

## GENERAL TERMS AND CONDITIONS – AWB GRAIN PURCHASE CONTRACTS – 2009/2010

These terms, subject to any variations *AWB* agrees to in writing, apply to the purchase of grain by *AWB* from *you*. Any amendments or additional terms notified to *AWB* will apply only to the extent that *AWB* accepts them in writing. Terms in *italics* are defined in clause 17.

### 6. Purchase of contracted tonnage

- 6.1 *You* have agreed to sell and deliver the *contracted tonnage* to *AWB* on the terms set out in *this contract*.
- 6.2 *AWB* will pay *you* the price payable for the *delivery tonnage* calculated in accordance with clause 5 plus any other amounts payable by *AWB* under *this contract*, but minus any *costs* or other amounts payable by *you* to *AWB*, within 30 days from the date of delivery.
- 6.3 Subject to clause 5, any premiums, discounts and *increments* applicable to *this contract* will be calculated in accordance with Attachments 1 and 2 to *this contract*.
- 6.4 If *this contract* is a *multi-grade contract* *you* may only deliver grades of grain which are specified in Attachment 1 to *this contract*.

### 7. Delivery of contracted tonnage

- 7.1 *You* must comply with your delivery obligations in relation to delivery of the *contracted tonnage* for the "delivery type" specified at clause 5, as set out in the following table:

Delivery Code	Delivery Type	Your Delivery Obligations	Passing of Title and Risk Pass
PZ	Port zone	Deliver to and unload the <i>contracted tonnage</i> at any <i>BHC site</i> in the <i>port zone</i> .	Title and risk pass on your unloading the relevant <i>delivered tonnage</i> at the <i>BHC site</i> in the <i>port zone</i> specified by <i>AWB</i> .
DS	Delivered silo	Deliver the <i>contracted tonnage</i> to the <i>delivery point</i> .	Title and risk pass on your unloading the relevant <i>delivered tonnage</i> at the specified <i>delivery point</i> .
IT	Delivered in-store	Advise the <i>BHC site</i> that it is storing the <i>contracted tonnage</i> for <i>AWB</i> and direct the <i>BHC site</i> to notify <i>AWB</i> of this.	Title and risk pass on receipt by <i>AWB</i> of notice from the <i>BHC site</i> that it holds the relevant <i>delivered tonnage</i> for <i>AWB</i> .
XF	Ex-farm	Make the <i>contracted tonnage</i> available on your farm for pick up by <i>AWB</i> .	Title and risk pass on <i>AWB</i> or its agent collecting the relevant <i>delivered tonnage</i> from your farm.
DB	Delivered buyer	Deliver the <i>contracted tonnage</i> to the <i>delivery point</i> .	Title and risk pass on your unloading the relevant <i>delivered tonnage</i> at the <i>delivery point</i> .

- 7.2 Title and risk in the *contracted tonnage* pass to *AWB* in accordance with the provisions of the table set out in clause 7.1.
- 7.3 Subject to the following provisions of this clause 7.3, *you* must deliver the *contracted tonnage* during the *delivery period*. If "Buyer's Call" is specified in clause 3:
- (a) *you* must deliver the *contracted tonnage* within the dates nominated by *AWB* within the *delivery period*; and
- (b) *AWB* will pay the carry charges (if any) specified in clause 4 per tonne during each month of the *delivery period* specified in clause 4 until the date of delivery that *AWB* nominates.
- 7.4 The weight of grain delivered to *AWB* is determined:
- (a) for "PZ" and "DS" delivery, by a weighing station acceptable to *AWB* at the applicable *delivery point*;
- (b) for "IT" delivery, by the original weigh bridge tickets supplied by the *BHC site* in respect of that grain;
- (c) for "XF" delivery, by the original weigh bridge tickets issued by the end user or *BHC site*; and
- (d) for "DB" delivery, grain weight by the original weigh bridge tickets issued by the weigh station nominated by *AWB*,
- or, if *AWB* considers that the weight specified on these tickets is manifestly wrong, such other weight as *AWB* considers appropriate.
- 7.5 When *you* deliver the *contracted tonnage* to *AWB* via a *BHC site*, *you* are responsible for obtaining from the *BHC site* a ticket signed by the *BHC site* and containing the following information for each delivery load:
- (a) Contract number;
- (b) Ticket number;
- (c) Grower name;
- (e) Date of delivery;
- (f) Variety;
- (g) Bin grade;
- (k) Screenings;
- (l) Moisture content;
- (m) Details of any treatment to the grain or defects;

- (d) Grower registration number;
- (h) Pay grade;
- (i) Test weight;
- (j) Protein content;
- (n) Site of delivery;
- (o) Load tonnage.

