Effective for contracts dated from 1 June 2023.

Sampling Rules
No.124

RULES FOR SAMPLING,
ANALYSIS INSTRUCTIONS
AND CERTIFICATION

Printed in England and issued by
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GAFTA SAMPLING RULES – CONTENTS

SAMPLING RULES

1. SCOPE

1.1. The Gafta No. 124 Sampling Rules specify the requirements for the sampling of goods traded on contracts incorporating Gafta terms and conditions. The Rules are applicable to sampling for the assessment of the quality and condition of the goods applicable to the requirements of the contract.

1.2. It is a requirement of Gafta contract terms and conditions that sampling is carried out by a Superintendent listed on the Gafta Approved Register of Superintendents in accordance with the Gafta 124 Sampling Rules.

1.3. Gafta Approved Superintendents are required to operate in accordance with the Code of Practice for the Approved Register of Superintendents.

1.4. The samples are dispatched to an Analyst listed on the Gafta Approved Register of Analysts who are in turn required to operate in accordance with the Code of Practice for the Approved Register of Analysts.

2. RELATED DOCUMENTS

- Gafta Code of Practice for the Approved Register of Superintendents
- Gafta General Code of Conduct Applicable to All Members
- Gafta Membership Rules and Membership Complaints and Disciplinary Regulations

3. DEFINITIONS

3.1. In this document the following words are used and defined as:
Must – This is a requirement of the rules which has to be met.
Should – This is a strong recommendation, but not mandatory.

3.2. **Consignment/Contractual Quantity**
A quantity of contract goods dispatched or received at one time and covered by a specific contract or shipping document.

3.3. **Gafta Approved Superintendent (hereinafter "Superintendent")**
An organisation or company whose primary business activities are in the profession of inspection of agricultural commodities and who undertake inspections, verifications, examinations, quality and condition assessments, and sampling and measurements of goods traded in accordance with Gafta contract terms and rules. Superintendents meet the requirements of the Gafta Code of Practice for the Approved Register of Superintendents and are listed online on the Gafta website. Superintendents are appointed by (or on behalf of) Buyers and/or Sellers and must operate independently; free from any commercial, financial or other pressures.

3.4. **Homogenisation of sample**
The thorough blending of individual samples by mechanical or manual means so that physical properties are evenly distributed throughout the sample. A cone shaped divider or riffle divider should be used (see also Annex 1).

3.5. **Lot**
An identified quantity of material from the consignment, from which an increment sample can be taken, to determine its characteristics. Lot size can vary depending on consignment quantity ~~size~~ as determined by Table 1.

3.6. **Nominated quantity**
The drawing of samples is based on the quantity expected to be loaded in a consignment (see Table 1). This quantity is advised in the instructions to the Superintendents. Where the instructions include a tolerance more or less, the mean quantity will be taken as the nominated quantity until and unless otherwise advised.

3.7. **Party/Parties**
"Buyers" and "Sellers" are deemed to be the parties to the contract. Their respective Superintendents are appointed representatives of the "buyer" and/or "seller.

3.8. **Samples**

3.8.1. **Increment Samples**

Amount of sample material taken at one time by hand scoop (or whatever instrument appropriate) direct from the consignment of less than or equal to 1 kilogram in weight, or if taken mechanically, of whichever weight is appropriate to the equipment.

3.8.2. **Lot sample**

The aggregation of all the increment samples of each lot, combined and homogenised

3.8.3. **Bulk Aggregate Sample**

The accumulated, combined, and homogenised total of all the (reduced) lot samples of the contractual quantity.

3.8.4. **Contractual Samples/Laboratory Sample**

Contractual samples reduced from the bulk aggregate sample by division, sealed into not less than 3 kilogram containers each (with the exception of Rule 9.4), in as many containers as required by the Rules.

3.9. **Sample Containers**

Samples must be packed in sample containers 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 a bottle, jar or tin with close fitting lid or a bag, including polythene, cotton or other suitable types of construction, which is securely tied. Such containers shall be labelled and sealed.

3.10. **Seals/Sealed**

The word "sealed" means jointly sealed samples by the Buyers and Sellers or their Superintendents and must be sealed in such a manner as to prevent any access to the sample without breaking or removing the seal. Seals must be tamper-proof and identifiable. The seal's mark should be clearly visible and identifiable.

