

**Koninklijke Vereniging
Het Comité van Graanhandelaren
Royal Dutch Grain and Feed Trade Association (Het Comité)
Rotterdam**

**Conditions of the
Dutch Trade in Grain and Feed Materials
(CNGD)**

Revised on 2 December 2021 and
effective from 1 January 2022

Conditions of the Dutch Trade in Grain and Feed Materials (CNGD*)

Unless indicated otherwise in the margin, all articles refer to Grains, Feed Materials and Animal Proteins.

I. Contract Note

- Article 1 All transactions concluded on the Conditions of the Dutch Trade in Grain and Feed Materials shall be confirmed at the latest on the day following the day of conclusion by sending a contract note stating that the transaction was concluded on the above-mentioned Conditions.
- Article 2
1. If the transaction is concluded through a broker, the broker shall inform the buyer and the seller of their respective names - if the parties are not yet familiar with each other's name - immediately after concluding the transaction and send identical contract notes to the buyer and the seller. Either party shall be entitled to request direct confirmation (duplicate contract note) from the other party within 1 week following the day of concluding the transaction. The party requesting this confirmation shall send the other party a signed contract note as well as a contract note which, as far as the facts are concerned, is identical, to be counter-signed by the other party.
 2. If the requesting party has not received the duplicate contract note, duly signed by the other party, within four days following the day on which it was sent, the requesting party may send a new request during the next four days.
 3. If a further four days have expired after this request without the signed duplicate contract note having been received by the requesting party, the latter shall be entitled:
 - 1°. to consider the transaction null and void;
 - 2°. to demand settlement at the market price prevailing on the day following the day on which he gave notice thereof to the other party by registered mail;
 - 3°. to have the goods sold or bought, as the case may be, through a broker or agent within four days from the above-mentioned time limit and to demand settlement on the basis thereof.
 4. If the requesting party wishes to make use of the rights referred to in paragraph 3, sub paragraphs 1° and 3°, he shall, on pain of the lapse of his rights, inform the other party thereof by registered mail within four days from the expiry of the afore-mentioned period of four days, failing which he shall only have the right referred to under 2°.
 5. If a contract is concluded through brokers, the buyer and seller shall have the right to immediately refuse to accept the seller or buyer notified to them in accordance with paragraph 1, unless, prior to concluding the contract, the names of the buyer and seller were given and accepted other party and the broker thereof immediately in writing, without reserve. In the event of such a refusal, the party concerned shall be obliged to notify the counterparty and the authorised representative in writing.

* CNGD is the Dutch abbreviation of "Condiën van de Nederlandse Handel in Granen en Diervoedergrondstoffen"

- Article 3
1. If a transaction is concluded directly between the seller and the buyer, the contract note shall be sent by the seller, who shall have the right to request confirmation from the buyer.
 2. If this contract note has not been received by the buyer within two days from concluding the transaction, the latter shall have the right to send his own contract note and to request confirmation thereof, provided that he does so on the third day following the day of concluding the transaction.
 3. If three days have passed without either of the parties having sent a contract note, the transaction shall be deemed not to have been concluded.
 4. If confirmation has been requested but has not been received by the other party within four days following the day the contract note was sent, the provisions of Article 2 paragraph 2 et seq. shall apply.
- Article 4
- If no objections have been raised to the contract note on the morning of the first day following the day of its receipt, the contents of said note shall be deemed to have been approved.

II. Delivery and Receipt

A. General Conditions

- Article 5
1. The buyer shall be obliged to elect domicile with a superintendent in all matters related to the receipt of parcels. The seller shall be informed of the name of the superintendent in good time. The buyer shall ensure that his superintendent is instructed in good time so as to enable him to receive the goods and to provide cargo space as soon as this is requested.
 2. If the buyer fails to state the name of his superintendent he shall, in the event that a superintendent acts on his behalf, even without having been instructed to do so, be responsible for the superintendent's actions if the latter is known as the buyer's superintendent or one of the buyer's superintendents.
 3. The superintendent acting on behalf of the buyer or seller shall, for that matter, be considered to be the representative for all matters relating to the receipt or delivery of the goods and any arbitration in respect of quality and condition.
- Article 6
1. The seller shall arrange for the delivery from ocean-going vessel or equivalent space or from an inland barge and shall inform the buyer or his representative of the day and the hour as from which cargo space must be made available to the seller. The same applies to goods which have been sold as spot goods and which are still in the above-mentioned space. The seller should also provide the buyer or his authorized representative the customs status of the goods to be supplied.
 2. The buyer or his representative shall be allowed at least six hours to arrange for the cargo space requested. This applies to both the harbour area of Rotterdam (City, Waalhaven, Botlek and Europoort), and the harbour area of Amsterdam including IJmuiden.
 3. Cargo space requested after 16.30 hours need not be alongside before 10.00 hours the following morning. Cargo space ordered after 16.50 hours shall be deemed to have been ordered at 09.00 hours the following morning.

Space which has to be provided on a Monday before 11.00 hours, must be requested on Friday before 16.30 hours by the first f.o.b. seller. However, the next requests in a string of f.o.b. contracts may be made until 16.50 hours at the latest. Every request made after 16.50 hours on a Friday afternoon shall be considered to have been made at 09.00 hours on Monday morning. If requested, deliveries must also be received at night.

4. If the seller has not requested cargo space one day after discharge of the ocean-going vessel in the event of a contract for shipment of for arrival, he shall, if requested to do so, be obliged to indicate the parcel which he will deliver or state the marks and counter-marks thereof.

Delivery of another parcel shall then no longer be allowed. The seller shall be obliged to proceed to deliver as soon as he is able to do so.

If delivery has not taken place within 90 days after the last day of discharge of the ocean-going vessel, the contract shall be rescinded by operation of law.

5. If goods are carried by ocean-going vessels which can, on account of their draught, only pass the locks of IJmuiden after part of these goods have been discharged in the outer harbour of IJmuiden, the sellers shall have the right to deliver the goods which have to be lightered in IJmuiden. Any resulting differences in freight shall be for the sellers' account.

Article 7

1. The time limits to be observed by the buyer in the exercise of his rights shall not be affected if the seller makes the arrangements for the transportation of the goods at the buyer's request.
2. If the buyer instructs the seller to arrange for cargo space in a named vessel and the latter agrees to do so, the buyer shall remain responsible for ensuring that this cargo space is available at the time indicated by the seller, provided that the latter is not in default in this respect.

Article 8

1. If the buyer has provided cargo space, the seller shall load this space in order of arrival alongside the vessel or quay and may deviate there from only for loading into regular service vessels.
2. If the buyer has provided cargo space in a vessel at the seller's request, the latter shall ensure that the vessel is loaded within the usual loading time. The loading time for lighters shall be the same as the loading time for vessels which would have loaded the same amount of cargo. The loading of regular service vessels shall be commenced within four working hours from the time for which cargo space was requested and put alongside and loading shall continue uninterruptedly.
3. Any demurrage and/or other expenses caused by the fact that the seller failed to comply with the above stipulations shall be borne by the seller.

Article 9

1. If the buyer has not provided cargo space at the time indicated, the seller shall have the right to discharge into lighter, barge, warehouse, silo or equivalent storage space and to deliver there from.
2. The seller shall in that case be obliged to make the goods available to the buyer as provided in Article 17, paragraph 3 et seq. with respect to spot goods. The rights and obligations of both parties described in these paragraphs shall be applicable.
3. All costs occasioned by the default as described in paragraph 1 shall be reimbursed by the buyer.
4. If the goods have been discharged by the ocean-going vessel into warehouse or silo or onto the quay and no cargo space has been provided at the time indicated, the seller shall not be obliged to reload the goods into lighter or other storage space.

In this case the warehouse or quay shall be deemed to be the storage space as referred to in Article 17, paragraph 3.

5. Any short weight or overweight of goods loaded into lighter etc. shall be for account of the defaulting buyer.
6. If the goods have already been discharged into a storage space other than a captain's barge at the time of arrival of the cargo space, even if provided at the arranged time, the buyer shall in special circumstances (circumstances which may occur during discharge) to be judged by arbitrators, nevertheless be obliged to take delivery of the goods, provided that no extra costs are incurred and on condition that the identity of the goods is preserved.

- Article 10
1. All sales shall be intended as sales 'in bulk' unless 'in bags' was agreed upon at the time of the purchase.
 2. If the buyer has bought 'in bags', the seller shall have the right to deliver either directly from the vessel or from lighter or warehouse, via a bagging installation, if necessary.

- Article 11
- Each delivery shall be considered a separate contract. Non-fulfilment of a delivery shall not invalidate the contract with respect to other deliveries under the same contract or under any other contracts entered into between the same parties.

- Article 12
1. If sold 'f.o.b.', delivery shall take place at the place where the goods are loaded.
 2. If sold 'free on railway wagon' or 'free on lorry/roadtruck', delivery shall take place at the place where the goods are loaded.
 3. If sold 'c.i.f.' or 'freight paid', delivery shall take place at the place where the goods are loaded.
 4. If sold 'franco', delivery shall take place at the place of destination.
 5. If loaded or stored goods are sold, delivery shall take place at the time of concluding the contract of sale. The seller shall allow the buyer time for examining the goods until 12.00 hours the next day.

- Article 13
1. If the condition of the goods being sound is not included in the contract note, the goods will have to be received under all circumstances, without prejudice to the buyer's right to claim arbitration on account of the goods being out of condition and/or a difference in quality.
 2. If the transaction concerned took place on condition of the goods being sound, the buyer shall have the right to reject the goods if it is decided in arbitration that the goods were out of condition. However, the buyer shall not be entitled to claim damages on account of the goods being out of condition if he accepts the goods.
 3. Goods which are slight dry warm, without being affected thereby, and which in connection with this have a slight smell or goods which, without being affected thereby, do not, to a small extent, comply with the condition of being sound, shall be considered sound.

- Article 14
1. If a parcel sold as being sound has been sold in full and is discharged partly damaged, the buyers shall accept their pro rata share of the sound part, the transaction for the remaining part being cancelled without the buyers being able to claim any damages in respect of the cancelled part. The seller shall not be obliged to offer the damaged part to the buyers, without prejudice to the buyers' right to have it ascertained in arbitration whether or not the goods were indeed damaged. The provisions of this paragraph shall not apply if the buyer proves that the goods were shipped out of condition.

2. If a parcel sold as being sound has been sold in part and is discharged partly damaged, the seller shall deliver sound goods while supplies last.
3. Goods which were delivered in sound condition prior to damage being discovered shall not be taken into account when determining the pro rata distribution of the sound goods and shall remain delivered; nor shall there be a further delivery or settlement if the seller has delivered in part, calculated on the basis of a properly substantiated, original, estimate of his share in the damaged part of the goods, even if this estimate later turns out to have been incorrect.
4. If it does not prove possible to effect this distribution on board the vessel, the seller shall, at his own expense, discharge the goods into lighter or warehouse and distribute from there.
5. This article shall not apply if sold spot or for forward delivery.

- Article 15
1. If sold by sample through a broker, the sample to be supplied by this broker shall be binding.
 2. If sold by sample other than through a broker as well as in cases in which the broker is unable to supply a sample, the sample to be provided by the seller shall be binding, unless the buyer provides a sample which has been sealed by the seller or with the latter's authorization.

Grains

3. Unless otherwise agreed, sales shall be on the basis of 'fair average quality'. When considering the quality, earlier handling of the sample shall be taken into consideration.