*You* must provide this ticket to *AWB* on request. *You* agree that *AWB* can, in its discretion, rely on the accuracy of information contained in this grain delivery ticket unless *AWB* considers that the information on the grain delivery ticket is manifestly wrong.

- 7.6 If a contractor makes any of *your* deliveries, *you* agree that the contractor acts on *your* behalf and with *your* authority.
- 7.7 *AWB* has sole discretion whether to accept or reject deliveries of grain by *you* that do not comply with the specifications in clauses 2 to 5. If *AWB* accepts delivery of grain that does not comply with the specifications in clauses 2 to 5, *you* agree to accept payment from *AWB* at the price payable by *AWB* for such grain (determined in *AWB's* discretion) as at the date on which *AWB* determines the grain did not comply with the *contracted tonnage* or clauses 2 to 5. Acceptance by *AWB* in these circumstances does not constitute a waiver of its rights under clause 11.
- 7.8 Without limiting clause 7.7, *AWB* may refuse to accept delivery of the *contracted tonnage* if:
- (a) it does not comply with the specifications in clauses 2 to 5; or
- (b) any pesticide treatment requirements in relation to pesticide in grains intended for stockfeed, human consumption or industrial purposes are not adhered to.
- 7.9 *You* are liable for all *costs* incurred by *you* and *AWB* as a result of *AWB's* non-acceptance of any delivery.

### 8. Encumbrances and Administration Fee

- 8.1 *You* must not without the written consent of *AWB*:
- (a) create or allow to come into existence any *encumbrance* over, dispose of, declare a trust over or otherwise deal with any interest that *you* have in *this contract* including all *your* rights under it or any amount payable to *you* under it; or
- (b) purport to create or allow to come into existence any *encumbrance* over grain that *you* deliver to *AWB*.
- 8.2 Without limiting clause 8.1, *you* agree to notify *AWB* immediately if an *encumbrance* exists or is created at any time over grain, or over the proceeds of sale of grain, that *you* deliver to *AWB*.
- 8.3 Without limiting clauses 8.1 and 10.1(b), if an *encumbrance* exists in respect of the grain that *you* deliver to *AWB* or the proceeds of sale of that grain, then, without limitation to any other right of *AWB*, *you* agree to pay *AWB* an administration fee for processing, complying with and paying any *claims* made by the holder of that *encumbrance*. *You* agree that the administration fee will be the amount set by *AWB* time to time, details of which are available from the *AWB Grower Service Centre*.

### 9. Contract sequence

If *you* have more than one grain sale contract with *AWB* and *you* have not delivered any of the *contracted tonnage* for one or more of those grain sale contracts *you* may nominate the sequence for applying your deliveries to any contracts whose delivery period has not expired. If *you* do not specify a sequence or there is an error in *your* nominated sequence, *AWB* may apply *your* deliveries at its sole discretion.

### 10. Warranties, Liability and Indemnities

- 10.1 *You* represent and warrant to *AWB* at the date of *this contract* and each time *you* make a delivery under *this contract* that:
- (a) *you* have good right and title to the *contracted tonnage* delivered by *you* to *AWB*;
- (b) *you* have disclosed to *AWB* any *encumbrances* to which that grain, or the proceeds of sale of that grain, is subject;
- (c) in relation to any grain delivered by *you* to *AWB* which is the subject of an *encumbrance*, *you* have obtained the written consent of the holder of the *encumbrance* to the sale of the grain to *AWB*;
- (d) *you* are not *insolvent*;
- (e) title to the *contracted tonnage* will transfer to *AWB* in accordance with clause 7.2;
- (f) *you* have complied with all applicable grain receival standards that *AWB* or its agent requires at the time of delivery and relevant pesticide treatment legislation or standards in relation to pesticide in grains intended for stockfeed and/or for human consumption or industrial purposes;
- (g) the *contracted tonnage*, on delivery, complies with the specifications in clause 2 and 5; and
- (h) if *you* enter into *this contract* in the capacity of a trustee of any trust or settlement, *you* have full authority and power to do so under the trust instrument.
- 10.2 *AWB* is not liable for any cost, expense, loss or liability suffered by *you* unless the cost, expense, loss or liability is caused solely by *AWB's* breach of *this contract*.
- 10.3 *You* agree to indemnify *AWB* (and each other *AWB entity*) on demand:

- (a) against any *claim* by any person claiming an interest in any grain delivered by *you* or the proceeds of sale of such grain;
- (b) for any *losses* incurred by *AWB* (and any related entity) in connection with:
  - (i) *your* failure to deliver the *contracted tonnage* on time under *this contract* (including *AWB's* internal costs and expenses, as determined by *AWB* in its sole discretion);
  - (ii) *this contract*, including (but not limited to) any representation, warranty or statement made or repeated by *you* being untrue or misleading (whether by omission or otherwise), or any breach; and
  - (iii) discharging any *encumbrances* that affect any of *your* contracts or any grain delivered by *you*;
- (c) for all *grower liabilities*; and
- (d) for all government charges and any *taxes* (other than income tax and *GST*), duties and charges payable in respect of *this contract* and the transactions under it.

*AWB* holds this indemnity on trust for all *AWB entities*.

#### 11. Failure to deliver contracted tonnage

- 11.1 (a) If *you* breach this contract by delivering less than the *contracted tonnage* when required by *this contract*, *AWB* may elect to:
  - (i) accept delivery of the *delivered tonnage* at the price per tonne specified in clause 5; and
  - (ii) acquire from a third party selected by *AWB*, grain up to the amount of the shortfall from other persons selected by *AWB*.

If *AWB* does this, *you* must pay to *AWB* on demand the difference in value between the price at which *AWB* buys that grain and the price per tonne specified in clause 5.
- (b) If *AWB* does not elect to accept delivery of less than the *contracted tonnage*, or if *you* do not deliver any grain to *AWB*, *you* must pay to *AWB* the difference between the replacement value of the *contracted tonnage* as determined by *AWB* and the price per tonne specified in clause 5 for the *contracted tonnage* as calculated at the date nominated by *AWB*.
- 11.2 *You* must pay any amounts payable by *you* to *AWB* under clause 11.1 within one month of the later of either:
  - (a) the expiration of the delivery period specified in clause 4; and
  - (b) *AWB's* determination of the amount payable in respect of the relevant breach,

unless extended by agreement between *you* and *AWB*. *AWB* may charge *you* interest on any unpaid amount at a rate determined by *AWB*, which is available on request from the *AWB Grower Service Centre*.

- 11.3 *You* acknowledge and agree that, for a period of 3 months commencing on the day after the last day in the *delivery period*, *AWB* is not required to take any steps to mitigate any costs, expense, loss or liability incurred by it as a consequence of *your* failure to deliver the *contracted tonnage*.

#### 12. GST

- 12.1 Words defined in the *GST Law* have the same meaning in this clause 12.
- 12.2 Unless otherwise expressly stated, any amounts payable or any form of consideration to be provided for a supply made under *this contract* are exclusive of *GST* ("*GST exclusive amount*").
- 12.3 Subject to clause 12.7, if *you* make a taxable supply under *this contract* then, *AWB* must pay to *you* an amount equal to the *GST* payable on the taxable supply ("*GST amount*") to the extent that, in addition to, and at the same time and in the same manner as the *GST exclusive amount* otherwise payable for the supply.
- 12.4 Similarly, if *AWB* makes a taxable supply to *you* under *this contract*, *you* must pay to *AWB* the *GST amount* to the extent that, in addition to, and at the same time and in the same manner as the *GST exclusive amount* otherwise payable for the supply.
- 12.5 *You* are responsible for remitting *GST* to the Commissioner of Taxation on taxable supplies made by *you*.
- 12.6 *You* have agreed with and authorised *AWB* to issue a tax invoice ("*Recipient Created Tax Invoice*") and adjustment note on *your* behalf in respect of any taxable supply of grain made by *you* under *this contract* to *AWB*.
- 12.7 *You* must notify *AWB* immediately if *you* cease to be registered for *GST*. If *you* are not registered for *GST* at the time a *Recipient Created Tax Invoice* is issued by *AWB*:
  - (a) that invoice will not be treated as a Recipient Created Tax Invoice;
  - (b) *AWB* is not obliged to pay *you* any amount for *GST* unless and until *you* have provided *AWB* with a valid tax invoice in relation to the relevant supply; and
  - (c) *AWB* is entitled to recover any amount for *GST* from *you*, which it has paid to *you* in error.
- 12.8 If an adjustment event arises in relation to any taxable supply made under *this contract* that gives rise to an increasing adjustment or decreasing adjustment the *GST amount* must be adjusted accordingly and where

necessary a payment must be made to reflect that increasing adjustment or decreasing adjustment.

