

## **APPLICATION OF RULES**

These Trading Rules for the Purchase and Sale of Soybean Meal are to serve as a guide only for transactions. It is understood that the parties to such transactions are free to adopt, modify, or disregard any or all of these Trading Rules.

# ***TRADING RULES*** ***for the Purchase and Sale*** ***of*** ***SOYBEAN MEAL***

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# **Trading Rules for the Purchase and Sale of Soybean Meal**

## **RULE 1—GENERAL**

These Rules apply, when agreed to by Buyer and Seller, to the sale of soybean meal and the other products defined in Section 2 of Rule 2 of these Rules. The Rules are to serve as a guide only for transactions. It is understood that the parties to such transactions are free to adopt, modify or disregard these Rules.

### **Section 2. STANDARD CONTRACT PROVISIONS**

- a. It shall be the duty of both Buyer and Seller, not later than the close of the business day (defined for the purpose of these Rules as any day that the Chicago Board of Trade is scheduled to be open for the trading of agriculture) following the date of sale, to mail, telefax, or electronically mail with acknowledgement of receipt requested, each to the other, a written confirmation or contract, as agreed to by the parties. A contract should cover at least the following terms: names and locations of Buyer and Seller; date of contract; identity, specifications, and quantity of product; price (F.O.B., C.I.F., or other) and payment terms; shipping date(s) and shipping instructions; whether or not these Trading Rules are incorporated by reference in the contract; a statement that the contract constitutes the entire agreement between the parties to the contract; and, the signatures of the authorized agents of Buyer and Seller.
- b. Upon receipt of confirmations, the parties thereto shall check carefully all specifications stated therein and, upon finding any differences, shall immediately notify the other party to the contract by telephone, telefax, or electronic mail with acknowledgement of receipt requested and confirm in writing if by telephone, except in the case of manifest errors, differences of minor character, or both, in which case notice by return mail will suffice.

### **Section 3. QUOTATIONS.**

All quotations shall state quantity in tons, whether bulk, or if sacked, specify textile or paper, time of shipment, price, minimum percent protein guaranteed, and special billing, reference or routing if requested.

### **Section 4. TRADES THROUGH COMMISSION AGENTS OR BROKERS**

- a. When a trade is made through a commission agent or broker, it shall be the duty of said agent or broker, not later than the close of the business day following the day of sale, to send a written confirmation to each of the principals (to the Buyer a confirmation of purchase and to the Seller a confirmation of sale), setting forth the specifications of the trade as made for their account.
- b. Upon receipt of said confirmations from a commission agent or broker, the parties thereto shall carefully check all specifications stated therein and, upon finding any differences, shall immediately notify the agent or broker by telephone, telefax, or electronic mail with acknowledgement of receipt requested. In default of such notice the contract shall be billed in accordance with the terms of the confirmation issued by the agent or broker.
- c. The application of this section shall not relieve the Buyer or Seller of conformance with the requirements of Section 2 of this Rule.

## **RULE 2—QUALITY**

### **Section 1. STANDARD OF QUALITY**

- a. The standard of quality shall be the soybean meal of fair merchantable quality conforming to standard definitions and standard specifications of the Association, as set forth in these Trading Rules.
- b. Analysis shall be made in accordance with methods approved by the American Oil Chemists' Society (AOCS) in effect as of the date of the contract.

### **Section 2. STANDARD DEFINITIONS**

- a. Soybean Cake or Soybean Chips is the product after the extraction of part of the oil by pressure or solvents from soybeans. A name descriptive of the process of manufacture, such as "expeller," "hydraulic," or "solvent extracted" shall be used in the brand name. It shall be designated and sold according to its protein content.
- b. Soybean Meal is ground soybean cake, ground soybean chips, or ground soybean flakes. A name descriptive of the process of manufacture, such as "expeller," "hydraulic," or "solvent extracted" shall be used in the brand name. It shall be designated and sold according to its protein content.
- c. Soybean Mill Feed is the byproduct resulting from the manufacture of soybean flour or grits and is composed of soybean hulls and the offal from the tail of the mill. A typical analysis is 13% crude protein and 32% crude fiber, and 13% moisture.
- d. Soybean Mill Run is the product resulting from the manufacture of dehulled soybean meal and is composed of soybean hulls and such bean meats that adhere to the hull in normal milling operations. A typical analysis is 11% crude protein and 35% crude fiber, and 13% moisture.
- e. Soybean Hulls is the product consisting primarily of the outer covering of the soybean. A typical analysis is 13% moisture.
- f. Solvent Extracted Soybean Flakes is the product obtained after extracting part of the oil from soybeans by the use of hexane or homologous hydrocarbon solvents. It shall be designated and sold according to its protein content.

