



CARGILL AUSTRALIA MOBILE SHIPLOADING – BERTH 20
PORT ADELAIDE INNER HARBOUR PORT LOADING PROTOCOLS
2023 /2024

INTRODUCTION:

This Port Loading Protocols document is designed to identify how Cargill (“the Loader”) will allocate and provide shipping capacity and how Vessels will be managed for loading through the mobile bulk loading system (**MBL**). The Port Loading Protocols apply to all Grain products (**cargo**) being loaded through the Loader’s MBL operations.

The MBL system receives grain by road transport only and is a Just In Time (**JIT**) supply chain, where there is no grain or cargo storage at port. All Customers should be aware that careful planning of cargoes is required by Customers to ensure grain is available and transport services are available to ensure an efficient supply chain and an ability to achieve optimal Vessel turnaround times.

CUSTOMERS MUST:

- (a) have a signed Export Grain Services Agreement (**EGSA**) before requesting an allocation of shipping capacity. The EGSA terms and conditions must be adhered to by Customers at all times;
- (b) Have grain available for outturn and pickup at a Loader approved site - a list of Loader-approved sites is available at Schedule A of the EGSA. Subject to Loader’s discretion per slot, Customers may also have the option to out-turn grain from on farm, Viterra and private storages under the proviso that Loader’s Work Instructions are always adhered to.

Any terms not defined in this Port Loading Protocol have the same meaning as the corresponding terms defined in the following agreement: Export Grain Services Agreement ("**EGSA**"). In the event of any inconsistency the terms of the EGSA will prevail over these Port Loading Protocols.

Loader reserves the right to update these Port Loading Protocols and will notify any changes via the website located at www.cargill.com.au/en/port-adelaide-berth.

These protocols are always subject to the rules and regulations of the Port Authority (Flinders Ports) and customers must ensure that they comply with all requirements of the Port Authority. Further information is located at www.flindersports.com.au.

The Shipping Stem will be published on the Loader’s website located at www.cargill.com.au/en/port-adelaide-berth

1 October 2023

A. STEM MANAGEMENT:

1. Capacity will be allocated on a first in/first serve basis.
2. Customers must submit an “**Intent to Ship Advice**” -as per **Annexure 1 of these Port Loading Protocols and the EGSA** and email the Intent to Ship Advice to the Loader’s Port Management Team: Bridget_O’Sullivan@cargill.com
3. Capacity will be allocated on a first half (**FH**) and last half (**LH**) basis for each month with 15 day slot windows which will be later refined to 10 day loading windows (**Laycan**).
4. Within 5 business days (as per business days in Victoria) of receipt of a valid Intent to Ship Advice, Loader will notify the Customer as to whether their capacity application was successful and if successful, allocate a shipping slot (**Allocated Slot**) by way of issuance of a **Booking Note** - as per **Annexure 4 of these Port Loading Protocols and the EGSA**. Note that in accordance with the EGSA slots will initially be allocated on a conditional basis and will only be finalized once all Booking Slot fees have been paid by the Customer.
5. For avoidance of doubt, all Intent to Ship Advice will be dealt in time stamp order.
6. Once an Intent To Ship Advice has been confirmed, the Booking Fee will be invoiced to the Customer in accordance with the reference prices and EGSA and payable by the Customer in accordance with the EGSA. The Booking Fee is non-refundable.

B. SLOT MANAGEMENT, VESSEL NOMINATION AND LOADING PROCESS:

1. 30 days prior to the first day of the Allocated Slot, the Customer will advise a 10-day Laycan (**Laycan**) that must be within the period of the Allocated Slot.
2. The proposed **Cargo Assembly Plan** -as per **Annexure 3 of these Port Loading Protocols and the EGSA** is to be provided by the Customer to the Loader’s Port Management Team@ Bridget_O’Sullivan@cargill.com at least 15 days prior to the first day of the Laycan or on vessel nomination, whichever occurs first.
3. Within 2 business days (as per business days in Victoria) of a complete Cargo Assembly Plan being provided by the Customer to Loader, Loader will advise the Customer whether this plan is acceptable.
4. The Customer must lodge a “**Vessel Nomination Form**” -as per **Annexure 2 of these Port Loading Protocols and the EGSA** to the Loader’s Port Management Team@ Bridget_O’Sullivan@cargill.com no later than 15 days prior to the vessel ETA. The vessel ETA must be within the previously agreed Laycan. The “**Vessel Nomination Form**” must contain the proposed shipment volume and grades, specifications and destination of the vessel for assessment to meet the Port specifications governing at the time of nomination, along with stow plan and loading sequence. A Vessel Nomination Form received by the Loader outside business hours (9:00 am to 4:00 pm AEST) Monday to Friday or on public holidays is taken to have been received at the commencement of the next business day. Loader may, in its sole discretion

