



## SUMMARY

### STORAGE AND HANDLING TARIFFS FOR WHEAT 2017/2018 (AND FEED GRADE BARLEY WHERE APPLICABLE)

		Handling/ton	Storage/ton
1.	<b>Storage options and tariffs</b> <b>01 October 2017 – 30 September 2018</b>		
1.1	General storage	R51.44 (Excl VAT) R58.64 (Incl VAT)	R0.94 (Excl VAT) R1.07 (Incl VAT)
1.2	Season tariff	R51.44 (Excl VAT) R58.64 (Incl VAT)	R96.82 (Excl VAT) R110.07 (Incl VAT)
2.	Deferred storage		Client has until 31 March 2018 to select a storage option
3.	Carry-over stock <b>1 Oct. 2017</b>		R0.94 (Excl VAT) R1.07 (Incl VAT) Up to a maximum of R96.82 (Excl VAT) R110.37 (Incl VAT)
4.	Sundry Tariffs R/ton <b>01/05/2017 until 31/03/2018</b> Weighing  Bagging costs (bags excluded) (Quantities less than 10 tons)		R3.75 (excl VAT) R4.28 (incl VAT) with minimum of R48.62 (excl VAT) R53.43 (incl VAT)  R98.30 (Excl VAT) R112.06 (Incl VAT)
5.	Admin tariffs 01/05/2017 to 31/03/2018		
	- Facilitation		R5.18 / tons up to and including 50 000 tons (Excl VAT) R5.91 (Incl VAT) R4.14 / ton >50 000 tons to 75 000 tons (Excl VAT) R4.72 (Incl VAT) R3.50 / ton > 75 000 tons to 100 000 (Excl VAT) R3.99 / ton (Incl VAT) R2.85 / ton > 100 000 tons (Excl VAT) R3.25 / ton (Incl VAT)
	- Change of instructions		R3.40 (excl VAT) R3.88 (Incl VAT / R64.75 (excl VAT.) R73.82 (Incl VAT) per ton maximum per transaction??
	- Grain transfers / consolidation		R4.77 (excl VAT) R5.44 (Incl VAT / R83.57 (excl VAT) R95.27 (Incl VAT) per ton maximum per transaction??
	- Certificate conversion to other tariff options		R2.95 (excl VAT) R3.36 (Incl VAT / R64.75 (excl VAT) R73.82 (Incl VAT) per ton. Maximum R885.00 (excl VAT) R 1008.90 (Incl VAT) per transaction
	- Certificate - cost of issuing		R2.95 (excl VAT) R3.36 (Incl VAT per ton / Minimum R64.75 (excl VAT) R73.82 (Incl VAT) per transaction
* <b>Clients must familiarise themselves with the tariffs and rules as set out in this circular.</b>			



## **INFORMATION CIRCULAR AND TARIFF NOTICE**

### **KLERKSDORP**

### **INFORMATION CIRCULAR TO CLIENTS AND OPERATIONAL PERSONNEL**

### **2017/2018 STORAGE AND HANDLING TARIFFS FOR WHEAT**

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## NOTICE

Senwes Limited (Senwes) hereby gives notice of the storage options and tariffs which will apply for the 2017/2018 season in respect of wheat and, where applicable, in respect of feed grade barley. It will be applicable in respect of domestic winter grain. Imported winter grain will be dealt with on a separate contract basis and this storage and handling tariffs will not apply in respect thereof.

This information circular and notice, read in conjunction with the standard storage conditions of Senwes (available at silos), form the total agreement in terms of which you will make use of the storage facilities. Should any terms and conditions contained herein contradict the standard terms applicable to the storage of products, the provisions of this notice shall prevail. Any options selected in terms hereof shall only apply in respect of the applicable season.

In agriculture, as you know, labour, electricity, diesel, maintenance and security cost components annually increase more than inflation.

\* Statutory levies will be charged as required in terms of legislation.

### **PLEASE NOTE: VAT IS PAYABLE ON ALL TARIFFS**

#### **1. STORAGE OPTIONS AND TARIFFS**

##### **1.1. General day storage:**

These are the standard storage tariffs which will apply should you not select any of the other storage options.

- 1.1.1. Handling tariffs per ton for receiving and out loading are as follows:

<b>Product</b>	<b>Date</b>	<b>Rand / Ton</b>
Wheat & Feed grade barley	1 Oct. 2017 – 30 Sept. 2018	R51.44 (Excl VAT) R58.64 (Incl VAT)

- 1.1.2 Day storage tariff. Tariff per ton per day is as follows:

- a. Wheat and feed grade barley

<b>Period</b>	<b>Rand/ Ton / day</b>
1 Oct. 2017 to 30 Sept. 2018	R0.94 (Excl VAT) R1.07 (Incl VAT)

##### **1.2 Season tariff**

- 1.2.1 Clients making use of this option shall be obliged to pay a single amount in advance for all storage costs relating to a specified tonnage which shall represent the total costs of handling and storage specified tonnage for the period 1 October 2017 to 30 September 2018.

