



QUATTRO
PORTS

PORT TERMINAL SERVICES AGREEMENT

2022/2023





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This **AGREEMENT** is made on the date the last Party signed this Agreement.

BETWEEN

Quattro P RE Services Pty Ltd (ACN 166 538 834) as trustee for the Quattro Grain Trust (ABN 63 472 949 145) "**Company**" or "**Quattro**"

Level 27/45 Clarence St

Sydney N.S.W 2000

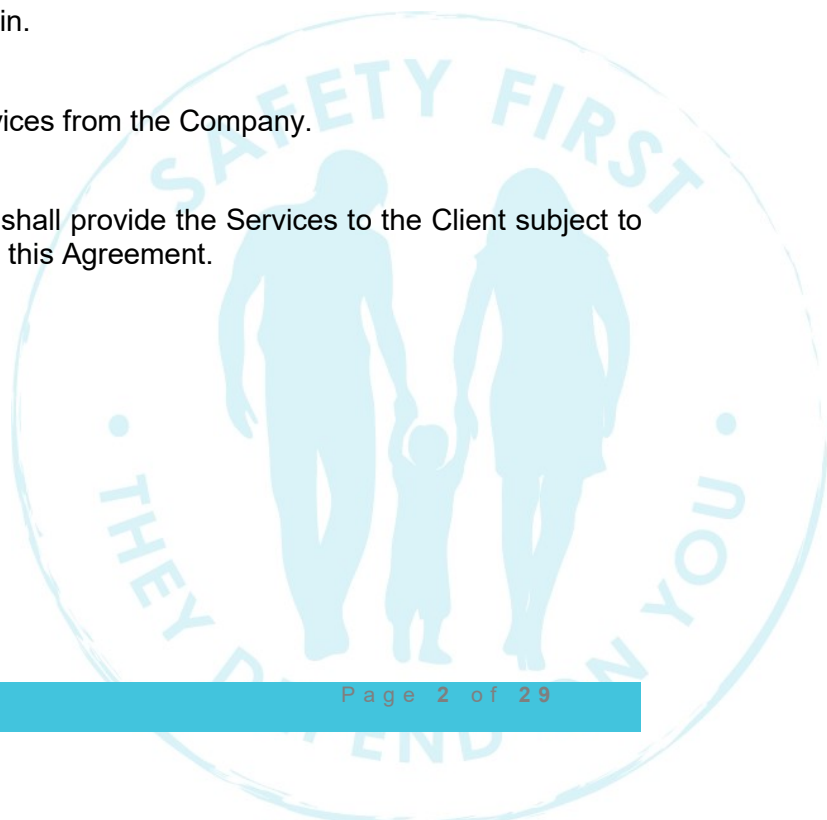
ABN: 40 166 538 834

AND

<INSERT LEGAL ENTITY NAME> "**Client**" (ABN <INSERT ABN> OF <INSERT ADDRESS>.

RECITALS

- (a) The Company provides the Services at its Port Terminal.
- (b) The Client is the owner of certain Grain.
- (c) The Client wishes to procure the Services from the Company.
- (d) The Parties agree that the Company shall provide the Services to the Client subject to the terms and conditions contained in this Agreement.





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This Agreement between

Quattro P RE Services Pty Ltd (ACN 166 538 834) as trustee for the Quattro Grain Trust (ABN 63 472 949 145) **“Company” or “Quattro”**

Level 27/45 Clarence St
Sydney N.S.W 2000

and

The Client as described above

The Parties agree to be bound by the provisions of this Agreement and by signing the signatories warrant that they each have the authority and to enter into this Agreement on behalf of their respective organisations.

Executed as an Agreement by:

Signature of Quattro Authorised Representative

Signature of CLIENT Authorised Representative

Full Name of Quattro Authorised Representative

Full Name of CLIENT Authorised Representative

Position of Quattro Authorised Representative

Position of CLIENT Authorised Representative

Date

Date





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1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement:

“Addendum” means any addendum modifying this agreement signed by the Company and The Client.

“Binned Grade” means the Grade of Grain stored in a Cell. The Binned Grade may contain different Grades.

“Blending” means the mixing of originally segregated Binned Grades either within a Facility or during the Outturn process.

Booking Slot Fee means the Charge of this title in Schedule A.

“Business Day” means any day on which the principal office of the Company is open for business and does not include a Saturday, Sunday or day that is a public holiday in N.S.W.

“Cargo Assembly Plan” means the document of that title provided by the Client to the Company, on the Company’s form, from time to time.

“Cell” means a physical unit for storage of Grain.

“Charges” means those charges for the 2022/23 season calculated in accordance with Schedule A. “Charge” has a corresponding meaning.

“client” means a person that uses the Port Terminal for Services under a current Port Terminal Services Agreement.

“Client” means the party to this agreement that is not the Company and where applicable its contractors and agents and their successors and permitted assigns.

“Client Grain” means that quantity of Grain held by the Company for the Client within the Port Terminal.

“Commingling” is the situation where different Grades of Grain are stored in the same Cell. “Commingled” has a corresponding meaning.

“Company” means Quattro P RE Services Pty Ltd (ACN 166 538 834) as trustee for the Quattro Grain Trust (ABN 63 472 949 145).

“Damaged Grain” means Grain that has been damaged in an incident or event to such an extent that it can no longer be classified by any Receival (Classification) Standards and is only of salvage value or suitable for disposal.

“Delivered” means, in respect of Grain, the point and time at which Grain first arrives at the Port Terminal and is accepted into storage.

“DoA” means the Australian Government’s Department of Agriculture and Water Resources (or equivalent Department)

“Dust” means Grain dust attributable to the Client Grain extracted from dust collection plants in a Facility, but excluding Damaged Grain.



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"Facility" means any Grain receival, storage and handling facilities used by the Company in connection with the provision of Receival or other services to the Growers and/or the provision of the Services to the Client, including the Receival Stations and the Port Terminal.

"GMO" or **"Grain Movement Order"** means an authorisation to Outturn Grain issued by the Client:

- (a) in writing, or
- (b) by electronic mail, or
- (c) via the Company's grain stock control system.

"Grade" means a grade of Grain of a given Season specified in the Receival Standards of that same Season, or any other grade agreed by the Parties.

"Grain" means the seed of any crop or pasture species including Pulses and Oilseeds.

"GTA" means Grain Trade Australia, the organisation responsible for establishing grain receival and sampling standards.

