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This Manual and other Contractor information are updated periodically and can be found on the ForestrySA secure webpage www.forestrysa.com.au/sites/.

### 1. GLOSSARY.

- a) "Agreement for Services" means the contractual arrangement between the parties
- b) "Bush Ban" means an order for all Contract personnel to cease work and leave the Harvesting Source within a specified timeframe
- c) "Cartnote" means a ForestrySA document used for each load of Product delivered to a Customer to determine the net weight of the load, the Harvesting Source, the Harvesting Contractor, the Transport Contractor, the Customer and the date of delivery
- d) "Customer(s)" means those conversion plants listed in the "Delivery Locations"
- e) "Dallas Key (or equivalent)" means a device used to identify the Contractor's truck and to operate the control panel at an unattended weighbridge
- f) "Environmental Incident" means any incident which damages or may damage the environment and which would require some action under either the South Australian Environment Protection Act, 1993 or the Victorian Environment Protection Act, 1970, as appropriate
- g) "Fire Danger Season" means the dates prescribed by ForestrySA or the CFS which regulates the allowable activities under the Fire and Emergency Services Act 2005 and the Forestry Act 1950
- h) "Forest Compartment" means an area of forest totally enclosed by firebreaks and/or defined tracks
- i) "Harvesting" means any or all of the actions that are carried out to convert standing trees into Products defined in the Product Specification Manual and placed on a Log Dump ready for transporting to a Customer
- j) "Harvesting Source" means a group of forest compartments to be harvested at one time;
- k) "Landing" see Log Dump
- I) "Lead Distances" means the distances from the access road nearest to the geometric centre of each Harvesting Source to the appropriate Customer
- m) "Log Storage Area" means a point on the Forest Compartment edge where Product is stacked prior to transporting off site
- n) "Logging Slash" means the various parts of the tree which remain in the forest after Products that comply with the Product specifications have been produced and includes sections of the stem that are not harvested because of deformity or size, branches, needles, pine cones and bark
- o) "Product Specification Manual" means a ForestrySA document which lists and describes all merchantable Products and provides detailed specifications for each Product
- p) "Sales Co-ordinator" means a ForestrySA employee designated to monitor and liaise with the Contractor or the Contractors operations representative
- q) "Harvesting Shedule" means a plan or table with a series of Harvesting Sources designated for transporting by the Contractor; under the Agreement for Services
- r) "Service Easements" means areas which contain powerlines, gas lines, water or communication infrastructure and the like

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s) "Transportation" - means all of the actions required to transport Product from a Log Dump to a Customer.

#### 2. CONTEXT

This Manual forms a part of the Agreement for Services between the Transport Contractor and ForestrySA and details all of the procedural and technical requirements associated with conducting the Transport Operations. Parts of this Manual or associated documents may be updated from time to time and the Transport Contractor will be informed of any such changes.

#### 3. PRODUCTS

The list of product names and the corresponding specifications can be found in the Product Specification Manual - Ranges which is available on a secure webpage at www.forestrysa.com.au/sites/.

The Product Specification Manual – Ranges may vary from time to time with updates being provided to the Transport Contractor as required.

# 4. DELIVERY IN FULL ON TIME IN SPECIFICATION (DIFOTIS)

ForestrySA intend to introduce the following Contractor Performance system through the life of the Agreement.

Delivery In Full On Time In Specification (DIFOTIS) is a best practice measurement of log supply by Contractor, it encapsulates key parameters related to Product supply.

DIF - Tonnes delivered against plan

OT - Delivery measured against timeframe

IS – Meeting all quality specifications (including acceptable levels of rejects)

### 5. DELIVERY INSTRUCTION

ForestrySA will advise the Transport Contractor of the weekly delivery targets no later than 12 noon on the Friday of the week prior to the period relating to the delivery instruction, and the Transport Contractor will transport the Products and volumes specified.

### 6. MECHANICAL EQUIPMENT

The Transport Contractor will ensure that all equipment used remains fit for the purpose and consistent with requirements specified at the commencement of the Agreement for Services:

- is in good working order
- does not damage standing trees in the area in which work is being carried out

ForestrySA may, at its discretion, claim compensation from the Transport Contractor for damage caused to standing trees that can be attributed to Harvesting Operations.

## 7. USE OF WELDING, CUTTING AND ABRASIVE TOOLS

Conditions for use can be found in the ForestrySA Fire Season Requirements for Contractors which is available on a secure webpage at www.forestrysa.com.au/sites/

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### 8. FIRE PROTECTION

All equipment to be used in the forest must comply with the ForestrySA Fire Season Requirements available on a secure webpage at www.forestrysa.com.au/sites/, and undergo annual inspections for compliance.

## 9. FOREST CLOSURES

From time to time ForestrySA will call a Bush Ban, or forest closure, to prevent an unacceptable risk of damage to the forest. Bush Bans are most commonly called during the Fire Danger Season, although wet weather Bush Bans are possible. Imposing or lifting of Bush Bans may occur at different times for Harvesting and Transport Operations at the discretion of ForestrySA.