- 1.2.2 This season tariff option is subject to the following additional conditions:

- 1.2.2.1. The Client must expressly select this option in writing at the silo or at Senwes' head office in order to make use of this

option and payment of the single amount shall be effected within 30 days of date of monthly statement.

- 1.2.2.2 The tariff for the 2017/2018 season, including the handling costs of R51, 44 per ton (excl VAT) R58, 64 (incl VAT), storage amounts to R96, 82 per ton (excl VAT), R110, 37 (incl VAT).
  - 1.2.2.4 Should the Client select this option, it will not be transferable to any other party.
  - 1.2.2.5 Should stock be transferred from a buyer's folio to the buyer's financing folio, the rights will be transferable. When stock is transferred from a day tariff to a season tariff, both tariffs will apply as stipulated in the tariff document.
  - 1.2.2.6 Should the Client sell or outload a portion of or the total quantity of the grain stored in terms of this option, prior to the expiry of the period involved, the Client will not be credited for the unexpired period.
- 1.2.3 This option shall apply for grain held on a stock account only. Should a Client holding grain by virtue of a silo certificate (Safex or Senwes) make use of the option, the silo certificate will have to be cancelled and the grain tonnage will be placed on a stock account. The administrative costs for the transfer will amount to R2.95 (excl VAT), R3, 36 (incl VAT) per ton, subject to a minimum amount of R64,75 (excl VAT) R73,82 (incl VAT) per transaction, and a maximum of R885, 00 (excl VAT) and R1 008, 90 (incl VAT).
- 1.2.4 Senwes reserves the right to change the silos where the option is applicable at any time, which decision shall be taken based on business considerations at the discretion of Senwes.

### 1.3 Senwes **silo certificates (Wheat only)**

- 1.3.1 The Senwes general storage tariffs as described in paragraph 1.1 are automatically charged by the system from the date upon which the silo certificate is issued until the date upon which the certificate is tendered at Senwes.
- 1.3.1 When a Senwes silo certificate is issued, the accumulated silo costs in accordance with the silo cost option which applied until such date must be paid immediately, prior to such a certificate being issued.
- 1.3.2 The Client is entitled to, in collaboration with Senwes, convert the certificate tendered to Client storage and to change the storage option to another appropriate tariff option. The administrative costs for such a conversion will amount to R2.95 (excl VAT), R3, 36 (incl VAT) per ton, subject to a minimum amount of R64,75, (excl VAT) R73, 38 (incl VAT) per transaction and a maximum of R885, 00 (excl VAT) and R1 008, 90 (incl VAT).
- 1.3.3 No grain will be out loaded until all accumulated costs have been paid.

## **1.4 Safex storage tariff (Wheat only)**

The tariff applicable to this option shall apply in respect of all grain held in terms of a Safex silo certificate, subject to the following additional terms and conditions:

- 1.4.1 The Safex tariff as published by the JSE is automatically levied by the system from the date upon which the silo certificate is issued until the date upon which the certificate is tendered at Senwes.
- 1.4.2 When a Safex silo certificate is issued, the accumulated silo costs relating to the silo cost option which applied until such date shall be paid immediately, before such a certificate will be issued.
- 1.4.3 Should an application be lodged for a Safex silo certificate to be issued, the accumulated silo costs, in accordance with the silo cost option which applied until the relevant date, must be paid before the certificate will be issued.
- 1.4.4 The Client shall be entitled to, in collaboration with Senwes, convert the Safex silo certificate to Client storage and to change his storage option to another appropriate tariff option at any time. The administrative costs for such a conversion will amount to R2.95 (Excl VAT), R3.36 (Incl VAT) per ton, subject to a minimum amount of R64.75 (Excl VAT) and R73.82 (Incl VAT) per transaction and a maximum of R885.00 (Excl VAT) and R1008.90 (Incl VAT).
- 1.4.5 No grain shall be out loaded before payment of all outstanding accumulated costs.

## **2. DEFERRED STORAGE (First delivery only)**

- 2.1. Clients have until 31 March 2018 to select a storage option. During the period until 31 March 2018 the debiting of handling and storage costs will be deferred, unless determined differently by the provisions of a specific option.
- 2.2. **Sales on or before: 31 March 2018**  
  
Should grain delivered in terms of the deferred storage option be sold on or before 31 March 2018, the handling and accumulated storage costs as at date of the transaction shall be calculated by Senwes and shall be payable before grain will be out loaded or before a Safex/silo certificate (if requested by the Client) will be issued and tendered.
- 2.3. **Sales after 31 March 2018**
  - 2.3.1. Should grain delivered in terms of the deferred storage option be sold after 31 March 2018 and after invoicing has taken place, the debited costs as at date of the transaction shall be paid by the Client before such grain will be outloaded or before a Safex/silo certificate (if requested by the Client) will be issued and tendered.
- 2.4 **Should the Client neglect to select a storage option before 31 March 2018, the season tariff shall automatically apply. Payment must then be made within 30 days of date of statement.**

3. **CARRY-OVER STOCK (Wheat only)**

3.1	<b>Product</b>	<b>Date of transfer</b>
	Wheat	1 Oct 2017

The tariff applicable to all grain stock carried over from the season in which it was delivered and stored in Senwes' silos on the above carry-over date, shall be the day storage tariff as described in paragraph 1.1.

