

Effective for Contracts dated from 1st January 2003

Gafta No.124

Copyright

THE GRAIN AND FEED TRADE ASSOCIATION

SAMPLING RULES

**RULES FOR SAMPLING,
ANALYSIS INSTRUCTIONS AND
ANALYSIS CERTIFICATION**

(Including Natural Weight Rules and Allowances Scale)

**GAFTA HOUSE
6 CHAPEL PLACE
RIVINGTON STREET
LONDON EC2A 3SH**

**Tel: +44 20 7814 9666 Facsimile: +44 20 7814 8383 Telex: 886984
E-mail Address: post@gafta.com**

INDEX

- RULE**
- 1. GENERAL**
 - 1:1
 - 1:2
 - 1:3
 - 1:4
 - 1:5 **Sample Labels**
 - 1:6

 - 2. METHOD OF DRAWING SAMPLES**
 - 2:1
 - 2:2 **Increment Samples**
 - 2:2:1
 - 2:2:2
 - 2:2:3
 - 2:2:4 Security
 - 2:2:5 Division of Increment Samples
 - 2:3 **Bags**
 - 2:3:1 For goods in bags
 - 2:3:2 Bags for Cutting and Starting (Bleeding)
 - 2:3:3 Slab Cakes in bags
 - 2:4 **Bulk**
 - 2:4:1 For Goods in Bulk at Loading
 - 2:4:2 For Goods in Bulk at Discharge
 - 2:4:3 Slab Cakes in Bulk
 - 2:5 **Containers**
 - 2:6 **Contracts for Road and Rail Transport**

 - 3. SAMPLE BAGS AND SAMPLE CONTAINERS**
 - 3:1 **Containing Bags**
 - 3:2 **Moisture Proof Containers**
 - 3:3 **Polypropylene/Polyethylene**

 - 4. QUALITY CERTIFICATION AT TIME OF LOADING**

 - 5. CONTRACTUAL SAMPLES REQUIRED FOR ANALYSIS TESTS AND ARBITRATION PURPOSES**
 - 5:1 **Sets of Samples**
 - 5:1:1 For Grain, Pulses, Seeds and Rice (except Malting Barley) Sold on FOB, CIF, CIFFO or C&F contract terms
 - 5:1:2 For Malting Barley “ “
 - 5:1:3 For Fertiliser “ “
 - 5:1:4 For Molasses “ “
 - 5:1:5 For Feedingstuffs Sold on CIF, CIFFO, C&F Contract Terms
 - 5:1:6 For Marine and Animal Products Sold on Contracts Nos.: 9 and 113 and For Feedingstuffs on Contract No:
119
 - 5:1:7 For Ex-Store Contracts Nos.: 109 and 110
 - 5:1:8 For Feedingstuffs and Fishmeal Sold on Contracts Nos.: 10, 104, 112 and 118
 - 5:1:9 For Goods Damaged and/or Out of Condition - "tale quale" and "rye terms"
 - 5:1:10 For Castor Seed and/or Castor Seed Husk, and/or for Sand and/or Silica Analyses
 - 5:1:11 Arbitration
 - 5:1:12 Moisture Guarantee
 - 5:1:13 For Bags and Sacks
 - 5:2 **Standing-in Provision for Sampling Feedingstuffs**
 - 5:2:1 For All Ports, (excluding French Ports, and Dutch Ports for Goods of North and South American Origin)
 - 5:2:2 For French Ports
 - 5:2:3 For Dutch Ports for Goods of North and South American Origin

- 6. DISPATCH OF SAMPLES, ANALYSIS INSTRUCTIONS AND CERTIFICATES
 - 6:1
 - 6:2 Feedingstuffs and Cereal by-products in Bulk Discharged at Rotterdam and Amsterdam
- 7. RULES FOR DETERMINING NATURAL WEIGHT AND ALLOWANCE SCALES
 - 7:1 Rules for Determining Natural Weight
 - 7:7:1
 - 7:7:2
 - 7:7:3
 - 7:7:4
 - 7:7:5
 - 7:7:6
 - 7:2 Allowances Scales for Natural Weight
- 8. ANALYSIS REQUIREMENTS
 - 8:1 Methods of Analysis
 - 8:2 Calculating Factor - Moisture
 - 8:3 Mixing
 - 8:4
 - 8:5 Certificates
 - 8:6 Costs
- 9. NOTICES
- 10. NON-COMPLIANCE WITH THE RULES
- 11. RETENTION OF SAMPLES
 - 11:1
 - 11:2
 - 11:3
- 12. ANALYSTS ADDRESSES

DEFINITIONS- TYPES OF SAMPLES

- **Increment Samples**
Samples taken by hand scoop (or whatever instrument appropriate) direct from the consignment of less than 1 kilo in weight, or if taken mechanically, weight appropriate to the equipment.
- **Bulk Sample**
Is the accumulation of all the increment samples.
- **Contractual Samples**
Samples reduced from the bulk sample sealed to 1 kilo containers each, in as many containers as required by Rule 5.
- **Analysis Samples**
Samples are reduced from the contractual samples, by the laboratories, to quantities appropriate for analysis tests.

