

**EASTERN AUSTRALIA HARVEST POOL CONDITIONS
FOR SPOT DELIVERIES**

- b. the General Terms and Conditions; then
- c. the Schedule.

Terms and Conditions

The following terms and conditions ("**Harvest Pool Conditions**") are incorporated into the Contract made between the Supplier and CBH Grain Pty Ltd ABN 39 089 394 883 ("**CBH Grain**") and formed upon the Supplier (or its representative) signing and completing documentation in a manner which specifies CBH Grain as the acquirer of the Grain, the Harvest Pool and the payment method.

1. Definitions and interpretation

1.1 Definitions

Capitalised terms used in these Harvest Pool conditions which are defined in the General Terms and Conditions have the meaning given in the General Terms and Conditions unless otherwise defined in these Harvest Pool Conditions.

"**Advance Percentage**" means 62.5% or such higher percentage nominated by CBH Grain in its absolute discretion.

"**Contract**" means the contract constituted by:

- a. these Harvest Pool Conditions;
- b. the Schedule; and
- c. the General Terms and Conditions

"**General Terms and Conditions**" means the CBH Grain Eastern Australia General Terms and Conditions - Pool Contracts which are current at the date of the formation of the Contract, as published on the Web Site.

"**Gross Harvest Pool Return**" means the amount per tonne returned by the Harvest Pool after deduction of the Hedging Gains and Losses.

"**Harvest Percentage**" means 70% or such higher amount as nominated by CBH Grain in its absolute discretion.

"**Harvest Pool**" means the Pool so named by CBH Grain to which the Supplier agrees to deliver the Tonnage pursuant to the Contract.

"**Hedging Gains and Losses**" means gains or losses that the Harvest Pool incurs or benefits from through the hedging activities conducted on behalf of the Harvest Pool by CBH Grain and/or associated parties.

"**Management Fee**" means 0.75% of the Gross Harvest Pool Return.

"**Schedule**" means the Delivery Ticket.

1.2 Interpretation

In these Harvest Pool Conditions unless the contrary intention appears:

- a. a reference to a person includes a reference to a body corporate;
- b. a reference to a paragraph or clause is a reference to a paragraph or clause in these Harvest Pool Conditions;
- c. a reference to these Harvest Pool Conditions or any other instrument includes any variation or replacement of them;
- d. if a word or phrase is given a defined meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- e. the singular includes the plural and vice versa.

1.3 Inconsistency

In the event of any inconsistency between the provisions of the documents which constitute the Contract, the following documents will prevail in the following order:

- a. these Harvest Pool Conditions;