3.2 Day tariffs will be recovered monthly until the date of out loading or until the level of R96, 82 per ton is reached, whichever may occur first.

4. **RECEIPTS**

4.1 **Surplus moisture (in excess of 13%)**

The delivered grain mass shall be decreased to the following moisture percentages upon delivery, by using the moisture formula:

Product	Moisture content dry
Wheat/barley	12.5%

4.2 **Wheat will be received at the following silos:**

Allanridge	✓Hartswater	Mooigelee	Van Tonder
Arlington	Heilbron	Oberholzer	Ventersdorp
Bloemfontein	Henneman	Odendaalsrus	Vierfontein
Bothaville	Heuningspruit	Petrusburg	Viljoenskroon
Brandfort	Hoogte	Protespan	Welgelee
Buckingham	✓Jan Kempdorp	Raathsvlei	Wesselsbron
Bultfontein	Koppies	Rooiwal	Willemsrus
De Brug	Kroonstad	Steynsrus	Winburg
Geneva	Losdoorns	Theunissen	Wolwehoek
Hartbeesfontein	✓Magogong	Tierfontein	Potchefstroom

- ✓Feed grade barley intake points
- Producers must ensure that the silo at which they wish to deliver wheat is a registered SAFEX silo.

5. **GRAIN COST ACCOUNTS (ACCOUNT 400)**

5.1 All costs are payable within 30 days of monthly statement or as agreed with Senwes in writing. Should the Client fail to effect timeous payment, interest, calculated daily and compounded monthly, shall be charged in respect of the outstanding amounts at a rate equal to the applicable Absa prime lending rate.

5.2 The withdrawal and transfer of grain from Client storage shall only be allowed and silo and Safex certificates shall only be issued once the account is paid in full. However, Senwes may allow such withdrawal or issue certificates at its discretion

should sufficient grain remain in stock to serve as security (lien) for Senwes' outstanding account.

- 5.3 Sundry costs such as levies, drying and cleaning costs, etcetera shall also be debited against Account 400.

**6. WHEAT DRYING AND CLEANING TARIFFS (Wheat only)**

- 6.1 The moisture percentages of grain are determined by means of an industry acceptable standard hydrometer, calibrated in accordance with the procedures and prescriptions of the manufacturer.

- 6.2 Grain which will not be dried artificially will be taken in should the following moisture percentages not be exceeded:

Product	Moisture content dry
Wheat	13%

- 6.3. Senwes is prepared to accept grain with higher moisture content at silos where drying facilities are available from time to time, at its discretion. The grain can then be dried at the cost of the Client, subject to the appropriate mass adjustment for surplus moisture. More information regarding the availability and requirements in respect of the drying facilities is available at the silo.

6.3.1 After due consideration Senwes decided not to charge drying costs in respect of wheat with a moisture content of up to 16%, where capacity and aeration facilities are available. Should aeration capacity not be available and should the wheat have to be dried, normal drying tariffs will apply. Contact your silo manager for further information.

6.3.2 The drying tariffs applicable are as follows:

**Wheat with effect from 1 Oct 2017**

PERCENTAGE MOISTURE	TARIFF / RAND PER TON	
	EXCL VAT	INCL VAT
13,1 - 15,0	43.08	49.11
15,1 - 16,0	83.18	94.83
* 16,1 - 17,0	127.64	145.51
* 17,1 - 18,0	173.54	197.84

\* In exceptional cases only and at the discretion of the silo manager

**All wheat with a moisture percentage of more than 13.0% to be dried, may only be withdrawn 15 working days after delivery, should dry wheat be available.**

**6.5 REMOVAL OF HARMFUL SEEDS**

- 6.5.1. Can only be delivered where equipment is available and where the limits, as described in paragraph 6.5.2, are not exceeded. Comprehensive information regarding the availability and requirements in respect of the removal of harmful

seeds is available at the silo. The removal of harmful seeds will be done at the discretion of the silo manager, should facilities be available.

