

Lucky Bay Grain Terminal – Port Loading Protocols

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Introduction

The Terminal Operator owns a grain receipt and storage facility at the Port, together with a ship loader and Trans-Shipments Vessel

These Port Loading Protocols describe how the Terminal Operator will manage the capacity at the Terminal Facilities and allocate shipping capacity and ship loading services at the Terminal Facilities. The Port Loading Protocols apply to grain (wheat and barley).

The Terminal Facilities receive grain by road transport only. The Customer should be aware that careful planning of cargoes is required to ensure sufficient cargo is positioned in a timely manner prior to vessel arrival to achieve optimal vessel turnaround.

Before requesting to receive the Port Terminal Services at the Terminal Facilities, the Customer must execute a T-Ports Storage and Handling Agreement and adhere to the terms and conditions described therein.

In the event of any inconsistency the terms of the T-Ports Storage and Handling Agreement will prevail over these Port Loading Protocols.

Definitions:

Anchorage Point means the DPTI approved anchorage point at 5.5 nautical miles offshore where the Terminal Operator's Trans-shipments Vessel transfers grain onto the Customer's ocean going vessel.

Business Day means each day excluding Saturdays, Sundays and public holidays in South Australia.

Cargo Assembly Plan means the document provided by the Customer to the Terminal Operator as set out in Step 2 of these Port Loading Protocols.

Customer means an entity (or its agent) that has entered into a Storage and Handling Agreement with the Terminal Operator and wishes to access the Terminal Facilities for storing, accumulating and loading bulk grain onto its vessel for export.

DAWR means the Department of Agriculture and Water Resources (formerly DAFF, AQIS).

Delivery Period means the period included in the Intent to Ship Notice that indicates the Customer's vessel's ETA at the Port. The Delivery Period nomination requires a 10 day laycan within which the Customer's vessel is anticipated to arrive and load.

ETA means estimated time of arrival.

Intent to Ship Notice means the document supplied by the Customer to the Terminal Operator when seeking to book shipping capacity, as set out in Step 1 of these Port Loading Protocols.

Load Plan means the document supplied by the Customer to the Terminal Operator that provides instructions on how the vessel shall be loaded, as set out in Step 4 of these Port Loading Protocols.

Load Slot means the 10 day period offered by the Terminal Operator to the Customer that indicates the best estimate for the commencement and completion of vessel loading.

Port means the Port of Lucky Bay, South Australia.

Port Terminal Services means the services provided by the Terminal Operator which enables the Customer to export bulk grain, including but not limited to:

- (a) receiving cargo into the Terminal Facilities;
- (b) accumulation of the cargo for export; and
- (c) transfer of cargo via trans-shipment vessel to the ocean going vessel (at anchor).

Nomination Fee means the fee that is payable upon the Customer accepting a Load Slot offered by the Terminal Operator.

Shipping Stem means the list of vessels accepted to be loaded at the nominated anchorage point for the Terminal Facilities, as published on the website www.tports.com and updated weekly.

Storage and Handling Agreement means an agreement between the Terminal Operator and the Customer whereby the Terminal Operator agrees to provide access to the Terminal Facilities and associated services for the export of grain.

Terminal Facilities means the grain receipt and storage facility at the Port together with a ship loader and Trans-Shipments Vessel.

Terminal Operator means the operator of the Terminal Facilities, being T-Ports Pty Ltd.

Trans-Shipments Vessel means the vessel operated by the Terminal Operator that is loaded at the Terminal Facility berth and moves to the Anchorage Point to transfer grain to the Customer's ocean going vessel at a capacity of 3,500 tonnes (wheat basis) per cycle,

Vessel Nomination means the document supplied by the Customer to the Terminal Operator as set out in Step 3 of these Port Loading Protocols.

