

Effective for contracts dated from 1st April 2012



Sampling Rules

No.124

(Incorporating the Methods of Analysis Form No. 130)

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

Copyright

**Printed in England and issued by
GAFTA**

**THE GRAIN AND FEED TRADE ASSOCIATION
9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP**

E-mail Address: post@gafta.com

URL: www.gafta.com

INDEX

SECTION ONE

SAMPLING RULES

1. SCOPE
2. DEFINITIONS
 - 2.1 Cargo Superintendent
 - 2.2 Increment Samples
 - 2.3 Bulk (Aggregate) Sample
 - 2.4 Contractual Samples
 - 2.5 Analysis Samples
 - 2.6 Point of Determination
 - 2.7 Containing Bags (CB)
 - 2.8 Moisture Proof Containers (MPC)
3. GENERAL
4. METHOD OF DRAWING SAMPLES
 - 4.1 Sampling Points
 - 4.2 Increment Samples
 - 4.3 Bags
 - 4.4 Bulk
 - 4.5 Shipping Containers
 - 4.6 Contracts for Road and Rail Transport
5. SAMPLE LABELS
6. CONTRACTUAL SAMPLES FOR ANALYSIS TESTS AND ARBITRATION PURPOSES
 - 6.1 Quality Certification Final at the Point of Determination
 - 6.2 Arbitration Samples
 - 6.3 Sets of Samples
7. STANDING-IN PROVISIONS
 - 7.1 For All Ports Except Where Rule 7.2 Applies
 - 7.2 For Dutch Ports for Goods of North and South American Origin
8. DISPATCH OF SAMPLES
 - 8.1 Dispatch of Samples, Retention of Samples, Analysis Instructions and Certificates.
 - 8.2 Reduction of Contract Samples for Dispatch To Analysts
9. RETENTION OF SAMPLES

SECTION TWO

ANALYSIS RULES

- 1. SCOPE**
- 2. ANALYSIS SAMPLES**
 - 2.1**
 - 2.2. Mixing**
 - 2.3**
- 3. ANALYSTS**
- 4. GENERAL**
 - 4.1 Certificates**
 - 4.2**
 - 4.3. Notices**
 - 4.4 Non-Compliance with the Rules**
- 5. METHODS OF ANALYSIS (Form No. 130)**
- 6. REFEREE ANALYSTS**

SECTION ONE SAMPLING RULES

1. SCOPE

For all contracts incorporating the terms and conditions of The Grain and Feed Trade Association (Gafta) these Rules apply for the purposes of sampling the goods, preparation and distribution of samples at the point of determination, analysis methods, tests and certification.

2. DEFINITIONS

2.1 Cargo Superintendent

A superintendent is an organisation or company whose primary business activities are in the profession of inspection and who is appointed by (or on behalf of) Buyers and/or Sellers. A superintendent shall operate independently; free from any commercial, financial or other pressures in accordance with the Sampling Rules, the Code of Practice for Superintendents and Surveyors and the Code of Conduct of Gafta.

2.2 Increment Samples

Samples taken by hand scoop (or whatever instrument appropriate) direct from the consignment of less than 1 kilogram in weight, or if taken mechanically, of whichever weight is appropriate to the equipment.

2.3 Bulk (Aggregate) Sample

The accumulation, combined and well mixed total of all the increment samples of the contractual quantity

2.4 Contractual Samples

Samples reduced from the bulk sample sealed into not less than 3 kilogram containers each, in as many containers as required by the Rules.

2.5 Analysis Samples

Sample(s) reduced from the contractual samples by the laboratories listed on the Gafta Register of Approved Analysts, to quantities appropriate for analysis.

2.6 Point of determination

The place and/or places where the contractual samples are drawn and sealed.

2.7 Containing Bags (CB)

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.

2.8 Moisture Proof Containers (MPC)

"MPC" means the containers shall be bottles, jars or tins with close fitting lids, or strong polythene of a minimum 250 µm 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. GENERAL

3.1 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.

