

**WARNING**

**Growers are advised to seek independent legal advice before signing this form.**

**PURPOSE** - This form enables a person (**Grower**) to appoint and authorise a third party (**Agent**) to undertake transactions via *GrainTransact* on behalf of the Grower, including the sale of grain, on the terms and conditions appearing on page 2.

This form **MUST** be fully and accurately completed and returned to GrainCorp Operations Limited (**GrainCorp**) before GrainCorp will permit the Agent to undertake transactions on behalf of the Grower in accordance with this Appointment.

**PLEASE NOTE** - Growers should be aware that by appointing an Agent with their GrainTransact login and password details, the Agent will have unfettered access to all current and historical account details and transaction information contained within the Grower's *GrainTransact* account(s).

**INSTRUCTIONS:** Please complete all Parts in **BLOCK LETTERS**. Please attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form please contact GrainCorp on **1800 809 482**.

Please forward the completed form to GrainCorp via email at ([stocks@graincorp.com.au](mailto:stocks@graincorp.com.au)) or facsimile (**02 8570 4700**) or by post to: **PO Box 19, MARONG, VICTORIA, 3515.**

**Part 1**

**Grower's Details**

*To be completed by the Grower who MUST be the holder of a valid NGR card and must have received a copy of GrainCorp's Grower Warehousing Agreement*

*NB - If the NGR is held by the Grower's trustee you must have the trustee's details included on the Form*

First Name(s): .....

Last Name: .....

Address: .....

Suburb: ..... State: ..... Postcode: .....

Phone: (.....) ..... Mobile: .....

Email: .....

Company Name: .....  
(if applicable)

Trading Name: .....  
(if applicable)

ABN: \_\_\_ / \_\_\_ / \_\_\_ / \_\_\_

Please list all NGR numbers to which this Appointment applies:

NGR number 1.....

NGR number 2.....

NGR number 3.....

NGR number 4.....

Additional NGR numbers .....

Received a current Grower Warehousing Agreement:  Yes  No (please tick)

**Part 2**

**Agent's Details**

*To be completed by the party being appointed as Agent by the Grower.*

Agency/Trading Name: AgVantage Commodities .....

ABN: 36 / 132 / 582 / 720

Registered for GST:  Yes  No (please tick)

Company Name: AgVantage Commodities Pty Ltd ..... (if applicable)

Registered Address: PO Box 395, 77 Gibbons street .....

Suburb: Narrabri ..... State: NSW ..... Postcode: 2390 .....

Phone: (02) 6792 2962 ..... Fax: (.....) 6792 2932 .....

Email: marketers@agvantagecommodities.com.au .....

### Terms and Conditions of Appointment

1. It is a condition precedent of this appointment that the Grower has a valid and current NGR and has received a copy of the Grower Warehousing Agreement (**Agreement**) issued and published by GrainCorp Operations Limited (**GrainCorp**) covering the period of the Appointment (defined below) AND agrees to be bound by the same. Both Grower and Agent should note that the Agreement is subject to change from year to year.
2. The Grower appoints the Agent and the Agent accepts the appointment (**Appointment**) to act as agent of the Grower for the Permitted Purpose (defined below) on the terms and conditions set forth herein (**Terms**).
3. The Appointment authorises GrainCorp to allow and permit the Agent, its directors, officers and employees access to and copies of information held by GrainCorp directly or indirectly related to the Grower or its NGR(s), to deal with the Agent on the Grower's behalf on all transactions for the sale of Grain, to complete and ratify all required forms and authorities, and without limitation, all services provided by GrainCorp under the Agreement (**Permitted Purpose**).
4. The Grower and the Agent each warrant to GrainCorp that all information populated in Parts 1, 2 and 3 are true and correct, and by executing Part 3 of this Agreement, each has the legal authority and capacity to enter into and be bound by this Appointment.
5. The Grower and the Agent each warrant to GrainCorp that no condition, restriction, limitation or exclusion has been placed on the Agent's appointment to act on behalf of the Grower inconsistent with the Appointment, Permitted Purpose or these Terms.
6. The Agent acknowledges that it has no right or authority to bind the Grower in any way except as expressly authorised by this Appointment or otherwise as expressly authorised in writing and signed by the Grower and shall not represent to GrainCorp otherwise.
7. To the extent the Agent breaches these Terms, or acts outside any implied authority, both the Agent and the Grower and each of them shall hold GrainCorp harmless for any loss, damage, cost, penalty or expense whatsoever or wheresoever caused.
8. The Appointment is governed by these Terms and to the extent there is an inconsistency between any agency agreement entered into by the Grower and the Agent (or any other third party), these Terms shall prevail.
9. Conditional upon the Grower's compliance with clause 1 above (which is a continuing obligation), the Appointment is non-exclusive and is valid from the date the last of the Grower or the Agent signed this Form, until the date upon which either the Grower or Agent individually or together notify GrainCorp of either party's intent to revoke/terminate the Appointment. (Refer to clause 12).
10. The Grower and the Agent acknowledge and agree that GrainCorp is not liable for any claim, suit, action, complaint, direct or indirect or consequential loss, cost, expense, charge, fee, tax, penalty or damages whosever incurred by the Grower or Agent (collectively the **Claims**) by acting in accordance with instructions provided by the Agent on the Grower's behalf, and each of the Grower and the Agent shall hold GrainCorp harmless and agrees to indemnify and keep indemnified GrainCorp against any Claims, including legal costs.
11. This Appointment cannot be varied except by written agreement signed by the Grower, the Agent and GrainCorp.
12. The Grower or the Agent may revoke/terminate this Appointment at any time with immediate effect conditional upon the giving of written notice to GrainCorp which is duly acknowledged in writing as received by GrainCorp.
13. This Appointment does not create a partnership or joint venture between the Grower, the Agent and GrainCorp. For the avoidance of doubt, GrainCorp owes no fiduciary duties to each of the Grower and Agent, and the Grower and Agent each expressly waives any which might otherwise exist.
14. These Terms, the Appointment and the information contained in Parts 1, 2 and 3, comprise the entire agreement between the parties.
15. This Appointment cannot be assigned.
16. This Appointment is governed by the laws of New South Wales and Growers and Agents submit to exclusive jurisdiction of its courts.
17. Notices given under this Appointment to GrainCorp must be issued to GrainCorp via [stocks@graincorp.com.au](mailto:stocks@graincorp.com.au) or Fax 02 85704700 or by post to PO Box 19, MARONG, VICTORIA, 3515.

### Part 3 Acknowledgement and Sign off

*By signing this Form the Grower and Agent each warrant that they have read and understood the Form, that the information populated is correct in all respects, that they had a reasonable opportunity to seek and obtain independent legal advice before signing, and each agree to be bound by the Terms.*

**GROWER:**

.....

Signature of Grower(s)

.....

Print name of Grower(s)

Print Date: .....

**AGENT:**

.....

Signature of person authorised on its behalf Agent/Company

.....

Print name of person signing and office

Print Date: .....