

AddendumNo. 93

Copyright
THE GRAIN AND FEED TRADE ASSOCIATION

QUALITY TERMS FOR FEEDINGSTUFFS CONTRACTS

**delete/specify as applicable*

Date

These terms are an addendum attaching to and forming part of contract, dated No:

1. SPECIFICATIONS

1.1(A) **Oil & Protein combined without reciprocal allowances:** The goods are warranted to contain not less than % of oil and protein combined, or

1.1(B) **Oil & Protein combined with reciprocal allowances:** The goods are warranted to contain not less than % of oil and protein combined, or

1.1(C) **Oil & Protein separated without reciprocal allowances:** The goods are warranted to contain not less than % of protein and min % & max % of oil, or

1.1(D) **Oil & Protein separated with reciprocal allowances:** The goods are warranted to contain not less than % of protein and min % & max % of oil, or

1.2 **Sand and/or Silica:** The goods are warranted to contain not more than 1.50% (or where agreed %) of sand and/or silica.

1.3 **Castor Seed/Castor Seed Husk:** The goods are warranted free from castor seed and/or castor seed husk.

1.4 **Moisture:** Basis..... %

1.5(A) **Fibre:** The goods are warranted to contain not more than % fibre, without reciprocal allowances.

1.5(B) **Fibre:** The goods are warranted to contain not more than % fibre, with reciprocal allowances.

1.6 **Datura:** The goods are warranted to contain not more than %

1.7 **Admixture including Foreign Vegetable Matter:** Basis 2% (or where agreed %)

1.8 **Undesirable Substances:** The goods shall not exceed the limits for feed materials in Directive No.98/60/EC, and as amended and in force at time of the contract.

1.9 The goods are not intended for sale nor sold as being suitable for straight feedingstuffs, but are only suitable as raw materials for further processing and mixture with other materials as to which no warranty is given or to be implied as the percentage of these goods to be used in any such operation which is at Buyers' sole

risk.

2. ALLOWANCES AND REJECTION

Should the whole or any portion not turn out equal to warranty, the goods must be dealt with as provided hereinafter.

2.1(A) Oil & Protein combined without reciprocal allowances:

For any deficiency of oil and protein combined as warranted in Clause 1.1 (A) there shall be allowances to Buyers at the following rates: 1% of the contract price for each of the 1st 3 units of deficiency under the warranted percentage; 2% of the contract price for the 4th and 5th units and 3% of the contract price for each unit in excess of 5 and fractions in proportion. When the combined content of oil and protein is warranted within a margin (as for example 40/42%) no allowance shall be made if the analysis ascertained as herein provided be not below the minimum, but if the analysis result is below the minimum warranted the allowance for deficiency shall be computed from the mean of the warranted content.

2.1(B) Oil & Protein combined with reciprocal allowances:

For any deficiency of oil and protein combined as warranted in Clause 1.1 (B) there shall be an allowance to Buyers as per the scale provided in Clause 2.1 (A). For any excess of oil and protein combined Buyers shall pay to Sellers a premium on a 1:1 basis and fractions in proportion.

2.1(C) Oil & Protein separated without reciprocal allowances:

For any deficiency of protein or deficiency/excess of oil as warranted in Clause 1.1 (C), there shall be allowances to the Buyers as per the scale provided in Clause 2.1 (A) and fractions in proportion.

2.1(D) Oil & Protein separated with reciprocal allowances:

For any deficiency of protein and deficiency/excess of oil as warranted in Clause 1.1 (D), there shall be allowances to the Buyers, as per the scale provided in Clause 2.1 (A). For any excess of protein Buyers shall pay to Sellers a premium on a 1:1 basis and fractions in proportion.

2.2 Sand and/or Silica:

For any excess of sand and/or silica there shall be an allowance of 1% of the contract price for each unit of excess and proportionately for any fraction thereof. Should the goods contain over 3% of sand and/or silica the Buyers shall be entitled to reject the goods, in which case the contract shall be null and void, for such quantity rejected.

2.3 Castor Seed and/or Castor Seed Husk:

Should the analysis show a percentage of castor seed husk not exceeding 0.005% the Buyers shall not be entitled to reject the goods, but shall accept them with the following allowances:

- 0.75% of contract price if not exceeding 0.001%,
- 1% of contract price if not exceeding 0.002%, and
- 1.50% of contract price if not exceeding 0.005%.

Should the first analysis show the goods free from castor seed and/or castor seed husk such analysis shall be final, but in the event of the first analysis showing castor seed husk to be present a second sample may be analysed at the request of either party and the mean of the two analyses shall be taken as final. Should the parcel contain castor seed husk in excess of 0.005% Buyers shall be entitled to reject the parcel, in which case the contract shall be null and void for such quantity rejected. Nevertheless, should Buyers elect to retain the parcel they shall be entitled to a further allowance for any excess over 0.005% of castor seed husk, to be mutually agreed or settled by arbitration.