1. GENERAL

For all contracts incorporating the terms and conditions of The Grain and Feed Trade Association (GAFTA), samples shall be drawn, mixed and sealed in accordance with the following rules: -

- 1:1 For the purpose of these Rules, the words "Buyers" and "Sellers" shall be deemed to be the parties to the contract and their respective superintendents at the port where the cargo is loaded and/or discharged and/or transshipped.
- 1:2 Pursuant to the contract terms and for the purposes of these Rules, superintendents shall be appointed from the GAFTA Approved Register of Superintendents.
- 1:3 If one of the parties is not represented for sampling or refuses to draw and/or seal samples as called for under the contract, the other party shall under advice to that party call upon a competent independent organisation for the appointment of a superintendent to act on their behalf to draw and/or seal samples according to these Rules. Extra expenses incurred in this connection shall be borne by the defaulting party.
- 1:4 The word "sealed" shall mean jointly sealed samples by the Buyers and Sellers or their superintendents and shall be sealed in such a manner as to prevent any access to the sample without breaking or removing the seal. The seal's mark should be clearly identifiable and clearly visible.

1:5 Sample Labels

Every contractual sample shall be sealed and shall bear the name of the ship, the quantity represented by the sample and the date the sample was sealed, and any other pertinent information which may be required on the label as follows:

Sender

M.V.

From

To

Commodity

Bags/Bulk

Marks

Shipper/Seller/Buyer

Set No Sample No.

Date and Place of Sealing

Quantity represented by this sample

Part Total Quantity of

Purpose of Sample

*Arbitration (Quality/Rye Terms), Natural Weight/Analysis

* delete as appropriate

D/O	Receiver	Quantity
B/L		
No.		
Seals		

.....

(Labels may be purchased from Gafta)

- 1:6 For parties who have contracted in long tons, samples should be drawn for every 500 long tons, and for parties who have contracted in metric tons, samples should be drawn every 500 tonnes.

2. METHOD OF DRAWING SAMPLES

- 2:1 Samples shall be taken as required by the contract, in accordance with the following provisions of the Rules, during the discharge, and/or loading and/or transshipment operations as the case may be.

In the event that the operations preclude access to the hold or a mutually agreed acceptable sampling point, the superintendents may stop the operation in order to draw increment samples as required by these Rules. The parties are deemed to have agreed to this procedure. Sampling points have to be carefully selected, and agreed by the superintendents, at a point where the increment samples drawn are representative of the goods loaded and/or discharged and/or transshipped.

If samples are to be drawn outside of natural daylight they must be drawn under full and properly adequate ship's lighting and/or installation lighting. Irrespective of the time or place of sampling, the division, classification and sealing of contractual samples shall always be carried out in daylight or, in artificial light if considered adequate and mutually agreed by the superintendents.

2:2 Increment Samples

2:2:1 According to the rate of loading or discharge, increment samples shall be taken uniformly and systematically in order to achieve representative samples of the consignment, and placed in mutually agreed suitable container(s), to be kept closed and secure. As many increment samples as practically and physically possible shall be taken throughout discharge/loading, and where possible, each increment sample should not exceed 1 kilogram.

2:2:2 For contractual tonnage over 500 tonnes and under 5,000 tonnes a minimum of 20 kilogram, and over 5,000 tonnes a minimum of 10 kilogram, bulk sample of increments shall be taken for each 500 tonnes. However, if the contractual tonnage is less than 550 tonnes, the bulk sample of increments drawn shall be not less than 40 kilograms.

2:2:3 In any event, before the contractual sets of samples are prepared; increments shall be taken from the whole of the contract tonnage, except where the parties have agreed that the standing-in clause applies. In which event increments shall be taken from either the whole bill of lading quantity, or hold tonnage pursuant to Rule 5:2:1 and 5:2:3.

2:2:4 Security

If, due to the vast tonnage being loaded or discharged the bulk increment samples cannot be contained in one place, or at any cessation of work, and when full, the containers containing the increment samples must be sealed by the superintendents, and for safe custody, placed in a mutually approved secure place, until required to be divided and reduced for the contractual sets of samples.

2:2:5 Division of Increment Samples

Upon completion of the loading or the discharge of the contractual tonnage, all increment samples shall be emptied on to a well cleaned and flat surface (or for PP/PE bags into the approved mechanical division system - see Rules 3:3), in an area free from any possible contamination. The increment samples representing the total contractual quantity shall be thoroughly mixed into a bulk sample. Upon completion of the increment sampling, the bulk sample shall then be divided until reduced to the required quantity needed for the contractual sets of samples, and these samples shall be sealed without delay.

2:3 Bags

2:3:1 For goods in bags increment samples shall be drawn from original bags which are clearly identifiable with the appropriate markings; (a) for up to 100 bags, not less than 20 of the bags shall be sampled; (b) for up to 1000 bags, not less than 50 of the bags shall be sampled, and (c) over 1000 bags, not less than 3% with a minimum of 50 of the bags shall be sampled. Increment samples shall be drawn uniformly, by a piercing spear from the top, middle and bottom of each bag. If it is not possible to draw a sample by spear efficiently, then the original bags may be opened to sample by hand scoop. So far as is possible samples shall be drawn from the ends and middle of the bags in rotation.

2:3:2 Bags for cutting and starting (bleeding); when goods are loaded from bags to be cut and bled into the hold(s) of the vessel, increment samples shall be taken at the nearest point to the hold, either in accordance with Rule 2:4:1 for goods in bulk, or if not possible, samples shall be drawn from the bags as provided in Rule 2:3:1 for goods in bags.

2:3:3 Slab Cakes in bags; one cake to be taken from each of a number of bags selected at random but not less than 5 bags per 100 tonnes. Each cake to be broken into 8 pieces of about equal size. Each sample shall contain equal portions from each part of the cake.