### **Section 3. STANDARD SPECIFICATIONS**

- a. Soybean Flakes and 44% Protein Soybean Meal are produced by cracking, heating, and flaking soybeans and reducing the oil content of the conditioned product by the use of hexane or homologous hydrocarbon solvents. The extracted flakes are cooled and marketed as such or ground into meal. Standard specifications are as follows:

Protein .....	Minimum 44.0%
Fat .....	Minimum 0.5%
Fiber .....	Maximum 7.0%
Moisture .....	Maximum 12.0%

- b. Soybean Flakes and High Protein or Solvent Extracted Soybean Meal are produced by cracking, heating, and flaking dehulled soybeans and reducing the oil content of the conditioned flakes by the use of hexane or homologous hydrocarbon solvents. The extracted flakes are cooled and marketed as such or ground into meal. Standard specifications are as follows:

Protein .....	Minimum	47.5%-49.0%*
Fat.....	Minimum	0.5%
Fiber .....	Maximum	3.3%-3.5%*
Moisture.....	Maximum	12.0%

(\*As determined by Buyer and Seller at time of sale)

- c. Any of the above meal products (listed in Section 3 above) may contain a non-nutritive inert, non-toxic conditioning agent to reduce caking and improve flowability, in an amount not to exceed that necessary to accomplish its intended effect and in no case to exceed 0.5% or 10 lbs. per ton by weight of the total meal product. The name of the conditioning agent must be shown as an added ingredient.

**Section 4. SAMPLING & ADJUSTMENT PROCEDURE**

- a. The official sample shall be taken at a point where it is representative of each loadout and retained by the Seller for sixty (60) calendar days from loadout for rail and forty (40) calendar days from loadout for trucks. All official meal samples shall be placed immediately in either (1) official NOPA meal sample bags; or, (2) airtight containers from which such samples shall be transferred into official NOPA meal sample bags as soon as practicable, but in no case later than 24 hours after loading of the shipment from which the samples were taken.

Upon request, a portion (at least eight (8) ounces) of the sample will be forwarded to the Buyer or Buyer’s designated laboratory within three (3) business days after the request is received. The sample should be identified with the following information:

- |  |  |
|--|--|
| i. Commodity                           | v. Shipping date                               |
| ii. Shipper’s name                     | vi. Invoice number or shipping document number |
| iii. Origin plant                      | vii. Destination plant                         |
| iv. Car number or truck identification |  |

- b. If the Buyer’s analysis of the official sample indicates quality deficiency, the Buyer will submit Buyer’s analysis and claim in writing. Within fifteen (15) business days after the receipt of the claim, Seller will accept claim or forward an eight (8)-ounce portion of the retained sample to a mutually agreeable Official Referee Laboratory and notify Buyer of such action. The results of this Official Referee Analysis will be binding upon both parties for final claim settlement and the expense of the analysis will be borne by the Seller if a claim is due and by the Buyer if no claim is due.
- c. Seller must pay claims, if any, within thirty (30) calendar days of reaching final agreement with Buyer. If Seller does not pay the claim within thirty (30) calendar days, Buyer shall be entitled to interest on the amount of the payment to be made at the rate of 1-1/2% per thirty (30)-calendar day period. A copy of the Official Referee Analysis shall accompany the documentation settling the claim.