## 6.5.2 Tariffs

Harmful seeds	Limits	Tariff (Rand per Ton)	
		Excl VAT	Incl VAT
Datura, Crotalaria (wild lucerne), Argemone mexicana (Mexican poppy), Argemone sp (burweed)	2 –20 per 1000g	176.00	200.64
	21 – 30 per 1 000g	291.50	332.31
Wild oats	Max 10%	291.50	332.31

## 7. SUNDRY TARIFFS

Sundry services are regarded as being supportive to Senwes' grain services and are offered where equipment is available and not occupied. The tariffs for the use of sundry services facilities will be as follows, and will apply from 1 May 2017 to 30 April 2018:

### 7.1 Mass measurement (Excl VAT)

- 7.1.1. Clients wishing to determine the mass of a consignment not to be offloaded will pay R3.75 per ton (Excl VAT) R4.28 (Incl VAT) on the total mass of the consignment, for the use of the scale, with a minimum cost of R48.62 per consignment (Excl VAT) R53.43 (Incl VAT).
- 7.1.2. Clients and private organisations without Client numbers must pay for the service in cash.
- 7.1.3 Senwes does not accept any legal liability for the accuracy of the mass of such goods being weighed.
- 7.1.4. Senwes shall not grade a consignment of grain being weighed but not delivered to the silo.

### 7.2 Bagging costs

Bagging costs shall amount to R98,30 (Excl VAT), R112,06 (Incl VAT) per ton should less than 10 tons be bagged. Clients must provide their own bags. Should bagging of more than 10 tons be required, please contact the Silo Operations Manager.

## 8. Railing / out loading of grain

- 8.1 Any Client wishing to outload grain must give **at least 10 working days**' notice of his intention to withdraw grain. No grain may be out loaded without the permission of Grainlink Silo Operations.
- 8.2 Wheat which does not comply with the original grade upon delivery to the registered owner will be adjusted by means of up or downgrading. Should a lower grade be delivered to the registered owner, an adjusted payment will be made to the registered owner, while the registered owner will, in turn, make an adjusted



payment to Senwes should higher grade wheat be delivered to him when he withdraws wheat.

- 8.3 The adjusted payment between the registered owner and Senwes on the day of withdrawal will be calculated on the basis of the price difference, with grade B1 as general basis. (The JSE tariff is used as basis).

## 9. **REMOVAL OF FOREIGN MATERIALS AND IMPURITIES**

Senwes shall not charge any costs for the removal of foreign materials and impurities this year. Mass adjustments as per the grading provisions will be done.

Since the handling of wheat is done on a clean basis, deductions shall remain the property of Senwes.

## 10. **ADMINISTRATIVE TARIFFS**

### **GLOSSARY**

“**Facilitation**” means where Senwes deals with the administration of the contract on behalf of the buyer of the grain.

“**Stock transfer**” is when the stock of one person/Client is transferred to a third party.

“**Standard delivery information**” contains, inter alia, information such as the date of delivery, type of grain, vehicle registration number and net mass.

“**Railing**” is any form of transport by which the product is transported from one location to another.

“**Buyers**” are individuals and/or entities buying grain.

“**Producers**” are individuals and/or entities producing grain produce.

### **10.1 Direct receipts/deliveries at silo’s for buyers from other producers**

The above can be dealt with in two ways, namely facilitation or direct deliveries on folio numbers.

#### **10.1.1 DIRECT RECEIPTS**

The transaction will involve the following:

- Before grain is delivered at the silo, the Client who wants the grain delivered on his folio number must contact head office to ensure that a folio number is available for the delivery of the grain. A folio number will start with the numbers “52\*\*\*\*\*” or “4\*\*\*\*\*”.
- Should a folio number not be available, a number will have to be allocated by Senwes Grainlink Producer accounts after receipt of all appropriate signed documentation and application forms. Contact your grain procurer or silo manager.
- The Client, as referred to in the letter referred to above, will pay a handling tariff per ton, which tariff will, inter alia, make provision for limited delivery

information being made available to the Client on request.

## 10.1.2 FACILITATIONS

### **Administrative costs are set out below:**

- Announced tariff of R5.18/ton (Excl VAT) R5.91/ton (Incl VAT) up to and including 50 000 tons
- 50 001 tons to 75 000 tons R4.14/ton (Excl VAT) R4.72/ton (Incl VAT)
- 75 001 tons to 100 000 tons R3.50/ton (Excl VAT) R3.99/ton (Incl VAT)
- 100 001 tons plus R2.85/ton (Excl VAT) R3.25/ton (Incl VAT)
  
- The buyer is entitled to information regarding stock received, orders, railing and balances.
  
- Facilitation transactions will be done as follows:
  
- Senwes opens a purchase agreement which enables the producer to deliver to the silo.
  
- This purchase contract is linked to a sales contract opened in the buyer's name.
  
- As soon as deliveries take place, the producer nominates the contract in terms of which deliveries should take place. Should the producer indicate that delivery is to take place on the facilitation contract, the stock will move from the purchase contract to the sales contract.

### **NEW FACILITATIONS IN RESPECT OF DEFERRED STORAGE**

- Senwes has decided to make a new option available to buyers to execute facilitation contracts. This option will enable the buyer to receive the grain on deferred storage.
  