### 10. OPERATIONS LOGGING PLAN

ForestrySA will prepare an Operations Logging Plan which will identify site issues (including exclusion areas) and contain management descriptions of how ForestrySA expects a Contractor to operate on and near the site.

Whilst the Operations Logging Plan is designed for the Harvesting Contractor, Transport Contractors will need to be aware of certain site issues.

No Product is to be transported until a site inspection has taken place and the Operations Logging Plan has been signed by both the Harvesting Contractor and the Transport Contractor.

The Transport Contractor and their employees must be aware of and comply with the operational requirements of the Operations Logging Plan.

Variations from the Operations Logging Plan will be documented and pre-approved by ForestrySA.

# 11. TRANSPORT REQUIREMENTS

### 11.1 General

The Transport Contractor:

- Must only use those forest access roads approved by ForestrySA designated as being suitable for heavy vehicle traffic.
- Will ensure compliance with all legislation and regulations pertaining to the use of public roads and thoroughfares in South Australia and Victoria, as amended from time to time.
   Including Load Mass, Load Dimensions, Load Restraint, Driving Hours and Speed Limits under the Chain of Responsibility requirements.
- Will ensure vehicles are fitted with the necessary equipment to determine gross and axle weights for each load of Product. Prior to leaving land managed by ForestrySA the Contractor must ensure they do not exceed the vehicles Mass limits.

If the Contractor is found to be in breach of regulations, ForestrySA may reduce or suspend delivery of volumes under the Contract.

#### 11.2 ForestrySA Roads

- ForestrySA will maintain forest access roads in a reasonable condition suitable for road haulage equipment fitted with central tyre inflation (CTI).
- The Transport Contractor must ensure all its road haulage equipment used is fitted with CTI.
- Reasonable access will be provided to one or more edges of the forest compartment.

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## 12. FORESTRYSA'S HARVESTING REQUIREMENTS

## 12.1 Entry to an Operational Harvesting Source

On signing an Operations Logging Plan and when machinery is on site, the Harvesting Contractor assumes control of the site indicated in the Plan. When operating, authority to enter the site by persons not employed or engaged by the Harvesting Contractor is to be granted by the Harvesting Contractor in advance of entry.

The Transport Contractor is to notify the Harvesting Contractor upon entry to the Harvesting Source.

## 12.2 Signage

The Transport Contractor is required to place applicable signs in accordance with Work Health and Safety Regulations 2011.

### 12.3 Operating in the Vicinity of Service Easements

Where the Transport Contractor is required to work adjacent to a service easement, they must ensure that no damage is caused to the infrastructure in the easement. If the Transport Contractor and or the Harvesting Contractor consider that a risk of damage to infrastructure might occur, they must make their own arrangements, after consultation with ForestrySA with the responsible agency in order to allow the operation to proceed safely.

## 12.4 Operations Representative

The Transport Contractor will appoint an Operations Representative as the point of contact for the ForestrySA Sales Co-ordinator.

#### 12.5 Damage to ForestrySA Property

The Transport Contractor must ensure that culverts and / or drains within the Operations Logging Plan area are not blocked, or the flow of water impeded as a consequence of the Loading and Transport operation.

The Transport Contractor must ensure that roads or other ForestrySA property are not unreasonably damaged and all damage is to be reported within 2 business days.

#### 12.6 Litter

All litter that the Transport Contractor is responsible for will be removed from ForestrySA property. Litter includes food scraps, refuse, unserviceable equipment and machinery owned by or carried as a result of the activities of the Transport Contractor and their employees.

Instances of oil, grease, fuel and other petroleum Products falling to the ground must be kept to an absolute minimum and this is at the discretion of ForestrySA.

### 13. ENVIRONMENTAL REQUIREMENTS

The Contractor will rectify any damage caused to soil, culverts, bridges and other property of ForestrySA, if in breach of the logging plan.

The Contractor will ensure that transport will cease on wet roads when:

- Trucks are unable to travel under their own motive power
- Turbid water or mud runs in wheel ruts that are deeper than 100mm in the running surface of the road.

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ForestrySA may declare a total closure of operations when conditions are extremely adverse or the Contractor has failed to react to the prevailing conditions. This closure will be lifted at the discretion of ForestrySA in consultation with the Contractor.

#### 14. FXTRACTION

The Harvesting Contractor is required to deliver Products to the LSA.

The allowable time from Harvesting a Product to extraction to the LSA is 5 business days.

The Harvesting Contractor will mark the date of Harvesting on Products to ensure DIFOTIS.

## 15. LOG STORAGE AREAS AND TRANSPORT

Depending on the Agreement for Services, the Transport Contractor may be responsible for the loading of Products onto trucks.

Machinery involved in loading is not to leave the site until all Product including part loads have been removed from the Harvesting Source.

Prior to transporting, the Harvesting Contractor is responsible for marking one end (as specified) of each Sawlog Product with a predetermined paint colour. No Sawlog Product is to be transported if it does not have the Harvesting Contractor paint colour on the specified end.

Following the placement of Product at a LSA, the Harvesting Contractor acknowledges that the Product meets specification and is ready for transporting to a Customer. For the avoidance of doubt the Harvesting Contractor will label Product stacks to ensure that the Transport Contractor is aware of Product type.