4. GENERAL

4.1. The parties are responsible for providing their appointed Superintendents with precise instructions.

4.2. 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 must, 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 must be borne by the defaulting party.

NOTE: Not applicable when contract states 'Quality (Certificate) Final' at loading or at discharge.

4.3. 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 4.2, and 9.1.5 do not apply.

4.4. The sampling procedures must be carried out in such a way that the sampled material is protected from any source of accidental contamination caused by rain, dust, etc.

4.5. All the sampling procedures must be carried out over a sufficiently short period of time to avoid any modification of the volatile substances in the samples. If one of the sampling stages takes a long time, the increments, individually or combined, must be kept in sealed and secured containers.

4.6. Precautions must be taken to guarantee the integrity of all samples from the moment they are taken to the moment they are used in the laboratory.

4.7. The location selected for sampling must be at the point of loading into or discharge from the ship, barge, wagon or lorry or at the time of entry into or exit from the silo or warehouse, as agreed between the Superintendents and/or parties concerned.

4.8. If the facility is unsafe, or operations preclude access to the hold or a mutually agreed acceptable sampling point, the Superintendents should stop the operation in order to draw increment samples as required by these Rules. The parties are deemed to have agreed to this procedure.

4.9. The methods of taking samples from flowing lots must be adapted to the speed at which the products are flowing.

5. EQUIPMENT

5.1. All sampling equipment must be clean, dry, free from foreign odours and made from material which will not contaminate or alter the quality and the condition of the goods being sampled.
5.2. Sampling equipment must be thoroughly cleaned between consignments. Dividing equipment must be thoroughly cleaned between each sample to avoid cross-contamination.
5.3. The most suitable equipment should be chosen taking into account the product to be sampled, the quantity required and the containers to be used.
5.4. Mechanical sampling devices must have suitable points of access for the examination, cleaning, maintenance, and repair of all surfaces subject to wear.
5.5. Any nearby equipment must not adversely affect the operation of the sampler or delay its operation in any manner.
5.6. Lighting in the area of the sampler must be sufficiently intense and preferably permanently installed in order to allow the visual inspections of the sampling system.
5.7. The division, classification and sealing of contractual samples must always be carried out in daylight or, in artificial light if considered adequate and mutually agreed by the Superintendents.
5.8. Whenever possible, sampling should be carried out when the products are flowing so that all the constituent parts of the lot have the same probability of being sampled.

Examples of the types of equipment used for sampling and dividing are given in Annex 1

6. METHOD OF DRAWING SAMPLES

6.1. **Sampling Points**

6.1.1. Sampling points must 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.

6.2. **Drawing Increment Samples**

6.2.1. According to the rate of loading or discharge, increment samples must be taken throughout, uniformly and systematically, in order to achieve representative samples of the contractual quantity.
6.2.2. Increment samples must be taken from a moving stream unless this is not possible (see 6.3 Specific Requirements below).
6.2.3. Increment samples must be taken from the nearest practical point to the vessel/hold during loading or discharge.
6.2.4. Increment samples must be taken by hand scoop, spear, or by other mutually agreed equipment throughout loading or discharge.
6.2.5. As many increment samples as practically and physically possible (but not less than as set out in Table 1 below) must be taken throughout discharge/loading, and where possible, each increment sample should not exceed 1 kilogram.
6.2.6. All increment samples must be placed in mutually agreed suitable container(s), to be kept closed and secure.
6.2.7. When full and/or at the end of each work period and/or if the containers need to be moved, these containers must be sealed and placed in a mutually agreed secure place for safe custody until required for reduction and division.
6.2.8. All increment samples must be taken from the total contractual quantity before moving to the next stage of the process (division and reduction). The exceptions to this are when pre-reduction is mutually agreed (see section 7.5) or when the standing-in clause applies (see section 10).

