

# NOTICE TO ALL SOYA BEAN CLIENTS FOR THE DELIVERY OF SOYA BEANS FOR THE 2018/2019 MARKETING SEASON – SOYA BEAN TARIFFS

	SEASON – SOYA BEAN TARIFFS				
		Handling/Ton	Storage	Sundry / Admin costs	
1.	Storage and Handling options and tariffs  01 March 2018 – 28 February 2019				
1,1	General Storage	R61.97 (Excl VAT) R70.65 (Incl VAT)	R0.88(Excl VAT) per Ton per day R1.00(Incl VAT)		
1.2	Season tariff	R61.97(Excl VAT) R70.65 (Incl VAT)	R117.04/Ton(Excl VAT) R133.43/Ton(Incl VAT)		
2.	Deferred storage		Client has until 31 Oct 2018 to choose a storage option		
3.	Carry-over stock 1 March 2018		R0.88(Excl VAT) R1.00(Incl VAT) per Ton per day with a maximum of R117.04 (Excl VAT) R133.43 (Incl VAT)		
4.	Admin tariffs (01/04/2017 – 31/03/2018) - Instruction changes			R3.40/ Ton / Minimum per transaction R64.75 (Excl VAT) R3.88/Ton/Minimum per transaction R73.82 (Incl	
	- Soya bean transfer / consolidation			R4.77/Ton/minimum per transaction R83.57 (Excl	
	Certificate conversion to other tariff options / Certificate: cost of issue			VAT R5.44 / Ton / Minimum per transaction R95.27 (Incl VAT)	
	- Facilitation			R2.95/ Ton / Minimum per transaction R64.75 (Excl VAT) R3.36/ Ton /Minimum per transaction R73.82 (Incl VAT)	
5.	Sundry tariffs (01/04/2017 _			R5.18/ Ton up to and including 50 000 Ton (Excl VAT) R5.91/Ton (Incl VAT) R4.14/Ton (50 000 Ton to 75 000 Ton) (Excl VAT) R4.72/Ton (Incl VAT) R3.50/Ton (75 000 Ton to	
5.	Sundry tariffs (01/04/2017 – 31/03/2018)			100 000 Ton) (Excl VAT) R3.99/Ton (Incl VAT) R2.85/Ton (100 000 Tonnes plus) (Excl VAT) R3.25/Ton (Incl VAT)	
	- Weighing			R3.75 / Ton min (Excl VAT) R4.28/Ton (Incl VAT)	
				Minimum cost/consignment R48.62 (Excl VAT) R55.43 (Incl VAT)	
* Client	- Bagging costs (bags excluded)		Alwant notice	R 98.30 / Ton (Excl VAT) R112.06/Ton (Incl VAT)	

<sup>\*</sup> Clients must acquaint themselves with the tariffs and rules as set out in the relevant notice.

<sup>\*</sup> All tariffs are for sunflower produced in South Africa only

<sup>\*</sup> All prices, unless specified differently, excludes VAT. VAT is, however, payable.

#### Notice

Senwes Limited (Senwes) hereby gives notice of the storage options and tariffs applicable for the 2017/2018 soya bean marketing year (1 March 2018 until 28 February 2019).

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 righ choices. No credit will be given for incorrect choices.

\* The recovery of statutory levies is VAT inclusive, as required by legislation.

Amended administrative and sundry tariffs for the period 1 May 2018 - 30 April 2019, will be published at a later stage in the summer grain tariff letter.

#### \*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 2018:

Handling - R61.97/Ton (Excl VAT) R70.65/Ton (Incl VAT)

#### 2. STORAGE COSTS

# 2.1 Day tariff – R0.88/Ton VAT excluded R1.00/Ton (Incl VAT)

The storage tariff is payable monthly, unless prior written financing arrangements have been made with Senwes, in which case the soya beans will serve as security. Costs relating to this tariff option will be invoiced upon delivery or transfer of soya 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 R117.04/Ton (Excl VAT) R133.43/Ton (Incl VAT)

2.2.2 The client must <u>select his option in writing at the silo or Senwes Head Office</u> 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 soya beans be sold or outloaded before the end of the season.

2.2.3 This option will only apply in respect of soya beans held on a stock account. Should the client holding soya beans in terms of a silo certificate (Safex or Senwes) make use of this option, the silo certificate must be cancelled and the tonnage of soya beans must be placed on a stock account. The administration costs for such a transfer amount to R2.95/Ton (Excl VAT) R3.36/Ton (Incl VAT), subject to a minimum amount of R64.75 (Excl VAT) R73.72 (Incl VAT) per transaction.

# 2.2.4 Receiving silos

The following silos have been registered with Safex for the receipt of soya beans.