2:4 Bulk

2:4:1 For goods in bulk at loading; increment samples shall be drawn uniformly and systematically, concurrently with loading at the nearest practicable point to the vessel. If increment samples are drawn from conveyor, or ex-vehicle, or ex-silo overside to vessel, they shall be drawn from a moving stream. If loading is by grab, increment samples shall be drawn from the quay or barge from the bulk, excluding the run. Increment samples shall be taken by ordinary hand scoop, spear, or by other mutually agreed equipment throughout loading.

2:4:2 For goods in bulk at discharge; increment samples shall be drawn uniformly and systematically, concurrently with discharge, from various parts of the hold in a fair proportion, excluding the run. If for any reason they cannot be drawn from the hold, increment samples shall be drawn uniformly and systematically, concurrently with discharge, at the nearest practicable point to the hold, preferably from a moving stream when discharging overside, or to silo, to craft or other means of transport. Increment samples shall be taken by ordinary hand scoop or by other mutually agreed equipment throughout discharge.

2:4:3 Slab Cakes in bulk; 5 cakes to be selected at random for each 100 tonnes. Each cake to be broken into 8 pieces of about equal size. Each contractual sample shall contain equal portions from each part of the cake.

2:5 Containers

Where goods are loaded, shipped or delivered in containers, in bulk or bags, increment samples shall be drawn in accordance with Rule 2:3 and 2:4 at the stuffing and unstuffing of the container, as the case may be, in accordance with the contract, by the most practical means possible agreed by the superintendents.

2:6 Contracts for Road and Rail Transport

Where grain samples are required to be taken from wagons or vehicles at loading, the increment samples shall be taken by spear from not less than 3 sampling points from each wagon or vehicle. Where feedingstuffs samples are required to be taken from wagons or vehicles at loading, the increment samples shall be drawn by ordinary hand scoop or by other mutually agreed equipment, from the moving stream at the outlet of the filling hopper. At discharge grain and feedingstuffs increment samples shall be drawn by ordinary hand scoop, or by any mutually agreed equipment, from the moving stream at the outlet(s) of the wagons or vehicles.

3. SAMPLE BAGS AND SAMPLE CONTAINERS

3:1 CB. (Containing Bags)

"CB" means the containing bags shall be new, made of non-toxic, odourless, unglazed, insewn, man-made or natural fibre or a mixture thereof, sufficiently tightly woven to retain all dust and/or foreign matter and prevent the moving apart of the warp and the weft of the material. They shall be tightly filled and securely tied before sealing.

3:2 MPC. (Moisture Proof Containers)

"MPC" means the containers shall be bottles, jars or tins with close fitting lids, or strong polythene of a minimum 250 gauge bags securely tied, and that such containers are labelled and shall be sealed, and if required by either superintendent, enclosed in a sealed "CB".

3:3 PP/PE. (Polypropylene/Polyethylene)

When the Council of GAFTA has given prior approval in writing to an operator to use an electrical/mechanical system for the division, packing and sealing samples, bags of sufficiently ventilating foil of PP/PE polypropylene/polyethylene material may be used in place of CB referred to in 3:1 above, or bags of non-ventilating foil of PP/PE polypropylene/polyethylene material may be used in place of containers MPC referred to in 3:2 above.

4. QUALITY CERTIFICATION AT TIME OF LOADING.

Where the contract provides that a certificate of inspection of a superintendent, government or authority at time of loading shall be final as to quality, then the superintendent, government or authority shall be solely responsible for drawing samples and Rules 1:3 and 5 do not apply.

An arbitration sample will be drawn only for those contract specifications, quality/condition/guarantees and warranties required under the contract and not covered by the certificate of inspection.

5. CONTRACTUAL SAMPLES REQUIRED FOR ANALYSIS TESTS AND ARBITRATION PURPOSES

5:1 Sets of Samples

A contractual set of samples is required for each 500 tonnes, or for any balance or contract for a lesser quantity, except where such balance does not exceed 50 tonnes, in which event a further sample is not required but the quantity shall be incorporated into the last samples drawn and so recorded on the sample labels. All contractual samples for any purpose shall be not less than 1 kilogram, except for natural weight tests where the samples shall be not less than 5 kilograms. Unless the contract stipulates otherwise, sets of samples of each parcel are required as follows: -

5:1:1 For Grain, Pulses, Seeds and Rice (except Malting Barley) at Loading sold on FOB Contracts or at

Discharge sold on CIF, CIFFO, C&F Contract Terms

One set of samples consists of the following: -

- CB - arbitration
- CB - analysis
- MPC - moisture when required by the contract
- CB - Natural Weight Tests - See Rule 7
- CB - FAQ Standard to be sent to GAFTA

Where the analysis for warranties and guarantees is to be determined by GAFTA, or their appointed analysts, or other accepted authority/analysts agreed by both parties, this set of samples and analysis instructions shall be sent to them within 14 consecutive days of sealing.

5:1:2 For Malting Barley at Loading sold on FOB Contracts or at Discharge sold on CIF, CIFFO, C&F Terms

Two sets of samples are required, to be marked "Set 1" and "Set 2" respectively, and each set consists of the following: -

- CB - arbitration
- CB - germination/admixture
- MPC - moisture/protein/calibration or screening
- CB - varietal purity
- CB - FAQ standard, to be sent to GAFTA

Where the analysis for warranties and guarantees is to be determined by GAFTA or their appointed Analysts or other accepted authority/analysts, both sets of samples and analysis instructions shall be sent to them by the last buyers within 21 consecutive days of sealing

For the second test, either party shall have the right, within 7 consecutive days from receipt of the first certificate to claim a second analysis in respect of the warranties or guarantees. Notification of such claim shall be given to GAFTA, or other accepted authority/analysts, as well as to the other party.