6.3. **Specific Requirements**

6.3.1. **Loading/discharge by grab:** Increment samples must be drawn from the quay or vessel's hold from the bulk, excluding the run.
6.3.2. **Shipping Containers:** Increment samples must be taken from the moving stream during stuffing. For shipping containers loaded with bags, see 'Goods in Bags'.
6.3.3. **Goods in Bags:** A sample plan must be created to take samples from random bags as follows:

- 0-100 bags – samples taken from a minimum of 20 bags

- 100-1000 bags – samples taken from a minimum of 50 bags
- 1000+ bags – samples taken from 0.5% of the bags i.e., 1 in 200 bags, but no less than 50 bags

Samples from each bag are taken by spearing each bag 3 times in the top, middle and bottom of the bag. Where it is not possible to spear efficiently, the bag must be opened, and a hand scoop used.

6.3.4. **Goods in Bags for Cutting & Starting (Bleeding):** Where goods are loaded from bags cut and bled into the hold, samples must be taken from the nearest point to the hold, either from the moving stream or by spearing the bags before bleeding, as per 'Goods in Bags' above.

6.3.5. **Road/Rail Wagons & Vehicles:** A sample plan must be created to take samples by spear as follows:

- Wagons/Vehicles weighing up to 15 tonnes – minimum 5 sample/spear points
- Wagons/Vehicles weighing 16-30 tonnes – minimum 8 sample/spear points
- Wagons/Vehicles weighing 30+ tonnes – minimum 11 sample/spear points

Alternatively, samples can be taken from the moving stream during loading and discharge by hand scoop or other suitable equipment, at the closest practical point to the wagon/vehicle (e.g., outlet of the filling hopper during loading, or outlet of the wagon/vehicle during discharge).

6.3.6. **Molasses:** Every hour throughout loading half-litre samples shall be drawn from the sample points in all the loading pipelines.

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

Nominated Quantity	**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. See Annex 2.*

7. PREPARATION OF THE CONTRACTUAL/LABORATORY SAMPLES

7.1. The increment samples representing the total contractual quantity must be homogenised in a location free from any possible contamination to produce the bulk aggregate sample.

7.2. The bulk aggregate sample is then divided and reduced to the required number of contractual samples.

7.3. Reduction of the bulk aggregate sample must be carried out using an appropriate Boerner type or riffle divider or any other method mutually agreed by the Superintendents.

7.4. Contractual samples must be placed in suitable containers and sealed without delay.

7.5. **Pre-Reduction of Lot Sample**

7.5.1. This procedure is allowed when physical and/or practical restrictions prevent the homogenisation of all the increment samples representing the contractual quantity to produce the bulk aggregate sample, by mutual agreement of the Superintendents.

7.5.2. For this procedure, increment samples representing each lot are taken and combined to produce a lot sample (see Table 1 above).

7.5.3. Parties may agree to jointly seal these lot samples.

7.5.4. After homogenisation each lot sample is then reduced to not less than 25% of the original quantity of the lot sample.

7.5.5. Reduction of the lot samples must be carried out using an appropriate Boerner type or riffle divider or any other method mutually agreed by the Superintendents.

7.5.6. The reduced lot samples are then combined and homogenised to create a pre-reduced bulk aggregate sample.
7.5.7. Preparation of the Contractual/Laboratory Sample is then followed from point 7.2 above.

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. See Annex 2.*

7.6. **Preparation of contractual/analysis samples for Molasses**

7.6.1. A bulk aggregate sample of all the half-litre samples taken must be homogenized and then split into 6 contractual samples of approx. 1 litre each, jointly sealed and numbered 1-6.

8. SAMPLE LABELS

8.1. 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 .....
Transport / 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 .....

9. MAKING UP SETS OF CONTRACTUAL SAMPLES FOR ANALYSIS & ARBITRATION

9.1. **General**

9.1.1. A 'set' of contractual samples consists of the number of samples determined by commodity as per point 9.5 below.
9.1.2. Per 5,000 tonnes of the contractual quantity, or part thereof, one set of contractual samples must be prepared, except where such a balance does not exceed 250 tonnes. Each sample must be not less than 3 kilograms.
NOTE: where certificates are issued by a government or authority, arbitration samples may not be obtainable.
9.1.3. In accordance with the contractual terms, analysis samples must be dispatched to an analyst on the Gafta Approved Register of Analysts within 14 consecutive days of sealing. The choice of analyst is that of the instructing party or their representative unless otherwise agreed. Instructions specifying what analyses are to be carried out, along with another pertinent instructions, must accompany the samples.
9.1.4. Upon receipt of the certificate of analysis from the analyst, a copy must be sent to the other party within 14 consecutive days.
9.1.5. The Superintendent must state on the certificate the name of the analyst(s) who carried out the analysis and the method(s) used.

