



**NOTICE TO ALL SOYBEAN CUSTOMERS FOR THE DELIVERY OF SOYA BEANS FOR THE MARKETING
SEASON 2017/2018 TARIFFS FOR SOYA BEANS**

		Handling/ton	Storage	Sundry/Admin costs
1.	Storage and handling options and tariffs 01 March 2017 – 28 February 2018			
1.1	General Storage	R57.92 (VAT excluded) R66.03 (VAT included)	R0.80 (VAT excluded) per ton per day R0.91 (VAT included)	
1.2	Season tariff	R57.92 (VAT excluded) R66.03 (VAT included)	R106.00 (VAT excluded) R120.84 (VAT included)	
2.	Deferred storage		Client has until 31 Oct. 2017 to select a storage option	
3.	Carry-over stock 1 March 2017		R0.80 (VAT excluded) R0.91 (VAT included) per ton per day with a maximum of R106.00 (VAT excluded) R120.84 (VAT included)	
4.	Administrative tariffs (01/05/2016 – 30/04/2017)			
	- Instruction amendments			R3.19/ R60.50 (VAT excluded) R3.64/ R68.97 (VAT included)
	- Soybean transfer/ - consolidation			R4.46 / R78.10 (VAT excluded) R5.08 / R89.03 (VAT included)
	- Certificate of conversion to other tariff options/Certificate issuing costs			R2.75 / R60.50 (VAT excluded) R3.14 / R68.97 (VAT included)
	- Facilitation			R4.84 / ton up to and including 50 000 tons (VAT excluded) R5.52 (VAT included) R3.87/TON (50 000 ton up to 75 000 tons) (VAT excluded) R4.41 (VAT included) R3.27/TON (75 000 tons up to 100 000 tons) (VAT excluded) R3.73 (VAT included) R2.66/TON (100 000 tons plus) (VAT excluded) R3.03 (VAT included)
5.	Sundry tariffs (01/05/2016 – 30/04/2017)			
	- Weighing			R3.50 / ton min (VAT excluded) R3.99 (VAT included)
	- Bagging costs (bags excluded)			Minimum cost/consignment R45.44 (VAT excluded) R51.80 (VAT included) R 90.87 / ton (VAT excluded) R103.59 (VAT included)

* Clients must acquaint themselves with the tariffs and rules as set out in the relevant notice.
* All tariffs are for soybeans produced in South Africa only
* All prices, unless specified differently, exclude VAT. VAT is, however, payable.

Notice

Senwes Limited (Senwes) hereby gives notice of the storage options and tariffs applicable for the 2017/2018 soybean marketing year (1 March 2017 until 28 February 2018).

The information contained in this notice, read in conjunction with the Senwes standard storage conditions (which are available at the silos) constitute the entire agreement in terms of which clients may utilise the storage facility. Should any terms and conditions set out in this notice contradict any of the standard terms and conditions, the conditions of this notice shall apply and shall only be applicable to the season concerned.

Senwes reserves the right to change tariffs during the year, should operational circumstances call for such a change.

Clients must acquaint themselves with the tariffs in order to make the right choices. No credit will be given for incorrect choices.

Amended administrative and sundry tariffs for the period 1 May 2017 - 30 April 2018 will be published at a later stage in the summer grain tariff document.

The collection of statutory levies is done in accordance with legislation.

***NB: VAT IS PAYABLE IN RESPECT OF ALL TARIFFS**

General Storage:

These are the standard storage tariffs applicable should you not select any of the other storage options.

1. HANDLING COSTS

Handling costs for 2017

Handling – R57.92/ton (VAT excluded) R66.03/ton (VAT included)

2. STORAGE COSTS

2.1 Day tariff – R0.80/ton (VAT excluded) R0.91/ton (VAT included)

The storage tariff is payable monthly, unless prior written financing arrangements have been made with Senwes, in which case the soybeans will serve as security. Costs relating to this tariff option will be invoiced upon delivery or transfer of soybeans and are payable within 30 days of monthly statement, after which interest calculated at the current prime lending rate of Absa will be charged from the date upon which the amount was payable until date of payment.