## **Section 5. STANDARDS FOR REJECTION OF SHIPMENTS / ADJUSTMENTS FOR QUALITY**

- a. Moisture. Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the requirements above will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot testing 12.5% moisture or less based on official sample shall not be subject to rejection or penalty on account of moisture content. Penalty for excess moisture: two times delivered invoice bulk price for excess moisture from 12% to 13%, and 2-1/2 times delivered invoice for excess moisture above 13%.
- b. Fiber (44% Protein). Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the requirements above will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot testing 7.5% fiber (based on official sample adjusted to 12% moisture) or less shall not be subject to rejection or penalty on account of fiber content. When the amount of fiber exceeds 7.5% (based on official sample adjusted to 12% moisture), the shipment shall be discounted 1.0% out of the delivered invoice bulk price for each 0.1% fiber in excess of 7.0%.
- c. Fiber (High Protein or Dehulled). Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with requirements above will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot of high protein or dehulled soybean meal testing no more than 0.3% of fiber above the fiber specification (based on official sample adjusted to 12% moisture), shall not be subject to rejection or penalty on account of fiber content. When the amount of fiber exceeds specification by more than 0.3% (based on official sample adjusted to 12% moisture), the shipment shall be discounted 1.0% of the delivered invoice bulk price for each 0.1% fiber in excess of specification.
- d. Protein. Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the protein specification will be reshipped within five (5) business days following completion of negotiations without expense to the Buyer except, however, that any shipment or lot of soybean meal testing within 0.5% of protein below the protein specification (basis official sample moisture 12.0% or less; protein to be calculated on 12.0% moisture basis if official sample moisture exceeds 12.0%) shall not be subject to rejection or penalty on account of protein content. Protein deficiency claims shall be settled between the parties on the basis of two times the delivered invoice bulk price per unit of protein below specification and shall be calculated on the same moisture basis as for protein rejection.
- e. Claims shall be waived unless submitted in writing by the Buyer within thirty (30) calendar days after date of arrival of the shipment.
- f. The high protein soybean meal total claim on fiber and protein cannot exceed 8% of the invoice price for protein guaranteed 46% to 47.5%, and 10% of the invoice price for protein guaranteed 48% to 49%.

The total claim (per ton) for fiber and protein on 44% cannot exceed 15% of the delivered invoice price. If the claim exceeds the 15% limit, the Buyer has the right to reject the car within seven (7) calendar days from the date shipment was constructively placed, with freight for the account of the Seller.

- g. All claims should be settled on analysis rounded to the nearest tenth %. Fives (5's) are rounded up.

## **Section 6. SAMPLES**

In the event that Seller fails to take and process the origin sample in the officially prescribed manner, any representative destination sample taken by an Automatic Mechanical Sampler or a Pneumatic Probe Sampler (AOCS Official Method Ba 1-38) shall become the official sample. In the case of rail shipments a destination sample must be obtained within five (5) business days of constructive placement and prior to unloading. For purposes of this rule, “constructive placement” is considered destination delivery. The official procedure for sampling of Hopper and Box cars must be the Pneumatic Probe Sampler according to AOCS Method Ba 1-38, and sample shall be submitted to an official laboratory of the Association. The results of the analysis of the destination sample shall be binding on both parties for final settlement. The expense of such sampling and analysis shall be borne by the Seller if Seller failed to officially sample at origin.

## **Section 7. OFFICIAL REFEREE LABORATORIES**

Only those laboratories which are certified to NOPA by AOCS shall be considered Official Referee Laboratories for Soybean Meal and be listed in Appendix L to these Rules.

### **RULE 3—QUANTITY**

**Section 1.** Soybean meal for domestic consumption shall be sold on a net weight basis in tons. The unit of weight is the short ton (2,000 pounds).

**Section 2.** The contract shall state the specific number of tons sold, and shall be completed by shipping the exact number of tons unless otherwise arranged between Buyer and Seller.

#### **Section 3.**

- a. In completing round-lot rail contracts, Seller shall load cars to “minimum weight” as required by railroad regulations, unless specific instructions to the contrary shall have been given by Buyer, in which case Buyer shall be liable for excess freight.
- b. If the Seller loads a car in excess of minimum weight as required by railroad regulations without the specific approval of the Buyer, then Buyer shall not be obligated to pay more than the market price at time of shipment to the Buyer for the excess over the minimum weight.

### **RULE 4—TAXES**

Any taxes now or hereafter imposed by the United States (U.S.) Government or by any taxing body upon the manufacture, sale, transportation and/or use of soybean meal are for the account of Buyer.

### **RULE 5—TERMS**

**Section 1.** Unless otherwise specified at time of sale, terms of payment on soybean meal are to be net cash—sight draft, Bill of Lading attached.

**Section 2.** Seller reserves the right to restrict the terms of payment if, in Seller’s judgment, the financial responsibility of the Buyer does not warrant shipment on terms originally stated in contract.

**Section 3.** Failure to accept delivery of or pay for any portion of specified quantity of soybean meal covered by contract shall at Seller's option release Seller from making further deliveries. In case of default in payment of any invoice when due, the whole sum owed by the Buyer shall become due at once.

