

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

	MARKETING SEA		SUNFLOWER TARIFFS	
1.	Storage and handling options and tariffs	Handling/Ton	Storage	Sundry/Admin costs
	01 March 2018 – 28 February 2019			
1.1.1	General Storage	R96.19 (Excl VAT)	R1.61 (Excl VAT) per ton per	
		R109.66 (Incl VAT)	day R1.84 (Incl VAT) per ton per day	
1.1.2	Season tariff:	R96.19 (Excl VAT) R109.66 (Incl VAT)	R185.15/Ton (Excl VAT) R211.07/Ton (Incl VAT)	
1.3	Deferred storage		Client has until 31 Oct 2018 to select a storage option	
1.4	Carry-over stock 1 March 2018		R1.61 (Excl VAT) per ton per day. R1.84 (Incl VAT) per ton per day with maximum of R185.15 (Excl VAT) R211.07 (Incl VAT)	
2.	Administration tariffs (01/04/2017 –			
	31/03/2018) - Change of instructions			R3.40 /Ton/ R64.75 minimum per transaction (Excl VAT) R3.88 /Ton/ R73.82 minimum per transaction
	- Sunflower transfers / consolidation			(Incl VAT)
	- Certificate conversion to other tariff options/Certificate cost of issue			R4.77/Ton/R83.57 minimum per transaction (Excl VAT) R5.44/Ton/ R95.27 minimum per transaction
	- Facilitation			(Incl VAT)
				R2.95/Ton/ R64.75 minimum per transaction (Excl VAT) R3.36/ Ton/R73.82 per transaction (Incl VAT)
				R5.18 / Ton up to 50 000 tonnes (Excl VAT) R5.91/Ton (Incl VAT) R4.14/ Ton 50 000 tonnes to 75 000 tonnes (Excl VAT) R4.72/Ton (Incl VAT) R3.50/Ton 75 000 tonnes to 100 000 tonnes (Excl VAT) R3.99/Ton(Incl VAT) R2.85/Ton 100 000 tonnes plus (Excl VAT) R3.25/Ton(Incl VAT)
3.	Sundry Tariffs (01/04/2017 – 31/03/2018)			
	- Weighing			R3.75 / Ton (Excl VAT) R4.28/Ton (Incl VAT)
				Minimum cost/consigment R48.62 (Excl VAT) R55.43(Incl VAT)
	- Bagging costs (bags excluded)			R 98.30 / Ton (Excl VAT) R112.06/ Ton (Incl VAT)

\* All tariffs are for sunflower produced in South Africa only. \* All prices, unless indicated differently, exclude VAT. However, VAT is payable

## **Notice**

Senwes Limited (Senwes) hereby gives notice of the storage options and tariffs which will apply for the 2017/2018 sunflower marketing year, which will commence on 1 March 2018.

This notice and circular must be read in conjunction with Senwes' standard storage conditions (available at all silos) and form the total agreement in terms of which you may make use of the storage facilities. Should any terms and conditions contained herein be contrary to the standard terms applicable to the storage of products, the provisions of this notice shall apply. Any options selected shall apply in respect of the relevant season only.

Senwes reserves the right to change any tariffs during the year should it be required by operational circumstances.

\* 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.

#### ALL TARIFFS EXCLUDE VAT (HOWEVER, VAT IS PAYABLE ON 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 season: Handling – R96.19/Ton (Excl VAT) R109.66/Ton (Incl VAT)

#### 2. STORAGE COSTS

#### 2.1 Day tariff – R1.61/Ton (Excl VAT) R1.84/Ton (Incl VAT)

This storage tariff is payable monthly, unless prior financing arrangements have been made with Senwes, in which case the sunflower will serve as security. The costs in respect of this tariff option shall be invoiced upon delivery or transfer of the sunflower to this option and shall be payable within 30 days of monthly statement, whereafter interest at the current **ABSA prime lending rate** shall be charged from the date upon which the amount was payable until date of payment.

#### 2.2 Season tariff:

#### 2.2.1 R185.15/Ton (Excl VAT) R211.07/Ton (Incl VAT)

The following volume discount shall be applicable in respect of the season tariff:

Tonnage	%	
2000 to 5000	7.5% of storage costs	
5000 and higher	10.0% of storage costs	

Please take note of the following amendments and additions:

- Volume discount shall be given at the end of the season.
- Volume discount shall only be applicable to oilseeds delivered or converted to season tariff.

# 2.2.2 The client shall <u>select his option in writing at the silo or at the Senwes head office</u> in order to make use of this option.

Invoicing shall take place within 7 (seven) days after the option has been exercised and the said invoice shall be payable within 30 (thirty) days of the date of the monthly statement, after which interest shall be charged at the current ABSA lending rate from the date upon which the amount was payable until date of payment.