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

# 2.3 DEFERRED STORAGE (first delivery only)

Clients have until 31 October 2018 to select a storage option. During the period until 31 October 2018, 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 2018. 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 soya beans delivered in terms of the deferred storage option be sold on or before 31 October 2018, 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 soya beans 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 2018, a storage tariff of R117.04/Ton (VAT excluded) R133.43/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 soya beans 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 soya beans 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 Soya beans will not be out-loaded until all outstanding accumulated costs have been paid.
- 3.3 Before a Safex silo certificate is 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 soya bean silo owner, is entitled to convert to the client storage option and to select an option with regard to other tariff options that may apply. The administrative costs involved with the conversion will amount to R2.95/Ton (VAT excluded) R3.36/Ton (Incl VAT) per ton, subject to a minimum amount of R64.75 (VAT excluded) R73.82 (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 soya bean 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 R2.95/Ton (excl. VAT) R3.36/Ton (Incl VAT) per ton with a minimum amount of R64.75 (excl. VAT) R73.82 (Incl VAT) per ton, per transaction.

Soya beans shall not be outloaded until all outstanding accumulated costs have been paid.

#### 5. CARRY-OVER STOCK

The storage tariff applicable to all soya bean 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 R117.04/Ton (excl VAT) and R133.43/Ton (incl. VAT) per ton.

The storage tariff shall be payable on a monthly basis, unless prior financing arrangements have been made with Senwes, in which case the soya beans 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 soya beans 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	
Soya beans	1 March 2018

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

#### 6. DRYING COSTS

- 6.1 Soya beans which are not dried artificially, shall be taken in at a maximum moisture content of 13,0%. The delivered soya bean 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 soya beans 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 soya beans with a higher moisture percentage at **silos where drying and aeration facilities are available.** The soya will then be dried at the cost 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 the receipt of wet soya should there be a suplus supply of wet soya beans and should drying capacity be insufficient.
- 6.6 After due consideration, Senwes has decided to accommodate clients by not charging drying costs in respect of soya beans with a moisture content of between 13.1% and 14.0%.
- 6.7 The drying tariffs are as follows:

Soya beans (1 March 2018 to 29 February 2019):

	TARIFF / RAI	TARIFF / RAND PER TON		
MOISTURE PERCENTAGE	EXCL VAT	INCL VAT		
13,1 - 14.0	R75.50	R86.07		
14,1 - 15,0	R 90.24	R 102.87		

<sup>\*</sup>All soya beans 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 a tariff where facilities are available.
- 7.2 The removal of such seeds is a time consuming action at a high cost and risk. Senwes has therefore made two options available to clients. Particulars in this regard are available from the silo managers.
- 7.3 Green (wet) pods in a consignment of soya beans are a grading factor and a maximum of 0.2% is allowed in terms of the regulations applicable. Senwes has decided to allow producers to deliver soya beans with a higher percentage as prescribed, on condition that the greed pods be regarded as foreign matter and that it be sifted out as in the case of poisonous seeds.

The percentage greed pods in a consignment shall be determined during the grading of a representative sample 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 soya beans 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:

	Excl VAT	Incl VAT
Removal of pods		
Pod screenings not taken back	R46.89	R53.46

This 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 greed pods and is subject to the tariff applicable to the sifting out of harmful/poisonous seeds and foreign material.

#### • 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	R42.90	R48.91
21 – 30	R91.30	R104.08
31 - 40	R181.50	R206.91
<b>&gt;</b> 40	R484.00	R551.76

#### 8. SOYA BEANS RECEIVED

# 8.1 Physical losses

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

#### 8.2 Excess moisture

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

Product	Moisture %
Soya beans	12.5 %

#### 9. SOYA BEAN 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 soya beans 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 soya beans remain as retention stock to serve as security for the outstanding account.

#### 10. SUNDRY TARIFFS

Sundry tariffs are regarded as being supportive to Senwes' soya bean 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 April 2017 to 31 March 2018:

#### 10.1 Weighing (Excl VAT)

- 10.1.1 Clients wishing to determine the mass of a consignment not to be offloaded, shall pay R3.75/Ton (excl VAT) R4.28/Ton (Incl VAT) on the total mass of the consignment for the use of the mass meter, with a minimum cost of R48.62 (excl VAT) R55.43 (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 soya beans to be weighed but not offloaded.

#### 10.2 Bagging costs

Costs relating to the bagging of soya beans amount to R98.30/Ton (excl. VAT) R112.06/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 soya beans

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

# 11. <u>ADMINISTRATIVE TARIFFS</u>

#### **Definitions**

"Facilitation" is when Senwes does the administration on behalf of the buyer of the soya beans.

"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 soya beans, 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 soya beans.

"Producers" are individuals and/or entitities producing soya beans.

#### 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 soya beans can be received at a silo, the client wishing to deliver soya beans on his folio has to contact head office to ensure that a folio number is available for the receipt of soya beans. 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. Annouced tariff up to 50 000 tonnes of R5.18/Ton (Excl VAT) R5.91/Ton (Incl VAT)
  - ii. 50 000 tonnes up to 75 000 tonnes R4.14/Ton (Excl VAT) R4.72/Ton (Incl VAT)
  - iii. 75 000 tonnes up to 100 000 tonnes R3.50/Ton (Excl VAT) R3.99/Ton (Incl VAT)
  - iv. 100 000 tonnes plus R2.85/Ton (Excl VAT) R3.25/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:

- d) Senwes opens a buyers' contract which enables the producer to deliver at the silo.
- e) This buyers' contract is linked to a sales contract opened in the buyer's name.
- f) 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

- Senwes decided to make another option available for buyers to execute facilitation contracts. This option will enable the buyer to receive soya beans 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 soya beans should be converted to the day or year storage option.
- c) As soon as soya beans are to be outloaded, Senwes has to be advised accordingly in order to ensure that the soya beans 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 soya beans are to be outloaded, stock will be transferred to the "53\*\*\*\*\* number.
- h) Day storage, handlng, 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 soya beans 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:
  - 1. Silo where delivery will take place.
  - 2. Type of soya beans to be delivered.
  - 3. The producer's name and delivery number.
  - 4. The tonnage to be delivered.