Feed

3. Unless otherwise agreed, sales shall be on the basis of 'good merchantable quality'.

Materials

Animal Proteins

Article 16

If the buyer rejects any goods, the seller shall have the right to dispose of such goods, without prejudice, for that matter, to any other rights and obligations the parties may have towards each other.

B. Spot Goods

- Article 17
1. Spot goods stored in *warehouse, bonded warehouse or silo* shall be made available to the buyer and be received by the latter in consultation with the seller, within three days, inclusive of the date of sale.
 2. If the buyer or seller fails to observe this time limit, the party which is not in default shall have the right to refuse to receive or deliver the goods, as the case may be - provided the defaulting party is notified in advance and allowed another 24 hours to receive or deliver the goods - and to claim damages, which shall include all expenses caused by the default.
 3. Spot goods stored in *lighter* shall be made available to the buyer and be received by the latter within three days from the date of sale. The seller shall inform the buyer or his representative of the date and the hour as from which cargo space is to be provided, which information shall be provided at the latest on the previous day.
 4. If the buyer has not provided cargo space at the time indicated, the seller shall have the right to store the goods in warehouse, bonded warehouse or silo at the buyer's expense, of which he shall inform the buyer or the buyer's representative forthwith. The provisions of paragraphs 1 and 2 shall subsequently apply, on the understanding that in paragraph 1 'date of sale' shall be read as 'date of storage/stowage'.
 5. If the seller does not exercise this right and leaves the goods in lighter, he shall inform the buyer thereof forthwith while allowing the latter another 24 hours to receive the goods. If the buyer is still in default after this time, the seller shall have the right not to deliver the goods and to claim damages, which shall include all expenses caused by the default.

6. If the seller fails to observe the time limit laid down in paragraph 3, the buyer shall have the right to refuse to receive the goods - provided the seller has been notified in advance and has been allowed another 24 hours to deliver the goods - and to claim damages. The seller shall, however, be allowed to exceed the time limit after notifying the buyer or the buyer's representative, if he can sufficiently prove that the delay was due to circumstances beyond his control.

- Article 18
1. Spot goods as referred to in Article 17 shall only have to be received if they are in conformity with the terms of sale, differences in natural weight of less than 2 kgs and analysis differences with respect to the warranted percentage(s), however, excepted.
 2. Delivery of a quality superior to the agreed quality shall not entitle the buyer to reject the goods or to claim compensation.
 3. If the appropriated goods do not comply with the terms of sale, the seller shall be entitled to appropriate another parcel one more time. The buyer shall only have the right to claim damages for non-delivery, if it may reasonably be assumed that the seller could have known that his goods did not comply with the terms of sale.

- Article 19
- If sold in lighter/barge before 14.30 hours, the rent of the lighter or barge shall be for the buyer's account commencing on the day following the day of sale, even if that day happens to be a Saturday, a Sunday or a public holiday; for sales effected after 14.30 hours the rent shall be for the buyer's account commencing on the second day following the day of sale. If sold 'in store/silo', the rent for the store or silo shall be for buyer's account as from the first day of the next term of the rent.

C. Contracts for forward delivery

- Article 20
1. During the entire delivery period the seller shall have the right to deliver, while the buyer shall be under the obligation to receive the goods after receiving notice of appropriation. If the buyer rejects the goods tendered, whether by mutual agreement or by award of arbitration, the above right and obligation shall continue to exist.
 2. Tender for delivery may, however, be given no more than four times. The seller shall be obliged to compensate the buyer for any expenses the latter may have incurred in vain.
 3. In the case of non-delivery the seller shall be obliged to settle at the market price if this exceeds the contract price.

- Article 21
1. The buyer shall only have to accept goods which are in conformity with the terms of sale, with the exception, however, of analysis differences with respect to the warranted percentage(s).
 2. Delivery of a quality which is superior to the agreed quality shall not entitle the buyer to reject the goods or to claim compensation.

- Article 22
1. The buyer shall be obliged to take delivery from more than one storage space, provided that the goods can be delivered there from within three days, but the seller shall compensate the buyer in respect of all extra expenses incurred as a result.

- Grains*
2. In the case of contracts covering 200,000 kgs or more, the seller shall be entitled to deliver in one consignment or by instalments but always in quantities of at least 100,000 kgs.

*Feed
Materials
Animal
proteins*

2. In case of carriage paid free carrier contracts over at least 25,000 kg 'on delivery', the sellers have the right to deliver at once or in parts, however, each time not with a lesser quantity than 15,000 kg.

Article 23

1. If goods are tendered for delivery from an ocean-going vessel or equivalent space or from an inland barge, the provisions of Articles 5, 6, 7, 8 and 9 shall apply to the receipt thereof. If tendered for delivery from lighter, warehouse, silo, storage space or equivalent space, space shall be provided upon request. If the buyer fails to comply with same, the relevant provisions of Article 17 shall apply.
2. If a vessel that is already loaded is tendered for delivery in the case of c.i.f. or freight-paid sales, the provisions of Article 12, paragraph 5 shall apply.

D. Contracts for shipment

Article 24

1. If the contract calls for shipment without any further stipulations, this shall be understood to mean delivery out of an ocean-going vessel or inland barge, direct or indirect, with or without transshipment. If a contract for shipment provides for shipment by a named vessel and for a given voyage, the buyer shall have to accept shipment in a substitute vessel put up by the owners.
2. In the event of a contract for shipment the seller shall state the name of the vessel and the quantity shipped therein under the contract concerned as soon as possible but at the latest three days before the estimated date of arrival, at least in so far as this is possible on the basis of the receipt of the c.i.f. appropriation to the first seller. Notice of appropriation shall be given as soon as possible. Oral notice or notice given by telephone shall be confirmed in writing forthwith.
3. If notice of appropriation is not given until after the arrival of the vessel and expenses are incurred by the buyer as a result, such expenses shall be refunded by the seller to the buyer.
4. The seller shall be entitled to withdraw an appropriation and to appropriate goods in another vessel provided the vessel appropriated or the vessel to be appropriated has not yet arrived and he can, moreover, prove that the appropriation to the first seller has been altered or that errors in communication have occurred.

Article 25
Grains

*proteins
Feed
Materials
Animal
proteins*

1. In the event of contracts for shipment covering quantities of 200,000 kgs or more, the sellers shall be entitled to deliver in one consignment or by instalments but always in quantities of at least 100,000 kgs. The buyer shall not have to accept a parcel which has not been shipped within the stipulated period.
1. In the event of contracts for shipment covering quantities of 25,000 kgs or more, the sellers shall be entitled to deliver in one consignment or by instalments but always in quantities of at least 15,000 kgs. The buyer shall not have to accept a parcel which has not been shipped within the stipulated period.
2. The date of the Bill of Lading or shipping document shall be taken as evidence of the time of shipment unless the contrary is proved. The seller shall be obliged to cooperate in enabling the buyer to verify the correctness of the date on the Bill of Lading. In case of a through Bill of Lading the ship's log, a statement signed by or on behalf of the Master or any other evidence produced by the seller shall be conclusive.
3. All official certificates issued in the country of shipment which are accepted by the importers as sufficient evidence with respect to the quality, shall likewise be accepted by the buyer as sufficient evidence with respect to the quality.

- Article 26 Delivery of a quality superior to the agreed quality shall not entitle the buyer to refuse delivery or to claim compensation.
- Article 27 (cancelled)
- Article 28
1. If goods sold for shipment are not appropriated the seller shall be obliged to settle at the market price if this exceeds the contract price.
 2. If no or only partial delivery (exceeding the margin of 'about', if applicable) is made of goods sold for shipment out of an appropriated vessel or of a parcel sold while stating the name of the vessel, except for damage and/or shortweight to be proven to the satisfaction of arbitrators and without prejudice to the provisions of Articles 14 and 29, the seller shall be obliged, at the buyer's option, *either* to settle the full undelivered quantity (in which case the margin of 'about', if applicable, is not be taken into consideration) at the market price if this exceeds the contract price as well as to refund any dead freight and other costs reasonably incurred as a result of non-delivery (including the costs incurred by a subsequent buyer), *or* to compensate the buyer for all foreseeable and attributable losses suffered by the latter as a result of the non-delivery. These losses, which may consist of loss of profit suffered by the buyer, shall be sufficiently proven, if necessary also to arbitrators. Loss of profit suffered by subsequent buyers shall under no circumstances qualify for compensation.
 3. Any shortage ('about', if applicable, also to be taken into consideration) shall be settled at the market price prevailing at the time the shortage was ascertained, irrespective of whether this market price is in favour of the buyer or the seller.
- Article 29
1. If the buyer has been given the right to reject or if the seller has been given the right no longer to deliver, the transaction shall be considered cancelled except for the provision of Article 50, paragraph 2.
 2. If the name of the vessel in which the parcel sold has been shipped or is being loaded has been declared, the contract shall be rescinded if this vessel is wrecked or if the entire parcel sold as sound is discharged damaged or if such a part of it is damaged that the underwriters take the entire parcel for their account.
 3. Appropriation in a vessel which the seller knows or could reasonably have known to be not seaworthy as a result of damage, or which is or has become otherwise unfit for the transport concerned, shall not be permitted.
- Article 30
1. In the case of shipment by ocean-going vessel the seller shall deliver from ocean-going vessel or equivalent space while in the case of shipment by inland barge the seller shall deliver from inland barge, all this without prejudice to the provisions of Articles 9 and 10.
 2. If, through no fault of the c.i.f. buyer, the goods have not been discharged at the port of destination but in some other port, the seller shall be allowed to deliver from the vessel in which the goods have been transhipped for transport from such other port to the port of destination.

E. Contracts for arrival

- Article 24a
1. If sold for arrival the seller shall deliver from ocean-going vessel or equivalent space or from inland barge if the goods have arrived by inland barge, which has arrived within the stipulated period.
Articles 9 and 10 shall apply mutatis mutandis.
 2. If sold for arrival the seller shall state the name of the vessel and the quantity shipped in this vessel under the contract concerned as soon as possible but at the latest three days before the estimated date of arrival, at least in so far as this is possible on the basis of the receipt of the c.i.f. appropriation to the first seller. Notice of appropriation shall be given as soon as possible.
Oral notice of appropriation or notice of appropriation given by telephone shall be confirmed in writing forthwith.
 3. If notice of appropriation is not given until after the arrival of the vessel and expenses are incurred by the buyer as a result, such expenses shall be refunded by the seller to the buyer.
 4. The seller shall be entitled to withdraw an appropriation and to appropriate the goods in another vessel which is expected to arrive within the stipulated period, if he can prove that the vessel originally appropriated, through no fault of his, turns out to be unable to reach the port of destination in time and as a result will not be able to arrive within the period stipulated, or if he can prove that the appropriation to the first seller has been altered or that there have been errors in communication.
If the appropriation referred to in this paragraph cannot be given by the first seller two days prior to the estimated date of arrival and expenses are thereby incurred by the buyer, such expenses shall be refunded to the buyer by the seller.
 5. In the circumstances referred to in paragraph 4 and provided that Forward delivery/Arrival was stipulated, the first seller shall moreover be entitled to as yet withdraw one or more appropriation(s) and, provided that the provisions for contracts for forward delivery can still be complied with, replace such appropriation(s) by an appropriation pursuant to Article 20 of the Conditions.
 6. Each subsequent seller shall be obliged to immediately and correspondingly withdraw and to state the substitute vessel or give notice of appropriation pursuant to Article 20.
- Article 25a
Grains
1. Where contracts for arrival covering quantities of 200,000 kgs or more are concerned the sellers shall be entitled to deliver in one consignment or by instalments but always in quantities of at least 100,000 kgs. The buyer shall not have to accept a parcel which has not arrived within the stipulated period.
- Feed
Materials
Animal
proteins*
1. Where contracts for arrival covering quantities of 25,000 kgs or more are concerned, the sellers shall be entitled to deliver in one consignment or by instalment but always in quantities of at least 15,000 kgs. The buyer shall not have to accept a parcel which has not arrived within the stipulated period.
 2. All official certificates issued in the country of shipment which are accepted by the importers as sufficient evidence with respect to the quality shall likewise be accepted by the buyer as sufficient evidence with respect to the quality.
- Article 26a
- Delivery of a quality superior to the agreed quality shall not entitle the buyer to refuse delivery or to claim compensation.
- Article 27a
- (cancelled)