#### **RULE 6—TIME OF SHIPMENT**

**Section 1.** Loaded, spot, instant or "on track" shall mean that the soybean meal is actually loaded and ready for billing, and the Bill of Lading must be dated on the day of sale.

**Section 2.** On contracts covering specific quantities for shipment during the first half or second half of a given month, it shall be understood that up to midnight of the fifteenth (15th) calendar day shall be considered the first half (this including February), the remainder of the month to be considered as second half.

**Section 3.** On contracts covering specific quantities for shipment during a specified period, shipment is to be made during the month or months specified in the contract with no tolerance period allowed to Buyer.

**Section 4.** Unless otherwise agreed in the contract, all sales are understood to be for shipment at Seller's option at any time during period specified in contract.

**Section 5.** On contracts covering specific quantities for shipment during a specified period, the Buyer shall furnish specifications and shipping instructions to the Seller which must be actually received by the Seller on or before the eighth (8th) calendar day of the month during which shipment is wanted, to enable Seller to execute order within the period or periods specified in contract.

- a. On contracts made after the eighth (8th) calendar day of the month for delivery during that month, Buyer must furnish shipping instructions within three (3) business days of the date of the contract to enable Seller to execute order within period specified in contract.
- b. In the event Seller does not receive shipping instructions from Buyer on or before the eighth (8th) calendar day of the month, the Seller shall have thirty (30) calendar days from time of receipt of shipping instructions to make shipment.

**Section 6.** A change in specifications or shipping instructions previously filed with the Seller does not extend any contract, except upon mutual agreement at the time such change is requested.

**Section 7.** The date on the original Bill of Lading or truck loading document at point of origin shall be considered as the date of shipment, except that if the last day of contract period occurs on Saturday, Sunday, or legal holiday, the Seller shall not be deemed in default under these Trading Rules by reason thereof if the original Bill of Lading or truck identification document at the point of origin is dated the next business day. This section is not applicable to barge shipments.

#### **RULE 7—DEFAULTS**

**Section 1.** In the event that Buyer fails to furnish specifications and shipping instructions within the period or periods specified in contract, the Seller shall have the following discretionary rights, subject, however, to Seller notifying Buyer by telefax or electronic mail with acknowledgement of receipt requested within five (5) business days following the initial or extended contract period expiration, which right Seller elects to exercise under the contract:



- a. To resell soybean meal in the open market for Buyer's account, Buyer to pay Seller the difference between contract price and resale price; or,
- b. To retain soybean meal, Buyer to pay Seller difference between contract price and market price in the event of market price being lower; or,
- c. To cancel the contract on any unshipped portion thereof.

Seller's failure to give notice as provided in this Section shall constitute extension of that portion of contract in default for thirty (30) calendar days. Unless further extended by mutual agreement, the contract is null and void. In the case of a multiple period contract, those periods not in default also remain in effect.

**Section 2.** In the event that Seller fails to ship any portion of soybean meal during contract period, providing specifications and shipping instructions shall have been received in time to execute orders, Buyer shall have the following discretionary rights, subject, however, to Buyer notifying Seller by telefax or electronic mail with acknowledgement of receipt requested within five (5) business days following an initial or extended contract period expiration, which right Buyer elects to exercise under the contract:

- a. To cancel that part of the contract upon which there has been default; or,
- b. To buy in the open market a like quantity and quality of soybean meal for Seller's account, Seller to pay Buyer the difference between contract price and repurchase price; or,
- c. Seller to pay difference between the contract price and market price, if the market price is higher than the contract price.

Buyer's failure to give notice as provided in this Section shall constitute extension of that portion of the contract for thirty (30) calendar days. Unless further extended by mutual agreement, the contract is null and void.

**Section 3.** Failure on the part of Seller to deliver any installment of soybean meal or failure on the part of Buyer to furnish specifications and shipping instructions on any installment of soybean meal shall not be a breach of the entire contract, or affect any other contracts between Buyer and Seller.

## **RULE 8—WEIGHTS**

**Section 1.** Seller's official weights, as defined in Rule 8, Section 2, are to govern settlement.

**Section 2.** Seller shall furnish official weight certificate at point of origin on bulk shipments. Weights shall be considered official when weighing is done by a State Weighmaster, Board of Trade, Chamber of Commerce, or other recognized public or sworn weighmaster approved or licensed by the supervising organization or by the National Oilseed Processors Association. If Seller cannot furnish official weights at point of origin, Buyer shall have the right to have official weights taken at point of destination, which weights shall govern. Cost of obtaining official weights shall be for the account of the Seller. In no case shall use of marked tare weights or railroad weights be considered as official weights.

