



**QUEENSLAND  
BULK TERMINALS**  
A WILMAR GAVILON COMPANY

**Queensland Bulk Terminals Pty Ltd**

**Facility Services Protocol**

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These Facility Services Protocols apply to the handling of Product handled through the Port Facility owned by Queensland Bulk Terminals Pty Ltd (QBT) and situated at 156 Colmslie Road Murarrie, Queensland (the “Facility”). This document sets out the processes and procedures which QBT will apply to order and manage vessels for loading.

In order to become a client of QBT, an exporter (the “**Client**”) must first enter into a Bulk Storage and Handling Agreement, Container Packing Agreement or other such Agreements requiring the use of the Port (“**Agreement**”) with QBT.

Any terms not otherwise defined in these Protocols will have the same meaning as defined in the Agreements.

## 1. Definitions and interpretation

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### 1.1 Definitions

The following definitions apply unless the context otherwise requires or if not defined in this Protocol have the same meaning as those defined in the Bulk Storage and Handling Agreement, Container Packing Agreement or other such Agreements for the relevant season:

**Agreement** means a Bulk Storage and Handling Agreement, Container Packing Agreement or other such agreements that may require exporting product from the terminal.

**Annexure A** means the Annexure A attached to this document.

**BAN** means Booking Acceptance Notification in which QBT provides an ‘offer’ to confirm the booking of Outturn Tonnage at the Facility during the nominated Outturn Period to the Client.

**Booked Outturn Tonnage** means the amount of product (in metric tonnes) that QBT agrees to outturn to the Client.

**Booking Fee** means the per tonne fee charged by QBT once the Client completes and returns the BAN.

**Client** means an exporter of commodity out of QBT’s Port Terminal that has entered into an Agreement with QBT.

**CBA (Cargo Booking Application)** means application form submitted to QBT via email in which Client requests to book a cargo for outturn during a relevant period.

**Confirmed Outturn Period** means the period of time in which the required outturn tonnage is confirmed by QBT to outturn the Client’s product.

**ETA** means estimated time of arrival.

**ETA Nomination** has the meaning given in clause 5.1 which is the Estimated Time Of Arrival of the vessel within the Laycan.

**Laycan** means a period of time from one date to another advised by the Client to QBT within which a vessel is ordered or expected by the Client to arrive at the Facility to commence loading.

**Nominated Vessel** means providing to QBT the name of the vessel to comply with requirements of this **Outturn Tonnage**.

**Outturn Tonnage** means the number of tonnes of Product cargo QBT agrees to outturn on behalf of the Client.

**Outturn Period** means a period of 30 days, and then reduced to 15 day period within 60 days from the commencement of the Outturn Period.

**Office Hours** means 8:00 am to 4:00 pm AEST, Monday to Friday excluding public holidays in Brisbane.

**Port Loading Statement (PLS)** means a list of grain vessel loading information shown on the Facility webpage.

**Site Assembly Plan** means a plan for the assembling Product at the Facility for the outturn of Product onto a Vessel.

**TBA** in relation to this document means “to be advised”.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause, schedule, and annexure is a reference to a clause of, or schedule or annexure to this Protocol.
- (e) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (f) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.

## 2. Cargo Booking Process

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- 2.1 In order to establish a load date for a vessel, the Client must firstly submit a Cargo Booking Application (CBA) to QBT, for either a named or a yet to be nominated vessel with all mandatory fields completed per clause 3.1.
- 2.2 Following receipt of the CBA, the Client will be advised within 5 business days of QBT's acceptance or otherwise of the proposed booking via a Booking Acceptance Notification (BAN).
- 2.3 A CBA must be submitted to QBT no less than 60 days prior to the commencement date of the requested Outturn Period.
- 2.4 QBT in its sole discretion may accept a CBA received less than the designated time period required for lodgement referred to in clause 2.3.
- 2.5 Bookings accepted by QBT are allocated to the Client and are not transferable to any other entity (included related corporate) or person unless agreed by QBT.
- 2.6 The Client upon being notified of QBT's acceptance via the Booking Acceptance Notification (BAN) will return signed confirmation of the BAN within 2 Business days.
- 2.7 QBT will issue an invoice for the Booking Fee (based on the nominated outturn tonnage) for which the Client will furnish in full the payment of a non-refundable Booking Fee within 7 business days from issue of invoice.
- 2.8 The Booking Fee payable is in addition to any other fees that may be applicable to the receipt, storage, and outturn of product in relation to the nominated cargo outturn.
- 2.9 Non receipt of the Booking Fee within the requisite time may at QBT's sole discretion result in the Cargo Booking being cancelled.