2.2 Season tariff:

2.2.1 R106.00/ton (VAT excluded) R120.84/ton (VAT included)

2.2.2 The client must **select his option in writing at the silo or Senwes Head Office** in order to make use of this option.

Invoicing will take place within 7 (seven) days after selection of the option, and the aforementioned invoice will be payable within 30 (thirty) days from date of monthly statement/invoice, subject to interest being levied at the current ABSA prime rate in accordance with the general storage conditions in respect of any storage costs not paid on time. The

relevant handling tariff per ton shall be debited together with the season storage tariff and shall be payable on or before 30 (thirty) days of date of monthly statement.

Rights in terms of the seasonal storage option are not transferable should stock be transferred from one client to another.

Where stock is transferred from a Buyer's portfolio to the Buyer's financing folio, rights will be transferable.

Please note: Should stock be transferred from a day tariff to season tariff, both tariffs will be as indicated in the tariff document.

Clients are requested to plan properly in respect of storage choices since no credit will be passed in respect of the season tariff should grains and oilseeds be sold or out loaded before the end of the season.

2.2.3 This option will only apply in respect of soybeans held on a stock account. Should the client holding soybeans in terms of a silo certificate (Safex or Senwes) make use of this option, the silo certificate must be cancelled and the tonnage of soybeans must be placed on a stock account. The administration costs for such a transfer amount to R2.75/ton (Excl VAT) R3.14/ton (Incl VAT), subject to a minimum amount of R60.50 (Excl VAT) R68.9 (Incl VAT) per transaction.

2.2.4 Receiving silos

The following silos have been registered at Safex for the receipt of soybeans:

SILO	SILO
Allanridge	Odendaalsrus
Arlington	Petrusburg
Attie	Potchefstroom
Buckingham	Raathsvlei
Enselspruit	Rooiwal
Geneva	Schoonspruit
Gottenburg	Schuttendraai
Groenebloem	Steynsrus
Hartbeesfontein	Theunissen
Heuningspruit	Ventersdorp
Heilbron	Vierfontein
Hoogte	Viljoenskroon
Koppies	Vredefort
Magogong	Weiveld
Makokskraal	Welgelee
Melliadora	Werda
Mirage	Wesselsbron
Mooigelee	Winburg
Losdoorns	Jan Kempdorp
Oberholzer	Wolwehoek Protespan

2.3 DEFERRED STORAGE (first delivery only).

Clients have until 31 October 2017 to select a storage option. During the period until 31 October 2017, the debiting of handling and storage costs shall be deferred unless the provisions of a specific option determine differently. Should the client select the deferred storage option, the client will be invoiced on 31 October 2017. The client must therefore select his option in writing at the silo or Senwes Head Office in order to make use of this option.

Should soybeans delivered in terms of the deferred storage option be sold on or before 31 October 2017, the handling and accumulated storage fees as at the date of the transaction will be calculated by Senwes and it will be payable before the soybeans are out-loaded or a silo certificate is issued and delivered upon the request of the client.

Should the client neglect to select a storage option of his choice before 31 October 2017, a storage tariff of R106,00/ton (VAT excluded) R120.84/ton (Incl VAT), plus the handling tariff as mentioned in paragraph 1, will automatically be levied. In such an event payment must be made within 30 days from date of statement.

3. SAFEX TARIFF

The tariff relating to this option will apply to all soybeans held by virtue of a Safex silo certificate, subject to the following additional terms and conditions and clients must take note of the fact that the Safex tariff will only apply to soybeans at Safex registered silos.

- 3.1** The Safex tariff as published by Safex is automatically levied by the system, from the date on which the silo certificate is issued until the date on which the certificate is presented to Senwes.
- 3.2** Soybeans will not be out-loaded until all outstanding accumulated costs have been paid.
- 3.3** When a Safex silo certificate is requested and issued, the accumulated silo costs applicable to the silo option which applied until the date of such a certificate being issued must be paid before such a certificate will be issued.
- 3.4** The client, in conjunction with the soybean silo owner, is entitled to convert to the client storage option and to select an option with regards to other tariff options that may apply. The administrative costs relating to the conversion will amount to R2.75/ton (VAT excluded) R3,14/ton (Incl VAT) per ton, subject to a minimum amount of R60,50 (VAT excluded) R68,97 (Incl VAT) per transaction.