Infrastructure Details:

Shoreside Berth / Loading Details

Location of berth	Lucky Bay in Franklin Harbour, South Australia
Draft of berth	5.5m AHD
Length of berth	120m
Vessel loaded at berth	TPorts TSV Only
Loader type	Fixed point shiploader
Load rate to TSV	1,500 tph

TSV Details

Vessel type	Self propelled transhipper
Length of vessel	87m
Vessel capacity	3500 tonnes (wheat basis)
Loader type	Slewing loading boom
Load rate to OGV	1200 tph
Loaded draft	4.2m
Unloaded draft	1.7m
Max clearance – bottom of chute – above chart datum	17.35 meters with the TSV fully laden. If required and with T-Ports agreement this can be increased to a potential of 18.35 meters.
Speed of vessel	12 knots
Connection to OGV	Via hooks and self propulsion

OGV Anchorage Point Details

Location of anchorage point	5.5 nautical miles off shore
Depth at anchorage point	The maximum loaded draft allowed is 15 meters, the actual draft at anchorage ranges between 16.7 and 17.8M.
Max swell for loading	2.5m
Max winds for loading	25 knots
DAWR inspection location	At anchorage point (subject to approvals) otherwise the nearest shoreside berth available or last port of call.
Vessel type	To be single deck, self-trimmed bulk carrier type subject to T-Ports approval
Max vessel size	Panamax

Shipping Stem

The Terminal Operator will publish a Shipping Stem weekly on the website address.

Port Loading Protocol

In order to request Port Terminal Services, the Customer shall adhere to the Port Loading Protocol below.

Step 1 – Intent to Ship Notice

At least 45 days prior to the first day of the Delivery Period, the Customer shall provide the Terminal Operator with an Intent to Ship Notice (Annexure A), which shall include the following details:

- Delivery Period (10 day laycan nomination)
- Commodity
- Grade (if known)
- Tonnage
- Any other details reasonably requested by the Port Terminal Operator

The Terminal Operator shall accept or reject the Intent to Ship Notice within 1 Business Days of receipt.

Where the Terminal Operator accepts the Intent to Ship Notice, the Customer will be offered a 10 day Load Slot within the nominated Delivery Period and will be issued with a Nomination Fee invoice. The Customer has 2 Business Days to accept such offer.

Where the Terminal Operator determines that it is not possible to offer a Load Slot within the nominated Delivery Period, the Terminal Operator may, at its sole discretion, offer an available Load Slot that is close to the nominated Delivery Period and, at the same time, issue a Nomination Fee invoice. In this instance, the Customer has 2 Business Days to accept such offer.

Where a Loading Slot is offered by the Terminal Operator and accepted by the Customer, the Customer must pay the Nomination Fee in accordance with the Nomination Fee invoice.

When assessing the Intent to Ship Notice, the Terminal Operator will take into account the following:

- Existing vessel bookings at the Terminal Facilities
- Ownership of stock at the Terminal Facilities
- Timely cargo accumulation
- Loading efficiency
- Other matters that the Terminal Operator reasonably deems to be relevant

Step 2 – Cargo Assembly Plan

At a minimum 30 days prior to the first day of the Load Slot, the Customer shall provide a Cargo Assembly Plan (Annexure B), which shall include the following details:

- Vessel name, if known, otherwise to be named as "TBN"
- Vessel ETA
- Quality specifications
- Blending details
- Minimum tonnage / maximum tonnage
- Special fumigation and / or phytosanitary requirements
- Inland transportation requirements
- Any other details reasonably requested by the Port Terminal Operator

Within 2 Business Days of receiving the Cargo Assembly Plan, the Terminal Operator shall advise the Customer of the most likely date for the commencement of loading of the cargo and shall update the timing of the Load Slot accordingly.

Load Slot dates are approximate only and can be affected by a variety of factors including but not limited to weather, survey failures, accumulation delays, delays in loading other vessels, cargo changes, DA compliance.

Step 3 – Vessel Nomination

At a minimum 21 days prior to the first day of the Load Slot, the Customer shall provide a Vessel Nomination (Annexure C), which shall include the following details:

- Vessel name
- Vessel ETA
- Confirmed departure from last port
- Last 3 commodities loaded / ports visited
- Vessel dimensions (LOA/BEAM/DM/GRT/NRT/DWT, hatch details)
- Laycan (5 days)
- Grade
- Minimum tonnage
- Maximum tonnage
- Destination details
- Shipping agency
- De-ballasting requirements
- Any other details reasonably requested by the Terminal Operator

The Terminal Operator shall accept or reject the Vessel Nomination within 2 Business Days of receipt.

Where it has not already done so, the Customer will notify the Terminal Operator of the vessel's name and ETA at least 10 days in advance of the arrival of the vessel in order to confirm the original ETA or to notify a change in ETA. Further notifications

via the Customer and / or its agent are required at 7 days, 5 days, 3 days, 48 hours and 24 hours before ETA.

