

# Road Outturn Protocol



This protocol provides information for all carriers visiting Emerald grain Upcountry Storage facilities. It details the process for obtaining a truck booking, what to expect upon arrival at site and all safety requirements on site

## Table of Contents

1. Truck Bookings .....	2
1.1 Obtaining access.....	2
1.2 Allocating Bookings .....	2
1.3 Obtaining a booking .....	3
2. Arrival at the site .....	4
2.1 Arrival time.....	4
2.2 Details required on arrival.....	4
2.3 Site Delays.....	4
3. Operational Requirements .....	5
3.1 Operating Hours.....	5
3.2 Chain of Responsibility .....	5
3.3 Grain Loss or Spillage .....	5
3.4 Vehicles .....	5
4. Quality and Outturn Defect Claims .....	7
4.1 Quality Variances .....	7
4.2 Quality Claim Procedure.....	7
4.3 Phosphine Claim Procedure .....	8
4.4 Client Obligations .....	8
4.5 Quality Remedies .....	9
4.6 Quality Remedies .....	9
5. Occupational Health and Safety .....	10
5.1 Fit to Enter Site .....	10
5.2 Fatigue Management.....	10
5.3 Speed Limit .....	10
5.4 Site Safety.....	10

# 1. Truck Bookings

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## 1.1 Obtaining access

Customers must contact Emerald Grain using [customerservice@emeraldgrain.com](mailto:customerservice@emeraldgrain.com) to request site access. We ask that all access requests are submitted before Wednesday, the week prior to the loading week. Emerald are open to requests after this date, but due to scheduling and labour planning, the chances of access will be greatly diminished.

For access to be granted, you will need to have the following information ready

- The site the access is requested at
- Grade and season of the commodity owned, along with the minimum specification required
- Tonnage
- The requested days of access

Once access has been granted, an order will need to be raised in Emerald's service centre. Once this order has been raised, the reference number will need to be emailed to [customerservice@emeraldgrain.com](mailto:customerservice@emeraldgrain.com) for final approval.

If you do not have access, or are having issues with accessing the service centre then please contact [customerservice@emeraldgrain.com](mailto:customerservice@emeraldgrain.com) for assistance.

## 1.2 Allocating Bookings

All customers are expected to have a booking. Trucks that arrive at site without one will not be loaded.

### 1.3 Obtaining a booking

1. Carriers and growers must contact the site that the grain will be out turned from by phone or email to request that slots be opened on the service centre. See below table of contents. Requests must be before noon the day prior to loading. Once they have been opened, it is advised that you try to book time slots as early as possible to avoid missing out on your required slots.

Please note dates and times approved for access are subject to change due to weather events and other unforeseen events. While Emerald Grain will make all reasonable efforts to notify the drivers in the event that access isn't possible, it is recommended that the drivers re-confirm their booking the day of outturn.

2. A carrier can request that slots are opened by either calling or emailing Emerald Grain on:

Site	Booking representative	Phone Number	Email Address
Ardlethan	Caillan	0488 668 272	cwhybro@emeraldgrain.com
Coolamon	Travis	0428 460 431	tmilligan@emeraldgrain.com
Goolgowi	Sandy	0428 226 087	snewman@emeraldgrain.com
The Rock	Ben	0477 766 677	bredway@emeraldgrain.com
Elmore	Abby	0428 082 678	atuohey@emeraldgrain.com
Woorinen	Matt	0428 935 298	mpoyner@emeraldgrain.com
Nullawil	Jordan	0448 681 809	jmatthews@emeraldgrain.com
MPT	Carla	0447 712 708	truckbooking@emeraldgrain.com

3. Once the slots are opened in the service centre, they will be available for the carrier to book online. If you need clarification on how to book time slots on Emerald Grain's service centre, work instructions can be found at <https://emeraldgrain.com/wp-content/uploads/2020/08/Truck-Booking-Work-Instruction-.pdf>  
Alternatively, you can email [customerservice@emeraldgrain.com](mailto:customerservice@emeraldgrain.com) if you need any clarification.
4. Carriers will need to ensure that the trucks arrive 30 minutes either side of their agreed timeslot arranged with the site manager. In the event that this window will be missed, the driver needs to contact the site manager advising ETA. The site manager will advise whether an early / late booking will be allowed, or whether a new booking must be made. If the driver does not contact the site, the booking will be listed as a 'No Show' and the carrier will need to rebook the truck. No booking will be carried over into the following day

## 2. Arrival at the site

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### 2.1 Arrival time

Drivers may enter the site no earlier than 30 minutes prior to their booking slot unless they have prior permission from the site.