4. SENWES SILO CERTIFICATES

- 4.1** Senwes' general storage tariffs, as described in paragraph 2.1, are 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.
- 4.2** When a Senwes silo certificate is issued, the accumulated silo costs relating to the silo cost option which applied until such date shall be paid immediately, prior to such a certificate being issued.
- 4.3** The client is entitled to, in collaboration with the soybean silo owner; convert the certificate tendered to client storage and to change his storage option to another available tariff option at any time. The administrative costs for such a conversion shall amount to R2.75/ton (excl. VAT) R3.14/ton (Incl VAT) per ton with a minimum amount of R60.50 (excl. VAT) R68.97
Soybeans shall not be out loaded until all outstanding accumulated costs have been paid.

5. CARRY-OVER STOCK

The storage tariff applicable to all soybean 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 2.1 above, until the amount in respect of day storage breaks even with the season tariff of R106.00/ton (excl VAT) and R120.84/ton (incl. VAT).

The storage tariff shall be payable on a monthly basis, unless prior financing arrangements have been made with Senwes, in which case the soybeans shall be held as security. Interest as determined by Senwes shall apply. The cost of these tariff options shall be invoiced upon delivery or transfer of the soybeans to this option and shall be payable within 30 days of date of monthly statement, after which interest at the current Absa Bank prime lending rate shall be charged from the date upon which the amount was payable until actual date of payment.

Product	Date of transfer
Soybeans	1 March 2017

All carry-over soybeans held on silo certificates (Safex or Senwes) shall be stored at the appropriate day tariff, without a ceiling amount.

6. DRYING COSTS

- 6.1 Soybeans which are not dried artificially, shall be taken in at a maximum moisture content of 13,0%. The delivered soybean mass shall be decreased to a moisture content of 12,5% upon delivery by making use of a moisture formula, as described in paragraph 6.2.
- 6.2 Moisture percentages of soybeans shall be determined by means of an industry acceptable standard moisture meter, calibrated according to the prescriptions and procedures of the manufacturer.
- 6.3 Senwes shall, from time to time and at its discretion, accept soybeans with a higher moisture percentage at **silos where drying and aeration facilities are available**. The soya will then be dried at the cost and upon request of the client, subject to the applicable mass adjustment for surplus moisture.
- 6.4 Comprehensive information regarding the availability of and requirements in respect of the drying facilities is available at the silo.
- 6.5 **Senwes reserves the right to stop receiving wet soybeans should there be a surplus supply of wet soybeans and should drying capacity be insufficient.**
- 6.6 After due consideration, Senwes decided to accommodate clients by not charging drying costs in respect of soybeans with a moisture content of between 13.1% and 14.0%.
- 6.7 The drying tariffs are as follows:

Soybeans (1 March 2017 to 28 February 2018):

TARIFF / RAND PER TON

MOISTURE PERCENTAGE	EXCL VAT	INCL VAT
13,1 – 14,0	0	0
14,1 - 15,0	R 82.04	R 93.53

**All soybeans with a moisture content of more than 13.0% to be dried may only be withdrawn 15 working days after delivery thereof.*

7. REMOVAL OF HARMFUL AND POISONOUS SEEDS, AS WELL AS FOREIGN MATERIALS AND GREEN PODS (as described in the Government Gazette)

- 7.1 In order to assist the client with the cleaning of consignments, Senwes renders such a service at the published tariff where facilities are available and at the discretion of silo managers.
- 7.2 The removal of such seeds is a time-consuming action at a high cost and risk. Full particulars of the service are available from the silo managers.
- 7.3 Green (wet) pods in a consignment of soybeans are a grading factor and a maximum of 0.2% is allowed in terms of the applicable regulations. Senwes has decided to allow producers to deliver soybeans with a higher percentage as prescribed, on condition that the green pods be regarded as foreign matter and that it be sifted out as in the case of poisonous seeds.

