



Sampling Rules

No.124

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

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GAFTA
THE GRAIN AND FEED TRADE ASSOCIATION
9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP
post@gafta.com
www.gafta.com

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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, tests and certification.

2. DEFINITIONS

2.1 Cargo Superintendent

A superintendent is a 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 No. 124 Sampling Rules, the Code of Practice for Superintendents, the Code of Conduct of Gafta and shall be listed on the Gafta Approved Register of Superintendents. The Approved Register of Superintendents is maintained by Gafta and lists members of the Association who are superintendents and who hold current Quality Management certification/accreditation as set out in the Code of Practice for Superintendents.

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 accumulated, combined and well mixed total of all the increment samples of the contractual quantity.

2.4 Contractual Samples

Samples reduced from the bulk sample by division, sealed into not less than 3 kilogram containers each (with the exception of Rules 6.2.8 and 6.2.9), 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 Approved Register of Analysts, to quantities appropriate for analysis.

2.6 Sample Containers

Samples shall be packed in sample containers that can be made of appropriate material that is sufficiently strong and maintains the quality and condition of the samples with consideration given to the type of test/analysis the sample is intended for (if appropriate), for example where moisture is guaranteed under the contract then the container should maintain the moisture of the sample by being packed in a moisture proofed container.

A container is defined as bottles, jars or tins with close fitting lids or bags, including polythene, cotton or other suitable types of construction, which are securely tied. Such containers shall be labelled and sealed.

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 Approved Register of 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 Approved Register of 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 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 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	0-5,000	5,001-10,000	10,001 - 25,000	>25,000
Lot size	Tonnes	500	1,000	2,500	5,000
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

Note: A separate Sampling Guide is available from Gafta which illustrates how Table 1 should be applied. Sampling Guides are intended for guidance/illustrative purposes only and are not considered to form part of the contract.

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 Rules 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 increment samples representing the total contractual quantity shall be thoroughly mixed into a bulk sample in an area free from any possible contamination. The bulk sample shall then be divided until reduced to the required quantity needed for the contractual set(s) of samples by an appropriate Boerner type or riffle divider or any other method mutually agreed by the superintendents, 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.

Note: A separate Sampling Guide is available from Gafta which illustrates how pre-reduction should be applied. Sampling Guides are intended for guidance/illustrative purposes only and are not considered to form part of the contract.

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 over-side 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 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. Increment samples shall be taken by 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 un-stuffing 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 the required number of sampling points from each wagon or vehicle. For wagons or vehicles weighing up to 15 tonnes from 5 sampling points, for 16-30 tonnes from 8 sampling points and for over 30 tonnes 11 sampling points. As an alternative samples of grains can also be taken from a moving stream. Where feedingstuffs samples are required to be taken from wagons or vehicles at loading, the increment samples shall be drawn by 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 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. Other pertinent information may be required on the label as follows:

Sender.....
M.V.....
From
To
Commodity.....
Bags/Bulk
Marks
Shipper/Sellers/Buyers
Set No..... Sample 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

6. CONTRACTUAL SAMPLES REQUIRED FOR ANALYSIS TESTS AND ARBITRATION PURPOSES

6.1 Quality Certification Final at Loading or Discharge

6.1.1 Where the contract provides that a certificate(s) of a superintendent at loading or discharge shall be final as to quality, then the superintendent shall be solely responsible for drawing samples and Rules 3.4 and 3.5 do not apply.

6.1.2 Where the contract provides that a certificate(s) of a government or authority at the port of loading shall be final as to quality, then the government or authority shall be solely responsible for drawing samples and Rules 3.4, 3.5, 6.1.3, 6.1.4 and 6.2 do not apply.

6.1.3 The superintendents shall state on the certificate the name of the analyst(s) which carried out the test(s) and the method(s) used.

6.1.4 Arbitration Samples

Buyers and Sellers are entitled to attend at the point of loading or discharge 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 3.5 applies) to be retained by buyers. In the event that one party does not attend, the other party shall draw and seal this set of samples and retain them. Note: where certificates are to be issued by a government or authority, arbitration samples may not be obtainable. 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.

6.2 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:

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

One set of samples consists of the following:

- Sample 1: for analysis
- Sample 2: for arbitration
- Sample 3: spare

In accordance with the terms of the contract samples shall be dispatched to one of the analysts listed on the Gafta Approved Register of 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.

6.2.2 For Feedingstuffs and Biomass Products

One set of samples consists of the following:

- Sample 1: for analysis
- Sample 2: for analysis
- Sample 3: for analysis
- Sample 4: for arbitration

If required by either party the sealed sample(s) and analysis instructions shall, within 14 consecutive days of sealing be dispatched to one of the analysts listed on the Approved Register of 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 other party stating whether they accept this analysis or whether they require a second analysis. Whereupon the other party shall dispatch the samples and the instructions in accordance with part b).

a) Moisture Guarantee

Where moisture is guaranteed, one set of samples shall be drawn and the result of the first analysis test shall be final.

b) Second Analysis Test (where contractual allowances apply)

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 party 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 Approved Register of 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 party, 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 (where contractual allowances apply)

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 Rule 10 , 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, except where the difference between the three results is the same, in which case the average of three tests shall apply.

d) Retention of samples

Unless otherwise agreed by the superintendents:

- 2 samples from each of the sets to be retained by Buyers.
- 2 samples from each of the sets to be retained by Sellers.

6.2.3 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:

- Sample 1: for analysis
- Sample 2: for analysis
- Sample 3: for analysis
- Sample 4: for arbitration

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.

A set of samples with analysis instructions shall be sent to an analyst listed on the Approved Register of Analysts by the last buyers within 21 consecutive days of sealing.

