

# Australian Bulk Alliance (ABA) Receival Service Terms and Conditions

**The signature by the Grower or the Grower's Carrier/Agent ("Agent") on the front of any Transaction Weighnote confirms the Grower's acknowledgement and acceptance that:**

- (a) The Grower has read and fully understands these terms and conditions.
- (b) In the absence of manifest error, all of the information on the front of a Transaction Weighnote (the final printed or written record provided by ABA showing the details of the delivery including, but not limited to classification, quality and weight) is accurate and will be accepted by the Grower and ABA nor the Owner (a person who uses the Company's Sites for the storage of grain, [but not including a Grower] and who purchases the commodity) will accept responsibility or liability for any losses that may result from defective classification.
- (c) If the whole or any part of the commodity to which a Transaction Weighnote relates is to be Warehoused, ABA's Standard Warehousing Terms and Conditions (as at the date of this weighnote) will apply to the quantity that is to be Warehoused.
- (d) If the whole or any part of the commodity to which a Transaction Weighnote relates is to be sold, the purchase option price as offered by the Owner and printed on the Transaction Weighnote shall be final, provided that it corresponds exactly with the actual purchase option price ("the actual price") advised to ABA by the Owner. In the event that the purchase option price on a Transaction Weighnote differs from the actual price, the price shall be amended to the actual price effective on the date of the Transaction Weighnote.
- (e) The Grower / Agent agrees to be solely responsible for ensuring compliance with all relevant mass limits prescribed by legislation or regulation for the vehicles used when carrying Commodities to or from an ABA site and agrees to indemnify and keep ABA indemnified against all damage and expenses incurred by ABA , and all actions, claims and demands which may be made against ABA that arise in connection with any non-compliance any maximum mass limit prescribed by legislation or regulation for the vehicle used.
- (f) The Grower / Agent agrees to indemnify and keep ABA and the Owner indemnified against all damages, costs and expenses incurred by ABA or the Owner that arise in connection with any substance or contaminant on or in the commodity that does not conform with the ABA and Owners Receival Standards, which includes but is not limited to non-approved chemicals or those approved which have been applied in excess of recommended rates by any means, whether accidental negligent or deliberate actions prior to delivery.
- (g) Subject to (h) below, title to Commodities delivered to an ABA site passes to the Owner upon signing by the Grower / Agent of the Transaction Weighnote.
- (h) Where the Grower or Agent has failed to sign any particular Transaction Weighnote, but has nevertheless delivered the commodity to which the Transaction Weighnote relates into ABA site storage, the Transaction Weighnote will be deemed to have been duly signed at the time the Total Nett weight was printed onto the Transaction Weighnote.
- (i) The Grower warrants that unless otherwise declared, the commodity delivered is free from liens or other encumbrances.
  - **The Grower/ Agent is advised to check all details on the front of the Transaction Weighnote.**
  - **Later claims for re-assessment of weights after signing of the weighnote will not be considered.**
  - **The Grower/ Agent must declare if the Commodity being delivered is a genetically modified variety.**
  - **The Grower/ Agent must declare all chemicals that have been applied to the commodity being delivered.**
  - **Receival service will not be provided in respect of a Commodity that has been treated with a pickling compound, or any other treatment that has not been approved in writing by ABA.**