The percentage green pods in a consignment shall be determined during the grading of a representative sample of at least 10 kg and the percentage foreign material and green pods above the 4, 75 mm round hole grid shall be used with all material below the grid for purposes of calculation of the mass adjustment.

**Green pods pose a storage risk and will be sifted out first before the soybeans are stored. This action is time-consuming and may mean that the client will have to wait until an offloading point is available for the sifting out of the green pods.*

The tariff for the sifting out of green pods is as follows:

Removal of pods	VAT excluded	VAT included
Pod screenings are not taken back	R42.63	R48.60

Harmful seeds

The sifting action is subject to the availability of sifting and bin capacity at the silos – kindly approach your local silo manager for more information. This tariff is only for the sifting out of green pods and is subject to the tariff applicable to the sifting out of harmful seeds.

- **Screenings not returned to the client:**

The minimum cleaning tariff is charged and a mass-adjustment is made. **All material** below the 4,75mm round grid plus the foreign material and green (wet) pods above the 4,75mm round grid shall be used in calculating the mass-adjustment percentage.

No. of seeds per 1kg	R per ton	R per ton
	Excl VAT	Incl VAT

2 – 20	R 39.00	R 44.46
21 – 30	R 83.00	R 94.62
31 – 40	R 165.00	R 188.10
➤ 40	R 440.00	R 501.60

8. SOYBEANS RECEIVED

8.1 Physical losses

Soybeans shall be handled on a clean basis as specified in the grading regulations.

8.2 Excess moisture

The delivered soybean mass shall be decreased to the moisture percentages indicated below by making use of a moisture formula.

Product	Moisture %
Soybeans	12.5 %

9. SOYBEAN COST ACCOUNTS AND INTEREST

- 9.1 All silo costs are payable within 30 days of date of monthly statement or as agreed with Senwes. Should the client neglect to make timeous payment, interest shall be levied on outstanding amounts, calculated daily and compounded monthly. Interest shall be calculated at the current Absa Bank lending rate as calculated from time to time.

The withdrawal and transfer of soybeans from client storage shall only be allowed and silo and Safex certificates shall only be issued once the account has been paid in full. However, Senwes may allow such withdrawal or issuing of certificates at its discretion should sufficient soybeans remain as retention stock to serve as security for the outstanding account.

10. SUNDRY TARIFFS

Sundry tariffs are regarded as being supportive to Senwes' Soybean services and are offered where equipment is available and not occupied. The following tariffs shall apply in respect of sundry Senwes (Grainlink) Silo Operations facilities from 1 May 2016 to 30 April 2017:

10.1 Weighing (Excl VAT)

10.1.1 Clients wishing to determine the mass of a consignment not to be offloaded, shall pay R3,50/ ton (excl VAT) R3,99/ton (Incl VAT) on the total mass of the consignment for the use of the mass meter, with a minimum cost of R45,44 (excl VAT) R51,80 (Incl VAT).

10.1.2 Clients and private organisations without client numbers must pay for the service in cash upon rendering of the service.

10.1.3 Senwes shall accept no legal liability for the accuracy of the mass of such goods being weighed.

10.1.4. Senwes shall not grade a consignment of soybeans to be weighed but not offloaded.

10.2 Bagging costs

Costs relating to the bagging of soybeans amount to R90,87 per ton (excl. VAT) R103,59 per ton (Incl VAT) and clients must provide their own bags and bagging contractor. This

service shall be available at the discretion of the manager, only where the necessary facilities and equipment are available.

10.3. Outloading of soybeans

Any client who wishes to outload soybeans must give Senwes at least 10 working days' notice of his intention to withdraw soybeans. No soybeans may be outloaded without the permission of Grainlink Silo Operations. Senwes shall, however, accept no liability should it be unable to outload the soybeans on the agreed date and should such inability be due to circumstances beyond Senwes' control.

11. ADMINISTRATIVE TARIFFS

Definitions

“**Facilitation**” is when Senwes does the administration on behalf of the buyer of the soybeans.