Rights in terms of the season storage option shall not be transferable should the stock be transferred from one Buyer to another Buyer.

In the case of a Buyer's folio being converted to the buyer's financing folio, rights will be transferable.

**Pleae note:** When stock is transferred from a day tariff to season tariff, both tariffs shall apply as stipulated in the tariff document.

Clients are requested to plan properly in respect of storage choices since no credit shall be passed in respect of the season tariff if grain and oilseeds are sold or outloaded before the season tariff starts to apply.

Clients are request to plan properly in respect of storage choices since no credit shall be passed in respect of the season tariff if sunflower is sold or outloaded before the end of the season.

- 2.2.3 This option shall only apply in respect of sunflower held on a stock account. Should a client holding sunflower by virtue of a silo certificate (Safex or Senwes) wish to make use of this option, the silo certificate must be cancelled and the tonnage of sunflower must be placed on a stock account. The administrative costs for such a transfer amount to R4.77/Ton (Excl VAT) R5.44/Ton (Incl. VAT), subject to a minimum amount of R83.57 (Excl VAT) R95.27 (Incl. VAT) per transaction.
- 2.2.4 Silos where sunflower will be received

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

SILO	SILO
Allanridge	Ventersdorp
Arlington	Groenebloem
Attie	Hartbeesfontein
Bloemfontein	Heuningspruit
Bothaville	Hoogte
Brandfort	Koppies
Buckingham	Losdoorns
De Brug	Makokskraal
Enselspruit	Melliodora
Geneva	Middelvlei
Oberholzer	Mirage
Odendaalsrus	Mooigelee
Petrusburg	Vierfontein
Potchefstroom	Viljoenskroon
Protespan	Vredefort
Raathsvlei	Weiveld
Rooiwal	Welgelee
Schoonspruit	Werda

Schuttesdraai	Wesselsbron
Steynsrust	Willemsrust
Theunissen	Winburg
Tierfontein	Wolwehoek
Van Tonder	Gottenburg
Heilbron	Regina
Bultfontein	Henneman

# 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 fees will be deferred, unless determined differently in terms of the provisions of a specific option. Clients will be invoiced on 31 October 2018.

Should sunflower delivered on the deferred storage option be sold on or before 31 October 2018, the handling and accumulated storage fees as at date of the transaction will be accounted by Senwes and such fees will be payable before the sunflower is outloaded or before a silo certificate, as requested by the client, is issued.

Should the client neglect to select a storage option before 31 October 2018, a storage fee of R185.15/Ton (Excl VAT) R211.07/Ton (Incl. VAT) and the handling tariff, as referred to in paragraph 1, will automatically be charged. Payment must take place within 30 days of statement.

# 3. SAFEX TARIFF

The tariff relating to this option shall apply in respect of all sunflower held by virtue of a Safex silo certificate and shall be subject to the following additional terms of conditions. Clients must take note of the fact that the Safex tariff shall only apply at Safex silos registered for the receipt of sunflower:

- **3.1** The Safex tariff as published by Safex shall be charged automatically by the system from the date upon which the silo certificate is issued until the date upon which the certificate is tendered at Senwes.
- **3.2** Sunflower will not be outloaded before payment of all outstanding accumulated costs.
- **3.3** When a Safex silo certificate is requested and issued, the accumulated silo costs, in accordance with the silo cost option which applied until such date, must be paid before the certificate will be issued.
- **3.4** The client is entitled to, any any time and in consultation with Senwes, convert the Safex silo certificate tendered to client storage and to select other storage options which may apply. The administrative costs for such a conversion shall be R2.95/Ton (Excl VAT) R3.36/Ton (Incl. VAT), subject to a minimum amount of R64.75 (Excl VAT) R73.82 (Incl. VAT) per transaction.

# 4. SENWES SILO CERTIFICATES

- **4.1** The Senwes general storage tariffs as described in paragraph 2.1 shall be charged automatically 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, in accordance with the silo cost option which applied until such date, must be paid immediately before the certificate will be issued.

**4.3** The client is entitled to, at any time and in consultation with Senwes, convert the certificate tendered to client storage and to select other storage options which may apply. The administrative costs for the conversion will amount to R2.95/Ton (Excl VAT) R3.36/Ton (Incl. VAT), subject to a minimum amount of R64.75 (Excl VAT) R73.82 (Incl. VAT) per transaction.

#### Sunflower will not be outloaded before all outstanding accumulated costs are paid.

#### 5. CARRY-OVER STOCK

The storage tariff applicable to all sunflower 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 R185.15/Ton (excl VAT) and R211.07/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 sunflower 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 sunflower 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	
Sunflower	1 March 2018	

All carry-over sunflower held by virtue of silo certificates (SAFEX or Senwes) shall be stored at the appropriate tariff.