- 12.9 If a party ("*the first party*") is required under *this contract*, to pay for or reimburse a cost, expense or outgoing of another party, the amount to be paid by the first party is the sum of:
  - (a) the amount of the cost, expense or outgoing less any input tax credits in respect of the cost, expenses or outgoing that the other party (or the representative member of a *GST* group of which it is a member) is entitled to; and
  - (b) if the payment by the first party is consideration for a taxable supply, an amount equal to the *GST amount* payable by the other party in respect of the taxable supply.

#### 13. Assignment

- 13.1 *Your* rights in connection with *this contract* or any of the obligations that *you* have under it cannot be assigned or varied by *you* without *AWB's* prior written consent.
- 13.2 *You* agree that *AWB* may assign or novate any of its rights, entitlements or obligations under *this contract* at its discretion without obtaining any consent from *you* or giving any notice to *you*. *You* appoint *AWB* as *your* attorney for the purposes of agreeing to and executing any documentation that gives effect to an assignment or novation of any of *AWB's* rights, entitlements or obligations under *this contract* on such terms that *AWB* considers appropriate in its absolute discretion.

#### 14. Force majeure

- 14.1 If *you* are affected, or likely to be affected, by a *force majeure event* *you* must immediately notify *AWB* of that fact including:
  - (a) full particulars of the *force majeure event*;
  - (b) an estimate of its likely duration;
  - (c) the obligations affected by it and the extent of its effect on those obligations; and
  - (d) the steps taken (or that *you* propose to take) to rectify it.
- 14.2 Subject to *you* discharging your obligations under clause 14.1, *your* obligations under *this contract* are suspended to the extent to which they are affected by the relevant *force majeure event* for as long as the *force majeure event* continues.
- 14.3 If *you* claim that a *force majeure event* exists, *you* must use *your* best endeavours to remove, overcome or minimise the effects of that *force majeure event* as quickly as possible.

#### 15. Rights of Setoff and Clawback

- 15.1 If any *AWB entity* has a *claim* against *you*, whether or not arising under *this contract*, then:
  - (a) the *claim*, if a liquidated amount, will be a debt due and owing by *you* to the relevant *AWB entity*;
  - (b) if the *claim* is unliquidated, then the relevant *AWB entity* will be entitled to make a reasonable estimate of the amount claimed or owed which will be notified to *you* in writing. *You* agree that the amount of that estimate will be a debt due and owing by *you* to the relevant *AWB entity*; and
  - (c) if the *claim* is contingent, the relevant *AWB entity* will be entitled to treat that contingent liability as a *claim* under paragraph (b) above and the *claim* so quantified will be a debt due and owing by *you* to the relevant *AWB entity*.

When an unliquidated *claim* becomes liquidated, the relevant *AWB entities* will make any necessary adjustments to the amount of the debt due and owing by *you*.

- 15.2 If there is any debt due and owing by *you* to an *AWB entity* ("*amount payable*") and *AWB* is liable to pay any amount to *you* on any account whatsoever ("*amount receivable*") then *AWB* may deduct *your amount payable* from the *amount receivable*. *AWB* has this right of deduction or set off even if the *amount payable* is owed to another *AWB entity*. The *AWB entity* to which the *amount payable* is due and owing and *AWB* will account to each other for the amount deducted, and the *amount payable* will be reduced by the amount deducted.
- 15.3 If any payment made to an *AWB entity* in accordance with the terms of *this contract* is void or voidable for any reason, that payment will be deemed not to have discharged *your* liability to that *AWB entity* in respect of that payment (notwithstanding any release or discharge given by that *AWB entity*).
- 15.4 If, after payment to *you* of any amount by *AWB* in relation to *this contract* *AWB* decides that for any reason *you* had no right to some or all of that amount (including where *you* are overpaid) then, despite any other provision of *this contract*, *AWB* may recover from *you* that amount plus interest on that amount at the rate that *AWB* reasonably determines to be the 90 day bank bill rate applicable at that time plus two per cent per annum, calculated daily from the date that the amount is paid or advanced until (but not including) the date on which the amount is repaid.