Products will be stacked with neatly flush ends to facilitate easy loading of trucks and grouped by length, diameter or Customer as appropriate.

Oldest cut Product shall be delivered first. All Product, needs to be transported within 10 business days of Harvesting unless roadside stockpiling has been arranged by ForestrySA.

The Transport Contractor has the right to not transport a Product if they believe that the Product is out of specification and shall refer to the respective ForestrySA Sales Co-ordinator for clarification. Any disputation between Harvesting and Transport Contractor's that is not resolved in a timely manner is to be referred to the ForestrySA Sales Co-ordinator.

## 16. DESTINATIONS

ForestrySA will provide the Transport Contractor with delivery (Customer) location details at the commencement of the term and any relevant updates or alternate locations as they occur. Delivery locations are available on a secure webpage at <a href="www.forestrysa.com.au/sites/">www.forestrysa.com.au/sites/</a>. Indicative Lead Distances to Customers are available on a secure webpage at <a href="www.forestrysa.com.au/sites/">www.forestrysa.com.au/sites/</a>. These will be updated as required.

The Transport Contractor must comply with any site entry requirements for each Customer (induction or site permits).

The Transport Contractor must comply with any reasonable unloading requirements and directions from each Customer.

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### 17. CARTNOTES

The Transport Contractor must provide a completed Cartnote to ForestrySA in accordance with the Cartnote system document available on a secure webpage at www.forestrysa.com.au/sites/. ForestrySA will supply Cartnote books and weighbridge Dallas Keys to the Transport Contractor. ForestrySA may consider the introduction of an Electronic Cartnote system.

## 18. PAYMENT FOR TRANSPORT AND IF APPLICABLE, LOADING

Unless otherwise specified, Transport payment will be made by weight recorded from an agreed weighbridge and provision of a completed Cartnote to ForestrySA.

Loading payment will be paid at the agreed rate.

In the event of a weighbridge breakdown, truck scales may be used by agreement with both the Transport Contractor and Harvesting Contractors.

# 19. INSPECTION OF CONTRACTOR'S WORK

ForestrySA may inspect the Transport Contractor's work during and at completion of the Harvesting Source. No equipment is to leave the site until the Operations Logging Plan has had a provisional sign off. If work is found not to comply with the Operations Logging Plan, ForestrySA will direct the Transport Contractor to rectify the breach within 48 hours.

If the Transport Contractor fails to rectify the issue ForestrySA may suspend the whole or a part of the services.

ForestrySA will conduct periodic reviews using the Contractor Administration Audit Tool which is available on a secure webpage at www.forestrysa.com.au/sites/.

#### 20. REJECTS

ForestrySA may reject Roundwood Product delivered to a designated location that does not comply with Log Standard Specifications or at its sole discretion downgrade a product.

The Transport Contractor will be responsible for rejects resulting from deliveries to the wrong Customer in the delivery instruction.

If the transport contractor fails to comply with their obligations ForestrySA may remove the rejected product as required, at the expense of the Transport Contractor.

The Transport Contractor may be required to deliver previously rejected Products between customers or to originating Harvesting Source. Rates for these deliveries will be negotiated on a needs basis.

#### 21. OPFRATING HOURS

The Transport Contractor may determine suitable working hours for its employees or any other person engaged in the provision of the services with the following exceptions

- The provisions contained in ForestrySA's "Fire Season Requirements for Contractors". Available on a secure webpage at www.forestrysa.com.au/sites/.
- Work on Public Holidays and Weekends. Approval to work on weekends will not be unreasonably withheld.
- Where an Operations Logging Plan designates limits to operating hours.

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Operation may not commence prior to 0600 if houses are located within 500m of H&T operation.

### 22. REPORTABLE INCIDENTS

All environmental incidents must be reported as soon as practicable to ForestrySA.

In the event of an environmental incident, ForestrySA expects the Transport Contractor to take reasonable measures to mitigate damage caused by the incident.

For improved security and to reduce exposure and risk of spillage, the Harvesting Contractor must ensure that fuel is not stored on ForestrySA's land overnight.

Damage to machinery or to ForestrySA property by a third party needs to be reported within 2 business days.

All lost time and medical treatment only injuries must be reported within 24 hours to ForestrySA. Other safety incidents and near misses must be reported within 2 business days to ForestrySA. At its discretion ForestrySA may determine to undertake or have a third party undertake an investigation into an incident.

Where incidents are reported as required above, the Transport Contractor must provide ForestrySA with a copy of the Contractors investigation form within 5 business days of the reporting. The Transport Contractor is required to provide ForestrySA with statistical data of Lost Time Injury Frequency Rate (LTIFR) as well as the Severity Rate. (Average Duration Rate) for Lost Time Injuries. This will be reported on a quarterly basis.

# 23. DISPUTE RESOLUTION

Should any issues arise for the Harvesting Contractor while completing work under this contract, the Harvesting Contractor is to discuss the issue with their assigned ForestrySA Sales Co-ordinator.

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