**Section 3.** In order to be approved for official NOPA weighing status or to issue official NOPA Weight Certificates, shipper of soybean meal must comply with the following:

- a. By June 30 and December 31 of each year shipper must furnish a Semi-Annual Scale Report (see Appendix E for sample form) to NOPA's Washington, D.C. Office, indicating type and capacity of the scale being used for weighing soybean meal shipments. Hopper scale minimum requirements shall meet the requirements of the National Institute of Standards and Technology Handbook 44 specifications, tolerances, and other technical requirements for weighing devices, and legal licensing authority for such devices.
- b. Attached to this Semi-Annual Scale Report must be a copy of a scale inspection issued by a qualified independent scale inspector within the six (6) months prior to each semi-annual reporting date. If any approved track, truck, or hopper scale is out of tolerance, NOPA will immediately withdraw official weight status. Tolerance under this Rule is defined as meeting the requirements of the National Institute of Standards and Technology Handbook 44 specifications, tolerances, and other technical requirements for weighing devices, and the legal licensing authority for such devices.
- c. Revised weighmaster oath forms must be submitted annually by September 30 of each year to NOPA's Washington, D.C. Office (See Appendix D for sample form).

**Section 4.** It shall be understood that all soybean meal packed in 100-pound bags shall be 100 pounds net weight when tendered for shipment. Seller shall not be liable for moisture loss or loss due to sifting and handling in transit.

#### **RULE 9—FREIGHT RATES**

Any increase or decrease in the published rail freight charges that become effective after contract is made shall be for the account of the Buyer, but only on freight charge changes applicable beyond the F.O.B. point stated in the contract.

#### **RULE 10—ROUTING**

Unless contract is drawn on the basis of specific routing, the Seller shall have the right to specify routing excepting delivering carrier, which shall be the option of the Buyer. Delivering carrier in this Rule shall be defined as the railroad making final delivery to Buyer's location.

#### **RULE 11—COMMISSION OR BROKERAGE**

Unless otherwise specifically agreed at time of sale, the Seller shall pay selling commission or brokerage to agent or broker consummating sale.

The selling commission is understood to have been earned when Seller accepts contract of sale, even though actual delivery may never be made. Commission will not be earned or paid when shipment is prevented by an act of the U.S. Government. Commission or brokerage shall not be considered due until delivery has been made, or contract otherwise disposed.

#### **RULE 12—BILLS OF LADING AND DEMURRAGE**

**Section 1.** Bills of Lading attached to drafts shall be original and negotiable and in conformity with the specifications of the contract on which the shipment is to apply, and shall be signed in accordance with the rules of carriers. Any loss resulting from irregular or incorrect Bills of Lading shall be paid by Seller.

**Section 2.** The Seller shall be liable for any demurrage, additional expense, or both, accruing on cars of soybean meal billed to "shipper's order," when such expense can be shown to have accrued by reason of

the inability of the Buyer, through act of Seller or agent, to get possession of the Bill of Lading whenever said Bill of Lading is necessary to furnish disposition. In the event of multiple sellers of the same shipment, it is understood that the final Seller to the Buyer shall be liable for this demurrage or additional expense. Seller is entitled to charge the local applicable demurrage rates on Seller's owned or leased equipment.

### **RULE 13—REGISTRATION**

On sales of soybean meal, the Seller guarantees that same shall comply with the laws of the state into which it is sold, including registration and tax, if any, unless otherwise stipulated at time of sale. All tax tags shall be for the account of Buyer.

### **RULE 14—ARBITRATION**

All controversies arising out of contracts made under these Trading Rules or the Breach thereof, unless amicably adjusted otherwise, shall be settled by final and binding arbitration in accordance with the rules, then obtaining, of the American Arbitration Association (AAA)\*, except to the extent modified herein, and judgment upon the award rendered may be entered in the highest court of the forum, state or Federal, having jurisdiction.