#### 16. General

- 16.1 The law in the State of Victoria applies to *this contract*. The parties each submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

- 16.2 You must do anything (including execute any document) and must ensure that your employees and agents (if any) do anything (including execute any document), that *AWB* may reasonably require to give full effect to *this contract*.
- 16.3 *This contract* contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by *this contract* and has no further effect. The parties specifically agree to exclude:
- the application of the NACMA Trade Rules; and
  - to the extent permitted by law, the application of the relevant Sale of Goods Act.
- 16.4 Any provision of *this contract* which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make *this contract* enforceable, unless this would materially change the intended effect of *this contract*.
- 16.5 A statement or calculation by *AWB* on any matter relating to *this contract* (including any amount owing by or to you) is conclusive unless that statement or calculation is manifestly wrong on its face.
- 16.6 You agree and acknowledge that:
- sending or giving instructions or information by facsimile, the Internet or telephone ("**communications methods**") is not a secure means of sending or giving information;
  - you are aware of the risks involved in using such *communications methods*, including the risk that instructions may:
    - be fraudulently or mistakenly written, recorded, altered or sent; or
    - not be received in whole or in part by the intended recipient or listener;
  - no *AWB entity* is under a duty to enquire as to whether any instructions which appear to have been properly given by you have in fact been given by you;
  - no *AWB entity* will be liable for any *claims* or *losses* incurred in connection with you using such *communication methods*, including in connection with an *AWB entity*:
    - not acting on any instructions which in its opinion appear to have been communicated fraudulently, mistakenly, erroneously or without authority; or
    - acting on instructions which appear to have been properly created by you and received by that *AWB entity*, except in the case where that *claim* or *loss* is the direct result of fraud or negligence on the part of that *AWB entity*; and
  - an *AWB entity* may record and/or monitor telephone conversations with you with or without an automatic tone warning device and any *AWB entity* may use those recordings or transcripts from such recordings for any purpose that *AWB entity* considers desirable or appropriate in its absolute discretion.
- 16.7 *This contract* may be executed in counterparts.
- 16.8 If you are made up of more than one person or entity:
- an obligation of those persons or entities is joint and several;
  - a right of those persons or entities is held by each of them severally;
  - any other reference to that person or entity or the applicable term is a reference to each of those persons or entities severally, so that (for example) a representation, warranty, indemnity or undertaking is given by each of them severally;
- 16.9 If the day on or by which a person must do something under *this contract* is not a *business day*:
- if the act involves making a payment, the person must do it on or by the next *business day*; and
  - in any other case, the person must do it on or by the previous *business day*.
- 16.10 You agree that you are aware that *this contract* is a binding legal agreement and you should seek independent legal advice if you are uncertain about the rights and obligations created under it

## 17. Dictionary

The following definitions apply in *this contract*.

**"AWB"** means the party specified as "AWB" in clause 1.

**"AWB entity"** means any wholly-owned subsidiary of AWB Limited ACN 081 890 459 or any of their respective agents as the context requires.

**"AWB Grower Service Centre"** means the *AWB* telephone information service which (at the time of printing) can be reached on telephone number 1800 054 433.

**"BHC site"** means a bulk handling site that receives and/or stores and handles grain on behalf of *AWB* under a current storage and handling agreement.

**"business day"** means a day that is not a Saturday, Sunday or public holiday on which banks are open for general banking business in Melbourne.

**"claim"** means any claim, notice, demand, action, recovery, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**"contracted tonnage"** means the amount of grain (in metric tonnes) to be sold by you to *AWB* under *this contract*, as specified in clause 5. The amount of the *contracted tonnage* may vary by any "Tolerance %" specified in clause 3.

**"costs"** means, in relation to *delivered tonnage*, the amount determined by *AWB* to be the costs incurred by *AWB* in connection with the delivery by you of the *delivered tonnage* and which are included by *AWB* as price adjustments in determining the amount payable, including:

- direct costs** incurred or to be incurred by *AWB* in respect of the *delivered tonnage* (including storage, handling, transport costs to port and port costs) but excluding receival fees where appropriate; and
- any **other costs** or charges that *AWB* determines should be included, including on-farm pick up costs and drying and cleaning costs,

to the extent that *AWB* determines that they are not already included in the calculation of the amount payable.

**"cover page"** means a document containing clauses 1 to 5 that says it incorporates these terms.

**"delivered tonnage"** means the quantity (in metric tonnes) of all grain grades and varieties delivered by you and accepted by *AWB* under *this contract*. If you are a participant in a share-farm arrangement and that share-farm arrangement makes a delivery using its *AWB* share farm access number, then the number of tonnes delivered by you is your *percentage share* of that delivery.