### **3. Cargo Booking Application – Required Information**

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- 3.1 A CBA must contain upon application the minimum following information:
- (a) A requested Outturn Period that may consist of either,
    - (i) A 15 day period within the confirmed outturn period nominated 60 days prior to the commencement of the confirmed outturn period.
    - (ii) A period of 30 days subject to approval by QBT on a case by case scenario.
  - (b) Cargo details including the product/(s) and grade/(s).
  - (c) Maximum nominated Outturn Tonnage.
- 3.2 If the Client has available additional information regarding the Vessel and the Product specifications, the Client is to provide such information on the CBA.
- 3.3 The Client has until 21 days prior to the commencement of the Confirmed Outturn Period to furnish additional information so requested on the Vessel Nomination Form.
- 3.4 Should the information required at clause 3.1 not be supplied at that time, QBT may at its sole discretion; cancel the booking and the Booking Fee will be forfeited.
- 3.5 After receiving acceptance from the Client of the BAN, the Client must submit a Site Assembly Plan (SAP).

### **4. Site Assembly Plan**

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- 4.1 Within 60 days of ETA the Client must forward to QBT a Site Assembly Plan (the *SAP*), which specifies, among other things:
- (i) the product;
  - (ii) the grade(s)/specifications;
  - (iii) Origin of the product (including name of storage provider and location);
  - (iv) the estimated period for accumulation;
  - (v) Requested hours of operation of QBT's facility (if outside of standard operating hours).

### **5. Vessel and ETA Nomination – Minimum 21 Day Notice (Vessel Nomination Form)**

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#### **5.1 Lodgement of Nomination**

- (a) No later than 21 days prior to the commencement of the Requested Outturn Period, the Client must lodge with QBT a fully completed Vessel Nomination Form and attach any other relevant information that QBT would require to load the vessel.
- (b) Failure to lodge an ETA Nomination by the required notice period may result in the booking being cancelled and the booking fee being forfeited.
- (c) At the request of a Client, QBT in its sole discretion may vary or waive the minimum notice periods stated in Clause 5.1 (a).

## **5.2 Substituting Nominated Vessels**

- (a) The Client may, by submitting an updated VNF, substitute a Nominated Vessel with another vessel for the Booked Outturn Tonnage during the confirmed Outturn Period.
- (b) QBT in its sole discretion may accept any variation to the Booked Outturn Tonnage and charge any additional fees so applicable.
- (c) If the substituted vessel falls outside of the Confirmed Outturn Period, then QBT may at its sole discretion accept the vessel at the Berth and the Client may be required to pay a new Booking Fee and any other relevant charges.

## **6. Assigned Load Out Date**

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- 6.1** Following the nomination per clause 5 and within 2 business day of receipt of the VNF, QBT will notify the Client of an Assigned Load Out Date, which is the date on which QBT has scheduled the commencement of vessel loading. This is the Estimated Load date shown on the Port Loading Statement.
- 6.2** QBT reserves the right to change the Assigned Load Out Date and will notify the client immediately of any such decision.
- 6.3** The Client within 5 days of ETA, must submit to QBT a Load Plan including Loading Sequence.

## **7. Vessel Authority to Load**

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- 7.1** Prior to calling a vessel to Berth, QBT will forward to the Client an Authority to Load Form for the Client's approval.
- 7.2** The Authority to Load will include all information relating to the Client's cargo.
- 7.3** The Client must approve the Authority to Load and return it to QBT no later than 48 hours from the Confirmed Load Out Date.

## **8. Readiness of Cargo**

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- 8.1** No later than 48 hours prior to the Confirmed Load Out Date, the Client must have physically accumulated the Nominated Outturn Tonnage for each Grade to be loaded onto the Client's vessel.
- 8.2** The minimum 48 hour time period in 8.1 may be increased dependent on the Client's or Facility's fumigation requirements.
- 8.3** If sufficient product has not been accumulated prior to the minimum 48 hours period, then the Client will be liable for all receipt, storage, outturn and any other applicable fees that would be reasonably expected to have been invoiced if the Client would have accumulated the required tonnage.

## **9. Vessel Readiness to Load**

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### **9.1 To Load – In Transit Marine Survey**

- (a) If QBT assesses that a vessel presents a higher than acceptable risk of failing a Marine, AQIS or related survey required under Regulation, QBT may request that the Client provide assurance of

the fitness or readiness of a vessel to load by submitting an 'in transit' marine surveyor report, either at the previous discharge port or at anchor at the Load Port.