- consider a vessel nomination received on less than 15 days' notice.
5. Loader will have 1 business day to reject or accept the Vessel nomination once all related information has been provided as per clause B4.
 6. Factors in assessing an application by the Customer for capacity booking include, but are not limited to the following factors:
 - (a) Current stem allocations
 - (b) Vessel nomination will only be accepted once the Vessel details, measurement, stow plan, loading sequence have been supplied by Customer to Cargill and approved by the Cargill Berth 20 Terminal Port Manager
 - (c) Availability of common user Berth 20 at Port Adelaide, South Australia
 - (d) Customer has a current EGSA in place
 - (e) Proof of ownership within the approved JIT supply chain
 - (f) Berth limitations to accommodate shipment volume/Vessel size
 7. Following acceptance, the Loader may, in its sole discretion, and at the Customer's cost and expense, accept a substitution of Vessel provided that, the substitute vessel arrives within 5 days of the original ETA and within the original Laycan and provided there is no material impact to the original vessel performance dates and/or any subsequent vessels and/or common users at the berth precinct.
 8. Loader may, in its sole discretion, and at the Customer's cost and expense, allow an extension of the previous allocated Laycan where practical and provided there is no material impact on subsequent vessels and/or common users at the berth precinct.
 9. Prior to arrival of the vessel at the Port the Customer must complete, approve and return to the Loader's Port Management Team@Bridget_O'Sullivan@cargill.com the **Authority to Load form** provided by Loader (as per Annexure 5 of these Port Loading Protocols and Annexure 5 of the EGSA). Without this document loading will not commence, unless agreed otherwise in writing by Loader.
 10. Customer must complete the Fumigation and Phytosanitary Requirements form (per Annexure 6 of these Port Loading Protocols) and send it to the Loader at least 15 days prior to the 1st day of the Laycan.
 11. The Customer must also provide Loader with an Export Declaration Number, Request for Permit to Export and valid import permit (if required) and any other additional documentation reasonably required by Loader at least 72 hours prior to Vessel ETA. All Customers should be aware that, loading services provided by Loader are provided at a common user berth at the loading operation located at Berth 20, Inner Harbour, Port Adelaide and subject, at all times to the **Flinders Ports Common User Port Protocols** as applicable to the Port Terminal (available at www.flindersports.com.au). While all reasonable efforts will be made to Load in the agreed period the Loader and its related bodies take no responsibility for the line-up at the Berth.
 12. In the event the Customer's Vessel fails to arrive within the Laycan and/or the Vessel fails a marine, DAFF or other regulatory survey that may be required or if a Vessel has been cancelled by the Customer then Loader reserves the right to give berthing and loading priority to other

Vessels on the shipping stem, and to assign any late Vessel or Vessel that has failed a survey, which is re-presented for loading, a new load date. In the above event, Customer forfeits any Charges or Other Charges previously paid and remains liable for any Charges or Other Charges not paid (even if not yet invoiced).

Annexure 1: CARGILL AUSTRALIA - INTENT TO SHIP ADVICE



Customer Name: _____

Requested shipping slot (Month FH/LH): _____

Requested quantity: _____ mt

Anticipated products and grade (max 3 per Vessel):

Product 1: _____ Grade 1: _____ Volume: _____

Product 2: _____ Grade 2: _____ Volume: _____

Product 3: _____ Grade 3: _____ Volume: _____

Authorised customer signature: _____ Date: ___/___/___

Authorised customer representative name: _____

Cargill received time and date: _____ ___/___/___

Authorised Cargill representative name: _____

Capacity allocation accepted or Declined: Accepted Declined

Customer reference number allocation: _____

Authorised Cargill signature: _____ Date: ___/___/___

Authorised Cargill Representative Name: _____

This document must be returned to *Bridget_O'Sullivan@cargill.com*

Other terms and conditions: All services are provided in accordance with and subject to the Cargill Australia Export Grain Services Agreement 2023/24 for Berth 20, Inner Harbour, Port Adelaide South Australia

Annexure 2: CARGILL AUSTRALIA – VESSEL NOMINATION FORM



Customer Name: _____

Customer Reference Number Allocation #: _____

Shipping slot allocation: Month _____ FH/LH: _____

Vessel laycan: _____

Contracted volume and tolerance: _____ Tolerance _____%

Stock allocations:

Product 1 volume: _____ Grade 1: _____ Sites: _____

Product 2 volume: _____ Grade 2: _____ Sites: _____

Product 3 volume: _____ Grade 3: _____ Sites: _____

Sale destination: _____

Vessel information

Vessel name: _____

Vessel owner : _____ Vessel flag: _____

Year built : _____

IMO: _____

Vessel ETA: _____

Vessel LOA: _____ Vessel Beam width: _____

Vessel DWT: _____ Vessel draft: _____

of holds: _____

Vessel agents: _____

Prior cargo (x3): _____

Prior 3 port calls: _____

This document must be returned to *Bridget_O'Sullivan@cargill.com*

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Annexure 3: CARGILL AUSTRALIA – CARGO ASSEMBLY PLAN



Loader: Cargill Australia Pty Ltd ABN 42 004 684 173

Customer Name: _____

Customer Reference Number Allocation: _____

Loading Port: Mobile Bulk Loader at Berth 20, Inner Harbour, Port Adelaide, South Australia

Vessel:

Allocated Slot (Month FH/LH): _____

Tonnage: _____ mt (+/- 10%)

Products and grade (max 3 per Vessel) and Tonnage per grade (if loading more than one grade):

Product 1: _____ Grade 1: _____ Tonnage: _____ mt

Product 2: _____ Grade 2: _____ Tonnage: _____ mt

Product 3: _____ Grade 3: _____ Tonnage: _____ mt

Loading Plan:

Other terms and conditions: All services are provided in accordance with and subject to the Cargill Australia Export Grain Services Agreement 2023/24 for Berth 20, Inner Harbour, Port Adelaide South Australia

Authorised Cargill signature: _____ Date: ___/___/___

Authorised Cargill Representative Name: _____

This document must be returned to *Bridget_O'Sullivan@cargill.com*.

Annexure 4: CARGILL AUSTRALIA – BOOKING NOTE



Loader: Cargill Australia Pty Ltd ABN 42 004 684 173

Customer Name: _____

Customer Reference Number Allocation: _____

Up-Country Loading site:

Loading Port: Mobile Bulk Loader at Berth 20, Inner Harbour, Port Adelaide, South Australia

Allocated Slot (Month FH/LH): _____

Tonnage: _____ mt (+/- 10%)

Booking Fee:

Loading Fee:

Products and grade (max 3 per Vessel) and Tonnage per grade (if loading more than one grade):

Product 1: _____ Grade 1: _____ Tonnage: _____ mt

Product 2: _____ Grade 2: _____ Tonnage: _____ mt

Product 3: _____ Grade 3: _____ Tonnage: _____ mt

Other terms and conditions: All services are provided in accordance with and subject to the Cargill Australia Export Grain Services Agreement 2023/24 for Berth 20, Inner Harbour, Port Adelaide South Australia

Authorised Cargill signature: _____ Date: ____/____/____

Authorised Cargill Representative Name: _____

Annexure 5: CARGILL AUSTRALIA – AUTHORITY TO LOAD



Loader: Cargill Australia Pty Ltd ABN 42 004 684 173

Customer Name: _____

Customer Reference Number Allocation: _____

Loading Port: Mobile Bulk Loader at Berth 20, Inner Harbour, Port Adelaide, South Australia

Vessel:

Allocated Slot (Month FH/LH): _____

Tonnage: _____ mt (+/- 10%)

Products and grade (max 3 per Vessel) and Tonnage per grade (if loading more than one grade):

Product 1: _____ Grade 1: _____ Tonnage: _____ mt

Product 2: _____ Grade 2: _____ Tonnage: _____ mt

Product 3: _____ Grade 3: _____ Tonnage: _____ mt

Please indicate your authority to load the above Vessel by signing and dating the below and return via email.
Loading will not commence until received.

Other terms and conditions: All services are provided in accordance with and subject to the Cargill Australia Export Grain Services Agreement 2023/24 for Berth 20, Inner Harbour, Port Adelaide South Australia

Authorised Cargill signature: _____ Date: __/__/__

Authorised Cargill Representative Name: _____

Authorised Customer signature: _____ Date: __/__/__

Authorised Customer Representative Name: _____

This document must be returned to *Bridget_O’Sullivan@cargill.com*.

Annexure 6: CARGILL AUSTRALIA – FUMIGATION AND PHYTOSANITARY REQUIREMENTS



Customer Name: _____

Customer Reference Number Allocation: _____

Blending Requirements
Special fumigation and/or phytosanitary requirements:
Post-shipment samples (3kg composite sample and 1kg per hatch) will be forwarded to your nominated laboratory. Please provide Contact and address:
Please specify other sampling requirements (type of sample, quantity etc):
Other requirements/comments

Other terms and conditions: All services are provided in accordance with and subject to the Cargill Australia Export Grain Services Agreement 2023/24 for Berth 20, Inner Harbour, Port Adelaide South Australia

Authorised Customer signature: _____ Date: ___/___/___

Authorised Customer Representative Name: _____