"Grower" means any person or entity involved in the growing of Grain, the contact details for whom have been registered by the Client or the Company or a national grower register.

"GST" means the tax imposed by the GST Law.

"GST Law" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

"Harvest" means the period of time during which grain may be harvested and Delivered, this is usually between 1 October in the first year and the end of February in the following year.

"Industrial Dispute" includes a strike, stop-work, boycott or lockout.

"Insolvency Event" means in relation to a Party:

- (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 2001 (Cth);
- (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



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- (f) an administrator is appointed under Division 2 of Part 5.3A of the Corporations Act 2001 (Cth) and, except in the case of an appointment by the Party or its directors, is not withdrawn or removed within 14 days.

"Interest" means the legal title that a client holds to a percentage of Stored Grain, being equivalent to the percentage which Grain of a particular type and Grade received from that client bears to the total Stored Grain of that particular type and Grade.

"Non Company Facilities" means bulk storage facilities which are not owned, either in whole or in part, by the Company or are not affiliated with the Company via operating agreements. "Non Company Facility" has a corresponding meaning.

"Oilseeds" means canola, linola, soybean, sunflower, safflower, cottonseed, linseed and any other oilseed crop.

"Outturn" means:

- (a) Grain to physically leave the Company's custody at the Port Terminal when the Grain exits the delivery spout into a ship at which point physical possession passes from the Company to the Client or a third party authorised by the Client to receive the Grain;
- (b) the disposal of Damaged Grain; or
- (c) any other outturn required and directed by the Client; and
- (d) as evidenced by a GMO.

"Outturn Entitlement" has the meaning given to it in clause 7.1.

"Parties" means both the Company and the Client.

"Party" means, depending upon the context, either the Company or the Client. "Parties" means both the Company and the Client.

"Port Authority" means either or both of NSW Ports and Port Kembla Port Corporation.

"Port Loading Protocols" means the document of that title as published on the Company website at the time of the relevant activity.

"Port Terminal" means the Company's seaboard terminal at Berth 103, Inner Harbour, Port Kembla or such other port terminals as may be operated by the Company.

"Pulses" means chickpeas, lupins, field peas, faba beans, lentils, vetch, broad beans and any other grain legumes.

"Receival" means the process of Testing, weighing, tipping, inwardly elevating and placing the Grain into the storage facilities on behalf of a Client. "Receive" has a corresponding meaning.

"Receival Standards" means the standards as prescribed by GTA and published on the GTA website, in respect of Receival, at the time the Grain is received, and in respect of Outturn, at the time of Outturn. Additional Receival Standards may be created and published by the Company from time to time.



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“**Regrade**” means the re-grading of Grain of the Grade of one Season to the same Grade of Grain of another Season or as the case may be the re-grading of Grain of one Grade of a Season to a different Grade of Grain of the same or different Season.

“**Sampling Methods**” means the document of that title as published by GTA on the GTA website, in respect of Receival, at the time the Grain is received, and in respect of Outturn, at the time of Outturn.

“**Season**” means the period in which most of the Grower’s Grain is harvested and delivered to Facilities, typically commencing in November in one year and going through to the February of the following year.

“**Segregation**” means the physical separation of the storage of Grain by type, Grade, variety or such other distinguishing quality as may be determined by the Company.

“**Services**” means the services provided by the Company to the Client under this agreement including Receival, Storage, Testing and Outturn and other Grain export services. “Service” has a corresponding meaning.

“**Shrinkage**” means that quantity of Client Grain, which is lost in:

- (a) the normal storage and handling process including loss of mass through changes in moisture content;
- (b) handling; and
- (c) Waste,

but does not include Grain lost as Dust or Damaged Grain.

“**Shrinkage Allowance**” means the allowance for Shrinkage specified under this agreement or such other allowance for Shrinkage as may be agreed between the Company and the Client from time to time.

“**Storage**” means warehousing, control and movement of Grain. “Store” has a corresponding meaning.

“**Stored Grain**” means, in respect of a particular type and Grade of Grain, all of the Grain of that type and Grade Stored by the Company in which clients have an Interest.

“**Testing**” means:

- (a) for wheat and barley only: protein, moisture, test weight, screenings, defective grains and contaminants testing. Falling number testing will be provided in accordance with the relevant GTA standard at the Charge listed in Schedule A.
- (b) for Canola only: oil content, test weight, impurity, defective seed and contaminant testing. Free fatty acid testing will not be undertaken.

“Test” or “Tests” has a corresponding meaning.

“**Washout Price**” means the price determined in clause 7.3.

“**Waste**” means Grain that as a result of the normal handling process has been downgraded to Grain of no commercial value, for example mouldy Grain, Grain mixed with dirt and stones.



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“Weather Working Day” means a day on which weather permits continuous work.

“Working Days” means all days except Saturday, Sunday and Public Holidays of the State in which the relevant Facility is located.

1.2 Rules for interpreting this Agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

A reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document, terms and conditions, or a provision of a document or terms and conditions, is to that document, terms and conditions or provision as amended, supplemented, replaced or novated;
- (c) a Party to this Agreement or to any other document or terms and conditions includes a permitted substitute or a permitted assign of that Party;
- (d) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (e) anything (including a right, obligation or concept) includes each part of it;
- (f) ‘A\$', ‘\$A’, ‘dollar’, ‘\$’ or any charge making reference to a monetary amount is a reference to Australian currency; and
- (g) a clause, part, schedule or annexure is a reference to a clause, part, schedule or annexure of this Agreement unless otherwise stated.

In addition:

- (h) a singular word includes the plural, and vice versa;
- (i) a word which suggests one gender, includes the other genders;
- (j) if a word or phrase is defined, a matching word or phrase containing another part of speech has a corresponding meaning, whether or not the word or words in the matching phrase commence with a capital letter;
- (k) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (l) the word "agree" includes an undertaking or other binding arrangement or understanding, and, unless otherwise qualified in this terms and conditions, whether or not in writing;
- (m) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement; and



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- (n) in the event of an inconsistency or conflict between the provisions of the main body of the Agreement and the relevant schedule, the provisions of the relevant schedule shall prevail.