- Article 28a
1. If goods sold for arrival are not appropriated the seller shall be obliged to settle at the market price if this exceeds the contract price.
 2. If no or only partial delivery is made (exceeding the margin of 'about', if applicable) of goods sold for arrival out of an appropriated vessel, except for damage and/or deficiency to be proven to the satisfaction of arbitrators and without prejudice to the provisions of Articles 14 and 29a, the seller shall be obliged, at the buyer's option, *either* to settle the full undelivered quantity (in which case the margin of 'about', if applicable, is not be taken into consideration) at the market price if this exceeds the contract price as well as to refund any dead freight and other expenses reasonably incurred as a result of non-delivery (including those incurred by a subsequent buyer), *or* to compensate the buyer for all foreseeable and attributable losses suffered by the latter as a result of the non-delivery. These losses, which may consist of loss of profit suffered by the buyer, shall be sufficiently proven, if necessary also to arbitrators. Loss of profit suffered by subsequent buyers shall under no circumstances qualify for compensation.
 3. Any shortage ('about', if applicable, also to be taken into consideration) shall be settled at the market price prevailing on the day the shortage is ascertained, irrespective of whether this market price is in favour of the buyer or the seller.
- Article 29a
1. If the buyer has been given the right to reject or if the seller has been given the right not to deliver, the contract shall be considered rescinded except for the provision of Article 50, paragraph 2.
 2. If the name of the vessel in which the parcel sold has been shipped or is being loaded has been declared, the contract shall be rescinded if this vessel is wrecked or if the entire parcel sold as sound is discharged damaged or if such part of it is damaged that the underwriters take the entire parcel for their account.
 3. Appropriation in a vessel which the seller knows or could reasonably have known to be not seaworthy as a result of damage, or which is or has become otherwise unfit for the transport concerned, shall not be permitted.
- Article 30a
- If, through no fault of the c.i.f. buyer, the goods have not been discharged at the port of destination but in some other port, the seller shall, provided that the provisions for contracts for arrival can still be complied with, be allowed to deliver from the vessel in which the goods have been transhipped for transport from such other port to the port of destination.

III. Weight and quality

Weight

- Article 31
1. Certificates issued by the institutes certified in accordance with general accepted standards shall be considered to be sufficient proof of the weight delivered.
 2. The probative value of certificates issued by institutions not certified in accordance with general accepted standards is left to the judgment of arbitrators.

Quality: Natural weight

- Article 32a
Grains
1. The natural weight shall be the natural weight of the entire c.i.f. parcel out of which delivery was made, to be ascertained on the 20-litre scale, unless it is customary to have this weight ascertained on board the ocean-going vessel or equivalent space.
- Grains*
2. If the seller-importer has omitted to have the natural weight ascertained, the data to be supplied by the receiver may serve as a basis for the settlement of that weight.
- Grains*
3. The buyer shall be obliged to refund the cost of ascertaining the natural weight to the seller.
- Grains*
4. In the event of a deficiency in natural weight the following allowances shall apply:
- | | |
|---------------------|----|
| for one kilogram | 1% |
| for two kilograms | 2% |
| for three kilograms | 3% |
- for each fraction of a kilogram: a corresponding fraction of 1%.
- Grains*
5. If the difference in natural weight is in excess of 4 kgs, the allowance shall, if necessary, be determined by arbitrators.
- Grains*
6. Unless otherwise agreed, it is to be understood that in the case of contracts for shipment, for arrival, of afloat or of spot goods (if the goods are still in the ocean-going vessel or inland barge or equivalent space), the weight stated shall be the shipped weight, i.e. the natural weight at the time of loading into the vessel in which the parcel was shipped. For decrease in natural weight during the voyage 1 kg is allowed.
- Grains*
7. If two figures have been stated to indicate the natural weight, the average of these two figures shall be the basis for the allowance if the weight that has been ascertained falls short of the lower of the two natural weights stated.
- Grains*
8. The natural weight stated in respect of parcels which have already been discharged shall be understood to be the weight ascertained at the time of transshipment from ocean-going vessel or equivalent space or inland barge, which weight will not therefore be guaranteed any further.

Quality: Admixture

- Article 32b
Grains
1. For sales stipulating a certain percentage of admixture, the relevant provisions of the German-Dutch Contract ('Duitsch-Nederlandsch Contract') in existence for grains (only) or last in existence at the time of concluding the contract shall apply in respect of the admixture permitted and the allowances to be paid.
- Grains*
2. The certificate of analysis issued by analysis issued by a laboratory approved by the Royal Dutch Grain and Feed Trade Association included in the list of approved laboratories as published on its website at the time of analysis shall be binding for the purpose of ascertaining the admixture.
- Grains*
3. This certificate, prepared in respect of the c.i.f. parcel, shall be binding in respect of deliveries made out of such parcel on the Conditions of the Dutch Trade in Grain and Feed Materials and shall be shown by the seller to the buyer at the latter's request.
- Grains*
4. If the seller fails to show this certificate or if he fails to prove that he has applied for analysis but has not yet received the results, the buyer shall be entitled, provided that he has requested the certificate within fourteen days from discharge of the parcel, to send the samples sealed jointly with the seller to a laboratory approved by Koninklijke Vereniging Het Comité van Graanhandelaren as published on its website at the time of concluding the contract within six weeks from discharge of the parcel for analysis. The results of the analysis shall be the basis for settlement between the parties while the costs of the analysis shall be borne by the parties for 50% each. If it turns out that this analysis

cannot be made because the above samples have not been taken and sealed, the data to be furnished by the receiver may serve as a basis for settlement as far as the admixture is concerned.

Quality: Content

- Article 32c
Grains
Grains
1. The moisture content shall be the moisture content ascertained by one of the laboratories approved by the Royal Dutch Grain and Feed Trade Association (included in the list of approved laboratories as published on its website at the time of analysis) in respect of the entire c.i.f. parcel out of which delivery has been made. The certificate concerned shall be shown by the seller to the buyer at the latter's request.
 2. If the moisture content referred to in paragraph 1 has not been ascertained, the data to be furnished by the buyer may serve as a basis for settlement as far as the moisture content is concerned.
- Article 32d
Feed
Materials

Feed
Materials

Feed
Materials

Feed
Materials
1. Unless otherwise agreed, a lower protein and oil content than the warranted shall only entitle the buyer to an allowance.

This allowance shall be 1% of the contract price per unit of deficiency for the 1st 3 units of deficiency under the warranted percentage and 2% of the contract price per unit of deficiency for the 4th and 5th units under the warranted percentage. In respect of fractions of a unit of deficiency, calculated to the nearest one-tenth of a percent, the allowance shall be calculated proportionately. If the deficiency exceeds 5%, the allowance shall, if necessary, be determined by arbitrators.
 2. If two percentages are stated in respect of the protein and oil content, the mean of the two percentages shall serve as a basis for calculating the allowance if the content ascertained is lower than the lower of the two percentages stated.
 3. Even if a maximum sand/silica content of less than 5% has been agreed, the buyer shall, nevertheless, only be entitled to reject the goods and, in so far as these goods have already been received, to make them available again to the seller if the content ascertained exceeds 5%. The allowance owed by the seller to the buyer in respect of an excess percentage of sand/silica shall be 2% of the contract price for the first two units of excess above the warranted percentage and twice this percentage for any subsequent excess.
 4. The goods shall be free from castor seed husk. The buyer shall nevertheless only be entitled to reject the goods and, in so far as these goods have already been received, to make them available to the seller again, if the percentage ascertained is in excess of 0.005%.

The allowance owed by the seller to the buyer if castor seed husk is found to be present shall be 0.75% of the contract price for a percentage of up to and including 0.001%, 0.9% of the contract price for a percentage of up to and including 0.002% and 1.3% of the contract price for a percentage exceeding 0.002%.
- Article 32e
Animal
Proteins

Animal
Proteins
1. A lower protein content than warranted shall only entitle the buyer to a corresponding computation of the contract price if this price is based on a certain amount per percent protein, or entitle him to an allowance if the price was agreed upon on a quantity basis.
 2. In the latter case the allowance for each unit of deficiency below the warranted percentage shall be an amount equal to the contract price to be divided by the protein percentage warranted in the contract (the so-called pro rata allowance). If two percentages have been stated in respect of the protein content, the mean percentage shall

- serve as the basis for the allowance if the percentage ascertained is lower than the lower of the two percentages stated.
- Animal Proteins*
3. If a maximum fat, moisture, sand/silica or salt content has been agreed upon, the buyer shall be entitled to an allowance for each percentage ascertained to be in excess of the maximum concerned. This allowance shall be 1% of the contract price for each unit of excess above the warranted percentage. However, if the seller already owes an allowance on account of too low a protein content, the allowance for too high a moisture content shall only be due if the moisture content exceeds 12%.
- Animal Proteins*
4. In applying the provisions of this article, 'about' when used in respect of a percentage shall not be taken into consideration. Any fractions of a percent shall be calculated pro rata to the nearest one-tenth of a percent.
- Article 32f Animal Proteins*
1. If the contract price is based on a certain amount per percent protein and if, moreover, two percentages are stated in respect of the protein content, the price to be paid by the buyer shall never exceed the price which would have to be paid on the basis of the higher of the two percentages. In this case 'about' when used in respect of the higher of the two percentages shall not be taken into consideration.
- Animal Proteins*
2. If the contract price is based on a certain amount per percent protein and 'about' is in connection with the protein content warranted, the price to be paid by the buyer shall never exceed the price which would have to be paid on the basis of 105% of the warranted percentage.

Sampling and analyses

- Article 33*
1. If one of the parties requires an analysis in order to have one or several warranted percentages ascertained, 3 samples shall be taken and sealed for this purpose jointly by or on behalf of the seller and the buyer prior to or during delivery. Sub samples shall preferably be taken in such a manner from the continuous flow that a representative sample of the goods can be obtained. The buyer shall receive the samples with the odd numbers and the seller the samples with the even numbers.
2. The party requesting analysis shall, for this purpose, send its sample with the lowest number to a laboratory approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of the request for analysis for analysis within 3 days of sealing, on pain of the lapse of its right. If the contract price was based on a certain amount per percent protein, it is up to the seller to have the protein content ascertained by means of analysis. In all other cases it shall be up to the buyer to have the content ascertained, if required.
3. As soon as the party that requested the analysis receives the analysis report from a laboratory approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of analysis, it must send the other party a copy of the report. If the party that requested the analysis wants a reanalysis, it must notify the other party to this effect in writing when sending the other party the copy of the report, in which case the other party is obliged to send its highest numbered sample for analysis within three days of having received this notification to a laboratory included in the list of laboratories approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of the request for analysis, other than the previously employed laboratory of the laboratories approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of analysis that conducted the analysis, described in clause 2 of this article. The other party can then classify the

analysis as a reanalysis, and must notify at the same time the party that requested the reanalysis to this effect in writing.