- (b) QBT may refuse to accept a vessel 'alongside' to present for the Marine, AQIS or related survey required under Regulation if such a request is not complied with, within three (3) Business Days.
- (c) Any costs incurred in relation to Clause 9.1, shall be the responsibility of the Client.

## 9.2 Vessels Failing Regulatory Survey

- (a) The Client is responsible for the condition and state of readiness of vessels for loading and for a vessel passing relevant Marine, AQIS and any other survey required by regulation relating to the export of Product from Australia.
- (b) In the event of the Client's vessel failing a Marine, AQIS or other survey that may be required by regulation, QBT reserves the right to give berthing and outturn priority to other vessels on its Shipping Schedule, and to assign any vessel that has failed a survey, which is re-presented for loading, a new Assigned Load Out Date.
- (c) Where a vessel fails Marine, AQIS or other survey and loading is delayed a new outturn date will be assigned and the Client will be charged additional Storage fees and any other applicable fees required to outturn the product.
- (d) Where a vessel is not able to load until after the Confirmed Outturn Period, loading priority will be given to vessels that have confirmed bookings in the relevant outturn period.

## 9.3 Late or Cancelled Named Vessels

- (a) If a vessel fails to be available for loading within ten (10) days of the Assigned Load Date, or if a vessel has been cancelled by the Client then:
  - (i) A non-refundable fee of \$10 per mt will apply for non-shipment
  - (ii) All **Product** at the Facility accumulated for a vessel that is late or cancelled, will accrue additional storage charges (in addition to the standard storage charges detailed in *Annexure A of relevant Agreements*).
  - (iii) Any additional fees accrued are payable prior to the outturn of the relevant product to a vessel or other transport.
- (b) Where less than 90% of the confirmed nominated tonnage is presented for loading, QBT reserves the right to charge all receipt, storage, outturn and other applicable fees than would have been charged as if the outturn had occurred in full.

## 10. Outturn Tonnage

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- 10.1** Where the total tonnage loaded onto the vessel is greater than the maximum Outturn Tonnage nominated on the CBA, then QBT will invoice the Client the difference between the actual tonnage out loaded and the original booking fee.

## 11. Completion of Outloading of Product

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- 11.1** Where QBT is unable to complete the load out of product where the vessel has presented the Notice of Readiness within four (4) days from the last day of the Confirmed Outturn Period due to factors within the



control of the Client, QBT will charge an additional Booking Fee for the actual tonnage outturn past the relevant period.

## **12. Change to Confirmed Outturn Tonnage**

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- (a) Where the Client wishes to decrease or increase the Confirmed Outturn Tonnage, they must submit to QBT a request for changed Outturn Tonnage and revised CBA.
- (b) QBT at its sole discretion will either confirm acceptance or rejection of the requested change to Outturn Tonnage.
- (c) QBT will also at the time of acceptance of the change referred to in clause 12 (a) advise the Client of any applicable charges.

## **13. Product Accumulation**

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### **13.1 Insufficient Product Accumulated to Load Vessel**

- (a) The Client shall accept full responsibility for the accumulation of all cargo tonnage at the Facility, providing the Facility has provided sufficient intake capacity during the accumulation period.
- (b) If the Client has not accumulated sufficient product to complete loading of the vessel, QBT will discuss with the Client available options.
- (c) If the Vessel has berthed and passed all required Marine, AQIS or other relevant surveys, QBT may either:
  - (i) commence to load the vessel with the Client's Product in compliance with the directions of the Vessel's captain and or stevedore to ensure the stability of the vessel or
  - (ii) Order the vessel to move off berth (at the Client's expense), if the next vessel on the Shipping Schedule is ready to berth and has sufficient cargo tonnage accumulated to commence and complete loading.

In this circumstance a vessel will only be allowed back onto the berth, when the Client has accumulated sufficient product to allow QBT to load out the confirmed Outturn Tonnage.
  - (iii) Additional fees and charges are applicable.

## **14. Request for a change to Confirmed Outturn Period**

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- 14.1** A Client may apply to amend the Confirmed Outturn Period (excluding the shortening of the time period to 15 days) and QBT may where practicable amend the Confirmed Outturn Period. A change to a Confirmed Outturn Period to shorten the period to the mandatory 15 days must be made no later than 21 days from the commencement of the Confirmed Outturn Period.

## **15. Notification of Changes in Outturn Period and Load Out Dates**

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- 15.1** QBT will endeavour to ensure that the Client's Outturn Period and Load Out Date will be held for the Client. However, in certain circumstances, QBT may make changes to the Outturn Period or Load Out Date for the following reasons:

- (a) If the cargo is not exportable or ready to be out turned by the relevant Load Out Date;
- (b) If a Force Majeure event occurs;
- (c) If a vessel fails to pass required marine and Australian Quarantine and Inspection Service port surveys;
- (d) If poor or dangerous weather requires the Outturn Period or Load Out Date to be delayed in the interests of safety;
- (e) If there is a change to the ETAs of the Client's vessel or others in the queue;
- (f) If the Client has not complied with the relevant notice periods within this document;
- (g) If QBT has not received the Client's authority to load and or has not accumulated sufficient product to load;
- (h) If the Client fails to pay any storage or handling charges due and payable.

**15.2** In the event of a change in the Client's Outturn Period or Load Out Date, QBT will provide notification to the Client in writing.

## **16. Vessel Loading Order**

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**16.1** Where a Client's vessel is delayed due to:

- (a) late arrival or is cancelled (Clause 9.3),
- (b) vessel fails regulatory or related surveys (Clause 9.1 & 9.2), or
- (c) Client failing to accumulate sufficient Product to complete loading (Clause 13)

QBT shall have the right to change the Assigned Load out Date (Clause 16) of a vessel or to change the order in which vessels are loaded per the Port Loading Statement.

**16.2** QBT shall notify all affected parties in writing of any such changes as soon as is practically possible.

## **17. Conditions of Services**

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### **17.1 Events beyond QBT's control**

- (a) The Client acknowledges and accepts that there may be matters and events beyond QBT's control, including but not limited to:
  - (i) changes in vessel scheduling and arrival or departure times;
  - (ii) failure of vessels to pass any quarantine requirements or other inspections, product quality related matters, berth congestion, etc;
  - (iii) delays due to freight or other service providers and rain or high winds that prevent vessel loading which means QBT cannot guarantee that cargo tonnage will be ready for loading, as scheduled.
- (b) QBT will, where reasonably possible, try to avoid any changes or delays;
- (c) The Client will be advised immediately when changes or delays occur.

### **17.2 Dust Emissions**

- (a) QBT has the right to mitigate dust emissions at the Facility including moisture conditioning of product.

## **18. Failure to Provide all Relevant Information within specified periods**

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In circumstance where the Client fails to provide the relevant information within the specified time periods as nominated in this document, QBT may cancel the Cargo Booking and the Client forfeits the Booking Fee.

## **19. Dispute resolution**

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- 19.1** In the event that the Client disputes QBT's adherence to these Protocols, the Client should in the first instance contact the Terminal Manager. Dispute resolution procedures per Clause 21 of the Agreement are to be followed.

### **19.2 Notices**

- (a) All notices referred to in this document must be completed and emailed to the email address as listed at clause 19.3

### **19.3 Address for forms/notices:**

[portoperations@wilmargavilon.com](mailto:portoperations@wilmargavilon.com)

## **20. Review of these Protocols**

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QBT may vary these Protocols from time to time for business purposes and will notify Clients by giving 30 days' notice.

## **21. Documents Received Outside of Office Hours**

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- 21.1** Documents/Forms received by QBT outside of business hours (8:00 am to 4:00 pm AEST) Monday to Friday or on public holidays are taken to have been received at the commencement of the next business day.

## ANNEXURE A

The Facility may (at its' sole discretion) accept electronic communication of the following forms via email if the email contains the information required at each step in the process. The Client acknowledges that information or Authority provided to the Facility via email may be accepted by the Facility in lieu of the forms specified in Annexure A, Table 1.

**Table 1**

Required Action	Form Name	Short Name	Responsibility	Timeline
Booking of Cargo	Cargo Booking Form	CBA	Client	No less than 60 days from commencement of requested
Notification of Booking	Booking Acceptance Notification	BAN	QBT	Within 5 days of receipt of CBA
Confirmation of Acceptance of Booking	Booking Acceptance Notification	BAN	Client	Within 2 business days of receipt of BAN from QBT
Booking Fee	Invoice		QBT	Payment within 7 days of issue
Site Assembly Plan	Site Assembly Plan	SAP	Client	No less than 60 days prior to commencement of Outturn Period
15 day window on Shipping Schedule				60 days from commencement of Outturn Period
Vessel Nomination, ETA and Laycan	Vessel Nomination Form	VNF	Client	No less than 21 days from commencement of Outturn
ETA updated at regular intervals				14 days, 10days, 7 days, 5, 4,3, 2 ,1 from ETA
Ship Loading Sequence	Load Plan		Client	Within 5 days of Load Date
Readiness of Cargo	Authority to Load Form	ATLF	Client	Within 48 hours of Load Date