“**Stock transfer**” is when the stock of one person/client/entity is transferred to another party.

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

“**Dispatching**” is any form of transport used to transport the product from one point to another.

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

“**Producers**” are individuals and/or entities' producing soybeans.

11.1 DIRECT RECEIPTS/DELIVERIES AT SILOS FOR BUYERS FROM OTHER PRODUCERS

Can be done by direct facilitation or direct receipts on folio numbers.

11.1.1 DIRECT RECEIPTS

Transactions will be done as follows:

- a) Before soybeans can be received at a silo, the client wishing to deliver soybeans on his folio has to contact head office to ensure that a folio number is available for the receipt of soybeans. A folio number will start with “52*****” or 4*****”.
- b) Should a folio number not be available, it would have to be created at Senwes Central Administration after signature of all applicable documentation and application forms. Contact your procurer or silo manager.
- c) The client, as referred to in the letter referred to above, shall pay a handling tariff per ton which shall, inter alia, make provision for limited standard delivery information being made available to the client upon request.

11.1.2 FACILITATION

- a) The administration costs for facilitation are as follows
 - i. Up to 50 000 tonnes R4.84/ton (Excl VAT) R5,52/ton (Incl VAT)
 - ii. 50 000 tonnes up to 75 000 tonnes R3.87/ton (Excl VAT) R4,41/ton (Incl VAT)

- iii. 75 000 tonnes up to 100 000 tonnes R3,27/ton (Excl VAT) R3.73/ton (Incl VAT)
- iv. 100 000 tonnes plus R2.66/ton (Excl VAT) R3,03/ton (Incl VAT)

b) The buyer is entitled to information relating to stock receipts, orders, dispatches and balances.

c) Facilitation transactions are dealt with as follows:

- Senwes opens a buyers' contract which enables the producer to deliver at the silo.
- This buyers' contract is linked to a sales contract opened in the buyer's name.
- As soon as deliveries take place, the producer will nominate the contract on which deliveries will take place. Should the producer indicate that delivery must take place on the facilitation contract, the stock will convert from the buyer's contract to the sales contract.

11.1.2.1 NEW FACILITATION ON DEFERRED STORAGE

- a) Senwes decided to make another option available for buyers to execute facilitation contracts. This option will enable the buyer to receive soybeans on deferred storage.
- b) The same procedures as in the past will still be followed. The difference will be that the buyer will decide when the soybeans should be converted to the day or year storage option.
- c) As soon as soybeans are to be outloaded, Senwes has to be advised accordingly in order to ensure that the soybeans are placed on the correct folio number and to ensure that an instruction is issued.
- d) The buyer can see the deliveries on a daily basis on "My Senwes".
- e) Drying and cleaning costs will be debited against the buyer.
- f) The buyer's contract will be opened, using his delivery number. In other words, the number starting with "52****" or 4****.
- g) As soon as soybeans are to be outloaded, stock will be transferred to the "53****" number.
- h) Day storage, handling, silo and administrative costs are for the buyer's account.
- i) Please note that the invoice for administration costs will only be issued to the buyer at the end of the contract, the reason being to establish the true tonnage delivered. All outstanding costs must be paid before stock will be transferred.
- j) Senwes is not liable for any damage in any case where the producer should decide not to deliver soybeans on the facilitation contract.
- k) Senwes is not the agent or representative of the client. Senwes will require the following information should the client be interested in a facilitation transaction:

- a. Silo where delivery will take place.
- b. Type of soybeans to be delivered.
- c. The producer's name and delivery number.
- d. The tonnage to be delivered.

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

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

11.3 STOCK TRANSFERS AND CONSOLIDATION OF STOCK

1. Should a small quantity of the buyer's stock remain on a contract, Senwes may consider buying such stock at an agreed price.
2. Stock transfer costs relating to the transferring of stock from one client to another will amount to R4.46/ton (Excl VAT), R5,08/ton (Incl VAT) per ton, subject to a minimum of R78,10 (Excl VAT), R89,03 (Incl VAT) per transaction and a maximum of R726,00 (Excl VAT), R827,64 (Incl VAT). The contract number, buyer code, tonnage and silo must be indicated when such a request is submitted. Both parties must give permission for the transfer and the party accepting responsibility for the transfer costs must be indicated. Documentation for this purpose is available at your nearest silo.
3. Stock balances and/or dispatch information is available as described in point 2.