9.1.6. Failure to complete points 9.1.3 and 9.1.4 above within the specified timescales will deem any claim for rejection or allowances waived and absolutely barred, unless the arbitrators or Board of Appeal determine otherwise.

9.2. **Reduction of contractual samples prior to dispatch to analysts for contractual analysis**

9.2.1. These Rules allow for the homogenisation and reduction of all the contractual samples prior to dispatch for contractual analysis.

9.2.2. The reduction of contractual samples must be carried out by another analyst on The Gafta Approved Register of Analysts.

9.2.3. The resulting sealed sample of not less than 3 kilograms representing the total contractual quantity must be forwarded to contractually nominated analyst on the Approved Register of Analysts for analysis in accordance with the contract and the provisions of 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. See Annex 2.

9.3. **Retention of Samples**

9.3.1. Any samples not required for analysis or arbitration must be retained by the Superintendent for a period of 3 months from the date of sealing, unless otherwise instructed in writing by either party to the contract. At the expiry of 3 months from the date of sealing, the Superintendent must dispose of the samples.

9.3.2. All contractual samples drawn and sealed under these rules by Buyers and/or Sellers, or their respective representatives will remain the property of both parties to the contract.

9.3.3. Whilst Superintendents must 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.

9.4. **Mycotoxin and Genetically Modified Organisms (GMO) Samples**

9.4.1. Specific instructions will be provided to the Superintendent to make up one additional sample divided from the aggregate bulk sample when:

9.4.2. The contract includes maximum levels for mycotoxins,

9.4.3. The contract includes a warranty or guarantee relating to GMO.

9.4.4. In the case of maize (corn) the size of the sample must be at least 10 kilograms.

9.5. **Commodity and/or contract specific requirements**

9.5.1. **Grains, Pulses, Seeds & Rice (excluding Malting Barley)**

9.5.1.1. One set of samples consists of the following:

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

9.5.1.2. Samples are held by the Sellers (or their representative).

9.5.1.3. **Note:** Parties can request the Superintendent to draw additional analysis samples where the contract specifies additional quality analyses are required.

9.5.1.4. The analysis samples must 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 is that of the instructing party.

9.5.2. **Malting Barley**

9.5.2.1. Two duplicate 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

9.5.2.2. Unless otherwise agreed by the Superintendents:

"Set 1" samples to be held by the Buyers (or their representative).

"Set 2" samples to be held by the Sellers (or their representative).

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

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

9.5.3. **Feedingstuffs & Biomass and Marine & Animal Products**

9.5.3.1. 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

9.5.3.2. Unless otherwise agreed by the Superintendents:

Two samples from each set are held by the Buyers (or their representative)
Two samples from each set are held by the Sellers (or their representative)

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

9.5.3.4. **Second & Third Analyses - Applicable to feedingstuffs, biomass and marine & animal products**

Where contractual allowances apply second and third analysis tests are permitted as follows:

Second Analysis: Within 14 consecutive days of receipt copy of the certificate of analysis either party can 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%.

Third Analysis: If the variation between first and second analysis does exceed 0.50% then either party have the right to request a third analysis. Notification must be made to the other party with within 14 consecutive days of receipt (by them) of the true copy of the certificate of the second analysis, and a third sealed sample must be dispatched without delay to a Referee Analyst (see Section 11). The mean of the two results closest to each other of all three analyses must be accepted as final and binding, except where the difference between the three results is the same, in which case the average of three tests shall apply.

9.5.4. **Fertiliser (sold on Gafta Contract No. 114)**

9.5.4.1. One set of samples consists of the following:

Sample 1: for analysis
Sample 2: for analysis
Sample 3: arbitration/analysis

9.5.4.2. Unless otherwise agreed by the Superintendents:

2 samples from each of the sets to be held by the Buyers (or their representative).

1 sample from each of the sets to be retained by Sellers (or their representative).