If the other party fails to comply with one of these obligations, the party that requested the reanalysis is entitled to have its highest numbered sample analysed by a laboratory included in the list of laboratories approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of request for analysis other than the previously employed laboratory of the laboratories approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of analysis that conducted the analysis described in clause 2 of this article. The party that requested the reanalysis can then classify the analysis as a reanalysis, and must notify the other party to this effect in writing.

4. In the event that the party that requested the analysis does not notify the other party that it wants a reanalysis when sending the other party a copy of the analysis report issued by a laboratory approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of the analysis, the other party is entitled to exercise its right to reanalysis. In order to be able to exercise this right, it must send its highest numbered sample within three days of the receipt of the analysis report to a laboratory included in the list of laboratories approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of the request for analysis to a laboratory other than the laboratory that conducted the analysis described in clause 2 of this article and must at the same time notify the party that requested the analysis to this effect in writing.
5. The results of the analysis shall be notified to the other party as soon as possible by forwarding a copy of the second certificate of analysis. If the difference between the results of the first analysis and the second analysis is less than 1/2 %, the result of the first analysis shall be binding. If the difference is 1/2% or more, the mean of the two analyses shall be accepted as binding.
6. Contrary to the above, the provisions applicable in respect of castor seed husk shall be that a second analysis shall only be possible if, according to the certificate of analysis by a laboratory approved by the Royal Dutch Grain and Feed Trade Association as published on its website at the time of analysis, the presence of castor seed husk has been ascertained and that after a second analysis the mean of the two results shall be binding.
7. The cost of performing a first analysis and second analysis shall be for account of the party at whose request the analysis concerned was performed.

Article 34

If 'analysis in connection' has been agreed upon, the parties shall be bound by the results of the analysis or analyses which are binding upon the first f.o.b. seller in string who himself did not buy on the condition 'analysis in connection'.

If 'analysis on shipment' was agreed upon, the parties shall be bound by the results of the analysis carried out at the time of shipment which are binding upon the first f.o.b. seller as c.i.f. buyer.

If 'plant analysis' has been agreed upon, the parties shall be bound by the results of the analysis performed by the manufacturer of the goods which, in the case of goods manufactured abroad, are binding upon the first f.o.b. seller and, in the case of domestically produced goods, are binding upon the first f.o.b. buyer.

In all the above cases the seller shall notify the results concerned to the buyer without delay by sending him a copy of the relevant certificate of analysis. If the seller fails to do so, the data to be furnished by the buyer may be used to ascertain the percentage concerned at the seller's expense.

IV. Undesirable substances and products

- Article 35
1. If the goods contain more than the maximum percentage of undesirable substances and products permitted by law at the place of delivery, the buyer shall be entitled to reject the goods and, to the extent that they have already been received, to make the goods available to the seller again provided that the parcel can still be identified. The seller shall be obliged to compensate the buyer for any costs that have been incurred by the latter in respect thereof in vain.
 2. It shall be ascertained on the basis of the results of the analysis of samples taken by qualified authorities and/or the buyer and the seller jointly whether or not the percentage of undesirable substances and products contained in the goods is in excess of the maximum percentage mentioned in paragraph 1, on the understanding that the highest binding analysis results shall prevail.
If the buyer wishes to have the goods analysed in order to establish the percentage of undesirable substances and products, 3 samples shall be taken and sealed before or at the time of delivery by or on behalf of the buyer and seller jointly. The samples shall be taken and the analysis performed in accordance with Article 33 of the Conditions of the Dutch Trade in Grain and Feed Materials.
 3. If the goods are rejected the seller shall be entitled to make a replacement delivery provided that the provisions of Article 18 can still be complied with in the event of a contract concluded basis spot or, in the event of a contract concluded for forward delivery, provided that the provisions of Article 20 can still be complied with.
If at the time of rejection, where a contract concluded basis spot or for forward delivery is concerned, it is no longer possible to make a replacement delivery within the contractual period, or if the contract concluded is a contract for shipment or for arrival, the buyer shall be entitled to cancel the contract, in which case mutual settlement shall take place on the basis of the market price of the goods.
If the buyer does not make use of his above right, the seller shall, within 20 days from the date on which the first rejection took place, be entitled to make one replacement delivery in which case 'shipment' or 'arrival' shall be deemed to have been changed to 'forward delivery'.
If the goods offered again exceed the maximum percentage referred to in paragraph 1, the buyer shall again be entitled to reject the goods in accordance with the provisions of paragraph 1. The seller shall in that case be obliged to settle on the basis of the market price prevailing on the date of the second rejection if this exceeds the contract price and to refund any costs that were incurred by the buyer in vain.
 4. The provisions of this article shall solely relate to goods which are in free circulation at the place of delivery.
 5. The provisions of Article 34 shall not apply to this article.

V. Payment

- Article 36
1. Unless agreed otherwise, payment shall be made in cash. Payments shall be made to the seller free of charges immediately after receipt of the latter's invoice.
 2. If a parcel is received by instalments, the seller shall be entitled to demand separate payment for each instalment.
 3. If payment is not made in time, the seller shall be entitled to Euribor-rate + 5% interest commencing one week after the date on which the invoice was sent, without prejudice to his right to demand immediate payment.
 4. After loading the seller shall not be required to surrender the documents until he has received payment.

5. Goods and/or documents shall remain the property of the seller until full payment has been received.

Article 37

1. The seller shall in any case have the right to demand that the amount of the provisional invoice to be sent by him to the buyer shall, prior to delivery of the goods, be paid by the latter free of charges to the Association, which in its turn undertakes to pay the seller the amount of the invoice due to the latter up to a maximum of the amount of the provisional invoice and subject to the following stipulations.
2. The seller shall inform the Association in writing of such a demand, while sending a copy of the provisional invoice.
3. The amount referred to in paragraph 1 shall be paid to the Association before the date for which the seller has requested cargo space, but the buyer shall be entitled to require that he is allowed the amount of time as may be considered reasonable to effect payment.
4. As soon as payment has been received by the Association, it shall inform the seller or his representative and to the buyer or his representative thereof as soon as possible.
5. The Association shall not pay interest on the amount paid as referred to above, but the seller shall be obliged to pay the buyer interest to be calculated on the basis of the Euribor-rate, to be increased by 5% interest for the days which have lapsed between the date of payment and the delivery date.
6. When sending the copy of the provisional invoice referred in paragraph 2, the seller shall be obliged to remit to the Association 1‰ of the amount stated in the relevant invoice, to be increased by € 50,-, which amounts shall be forfeited in any case by the seller to the Association.
7. Any bank charges in connection with the finalisation of the deposit which are charged to the Association shall be for the seller's account.

Article 38

1. The buyer or his representative shall notify the Association of the delivery not later than three days after delivery was made, stating at the same time the exact quantity he has received. The Association shall correspondingly pay the seller the amount due to the latter, up to a maximum of the amount shown on the provisional invoice, if possible on the same day or else on the following day.
2. If the buyer or his representative fails to observe the prescribed three-day time limit for notifying the Association that delivery has taken place, settlement shall take place according to the statement submitted by the seller, supported by weight or measurement certificates, if necessary.
3. Any disputes arising between the buyer and the seller concerning the quantity received, the condition, quality and other matters shall be settled by arbitration in accordance with the present conditions, entirely as though payment had taken place between the parties direct.
4. If the quantity delivered is less than the quantity which was provisionally invoiced, the Association shall pay back to the buyer the excess amount paid by the latter as soon as the Association has satisfied itself that the statement made by the buyer was correct. If no delivery takes place at all, the Association shall pay back the full amount to the buyer. However, the Association shall in neither of these cases be obliged to pay back any amount paid by the buyer as long as it has not been established that the buyer has no further obligations towards the seller under the contract, all this to be judged by the Board. The Association shall not be required to pay back any amounts except in the cases mentioned above.
5. If the buyer fails to pay the amount of the provisional invoice as described above, the seller shall be entitled not to deliver the goods or to have the goods sold by a broker or intermediary and to require compensation for any loss suffered in either of these cases.

VI. Miscellaneous

- Article 39
1. Force majeure shall be understood to mean any unforeseen, extraordinary circumstance which a party to a contract was unable to avoid or avert and which is not at the risk and expense of that party, if that circumstance occurs after concluding the contract and the contracting party concerned is, owing to that circumstance, unable to meet his obligations, whether in part or in full.
 2. As far as sales of spot goods are concerned the seller shall, if prevented from delivering the goods or any part thereof as a result of force majeure, immediately inform the buyer thereof in writing. The number of days within which delivery has to take place shall in that case be extended by the number of days during which the force majeure continues. If the extension exceeds a period of 7 days, the contract shall be rescinded by operation of law.
 3. As far as contracts for forward delivery are concerned the seller shall, if prevented from delivering the goods or any part thereof as a result of force majeure, in any case inform the buyer thereof in writing before the end of the delivery period. The agreed delivery period shall in that case be extended either by 30 days, or by 7 days from the date on which the force majeure ends, whichever is the shorter. If the extension exceeds 30 days, the contract shall be rescinded by operation of law.
 4. As far as contracts for shipment or for arrival are concerned the seller shall, without prejudice to Article 6, paragraph 5, notify the buyer if he is prevented from shipping the goods or any part thereof from origin or from loading or delivering all or part of the goods at the place of delivery as a result of force majeure, this notice to be given in writing within 4 days from the end of the agreed shipping period or immediately after the occurrence of the force majeure circumstances relating to the loading or delivery at the place of delivery. In the case of force majeure with regard to the shipment of goods from origin, the agreed shipping period or, where a contract for arrival is concerned, the corresponding shipping period, shall be extended either by 60 days, or by 7 days from the date on which the force majeure ends, whichever is the shorter. In the case of force majeure in connection with loading or delivery at the place of delivery, the loading or delivery shall be postponed either for a period of 30 days, or by 7 days from the date on which the force majeure ends, whichever is the shorter. If the extension exceeds a period of 60 days or the postponement exceeds 30 days, the contract shall be rescinded by operation of law.
 5. If, as a result of force majeure, the buyer is prevented from receiving or loading the goods or part thereof, he shall inform the seller thereof forthwith in writing. Delivery or loading shall in that case be postponed until same becomes possible again. If the postponement exceeds a period of 30 days the contract shall be rescinded by operation of law.
 6. In the case of force majeure, whether on the part of the seller or the buyer, which has not been provided for in the previous paragraphs of this article, the consequences thereof shall be settled by arbitration in the event of a dispute arising between parties in respect thereof.
 7. If the arbitrators consider that there are reasonable grounds to do so, they shall be authorized to require that each of the parties bear a share in any losses resulting from the rescission of the contract on account of force majeure in a proportion to be determined in all fairness by the arbitrators concerned.
 8. Contrary to the above, rescission of the contract on the grounds of Section 6:265 of the Dutch Civil Code shall be excluded.