The Customer is requested to take every reasonable step to have vessel arrive 3 days prior to the commencement of the Load Slot to assist the Shipping Stem to run efficiently.

Accumulation

At the Terminal Operator's discretion, accumulation for the shipment may commence at any time after the Terminal Operator confirms and agrees the Load Slot with the Client.

As capacity at the Terminal Facilities and capacity of the Loading Berth are both limited, the Terminal Operator will determine, at its sole discretion, the order of cargo accumulation taking into account:

- Availability of the OGV anchorage point
- Terminal Facilities capacity
- Loading Berth / TSV capacity
- Vessel's ETA
- Date when Intent to Ship Notice was received by the Terminal Operator
- Availability of cargo for loading on board the vessel
- Loading Berth efficiencies

Step 4 – Load Plan

The Customer shall supply a Load Plan at least 48 hours before the vessel commences loading to assist the planning of cargo stowage and loading operation. Prior to the commencement of loading, a vessel shall be required to have passed a marine, DA or any other survey required by legislation and/or the Terminal Operator.

Step 5 – Commencement of Loading

The vessel loading order will be determined taking into account:

- Shipping stem
- Terminal Facilities capacity
- Loading Berth / TSV capacity
- Receipt of notices from the Customer in compliance with these Port Loading Protocols

- Time of vessel's arrival at Port
- Availability of cargo for continuous loading

- Date vessel passes relevant surveys

Loading of the vessel will not commence until the Customer provides written instructions to the Terminal Operator to do so.

Capacity Allocation

- ✦ Notional shipping capacity nominated as 600,000 tonnes for the season
- ✦ Early bookings available for 300,000 tonnes up to 1 August prior to the season. The balance of 300,000 tonnes will be available for spot bookings
- ✦ Load Slots can be transferred to an approved shipper (ie. holds a current Storage and Handling agreement with the Terminal Operator) and / or rolled without penalty (subject to Terminal Operator approval based on prior bookings and any differing rates applicable within the Price Book)

Service Level

- ✦ Load rate = 10,000 tonnes per weather working day
- ✦ 24 hours shipping shifts @ 6 days (Sundays and public holidays excluded). Subject to cargo availability. Labour can be ordered for Sundays and Public Holidays subject to availability and at Customer cost
- ✦ Road accumulation for shipping during the hours of 730am-430pm Monday – Friday
- ✦ Base level export sampling regime included
- ✦ Export QA (AO service) available (refer Price Book)
- ✦ Stevedoring N/A

Notice of Readiness (NOR)

For a NOR presented and accepted on a business day from Monday to Friday up to 12.00pm, labour for loading operations will commence from the next available shift. While for a NOR presented and accepted after 12.00pm on a business day, labour for loading operations will be made available from 7.00am the following day. Actual shift starting and finishing times are subject to change.

NOR presented on weekends or public holidays will be accepted on the most immediate business day following receipt of the NOR with labour to commence on the next available shift.

Survey Failure

The Terminal Operator reserves the right to recover costs from the Customer where a vessel fails survey(s) and/or is not physically and legally ready to load within the Load Slot. Such costs include but are not limited to cancelled labour costs, fumigation and other cargo treatment costs, carrying charges and delay costs.

The Terminal Operator is entitled to require payment of its reasonable assessment of such losses as cleared funds from the Customer, before the cargo is loaded onboard the vessel. Within 21 Business Days of the vessel being loaded, the parties shall take all reasonable steps to determine the actual losses suffered by the Terminal Operator as a result of the vessel failing survey and account to each other accordingly.

Under the standard service offering, and subject to sufficient cargo being in position for the efficient loading of the vessel, labour for shipping operations will be available on a 24 hour basis, 6 days per week* (excluding closed Sundays and public holidays). * Except where additional loading days have been ordered and agreed.

The Terminal Operator will commingle grain (unless otherwise agreed) with other Customers' cargo in order to efficiently manage the limited storage capacity at the Terminal Facilities.

Residual Grain

The Customer retains ownership of any cargo that remains in the Terminal Facilities after the vessel completes loading, which shall be removed by the Customer within 5 Business Days. Where the cargo remains in the Terminal Facilities beyond 5 Business Days after loading is completed, unless other arrangements have been made, the Terminal Operator has the right to outturn such residual cargo from the Terminal Facilities at the Customer's cost and risk.