- The same procedures as in the past will be followed, but the difference will be that the buyer can decide when the grain should be converted to day or year storage – refer to point 2.
  
- When grain is to be out loaded, Senwes must be advised in writing to ensure that the grain is placed on the correct folio number and to issue the correct instructions.
  
- The buyer can personally check deliveries on “My Senwes“ on a daily basis.
  
- Drying and cleaning costs are debited against the buyer.
  
- The buyer's contract will be opened on his delivery number, namely the number which starts with “52\*\*\*\*“ or 4\*\*\*\*.
  
- As soon as grain is out loaded by rail/road, the stock will be transferred to the “53\*\*\*\*“ number.

- Day storage, handling, silo and administration costs are for the account of the buyer.
- Please note that the invoice for the admin costs will only be given to the buyer at the end of the contract, the reason being to first determine the actual tonnes delivered.
- Senwes is not liable for any damage in cases where the producer decides not to deliver his grain on a facilitation contract.
- Senwes is not the agent or representative of the Client.

**Should you be interested in a facilitation transaction, the following information will be required by Senwes:**

- Silo where delivery will take place;
- Type of grain to be delivered, e.g. wheat;
- Producer's name and delivery number;
- Tonnage to be delivered.

**10.1.3 STOCK BALANCES AND DISPATCH INFORMATION IN RESPECT OF SILO CERTIFICATES/STOCK TRANSFERS FROM ONE CLIENT TO ANOTHER**

- Detail information regarding stock balances and/or dispatches will be available once a month, upon request.

**10.1.4 STOCK TRANSFERS AND CONSOLIDATION OF STOCK**

- Should a small quantity of the buyer's stock remain on a contract, Senwes may consider the repurchasing of such stock at an agreed price.
- Transfer costs in respect of stock from one Client to another will amount to R4.77 (Excl VAT), R5.44 (Incl VAT) per ton, subject to a minimum of R83.57 (Excl VAT), R95.27 (Incl VAT) per transaction and a maximum of R885.00 (Excl VAT) R1008.90 (Incl VAT) per transaction. The contract number, buyer code, tonnage and silo must accompany such a request. Both parties must grant permission for such a transfer and the person accepting responsibility for the transfer costs must be indicated. Documentation for this purpose is available at your nearest silo.
- Stock balances and/or dispatch information are available as described in point 10.1.3

**10.1.5 ELECTRONIC SILO CERTIFICATES**

- The costs of issuing an **electronic silo certificate** are as follows
  - R2.95 (Excl VAT), R3.36 (Incl VAT) per ton limited to a minimum of R64.75 (Excl VAT), R73.82 (Incl VAT) per silo certificate;
  - ESC transaction costs as determined by ESC from time to time.
  - Costs associated with Senwes Electronic Silo certificates:  
The producer/Client is responsible for normal silo costs in respect of storage and handling;

- Clients must register their unique pin number and password with ESC; Visit [www.silocert.co.za](http://www.silocert.co.za) for registration and further training.

#### 10.1.6 TRANSPORT ARRANGEMENTS

- Please note: Out loading will be done on a strict pre-booking basis. Should buyers not make the necessary booking or should the transport contractor not arrive at the booked time, the instruction involved will either not be dealt with or it will be dealt with after other existing bookings. Please ensure that your transporter is aware of this arrangement in order to avoid any inconvenience and additional costs.
- The following information is required when grain is out loaded and/or ordered:
  - Buyer code, contract number and silo where grain will be loaded;
  - Tonnage and grade;
  - Date of proposed out loading;
  - Particulars of transporter. Fax particulars of transporter (name of transporter, vehicle registration number and identity number of driver) to head office and relevant silo;
  - Rail transport: side-line number and Spoornet account number
  - Withdrawal document to be completed and submitted (Annexure 3).
- The above particulars must be faxed to Corné Olivier at (018) 462 2540 or you can contact her at (018) 464 7226. E-mail: [corne.olivier@senwes.co.za](mailto:corne.olivier@senwes.co.za).
- An out loading instruction number will be provided to you, after which the appropriate out loading arrangements for the product have to be made with the silo concerned.
- Should transport be done by rail, the pre-planning requirements of Spoornet have to be borne in mind.
- Loading arrangements must be made with the silo concerned at least 10 (ten) working days in advance. An out loading instruction number does not confirm that out loading will be done at the silo without the relevant prior arrangements with the silo in respect of the out loading which will include time of out loading and date thereof.
- No claims in respect of mass shortages will be considered when grain is loaded for road transport at silos.
- Should trucks be overloaded accidentally, the driver of the truck will be requested to offload a suitable mass. Senwes accepts no responsibility for any damage or losses should the truck driver refuse to adhere to the above request. No truck will be overloaded – only the legal carrying capacity of the truck will be loaded.
- Where silo certificates or stock transfers between Clients are involved, only the raling documentation which must accompany the truck or rail wagon will be provided.
- Should an instruction in respect of grain, not yet out loaded, be amended upon instruction of the Client, the amendments will be effected at no cost. Should grain have been out loaded already and an amendment is requested, the cost of implementing the amendment will amount to R3.40 / ton (Excl VAT), R3.88/ton (Incl VAT), with a minimum of R64.75 (Excl VAT) and R73.82 (Incl VAT).