- Article 40
1. If the buyer or seller suspends his payments or becomes apparently unable to meet his financial obligations before delivery has taken place, the contract of purchase and sale shall be rescinded by operation of law and settlement shall take place at the market price prevailing on the day on which that circumstance can be considered to have become generally known, or at least to have become known to the other party.
 2. The market price shall, if necessary, be determined by arbitrators.
- Article 41
1. If the buyer is declared bankrupt, suspends his payments or becomes apparently unable to meet his financial obligations, the seller shall not be obliged to pay the agreed commission to the broker.
 2. The same shall apply between the buyer and the broker if the buyer is required to pay a commission under the terms of the contract and it is the seller who is declared bankrupt, suspends his payments or becomes apparently unable to meet his financial obligations.
- Article 42
1. If the goods are not transported by sea, insurance shall be taken out with a reputable insurance company for an amount which shall be at least 2% above the invoice amount and on the following terms: 'Compensation to be paid for any damage, however slight, caused by all outside calamities and casualties (and, additionally, with regard to packed goods: 'Including theft and/or loss and/or misappropriation, however minor and howsoever caused, but free from customary underweight'). Free from damage caused by war risks according to the clauses applicable on the Rotterdam or Amsterdam exchanges'.
 2. In the case of 'c.i.f.' and 'freight paid' transactions, the seller shall, as far as transport is concerned, not be required to make any arrangements other than those in respect of the carriage of the goods on the usual conditions.
 3. The goods to be delivered shall be in free circulation at the place of delivery and shall be customs cleared, unless otherwise agreed.
 4. Any duties, levies and taxes payable on the goods, in so far as such duties, levies and taxes were introduced or increased between the date of sale and the date of delivery, shall be for the buyer's account. Any abolitions and/or reductions between the above dates shall be for the benefit of the buyer.
- Article 43
- The term 'days' as used in the present Conditions as well as in the Arbitration Rules of the Dutch Trade in Grain and Feed Materials shall not include Saturdays, Sundays, officially recognized public holidays as well as those days which the Board of the Association may declare as holidays. The only exception shall be in respect of the receipt of purchased goods, which shall take place every day with the exception of Sundays and Christmas Day.
- Article 44
1. The present Conditions shall be governed by Dutch law.
 2. The Vienna Convention on Contracts for the International Sale of Goods shall not be applicable to the present Conditions.
 3. The 'Further Provisions' and 'Supplementary Provisions for the trade in farina, flower, oats and other commodities to be designated later' belonging to the present Conditions shall form part thereof.
- Article 45
- If the provision 'in connection' (to/with) GAFTA (100) has been agreed upon by the parties, the parties shall be bound to:
- the provisions of Article 34, concerning 'analysis in connection' shall apply, and that
 - In the event of a contract for shipment also the provisions of GAFTA 100 concerning 'Extension of Shipment' and 'Prevention of Shipment' will be applicable

For the remaining part, the conditions of the Conditions of the Dutch Trade in Grain and Feed Materials (CNGD) (including the Arbitration Rules of the Dutch Trade in Grain and Feed Materials) remain fully applicable.

- Article 46
1. The seller is obliged to inform the buyer in writing as soon as possible, and in any event before the moment of delivery and/or transshipment of the cargo of raw materials, whether that cargo has been treated with a pest-control agent releasing toxic gases or vapours (such as phosphine or any other fumigant or spray) during the preceding storage and/or transport.
 2. The seller shall ensure that a document accompanying the cargo includes one of the following sentences:
“Prior to delivery and/or transshipment, the cargo has been treated with a pest-control agent releasing a toxic gas or vapour, i.e. specifically the pest control agent: “.....”.
Where required under applicable laws and regulations, the cargo has been released for delivery and/or transshipment by the responsible authority/controller (e.g. the person in charge of the treatment).”.
or:
“Prior to delivery and/or transshipment, the cargo has not been treated with a pest control agent releasing a toxic gas or vapour”.
 3. With respect to deliveries by lorry of raw materials that have not been treated, and in deviation from paragraph (2), prior confirmation by the seller in accordance with paragraph (1) shall suffice.

VII. Disputes

- Article 47
1. All disputes which may arise between the parties out of or in connection with a contract of sale concluded on the Conditions of the Dutch Trade in Grain and Feed Materials or out of stipulations made with regard thereto as well as all disputes arising out of or in connection with any further contracts which may result from such a contract of sale or such stipulations shall be settled by arbitration.
 2. The persons who have been acting as brokers in the conclusion of a contract of sale as referred to in paragraph 1 and who have signed the relevant contract notes shall thus become a party to the arbitration agreement in respect of all disputes which may arise out of or in connection with the contract of sale concluded or out of stipulations made with regard thereto or as a result of their acting as brokers. They may also be called as a third party to the arbitration proceeding between the buyer and the seller.
 3. If there is any doubt as to whether or not there is a dispute within the meaning of paragraphs 1 and 2, the descriptions given therein shall be interpreted in the widest possible sense. A dispute shall also be considered to exist if either of the parties fails to pay a debt to the other party without disputing the correctness of that debt.
 4. Arbitration shall take place in accordance with the Arbitration Rules of the Dutch Grain and Feed Trade Association. The arbitrators shall decide *ex aequo et bono*. The place of arbitration shall be Rotterdam (the Netherlands).
- Article 48
1. Arbitration shall, save for the cases referred to in Articles 49, 50 and 51, be claimed not later than three months from the day on which the dispute arose, on penalty of dissolution of right, except for extraordinary cases, this to be decided by the arbitrators.
 2. In all cases the arbitration claim shall be submitted in writing to the Association.

3. The claimant or his representative shall, simultaneously with the written arbitration claim, notify the other party thereof in writing.

Article 49

1. If the buyer or his representative rejects any goods on the grounds of quality or condition or quality which is not determined by analysis, or if the seller or his representative is of the opinion on the first-mentioned ground that he is not obliged to deliver, both the buyer and the seller shall have the right to claim arbitration.
2. If the arbitration has not been claimed at the latest on the day following the day on which it is established that the other party or his representative has been informed of the refusal to receive or deliver, this party shall be deemed to have consented to this refusal.
3. The buyer shall be obliged, if so required, to receive the goods pending the arbitration claim and the investigation by the experts, and if the buyer fails to do so, the seller shall be authorised to transship or store the parcel of goods which is the subject of the dispute at the expense of the party which will be found to be in the wrong.

Article 50

1. If the buyer or his representative is of the opinion that complaints may be made in respect of the quality, weight or admixture which is not determined by analysis, he shall - save as provided in Articles 18 and 21 - be under the obligation to receive the goods, but he may have any difference in respect of quality or admixture determined by arbitration. He shall notify the seller and the Association of his intention while acting in accordance with Article 51, and the arbitrators shall reach their decision on the basis of average samples of the parcel in question, to be taken and sealed on board during discharge. If there are one or more strings a maximum quantity of 500 tons shall be sealed per hold per classification. On the basis of the string lists these samples shall be allocated to the parties in the string. When determining a quality difference, which does not include possible deviations from warranted percentage(s), the arbitrators may, nevertheless, take account of such deviations.
2. If a quality difference, including a possible difference in natural weight, should, however, amount to 10% or more of the contract price according to the award made by the arbitrators, the buyer shall be entitled to reject the goods and, insofar as the goods have already been received, to make them available to the seller, provided he notifies the seller thereof not later than the day following the receipt of the award made by the arbitrators, notwithstanding the seller's right and obligation either to deliver another parcel of goods which does meet the terms of the contract or to pay compensation.

Article 51

1. If the buyer or his representative wishes to claim arbitration on account of condition, quality (which is not determined by analysis), admixture (except analysis) and/or nature, he shall, on pain of extinction of his right, submit the arbitration claim to the seller not later than on the day following the day of delivery of the parcel as well as notifying the Association thereof on the next following day at the latest.
2. If a contract forms part of a string of contracts, the contents of which are identical, except as to price and quantity, the last buyer shall claim arbitration in accordance with paragraph 1 of this article.
A subsequent arbitration claim in the string shall be considered to have been submitted in time if the buyer or his representative has given the seller notice thereof on the same day, if the previous claim was received before 16.00 hours, and on the following day, if the previous claim was received after 16.00 hours, and if the Association has also been notified hereof on the next following day at the latest.
3. Where 'c.i.f.' or 'freight paid' sales of goods still to be loaded are concerned and the seller has not notified the buyer or his representative in time of the commencement of loading, the arbitration claim shall, contrary to the above, be submitted not later than on the day

following the day on which the buyer or his representative has been able to ascertain the quality, admixture (except analysis), origin and/or condition (as the case may be) and nature of the goods.

- Article 52
1. If arbitration is claimed, the claimant or his representative shall notify the Association thereof and lodge the contract note or equivalent proof of purchase and sale as well as depositing the probable amount of the costs - to be determined by the Board of the Association - with the Association in a way to be decided by the Association.
 2. If payment of the deposit has not been done, even after a demand for same has been made in writing, within the period of time stated in the demand, the arbitration shall be considered to have been withdrawn.

- Article 53
1. If either of the parties does not comply with an award of the arbitrators which has acquired the force of res judicata, the Association shall be permitted to announce this fact, both to the general public in any way it deems fit, and to the members of the Association.
 2. In the case mentioned in paragraph 1, arbitration in respect of disputes in which the party referred to in that paragraph is the claimant or respondent shall be excluded if these disputes arise out of or are related to contracts entered into one week after the announcement as referred to in paragraph 1 has been made and as long as the situation provided for in that paragraph continues.

Further Provisions

- a. The '*Association*' shall be understood to mean Koninklijke Vereniging Het Comité van Graanhandelaren (Royal Dutch Grain and Feed Trade Association), established in Rotterdam. '*A laboratory approved by the Royal Dutch Grain and Feed Trade Association (Het Comité)*' shall be understood to mean a laboratory included in the list of the approved laboratories as published on its website.
- b. 1 Tonne 1000 kgs.
- c. '*About*'. When sold 'about' this shall be understood to mean that the quantity to be delivered may not be in excess or short of the quantity mentioned by more than 5%, 2% of which to be settled at the contract price and 3% at the value on the day of delivery.
In the event that 5% is exceeded then all that has been delivered in excess or in deficit shall be settled at the value on the day on which delivery takes place.
- d. '*Remainder*' shall be understood to mean all that is left over after delivery of the part sold to others previously. If it turns out that there is a 20% excess or deficiency the buyer may require the seller to indicate the cause thereof and if the seller fails to do so the buyer may demand compensation for any damage suffered.
- e. '*Market price*' may be put on a par with the sale/purchase price of a covering transaction received or paid by the seller or buyer, unless that price is not reasonable in the opinion of arbitrators.
- f. '*F.o.b.*'. The buyer provides cargo space at the place where the goods are situated and pays for the stowage cost while the seller pays for the cost of weighing and the landing or transfer.
- g. '*Transported free on board*'. The seller pays for the cost of weighing, branding and transportation to the cargo space indicated by the buyer, as well as delivery into that cargo space; the cost of stowage is for the buyer's account.
- h. '*Received ex lighter/store*'. If goods in bags are delivered ex lighter/store, they shall be placed on the scales at the seller's expense, subsequent upon which the further costs of removing the goods from the scales and loading them into the cargo space indicated by the buyer shall be for the buyer's account.
If goods are delivered in bulk, the buyer and seller shall each pay half of the transfer cost from lighter/store into the cargo space provided by the buyer, unless the cost of delivery into the buyer's cargo space has been included in the storage cost, in which case no cost, except for the cost of trimming, if any, shall be paid by the buyer.
- i. '*Free on railway wagon*'. The seller pays for the cost of weighing and delivering, including stowage, into railway wagon, which has to be provided by the buyer. The cost of covering the goods shall be for the buyer's account.
If the station from which the railway wagon has to depart at the place of unloading is not indicated at the time of concluding the contract, then the seller shall be free in his choice of station.
If also sold 'ex store' (warehouse, bonded warehouse or silo) and the railway wagon has been made available at the time for which space has been requested then loading must take place within the free loading time specified by Nederlandse Spoorwegen (Dutch Railways). Any costs occasioned by the seller's failure to comply with this requirement shall be borne by him.