9.5.4.3. For parcels smaller than 1,500 tonnes, samples must be sealed per 250 tonnes.

9.5.4.4. Buyers arrange analysis with an independent laboratory of their choice within 14 consecutive days of completion of discharge.

9.5.4.5. Where no allowance is payable, costs of analysis are for the Buyers' account.

9.5.4.6. Sellers reserve the right to request a second analysis within 14 consecutive days of receipt of the certificate of analysis of the first analysis. Allowances are then based on the results of the second analysis.

9.5.4.7. Where no allowance is payable after the second analysis, the cost of the second analysis is for the sellers' account.

9.5.5. **Molasses (sold on Gafta Contract No. 115)**

9.5.5.1. One set consists of 6 samples of approximately 1 litre each, jointly sealed and numbered (see Rule 7.6).

9.5.5.2. Unless otherwise agreed by the Superintendents:

Samples numbered 1, 2, 5 and 6 to be held by the Buyers (or their representative)

Samples numbered 3 and 4 to be held by the Sellers (or their representative).

9.5.5.3. Buyers and Sellers must each send one contractual sample to an independent laboratory of their choice within 14 consecutive days of sealing.

9.5.5.4. Jointly sealed samples may also be taken from the tanks of Buyers' vessel for verification purposes.

9.5.6. **For Ex-store Contracts Nos. 109 and 110**

9.5.6.1. One set of contractual samples is required for analysis for the purposes of the contractual warranties.

9.5.6.2. The party landing the goods must appoint and instruct a Superintendent from the Approved Register of Superintendents to draw and seal fully representative samples.

9.5.6.3. 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.

9.5.6.4. Notwithstanding the provisions of Definition 3.13, every sample must be sealed and labelled with:

- The name of the ship
- The contractual quantity represented by the sample
- 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
- Any other pertinent information which may be required

9.5.6.5. The laboratory must be instructed to record this information on the analysis certificate.

9.5.6.6. 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) relating to goods discharged from that vessel.

9.5.7. **For Goods Damaged and/or Out of Condition - "rye terms"**

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

9.5.7.2. For "rye terms" contracts samples must be drawn by the Superintendents in accordance with the provisions of these Rules.

9.5.7.3. Goods arriving damaged and/or out of condition, including "rye terms", must 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 should be landed on the quay or discharged to lighter for the purpose of such classification.
Sampling and sealing of classified sets of samples must 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 must, 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 must be drawn jointly under all reserves.

9.5.7.4. The sets of sealed samples in classified lots must be a fair and true indication of the degree of damage and/or out of condition goods, and the sample labels must show the proportion of the tonnage so affected. Lumpy goods, if in bags, must 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 must be sealed in plastic bags.

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

9.5.7.6. Sets of samples drawn and sealed pursuant to point 6.3 and Section 9 must be taken for each classification as follows:

i. lumpy/damaged/out of condition - For Buyers
ii. lumpy/damaged/out of condition - For Sellers
iii. water, or oil, or liquid and/or chemical damaged goods - For Buyers
iv. water, or oil, or liquid and/or chemical damaged goods - For Sellers
v. sound goods for comparison purposes of 1 kilo irrespective of tonnage - For Buyers
vi. sound goods for comparison purposes of 1 kilo irrespective of tonnage - For Sellers

9.5.7.7. The "rye terms" samples (held by the Sellers and held by the Buyers) must 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 must be paid half by Buyers and half by Sellers.

9.5.7.8. 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 is entitled to proceed to arbitration on the other complete set of sealed samples.

10. STANDING-IN PROVISIONS FOR SAMPLING OF FEEDINGSTUFFS

10.1. The provisions of points 9.1.3, 9.4, 9.5, 9.8, and 9.9 apply except where they are modified by or inconsistent with the following Rules:

10.2. **For All Ports** (Except where Rules 10.3 and 10.4 apply)

10.2.1. 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.

10.2.2. Goods from each hold shall be sampled and samples analysed separately in accordance with these Rules.

10.2.3. 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.

10.2.4. Samples must be drawn and sealed conjointly by the first CIF seller(s) and the CIF receiver(s) or their respective agents.