3.2 Pursuant to the contract terms and for the purposes of these Rules, superintendents shall be appointed from the Gafta Register of Approved Superintendents.

3.3 The parties are responsible for providing their appointed superintendents with precise instructions.

3.4 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 superintendent from another company

listed on the Register of Approved Superintendents 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.

- 3.5** Subject to the prior approval by the Council of Gafta alternative packaging and sealing methods may be applied.
- 3.6** 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 visible and identifiable.

4. METHOD OF DRAWING SAMPLES

4.1 Sampling Points

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. In the event that the facility is unsafe, or 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.

If samples are to be drawn outside of natural daylight they must be drawn under full and properly adequate ships 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.

4.2 Increment Samples

4.2.1 According to the rate of loading or discharge, increment samples shall be taken throughout, uniformly and systematically, in order to achieve representative samples of the whole consignment.

4.2.2 As many increment samples as practically and physically possible (but not less than as set out in Table 1 below) shall be taken throughout discharge/loading, and where possible, each increment sample should not exceed 1 kilogram. The total of increments, (bulk aggregate sample), shall be placed in mutually agreed suitable container(s), to be kept closed and secure.

Table 1: Increment sampling - size of lots, number and size of consignments.

Consignment size	Tonnes	0-5000	5001-10,000	10,001 - 25,000	>25,000
Lot size	Tonnes	500	1000	2500	5000
No. of increments per lot	number	min 20	min 30	min 40	min 50
Min bulk aggregate sample per lot	Kilos	20	30	40	50
Max weight of increments	Kilos	1	1	1	1

4.2.3 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 7.1 and 7.2.

4.2.4 Security

If, due to the large amount of 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.

4.2.5 Division of Bulk (Aggregate) Samples

The bulk sample shall then be divided until reduced to the required quantity needed for the contractual set of samples by a method mutually agreed by the superintendents, and these samples shall be sealed without delay. The increment samples representing the total contractual quantity shall be thoroughly mixed into a bulk sample.

The bulk sample shall then be divided until reduced to the required quantity needed for the contractual set(s) of samples, and these samples shall be sealed without delay.

If, due to physical and/or practical restrictions, it is impossible to mix all the increment samples representing the total contractual quantity into one bulk sample, then bulk lot samples may be pre-reduced equally and proportionally to not less than 25% of the original quantity, for mixing.

Contractual samples shall be placed in clean containers. The containers shall be suitable for the mass of the contractual samples. The mass shall be appropriate for all the analyses that are to be carried out. The containers shall also preserve the initial characteristics of the contractual samples. Ideally these containers shall be completely full and shall be sealed to avoid any change in their contents. If present, seals shall be tamper proof and identifiable.

4.3 Bags

4.3.1 For goods in bags

Increment samples shall be drawn from original bags selected at random from the parcel 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 1,000 bags, not less than 50 of the bags shall be sampled, and (c) over 1,000 bags, not less than 0.5% (1 in 200 bags) 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.

4.3.2 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 4.4.1 for goods in bulk, or if not possible, samples shall be drawn from the bags as provided in Rule 4.3.1 for goods in bags.

4.4 Bulk

4.4.1 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/craft from the bulk, excluding the run. Increment samples shall be taken by ordinary hand scoop, spear, or by other mutually agreed equipment throughout loading.

4.4.2 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 barge/craft or other means of transport. Increment samples shall be taken by ordinary hand scoop or by other mutually agreed equipment throughout discharge.

4.5 Shipping Containers

Where goods are loaded, shipped or delivered in containers, in bulk or bags, increment samples shall be drawn in accordance with Rule 4.3 and 4.4 at the stuffing and unstuffing of the container, as the case may be, in accordance with the contract, by the most practical means possible and agreed by the superintendents.

4.6 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.