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2. Term and Services

- 2.1 Subject to this Agreement and in consideration of the Client paying the Company the Charges, the Company agrees to provide the Services to the Client from 1 November 2022 to 31 October 2023 (the “Term”).
- 2.2 The Client is bound by the terms and conditions of this Agreement from the earlier of:
- (a) the date of execution of this Agreement; or
 - (b) the date, during the Term, that the Company provides Services to the Client, including in respect of Grain of Seasons prior to the 2022/2023 Season.
- 2.3 This Agreement supersedes any previous agreement between the Company and the Client for the provision of the Services or services similar to the Services.
- 2.4 If the Company continues to provide Services to the Client after the end of the Term then the terms and conditions of this Agreement will continue to apply until a new Agreement is executed or this Agreement is terminated in accordance with clause 19.

3. Receival

- 3.1 The Company, at its discretion, and subject to clause 9 of this Agreement, will provide Services to the Client to Receive bulk Grain:
- (a) by road and rail;
 - (b) by road ex-farm if the Grain has been pre-contracted by a Client to fill a Cargo Assembly Plan and otherwise in accordance with this Agreement.
- 3.2 At all times the Company retains the discretion as to what type, Grade, specifications and quantities of grain it will receive into the Port Terminal

4. Receival Standards

- 4.1 All Grain that is to be received and stored by the Company for the Client must comply with the Receival Standards. If Grain has characteristics which do not comply with the Receival Standards the Company may, in its absolute discretion, refuse to Receive that Grain.
- 4.2 The Company may, in its discretion, refuse to Receive Grain known or suspected to contain chemical contaminants or residues or genetically modified (“GM”) events.
- 4.3 The Client must not deliver, and must take reasonable steps to ensure that none of its suppliers deliver Grain known or suspected to contain nil tolerance contaminants, chemical contaminants or residues, to the Port Terminal.
- 4.4 The Client indemnifies the Company against all loss (excluding consequential and indirect loss) resulting from the delivery by it or its suppliers of Grain containing chemical contaminants or residues or nil tolerance contaminants.



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5. Testing

- 5.1 The Company will conduct Testing on Grain:
- (a) delivered by the Client, for the purpose of classifying the Grain into a Grade and determining whether to Receive the Grain ("**Receival Tests**"); and
 - (b) intended for Outturn ("**Outturn Tests**").
- 5.2 Testing will be undertaken in accordance with the Receival Standards and Sampling Methods.
- 5.3 The Client will be provided with the results of the Testing. If the Client does not agree with the results of the Testing the Client must immediately notify the Company. In the absence of manifest error or fraud the Client is deemed to have accepted the results of the Testing as final and binding:
- (a) in the case of Receival Tests, if the Client fails to immediately so notify the Company, or
 - (b) in the case of Outturn Tests, immediately upon Outturn.
- 5.4 For wheat and barley only: protein, moisture, test weight, screenings, defective grains and contaminants testing will be undertaken. Falling number testing will be provided in accordance with the relevant GTA standard at the Charge listed in Schedule A.
- 5.5 For Canola only: oil content, test weight, impurity, defective seed and contaminant testing will be undertaken. Free fatty acid testing will not be undertaken.
- 5.6 The Client acknowledges that:
- (a) Testing is conducted on a sample taken in accordance with the Receival Standards and the Sampling Methods,
 - (b) Testing is indicative of the quality of Grain, it is not determinative of the quality of all of the Grain Delivered,
 - (c) variation in results between the Receival Tests and Outturn Tests is not abnormal.
- 5.7 The Company warrants only that it will conduct the Testing in accordance with the Receival Standards. The Company makes no other warranty or guarantee in relation to the Testing, including but not limited to, that malting barley will germinate after Outturn.

6. Receipt and Storage

- 6.1 Subject to clause 9 of this Agreement the Company will:
- (a) Receive Grain Delivered at the Port Terminal during the Term provided that in the sole opinion of the Company the Grain in each case complies with the Receival Standards (including being free of insect infestation and contamination), is in fit condition for safe and hygienic storage and, in the opinion of the Company, storage space permits;
 - (b) Store the Grain for the Client at the Port Terminal; and
 - (c) Outturn the Grain for the Client at such time or times and in such quantities as the Client requires in accordance with clause 7.



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- 6.2 The Client must, in addition to compliance with all other requirements of this clause 6:
- (a) notify the Company that the Client wishes to Deliver Grain to the Port Terminal, including the expected time of Delivery,
 - (b) obtain the agreement of the Company to Deliver the Grain to the Port Terminal.
- 6.3 The Client will ensure that where Grain is Delivered by a Grower or agent on behalf of the Client the Grower or agent will clearly state in writing the Client's name at the time of delivery ("**Nomination**"). The Client will also ensure that a Nomination contains a statement to the effect that the Grower or agent transfers all of the right, title and interest to and in the Grain to the Client. All Nominations are final and irrevocable and the Company may rely on the details of the Nomination without any further enquiries.
- 6.4 The Client will ensure that where Grain is Delivered from a Non Company Facility , it provides written confirmation to the Company of:
- (a) fumigation clearance, and
 - (b) grain treatment details for the period of time Grain was at a Non Company Facility.
- 6.5 Unless specifically agreed otherwise, the Company reserves the right to mix the whole or any part of any Grain delivered to it by any client or Growers with Grain of similar specification and any and all such Grains so received will be Stored Grain.
- 6.6 With regards to canola, the Company at its sole discretion may use dilution methods to ensure that GM events in non-GM canola storages are maintained at or below the level permitted by the relevant classification standards for adventitious admixture.
- 6.7 The Company may reclassify malting barley stored under this Agreement to that of feed barley standard where the germinative quality is less than 95%. Any such reclassification will only be conducted after consultation with the Client.
- 6.8 If the Client Grain is not Outturned on or prior to 31 October 2023, the Company may do any or all of the following:
- (a) regrade the Client Grain; and/or
 - (b) continue to charge the Storage Charge.
- 6.9 Where Client Grain of a particular type and grade of Grain at the Port Terminal is between or equal to the values -1.00 and $+1.00$ tonne, the Client Grain of that particular type and grade of Grain will be deemed to have no value and will be removed from the Client's Outturn Entitlement and neither Party will have any liability for any Claim or Loss to the other for that
- 6.10 Unless otherwise agreed in advance by the Parties, Quattro may treat all Grain with approved chemicals or treatments as per applicable codes and regulations including the Australian Pesticides and Veterinary Medicines Authority and Food Safety Australia and New Zealand codes. Quattro will provide a list of approved chemicals and treatments to the Client on an annual basis.
- 6.11 If the Client requests and Quattro agrees to a different chemical or treatment strategy an additional fee may be charged by Quattro and payable by the Client for the agreed treatment.