## Navrae / Enquiries

### *Administrasie/Administration*

Zelda Nel • (018) 464 7682

[zelda.nel@senwes.co.za](mailto:zelda.nel@senwes.co.za)

### *Silosertifikate/Silo certificates*

Danie Seymore • (018) 464 7424

[danie.seymore@senwes.co.za](mailto:danie.seymore@senwes.co.za)

### *Versporing/Transport*

Corné Olivier • (018) 464 7226

[corne.olivier@senwes.co.za](mailto:corne.olivier@senwes.co.za)

## 11. **FOOD SAFETY: FOOD HYGIENE**

11.1. Trucks, tractors and trailers/wagons will be inspected during delivery to ensure that glass, oil, diesel, radiator water, pieces of metal; etcetera do not contaminate the grain. Tarpaulins used must also be clean and insect free.

11.2. The Client (producer or supplier) must also ensure and guarantee that:

- Grain is suitable for human and animal consumption;
- All chemical applications comply with the Fertilisers, Animal Feed, Agricultural Substances and Animal Remedies Act 36 of 1947, and the Agricultural Product Standards Act 119 of 1990 or any appropriate legislation and that comprehensive records are kept of any chemical applications in respect of the product delivered;
- The grain is not contaminated by any harmful toxins or poisonous substances which are dangerous or harmful for human and animal consumption.

11.3. **Client's chemical declaration**

Clients must make sure of the legal requirements in respect of chemical substances and must comply with the standards as set out therein. Clients shall be obliged to hand in a declaration of compliance before delivery at the **Senwes silo where they want to deliver grain**, in which they declare that, they:

- Complied with the requirements;
- Did not administer illegal substances and/or
- Incorrect dosages and/or
- Did not administer legal substances at incorrect times.

**Please see annexure 1 for the full wording.**

Should the Client neglect to complete the Chemical Declaration, it will be accepted that the Client guarantees that the requirements have been met. It is the duty of the Client to report any non-compliance with or deviation from the above to Senwes in writing.

11.4. Senwes shall, at any time and at its discretion, be entitled to investigate compliance with these requirements and to take samples for analysis. Senwes

retains the right to refuse consignments should there be any suspicion that regulations and/or legislation have not been complied with.

12. **BLENDING OF GRAIN**

Senwes stores grain of a similar type and quality in bulk in such a manner which leads to the blending of similar types and quality. Clients storing grain at Senwes can only insist for delivery of the same type and quality of grain as described in the appropriate grading regulation and may only withdraw or market grain of a similar quality. **Senwes reserves the right to deliver grain of a similar, lower or better quality.**

Clients who delivered grain may only insist on grain of the same type and grade of the grain described in the appropriate grading regulation, namely B1, B2, B3, B4 and utility grade grain.

13. **GRAIN DELIVERY INSTRUCTION**

- 13.1. No grain delivery will be accepted without a grain delivery instruction signed and completed by the Client.
- 13.2. Silo personnel may not sign a delivery instruction on behalf of the Client.
- 13.3. Clients may not indicate an offer to sell grain or submit requests in this regard on the grain delivery instruction and Senwes shall not take note thereof. Should Clients wish to sell their grain to Senwes, the grain procurers of Senwes would have to be contacted.
- 13.4. Clients may authorise persons in terms of the prescribed form to sign delivery instructions on their behalf.

Should you require any further information, kindly contact Graham Lottering, Operational Manager, at (018) 464-7625.



**MANAGER SILO OPERATIONS  
GB LOTTERING**

Familiarise yourself with the declaration on the reverse of the Grain Delivery Instruction.

<b>CHEMIESE VERKLARING / CHEMICAL DECLARATION</b>	<b>Bylae 1 / Annexure 1</b>
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Ek, die ondergetekende / I, the undersigned

Klantnommer /  
Client number

Voorletters en Van / Initials and  
surname:

ID-no/nr:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Naam van plaas / Name of farm:

Posadres / Postal address

wat van voorneme is om graan te lewer by die  
volgende Senwes silo's / Who intends delivering  
grain to the following Senwes silos:

neem hiermee kennis van die gebruik van chemiese middels en beperkings daarop op graan soos vervat in die Wet op Misstawwe, Veevoedsel, Landboumiddels en Veemiddels (*Wet 36 van 1947*) en enige ander tersaaklike wetgewing / hereby take note of the use of chemical substances and restrictions thereon for grain, as stipulated in the *Fertilisers, Animal Feeds, Agricultural Remedies and Animal Remedies Act, No. 36 of 1947*.