The arbitrators shall be appointed in the following manner: each party to the dispute shall appoint an arbitrator from a list to be prepared by AAA from the National Panel of Arbitrators. The arbitrator appointed by each party must be: (1) actively engaged in the buying or selling of oilseed products and have been so engaged for a minimum of five (5) years; or, (2) retired after at least five (5) years of active engagement in the buying or selling of oilseed products. The party-appointed arbitrators shall select from AAA's list a third arbitrator who meets the above requirement. If the party-appointed arbitrators fail to agree on a third arbitrator, AAA shall appoint a third arbitrator who meets the above requirement.

Arbitration proceedings may be consolidated at the discretion of the arbitrator or arbitration panel where such consolidation would tend to avoid unnecessary costs or delay or would assist in achieving a fair result.

\* For information regarding the services of the American Arbitration Association and a listing of its offices, contact AAA at: 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Tel.: 212.716.5800, Fax.: 212.716.5905, [www.adr.org](http://www.adr.org).

### **RULE 15—CONTINGENCIES**

If, in consequence of any act of God, fire, flood, wind, explosion, war, embargo (where not due to disabled party's act or negligence), civil commotion, sabotage, law, an act of government, or because of labor difficulties, the Seller shall be unable to ship or the Buyer unable to receive any soybean meal to be shipped under a contract existing between them, and if the disabled party delivers notice to the other of that fact within two (2) calendar days and, further, furnishes proof thereof within five (5) calendar days of receipt of the other's request, provided such request shall be made within a week after receipt of notice of disability, the parties shall have rights and duties as follows:

- a. The disabled party may defer shipments until the disability ceases, but not for more than thirty (30) calendar days next after the disability occurred.
- b. If at the end of the deferred period the parties to the contract have not arrived at an agreement, and a request for arbitration has not been filed by either party, and the disabled party has not delivered

notice that the disability has ceased, the party not disabled may cancel the contract, and the difference between the contract price and the market price at the close of business on the day the deferred period terminates shall be paid by the Buyer to the Seller if the market price is lower, and by the Seller to the Buyer if the market price is higher, whether the Seller or Buyer is the disabled party.

- c. If the parties do not agree that the contingency has delayed or will delay the execution of the contract, then the matter shall be arbitrated in accordance with Rule 14 of these Trading Rules by either party filing submission of the matter with the Clerk of the Tribunal of the American Arbitration Association having jurisdiction. If neither party files a demand for arbitration within sixty (60) calendar days from the date the contingency occurs, both parties shall be barred from recovering damages from the other.
- d. The foregoing Rule shall not apply in cases of shipments delivered to a carrier prior to the receipt of notice of the disabling event.

#### **RULE 16—MISCELLANEOUS**

- a. The full rights of Buyer, Seller, or both, under the contract and these Rules shall in no way be affected by omissions, increased privileges, or provisions inconsistent with or at variance with the provisions of these Rules, indicated or expressed in letters of credit against which partial or full payment is to be made.
- b. When the Seller, at the request of the Buyer, performs any services in connection with the contract beyond those required by the terms thereof, Seller shall be deemed to act as the agent of the Buyer in respect to the performance of such services, and Seller's responsibility to the Buyer shall be determined by the usual obligations of an agent to the principal.
- c. Contracts made subject to these Rules will be deemed made in the State of New York. The laws of the State of New York, without reference to the conflict of laws provisions, are to govern interpretation and enforcement of such contracts, and such laws, both case and statutory, are deemed incorporated in and made a part of these Rules as if set forth fully at length.

If, despite the exclusivity of remedy under the arbitration clause, a party seeks recourse in the courts to enforce or resist enforcement of such arbitration clause, such recourse will be sought solely in the state or Federal courts of the State of New York.

- d. Unless Buyer and Seller expressly agree to different terms and conditions at the time of the trade, the "Trading Rules for the Purchase and Sale of Soybean Meal" set forth above shall govern.

#### **RULE 17—BARGE SHIPMENTS**

##### **Section 1. BARGE, definition**

The word "barge" shall mean a covered barge commonly used for carrying bulk meal which without any tonnage reference shall have no tonnage or quantitative meaning insofar as these Rules apply.

##### **Section 2. QUANTITY, TOLERANCE, OVERFILLS AND UNDERFILLS**

Where the quantity of a contract of purchase or sale of barge meal is described as one or more barges specifying tonnage, the tonnage reference, whether preceded by the word "about" or not, shall become the mean quantity for purposes of establishing tolerances as described hereinafter.