### 2.2 Details required on arrival

Drivers must have the following information available on arrival to the site:

- Emerald Grain allocated booking number

If drivers are unable to provide the required information, they will be asked to leave the line until the information can be obtained. Please note that the customers reference number will not be accepted.

### 2.3 Site Delays

Emerald Grain may experience delays from time to time which may impact the processing of trucks and the time slot schedule. In the event of a delay, Emerald Grain may:

- Provide updates to drivers who are currently on site;
- Send an email or SMS to scheduling agents, growers or carriers;
- Contact scheduling agents' growers or carriers via phone.

Emerald Grain will provide an update on the type of delay, as well as the expected duration. Emerald Grain may request that future bookings to be pushed back to allow the site to process the back log of trucks.

## 3. Operational Requirements

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### 3.1 Operating Hours

Unless otherwise agreed in writing with the Client, the standard hours of a Weather Working Day at Emerald Grain sites are normally 7:30am to 3:00pm on a working day, and are subject to change without notice, at the complete discretion of Emerald Grain.

### 3.2 Chain of Responsibility

Clients and carriers must comply with all relevant policies under the Heavy Vehicle National Legislation.

### 3.3 Grain Loss or Spillage

If grain spills from the carrier's vehicle, either inside or outside a company facility, the Client, and/or their carrier is responsible for effecting immediate clean-up.

### 3.4 Vehicles

Drivers are prohibited from climbing on their trucks, chains are required on tailgates and tarps are to be fully rolled back for sampling.

Vehicles must be in a clean condition, free of any material, insect, or contaminant that could adversely affect the grain. In the event that Emerald Grain staff determine that the vehicle is not adequately clean, an NCR against the carrier will be raised, and the client acknowledges that Emerald Grain may refuse to load the vehicle. Any costs associated with this will be borne by the Client and/or carrier.

The below Prior Loads Matrix details vehicles carting bulk grain (food), feed-based products and dry bulk materials handled by Emerald Logistics

**Class 1 – Haulage Exclusion List – No Approved Cleaning Method**

If any of the following products have been carried the vehicle or trailers cannot be used for the transportation of bulk grain products and must be declined

Animal waste or litter, soil containing animal manure (Peat) or dead stock
Sludge from sewerage plants treating waste or grey water
Corrosive materials including packaging used for these materials
Glass, any products
Mammalian protein; Meat, Meat & Bone Meal
Radioactive Materials; radioactive dirt/sand, x-ray waste, uranium
Metal includes metal flakes and metal products
Solid Urban Waste: Household waste
Toxic Materials(asbestos) and packaging used for these materials
Untreated food waste from eateries
Materials contaminated with salmonella or other pathogens
Other materials as determined by the parties

**Class 2 – Haulage Contamination Sensitive List**

Cleaning Requirement: High Pressure Water Wash with Sanitizer and/or Steam

Asphalt – fresh and rubble
Seed treated with toxic dressing e.g. pickled grain
Granulated Fertiliser with chemicals such as fungicides (Flutiafol) e.g. intake
Fruit & Vegetables
Mulch, composts, potting mix, green plant material
Coal and coal products
Products infested with any insect or animal life
Mineral clays which have been used for detoxification purposes
Medicated Stock Feeds
Milk & milk products, gelatine, amino acids, dicalcium phosphate, dried plasma and any other blood products
Nut products and sesame seeds
Seaweed or any product of seaweed
Materials with a Strong odour that can be absorbed by grain products
Sulphur
Tallow; Rendered form of beef or mutton fat processed from suet
Hides treated with tanning substances and associated waste
Treated Wood Products