#### 6. DRYING COSTS

- 6.1 Sunflower which is not dried artificially shall be taken in at a maximum moisture content of 10%. The delivered sunflower mass shall be decreased to a moisture content of 9% upon delivery by making use of a moisture formula.
- 6.1.1 Senwes shall, from time to time and at its discretion, accept sunflower with a higher moisture percentage at **silos where drying and aeration facilities are available.** The sunflower will then be dried at the cost of the client, subject to the applicable mass adjustment for surplus moisture.
- 6.1.2 Moisture percentages of sunflower shall be determined by means of an industry acceptable standard moisture meter, calibrated according to the prescriptions and procedures of the manufacturer.
- 6.1.3 Comprehensive information regarding the availability of and requirements in respect of the drying facilities is available at the silo.

# 6.1.4 Senwes reserves the right to stop the receipt of wet sunflower should there be a surplus supply of wet sunflower and should drying capacity be insufficient.

After due consideration, Senwes has decided to accommodate clients by not charging drying costs in respect of sunflower with a moisture content of between 10.1% and 12.0%, subject to the availability of capacity/drying facilities at the silo concerned.

#### 6.2 The drying tariffs are as follows:

Moisture percentage	R per Ton	R per Ton
	Excl VAT	Incl VAT
10.1 – 11.0	R36.00	R41.04
11,1 – 12,0	R47.63	R54.30
12,1 – 12,5	R61.16	R69.72

\*All sunflower with a moisture content of more than 10.0% to be dried may only be withdrawn 15 working days after delivery if dry grain is available.

# 7 REMOVAL OF HARMFUL SEEDS

In order to assist the client with the cleaning of consignments, Senwes renders such a service at a tariff where facilities are available, **at the discretion of the silo manager**, at the published tariff.

Removing noxious seed is a time consuming task, which is high in risk and high cost.

#### • Screenings not returned to the client:

The cleaning tariff is charged and a mass-adjustment is made, as indicated below. **All material** below the 4,75mm round grid plus the foreign material 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	R84.70	R96.56
31 – 40	R181.50	R206.91
▶ 40	R665.50	R758.67

# 8 SUNFLOWER RECEIVED

#### 8.1 Physical losses

Sunflower is handled on a clean basis.

#### 8.2 Excess moisture

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

Product	Moisture %	
Sunflower	9.0%	

# 9 SUNFLOWER 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 sunflower 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 sunflower remain as retention stock to serve as security for the outstanding account.

## 10 SUNDRY TARIFFS

Sundry tariffs are regarded as being supportive to Senwes' sunflower 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) per consignment.
- 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 sunflower to be weighed but not offloaded.

#### 10.2 Bagging costs

Costs relating to the bagging of sunflower 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 sunflower

Any client who wishes to outload sunflower must give Senwes at least 10 working days notice of his intention to withdraw sunflower. No sunflower may be outloaded without the permission of Grainlink Silo Industry.

#### 11. <u>REMOVAL OF FOREIGN MATERIALS AND IMPURITIES</u>

Removal of foreign materials and impurities with a maximum of 12% will be received. Mass adjustments will be made on the clean basis principle.

# 12. ADMINISTRATIVE TARIFFS

#### DEFINITIONS

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

"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 sunflower, 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 sunflower.

"Producers" are individuals and/or entitities producing sunflower.

# 13. DIRECT RECEIPTS/DELIVERIES AT SILOS FOR BUYERS FROM OTHER PRODUCERS

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

# 13.1 DIRECT RECEIPTS

Transactions will be done as follows:

- Before sunflower can be received at a silo, the client wishing to deliver sunflower on his folio has to contact head office to ensure that a folio number is available for the receipt of sunflower. A folio number will start with "52\*\*\*\*\*" or 4\*\*\*\*\*".
- Should a client 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 sunflower procurer or silo manager.
- 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.

# 13.2 FACILITATION

#### Facilitation costs will be as follows:

- R4.84/Ton up to and including 50 000 tonnes
- R3.87/Ton 50 000 tonnes up to 75 000 tonnes
- R3.27/Ton 75 000 tonnes up to 100 000 tonnes
- R2.66/Ton 100 000 tonnes plus
- The buyer is entitled to information relating to stock receipts, orders, dispatches and balances.
- > 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.