5:1:3 For Fertiliser at Loading sold on FOB Terms or at Discharge sold on CIF, CIFFO, C& F Terms

One set of samples consists of the following: -

- MPC - analysis
- MPC - analysis
- MPC - arbitration/analysis

Notwithstanding anything contrary in these Rules for parcels smaller than 1500 tonnes, samples shall be sealed per 250 tonnes. Buyers to arrange for analysis with an independent laboratory of their choice within 14 consecutive days after completion of discharge, and where no allowance is payable the costs will be for the account of Buyers. Sellers may accept the results of this test, or ask for a second test within 14 consecutive days after receipt of the certificate of analysis of the first test. In which case any allowances will be based on the results of the second test, but where no allowance is payable the costs of this test will be for the account of Sellers.

5:1:4 For Molasses sold on FOB Terms or at Discharge sold on CIF, CIFFO, C&F Terms

Every hour throughout loading/discharge half-litre samples shall be drawn from the sample points in all the loading/discharge pipelines. A composite sample of these half-litre samples shall be thoroughly mixed into 6 samples of approximately 1 litre each, jointly sealed and numbered;

- Nos. 1 and 2 to be held by Buyers
- Nos. 3 and 4 to be held by Sellers
- Nos. 5 and 6 to be held by Buyers for future reference.

Jointly sealed samples may also be taken from the tanks of Buyers' vessel for verification purposes. Buyers and Sellers shall each send one sample to an independent laboratory of their choice within 14 consecutive days of sealing.

5:1:5 For Feedingstuffs Sold on CIF, CIFFO, C&F Contract Terms at Discharge

One set of samples consists of the following: -

- MPC - analysis and where moisture is guaranteed
- * CB - analysis
- CB - analysis
- CB - arbitration purposes

For marine and animal products all above samples shall be contained in MPC's.

- * In the event the Standing-in-Clause applies, the 2nd analysis sample shall be in a MPC.

(For castor seed and/or castor seed husk and sand and/or silica analyses samples - see Rule 5:1:10)

a) First Analysis Test

If required by Buyers, the sealed samples in a MPC and analysis instructions shall, within 14 consecutive days of sealing be dispatched to one of the following analysts for analysis as required by the terms of the contract. In the event that this option is not decided at the time of the contract, the choice of analyst shall be that of the instructing party.

AGER,

or to Arbitrage-en Verzoeningskamer voor Granen en Zaden van Antwerpen,
or to Institut Europeen de L'Environnement de Bordeaux,
or to LabCo,
or to Salamon & Seaber,
or to Jordi Vidal,

Within 14 consecutive days of receipt of the certificate of analysis of this sample Buyers shall send a true copy thereof to Sellers stating whether they accept this analysis or whether they require a second analysis. Whereupon Sellers shall despatch the samples and the instructions in accordance with par.b).

b) Second Analysis Test

Sellers have the right within 14 consecutive days of receipt by them of the true copy of the certificate of analysis to give notice to Buyers that they require a second analysis, and to dispatch another of the sealed samples and analysis instructions, without delay, to Eurofins for analysis. The mean of the two analyses shall be accepted as final if the variation does not exceed 0.50%. Should either party require further analysis but fail to make application therefor and to send samples within the time limit, then the mean of the two analyses then existing shall be deemed to be final.

c) Third Analysis Test

If the variation stated in Rule (b) above does exceed 0.50% then at the request of either party, made within 14 consecutive days of receipt (by them) of the true copy of the certificate of the second analysis, and on notice being given to the other party a third sealed sample shall be dispatched without delay to Eclipse for analysis, and the mean of the two analyses of all three tests nearest to each other shall be accepted as final and binding on both parties.

5:1:6 For Marine and Animal Products Sold on Contracts No.9 at Discharge and No.113 and for Feedingstuffs on Contract No.119 at Loading

One set of samples is required consisting of the following:-

- MPC - analysis
- MPC - arbitration

Buyers may accept Sellers' analysis but if required by Buyers, any one of the sealed samples together with instructions shall, within 14 consecutive days of sealing, be dispatched to Salamon & Seaber. In the event that this option is not decided at the time of arrival, the choice of analyst shall be that of the instructing party. This analysis shall be final and any claim arising from it shall be made within 14 consecutive days of the date thereof, accompanied by the certificate of analysis or a true copy.

5:1:7 For Ex-store Contracts Nos: 109 and 110

One set of samples in CB, is required for the purposes of the contractual warranties for analysis by Salamon &

Seaber. The party landing the goods shall appoint and instruct an independent GAFTA approved superintendent to draw and seal fully representative samples. Such samples will be drawn during the discharge of the importing vessel at the port in the country of the delivery place named in the contract. Notwithstanding the provisions of Rule 1:4, every sample shall be sealed and shall bear the name of the ship, quantity represented by the sample, together with the total quantity of which each sample forms part, the date the sample was sealed, a statement that the samples were sealed and taken in accordance with these Rules for analysis pursuant to Contracts Nos. 109 or No. 110 and any other pertinent information which may be required, in accordance with Rule 1:5. The laboratory shall record this information on the analysis certificate.

5:1:8 For Feedingstuffs and Fishmeal Sold on Contracts Nos. 10, 104, 112 and 118

The provisions of Rule No. 5:1:5 (a), (b), (c) and 5:1:11, apply, except that the first analysis test shall be carried out by Salamon & Seaber, the second analysis test by Eurofins and the third analysis test by Eclipse. (For fishmeal, samples shall be contained in MPC's). In addition, with regard to Contract No.112, Buyers have the option of requiring all analysis tests, for all or any of the contractual warranties, at the same time. In which case they shall be responsible for forwarding samples and giving the instructions to the analysts within 14 consecutive days of the sealing of samples. In that event the costs including analyses costs shall be for the account of the Buyers. Buyers shall send a notice to Sellers, at the same time as sending instructions to the analysts, that they have called on the analysts for all three tests at the outset.