11.4 ELECTRONIC SILO CERTIFICATES

1. The cost of issuing an **Electronic Silo Certificate (ESC)** amounts to:
 - a) R2.75/ton (Excl VAT), R3,41/ton (Incl VAT) per ton limited to a minimum of R60,50 (Excl VAT), R68,97 (Incl VAT) per silo certificate;
 - b) ESC transaction costs as determined by ESC from time to time.
2. Senwes Electronic Silo Certificates offer the following benefits, inter alia, without guaranteeing such benefits:
 - a) Transfer of ownership will take place in a safe environment;
 - b) Increased efficiency by means of improved controls, the elimination of the dispatch of silo certificates to clients as well as the cancellation of certificates;
 - c) The risk of fraud is decreased;
 - d) Real-time information is available;
 - e) The Electronic Silo Certificate register facilitates record-keeping for clients and could even replace existing record-keeping systems of clients;
 - f) The system is available to silo owners and all parties making use of silo certificates, including brokers, traders and processors;
 - g) Costs relating to Senwes Electronic Silo Certificates: the producer/client is responsible for normal silo costs in respect of handling and storage;
 - h) Clients must register their unique pin numbers with ESC;
 - i) Visit www.silocert.co.za for registration and further training.

11.5 DISPATCH ARRANGEMENTS

1. Please note: Outloading will take place strictly on the basis of pre-bookings. Should bookings not be made by buyers or should transporters not arrive at the booked times, the instruction involved will either not be dealt with or will only be dealt with after other bookings. Please ensure that your transporter is aware of these arrangements in order to prevent inconvenience or further costs.
2. The following information is required when soybeans are out loaded and/or ordered:
 - a) Buyer code, contract number and silo where soybeans are to be loaded;
 - b) Tonnage and grade;
 - c) Date of intended out loading;
 - d) Transporter's details. Fax transporter's particulars (name, vehicle registration number of driver) to head office and relevant silo;

- e) Rail transport: Sideline number and Spoornet account number.
 - f) Complete and lodge withdrawal document.
3. The above particulars must be faxed to Corné Olivier at (018) 462 2540 or contact her at (018) 464 7226. E-mail: corne.olivier@senwes.co.za
 4. An out loading instruction number will be provided, after which the appropriate arrangements for out loading of the product must be made at a suitable silo.
 5. Where orders are executed by rail, the pre-planning required by Spoornet must be taken into account.
 6. Loading arrangements must be made with the silo involved at least 10 (ten) working days in advance. No out loading arrangements will be made at a silo should the instruction number not be provided in writing. An out loading instruction number does not mean that the transporter can arrive at the silo to outload with prior arrangements with the silo as far as out loading times and dates are concerned. Senwes shall, however, accept no liability should it be unable to outload on the agreed date of out loading and should such inability to outload be due to circumstances beyond Senwes' control.
 7. Any changes to instructions must be made at Senwes Grainlink (Dispatch Division), Corne Olivier (018) 462 2540, and not at the silo.
 8. No claims for mass shortfalls will be considered when soybeans transported by road are taken in at silos.
 9. Should vehicles be overloaded accidentally, the driver of the vehicle will be requested to offload a suitable quantity. No vehicles will be overloaded – a vehicle will only be loaded to its legal carrying capacity.
 10. Where silo certificates relating to stock transfers between clients are involved, only the dispatch documentation accompanying the vehicle or train truck will be issued.
 11. Should an instruction in terms of which no soybeans have been out loaded as yet, be changed on request of the client, such an amendment will be done free of charge. Should soybeans already have been out loaded in terms of the instruction and a change is requested, the costs relating thereto will be R3,19/ton (Excl VAT), R3.64/ton (Incl VAT).
 12. Should a consignment be loaded in terms of an instruction and should a request be received for the cancellation of the instruction, the handling fees will be payable.