# 13.3 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 sunflower on deferred storage.

- The same procedures as in the past will still be followed. The difference will be that the buyer will decide when the sunflower should be converted to the day or year storage option.
- As soon as sunflower is to be outloaded, Senwes has to be advised accordingly in order to ensure that the sunflower is placed on the correct folio number and to ensure that an instruction is issued.
- > The buyer can see the deliveries on a daily basis on "My Senwes".
- > Drying and cleaning costs will be debited against the buyer.
- The buyer's contract will be opened, using his delivery number. In other words, the number starting with "52\*\*\*\*" or 4\*\*\*\*\*.
- As soon as sunflower is to be outloaded, stock will be transferred to the "53\*\*\*\*\* folio number.
- > Day storage, handlng, silo and administrative costs are for the buyer's account.
- 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.
- Senwes is not liable for any damage in any case where the producer should decide not to deliver sunflower on the facilitation contract
- 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:

- Silo where delivery will take place.
- > Type of grain to be delivered, in this instance sunflower.
- > The producer's name and delivery number.
- > The tonnage to be delivered.

#### 13.4 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 shall be available once a month upon request.

# 13.5 STOCK TRANSFERS AND CONSOLIDATION OF STOCK

- Should a small quantity of stock of the buyer remain on a contract, Senwes may consider buying it at an agreed price.
- Transfer costs of stock from one client to another amount to R4.77/Ton (Excl VAT), R5.44/Ton (Incl VAT), 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 with such a request. Both parties must give permission for the transfer and must indicate which party will accept responsibility for the transfer costs. Documentation for this purpose is available at your nearest silo.
- Stock balances and/or dispatch information is available as described in point 2.

# 13.6 ELECTRONIC SILO CERTIFICATES

- > Cost of issuing an **Electronic silo certificate** amounts to:
  - 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;
  - ESC transaction costs as determined from time to time by ESC.
- Senwes Electronic Silo Certificates offer the following benefits, inter alia, without guaranteeing such benefits:
- Transfer of ownership will take place in a safe environment;
- Increased efficiency by means of improved controls, the elimination of the dispatch of silo certificates to clients as well as the cancellation of certificates;
- The risk of fraud is decreased;
- Real-time information is available;
- The Electronic Silo Certificate register facilitates record-keeping for clients and could even replace existing record-keeping systems of clients;
- The system is available to silo owners and all parties making use of silo certificates, including brokers, traders and processors;
- Costs relating to Senwes Electronic Silo Certificates: the producer/client is responsible for normal silo costs in respect of handling and storage;
- > Clients must register their unique pin numbers with ESC;
- Visit <u>www.silocert.co.za</u> for registration and further training.

# 13.7 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 sunflower is outloaded and/or ordered:
  - a) Buyer code, contract number and silo where sunflower is to be loaded;
  - b) Tonnage and grade;
  - c) Date of intended outloading;
  - d) Transporter's details. Fax transporter's particulars (name, vehicle registration number and identity 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: <u>senwesgrainstock@senwes.co.za</u>
- 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 without 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.
- 8. No claims for weight shortfalls will be considered when sunflower transported by road is 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 sunflower has been outloaded as yet, be changed on request of the client, such an amendment will be done free of charge. Should sunflower 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/Transport Karin Lombard • (018) 464 7519 senwesgrainstock@senwes.co.za

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

# 14. <u>FOOD SAFETY: FOOD HYGIENE</u>

14.1. 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 sunflower. Tarpaulins used must also be clean and insect free.

- 14.2 The client (producer or supplier) shall ensure and guarantee that:
  - The sunflower 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.

# 14.3 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.

**14.4** 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.

# 15. BLENDING OF SUNFLOWER

Senwes stores sunflower 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 sunflower at Senwes may only insist on the same type and quality of sunflower as described in the appropriate grading regulation and may only withdraw or market sunflower of a similar quality. Senwes reserves the right to return sunflower of a similar or better quality.

# 16. SUNFLOWER DELIVERY INSTRUCTION

- 16.1. No sunflower shall be received without a grain delivery instruction, duly completed and signed by the client.
- 16.2. Silo personnel may not sign a delivery instruction on behalf of the client.
- 16.3. Clients may not indicate an offer to sell sunflower or any requests in this regard on the delivery instruction and Senwes will take no note of such requests. Should clients wish to sell their sunflower 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 delivery and is printed on the reverse of the DELIVERY INSTRUCTION for the convenience of the produer.

The wording is indicated in the attached ANNEXURE 1.

CHEM	ICAL DECLARATION	Annexure 1	
I, the u	ndersigned,		
Initials	and surname:		
Name	of farm:		
Postal	address:		
Client	no.:		
	of the intention to deliver sunflower at the following Senwes silos:		
in the	note the application of <u>chemical substances and limitations in resp</u> e Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Ac able legislation.		
l am a	ware of the fact that:		
1.	Legal requirements apply in respect of the use of certain herbicides, other agricultural chemicals and the residue levels of the relevant 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.	8. 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.	<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	D :		
PLACE			
DATE	- · · · · · · · · · · · · · · · · · · ·		