- j. *'Free on lorry/roadtruck'*. The seller pays for the cost of weighing and delivering onto the lorry/roadtruck, which has to be provided by the buyer. The cost of stowage and covering the goods shall be for buyer's account.
If also sold 'ex store' (warehouse, bonded warehouse or silo) then loading must have commenced within 3 working-hours from the time for which space was requested and provided, and must continue uninterruptedly.
Any costs occasioned by the seller's failure to comply with this requirement shall be borne by him.
- k. *'C.i.f.'* place of destination shall be understood to mean loading and stowage, including freight and insurance up to the place of destination.
- l. *'Freight paid'* place of destination shall be understood to mean loading and stowage including freight up to the place of destination.
- m. *'Franco'* shall be understood to mean that all costs and risks up to the place of delivery shall be for seller's account.
- n. *'Direct'* shall be understood to mean within five days from concluding the contract of sale.
- o. *'Prompt'* shall be understood to mean within three weeks from concluding the contract of sale.
- p. *'First or second half of a month'*. The middle day of months with an odd number of days shall be considered to belong to both the first and the second half. If the contract provides for forward delivery, shipment or arrival in the first as well as the second half of the same month, then the provision contained in the previous sentence may only be applied to either of these contract periods.
- q. *'Atlantic ports'* shall be understood to mean all ports of the United States of America bordering on the Atlantic Ocean, as well as all East Canadian ports, including those of the Great Lakes of those two countries.
- r. If sold *for forward delivery/arrival*, the seller may follow either the provisions for contracts for forward delivery or the provisions for contracts for arrival, but he must declare his choice at the latest at the time of appropriation.
- s. *'Ocean-going vessel or equivalent space'* shall be understood to mean the vessel by which the goods are being transported or the lighter or other space into which the goods have been transferred or in which they are stored by or on behalf of the captain.
- t. *'Arrival'* shall be understood to mean in the case of an ocean-going vessel: arrival in the Nieuwe Waterweg or in the Calandkanaal or arrival within the IJmuiden piers.
- u. *'Type sample'* shall be understood to mean 'about as per sample'
- v. *'Approval'* shall be understood to mean: The buyer shall be entitled to inspect the goods purchased and if they do not meet his expectations, to reject the goods, as a result of which the sale shall be rescinded without any compensation being due.
If no period of time has been laid down for approval, the following times shall apply:

- for goods lying in an ocean-going vessel or equivalent space: as soon as the parcel of goods intended for the buyer can be seen;
- for goods lying in a lighter or silo or warehouse: if only part of the parcel of goods has been purchased, as soon as that part can be seen;
- for goods lying in a lighter or silo or warehouse, if the entire parcel of goods has been purchased: the day following the day on which the purchase was made but not later than 14.30 hours.

If the buyer or his representative has failed to declare, within the time prescribed, that he rejects the goods, it will be assumed that he has approved the goods purchased and any claims made by him at a later stage shall be considered invalid. The seller or his representative shall be notified of the fact that the goods purchased have been rejected.

- w. “In writing” shall for the purposes of the Conditions and the Arbitration Rules be understood to mean:

Communication via telex, letter, e-mail or other electronic means, always subject to the proviso that if receipt of any notice is contested, the burden of proof of transmission shall be on the sender who shall, in the case of a dispute, establish, to the satisfaction of the arbitrator(s) or board of appeal appointed pursuant to the Arbitration Rules, that the notice was actually transmitted to the addressee.

Optional clause dated 29th June 1998, revised 28th June 1999, revised again and taking effect as from the 1st of September 2010

(Labelling clause)

“In accordance with Art. 21 of Regulation (EU) Nr. 767/2009 on the circulation of feed materials, it is agreed by buyers that they do not require the sellers to produce the information and particulars referred to in Art. 16 Par. 1 under b). As a consequence these particulars are not required to be stated on the accompanying document.”

Optional clause dated 19th May 2003, revised and taking effect 16th April 2012

If, at the time of the deal being made, both the vendor and the buyer are included in one of the lists of recognized companies of GMP+ international Feed Safety Assurance scheme, or an equivalent code which is GMP+ international approved, the following will apply:

If at any time during the contractual period of delivery, the vendor fails to comply with the provisions stipulated in the GMP+ int/FSA scheme of GMP+ international and can therefore not be classified as a GMP+int/FSA recognized supplier, or equivalent to a recognized supplier according to the annex Minimum voorwaarden inkoop GMP+ BA10 (Minimum purchase conditions GMP+ BA10) the vendor will be deemed to be in default. Following notice of default, only the current delivery period of the contract will be terminated and reciprocal payment will be made on the basis of the difference between the contract price and the market price on the first day subsequent to the notice of default being issued. Each period of delivery is considered to be a separate contract. The termination of one period of the contract has no influence on the other delivery periods nor on any other contracts between the parties.

Arbitration Rules of the Dutch Trade in Grain and Feed Materials

Arbitration Committee ,Committee of Experts

- Article 1.
1. Koninklijke Vereniging Het Comité van Graanhandelaren, hereinafter to be referred to as: 'the Association', shall appoint from out of their members an Arbitration Committee for transactions concluded on the Conditions of the Dutch Trade in Grain and Feed Materials, hereinafter to be referred to as: 'the Conditions', or transactions to which at any rate Articles 47 to 53 inclusive of the-Conditions apply.
 2. The Association shall also appoint, from out of their members, or non-members if necessary, a Committee of Experts for the purpose of taking samples and drawing up reports in the case of disputes concerning quality and/or condition, in order to assist with the arbitration.
 3. A member of the one Committee may also be a member of the other Committee but may not act as an arbitrator in a dispute in which he has acted as an expert or vice versa.
 4. Each year, at the latest in December, the members of both these Committees shall be appointed by the members of the Association, via voting by ballot, for a period of one calendar year and they will be eligible for immediate re-election.
 5. The Committees may be added to or enlarged by Meetings of the Associations called for that purpose.
- Article 2
1. The Arbitration Committee shall consist of at least twenty-six members. At least eight of these members shall form the Board of Appeal Arbitrators.
 2. The Committee of Experts shall have at least six members for each of the categories to be determined annually by the Board of the Association.
 3. After receiving an arbitration claim in first instance three (3) arbitrators shall be appointed from the Arbitration Committee referred to in paragraph 1 of this Article ~~+~~by or on behalf of the Board of the Association. In the case of an appeal arbitration five (5) appeal arbitrators shall be appointed. In the appeal arbitration no arbitrators can be appointed that already acted as arbitrator in the first tier arbitration of the same dispute
 4. If it proves impossible to select the three arbitrators required for the arbitration from the Arbitration Committee, one or more members of the Committee of Experts, or, if necessary, other persons as well shall be nominated as arbitrators by or on behalf of the Board of the Association.
 5. If it proves impossible to select the five Appeal Arbitrators required from the Board of Appeal Arbitrators, one or more Appeal Arbitrators shall be nominated by or on behalf of the Board in accordance with the provision of Article 3. Persons who have acted as arbitrators or experts in the first instance shall, however, not be eligible to be appointed for this purpose.
 6. In the event of disputes about quality and/or condition three experts shall be nominated for each individual case for each of the categories referred to in paragraph 2 of this Article by or on behalf of the Board.
 7. If it proves impossible to select the three experts required for the experts' examination from the experts appointed for the category in question, one or more experts shall be nominated by the Board of the Association from the other members of the Committee of Experts. If three experts cannot be selected in this way either, one or more members of the Arbitration Committee as well as other persons, if necessary, shall be nominated as experts by or on behalf of the Board of the Association.
- Article 3
1. Arbitrators shall accept their mandate in writing.

2. Experts shall also accept their mandate in writing.
3. If either of the parties is of the opinion that there is justified doubt concerning the impartiality and independence of one or more arbitrators, the challenging party shall give notification of the challenge and the reasons therefor in writing to the Board of the Association, with copy to the arbitrator concerned, the other party and the co-arbitrators. A party may not challenge an arbitrator if it has accepted the appointment of the arbitrator, unless the reason for challenge became known only after the appointment. The notification of challenge as referred to in this paragraph shall be sent no later than within one (1) week after the reason for challenge became known to the challenging party.
4. If the challenged arbitrator does not withdraw within one (1) week after the notification of challenge, the President of the District Court shall, at the request of the most designated party, decide on the merits of the challenge in accordance with Article 1035 of the Dutch Code of Civil Procedure.
5. If the challenged arbitrator withdraws, this shall not imply the challenged arbitrator's acceptance of the reasons for the challenge.
6. Arbitrators may suspend the arbitral proceedings as of the day of receipt of the notification of challenge as referred to in paragraph 3 of this Article, or, afterwards, pending the challenge proceedings, as of the moment the arbitrators deem appropriate.
7. If either of the parties is of the opinion that one or more of the experts has/have an interest in the report which is to be drawn up by them, this party shall notify the Board of the Association thereof immediately after having been called as described above. If the Board considers the objection made to be justified, it shall replace the expert(s) while observing the provisions of Article 2.

Disputes about quality and/or condition

- Article 4
1. If the arbitration claimed concerns a dispute about quality and/or condition, the experts - nominated as provided for in Article 2 - shall, immediately after accepting their appointment, call both parties or their representatives referred to in Article 5 of the Conditions, so as to enable them to be present when samples are taken and to give any information which they may consider necessary.
- Article 5
1. Unless the parties have produced samples which have been jointly sealed, the experts shall take samples or have samples taken forthwith, investigate the samples personally and report thereon in writing to the Association.
 2. If the experts find any deviation from the quality and/or condition, they shall state in their report the lower value which the goods, in their opinion, have as a result. The report may be handed in later if and insofar as this is necessary in order for the experts to be able to compare the samples with an average sample or to take into account the result of an analysis.
 3. The Association shall despatch to both parties by registered mail a copy of the report after having certified same, while holding the original at the disposal of the arbitrators who will make the award in the dispute.
 4. Unless either of the parties has notified the Association in writing, within two weeks from the date of sending a copy of the report by registered mail as referred to in paragraph 3 of this Article, that he wishes to continue the arbitration, the arbitration shall be considered to have been withdrawn, save for extraordinary cases, this to be decided by the arbitrators.
- Article 6
1. If it appears in the course of an arbitration, which was not claimed as a result of a dispute about quality, that the dispute is (partly) about quality, the arbitrators shall, if the dispute

about quality can still be dealt with in view of the time limits as referred to in Articles 49-51 of the Conditions, notify the Association thereof, while stating the question or questions in respect of which the experts' report is required, if applicable. The Association shall notify the experts under whose category the dispute falls thereof forthwith and the experts shall subsequently act as provided in Articles 4 and 5 of the Arbitration Rules.

2. In this case the arbitration shall be suspended until the arbitrators have received the experts' report from the Association. In the event of a dispute which is about quality only, the provisions of paragraph 4 of Article 5 shall also apply.