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- 6.12 Where fumigation or other certificates are required by the Customer, Any certification requirements must be lodged as part of a GMO.
- 6.13 The Company may at its sole discretion refuse to Receive infested Grain. If it is, the Grain will be disinfested at the Client's risk and cost. Applicable fees for this service are detailed in Schedule A. The Company is not required to obtain the Client's approval to disinfest the Grain.

7. Outturn

Outturn Entitlement

- 7.1 The Client will be entitled to an Outturn by weight and Grade of the Client Grain of the same weight and Grade initially received on behalf of the Client after deduction of the Shrinkage Allowance and Dust ("**Outturn Entitlement**"). The Client may access the whole or part of the Outturn Entitlement by issuing a GMO.
- 7.2 When all Client Grain has been Outturned from the Port Terminal the Company will advise the Client of any variation between the Outturn Entitlement and the tonnage actually outturned ("**Variation**"). If the Outturn Entitlement has not been completely received by the Client, the Company will, in its absolute discretion, either
- (a) replace the physical short Outturn Entitlement of the Client, or
 - (b) determine, acting reasonably, the value of the Variation including the base grade quality.
- 7.3 If the Company determines that there is a Variation:
- (a) for Client Grain, unless otherwise agreed, a Season average price will be calculated based on Season average cash prices posted by the Client and all other clients over harvest on a port delivered basis ("**Washout Price**").
 - (b) and the actual tonnage Outturned to the Client exceeds the Client's Outturn Entitlement, the Client must either pay the Company for the excess at the Washout Price or replace the shortfall by using other grades as negotiated and agreed with the Company.
 - (c) and the actual tonnage Outturned to the Client is less than the Client's Outturn Entitlement, the Company may, at its discretion, either replace the physical Grain shortfall in the Client's Outturn Entitlement, or pay the Client for the deficiency in the Outturn Entitlement at the Washout Price.
- 7.4 The Company is not required to Outturn Grain if it has received notice from a person holding a security interest over that Client Grain until;
- (a) the person holding the security interest has consented to; or
 - (b) the Company receives a court order requiring it to.
- 7.5 The Client will indemnify the Company against all losses (excluding consequential and indirect loss), costs, damages, expenses, charges and surcharges the Company incurs or sustains as a result of a claim made against the Company by any person holding a security interest over Client Grain.



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In-Store Transfer

- 7.6 The Client may elect to transfer title to all or part of the Outturn Entitlement at the Port Terminal to another client by providing prior notice of such transfer ("**In-Store Transfer**"). The Company may refuse an In-Store Transfer if the In-Store Transfer would result in the Client's Outturn Entitlement going into a negative position at the Port Terminal.
- 7.7 An In-Store Transfer is effective from the date of the notice by the Client. The Client remains liable for all Charges incurred up to the date of the In-Store Transfer.

Outturn

- 7.8 The Company will, to the extent practicable taking into account clients' requirements, prioritise the Outturn of Outturn Entitlements for the loading of the Client's vessels (where applicable) in accordance with the Port Loading Protocols and Cargo Assembly Plan.
- 7.9 The Company's obligations in respect of the Grain cease immediately upon Outturn of the Grain from the Port Terminal.
- 7.10 The Client on Outturn from a Storage where insects are detected, will be liable for fumigation charges calculated by the total volume of the storage and any associated facility cleaning charges resulting from infection of adjacent areas, conveyors, etc.

Client Warranties

- 7.11 The Client warrants and represents to the Company that it is the sole legal and beneficial owner of all of the bulk Grain held by the Company on behalf of the Client with full right, title and interest, free from any mortgage, charge, lien, option, encumbrance or other adverse claim or interest other than as notified in writing to the Company prior to:
- (a) Outturn of that Grain; or
 - (b) Receipt of a notice of an In-Store Transfer.

8. Transport, Freight and Stock Control

- 8.1 The Company may charge the Client for all labour costs incurred by the Company due to train or road truck arrivals later than one (1) hour of the original estimated time of arrival in cases where the Client has failed to notify the Company of the delay by 3.00pm on the Working Day immediately prior.
- 8.2 Except where otherwise agreed in writing, the Client accepts all risks of transport used by the Client to deliver or outturn Grain at the Port Terminal.
- 8.3 For Receival from and loading to road transport, the Company certified weighbridge at the Port Terminal will be used to determine the Receival and Outturn weight of Grain.
- 8.4 For receival from rail transport, the Company certified batch weigher will be used to determine the Receival weight of Grain.
- 8.5 The Company will keep separate records for the Client, of the Receival weight and Outturn weight determined pursuant to this clause 8 for each type and grade of Grain Received or Outturned.



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8.6 The Company will keep daily records of the total amount of Stored Grain in its possession and where the Grain is stored.

9. Port Loading Protocols

9.1 The Client and the Company undertake to comply with the requirements of:

- (a) the Company's published Port Loading Protocols as amended from time to time whenever the Client engages the Company to provide the Services at the Port Terminal.

The Client and the Company acknowledge that the Port Loading Protocols form part of this agreement, neither document being subservient to the other.

9.2 The Client acknowledges that the Company has the right to mitigate dust emissions at the Port Terminal. Such mitigation may include moisture conditioning of grain paths.

10. Stored Grain

10.1 The Client acknowledges that when the Company receives the Client Grain, it becomes Stored Grain and the Client maintains an Interest in the Stored Grain.

10.2 Except if the Company suffers an Insolvency Event, the Client does not have the right to nominate any particular parcel of Stored Grain as being owned by the Client.

10.3 While the Company has possession of the Client Grain:

- (a) the relationship between the Company and the Client in respect of the possession of the Grain is one of bailment only;
- (b) that relationship will continue to exist despite the Grain losing its identity by being part of Stored Grain, or despite the inability of the Company to redeliver to the Client Grain the subject of the bailment; and
- (c) unless specifically agreed otherwise, the Company as bailee may manage, use, deal with or otherwise control the Grain in its possession in any manner consistent with the Outturn Entitlement.

10.4 Where the Company suffers an Insolvency Event the Client will be entitled, upon reasonable notice and subject to the provisions of this Agreement relating to Stored Grain, to re-take possession of the Client Grain from the Port Terminal.