Either party shall have the right, to claim a second analysis. Within 7 consecutive days from receipt of the first certificate notification of such claim shall be served to the other party and a second set of samples with analysis instructions shall be sent to an analyst listed on the Approved Register of Analysts.

6.2.4 For Marine and Animal Products

One set of samples is required consisting of the following:

- Sample 1: for analysis
- Sample 2: for analysis
- Sample 3: for analysis
- Sample 4: for arbitration

Procedure for 1st 2nd and 3rd analysis as per 6.2.2 above

Retention of samples: unless otherwise agreed by the superintendents:

- 2 samples from each of the sets to be retained by Buyers.
- 2 samples from each of the sets to be retained by Sellers.

6.2.5 For Fertiliser sold on CIF, CIPFO Contract No.114

One set of samples consists of the following:

- Sample 1: for analysis
- Sample 2: for analysis
- Sample 3: 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 samples from each of the sets to be retained by Buyers.
- 1 sample from each of the sets to be retained by Sellers.

6.2.6 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.

6.2.7 For Ex-store Contracts Nos. 109 and 110

One set of samples is required for analysis for the purposes of the contractual warranties. The party landing the goods shall appoint and instruct a superintendent from the Approved Register of 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 3.5, 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 No. 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).

6.2.8 Mycotoxins

Where the contract includes maximum levels for mycotoxins, specific instruction shall be given to the superintendents to make up an additional sample. 1 sample for feedingstuffs and 1 sample for grain from the aggregate bulk representing the total contractual quantity shall be taken for analysis.

In the case of corn (maize) in any event the size of the sample shall not be less than 10 kilograms.

6.2.9 Genetically Modified Organisms (GMO)

Where the contract includes a warranty or a guarantee relating to GMO, specific instruction shall be given to the superintendents to make up an additional sample. 1 sample for feedingstuffs and 1 sample for grain from the aggregate bulk representing the total contractual quantity shall be taken for analysis.

In the case of corn (maize) in any event the size of the sample shall not be less than 10 kilograms.

6.2.10 For Goods Damaged and/or Out of Condition - "rye terms"

For contracts on "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 Approved Register of 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. Water, or oil, or liquid and/or chemical damaged goods shall be sealed in plastic bags.

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:

lumpy/damaged/out of condition - For Buyers
lumpy/damaged/out of condition - For Sellers
water, or oil, or liquid and/or chemical damaged goods - For Buyers
water, or oil, or liquid and/or chemical damaged goods - For Sellers
sound goods for comparison purposes of 1 kilo irrespective of tonnage - For Buyers
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 proven 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 Rules 6.1.4, 6.2.2, 6.2.8, 6.2.9 apply except where they are modified by or inconsistent with the following Rules:

7.1 For All Ports (Except where Rules 7.1.1 and 7.1.2 apply)

- 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 Eurofins|LabCo 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) Sellers shall forward copies of the certificates of analysis showing the relevant details of the receiver's proportion to each 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.

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 Oleotest 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, except where the difference between the three results is the same, in which case the average of three tests shall apply.

- e) 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 ports in France 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 SGS France – Laboratoire de Rouen and the third test shall be carried out by Eurofins|LabCo.

7.1.2 For ports in Belgium only

Rule 7.1 above applies, except that samples and analytical instructions shall be sent to both Salamon & Seaber and Oleotest and the third test shall be carried out by Eurofins|LabCo.

7.2 For Ports in Netherlands 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 Eurofins|LabCo, 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.

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 Oleotest. 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 Oleotest. The 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 do 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 analyses (of all three tests nearest to each other) shall be accepted as final and binding on both parties, except where the difference between the three results is the same, in which case the average of three tests shall apply.

- e) 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, 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 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.

An arbitration sample shall be sent to Gafta when required for arbitration.

8.2 Reduction of Contractual Samples for Dispatch to Analysts

The samples for contractual analysis may be submitted to an analyst listed on the Gafta Approved Register of 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 Approved Register of Analysts for analysis in accordance with the provisions in these Rules.

Note: A separate Sampling Guide is available from Gafta which illustrates how reduction of contractual samples should be applied. Sampling Guides are intended for guidance/illustrative purposes only and are not considered to form part of the contract.

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 Approved superintendents will make every effort to protect all samples entrusted to its care, neither the superintendents 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.

10 REFEREE ANALYSTS ADDRESSES

Eurofins | LabCo

Bijdorpplein 21-23
2992 LB Barendrecht
The Netherlands

Postal address:

P.O. Box 510
2990 AM Barendrecht
The Netherlands
Tel: +31 (0)180 643000
Fax: +31 (0)180 616899

www.eurofins.com
labco@eurofins.com

SGS Oleotest NV

Lage Weg 427
B-2660 Antwerpen (Hoboken)
Belgium
Tel: +32 3 216 0115
Fax: +32 3 238 7672
www.oleotest.be
info@oleotest.be

Salamon & Seaber Ltd

First Floor
2-8 Beaumont Grove
London
E1 4NQ
UK
Tel: +44 20 7247 6312
Fax: +44 20 7650 7943
www.salamonandseaber.co.uk
post@salamonandseaber.co.uk

SGS France – Laboratoire de Rouen

Technopole du Madrillet
65 Rue Ettore Bugatti
Saint Etienne du Rouvray 76801
France
Tel: +33 2 3507 9191
Fax: +33 2 3507 9190
stephanie.ansel@sgs.com
www.sgs.com

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GAFTA
THE GRAIN AND FEED TRADE ASSOCIATION
9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP
post@gafta.com
www.gafta.com