

Road Outturn Protocol



This protocol provides information for all carriers visiting Louis Dreyfus 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.

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Executive Owner	Implementation Officer	Last Review Date	Next Review Date
Logistics Manager	Anna Nilsson	01 June 2023	01 June 2024

1. Truck Bookings

1.1 Obtaining access

Customers must contact Louis Dreyfus using au-go-customerservice@ldc.com to request site access. We ask that all access requests are submitted before Wednesday, the week prior to the loading week. Louis Dreyfus 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; and
- The requested days you require access.

Once access has been granted, an order will need to be raised in Louis Dreyfus' service centre. Once this order has been raised, the reference number will need to be emailed to AU-GO-CustomerService@ldc.com for final approval.

If you do not have access, or are having issues with accessing the service centre then please contact AU-GO-CustomerService@ldc.com for assistance.

1.2 Allocating Bookings

All customers must have a booking, or a load-time agreed with the site manager.

1.3 Trucks without this will not be loaded. 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 center. 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 Louis Dreyfus 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 Louis Dreyfus on:

Site	Booking representative	Phone Number	Email Address
Ardlethan	Caillan	0488 668 272	caillan.whybro@ldc.com
Coolamon	Luke	0455 346 216	luke.brabander@ldc.com
Goolgowi	Travis	0428 460 431	travis.milligan@ldc.com
The Rock	Nathan	0407 098 989	nathan.klimpsch@ldc.com
Elmore	Dan	0438 113 228	Dan.brennan@ldc.com
Woorinen	Matt	0428 935 298	matt.poyner-ext@ldc.com
Nullawil	Fraser	0408 949 168	Fraser.Sawyer@LDC.com
MPT	Will	03 9680 6222	AU-GO-Trucks@ldc.com

- 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 Louis Dreyfus' 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 AU-GO-CustomerService@ldc.com if you need any clarification.

- 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. Timeslots that were previously booked and are no longer required are to be cancelled as soon as possible.
- When booking slots carriers and customers must take into account the most reasonable and lawful time frame to move grain from Louis Dreyfus sites to their destination. Carriers travelling from Louis Dreyfus grain sites to Melbourne Port Terminal can use below road freight matrix or the Route Planner Tool from NHVR

Country Site	KMs	EST Time
Ardlethan	496km	5hr 52min
Coolamon	489km	5hr 41min
Elmore	176km	2hr 16min
Goolgowi	500km	6hr 9min
Nullawil	302km	3hr 31min
The Rock	415km	4hr 45min
Tocumwal	266km	3hr 10min
Woorinen	354km	4hr 15min

[NHVL Route Planner](#)

2. Arrival at the site

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:

- Louis Dreyfus 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

Louis Dreyfus 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, Louis Dreyfus 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.

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

Note that delays may also impact the driver working hours and prevent a load from being delivered.

3. Operational Requirements

3.1 Operating Hours

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

3.2 Chain of Responsibility

Clients and carriers must comply with all relevant laws under the Heavy Vehicle National Legislation. These can be obtained at

[NHVR Heavy Vehicle National law and regulations](#)

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. Failure to do so will result in cleanup costs being charged to the Carrier.

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 maintained in a road worthy condition according to local state requirements.

Vehicles must be in a clean condition, free of any material, insect, or contaminant that could adversely affect the grain. In the event that Louis Dreyfus staff determine that the vehicle is not adequately clean, an NCR against the carrier will be raised, and the client acknowledges that Louis Dreyfus 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 Louis Dreyfus Logistics

. Quality and Outturn Defect Claims

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

4.1 Quality Variances

Louis Dreyfus will conduct testing on grain out turned in accordance with its published procedures and Receival standards. These can be found at [LDC Commodity Information](#)

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 Louis Dreyfus' outturn test and the test taken on receival at the destination is not abnormal.

Accordingly, the client accepts the following variances between the Louis Dreyfus 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 liter 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 Louis Dreyfus 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 Louis Dreyfus sampling and testing methodology.
- Details of the test equipment used by the Client to establish their claim.