11. Charges and Invoices

11.1 The Client will pay the Charges in accordance with this clause 11.

11.2 The Client will pay to the Company within 14 days of the date of an invoice or statement from the Company the Charges set out therein.

11.3 Where parts of an invoice are disputed, the Client will pay to the Company the undisputed amounts in accordance with clause 11.2. Upon resolution of the disputed amounts the Client will pay to the Company those amounts within 30 days of the date of dispute resolution.

11.4 Payment must be made by either:



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- (a) direct credit into the company's bank account as follows or any other account notified to the Client in writing:





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Account name	Qube Logistics (Aust) Pty Ltd
BSB	082 057
Account number	86 042 1278

(b) cheque or money order by post.

11.5 The Client must submit a remittance advice clearly identifying the invoice/s being paid:

(a) in the case of clause 11.4 (b) to any of the following on the same day that payment is made:

Email	quattroaccounts@quattroports.com.au
Mail	PO Box 6063 Wollongong DC NSW 2500

(b) in the case of clause 11.4 (b) attached to the cheque or money order:

Mail	Quattro Ports Port Kembla PO Box 6063 Wollongong DC NSW 2500 Attention: Accounts
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11.6 If the Client purchases Grain, including through an In-Store Transfer, the Company may invoice the Client for all Charges remaining unpaid at the time of the In-Store Transfer and the Client must pay those Charges in accordance with this clause 11.

11.7 The Client agrees to pay any charges levied by the Port Authority or DoA, relating to the Grain or the provision of Services (including, but not limited to, wharfage and quarantine inspection fees). The Client also agrees to pay the berth hire charge levied by the Company, which is a comparable charge to the Site Occupancy and Security charges levied by NSW Ports for other Port Kembla berths. In addition, to the extent that the Company has any liability to pay those charges, the Client agrees to indemnify the Company against that liability, unless the Company specifically agrees to pay these charges on the Client's behalf.

11.8 The Company and the Client acknowledge that all fees and charges payable as stated in this Agreement have been calculated on a GST exclusive basis unless otherwise stated.

11.9 Any reimbursement of money pursuant to this Agreement paid by a Party to a third party shall be net of the benefit of GST input tax credits claimable by the Party in respect of the payment.

11.10 If the Client fails to pay any amounts owing under this Agreement by the due date any amount outstanding will bear simple interest at the rate of interest being 5% higher than the 90 day Bank Bill Rate offered by the Commonwealth Bank as at the due date, calculated from the due date to the date of actual payment in full.



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12. Books and Records

All information provided to the Client by the Company will be treated as conclusive evidence of the correctness of the details set out in that information unless:

- (a) the Client notifies the Company in writing, setting out the detailed reasons, within 14 days of receipt of that information that there exists a bona fide dispute concerning the correctness of that information; or
- (b) it is demonstrated at any time that there is a clear and manifest error in that information.

13. Lien

- 13.1 Notwithstanding that the Grain received by the Company under this Agreement may be deemed to be Stored Grain, the Company shall have a first and paramount lien on the Client Grain for all monies payable (on any account whatsoever) by the Client to the Company under this Agreement or otherwise.
- 13.2 In the case of Stored Grain, the Company may nominate and identify any particular quantity of Grain comprising the Stored Grain as being the Client Grain for the purposes of enforcing its lien.
- 13.3 Subject to any requirement of law the Company will be entitled for the purpose of enforcing such lien to retain possession of the whole or any part of the Client Grain until all amounts due and payable are paid, or to sell all or any of the Client Grain in such manner as it thinks fit (after giving the Client at least 7 days prior notice) whereupon the proceeds of such sale will be applied in or towards the satisfaction of the moneys due to the Company and the costs of effecting the sale and the balance (if any) will be paid by the Company to the Client. Where the Company sells all or any of the Client Grain for the purpose of enforcing its lien, the Client irrevocably appoints the Company as its agent and attorney.
- 13.4 In enforcing a lien in respect of any Client Grain the Company will ensure that its actions do not affect the right of the Client to receive the Outturn Entitlement under this Agreement.

14. Security

- 14.1 If in the reasonably held opinion of the Company, the Client does not have a legal ownership structure with a sufficient capital base and assets of value to meet the actual or potential liabilities of the Client under this Agreement, the Client will, if required by the Company:
 - (a) arrange for its directors and/or shareholders to personally guarantee the Client's performance of this Agreement by signing a written guarantee in a form and on conditions specified by the Company; and/or
 - (b) obtain or deposit with the Company an unconditional bank guarantee or bond in a form and for an amount and given by a bank or insurer approved by the Company by way of guarantee for the performance of this Agreement ("**Security**").
- 14.2 Any written guarantee or Security required by the Company must be established:
 - (a) prior to the Company receiving Grain for storage on behalf of the Client; and
 - (b) within 7 days after it has been requested by the Company.



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- 14.3 If the Client defaults, then the Company may call up, draw on, use, appropriate and apply the whole or part of the Security as may be necessary in the opinion of the Company to compensate the Company for loss or damage suffered by the Company by reason of the Client's default, and:
- (a) any use or appropriation of the Security by the Company does not operate to waive the default and does not affect the Company's other rights; and
 - (b) if the Security or any part of it is used or appropriated by the Company, the Client must within seven (7) days from receipt of a request by the Company pay to or deposit with the Company new or additional security in a form and for an amount as specified by the Company.
- 14.4 On termination of this Agreement and if the Client has complied with this Agreement, the Security less any sums drawn on, used or appropriated by the Company and not reinstated by way of further security, must be refunded, returned or cancelled.

15. Risk and Insurance

- 15.1 Throughout the Term, the Company will maintain an insurance policy covering the usual insurable risks of accidental loss or damage to Client Grain during the provision of the Services.
- 15.2 The Company bears the risk of accidental loss or damage to Client Grain to the extent covered by insurance policies taken out by the Company.
- 15.3 The Client bears the risk of all loss or damage events to their Grain which are not covered by the Company's insurance policies (or where coverage for a specific claim is refused by the Company's insurer) which commonly includes, without limitation, the risk of flood, inherent vice and contamination.
- 15.4 The Client must, for the entire period that Client Grain is stored at a Facility, keep Client Grain insured against the risks it bears pursuant to clause 15.3.
- 15.5 The Client must, and must cause any person entering a Facility for or on behalf of the Client, to hold:
- (a) public liability insurance with coverage of \$10 million per event and in aggregate,
 - (b) workers' compensation insurance required by law, and
 - (c) comprehensive motor vehicle insurance.
- 15.6 The Company shall, upon request of the Client, provide details of insurance policies taken out by the Company under clause 15.1.