# 11.3.1 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.

#### 11.4.1 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 R4.77//Ton (Excl VAT), R5.44/Ton (Incl VAT) per ton, subject to a minimum of R83.57/Ton (Excl VAT), R95.27/Ton (Incl VAT) per transaction and a maximum of R776.82 (Excl VAT), R885.57 (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.

#### 11.5.1 ELECTRONIC SILO CERTIFICATES

- 1. Cost of issuing an Electronic Silo Certificate (ESC) amounts to:
  - a) R2.95/Ton (Excl VAT), R3.36/Ton (Incl VAT) per ton limited to a minimum of R64.75 (Excl VAT), R73.82 (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 <u>www.silocert.co.za</u> for registration and further training.

#### 11.6.1 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 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 in order to prevent inconvenience or further costs.
- 2. The following information is required when soya beans are outloaded and/or ordered:
  - a) Buyer code, contract number and silo where soya beans are to be loaded;
  - b) Tonnage and grade:
  - c) Date of intended outloading:
  - 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 Karin Lombard at 086 554 3115 or contact her at (018) 464 7519. E-mail: senwesgrainstock@senwes.co.za
- 4. An outloading instruction number will be provided, after which the appropriate arrangements for outloading 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 outloading arrangements will be made at a silo should the instruction number not be provided in writing. An outloading instruction number does not mean that the transporter can arrive at the silo to outload with prior arrangements with the silo as far as outloading times and dates are concerned. Senwes shall, however, accept no liability should it be unable to outload on the agreed date of outloading 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), Karin Lombard (018) 464 7519, and not at the silo.
- 8. No claims for weight shortfalls will be considered when soya beans 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 of 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 soya beans have been outloaded as yet, be changed on request of the client, such an amendment will be done free of charge. Should soya beans already have been outloaded in terms of the instruction and a change is requested, the costs relating thereto will be R3.40/Ton (Excl VAT), R3.88/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 Zelda Nel •(018) 464 7682 zelda.nel@senwes.co.za

Silosertifikate/Silo certificates Teresa Fibiger • (018) 464 7624 teresa.fibiger @senwes.co.za

Boerevoorraad / Farmers' stock Melissa Wiese • (018) 464 7893 melissa.wiese@senwes.co.za

Versporing/Dispatch
Karin Lombard • (018) 464 7519
senwesgrainstock@senwes.co.za

Bestuurder Silobedryf/ Manager 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 soya beans. Tarpaulins used must also be clean and insect free.

- 12.2 The client (producer or supplier) shall ensure and guarantee that:
  - The soya is 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 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 SOYA BEANS (OIL SEEDS)

Senwes stores soya beans 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 soya beans at Senwes may only insist on the same type and quality of soya beans as described in the appropriate grading regulation and may only withdraw or market soya beans of a similar quality. Senwes reserves the right to return soya beans of a similar or better quality (measured in accordance with the standard grading regulations applicable in the RSA) to the client.

### 14. SOYA BEAN DELIVERY INSTRUCTION

- 14.1. No soya beans 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 soya beans or any requests in this regard on the soya bean delivery instruction and Senwes will take no note of such requests. Should clients wish to sell their soya beans to Senwes, the Senwes procurers must be contacted in this regard.

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

# GRAHAM LOTTERING MANAGER OPERATIONS

The chemical declaration is done per soya bean delivery and is printed on the reverse of the SOYA BEAN DELIVERY INSTRUCTION for the convenience of the produer.

The word is indicated in the attached ANNEXURE 1.

CHEM	ICAL DECLARATION	Annexure 1		
I, the ι	ındersigned,			
Initials	and surname:			
Name	of farm:			
Postal	address:			
	no.:			
who is	of the intention to deliver grain at the following Senwes silos:			
hereby note the application of <u>chemical substances and limitations in respect thereof</u> , as contained in the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947 or any other applicable legislation.				
I am a	ware of the fact that:			
1.	Legal requirements apply in respect of the use of certain herbicide various other agricultural chemicals and the residue levels of the relemay be available in the product and which may be applied.			
2.	I have to acquaint myself with the legal requirements and that I have standards as set out therein.	e to comply with the		
3.	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.			
<ol> <li>Senwes shall be entitled to investigate compliance with these requirements and take samples for analysis at any time and at its discretion.</li> </ol>				
5.	<ol><li>Grain which does not comply with the requirements shall not be accepted and force majeure shall not apply in respect thereof.</li></ol>			
SIGNE	ED :			
PLACI	≣ : <u></u>			
DATE	:			