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/Sellers/Buyers
 Set NoSample No.....
 Date and Place of Sealing.....
 Quantity represented by this sample
 Part Total Quantity of

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

* delete as appropriate

D/O	Receiver	Quantity
B/L		
No.		
Seals		

(Labels may be purchased from Gafta)

6. CONTRACTUAL SAMPLES REQUIRED FOR ANALYSIS TESTS AND ARBITRATION PURPOSES

6.1 Quality Certification Final at the Point of Determination

Where the contract provides that a certificate(s) of a superintendent, government or authority at the point of determination shall be final as to quality, then the superintendent, government or authority shall be solely responsible for drawing samples and Rules 3.4, 3.6 and 6.3 do not apply.

6.2. Arbitration Samples

Buyers and Sellers are entitled to attend at the point of determination and jointly seal a set of samples consisting of 3 kilograms per 5,000 tonnes or part thereof for arbitration purposes only (in which case 3.6 applies) to be retained by buyers. In the event that Buyers do not attend, Sellers shall draw and seal this set of samples and retain them. Arbitration samples drawn as above are not applicable for any contractual specifications covered by the certificates that are deemed final as to quality unless otherwise determined by arbitrators or board of appeal.

6.3 Sets of Samples

As many contractual sets of samples as the contract requires will be prepared. All contractual samples for any purpose shall be not less than 3 kilograms per 5,000 tonnes of contract quantity or part thereof except where such a balance does not exceed 250 tonnes.

Unless the contract stipulates otherwise, sets of samples are required as follows:-

6.3.1 For Grain, (except Malting Barley) Pulses, Seeds, and Rice

One set of samples for each 5,000 tonnes or part thereof consists of the following: -

- MPC - where moisture is guaranteed
- CB - analysis
- CB - arbitration

In accordance with the terms of the contract samples shall be dispatched to one of the analysts listed on the Register of Approved Analysts within 14 consecutive days of sealing. 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.

6.3.2 For Feedingstuffs and Biomass Products.

One set of samples for each 5,000 tonnes or part thereof consists of the following: -

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

If required by either party the sealed samples in a MPC and analysis instructions shall, within 14 consecutive days of sealing be dispatched to one of the analysts listed on the Register of Approved Analysts 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.

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

a) 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.

b) Second Analysis Test

Either party have the right within 14 consecutive days of receipt by them of the true copy of the certificate of analysis to give notice to the other that they require a second analysis, and to dispatch another of the sealed samples and analysis instructions, without delay to another analyst listed on the Register of Approved Analysts. 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 notify the other, 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 another of the Analysts listed in Section2 - Rule 6 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.

d) Retention of samples

Unless otherwise agreed by the superintendents.

- 1 x MPC and 1 x CB to be retained by Buyers.
- 2 x CB to be retained by Sellers.

In case of Standing in Clause applying for the 2nd Analysis in MPC:

- 1 x MPC and 1 x CB to be retained by Buyers.
- 1 x MPC and 1 x CB to be retained by Sellers.

6.3.3 For Malting Barley

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

Retention of samples: unless otherwise agreed by the superintendents

"Set 1" samples to be retained by Buyers.

“Set 2” samples to be retained by Sellers.

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. Unless otherwise agreed samples for 1st analysis shall be sent to VLB Berlin.

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.

6.3.4 For Marine and Animal Products

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

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

Procedure for 1st 2nd and 3rd analysis as per 6.3.2 above

Retention of samples:

- 2 x MPC to be retained by Buyers.
- 2 x MPC to be retained by Sellers.

6.3.5 For Fertiliser sold on CIF, CIFFO Contract No.114

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 1,500 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.

Retention of samples:

- 2 x MPC samples to be retained by Buyers.
- 1 x MPC to be retained by Sellers.

6.3.6 For Molasses sold on FOB Terms Contract No.115

Every hour throughout loading half-litre samples shall be drawn from the sample points in all the loading 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, 2, 5 & 6 to be held by Buyers.
- Nos. 3 and 4 to be held by Sellers.