**Class 3 – Haulage Contamination Sensitive List**

Cleaning Requirement: Blown out, Swept or Washed as Required

Sand gravel and soil used for gardening or building purposes, i.e. road base, sand lime, gypsum
Untreated Fertilisers e.g. Super phosphates
All untreated cereal grains, pulses, oil seeds, other plant seeds etc.
Bark chips, wood chips, saw dust not chemically treated
Salt

## 4. Quality and Outturn Defect Claims

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### 4.1 Quality Variances

Emerald Grain will conduct testing on grain out turned in accordance with its published procedures and Receival standards.

Testing conducted on a sample is indicative of the quality of grain, it is not determinative of the quality of all of the grain delivered. As testing is conducted on samples only, and not on the whole quantity of the grain out turned, some variation in test results between Emerald Grain's outturn test and the test taken on receival at the destination is not abnormal.

Accordingly, the client accepts the following variances between the Emerald Grain testing on the out turned grain and that conducted at the destination.

- Up to and including a +/- 0.3% variation in protein
- Up to and including a +/- 1.0% variation in screenings
- Up to and including a +/- 15% variation in in the falling number or rapid visco analyser
- Presence of bin burnt / storage mould affected grains of up to and including 1 grain per litre averaged over the entire delivery
- Presence of contaminants of up to and including 0.01% by weight
- Phosphine gas level measured above the surface of the load up to and including 0.3ppm

### 4.2 Quality Claim Procedure

The Client must notify Emerald Grain immediately on becoming aware of an outturn defect claim; and confirm the claim in writing within 24 hours of the grain being received at the Client's delivery location or within 2 clear business days of the outturn date whichever occurs first.

Outturn defect claims must include:

- A full description of the quality parameters that are the subject of the claim.
- Details of the sampling methodology and equipment used to draw a representative sample.
- Details of the method used by the Client to determine the quality of the grain and which must be in all respects consistent with the Emerald Grain sampling and testing methodology.
- Details of the test equipment used by the Client to establish their claim.

Emerald grain will retain a sample from every load out turned as a reference in the case of a quality dispute. Analysis of the Outturn Sample and comparison of the test results against Emerald Grain's outturn obligations as described in this agreement shall provide final resolution of any claim.

In the event that Emerald Grain is not able to provide the site sample, then the Client must provide a sample to Emerald Grain for testing. The sample must be a representative sample drawn using the same methodology as used and published by Emerald Grain.

Unless otherwise agreed in writing with the Client, Emerald Grain will not be liable to the Client for any claims or loss including in relation to any alleged or actual variation in standard or grain quality where:

- Emerald Grain has loaded the grain and tested the grain using Emerald Grain's sampling methodology and the load, so the sampled and tested grain has met Emerald Grain's obligation for outturn quality; or
- The variation in quality or standard of grain has not resulted in the downgrading of the grain from the grade to which the grain was classified on receipt by Emerald Grain; or
- Emerald Grain has received and loaded the grain in accordance with the Receipt Standards or other minimum receipt specification and sampling methodology agreed in writing between Emerald Grain and the Client under the agreement; or
- The Client has requested Emerald Grain to blend two or more grades of grain into one grade of grain and the blended grain is at least the same quality of the lower grade as tested by Emerald Grain.

### **4.3 Phosphine Claim Procedure**

A Client making a claim on Emerald Grain relating to phosphine gas levels in outturned grain must notify Emerald Grain immediately upon becoming aware of the claim and confirm the claim in writing within 2 working days of the initial notification. The written notification must include:

- A full description of the testing methodology used to test the load(s); and
- Calibration records for the gas testing instrument demonstrating that the equipment is maintained and calibrated in accordance with the manufacturer's recommendations

### **4.4 Client Obligations**

In order to make a valid claim of variation from quality, the Client must:

- Take all reasonable steps to mitigate all actual or projected losses;
- Advise Emerald Grain immediately of suspected downgraded grain, cease discharging suspected loads, and allow Emerald Grain to inspect suspected downgraded grain; and
- Allow Emerald Grain every possible opportunity to mitigate all actual or potential losses, including following the reasonable directions of Emerald Grain; and
- Inform Emerald Grain of any potential claim which it has against Emerald Grain in respect of downgraded grain received by the Client within 2 business days of receiving the grain; and
- Provide Emerald Grain with a sample of the downgraded grain subject to the claim, obtained as directed by Emerald Grain; and
- Allow Emerald Grain to test this sample and compare this sample with the outturn sample retained by Emerald Grain from the Emerald Grain storage

If the Client does not comply with any of the above requirements, Emerald Grain may reject that claim.

## 4.5 Quality Remedies

If the Outturn Standards are not met, any claims by the Client against Emerald Grain in respect of downgraded grain will be dealt with in accordance with these Protocols and the Storage and Handling Agreement executed by both the Client and Emerald Grain. Emerald Grain may, at its discretion, mitigate or satisfy any claim in respect of downgraded grain by: Averaging the quality parameters of the downgraded grain with other rail or road trucks out loaded to the Client on that day and / or outturn order, provided that the averaged quality meets the outturn standards as agreed between Emerald Grain and the Client and / or o Blending a sufficient quantity of other grain so as to restore the grain to the agreed outturn standards and / or o Substituting (at Emerald Grain expense) other grain of the same type of the required grade and quantity; and / or

- Retaining the downgraded grain and providing for the claim as part of the outturn adjustment (refer to applicable clause in S&H agreement)
- Emerald Grain will endeavour to outturn grain where the phosphine level does not exceed 0.3ppm, on average, in the work area above and around the load. The Client acknowledges that Emerald Grain is not liable for any costs associated with venting of the grain where Emerald Grain has issued a clearance certificate in accordance with Emerald Grain's standard procedures.

## 4.6 Quality Remedies

Any compensation payable by Emerald Grain to the Client will be limited to

$$C = T \times (MV1 - MV2)$$

Where

C = compensation payable

T = quantity of grain downgraded (tonnes)

MV1 = fair market value of grain of the pre downgrading

MV2 = fair market value of downgraded grain

Any compensation payable by Emerald Grain will be limited in accordance with the Storage and Handling Agreement executed by both the Client and Emerald Grain.

## 5. Occupational Health and Safety

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### 5.1 Fit to Enter Site

Emerald Grain has zero tolerance for blood alcohol while on site. All employees, drivers, third parties and contractors are expected to be unimpaired by drugs or alcohol at any stage whilst on an Emerald Grain site.

Should anyone appear to be impaired, Emerald Grain may request the involved person to undertake an independent drug and alcohol assessment on site.

### 5.2 Fatigue Management

It is expected that all employees, contractors, third parties and visitors are in a fit state to be on the Emerald Grain site. Should a person appear to be fatigued, Emerald Grain may request details of their working day which may include a driving logbook or speaking with their Management.

### 5.3 Speed Limit

When there is no other signage on the site, the default speed limit is 15kmph. Vehicles travelling in excess of the speed limit on site increase the risk of an accident with other vehicles, plant or people which are on site.

Drivers must always comply with the speed limit. Failure to comply the speed limit may result in disciplinary action.

### 5.4 Site Safety

Emerald Grain is committed to providing a safe place of work for its employees, contractors, visitors and suppliers.

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#### MPT Road Delivery Protocol | 3. Occupational Health and Safety

1. PPE is to be worn at all times without exception:
  - a. Steel capped footwear
  - b. High visibility top
  - c. Safety glasses
2. Smoking is only permitted in the designated area
3. Hard hat must be worn in signed area's
4. Smoking is prohibited in the confines of the driver's vehicle whilst on site at Emerald Grain;
5. Carriers are to follow all reasonable directions from the site staff;
6. Carriers are to conduct themselves in an orderly and professional manner;
7. All incidents, whether they be injuries, near misses, or property damage are to be reported immediately to onsite staff;
8. Basic first aid equipment is available on site if required, please speak to onsite staff