**"delivery period"** means the period described in clause 4.

**"delivery point"** means, for "delivered silo" and "delivered buyer" delivery types, the site specified for delivery in clause 5 and, in respect of "port zone" deliveries, the relevant *BHC site*.

**"encumbrance"** means any security for the payment of money or the performance of obligations including a mortgage (including an assignment by way of mortgage), charge or any other hypothecation, lien, (including, without limitation, a crop lien), pledge or power of any kind whatsoever, or any trust.

**"end point royalties"** means royalties payable to or collectible by *AWB* (or any *AWB entity*) from you on produce derived from plant varieties, to which plant breeders' rights or patent rights attach.

**"fixed grade contract"** means a contract for the purchase of grain by *AWB* from you where the *delivered tonnage* must be of the grade specified in clause 5.

**"force majeure event"** means an act of war (either declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, industrial action or labour disturbance, embargo, action or inaction by a Government Agency, or a failure of a public utility or common carrier which renders it impossible for you to transport the *contracted tonnage* to a *delivery point*. For the avoidance of doubt, "force majeure event" does not include any event relating to the production or non-production of grain (including, without limitation, non-production or grain wholly or partly caused by drought, flood, frost, fire or other weather conditions).

**"grade spread"** means the range of prices offered by *AWB* for different grades of grain, as specified in Attachments 1 and 2 (if applicable). This applies only to *multi-grade contracts*.

**"grower liabilities"** means, in relation to a delivery of grain by you to *AWB* under *this contract*, the amount determined by *AWB* as the total of *levies and tolls* and *end point royalties* relating to that delivery of grain, and any other fees, charges or other amounts to be collected by *AWB* from you or that are otherwise payable by you to *AWB* in connection with you selling that grain.

**"GST Law"** means the same as what "GST Law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"increments"** means any protein increments, screening increments and moisture increments specified in Attachment 2 to *this contract* (if applicable).

**"insolvent"** means bankrupt, unable to pay debts as and when they fall due, in receivership, in receivership and management, in liquidation, in provisional liquidation, under any form of administration, wound up, dissolved, deregistered, subject to any arrangement, assignment or composition with creditors, protected from creditors under any statute or in receipt of protection under statute.

**"levies and tolls"** means, in relation to the delivery of grain by you to *AWB*, any industry levies, tolls, fees, charges, duties and any other amount collectible or payable by *AWB* in connection with the sale of that grain to *AWB*.

**"loss"** means any loss, costs, charges, outgoings, liabilities, damages, expenses or indebtedness of any description.

**"multi-grade contract"** means a contract for the purchase of grain by *AWB* from you where the *delivered tonnage* may be any of the grades specified in Attachment 1 to *this contract*.

**"NACMA Trade Rules"** means the trade rules published by the National Agricultural Commodities Marketing Association Ltd from time to time.

**"percentage share"** means, in relation to each *supplier* named under the heading "percentage share details" on an *AWB* share farm application/confirmation form, the percentage share for that *supplier* specified in respect of grain.

**"port zone"** means the region associated with the location identified in clause 5, as determined by *AWB* from time to time. Details are available by contacting the *AWB Grower Service Centre*.

**"product supplement"** means :

- (a) in respect of an "AWB Fixed Basis Contract", the terms and conditions contained in "Product Supplement Fixed Basis"; and
- (b) in respect of an "AWB Flexi 3 Contract", the terms and conditions contained in "Product Supplement AWB Flexi-3".

**"receival standards"** means the receival standards for classification of grain which are available from *AWB's* website or on request from the *AWB Grower Service Centre*.

**"supplier"** means one or more persons or corporate entities listed under the heading "Supplier Details" on *your* Supplier Application Form current at the time of delivery or as updated from time to time by *AWB* in accordance with *your* Supplier Confirmation Form. For the avoidance of doubt, *supplier* does not include a group of persons participating in a share-farm arrangement.

**"tax"** means any tax, goods and services tax, levy, duty, impost, fee, charge, deduction or withholding (however described) that is assessed, levied, imposed or collected by law or by any government agency (including, without limitation, a tax on net income), together with any related interest, penalty, fine, fee or other charge or amount imposed on, or in respect of any of the above, in any jurisdiction.

**"this contract"** means collectively:

- (a) the *cover page*;
- (b) these general terms and conditions;
- (c) If this is a *multi-grade contract*, Attachment 1 and any applicable Attachment 2 that accompany the *cover page*; and
- (d) any applicable *product supplement*.

**"varieties"** means the varieties of grain specified in the *receival standards*.

**"you"** means the party specified as "you" in clause 1.