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.

6.3.7 For Ex-store Contracts Nos: 109 and 110

One set of samples in CB, are required for analysis for the purposes of the contractual warranties. The party landing the goods shall appoint and instruct a superintendent from the Register of Approved Superintendents 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 3.6, 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. The laboratory shall record this information on the analysis certificate.

If samples are drawn at discharge of the vessel, ex-store Sellers have the option of using the same analysis certificates for the ex-store contract(s).

6.3.8 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, appoint a superintendent from another company listed on the Register of Approved Superintendents 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 4.3 or 4.4 and 6 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.

7. STANDING-IN PROVISIONS FOR SAMPLING OF FEEDINGSTUFFS.

The provisions of Rule 6.2, 6.3.2 and 6.3.8 apply except where they are modified by or inconsistent with the following Rules: -

7.1 For All Ports (Except where Rule 7.1.1 and 7.1.2 applies).

- 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) Samples shall be drawn and sealed conjointly by the first CIF seller(s) and the CIF receiver(s) or their respective agents.
- c) The last CIF receiver(s) or their agents shall be responsible for forwarding samples and analytical instructions to both Salamon & Seaber and Arbitrage-en VerzoeningskamervoorGranen en Zaden van Antwerpen 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.
- 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 one of the other analysts listed in Section 2 Rule 6 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.

7.1.1 For French ports only

Rule 7.1 above applies, except 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 and that samples and analytical instructions shall be sent to both Salamon & Seaber and Arbitrage-en VerzoeningskamervoorGranen en Zaden van Antwerpen.

7.1.2 For Belgian ports only

Rule 7.1 above applies, except that samples and analytical instructions shall be sent to both Salamon & Seaber and Arbitrage-en VerzoeningskamervoorGranen en Zaden van Antwerpen.

7.2 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) Samples shall be drawn and sealed conjointly by the first CIF seller(s) and the CIF receiver(s) or their respective agents.
- c) The first CIF seller or their agents shall be responsible for forwarding samples and analytical instructions within 14 consecutive days from sealing to both Salamon & Seaber and Arbitrage-en Verzoeningskamervoor Granen en Zaden van Antwerpen, and obtaining from the two analysts a certificate of analysis. 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. 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.
- d) 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. 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.
- e) 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 AGER Laboratorio Chimico Merceologico Microbiologico. 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 seller does not use this option, the CIF receiver(s) have the option to ask for a third test by AGER Laboratorio Chimico Merceologico Microbiologico, 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.
- f) The average of the first and second moisture test results shall be used as the calculating factor for the third test.

8. DISPATCH OF SAMPLES, RETENTION OF SAMPLES, ANALYSIS INSTRUCTIONS AND CERTIFICATES

- 8.1** 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 party requiring any of the respective analyses pursuant to these Rules : 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.

8.2 Reduction of contractual samples for dispatch to analysts

The samples for contractual analysis may be submitted to an analyst listed on the Register of Approved Analysts for the purpose of dividing and reduction of the contractual sample(s) to a sealed laboratory size sample of no less than 3 kilograms representing the total contractual quantity. The resulting sample will be forwarded to

another analyst on the Register of Approved Analysts for analysis in accordance with the provisions in these Rules.

9. RETENTION OF SAMPLES

9.1 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.

9.2 All contractual samples drawn and sealed under these rules by Buyers and Sellers or their respective representatives shall, save for Rule 9.3, remain the property of both parties to the contract.

9.3 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.