Navrae / Enquiries

Administrasie/Administration

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Silosertifikate/Silo certificates

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Boerevoorraad / Farmers' stock

Gerhard van Deventer • (018) 464 7745

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Versporing/Transport
Corné Olivier • (018) 464 7226
corne.olivier@senwes.co.za

Bestuurder Silobedryf / Manager Silo Operations
Graham Lottering • (018) 464 7625
graham.lottering@senwes.co.za

12. FOOD SAFETY: FOOD HYGIENE

12.1. Trucks, tractors and wagons will be inspected during deliveries to ensure that there is no glass, oil, diesel, radiator water, pieces of metal, etcetera in the soybeans. Tarpaulins used must also be clean and insect free.

12.2 The client (producer or supplier) shall ensure and guarantee that:

- The soyabeans are suitable for human and animal consumption.
- All chemical substances comply with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947 and the Agricultural Product Standards Act 119 of 1990, or any applicable legislation and that records are kept of all chemical applications to the product being delivered.
- The product is not contaminated by any harmful toxins or any poisonous substances which are harmful or dangerous for human and animal consumption

12.3 Chemical declaration by client

Clients must acquaint themselves with the legal requirements in respect of chemical substances and must comply with the standards as contained therein. Clients shall be obliged to submit a declaration to the Senwes silo with each delivery instruction, in which it is declared to the Senwes silo with each delivery instruction, in which it is declared that they:

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

Please see Annexure 1 for correct wording.

Should the client neglect to complete the Chemical Declaration, it will be accepted that the above requirements have been met.

12.4. Senwes shall, at any time 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 of non-compliance with regulations and/or legislation.

13. BLENDING OF SOYBEANS (OIL SEEDS)

Senwes stores soybeans of the same type and quality in bulk in such a manner as to ensure that blending of the same type and quality will take place. Clients storing soybeans at Senwes may only insist on the same type and quality of soybeans as described in the appropriate grading regulation and may only withdraw or market soybeans of a similar quality. Senwes reserves the right to return soybeans of a similar or better quality (measured in accordance with the standard grading regulations applicable in the RSA) to the client.

14. SOYBEAN DELIVERY INSTRUCTION

- 14.1. No soybeans shall be received without a grain delivery instruction, duly completed and signed by the client.
- 14.2. Silo personnel may not sign a delivery instruction on behalf of the client.
- 14.3. Clients may not indicate an offer to sell soybeans or any requests in this regard on the soybean delivery instruction and Senwes will take no note of such requests. Should clients wish to sell their soybeans to Senwes, the Senwes procurers must be contacted in this regard.

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



GRAHAM LOTTERING MANAGER SILO OPERATIONS

The chemical declaration is done per soybean delivery and is printed on the reverse of the SOYBEAN DELIVERY INSTRUCTION for the convenience of the producer.

The declaration is contained in the attached ANNEXURE 1.

CHEMICAL DECLARATION

Annexure 1

I, the undersigned,

Initials and surname: _____

Name of farm: _____

Postal address: _____

Client no.: _____

who is of the intention to deliver grain at the following Senwes silos:

hereby note the application of **chemical substances and limitations in respect thereof**, as contained in the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947 or any other applicable legislation.

I am aware of the fact that:

1. Legal requirements apply in respect of the use of certain herbicides, insecticides and various other agricultural chemicals and the residue levels of the relevant products which may be available in the product and which may be applied.
2. I have to acquaint myself with the legal requirements and that I have to comply with the standards as set out therein.
3. I am obliged to submit this declaration of compliance to Senwes before any deliveries may be made and I hereby declare that I have complied with the regulations and that I have not applied any illegal substances and/or incorrect dosages and that I have not applied legal substances at incorrect times.
4. Senwes shall be entitled to investigate compliance with these requirements and take samples for analysis at any time and at its discretion.
5. Grain which does not comply with the requirements shall not be accepted and force majeure shall not apply in respect thereof.

SIGNED : _____

PLACE : _____

DATE : _____