

LINX



Adelaide Stevedoring Wheat Demand Management Policy and Reference Pricing

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1. INTRODUCTION

The following Policy applies to the handling of bulk wheat shipments at Berth 29, Outer Harbour, where LINX Stevedoring Pty Ltd (ABN 44 007 427 652) (**LINX**) currently offers ship loading services for wheat.

LINX provides this information in accordance with Schedule 1, Part 8 and 9 of the Competition and Consumer Industry Code—Port Terminal Access (Bulk Wheat) Regulation 2014.

2. DEFINITIONS AND INTERPRETATION

Driver Over Hopper means specialised bulk product discharge equipment as supplied by the Customer

ETA means estimated time of arrival

ETD means estimated time of departure

Services Agreement means an individual contractual agreement with a Customer for the supply of Stevedoring services

Ship Loader means the ship loader equipment owned and operated by LINX

Stevedoring Services means the provision of stevedoring labour and management of stevedoring activities

3. MANAGEMENT OF DEMAND BACKGROUND

LINX do not operate a port terminal at Outer Harbour.

LINX currently operate a mobile Ship Loader out of Flinders Ports' common user facilities at Berth 29, Outer Harbour.

There is no on-site storage of wheat, as the product is delivered by transport to the wharf loading location and discharged into customer owned drive over hoppers, before being loaded by the LINX Ship Loader.

Given this is a Stevedoring Services only arrangement with an individual exporter, the following information constitutes our Demand Management Policy.

4. DEMAND MANAGEMENT

Capacity will be allocated on a first come first served basis subject to:

- availability of the Ship Loader, taking into account existing contractual commitments;
- availability of Flinders Ports' capacity at Berth 29, Outer Harbour; and
- an agreed contract is in place between LINX and the Customer – LINX's General Terms and Conditions.

5. CARGO BOOKING PROCESS

The Customer is responsible for all vessel and port related bookings and will liaise directly with shipping service providers and port terminal operators as required.

The Customer is responsible for supplying the necessary equipment (Drive Over Hopper), or otherwise arranging with LINX to procure the necessary equipment, in order to facilitate Stevedoring Services in relation to vessel loading.

The Customer is responsible for coordinating transport operations for the delivery of wheat to the port, to facilitate vessel loading.

The Customer will supply to LINX, all shipping information including ETA and ETD timing, cargo type and quantity and load out dates.

LINX are responsible for all stevedoring operations, including the operation of all customer supplied equipment, in conjunction with the Ship Loader.

The Customer will authorise the Stevedoring Services booking approximately 14 days prior to the vessel ETA, with a final confirmation of the booking closer to vessel arrival.

6. WHEAT LOADING AT PORT ADELAIDE REFERENCE PRICES 2018

FEE	RATE (\$AUD/TONNE)
Loading	8.05

Notes

- The Fee includes the use of the Ship Loader and Stevedoring Services only.
- The Fee is for the loading of wheat only. Fees for the loading of any other grain will be determined upon application.
- The Fee is effective from 1 July 2018 to 30 June 2019.

Exclusions

The following exclusions are applicable:

- (a) The Fee is exclusive of GST.
- (b) The Fee does not include provision of Drive Over Hopper which is required to move the wheat onto the loader. The Customer may procure a Drive Over Hopper to facilitate loading or otherwise LINX may procure a drive-over hopper on behalf of the Customer for which an additional fee will be charged.
- (c) The Fee does not include wharfage or any other port costs which will if applicable be charged in addition to the Fee.
- (d) The Fee does not include delay rates that will be charged in addition to the Fee in the event of any of the following circumstances beyond LINX's reasonable control:

- (i) waiting for vessels;
 - (ii) crane breakdown;
 - (iii) AQIS, Customs, other inspection authority or any other statutory authority;
 - (iv) inclement or adverse weather;
 - (v) berthing delays;
 - (vi) third party delays (including transport delays);
 - (vii) restowing cargo at the request of others;
 - (viii) strikes, lockouts or other industrial action;
 - (ix) demurrage, lines, towage or pilotage,
 - (x) vessel gear issues;
 - (xi) drive-over hopper breakdown;
 - (xii) non-compliance to Maritime Order MO32 or relevant Australian workplace standards; vessel survey.
- (e) The Fee does not include the unloading of rail or road transport.