SECTION TWO ANALYSIS RULES

- 1. SCOPE**

These Rules apply for the purposes of analysis tests, methods and certification for all contracts incorporating the terms and conditions of The Grain and Feed Trade Association (Gafta).
- 2. ANALYSIS SAMPLES**
 - 2.1** Samples are reduced from the contractual samples, by the laboratories, to quantities appropriate for analysis tests.
 - 2.2 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.
 - 2.3** Where the difference between 3 analysis tests is the same, the average of the three results shall apply for the purposes of allowances.
- 3. ANALYSTS**

Unless specified in the Sampling Rules, Rules Nos. 6 and 7, referring the Analysts listed at the end these Rules as Referee Analysts, Analysts shall be appointed from the GAFTA Register of Approved Analysts. If the appointed Analyst cannot carry out the test(s) they shall send the samples to another Analyst on the Approved List of Analysts to perform the test on their behalf, but the first appointed Analyst shall report the results.
- 4. GENERAL**
 - 4.1 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.
 - 4.2** In cases where no allowances are payable following analysis, the party requesting that analysis shall be obliged to pay for the analysis. However, where allowances are payable following analysis, the cost of analysis will be borne by the party paying the allowance.
 - 4.3 Notices**

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.
 - 4.4. 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.
- 5. METHODS OF ANALYSIS (FORM No. 130)**
 - 5.1** Methods of Analysis are prescribed by Gafta, being the Gafta Register of Analysis Methods Rules No.130, listed below, 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 shall be decided by the analysts.

Analysts shall state on the certificate of analysis what methods they have used.

For all contracts incorporating the terms and conditions of the Grain & Feed Trade Association (GAFTA), analyses tests shall be carried out in accordance with the following methods. The full detailed methodologies are available from the Association.

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.

Method 1.0 PREPARATION OF SAMPLE FOR ANALYSIS

Method 2.0 MOISTURE

- 2.1 In Feedingstuffs
- 2.2 In Cereals and Pulses, except for malting barley
- 2.3 In Malting Barley
- 2.4 Water by Vacuum Sand Drying

Calculating Factor - Moisture

For all contract specifications to be determined on an “as is” basis, moisture tests on the first analysis shall be recorded on the analysts certificate and shall apply as a calculating factor to any subsequent (2nd or 3rd) tests.

Formula:		Result calculated to the 1 st Moisture is given by:
E.g.: Protein Result	=	A%
1st Moisture	=	Y%
2nd Moisture	=	X%
		$\frac{A \times 100 - Y}{100 - X}$

Method 3.0 OIL PROCEDURE A - SOLVENT EXTRACTION FOR ALL FEEDINGSTUFFS

Method 4.0 CRUDE PROTEIN FOR ALL FEEDINGSTUFFS

Method 5.0 DIGESTIBLE CRUDE PROTEIN

- 5.1 Proteins Soluble in Pepsin and Hydrochloric Acid
- 5.2 Pepsin Activity

Method 6.0 UREA

Method 7.0 URIC ACID

Method 8.0 AMMONIA AND VOLATILE NITROGENOUS BASES

Method 9.0 PHOSPHORUS

Method 10.0 CRUDE FIBRE FOR ALL FEEDING STUFFS

Method 11.0 SUGARS:

- 11.1 Sugar – Luff Schoorl Method
- 11.2 Reducing Sugars (Invert) in Cane and Beet Molasses – Sucrose Calculation
- 11.3 Reducing Sugars (Invert) in Beet Molasses
- 11.4 Reducing Sugars (Invert) in Cane Molasses
- 11.5 Preparation and Standardisation of Fehling’s Solution
- 11:6 Lactose in all Feedingstuffs

Method 12.0 CRUDE ASH

Method 13.0 ASH INSOLUBLE IN HYDROCHLORIC ACID (Sand and/or Silica)