Ek is bewus van die feit dat / I am aware of the fact that

1.	wetlike vereistes neergelê is met betrekking tot die gebruik van sekere onkruidodders, insekdodders en verskeie ander landboukundige chemikalieë en die residu-vlakke van die relevante produkte wat in die produk teenwoordig mag wees en wat toegedien mag word. / <i>legal requirements have been set with regard to the use of certain herbicides, pesticides and various other agricultural chemicals and the residue levels of the relevant products which may be present in the delivered product, and which may be applied</i>
2.	ek verplig sal wees om voor lewering hierdie verklaring van nakoming by Senwes in te dien en ek verklaar dat ek die voorskrifte nagekom het en nie onwettige middels en/of foutiewe dosisse of wettige middels op verkeerde tye, toegedien het nie. / <i>I am obliged to submit this declaration of compliance to Senwes prior to delivery in which I declare that I have complied with the prescriptions and that I have not applied illegal remedies, and/or incorrect dosages or legal remedies at incorrect times.</i>
3.	Senwes te eniger tyd, volgens sy diskresie, geregtig sal wees om ondersoek te doen met betrekking tot die nakoming van hierdie vereistes en om monsters te neem vir ontleding. / <i>Senwes may, at any time at its discretion, be entitled to investigate compliance with these requirements and to take samples for analysis.</i>
4.	graan wat nie aan die vereistes voldoen nie, nie vir lewering aanvaar sal word nie en dat <i>force majeure</i> nie daarop van toepassing sal wees nie. / <i>Grain which does not comply with the requirements will not be accepted and that force majeure will not apply in respect thereof.</i>

SIGNED AT \_\_\_\_\_ ON \_\_\_\_ / \_\_\_\_ / \_\_\_\_ AT \_\_\_\_\_

**SUBJECT: PRODUCER CHEMICAL DECLARATION**

**PURPOSE**

Declaration by producer in respect of the safe use of chemical substances.

**EXTENT**

All grain.

**DEFINITIONS**

None.

**REFERENCES**

Annual circular regarding harvesting arrangements.

**RESPONSIBILITY AND AUTHORITY**

**Silo Manager**

Receives producer's undertaking in respect of chemical applications, controls the agricultural chemicals used and checks for any deviating chemical product.

**Intake operator**

Separate storage of contaminated product

**DOCUMENTS**

Circular letters regarding Summer and Winter Grain harvesting arrangements

**RECORDS**

Undertaking in respect of chemical applications.

Record in respect of chemical applications [passport] (for IP products only).

Inventory of producers who have already handed in their chemical declarations.

**INSTRUCTION**

Take note of chemical substances and limitations in respect thereof on grain to be delivered, as contained in the Agricultural Product Standards Act (1990)

I (Seller) am aware of the fact that:

1. It is placed on record that legal requirements have been set regarding the use of certain herbicides, pesticides, insecticides and various other agricultural chemicals and the application thereof.
2. The Seller must familiarise himself with the legal requirements and that he has to comply with the standards as set out therein.
3. The Seller shall be obliged to submit a statement of compliance to the Buyer before delivery in which he states that he has complied with the requirements and that he has not used illegal substances and/or applied incorrect dosages or applications of legal substances at incorrect times.
4. The Buyer shall, at any time and at his discretion, be entitled to launch an investigation into compliance with the requirements and to take samples for analysis.
5. Grain which does not meet the requirements shall not be accepted for delivery and force majeure shall not apply in respect thereof.



**GRAIN SPRAYED WITH THE INCORRECT TYPE OR DOSAGE OF CHEMICALS MAY BE DELIVERED TO THE SILO AND THE FOLLOWING PROCEDURES SHOULD BE FOLLOWED TO PREVENT FURTHER CONTAMINATION:**

1. Obtain the undertaking and records in respect of chemical applications from the producer delivering to your silos before harvesting commences and file the documents.
2. Smell the grain at the sample taking point, before it is taken in.
3. Should there be any deviations, take a sample and send it to the Grain Laboratory at Head Office in an air-tight container, for analysis.
4. Store the grain separately in a demarcated area of a store or bag the grain.
5. Store until the results of the analysis are made known by the Grain Laboratory and a recommendation is made.

**USE THE FOLLOWING PROCEDURES TO ADEQUATELY ADVISE PRODUCERS REGARDING CHEMICALS TO BE USED ON GRAIN:**

1. The Agricultural Product Standards Act (1990) has certain requirements regarding the application of certain herbicides, insecticides and various other agricultural chemicals and the residue levels of the relevant products which may be present in the product and which may be applied.
2. The list of registered substances is adjusted on a regular basis as new agricultural chemicals are registered for various applications and it is important for the farmer to stay abreast with any adjustments.
3. Agricultural Research Council's (ARC) Institute for Grain Crops at Potchefstroom (Tel. 018 – 299 6100) and the Small Grain Institute at Bethlehem (Tel. 058 – 307 3400) publish annual guidelines in this regard in the Maize Information Guide and the Manuals for the Production of Small Grain. This publication is made available to producers, free of charge.