5:1:9 For Goods Damaged and/or Out of Condition - "tale quale" and "rye terms"

For contracts on "tale quale" terms or terms other than "rye terms", without prejudice to Sellers' rights and responsibilities under the contract, Sellers' superintendents at Buyers request shall jointly seal samples of goods arriving damaged or out of condition in accordance with the provisions of this Rule.

For "rye terms" contracts samples shall in any event be drawn by the superintendents in accordance with the provisions of these Rules.

- a) Goods arriving damaged and/or out of condition, including "rye terms", shall be sampled on board the vessel at time of discharge, but in cases where both parties agree that it is not practicable for the classification and sampling to be carried out on board, then goods damaged and/or out of condition shall be landed on the quay or discharged to lighter for the purpose of such classification.

Sampling and sealing of classified sets of samples shall take place within the port area as soon as possible after the damaged goods are landed or discharged into lighter, always provided that all the damaged and/or out of condition and sound goods are classified. In the event of agreement not being reached, without prejudice to the parties rights and responsibilities under the contract, either party or both parties shall, after giving notice to the other party, apply to a competent independent organisation for the appointment of an independent superintendent to act on behalf of the other party and samples shall be drawn jointly under all reserves.

- b) The sets of sealed samples in classified lots shall be a fair and true indication of the degree of damage and/or out of condition goods, and the sample labels shall show the proportion of the tonnage so affected. Lumpy goods, if in bags, shall be sampled by cutting from top to bottom and withdrawing samples by hand if necessary.

The sample labels shall show the gross discharged weight of each classification it represents inclusive of any extraneous substance.

Sets of samples drawn and sealed pursuant to Rule 2:3 or 2:4 and 5 shall be taken for each classification as follows: -

- | | |
|-----|---|
| CB | - lumpy/damaged/out of condition - For Buyers |
| CB | - lumpy/damaged/out of condition - For Sellers |
| MPC | - water, or oil, or liquid and/or chemical damaged goods - For Buyers |
| MPC | - water, or oil, or liquid and/or chemical damaged goods - For Sellers |
| CB | - sound goods for comparison purposes of 1 kilo irrespective of tonnage - For Buyers |
| CB | - sound goods for comparison purposes of 1 kilo irrespective of tonnage - For Sellers |

- c) The "rye terms" samples (held by the Sellers and held by the Buyers) shall be forwarded to GAFTA within 7 consecutive days of discharge from the vessel or on completion of classification and sealing.

whichever happens later. The expenses incurred in sealing and forwarding of samples shall be paid half by Buyers and half by Sellers.

In the event of it being proved to the satisfaction of the arbitrators that one set of sealed samples, in part or whole, has been lost, damaged or destroyed prior to the expiration of the period for forwarding permitted under this clause, or that the said set having been forwarded in accordance with this clause has been lost, damaged or destroyed during transit, then either party shall be entitled to proceed to arbitration on the other complete set of sealed samples.

5:1:10 For Castor Seed and/or Castor Seed Husk, and/or for Sand and/or Silica Analyses

One set of samples consists of the following: -

- MPC - 1st analysis for castor seed and/or castor seed husk, and/or sand and/or silica analysis
- CB or MPC - 2nd analysis for castor seed and/or castor seed husk, and/or sand and/or silica analysis
- CB or MPC - 3rd analysis for sand and/or silica

a) First Analysis (For the ports of Belgium, Denmark, France, Italy, Netherlands, Norway, Spain, and Sweden)

For goods discharged at the above ports the first analysis for castor seed and/or castor seed husk and/or sand and/or silica shall be made by the following: -

- at Belgian Ports - Arbitrage-en Verzoeningskamer voor Granen en Zaden van Antwerpen,
- at Dutch Ports - LabCo,
- at French Ports - IEEB,
- at Italian Ports - AGER,
- at Norwegian, Swedish or Danish Ports - Steins Laboratorium As,
- at Spanish Ports - Jordi Vidal,

Within 14 consecutive days of sealing, the sealed samples in MPC's shall be dispatched to the appropriate analyst. If a second analysis for castor seed and/or castor seed husk and/or sand and/or silica is required such analysis shall be made by Salamon & Seaber on the sample already in their possession for a test of oil and protein or starch, as per Rule 5:1:5, but if a sample is not in their possession, on a sample sent to them without delay after receipt of the analysis certificate in respect of the first analysis for castor seed and/or castor seed husk, or sand and/or silica.

b) First Analysis (other ports)

For goods discharged at other ports the first analysis for castor seed and/or castor seed husk and/or sand and/or silica shall be made by Salamon & Seaber on one of the samples as per Rule 5:1:5 which shall, within 14 consecutive days of sealing, be dispatched to the analyst and which may also be used for other analyses if required.

c) Second Analysis (other ports)

If a second analysis for castor seed and/or castor seed husk and/or sand and/or silica is required, such analysis shall be made by Eurofins. If a sealed sample is not in the possession of Eurofins' laboratory when a second analysis is required as per Rule 5:1:5, another sealed sample, which shall also be used for other analyses if required, shall be sent to Eurofins' laboratory within 3 business days, after receipt of the analysis certificate in respect of the first analysis for castor seed and/or castor seed husk, or sand and/or silica as the case may be.

d) Third Analysis for Sand and/or Silica (all ports)

If a third analysis for sand and/or silica is required by either party such analysis shall be made by Eclipse. If a sealed sample is not in the possession of Eclipse's laboratory when a third analysis is required as per Rule 5:1:5, then another sealed sample, which shall also be used for other analyses if required, shall be sent to Eclipse within 3 business days, after receipt of the analysis certificate in respect of the second analysis for sand and/or silica.