10.2.5. The last CIF receiver(s) or their agents are responsible for forwarding samples and analytical instructions to both Salamon & Seaber Ltd and Eurofins|LabCo and obtaining from each of these analysts a certificate of analysis.

10.2.6. 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
- the names of all receivers who have agreed to stand-in, together with their individual tonnages

10.2.7. Sellers must 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.

10.2.8. Copies of the certificate of analyses must be sent no later than 14 consecutive days from receipt of the last certificate by the Buyers to the Sellers.

10.2.9. The mean of the two tests shall apply for the purpose of allowances or arbitration and must be accepted as final if the variation does not exceed 0.50%.

10.2.10. If the variation stated exceeds 0.50% then, either party can request, within 14 consecutive days of receipt of the last certificate of analysis, a third test which must be carried out by SGS Oleotest NV. The mean of the two analyses of all three tests nearest to each other must 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 will apply.

10.2.11. The average of the first and second moisture test results shall be used as the calculating factor for the third test.

10.3. **For ports in France only**

10.3.1. Rules 10.2 above apply, except:

10.3.2. 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.

10.3.3. Samples and analytical instructions shall be sent to both Salamon & Seaber Ltd and SGS France – Laboratoire de Rouen and the third test shall be carried out by Eurofins|LabCo.

10.4. **For ports in Belgium only**

10.4.1. Rules 10.2 above apply, except:

10.4.2. Samples and analytical instructions shall be sent to both Salamon & Seaber Ltd and SGS Oleotest NV and the third test shall be carried out by Eurofins|LabCo.

10.5. **For Ports in Netherlands for goods of North and South American Origin**

10.5.1. 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.

10.5.2. Goods from each hold must be sampled and samples analysed separately in accordance with these Rules.

10.5.3. 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 must be the total tonnage of those holds for any receiver taking delivery from them.

10.5.4. Samples must be drawn and sealed conjointly by the first CIF seller(s) and the CIF receiver(s) or their respective agents.

10.5.5. The first CIF seller or their agents are 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.

10.5.6. 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.

10.5.7. When sending instructions to the analysts the instructing party must send copies to the respective CIF receivers or the agents and 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,
- the names of all receivers who have agreed to stand-in, together with their individual tonnages.

10.5.8. The first CIF seller(s) or their agents must 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.

10.5.9. Copies of the analysis certificates must 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.

10.5.10. The mean of the two tests shall apply for the purposes of allowances or arbitration and will be accepted as final if the variation does not exceed 0.50%.

10.5.11. If the variation exceeds 0.50%, the first CIF seller has the option to ask for a third test. This test must be carried out by SGS Oleotest NV. The first CIF seller must 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.

10.5.12. In case the first CIF seller does not use this option, within 7 consecutive days the CIF receiver(s) have the option to ask for a third test by SGS Oleotest NV and must advise the first CIF sellers whether or not a third test will be requested. The CIF receiver(s) must give instructions for the third test to be carried out.

10.5.13. 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.

10.5.14. Where, pursuant to 10.5.12, the third test is requested by the CIF receiver(s), the certificate of analysis of the third test shall be sent by the CIF receiver(s) to the first CIF sellers within 7 consecutive days after receipt of the certificate from the analyst.

10.5.15. In case a third test has been carried out, the mean of the two analyses (of all three tests nearest to each other) must 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 will apply.

10.5.16. The average of the first and second moisture test results shall be used as the calculating factor for the third test.

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Annex 1
Examples of Equipment Commonly used for Sampling and Dividing

Examples for information only.
NOTE This list is not exhaustive.

A.1. Examples of mechanical sampling devices used on flowing grain, oilseeds and processed products

A.1.1. Crosscut sampling devices
Crosscut sampling devices allow a complete cross-section of a freely falling flow of grains to be taken. They may be open-nozzle sampling devices, tubular sampling devices with adjustable apertures or tubular sampling devices with a worm screw.

A.1.2. Full-flow diverter-type sampling devices
In this type of sampling device, a flap or shutter intermittently diverts the flow of grain.

A.1.3. Rotating cup sampling devices
The freely falling flow of grain is intermittently sampled by a cup which rotates around a central vertical axis.