2.4 Moisture:

Should the whole or any portion not turn out equal to the warranty, the goods shall be taken at an allowance to Buyers of 1% for 1% up to 3% over the contract warranty or fractions in proportion. Any excess over 3% contract warranty Buyers have the right of rejection. Should Buyers elect not to reject, they shall be entitled to allowances for the excess over 3% at a scale greater than 1% for 1%, to be mutually agreed or settled by arbitration.

2.5(A) Fibre without reciprocal allowances:

For any excess of fibre above 0.50% of the contract warranty Sellers shall pay to Buyers an allowance in accordance with the following scale:

- 2% for 1% for the first and second percent,
- 3% for 1% for the third, fourth and fifth percent,
- 4% for 1% thereafter. Fractions in proportion.

108 **2.5(B) Fibre with reciprocal allowances:**

109 For any deficiency of fibre below 0.50% of the contract warranty Buyers shall pay to Sellers a premium in
110 accordance with the following scale:

- 111 2% for 1% for the first and second percent,
112 3% for 1% for the third, fourth and fifth percent,
113 4% for 1% thereafter. Fractions in proportion.

114 For an excess of fibre above 0.50% of the contract warranty, Sellers shall pay to Buyers an allowance as per
115 the scale provided in Clause 2.5 (A).

116
117 **2.6 Datura:**

118 Should the prescribed limit be exceeded, the Buyers have the right to reject, or accept the goods, with
119 damages, to be mutually agreed or settled by arbitration.

120
121 **2.7 Admixture including Foreign Vegetable Matter:**

122 Should the whole or any portion not turn out equal to the warranty the goods shall be taken at an allowance
123 to Buyers of 1% for 1% for the first 2.50% in excess and 2% for 1% for the second 2.50% in excess.
124 Fractions in proportion. If the warranty is exceeded by more than 5% Buyers have the right to reject or to
125 accept the goods with damages to be mutually agreed or settled by arbitration.

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127 **2.8 Undesirable Substances:**

128 Should any of the prescribed limits be exceeded, the Buyers have the right to reject. Damages to be mutually
129 agreed or settled by arbitration.

130
131 **3. REJECTION**

132 In the event of rejection as provided in Clauses 2.2, 2.3, 2.4, 2.6, 2.7 and 2.8 above, Buyers shall store the
133 goods separately in a sealed place so that the identity and condition of the goods is preserved, pending the
134 results of the final analysis tests. In the event it is established upon receipt of the final analysis certificate
135 that the Buyers should not have rejected the goods, the Sellers shall be entitled to recover damages and
136 proven extra expenses incurred. If the Buyers were entitled to reject the goods, then damages and proven
137 extra expenses incurred shall be borne by Sellers. Any damages to be settled in accordance with the Default
138 Clause. The right of rejection provided by this Addendum shall be limited to the parcel or parcels found to
139 be defective.

140
141 **4. SAMPLING AND ANALYSIS when Clauses 1.1 (B) and/or 1.1 (D) and/or 1.5 (B) apply**

142 For the purpose of sampling and analysis each parcel shall stand as a separate shipment and samples shall
143 be drawn in accordance with the contract. When Reciprocal Allowances Clauses 1.1 (B) and/or 1.1 (D)
144 and/or 1.5 (B) are agreed, then notwithstanding anything to the contrary in the contract, Buyers shall in
145 any event submit samples for tests in accordance with the provisions of the Sampling and Analysis Clause.
146 The fees shall be borne, half by Sellers and half by Buyers, except that if the Sellers fail to receive an analysis
147 certificate within a reasonable time, then after giving notice to Buyers, Sellers shall be entitled to call for the
148 tests and the fees shall be for the account of Buyers.

149
150 Methods of analysis to be prescribed by The Grain & Feed Trade Association, in accordance with GAFTA
151 Analysis Methods Form No. 130. The methods used to be stated on the analysis certificates.

152
153 This contract addendum is made upon the terms and conditions and rules of GAFTA Contract No: of
154 including the GAFTA Arbitration Rules No. 125 and the above details shall be taken as having been written
155 into such contract in their appropriate place.

156
157 Where the options in Clause 1 Specifications are not specifically agreed then the basis contract applies.

158
159 Both parties to this contract addendum admit the existence and agree the conditions of the contract form
160 referred to above.

Sellers.....Buyers.....

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GAFTA
THE GRAIN AND FEED TRADE ASSOCIATION
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