Arbitral proceedings

Article 7

1. The place of arbitration shall be Rotterdam (the Netherlands).
2. In case of a quality dispute the parties shall be notified by registered letter at least two days in advance by or on behalf of the arbitrators of the place and the time of the hearing to be held by the arbitrators for dealing with the dispute, which letter shall also state the names of the arbitrators. In all other cases this term shall be at least two weeks. The arbitrators may stipulate, whether or not at the request of one of the parties, who shall state the reasons for this request, that the parties present their case in advance in writing; they may also suspend the proceeding in respect of the dispute for this purpose.
3. In case of an arbitration under Article 48 of the Conditions of the Dutch Trade in Grain and Feed Materials (CNGD) the parties may claim arbitration provisionally in order to obviate the applicable timebar.
In that case, the parties must submit their concrete claim and supporting documents within a period of one (1) year after their application for arbitration, which period can be extended once by one (1) year by, before the expiry of that period, renewing the claim for arbitration by notice in writing.
4. The oldest arbitrator shall act as the chairman, with the right of having himself replaced in that capacity by either of the two other arbitrators.
5. The hearings shall be attended by a legal expert to be nominated for that purpose by the Board of the Association. This legal expert shall act as the registrar and shall be charged with drafting the awards of the arbitrators in accordance with their instructions.
6. The arbitrators may, if necessary, hold several hearings, which they shall notify to the parties or their representatives in writing or orally. They may order the parties to bring or call witnesses and may also call witnesses themselves.

Article 8

1. The parties may appear at the hearing in person or represented by their representatives, where the parties shall, subject to the provisions of paragraph 2 of Article 7, deliver and explain their statement of claim or defence orally. The statement of claim may be altered during the hearing.
2. The parties shall be under the obligation to provide the arbitrators with all the information and data required by them for the arbitration as well as to appear in person if so requested by the arbitrators and to comply with any of their instructions given in writing or orally. If a party fails to comply with same, the arbitrators shall draw such conclusions as they may think fit when rendering their award.
3. If the claimant is not represented at the first hearing and has not by then notified the arbitrators of his statement of claim either, the arbitration shall be terminated by means of an arbitral award, unless the arbitrators should find that there are grounds for continuing the arbitration. If the respondent is not represented and has not notified the arbitrators of his defence either, the claim shall be allowed, unless the arbitrators consider the claim to

be unlawful or without grounds or consider that there are grounds for continuing the arbitration.

- Article 9
1. The respondent shall be entitled to submit a counter-claim against the claimant at the first hearing of the arbitrators, provided that this claim arises out of the same contract of sale as the original claim.
 2. If the counter-claim arises out of a different contract of sale, arbitration must be claimed separately in accordance with these Arbitration Rules, but when claiming this arbitration the party concerned may ask that the claim be dealt with by the arbitrators who will decide on the original claim.
 3. In both cases the arbitrators shall decide whether the counter-claim will be decided on simultaneously with the original claim or whether it should be dealt with separately, all this without prejudice to Articles 49 to 53 inclusive of the Conditions.

Article 10 The consolidation of an arbitration under these Arbitration Rules, whether in whole or in part, with other arbitration proceedings within the meaning of Section 1046 of the Dutch Code of Civil Procedure shall be excluded.

Replacement of arbitrators and experts

- Article 11
1. If one or more of the arbitrators or experts nominated cannot or can no longer act as such, regardless of the reason for same, another arbitrator or expert shall be appointed by or on behalf of the Board of the Association at the request of the remaining arbitrator(s) or expert(s), and if none remain, on the Board's own motion, who shall take the place of the vacating arbitrator or expert, in accordance with the provisions of Article 2 and Article 3, et seq. respectively.
 2. If one or more of the arbitrators or experts are not fulfilling or are unable to fulfil their duties satisfactorily on a temporarily or permanent basis, this in the Board's judgment, the Board of the Association shall be authorised to appoint others to replace the arbitrator(s) or expert(s) concerned in the like manner.
 3. If an arbitrator or expert is replaced after the notice referred to in Article 7 paragraph 2 has already been sent, an amended notice shall be despatched to the parties by registered mail.
 4. If such notice could not be sent in time before the hearing of the arbitrators and if only one of the parties or neither of the parties is/are represented at the hearing, the replacement shall be notified to the party(parties) concerned by registered mail immediately after the hearing.
 5. If one or more arbitrators are replaced after the first hearing of the arbitrators the case shall be resumed right from the beginning in accordance with Articles 7, et seq. if both parties do not consent to the continuation of a proceeding which has already commenced.

Withdrawal from arbitration

- Article 12
1. A claimant may withdraw from arbitration either in writing as well as orally at the hearing of the arbitrators, subject to the following conditions.
 2. If a party withdraws from arbitration before the arbitrators or experts have commenced their work, the claimant shall pay to the Association the amount as this was most recently determined by the Board, together with a compensation for any costs which may already have been incurred.
 3. This amount shall be doubled if the arbitrators have already called parties or if the experts have already commenced their work. If the experts have already investigated

samples, the full fee of the experts in accordance with Article 19, as well as the compensation for the Association described in that article, shall be payable.

4. If a party withdraws from arbitration less than 24 hours before the time set by the arbitrators for dealing with the dispute, half of the full arbitration costs shall be payable by the claimant.
5. The latter shall also apply if an arbitration which has been postponed at the request of either of the parties is subsequently withdrawn.
6. If a party withdraws from arbitration during or after the first hearing, the arbitration costs shall be due in full. Withdrawal after a defence has been put up against the claim is permitted only if the other party declares, either at the hearing or in writing, that he consents to the withdrawal.
7. Exemption from payment of the above-mentioned amounts, either in full or in part, may be granted by or on behalf of the Board if special circumstances should justify this.

Award

Article 13

1. The arbitrators shall render their award *ex aequo et bono*.
2. The arbitrators shall decide by a majority of votes, without stating the points of view of the minority. They shall lay down their decision in the form of an award drawn up and signed by all arbitrators in duplicate, stating the reasons for their decision, save as provided in Section 1057, paragraph 3 of the Dutch Code of Civil Procedure. One copy shall be filed with the Clerk of the District Court in Rotterdam and the other copy shall be kept in the archives of the Association.
3. The Association shall send each of the parties a photocopy of the award, certified by the Association, by registered mail. If either of the parties is resident or domiciled abroad, the Association shall, if so requested and provided that the request can still be met, despatch a copy of the award signed by the arbitrators to the parties instead of or in addition to photocopies.

Appeal

- Article 14
1. Either party shall be entitled to appeal against the award rendered or the declaration by the arbitrators that they have no jurisdiction, as the case may be, by sending a written notice to the Association within 21 days from the date of despatch of the award to the parties. In addition, the anticipated amount of the costs - to be determined by the Board of the Association - shall be paid to the Association. If payment of the deposit has not been made after a written demand for payment within the period of time stated in the demand, the Board may consider the appeal cancelled.
 2. The other party shall be entitled to lodge a cross-appeal, even after the above-mentioned period has expired, but not later than at the first hearing of the Appeal Arbitrators. In this case the above-mentioned amount must, if so requested by the Appeal Arbitrators, be paid to the Association within the period stated in their request, on pain of nullity of the cross-appeal instituted, save for exceptional cases, this to be decided by the Board of Appeal Arbitrators.
 3. The appellant or his representative shall notify the other party in writing of the appeal simultaneously with the written notice of appeal.
 4. No appeal shall lie with regard to decisions on condition as such.
- Article 15
1. A claim lodged during the arbitration in the first instance may be amended on appeal if the Appeal Arbitrators judge that the interests of the other party will not, in fairness, be harmed as a result. Interest, rent, losses or expenses which have become payable or been incurred after the original claim was lodged may always be claimed. A new defence may be put up, provided that such a defence is not contrary to the position taken by the respondent during the arbitration in the first instance, and notwithstanding Article 17 paragraph 4.
 2. In the event of an appeal concerning compensation on account of a difference in quality, the Appeal Arbitrators may request the Board of the Association to appoint once again three (other) experts in accordance with Article 4 for the purpose of examining afresh the samples taken previously and preparing a report thereon in accordance with the provisions of Article 5.
 3. Articles 7 to 13 inclusive shall also apply to the appeal proceedings, on the understanding that in the cases referred to in Article 11 the nomination shall preferably be made from the other members of the Board of Appeal Arbitrators and the amounts stated in Article 12 shall be doubled.

Revocation; setting aside

- Article 16
1. If during setting aside proceedings against an appeal award rendered under these Arbitration Rules, the competent Court of Appeal allows the appeal arbitrators to nullify the ground for setting aside, the mandate of the appeal arbitrators revives at the moment referred to in paragraph 2 of this Article in the sense that the appeal arbitrators are considered to re-open the arbitral proceedings or to take such measures as the appeal arbitrators deem appropriate.
 2. The most designated party shall notify the Board of the Association as soon as possible of the decision of the competent Court of Appeal submitting a copy of such decision with copy to the other party. The Board of the Association shall send the notification together with the decision to the appeal arbitrators. The mandate of the appeal arbitrators revives at the day of receiving the notification.
 3. In case of a revocation the appeal arbitrators shall decide on the order of the proceedings, after having consulted the parties. The Articles 15 et seq shall only apply to the

revocation if and to the extent that the appeal arbitrators determine so. The Board of the Association is entitled to ask the most designated party for the payment of a further deposit for the fees of the appeal arbitrators and other costs, such in addition to what is provided in Article 50 of the Conditions and Article 17 et seq.

4. The appeal arbitrators shall give the parties the opportunity to be heard before they render a decision.
5. If the appeal arbitrators deem it possible to nullify the ground for setting aside, they shall render an arbitral award accordingly, which award shall replace the arbitral appeal award against which an application for setting aside has been made. Article 13 shall equally apply to this (revised) arbitral appeal award.

Arbitration costs

- Article 17
1. The arbitration costs shall in general be awarded against the party against whom the award is given. If the award is given partly against one party and partly against the other, the arbitrators may order the costs to be paid by the parties, each for 50%.
 2. If the losing party has offered an amount of money either before or at the first hearing of the arbitrators which is equal to or in excess of the aggregate of the amount awarded by the arbitrators and the amount payable for withdrawing from the arbitration under Article 12, the arbitration costs shall be awarded against the other party.
 3. In the event of an appeal the cost of both instances shall, ordinarily, be awarded against the losing party on appeal. The second sentence of paragraph 1 shall be applicable.
 4. If, however, the award rendered is set aside or revised partly as a result of the fact that one of the parties failed to adequately substantiate or defend his claim or defence in the first instance, the Appeal Arbitrators may award all or part of the appeal costs against this party. In exceptional cases the Appeal Arbitrators may, at their discretion, order that the appeal costs be borne by the Association.
- Article 18
1. The arbitrators shall estimate in their award the amount of the arbitration costs up to and including the time of filing the award with the Clerk of the Court. If the arbitrators judge that there are grounds for same, these costs may also include travelling and other costs necessarily incurred by the successful party as well as the cost of witnesses and calling witnesses, all this according to the arbitrators' estimate.
 2. Where arbitration costs are payable to the Association, the costs shall be recovered, insofar as possible, from the sum paid as a deposit by the claimant or appellant.
 3. The Association may demand that the sum paid as a deposit be supplemented during the arbitration.
- Article 19
1. The costs which are payable to the Association shall consist of:
 - a. the disbursements by the Association, arbitrators and experts relating to correspondence, the taking of samples, legal aid, filing the award, etc.;
 - b. the compensation for the Association as determined by the Board;
 - c. the fees of arbitrators and experts.
 2. The fees of arbitrators and experts shall be the fees as these were most recently fixed by the Board of the Association. The amounts thus fixed may, at the discretion of arbitrators or Appeal Arbitrators, as the case may be, be increased in special cases in consultation with the aforementioned Board.
- Article 20
- The Final Provisions which form part of the Conditions of the Dutch Trade in Grain and Feed Materials shall apply to these Arbitration Rules *mutatis mutandis*.