A.1.4. Bucket elevator sampling devices
This type of sampling device samples grain from a moving belt or conveyor. Buckets travelling in a continuous loop take samples over the entire width of the grain flow because the configuration of the lateral rollers concentrates the grain on the belt. Once the buckets have pivoted around the upper roller, the samples are delivered into the hopper.

A.2. Examples of manual sampling devices used on flowing grain, oilseeds and processed products

A.2.1. Hand scoop
The hand scoop is a sampling device consisting of a rigid material scoop attached to handle.

A.2.2. The Pelican sampler
A Pelican sampler is a cowhide pouch attached to a metal frame at the end of a hardwood or tubular metal handle. It is used to obtain samples from freefalling grain, e.g. from a spout discharge to the hold of a ship.

Note: If the spout is sloping, the grain stream is likely to be stratified. It is important, therefore, that the sampler is cut through the stream from one side to the other in a single motion to obtain a good sample.

A.2.3. The Ellis Cup sampler
This is a hand-held scoop designed for obtaining small samples from bulk grain on moving conveyor belts. The cup should obtain a vertical section of the flowing grain at the point where it is inserted into the stream.

A.3. Examples of manual sampling devices used on static grains, oilseeds and processed products

A.3.1. Probes or spears
Probes are hollow shafts with single or multiple apertures (holes) along their length; some have compartments inside. They are pointed at one end and driven into the product to be sampled (through bag or tote material if applicable) and when removed a sample of the product is contained inside. Probes are of differing size and length – the correct size and length must be selected to suit the product being samples and the size of the bag/tote/compartment inside which the product is held. The probe must not select the product by size or damage the product being sampled.

Manual probe sampling is typically not suitable for products in compartments of more than 2 metres depth.

A.4. Examples of mechanical sampling devices used on static grains, oilseeds and processed products

A.4.1. Pneumatic, suction or vacuum sampling device

Pneumatic probe sampling systems use a sampling probe (compartmentalized or core) that is inserted into a bulk lot of grain. When the probe reaches the maximum depth of a conveyance, a pneumatic recovery system transports the sample from the probe and delivers the sample, through a series of delivery lines, to a sample collection unit.

In general, pneumatic sampling devices are not suitable for milled products.

A.4.2. Archimedes' screw sampling probe

A small, portable, electric sampling probe. The Archimedes screw inside the probe/cylinder, driven by a small motor, draws the sample out of the product which is captured at the top of the probe.

A.5. Examples of Instruments used to homogenise and divide samples

A.5.1. Cone shaped dividers (Boerner type)

The sample is poured into a cone shaped hopper which separates the sample into two separate collection boxes. One collection box is returned to the hopper, the other is discarded. This is repeated as many times as required to achieve the sample of the required size.

Can be static, or mechanical. The hopper rotates with the mechanical divider.

A.5.2. Multiple-slot dividers (with partitions and plates)

Also known as a Riffle Divider.

The sample is poured into a hopper and passes between a number of plates or partitions to divide the sample into two separate collection boxes. One collection box is returned to the hopper, the other is discarded. This is repeated as many times as required to achieve the sample of the required size.

The correct size and type of multiple slot divider must be selected for the product being divided.

Care should be taken to ensure the riffle divider is used correctly, as the accuracy of this equipment is heavily influenced by operator error. It is important that the mass of the seed be uniformly distributed along the entire width of the divider before being poured onto the rifles.

Homogenisation using a cone shaped divider or riffle divider

1. Pour sample into the hopper
2. Two sub samples are obtained in the collection boxes
3. Repeat steps 1 and 2 above at least three times returning both sub samples into the hopper together.

Annex 2

Sampling Guides

For illustration purposes only - this guidance should be read in conjunction with the Sampling Rules Gafta No.124

These documents can be accessed on the Gafta website: www.gafta.com [link]

Drawing and Sealing Samples - Standard Method:
Sampling Guide - Standard Method [link]

Drawing and Sealing Samples – pre-reduction of bulk lot samples:
Sampling Guide - Pre-Reduction of bulk lot samples [link]

Drawing and Sealing Samples - with reduction of contractual samples for dispatch to analysts:
Sampling Guide - Reduction of contractual samples for dispatch to analysts [link]

Effective for contracts dated from 01/06/2023

Printed in England and issued by

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