5:1:11 Arbitration Sample

Any one of the sealed samples shall be retained for arbitration purposes, if required.

5:1:12 Moisture Guarantee

Where moisture is guaranteed, one set of samples in MPC's shall be drawn and the result of the first analysis

test shall be final.

5:1:13 For Bags and Sacks

If Buyers so request, Sellers' superintendent shall seal sample(s) of bags/sacks considered by Buyers' superintendent to be unsuitable and/or torn, but without prejudice to Sellers' rights and responsibilities under the contract. Samples of empty bags/sacks shall be sealed in four categories: - sound, lightly damaged, medium damaged, and heavily damaged. One bag to be selected to represent each category and the percentage of each category to be agreed by the superintendents and stated on the label(s).

5:2 Standing-in Provisions for Sampling Feedingstuffs

The provisions of Rule 5:1:5, 5:1:9 and Rule 5:1:11 apply except where they are modified by or inconsistent with the following Rules: -

5:2:1 For All Ports, excluding French Ports and excluding Dutch Ports for Goods of North and South American Origin

- a) If the goods concerned in the contract are sold under a standing-in clause and form part of a larger quantity in a hold, Buyers are deemed to have agreed, for their proportion, to abide by the samples drawn and sealed from that hold, for the purposes of analysis and/or arbitration. Goods from each hold shall be sampled and samples analysed separately in accordance with these Rules. If the goods are discharged simultaneously from more than one hold, but not more than two holds, through one discharging unit only, the standing-in quantity shall be the total tonnage of those holds for any receiver taking delivery from them.
- b) The CIF receiver(s) or their agents shall be responsible for forwarding samples and analytical instructions to both Salamon & Seaber and LabCo for all ports, (excluding Belgian and French ports), and for Belgian ports to both Salamon & Seaber and Arbitrage- en Verzoeningskamer voor Granen en Zaden van Antwerpen, and obtaining from the two analysts a certificate of analysis. When sending instructions to the analysts the instructing party shall advise the analysts of the following: - the hold number, the bill of lading number, the delivery order number, the name of the vessel and the date of sealing, as well as the names of all receivers who have agreed to stand-in, together with their individual tonnages.
- c) Samples shall be drawn and sealed conjointly by the first CIF seller(s) and the CIF receiver(s) or their respective agents.
- d) Copies of the certificates of analysis showing the relevant details of his proportion shall be sent to any CIF receiver who has contractually requested an analysis. The mean of the two tests shall apply for the purpose of allowances or arbitration and shall be accepted as final if the variation does not exceed 0.50%. Copies of the certificate of analyses shall be sent no later than 14 consecutive days from receipt of the last certificate by the Buyers to the Sellers.
- e) If the variation stated exceeds 0.50% then, at the request of either party under advice to their contractual party within 14 consecutive days of receipt by them of the last certificate of analysis, the third test shall be carried out by Eurofins and the mean of the two analysis tests nearest to each other shall be accepted as final and binding of the parties.
- f) The average of the first and second moisture test results shall be used as the calculating factor for the third test.

5:2:2 For French Ports

- a) If the goods concerned in this contract are sold under a standing-in clause, and form part of a larger parcel, Buyers are deemed to have agreed to abide by the samples drawn and sealed from the whole original parcel covered by the same bill of lading for the purposes of analysis and/or arbitration.
- b) The last CIF receiver(s) or their agents shall be responsible for forwarding samples and analytical instructions to both Salamon & Seaber and I.E.E.B, and obtaining from each of these analysts a certificate of analysis. When sending instructions to the analysts the instructing party shall advise the analysts of the following: - the bill of lading number, the delivery order number, the name of the vessel and the date of sealing, as well as the names of all receivers who have agreed to stand-in, together with their individual tonnages.
- c) Samples shall be drawn and sealed conjointly by the first CIF seller(s) and the CIF receiver(s) or their

respective agents.

- d) Copies of the certificates of analysis showing the relevant details of his proportion shall be sent to any CIF receiver who has contractually requested an analysis. The mean of the two tests shall apply for the purpose of allowances or arbitration and shall be accepted as final if the variation does not exceed 0.50%. Copies of the certificate of analyses shall be sent no later than 14 consecutive days from receipt of the last certificate by the Buyers to the Sellers.
- e) If the variation stated exceeds 0.50% then, at the request of either party under advice to their contractual party within 14 consecutive days of receipt by them of the last certificate of analysis, the third test shall be carried out by Eurofins and the mean of the two analysis tests nearest to each other shall be accepted as final and binding of the parties.
- f) The average of the first and second moisture test results shall be used as the calculating factor for the third test.