16. Liability

- 16.1 The Company will only be liable for failing to Outturn the Client Grain if such failure is:
- (a) as a result of fraudulent or unexplained physical stock shortage;
 - (b) as a result of a quality defect caused by the Company's Gross Negligence or wilful default; or



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- (c) as a consequence of an event against which the Company is required to insure pursuant to clause 15.1.
- 16.2 It is agreed that the Company will not be liable for any other loss or damage, including but not limited to:
- (a) any special or unusual event or any natural process (as determined by the Company) which is not covered by the Company's insurance pursuant to clause 15.1, causing loss or damage to the Grain;
 - (b) any loss or damage arising out of or related to the incidence or effect or both of any delays in the loading or unloading of trains, trucks, containers or ships;
 - (c) the natural deterioration of Grain which has been carried over at a Facility from one season to the next;
 - (d) any loss or damage arising out of or related to any quality or quantity deficiencies claimed after the time period specified in the Outturn Protocol;
 - (e) any loss or damage arising out of or related to Grain passing or failing to pass inspection by the DoA inspectors, DoA authorised officers, or similar; any loss or damage arising out of or related to any quality or quantity deficiencies claimed after the time period specified in the Outturn Protocol;
 - (f) any loss or damage arising out of or related to toxic or other chemical residues, other contamination or genetic modification;
 - (g) any indirect or consequential loss (including but without limitation loss of profit, loss of opportunity or loss of reputation), cost, damage or expense suffered or incurred directly or indirectly by the Client as a result of any loss or downgrade of or damage to Grain however caused (including without limitation any loss, cost, damage or expense caused by the failure of the Company to comply with any of its obligations under this Agreement or any negligent act or omission on the part of the Company, its employees or Agents).
- 16.3 In any event, other than in the circumstances described in clause 16.1, the Company's liability in respect of providing the Services under this Agreement, whether in tort or in contract, will not exceed \$100,000 in respect of any one or a series of related events and \$250,000 in aggregate claims during the Term.
- 16.4 To the extent permitted by law the Company excludes all conditions and warranties implied at law or by statute relating to the obligations of the Company under this Agreement.
- 16.5 The Company's liability under any non-excludable implied condition or warranty is limited to:
- (a) in the case of services, the lowest of the costs of supplying the services again and having the services supplied again; and
 - (b) in the case of goods, the lowest of the costs of replacing the goods, acquiring equivalent goods or having the goods repaired.

17. Indemnity

- 17.1 The Client will indemnify the Company and keep the Company indemnified from and against all losses, costs, damages, expenses, charges and surcharges suffered or incurred by the Company arising directly or indirectly out of or in relation to:



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(a) any breach, non-observance or non-performance by the Client of any of its obligations under this Agreement;

(b) any claim by a third party relating to the Client Grain;

except to the extent that the gross negligence of the Company contributed to the losses, costs, damages, expenses, charges or surcharges.

18. Variations

18.1 No variation to this Agreement is valid or has any effect unless agreed in writing by both the Client and the Company.

19. Termination

19.1 This Agreement may be terminated by the Company with immediate effect if:

(a) an Insolvency Event occurs in relation to the Client; or

(b) the Client commits a breach of any term of this Agreement, and

(c) the Client fails to remedy that breach within a period of not more than 30 days after the Company gives the Client written notice of that breach.

19.2 Subject to clause 2.4, within 28 days of termination of this Agreement, the Client must remove any Client Grain from the Port Terminal. The Company may dispose of any Client Grain still remaining after that time. Surplus proceeds, from the sale of that Client Grain after deducting costs incurred by the Company in its disposal and for amounts owing to the Company, will be returned to the Client.

19.3 Termination will not affect any rights or remedies accrued to a Party under this Agreement.

19.4 Notwithstanding any other provisions of this Agreement, the Company may refuse to provide Services, including to Outturn Client Grain, if the Client has not paid any amounts owing to the Company pursuant to clause 11 of this Agreement.

20. Force Majeure

20.1 For the purpose of this Agreement, a "**Force Majeure Event**" affecting a Party means anything outside that Party's reasonable control including without limitation:

(a) accident, fire, adverse extreme weather conditions, flood, tidal conditions, earthquake, explosion, 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) Industrial Disputes or any other form of labour dispute or labour shortage;

(c) breakdown, damage or destruction of the Port Terminal or ship-loader;

(d) failure, disruption or delay in transportation;

(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,



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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 or Clients).

20.2 If a Party is wholly or partially precluded from complying in the normal manner required by this Agreement with its obligations under this Agreement by a Force Majeure Event (in this clause 20 called the "**Affected Party**"), then the Affected Party's obligations to perform in accordance with the terms of this Agreement, will be suspended for the duration of the Force Majeure Event.

20.3 As soon as possible after the Force Majeure Event arises, the Affected Party must notify the other Party of:

- (a) the nature of the Force Majeure Event;
- (b) the cause of the Force Majeure Event;
- (c) which obligations the Affected Party believes it is wholly or partially precluded from complying with as a result of the Force Majeure Event (in this clause 20 called the "**Affected Obligations**");
- (d) the extent to which the Force Majeure Event precludes the Affected Party from performing the Affected Obligations;
- (e) the expected duration of the delay arising as a result of the Force Majeure Event;
- (f) the steps that are being taken to minimise the impact of the Force Majeure Event; and
- (g) 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.

20.4 Upon receiving a notice under clause 20.3 the Parties will meet to discuss and agree:

- (a) what action can be taken to minimise the effect of the Force Majeure Event on the performance by the Affected Party of the Affected Obligation;
- (b) whether the Affected Party is able to work around the Force Majeure Event either to prevent the delay in the performance of the Affected Obligations or to minimise the impact of that delay; and
- (c) what modifications or additions to the terms of this Agreement or any other agreements between the Parties (including without limitation any modifications or additions relating to the appointment of any additional costs) are required to give effect to any proposal to minimise the effect of the Force Majeure Event.