In the absence of a clearly stipulated applicable tolerance in the statement of the quantity traded, it shall be understood that 2.0% more or 2.0% less than the mean quantity shall apply at contract price. A total tolerance of 10% (15.0% in the case of soybean mill feed, mill run and hulls) more or less than the mean quantity shall be permissible in the fulfillment of the contract; but if the tolerance is in excess of 2.0% more or less (5.0% in the case of soybean mill feed, mill run and hulls), then the full tolerance from the mean quantity shall be settled at the export market cash basis value at the close of the first business day following the Bill of Lading date of the last barge tendered, and the Chicago futures price shall be negotiated at the time the tolerance becomes known by both parties to the contract.

Overfills and underfills shall be settled on a basis over or under the futures month currently used for a majority of cash trades. To convert the basis the first business day following the Bill of Lading date of the last barge tendered to a basis relative to the futures month used for a majority of cash trades, the futures spread of the close of the first business day following the Bill of Lading date of the last barge tendered shall be used.

Settlement to be made on total mean contract quantity.

At no time shall the total tolerance exceed 750 tons.

Full origin Bill of Lading weight shall be applied in the fulfillment of the contract for the purpose of establishing tolerance.

For barges traded afloat or to arrive without specific weight, tolerance is to be established at basis of date of trade and futures at the close of the next business day.

### **Section 3. PRICE: C.I.F., F.O.B.**

a. For purposes of barge contracts, the term "C.I.F. NOLA" shall mean the price includes:

the cost of the soybean meal F.O.B. point of origin; plus cargo insurance; plus the cost of freight to within milepost 236 to milepost 55 on the Mississippi River.

b. For purposes of barge contracts, the term "delivered," followed by destination point shall mean the price includes:

the cost of the soybean meal F.O.B. point of origin; plus cargo insurance; plus the cost of freight to the destination point specified in the contract.

c. Whenever a contract is written involving the delivery of barge meal to a specified rate point in Seller's freight, whether the contract is written C.I.F. or delivered, it shall be the obligation of the Seller to furnish a cargo-insured Bill of Lading or a separate certificate of cargo insurance accompanied by the Bill of Lading.

d. Whenever a contract is written involving the delivery of barge meal to a specified rate point in Buyer's freight, whether the contract is written C.I.F. or delivered, it shall be the obligation of the Buyer to furnish barges covered by cargo insurance at all times.

e. Whenever a contract is written involving the sale of meal F.O.B. Buyer's barge, it shall be the obligation of the Buyer to furnish barges covered by cargo insurance at all times.

- f. Whenever a contract is written involving the sale of meal F.O.B. Seller's barge, it shall be the obligation of the Seller to furnish barges covered by cargo insurance at all times.

#### **Section 4. SELLER'S OBLIGATION**

The Seller's only obligation with respect to destination on a C.I.F. or delivered sale in Seller's barges is to furnish to Buyer a validated Bill of Lading ordering the barge to the rate point specified in the contract, but nothing in the Rule shall be construed as preventing the Buyer from seeking to divert the barge to other than the specified destination. The Buyer will be responsible for all additional charges which include diversion, shifting and freight charges. The Seller shall be notified of such diversion prior to unloading.

#### **Section 5. TIME OF SHIPMENT, FREE TIME**

- a. The date of a validated barge Bill of Lading consigning the shipment to the destination specified by the contract shall be the determining date for establishing time of shipment on the contract. The Buyer shall be entitled to all the free time on arrival at destination permissible by the carrier. Buyer shall be responsible for all port tollage, demurrages and other charges that may incur after barge arrives at destination.
- b. Applicability/Time of Shipment:
- i. Bill of Lading shall not predate notification of application by more than seven (7) calendar days.
  - ii. Barges may be applied Monday through Friday, holidays excepted, between the hours of 8 A.M. and 4 P.M. Central Time.
  - iii. In the event the barge has arrived in port prior to notification, Buyer shall be entitled to five (5) free calendar days commencing the first 7 A.M. Central Time following notification of application and any reconsignment or switching charges for account of Seller.
  - iv. When trading in the current month, no barge can be tendered with a Bill of Lading dated prior to the date of sale, unless otherwise specified.

#### **Section 6. EVIDENCE OF SHIPMENT**

Presentation of a validated Bill of Lading, an original weight certificate (official or unofficial), a certificate of cargo insurance where applicable, and any other loading documents required by the contract shall be evidence of shipment on a C.I.F. or delivered barge contract, and the Buyer shall be required to make payment in accordance with the terms of the contract.