5:2:3 For Dutch Ports for Goods of North and South American Origin

- a) If the goods concerned in the contract are sold under a standing-in clause and form part of a larger quantity in a hold, Buyers are deemed to have agreed, for their proportion, to abide by the samples drawn and sealed from that hold, for the purposes of analysis and/or arbitration. Goods from each hold shall be sampled and samples analysed separately in accordance with these Rules. If the goods are discharged simultaneously from more than one hold, but not more than two holds, through one discharging unit only, the standing-in quantity shall be the total tonnage of those two holds for any receiver taking delivery from them.
- b) The first CIF seller or their agents shall be responsible for forwarding samples and analytical instructions within 14 consecutive days from sealing to both Salomon & Seaber and LabCo, and obtaining from the two analysts a certificate of analysis. When sending instructions to the analysts the instructing party shall send copies to the respective CIF receivers or the agents and shall advise the analysts of the following; the hold number, the bill of lading number, the delivery order number, the name of the vessel and the date of sealing, as well as the names of all receivers who have agreed to stand-in, together with their individual tonnages.
- c) The first CIF seller(s) or their agents shall send photocopies of the analysis certificates to all CIF receivers or their agents who have agreed to stand-in as shown on the labels of the sample, within 14 consecutive days from receipt of the last certificate by the first CIF seller. In case the first CIF seller(s) or their agents should fail to do so within 14 consecutive days of sealing, then the CIF receiver(s) or their agents may forward samples and analytical instructions within 28 consecutive days of sealing. Copies of the analysis certificates shall be sent no later than 14 consecutive days from receipt of the last certificate by the CIF receiver or his agent to the first CIF seller or his agent as shown on the label and to all CIF receivers or their agents as shown on the label, who have agreed to stand-in.
- d) The mean of the two tests shall apply for the purposes of allowances or arbitration and shall be accepted as final if the variation does not exceed 0.50%. If the variation exceeds 0.50%, the first CIF seller has the option to ask for a third test. This test shall be carried out by Eurofins. The first CIF seller shall advise the CIF receivers no later than 14 consecutive days from receipt of the last certificate of analysis, whether or not they require a third test. In case the first CIF sellers does not use this option, the CIF receiver(s) have the option to ask for a third test by Eurofins. CIF receiver(s) in that case shall advise the first CIF sellers whether or not a third test will be requested within 7 consecutive days of receipt of the notice from the first CIF sellers that the first CIF sellers does not require a third test will thereupon give instructions for the third test to be carried out. Certificates of analysis of the third test shall be sent by the first CIF sellers to the CIF receiver(s) within 7 consecutive days after receipt of the certificate from the analyst. In case a third test has been carried out, the mean of the two analysis tests nearest to each other shall be accepted as final.
- e) The average of the first and second moisture test results shall be used as the calculating factor for the third test.

6. DISPATCH OF SAMPLES, ANALYSIS INSTRUCTIONS AND CERTIFICATES

6:1 The party requiring any of the respective analyses pursuant to these Rules shall be responsible for the dispatch of the relative sample(s) and shall give directly, or through an agent or representative acting on their behalf, to the

analyst concerned, or to GAFTA when required by these Rules, instructions specifying what analyses are to be carried out, both to be done within the time limit stated in the foregoing Rules, and unless otherwise stated in these Rules, they shall send to the other party a copy of the relative certificate of analysis within 14 consecutive days of receiving it from the analyst.

Should the Buyers or any representatives acting on their behalf fail to both dispatch samples and to instruct the analyst, or GAFTA when required by these Rules, or fail to forward the certificate within the time limits within these Rules, then any claim for rejection or for an allowance in respect of any matters dealt with under the contract shall be deemed to be waived and absolutely barred, unless the arbitrators or board of appeal as the case may be, shall in their absolute discretion determine otherwise.

6:2 Feedingstuffs and Cereal By-Products in Bulk Discharged at Rotterdam and Amsterdam

For analysis of feedingstuffs and cereal by-products in bulk, discharged at Rotterdam and Amsterdam, contractual samples for standing-in purposes shall be forwarded to LabCo, to be divided and reduced. Contractual samples for other purposes may also be submitted to LabCo to be divided and reduced. The resulting sample(s) will be forwarded to the analyst in accordance with the provisions in these Rules.

7. NATURAL WEIGHT

7:1. Rules for Determining Natural Weight

7:7:1 When a natural weight is guaranteed at time of shipment or at discharge, samples of the sound portion of the cargo or parcel shall be taken in accordance with these Rules and forwarded as soon as possible GAFTA, or other agreed authority/analysts.

7:7:2 Upon receipt of the said samples GAFTA shall forthwith measure and weigh the same not less than five times on the Gravitron 3000 Counter-Machine and shall issue a certificate of the mean natural weight, which shall be final and binding on the parties. The whole of the samples to be weighed.

7:7:3 Any allowance due for deficiency in the guaranteed natural weight shall be paid only in respect to the sound portion of the cargo or parcel, but if the ascertained natural weight allowance is greater than the allowance given for "Rye Terms" on any portion, the difference shall be allowed to Buyers.

7:7:4 In every case in which an allowance for inferiority in quality is claimed, the Arbitrators shall, in determining the same, take into consideration the allowance (if any) already made for deficiency in guaranteed natural weight, according to the rule endorsed on the contract.

7:7:5 The cost of said certificates to be paid half by Buyer and half by Seller.

7:7:6 Where the natural weight is guaranteed at time of shipment or at discharge within a margin (as for example 66 kilograms - 67 kilograms) no allowance shall be made if the weight ascertained as herein provided be within the margin; but if the weight be below the minimum guaranteed, the allowance for deficiency shall be computed from the mean weight of the margin.

7:2. Allowances.

Any deficiency in the guaranteed natural weight shall be allowed for at 1% off the contract price per kilogram per hectolitre. Fractions of one kilogram, in proportion. If the deficiency exceeds 2.5 kilograms per hectolitre the allowance to be mutually agreed or settled by arbitration.

8. ANALYSIS REQUIREMENTS

8:1 Methods of Analysis; to be prescribed by GAFTA, being the GAFTA Rules No.130, for the time being in force. Where GAFTA does not prescribe a method, this has to be agreed by the parties who shall undertake to instruct the Analysts. Otherwise the test method to be decided by the Analyst. Analysts shall state on the certificate of analysis what methods they have used.