20.5 The Affected Party must keep the other Party fully informed of its plan to minimise the effect of the Force Majeure Event; and subject to reaching agreement concerning any modifications or additions required to give effect to any proposal to minimise the effect of the Force Majeure Event:

- (a) comply with all reasonable requests made by the other Party relating to the prevention or minimisation of the impact of the Force Majeure Event; and



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- (b) use all reasonable endeavours to resolve, and minimise the impact of, the Force Majeure Event.

20.6 An obligation to pay money to the Company is never excused by a Force Majeure Event.

20.7 In relation to an Industrial Dispute, the requirement to use all reasonable endeavours to resolve or minimise the impact of the Force Majeure Event will not require either Party to settle any strike, lockout, boycott or other dispute or claim, or any demand by a third party, on the terms contrary to the wishes of that Party.

21. Dispute Settlement

21.1 The Parties will endeavour to resolve any dispute concerning the terms of this Agreement between themselves, including where necessary escalating the dispute for negotiation between senior representatives from both Parties.

If the dispute is not resolved within ten Working Days, the dispute must, unless the Parties agree otherwise, be submitted to mediation whereby:

- (a) the mediator will be appointed by agreement of the Parties, or if not agreed, through appointment by the President of the NSW Chapter of the Institute of Arbitrators and Mediators of Australia (IAMA);
- (b) the mediation will be conducted under IAMA rules, unless otherwise agreed;
- (c) each Party will bear their own costs in relation to the preparation for and attendance at the mediation and will share the costs of the appointed mediator;
- (d) the mediation will be held in Sydney, unless otherwise agreed;
- (e) the mediation process will terminate within 20 Working Days of the appointment of the mediator.

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

- (a) each Party will 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.

22. Notices

Any notice to be served under this Agreement will be sufficiently served personally or if delivered or left addressed to the relevant Party at or forwarded by pre-paid post to its registered office for the time being or last known place of business and a notice sent by post will be deemed to have been given at the time when it ought to have been delivered in the ordinary course of post.

23. Assignment

The Client may not assign or novate this Agreement or any part of it. The Company may assign this Agreement or any part of it or otherwise delegate all or any of its rights and obligations under this Agreement upon notice to the Client.



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24. Costs

The Company and the Client must pay their own cost of preparation of this Agreement. The Client must pay any stamp duty and other taxes payable in respect of this Agreement or anything arising under it.

25. Compliance with Laws

25.1 The Client will at the Client's cost:

- (a) obtain and maintain any necessary licenses and approvals; and
- (b) comply with all Acts, Regulations, By-laws and other Legislation; and
- (c) comply with all lawful restrictions, directions, orders, notices or instructions given or made by any Body, Authority, Port Authority or the like acting under any Acts, Regulations, By-laws or other Legislation, relating specifically to the Grain and the export of the Grain.

26. Governing Law

This Agreement and the rights and liabilities of the Parties under this Agreement will be governed by the law of the State of N.S.W. The courts of Sydney will possess territorial jurisdiction to hear and determine any cause of action arising under this Agreement.

27. No Endorsement

27.1 The Client must not (without the prior written consent of the Company):

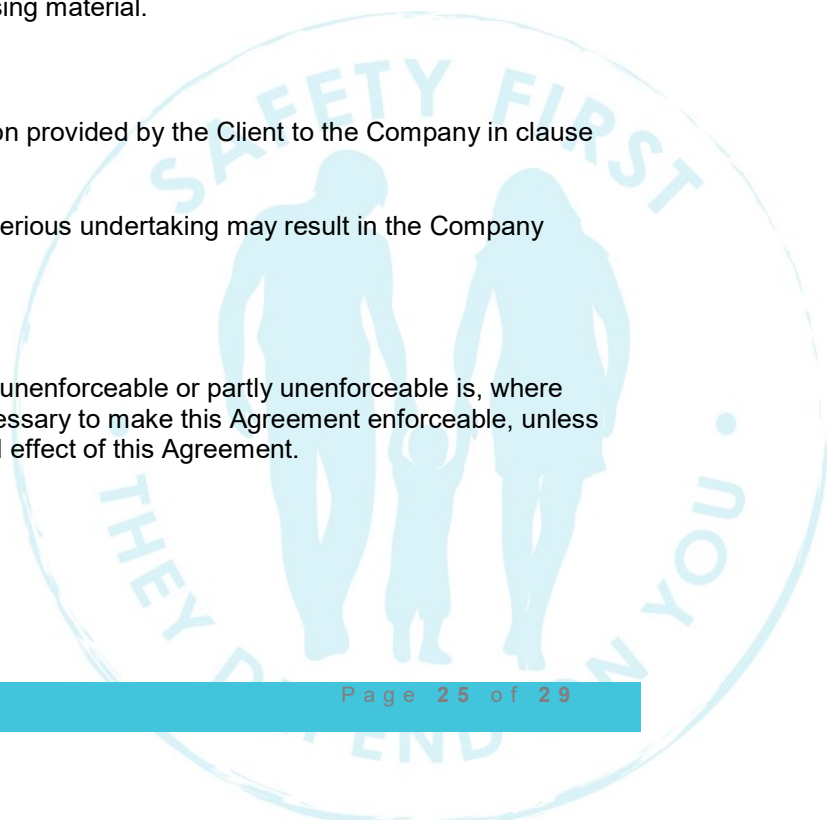
- (a) make any reference, comment or statement either written or oral, that could be construed as an endorsement by the Company of the Client or of the Client's products or services; or
- (b) refer to the Company or the Services provided by the Company to the Client in any publication, promotional or advertising material.

27.2 The Client acknowledges that:

- (a) the Company will treat the obligation provided by the Client to the Company in clause 27.1 as a serious undertaking; and
- (b) it is aware that any breach of this serious undertaking may result in the Company suffering damage.

28. 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.





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29. Waiver

- 29.1 The failure by any Party at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of those powers, remedies or rights or affect the Party's rights to enforce those powers, remedies or rights at any time.
- 29.2 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.