Louis Dreyfus 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 Louis Dreyfus' outturn obligations as described in this agreement shall provide final resolution of any claim.

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

Unless otherwise agreed in writing with the Client, Louis Dreyfus 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:

- Louis Dreyfus has loaded the grain and tested the grain using Louis Dreyfus' sampling methodology and the load, so the sampled and tested grain has met Louis Dreyfus' 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 Louis Dreyfus; or
- Louis Dreyfus has received and loaded the grain in accordance with the Receipt Standards or other minimum receipt specification and sampling methodology agreed in writing between Louis Dreyfus and the Client under the agreement; or
- The Client has requested Louis Dreyfus 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 Louis Dreyfus.

4.3 Phosphine Claim Procedure

A Client making a claim on Louis Dreyfus relating to phosphine gas levels in outturned grain must notify Louis Dreyfus immediately upon becoming aware of the claim and confirm the claim in writing within 2 business 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 Louis Dreyfus immediately of suspected downgraded grain, cease discharging suspected loads, and allow Louis Dreyfus to inspect suspected downgraded grain; and
- Allow Louis Dreyfus every possible opportunity to mitigate all actual or potential losses, including following the reasonable directions of Louis Dreyfus; and
- Inform Louis Dreyfus of any potential claim which it has against Louis Dreyfus in respect of downgraded grain received by the Client within 2 business days of receiving the grain; and
- Provide Louis Dreyfus with a sample of the downgraded grain subject to the claim, obtained as directed by Louis Dreyfus; and
- Allow Louis Dreyfus to test this sample and compare this sample with the outturn sample retained by Louis Dreyfus from the Louis Dreyfus storage.

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

4.5 Quality Remedies

If the Outturn Standards are not met, any claims by the Client against Louis Dreyfus 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 Louis Dreyfus. Louis Dreyfus 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 Louis Dreyfus and the Client and / or

- Blending a sufficient quantity of other grain so as to restore the grain to the agreed outturn standards; and / or
- Substituting (at Louis Dreyfus 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)

Louis Dreyfus 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 Louis Dreyfus is not liable for any costs or losses that the Client may incur that are associated with venting of the grain where Louis Dreyfus has issued a clearance certificate in accordance with Louis Dreyfus' standard procedures.

4.6 Quality Remedies

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

5. Occupational Health and Safety

5.1 Fit to Enter Site

Louis Dreyfus 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 a Louis Dreyfus site.

Should anyone appear to be impaired, Louis Dreyfus may request the involved person to undertake an independent drug and alcohol assessment on site. Necessary action may be taken to ensure the safe removal from a site of anyone impaired by drugs or alcohol, which may involve local Police.

5.2 Fatigue Management

It is expected that all employees, contractors, third parties and visitors are in a fit state to be on the Louis Dreyfus site. Should a person appear to be fatigued, Louis Dreyfus may request details of their working day which may include a driving logbook or speaking with their Management. Drivers of heavy vehicles must adhere to the NHVR work and rest hour requirements under standard hours, unless accredited for fatigue management. Click [here](#) to view standard hours.

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 with the speed limit may result in disciplinary action including but not limited to notification to the Police.

5.4 Professional Conduct: Zero Tolerance

Louis Dreyfus staff are here to help. They have the right to be always treated with dignity and respect, without the risk of threatening behaviour. This behaviour will not be tolerated towards our staff and may result in offenders being asked to leave.

5.5 Site Safety

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

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 Louis Dreyfus;

5. Carriers are to follow all reasonable directions from the site staff;
6. Obey the 15km/h vehicle speed limit unless otherwise sign posted
7. Comply with all road rules including those relating to mobile phones
8. Carriers are to conduct themselves in an orderly and professional manner;
9. All incidents, whether they be injuries, near misses, or property damage are to be reported immediately to onsite staff;
10. Basic first aid equipment is available on site if required, please speak to onsite staff