Final Provisions

- Article 1
1. Alterations in the present 'Conditions of the Dutch Trade in Grain and Feed Materials' and the 'Further Provisions' which form part thereof may be proposed only by the Board or by at least eight members of Koninklijke Vereniging Het Comité van Graanhandelaren.
 2. These proposals shall be dealt with at a meeting called for that purpose.
 3. Each and every alteration shall be notified and shall take effect on the day and in the manner stated in the notice of the alteration.
 4. The Dutch text shall be binding, even if a translation of the Conditions and Provisions referred to above is issued by or on behalf of Koninklijke Vereniging Het Comité van Graanhandelaren.

Article 2

The 'Conditions of the Dutch Trade in Grain and Feed Materials' have come into being by combining the 'Conditions of the Rotterdam Grain Exchange', the 'Conditions of the Rotterdam Grain Exchange for Feedingstuffs', the 'Conditions of the Rotterdam Grain Exchange for Animal Proteins' and the 'Conditions of Vereniging Amsterdamse Graanhandel' as well as the 'Further Provisions' and 'Final Provisions' which form part thereof.

The 'Conditions of the Rotterdam Grain Exchange' were adopted for the first time at the meeting of Het Comité held in Rotterdam on 28, 29 and 30 October 1919 (CRG*), 28 May 1962 (CRG Feedingstuffs) and 16 December 1963 (CRG Animal Proteins) and revised and/or added to at the meetings held on 7 June 1922 (CRG), 20 December 1946 (CRG), 29 December 1949 (CRG), 22 December 1953 (CRG), 11 and 13 December 1957 (CRG), 25 February 1958 (CRG), 19 March 1962 (CRG), 14 December 1964 (CRG and CRG Animal Proteins), 13 December 1965 (CRG and CRG Feedingstuffs) 28 March 1966 (CRG), 20 March 1967 (CRG), 20 December 1971, 8 May 1972, 18 December 1972, 13 December 1974, 17 December 1976, 16 December 1977 (CRG), 14 December 1979 (CRG Feedingstuffs and CRG Animal Proteins), 1 July 1985, 7 December 1987, 26 June 1989, 25 June 1990 and 29 June 1992.

The 'Conditions of Vereniging Amsterdamse Graanhandel' as well as the incidental 'Further Provisions' and 'Final Provisions' originally came into effect on 1 April 1928 and were altered and/or added to at the meetings of 5 October 1934, 30 December 1936, 2 July 1951, 27 January 1964, 27 January 1969, 29 January 1973, 7 February 1983 and 15 April 1988.

Article 3

The 'Conditions of the Dutch Trade in Grain and Feed Materials' have been filed with the Clerk of the District Court of Rotterdam.

Thus adopted for the first time at the meeting of 'Vereniging Amsterdamse Graanhandel' in Amsterdam on 29 April 1994 and 'Koninklijke Vereniging Het Comité van Graanhandelaren' in Rotterdam on 28 June 1994 and altered and/or added to at the meeting of 'Koninklijke Vereniging Het Comité van Graanhandelaren' in Rotterdam on 6 December 1994 and the members of 'Vereniging Amsterdamse Graanhandel' (vote held in writing) on 21 December 1994 and altered and/or added on 29 June 1998, 28 June 1999, 26 June 2000, 19 May 2003, 12 June 2006, 8 June 2009, 16 April 2012, 29 November 2019 and 2 December 2021.

Article 4

Neither "Het Comité" (The Committee), its board members and personnel, the arbitrators and the secretary nor any other individuals involved in the matter by (any

of) these shall be liable under contract or extra-contractual for possible damages by any act or omission by that individual or any other individual or due to use of any aids in or involving arbitration, unless mandatory Dutch law precludes exoneration. Neither “Het Comité”, its board members nor its personnel shall be liable for payment of any sum that is not covered by the deposit.

* CRG is the Dutch abbreviation of "Condiëtiën van de Rotterdamsche Graanbeurs"

**KONINKLIJKE VERENIGING
HET COMITE VAN GRAANHANDELAREN
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**Contents
of the Conditions
of the Dutch Trade in
Grain and Feed Materials***

I. Contract Note

Art. 1/Page 3	Confirmation of the contract (period)
Art. 2/Page 3	Transactions concluded through broker; right to duplicate contract note (direct confirmation); consequences when contract note is not received after having been requested; right to refuse a party as contracting party
Art. 3/Page 4	Transaction concluded without a broker; confirmation of contract note
Art. 4/Page 4	Approval of contract note

II. Delivery and Receipt

A. General Conditions

Art. 5/Page 4	Election of domicile (with superintendent)
Art. 6/Page 4-5	Obligations upon delivery; requesting cargo space and providing cargo space
Art. 7/Page 5	Arranging for cargo space by the seller at the buyer's request
Art. 8/Page 5	Order of loading after cargo space has been provided in time
Art. 9/Page 5-6	Consequences of buyer's failure to provide cargo space
Art. 10/Page 6	Goods received in bags
Art. 11/Page 6	Delivery by instalments
Art. 12/Page 6	Place of delivery (f.o.b., free on railway wagon, free on lorry/roadtruck, c.i.f., freight paid, franco, loaded or stored goods)
Art. 13/Page 6	Condition of goods being sound, whether or not included in contract note; right to reject
Art. 14/Page 6-7	Sold as being sound but (partly) damaged on delivery
Art. 15/Page 7	Sale by sample; binding force of a sample
Art. 16/Page 7	Rights of seller on rejection

B. Spot Goods

Art. 17/Page 7-8	Mutual rights and obligations with regard to delivery and receipt of spot goods (periods)
Art. 18/Page 8	Quality; right to allowances
Art. 19/Page 8	Commencement of rent of lighter or barge if sold in lighter/barge

C. Contracts for forward delivery

Art. 20/Page 8	Mutual rights and obligations regarding contracts for forward delivery
Art. 21/Page 8	Quality
Art. 22/Page 8-9	Receipt from different storage spaces; extra costs
Art. 23/Page 9	Rules for receiving from ocean-going vessel, inland barge and lighter, store, silo, warehouse or storage space and with regard to c.i.f. or freight paid delivery from a vessel that has already been loaded

D. Contracts for shipment

Art. 24/Page 9	Mutual rights and obligations with regard to contracts for shipment
Art. 25/Page 9	Delivery by instalments; certificates (issued in country of shipment)
Art. 26/Page 10	Quality superior to agreed quality
Art. 27/Page 10	(cancelled)
Art. 28/Page 10	Consequences of failure to give notice of appropriation; no or only partial delivery after appropriation; shortage
Art. 29/Page 10	Shipwreck and general average; appropriation in unseaworthy vessel
Art. 30/Page 10	Delivery from appropriated vessel; possibility of as yet shipping to/delivering at port of destination goods discharged elsewhere

E. Contracts for arrival

Art. 24a/Page 11	Mutual rights and obligations with regard to appropriations in the event of contracts for arrival
Art. 25a/Page 11	Delivery by instalments; certificates (issued in country of shipment)
Art. 26a/Page 11	Quality superior to agreed quality
Art. 27a/Page 11	(cancelled)

Art. 28a/Page 12	Consequences of failure to give notice of appropriation; no or only partial delivery after appropriation; shortage
Art. 29a/Page 12	Shipwreck and general average; appropriation in un-seaworthy vessel
Art. 30a/Page 12	Delivery from appropriated vessel; possibility of as yet shipping to/delivering at port of destination goods discharged elsewhere

III. Weight and quality

Art. 31/Page 12	Proof of weight delivered; appointment of the institutions for sworn weighing and measuring
Art. 32a/Page 13	Ascertaining the natural weight; scale of allowances for deficiency in natural weight; further provisions with regard to natural weight
Art. 32b/Page 13-14	Admixture
Art. 32c/Page 14	Moisture content
Art. 32d/Page 14	Allowance in the event of too low a protein and fat content; scale of settlement; rejection; return of goods in connection with too high a sand/silica and ricinus-seed husks content; scale of settlement
Art. 32e/Page 14-15	Protein content below warranted percentage; maximum fat, moisture, sand/silica or salt content
Art. 32f/Page 15	Price based on a certain amount per percent protein, 'about' not to be taken into consideration
Art. 33/Page 15-16	Taking samples for analysis; first and second analysis
Art. 34/Page 16	Analysis in connection; analysis on shipment; plant analysis

IV. Undesirable substances and products

Art. 35/Page 17	Rejection of goods when maximum percentages of undesirable substances and products have been exceeded; analysis procedure; replacement delivery; compensation for costs incurred in vain
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V. Payment

Art. 36/Page 17-18	Obligation to pay and right to interest when payment is not made in time; reservation of ownership
Art. 37-38/Page 18	Payment prior to delivery of the goods on the basis of a provisional invoice (deposit)

VI. Miscellaneous

Art. 39/Page 19	Force Majeure
Art. 40/Page 20	Suspension of payments etc.; rescission of contract; settlement
Art. 41/Page 20	Bankruptcy; broker's commission
Art. 42/Page 20	Insurance in case of goods transported other than by sea; condition regarding carriage of the goods; goods customs cleared; levies and taxes
Art. 43/Page 20	Description of the term 'days'
Art. 44/Page 20	Applicable law
Art 45/ Page 20-21	In connection
Art 46/ Page 21	Fumigation clause

VII. Disputes

Art. 47/Page 21	Arbitration clause; brokers becoming a party to arbitration
Art. 48/Page 21-22	Period during which arbitration may be claimed (in so far as not provided for in Articles 47, 48 and 49). Notice of arbitration claim to other party
Art. 49/Page 22	Rejection of goods tendered (quality and/or condition); period of time within which arbitration must be claimed. Seller's obligation to demand that goods are received
Art. 50/Page 22	Obligation to receive even though the buyer considers complaints may be made in respect of the goods delivered. Arbitration claim by buyer (period). Taking of samples; right of rejection
Art. 51/Page 22-23	Explanation of Art. 48 (period within which arbitration must be claimed) together with the rules applying in a number of exceptional cases
Art. 52/Page 23	Arbitration claim and the obligation to pay a deposit to cover the anticipated costs of arbitration
Art. 53/Page 23	Consequences of non-compliance with an award made by arbitrators

Further provisions

Page 24-25-26

Optional Clauses

Page 27

Arbitration Rules

Page 28-36

Arbitration Committee

Art. 1-2-3/Page 28-29

Committee of Experts

Art. 1-2-3/Page 28-29

Disputes about quality and/or condition	Art. 4-5-6/Page 29-30
Arbitral proceedings	Art. 7-8-9/Page 30-31
Consolidation of arbitrations	Art. 10/Page 31
Replacement of arbitrators and experts	Art. 11/Page 31
Withdrawal from arbitration	Art. 12/Page 31-32
Award	Art. 13/Page 32
Appeal	Art. 14-15-16/Page 33-34
Arbitration costs	Art. 17-18-19/Page 34
Applicability of the final provisions	Art. 20/Page 34
Final provisions	Page 35-36

* No reference can be made to this list of contents for interpretation purposes.