Priority Berthing – Vessel Delays & Substitutes

Delays to either the commencement of loading (eg. survey failure) or loading duration may result in the OGV vessel being moved off the Anchorage Point, and the Terminal Operator will not be responsible nor liable for any costs or losses suffered as a result of or related to such actions.

The Customer will notify the Terminal Operator if the original vessel is to be substituted for another vessel. The vessel's loading priority will not be affected by the substitution, provided that the substituted vessel's ETA is 3 or fewer days either side of the commencement date of the Load Slot and cargo quantity to be loaded has not varied by more than 5%.

Vessel Cancellation

Where a vessel is cancelled within 14 days of the commencement date of the relevant Load Slot, the Terminal Operator maintains the right to recover all resultant losses including but not limited to any cancelled labour costs, fumigation and/or other treatment costs, carrying charges and/or delay costs from the Customer.

Weights

Bill of Lading weights will be based on on-shore weights as determined by the Terminal Operator's trade certified batch weigher and, subject to adjustment for any certified weighed residual tonnage, will be final and binding upon the parties.

In the event, based on the Terminal Operator's reasonable opinion, that shore based weights are not accurate, the Terminal Operator can use draft survey weights (from an independent and licensed marine surveyor). The Terminal Operator will provide sufficient notice to the Customer in this circumstance.

General

Amongst other rights that arise under the Port Loading Protocols, the Terminal Operator, at its sole discretion, maintains the right to reject or cancel Load Slots where:

- The Customer fails to pay the Nomination Fee when it becomes due and payable
- The Intent to Ship has not been properly executed
- A valid Vessel Nomination Advice is provided fewer than 21 days before the first day of the Load Slot
- Loading the Cargo would unreasonably delay vessel(s) on the Shipping Stem and waiting to load cargo
- The vessel's ETA changes to the extent that it is more than 3 days before or after the commencement date of the Load Slot.

If a Load Slot remains unused by the end of the nominated month it lapses and the Nomination Fee is rolled forward and / or transferred to an approved Customer.

If the nominated or actual tonnage loaded exceeds that initially nominated, an additional Nomination Fee is payable by the Customer, within 5 Business Days of the Terminal Operator issuing an additional Nomination Fee invoice.

If the nominated or actual tonnage loaded is lower than that initially nominated then the Terminal Operator will at its sole discretion, either allocate the unused nominated capacity to Load Slot or reimburse the Nomination Fee on a pro-rata basis.

Notices

All notices and communications under these Port Loading Protocols are to be sent by the Customer to the Terminal Operator by email addressed to: tports@tports.com

The Customer must include in its Intent to Ship Notice a contact email address, to which the Terminal Operator will send all notices and communications under these Port Loading Protocols.

Dispute Resolution

In the event of a dispute arising out of the Port Loading Protocols, the following procedure shall apply:

- Either party must notify the other in writing of the dispute, including a description of the dispute and suggest a desired outcome.
- The other party shall respond to the dispute within 2 Business Days by providing a written explanation regarding that party's position.
- Where the aggrieved party is not satisfied with the other party's response, the dispute may be escalated by serving a further written notice to the other party's Nominated Representative.
- The Nominated Representative (or authorised delegate, if the Nominated Representative is unavailable) shall endeavour to arrange a meeting or phone call between the parties to be held within 2 Business Days of receipt of the abovementioned escalation notice.
- The parties will discuss the issue at the escalation meeting in an attempt to achieve a better understood and / or satisfactory outcome.

ANNEXURE A - INTENT TO SHIP

Customer contact details

Customer name	
Customer contact	
Customer contact email address	
Customer contact telephone number	

Load details

Shipping Month	
Delivery Period (10 day laycan)	
Commodity	
Grade	
Tonnage	
Other	

Name:

Signature:

Date:

ANNEXURE B – CARGO ASSEMBLY PLAN

Vessel name	
ETA	
Blending	
Load tonnage (min)	
Load Tonnage (max)	
Tonnage by Site / Farm (note: fumigation details will be required)	
Inland transportation requirements	
Cargo quality specifications	
Special fumigation and/or phytosanitary requirements	
Other requirements / comments	

Name:

Customer:

Signature:

Date:

ANNEXURE C - VESSEL NOMINATION

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	

Name:

Customer:

Signature:

Date: