

# CloudBreak Grain Marketing

## Grain Brokerage

### Agreement and

### Registration

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# CloudBreak Grain Marketing

## Tonnage Agreement and Registration

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*These terms and conditions apply to the rules that govern the services and information provided by CloudBreak Grain Marketing Brokers. You must read, agree with, and accept the terms and conditions before your membership is deemed valid and current. These terms and conditions are subject to change. In the event of their change you will be duly notified.*

**Between:**

TRADING NAME of the main farming entity:

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*hereafter referred to as "you", the "client", "your", "grower" or "Farming Entity".*

Full address:

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Australian Business Number (ABN):

**And:**

TRADING NAME:

**CloudBreak Grain Marketing Pty Ltd**

*Hereafter referred to as "we", "us", "CloudBreak", "CloudBreak Brokers", "CloudBreak Grain Marketing*

Full Address:

**2/4 Church Hill Road  
Echunga SA 5153**

Australian Business Number (ABN):

**46 16 42 50 962**

# Terms of Agreement

Due to legal and insurance obligations, CloudBreak Grain Marketing provides pricing and/or market information to current members and clients only. CloudBreak Grain Marketing is a member of Grain Trade Australia and uses its trade rules when brokering grain and dispute resolution rules in the case of a dispute.

CloudBreak Grain Marketing Brokerage services are available only to, and may only be used by, individuals, partners, companies or organisations who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to persons under 18 years of age. If you do not qualify, you are unable to use our services.

## Permissions

- 2.1 The CloudBreak Grain Marketing website, written permission is required to use any of the graphics or text shown on this website. Registered trademarks are the property of the registered holders.

## CloudBreak Grain Marketing Fees

- 3.1. CloudBreak Grain Marketing will charge a brokerage fee for grain brokerage services provided to you. The price payable for the service is CloudBreak Grain Marketing's quoted price at the time of the client's acceptance of the service.
- 3.2. The quoted price is for the stated grain marketing season, and CloudBreak price list may change in subsequent seasons. You will be notified of this fee increase at the time of engaging our services, this notification will be delivered to you via your preferred medium, whether it be facsimile, email or both, your CloudBreak Grain Marketing Office will also keep a record.
- 3.3. In the event we introduce a new service, the fees for that service are effective at the launch of the service.
- 3.4. You are responsible for paying all fees associated with your CloudBreak Grain Marketing Grain Brokerage (including any goods and services which will be included in amounts billed to you).

# CloudBreak Grain Marketing is a Broker

- 4.1 As CloudBreak Grain Marketing is a broker for the actual transaction between buyers and sellers, and therefore is not a party to the contract between buyer and seller, CloudBreak Grain Marketing bears no responsibility for any claims, demands and damages (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- 4.2 We will send you communications and notices regarding your transactions and communications via your preferred medium, whether it be facsimile, email or both, your CloudBreak Grain Marketing Office will also keep a record. Contracts brokered are between buyers and sellers and are legally binding. You are responsible for ensuring the details of these contracts are exact and precise.
- 4.3 All deals brokered by CloudBreak Grain Marketing Brokers are bound by GTA and Arbitration rules.
- 4.4 CloudBreak Grain Marketing reserves the right to cancel, reject or refuse to accept or act on any Grower's Instructions in its absolute discretion, for any reason, including, without limitation, where the Broker considers in its absolute discretion that compliance with the Grower's Instructions may cause the Farming Entity or the Broker to be in breach of the CloudBreak Grain Marketing Terms and Conditions, this Agreement or the GTA Trade Rules. In the event of such cancellation, rejection or refusal the Broker shall promptly notify the Farming Entity of such an event, and is not required to provide any reasons in relation thereto.
- 4.5 In acting as the Authorised Representative, the Broker acts as agent of the Farming Entity and the Farming Entity remains the principal obligor in respect of any act which the Broker performs as part of our CloudBreak Grain Marketing Tonnage Agreement.
- 4.6 The Farming Entity acknowledges that there may be a delay between the time at which the Farming Entity communicates the Farming Entities Instructions to the CloudBreak Grain Marketing Broker and the time at which the Broker causes that instruction to be actioned.

## Obligations

- 5.1. CloudBreak Grain Marketing does NOT collect any form of payment or commission structure from any grain buyer or grain pool operator from the sale/placement of the sellers' grain. We broker grain in accordance with GTA rules.
- 5.2. Not limited to the following, the Seller's obligations are;
  - 5.2.1. To inform CloudBreak Grain Marketing of the true quality and tonnage of the grain prior to sale.
  - 5.2.2. The Seller should conduct self-credit checks of buyers prior to sale.
  - 5.2.3. If any major production failures or changes occur, you must notify CloudBreak Grain Marketing immediately. On a wash out circumstance you must confirm the transaction with the buyer.

# Confidentiality

- 6.1. The Farming Entity consents to the Grain Broker accessing and using confidential information pertaining to bulk warehouse accounts.
- 6.2. The CloudBreak Grain Marketing Broker agrees to use this information with their utmost discretion and details will remain in the strictest confidence between the Farming Entity and CloudBreak Grain Marketing.

# The Agreement

- 7.1 By signing this agreement, The Farming Entity is bound to adhere to the CloudBreak Grain Marketing Brokerage Agreement Terms and Conditions.
- 7.2 Either party reserves the right to cancel the Membership Agreement.
- 7.3 This Agreement is not time-bound, this Agreement will remain in place until such time as either party terminate the agreement in writing. CloudBreak Grain Marketing will act upon the authority of the client until such time as a new Brokerage Agreement is introduced by CloudBreak Grain Marketing or this agreement is terminated in writing by either party.
- 7.4 Payment of the associated CloudBreak Grain Marketing Brokerage fee upon receipt of the CloudBreak Grain Marketing invoice, within the stipulated invoice payment terms, is required.
- 7.5 This Agreement is per operating Farming Entity. An operating Farming Entity may have several trading names associated with that entity under one Australian Business Number (ABN), but where an entirely new ABN and operating Farming Entity is encountered; the Associated Farming Entity will be required to agree to new and separate CloudBreak Grain Marketing Package Terms and Conditions.

**SIGNED BY THE FARMING ENTITY'S  
AUTHORISED REPRESENTATIVE**

**SIGNED BY CLOUDBREAK GRAIN MARKETING  
AUTHORISED REPRESENTATIVE**

**PRINT NAME**

**PRINT NAME**

**OF TRADING NAME(S)**

**TITLE: DIRECTOR**

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**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_**

# The Farming Entity Details

ABN

\_\_\_\_\_

## **Bulk Handler Numbers**

Trading Names

NGR

AWB / GrainCorp

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Entity Postal Address

\_\_\_\_\_Town\_\_\_\_\_State\_\_\_\_\_Post Code\_\_\_\_\_

Business Entity Main Contact Details

Phone\_\_\_\_\_Fax (optional) \_\_\_\_\_

Email\_\_\_\_\_

## **Bulk Handler Portal Login Information**

The following information for completion is used solely for the purpose of accessing your bulk warehouse to view, transact and transfer grain sales as authorised by you.

### **Bulk Handler #1**

Bulk Handler \_\_\_\_\_

User Name \_\_\_\_\_

Password \_\_\_\_\_

Pin \_\_\_\_\_

### **Bulk Handler #2**

Bulk Handler \_\_\_\_\_

User Name \_\_\_\_\_

Password \_\_\_\_\_

Pin \_\_\_\_\_

### **Bulk Handler #3**

Bulk Handler \_\_\_\_\_

User Name \_\_\_\_\_

### **Bulk Handler #4**

Bulk Handler \_\_\_\_\_

User Name \_\_\_\_\_

Password

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Password

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Pin

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Pin

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