8:2 Calculating Factor - Moisture; Where a moisture test is part of the test method required to establish the analysis result, that moisture test result shall be recorded on the analysts certificate and shall apply as a calculating factor to any subsequent second or third test.

Formulae:

E.g.: Protein Result = A %
1st Moisture = Y %
2nd Moisture = X %

Result calculated to the 1st Moisture is
given by:
$$\frac{A \times 100 - Y}{100 - X}$$

- 8:3 **Mixing**; when the contractual quantity is represented by more than one sample, the analyst shall mix the samples together in proportion to the weight represented by each sample. When arbitration samples are sent to GAFTA, the arbitrator(s) will be entitled to mix the samples together.
- 8:4 Where the difference between 3 analysis tests is the same, the average of the three results shall apply for the purposes of allowances.
- 8:5 **Certificates**; irrespective of which party to the contract submits samples and gives instructions to the analysts, the analysts are entitled to supply to the other party a copy of the certificate upon application. Each analysis certificate shall state on it the relevant information from the sample label.
- 8:6 **Costs**; the cost(s) of the analysis (es) for each separate warranty shall be borne by Buyers in cases where no allowance is payable, but by Sellers if Buyers are entitled to an allowance, in which case the analysts' administration and bulking costs shall also be for the account of Sellers.

9. **NOTICES**

In case of resales the notices clause in the contract shall apply, except that the certificates of analysis shall be passed by mail by the next business day following receipt.

10. **NON-COMPLIANCE WITH THE RULES**

In the event of non-compliance with the preceding provisions of these Rules being raised at arbitration as a defence, any quality and/or condition and/or rye terms arbitration claim shall be deemed to be waived and barred, unless the arbitrators or board of appeal as the case may be, shall in their absolute discretion determine otherwise.

11. **RETENTION OF SAMPLES**

- 11:1 The parties' superintendents shall dispose of samples drawn by them at the expiry of 3 months from the date of sealing. They may however retain samples for a longer period upon written request by either party to the contract.
- 11:2 Whilst GAFTA will make every effort to protect all samples entrusted to its care, neither the Association nor any of its servants or agents shall be under any liability whatsoever to any party having any interest in any samples received by it in pursuance of these Rules for any loss or damage to any such sample. The samples when delivered to GAFTA shall become its absolute property, and the Association shall not be responsible for the safe custody of any samples lodged. GAFTA shall be at liberty to dispose of samples at the expiry of 6 months from the date of receipt. GAFTA, however, may retain samples for a longer period upon written request.
- 11:3 All standard samples made up by and in the possession of GAFTA shall be the property of the Association, and may from time to time be inspected by Members at the premises of GAFTA on payment of the prescribed fee.

12. **ANALYSTS ADDRESSES:-**

ASSOCIAZIONE GRANARIA EMILIANA ROMAGNOLA,
AGER,
Piazza Costituzione 8,
40128 Bologna, Italy
Tel: +39 051 519051 - Fax: +39 051 501043 - Telex: 521568
E-Mail ager@iperbole.bologna.it
Website www.comune/bologna.it/iperbole/ager

ARBITRAGE -EN VERZOENINGSKAMER VOOR GRANEN EN ZADEN VAN ANTWERPEN,
Borzestraat 29,
2000 Antwerpen, Belgium
Tel: +32 3 233.43.93 Fax: +32 3 233.34.60 - Telex: 31454
E-mail imexgra@bi.be
Website www.imexgra.org

ECLIPSE SCIENTIFIC GROUP,

Medcalfe Way,
Bridge Street,
Chatteris,
Cambs. PE16 6QZ
UK.
Tel: +44 1354 695 858
Fax: +44 1354 692 215
Sales@esglabs.co.uk
www.eclipsescientific.co.uk.

EUROFINS SCIENTIFIC LTD,
455 New Cross Road,
London SE14 6TA, UK
Tel: +44 20-8694 9330 - Fax: +44 20-8691 9163
E-mail Johnsalter@eurofins.com
Website www.eurofins.com

INSTITUT EUROPEEN DE L'ENVIRONNEMENT
DE BORDEAUX,
(I.E.E.B),
1, Rue du Professeur Vezes,
33300 Bordeaux, France
Tel: +33 5 56 01 84 00 - Fax: +33 5 57 87 11 63

LABCO B.V., Laboratory Services
(LabCo),
Elbeweg 141, 3198 LC Europoort,
Rotterdam, Netherlands
Tel: + 31 181 262355 - Fax: +31 181 263424 - Telex: 29626
E-mail info@labco.nl
Website www.labco.nl

LABORATORIO VIDAL S.L.,
Crta. de Valencia,
No: 223 Edif. Salduba,
Urb. Virgen del Pilar,
43006 Tarragona, Spain
Tel: +34 9 77 55 11 14 - Fax: +349 77 55 11 13
E-mail; jvidal@bitmailer.net
Website www.render.es/laboratoriosvidal

SALAMON & SEABER LTD.,
Britannia House,
68 Hanbury Street,
London, E1 5JL, UK
Tel: +44 20-7247 6312 - Fax: +44 20-7251 0018 - Telex: 295179
E-mail post@salamonandseaber.co.uk
Website www.salamonandseaber.co.uk

STEINS LABORATORIUM A.S.
Ladelundvej 85, DK-6650 Broerup,
Denmark
Tel: +45 75 38 17 33 - Fax: +45 75 38 37 21