30. No Partnership

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





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Schedule A – 2022/23 Charges

Charge Type (per tonne unless otherwise stated)	Wheat	Barley*	Oilseds*
Booking Slot Fee	\$11.00	\$11.00	\$11.00
Receival – Road	\$8.00	\$8.00	\$10.00
Receival – Rail	\$6.00	\$6.00	\$8.50
Grower Receival (subject to approval)	POA	POA	POA
Shrink:			
Client Receival	0.40%	0.40%	0.40%
Grower Receivals	0.70%	0.70%	0.75%
Dust (on Outturn)	0.10%	0.10%	0.10%
Ship Loading	\$10.75	\$10.75	\$10.75
Export Inspection	\$0.50	\$0.50	\$0.50
Stevedoring Charge	\$1.00	\$1.00	\$1.00
Storage (per week after week 3)	\$1.25	\$1.25	\$1.25

* Bookings require prior approval

Other Charges (per tonne unless otherwise stated)	Charge
Methyl Bromide Fumigation (silo wheat equivalent capacity)	\$4.00
Title Transfer	POA
Blending	\$2.50
Re-grade	\$5.00
Falling Number Test (per test)	\$75.00
Flow Path Cleaning (per clean)	\$3,000
Certificates (per certificate)	\$150
Re-delivery	As per Receival Charges
Sample Requests (per sample)	\$100
Cancelled Shipping Shifts (per shift)	\$4,000
Cancelled Receival Shift (per shift)	\$2,000
Vessel Failed Survey	\$3.00
Berth Hire (charged by the Company)	\$0.93



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EXPLANATORY NOTES TO SCHEDULE A

Quattro Port Kembla Facility Charges

Booking Slot Fee – applies to shrunk tonnes

This Charge applies to the booking of nominated shipping capacity. Quattro Ports will assess booking applications in accordance with the Port Loading Protocols published on its website. This is a non-refundable charge.

After vessel loading:

- 1) If loaded tonnes is less than the nominated shipping capacity booked - a credit will be issued to the Client to adjust for loaded tonnes up to a cap of 10% of the nominated shipping capacity booked.
- 2) If loaded tonnes is greater than the nominated shipping capacity booked - a further Charge will apply for all loaded tonnes in addition to the nominated shipping capacity.

Receival - applies to receival tonnage (i.e. pre-shrunk tonnes)

This Charge applies to all Grain received 24 hours per day and covers the services of receival, weighing, sampling, classifying and elevation into storage and also the first 3 weeks of storage. It is for Client Receival orders.

Grower Receival - applies to receival tonnage (i.e. pre-shrunk tonnes)

This Charge applies to all Grain received ex-farm 24 hours per day and covers the services of receival, weighing, sampling, classifying and elevation into storage. Grower receivals must be delivered to a shipping Client against a client purchase contract. Growers cannot deliver direct into storage at the Port Terminal.

Client Receival non Approved Storage - applies to receival tonnage (i.e. pre-shrunk tonnes)

This Charge is in addition to the Receival charge and applies to all Grain received 24 hours per day to Client Receivals from storages that are not approved by Quattro Ports. The list of Quattro Ports Approved Storages is available from Quattro Ports. Ex-farm deliveries are received as Grower Receivals.

Shrink - applies to receival tonnage (i.e. pre-shrunk tonnes)

Shrink will be deducted at the time of Receival from deliveries into the Port Terminal.

Dust - applies to exported tonnage

Dust will be deducted at the time of export Outturn to Ship.

Ship Loading – applies to shrunk tonnes

Covers untrimmed loading of Grain into vessels from the Port Terminal 24 hours per day. It also covers shipping related positioning, preparation and any related documentation.

Trimming of a cargo may incur additional charges. Charges will be subject to vessel configuration. Fumigation charges, port charges, stevedoring charges and any blending or shipping variation charges are additional to this charge.

Export Inspection – applies to shrunk tonnes

This Charge covers the inspection of Grain loaded into ships where the service is performed by Quattro Ports Authorised Officers.

Stevedoring – applies to shrink tonnes

This Charge covers the provision of Stevedoring services for the vessel loading.

Storage – applies to shrunk tonnes

Applies to all Commingled Grain in storage as at the start of business each Monday after the first 3 weeks of storage. Additional charges for storage of non-Commingled Grain will apply.

Fumigation – applies to shrunk tonnes

This Charge applies to the capacity of a storage unit (cell, shed,) in which the Grain is to be fumigated, not the tonnage of Grain received and stored, where:



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- i. a Client requests a fumigation;
- ii. live grain insects or any insect subject to quarantine or export restrictions are detected at any stage either during the receival process, while in storage, during or after the loading of the grain onto export vessels, shipping containers or road transport; or,
- iii. in exceptional circumstances and at Quattro Port's sole discretion, Quattro Ports accepts infested Grain and fumigates the infested Grain.

Title Transfer – applies to shrunk tonnes

Applies to In-Store Transfers and is payable by the buyer.

Blending – applies to shrunk tonnes

This Charge will apply where Binned Grades that have been binned separately by Quattro Ports are, at the request of the Client, mixed together. Mixing will have occurred if previously identifiable Binned Grades are no longer able to be separated back into the original Binned Grades. This charge applies to mixing within the Quattro Ports facility or during the outturn process. The blending charge will also apply if the Client directs that different Binned Grades are Outturned into the same storage vessel of any transport unit. The charge does not apply to tonnage of the major grade.

Re-grades – applies to shrunk tonnes

Applies to all Client requested regrades across grades or across seasons. The Company will not undertake regrades that may compromise outturn quality at the Port Terminal.

Falling Number Test

Applies to any load of Grain requiring the use of the "falling number test" method to determine or confirm the grade. Testing may be applied at Quattro Ports' discretion to loads exhibiting signs of weather damage including shot and sprouted grains or where in the sole opinion of the Company the testing is necessary to ensure the quality integrity of Grain being accumulated.

Flow Path Cleaning

Applies where:

- i. any Grain handled for the Client is subsequently found to contain contaminants or properties in excess of the grade specifications or levels of contaminants or other properties not permitted under export or quarantine regulations.
- ii. Export regulations require that the flow path/s used to handle commodity require cleaning.
- iii. Delays to commencement or continuity of shipping due to factors outside of Quattro Ports control such as vessels failing survey or delays in cargo accumulation may result in additional Flow Path Cleaning events and costs.
- iv. Grain being handled for the Client is found to contain any contaminant or physical property which Quattro Ports determines in its complete discretion presents an unacceptable risk.

Cancelled Shifts

Applies where scheduled operations have been delayed or cancelled resulting in cancellation of a shift. Quattro Ports will attempt to mitigate such costs by reallocation of labour to other operations but if, in the sole opinion of Quattro Ports, this is not possible the charge will apply.

Vessel Failed Survey

Applies where the vessel is unable to load as planned on the latest load date provided on Quattro Ports' shipping stem because the vessel fails to pass marine or DoA survey.