**IN ORDER TO COMPLY, THE PRODUCER MUST DO THE FOLLOWING:**

1. Ensure that he familiarises himself with the standards as contained therein.
2. Take note of the label instructions regarding the registration of substances for specific crops in the case of a specific weed, fungus or pest to be controlled.
3. Attend to the type of sprayer, time of application, spray application, limitations in respect of use, ability to mix with other products, safety measures and date of manufacture.
4. The lot number and date of manufacture of the containers must be preserved for purposes of traceability. Should problems be suspected, it will not be possible to take an official sample from a container with a broken seal.
5. Always insist on all recommendations being reduced to writing.

6. Ensure that the agent or representative making recommendations complies with the necessary requirements as prescribed by ACDASA (Agricultural Chemical Distribution Association of South Africa).

For attention: Grainlink	Fax no.	018 462 2540
Corne Olivier	Tel no.	018 464 7226
	E-mail	<a href="mailto:corne.oliver@senwes.co.za">corne.oliver@senwes.co.za</a>
Alice Melodi	F2M	086 554 3115
	Tel no.	018 464 7638
	E-mail	<a href="mailto:alice.melodi@senwes.co.za">alice.melodi@senwes.co.za</a>
	Fax no.	018 462 2540

**NB: This document must be completed in full**

**APPLICATION FOR OUT LOADING OF GRAIN**

If a company/partnership/close Corporation/trust, I/We are duly authorised thereto

**BUYER'S CONTACT DETAILS**

Name: _____	Tel no.: _____
Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Cell no.: _____
Contact no.: _____	E-mail: _____
Reference _____	Fax no.: _____

**CONTACT NUMBER**

**GRAIN PARTICULARS**

Grain type _____	Grade _____
Silo _____	Tonnage _____
Order No. _____	

**DISPATCH PARTICULARS**

DESTINATION: NAME _____	BY RAIL _____
ADDRESS _____	SPOORNET ACC NO _____
_____	SIDELINE _____
_____	
TOWN/CITY _____	BY ROAD _____
	VEHICLE REG. NO. _____
	VEHICLE REG. NO. _____
CONTRACTOR _____	VEHICLE REG. NO. _____
CONTACT PERSON _____	VEHICLE REG. NO. _____
CONTACT NO. _____	

**GENERAL CONDITIONS**

1. Senwes reserves the right to withhold an outloading instruction until the buyer's financial obligations at Senwes have been met.
2. Application for out loading instructions must be completed in full and sent to the Senwes head office.
3. Delivery arrangements must be made with the silo involved at least 10 working days in advance. An out loading instruction number does not mean that the consignment can be taken to the silo for out loading without any prior arrangements. A date and time have to be fixed for the out loading.
4. Senwes shall not supply any out loading instructions to a third party.
5. **The buyer indemnifies Senwes against any damage which could possibly be suffered due to incorrect out loading instruction particulars provided to the transporter. The buyer will remain responsible for the provision of information to the transporter. The buyer must authorise Senwes to make information known regarding any instructions to the transporter. However, Senwes is not obliged to provide such information and the authorisation does not affect the Buyer's obligations in this regard.**
6. Should the buyer not be issued with an out loading number within 3 working days after having applied for an out loading instruction, the buyer should contact the above persons in this regard.





**Farmers' Stock Transfer**

I, \_\_\_\_\_

Client number: \_\_\_\_\_

Hereby grant permission to (Silo): \_\_\_\_\_

To deliver or transfer some of my farmers' stock to the following entities:

Entity: \_\_\_\_\_ Client no: \_\_\_\_\_

Type of grain: \_\_\_\_\_

Grade: \_\_\_\_\_

Mass: \_\_\_\_\_

**Conditions:**

All costs (handling, storage and transfer costs) are for the account of the 1st Client.

- Wheat which does not comply with the original grade upon delivery to the registered owner will be adjusted (graded up or down). Should a lower grade be delivered to the registered owner, an adjusted payment will be made to the registered owner, while the registered owner, in turn, will make an adjusted payment to Senwes should a higher grade wheat be delivered to him at the time of withdrawal of the wheat.
- The calculation of the adjusted payment between die registered owner and Senwes on the day of withdrawal will be based on the price difference with grade B1 as general basis.

Remaining stock must be sufficient to serve as security for Acc 400.

**SENWES reserves the right to decrease the transfer mass in order to ensure sufficient security for Acc 400.**

Should you have any enquiries regarding transfers/accounts, kindly telephone: Leon Kleynhans at (018) 464 7685.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_