - 2026