Method 14.0 SAND ONLY

Method 15.0	WATER-SOLUBLE CHLORIDES
Method 16.0	CALCIUM
16.1	Calcium - Volumetric Method
16.2	Calcium Atomic Absorption Method
Method 17.0	COPPER - DIETHYLDITHIOCARBAMATE SPECTROPHOTOMETRIC METHOD
Method 18.0	MAGNESIUM
18.1	Magnesium – Gravimetric Method
18.2	Magnesium – Atomic Absorption Method
Method 19.0	VITAMINS
19.1	Vitamin A (Retinol)
19.2	Thiamine Hydrochloride (Vitamin B ₁ Aneurine)
19.3	Ascorbic Acid and Dehydroascorbic Acid (Vitamin C)
19.4	Menadione (Vitamin K ₃)
Method 20.0	HYDROCYANIC ACID
Method 21.0	VOLATILE MUSTARD OIL
Method 22.0	GLUCOSINOLATES (EC/18/64 Method)
Method 23.0	FREE AND TOTAL GOSSYPOL
Method 24.0	AFLATOXIN DETERMINATION
24.1	For the Determination of Aflatoxin B ₁ in Compound Animal Feed and all Feedingstuffs, or
24.2	Aflatoxin B ₁ – For certain Straight Feedingstuffs, or
24.3	Aflatoxin B ₁ – For all other Feedingstuffs
Method 25.0	CARBONATES
Method 26.0	SODIUM
Method 27.0	UREASE ACTIVITY
Method 28.0	STARCH
28.1	Starch - Polarimetric Method
28.2	Starch – Pancreatic Method
Method 29.0	ISOBUTYLIDENEDIUREA
Method 30.0	CASTORSEED HUSK
Method 31.0	HARD FLINT, DENTED MAIZE
Method 32.0	NATURAL WEIGHT TESTS

Rules for Determining Natural Weight

- a) 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 or analysts.
- b) 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.
- c) 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.

d) 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.

e) The cost of said certificates to be paid half by Buyer and half by Seller.

f) 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.

g) **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.

Method 33.0 MICROBIOLOGY – GENERAL GUIDELINES ON METHODS FOR THE DETECTION OF SALMONELLA

Method 34.0 WET GLUTEN IN WHEAT FLOUR

34.1 Determination of Wet Gluten in Wheat Flour – Hand Washing

34.2 Mechanical Determination of the Wet Gluten Content of Wheat Flour (Glutomatic)

Method 35.0 ADMIXTURE IN WHEAT, BARLEY, RYE, OATS, TRITICALE AND SMALL PULSES

Method 36.0 METHOD LAID DOWN IN THE ANALYTICA-EBC, REF: 3.11.1 SIEVING TEST FOR BARLEY

6. REFEREE ANALYSTS

ADDRESSES:-

AGER Laboratorio Chimico Merceologico Microbiologico,

Piazza Costituzione 8,

40128 Bologna, Italy

Tel: +39 051 519051 –

Fax: +39 051 501043

Email info@agerborsamerici.it

Web site www.agerborsamerici.it

ARBITRAGE -EN VERZOENINGSKAMER VOOR GRANEN EN ZADEN VAN ANTWERPEN,

Lange Nieuwstraat 17,

2000 Antwerpen, Belgium

Tel: +32 3 233.43.93 Fax: +32 3 233.34.60

E-mail info@imexgra.org

LABORATORY FSFI,

Centre for Grain Quality Assurance,

11/41 Neftegazosiemki str,

Ramenskoye,

140100 Moscow,

Russia

Tel : +8 496 463 4562

Email Psamail@bk.ru

SALAMON & SEABER LTD.,

Britannia House,

68 Hanbury Street,

London, E1 5JL, UK

Tel: +44 20-7247 6312 - Fax: +44 20- 7650 7943

Email post@salamonandseaber.co.uk

Web site www.salamonandseaber.co.uk

Versuchs und Lehranstalt für Brauerei in Berlin (VLB) e.V. (Malting Barley only),

Seestrasse 13

13353 Berlin

Germany

Tel: +49 30 45080285

Fax: + 49 30 4531390

Email: burbidge@vlb-berlin.org

Web site: www.vlb-berlin.org

Effective for Contracts dated from, 1st April 2012

Printed in England and issued by

GAFTA

**THE GRAIN AND FEED TRADE ASSOCIATION
9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP**

E-mail Address: post@gafta.com

URL: www.gafta.com