#### **Section 7. RESTRICTIONS ON TYPE OF BARGES OR EQUIPMENT TENDERED**

No multiple compartment barge or equipment which cannot be unloaded by a marine leg or clamshell shall be tendered on contract without the specific consent of both the Buyer and Seller.

Seller must furnish Buyer a certificate of barge cleanliness and provide a statement of weather conditions during time of unloading.

## **Section 8. OFFICIAL WEIGHTS—BARGE**

Official barge weights shall be those obtained by weighing operators supervised by a weighmaster who is employed by a disinterested supervisory agency and documented by a certificate issued by such agency. Every official barge unload weight certificate shall also include the statement that all meal in the barge was unloaded and that no meal was left in the barge unless so stated on said certificate. Official weights shall mean the actual load or unload weight of only the contents of said barge. Scales used in determining these weights shall have been inspected at least semi-annually.

## **Section 9. OFFICIAL ANALYSIS**

- a. Seller shall furnish an official Certificate of Analysis which shall be final for each barge based on an official composite sample. An official NOPA method of sampling must be used at the point where the meal is actually loaded into the barge, and such sample will then be considered the official origin composite sample. Said sample must be mailed to an official referee laboratory within three (3) business days of the Bill of Lading date or, in the case of afloat/in-port barges, within three (3) business days of the date of sale with the following information:
  - i. Commodity
  - ii. Shipper's name
  - iii. Point of barge loading
  - iv. Barge #
  - v. Shipping date

A copy of the official Certificate of Analysis shall be sent directly to the Buyer from the official referee laboratory within three (3) business days of receipt of the sample. At that time, that analysis must be available upon request, by telephone, telefax, or electronic mail with acknowledgement of receipt requested, or mail to both Buyer and Seller.

- b. The Buyer has the right to request the Shipper to send another portion of the official origin sample to a mutually agreed-upon official referee laboratory for analysis, and that analysis will be binding on the transaction. The expense of this official referee laboratory analysis shall be for the account of the Buyer.
- c. The governing analysis on export barge shipments shall be on an "as is" basis, with no adjustment for moisture.

## **Section 10. SAMPLING AT ORIGIN**

- a. Buyer has a right to receive an origin sample within ten (10) business days of the Bill of Lading or the purchase date, whichever is later. If, after that time has elapsed, a sample is not received within three (3) business days of the first request by telephone, telefax, or electronic mail with acknowledgement of receipt requested, Buyer has a right to have a destination sample taken by the official NOPA method of sampling analyzed by an official referee laboratory of Buyer's choice, which shall then become the official analysis.
- b. Buyer may, if circumstances permit, at Buyer's option and at Buyer's expense, jointly participate with the Shipper, in the taking and reduction and sealing of the official sample at origin. It shall be the Buyer's obligation to determine the time of loading. The Shipper should make a reasonable effort to indicate to the Buyer the time of loading.

## **Section 11. RESPONSIBILITY FOR LOSS AT UNLOADING**

Shipper shall have the right to have a surveyor present at unloading. The Buyer should make a reasonable effort to indicate to the Shipper the time of unloading. It is the Shipper's responsibility to have the surveyor present at the time indicated by the Buyer for unloading. If loss of cargo shall occur through careless handling on the part of the Buyer or Buyer's contractual agent, Shipper shall not be responsible for such loss and may revert to origin weight.

## **Section 12. OFFICIAL DESTINATION WEIGHTS**

Unless otherwise specified, official destination weight certificates shall govern on each shipment. Official destination weight certificates are to be provided Seller by Buyer within sixty (60) calendar days after unloading. If not provided within sixty (60) calendar days, Seller shall have the option of declaring origin weights as governing on the shipment.

## **Section 13. SHIPMENT AT BUYER'S CALL**

Unless otherwise specified, all contracts shall consider shipment to be Buyer's call, with two weeks prior notice given to Seller. If notice is not given by the Buyer, the Seller shall consider the last day of the shipping period to be the date of shipment.

## **Section 14. RESPONSIBILITY FOR CONDITION**

- a. The original shipper shall be responsible for the condition of the meal up to the following, whichever occurs first:
  - i. five (5) business days subsequent to the arrival of the barge at destination (Milepost Fifty-Five (55) or North on the Mississippi River);
  - ii. commencement of unloading of the barge; or,
  - iii. inspection of the barge.
- b. If the barge is sold after reaching its destination (Milepost Fifty-Five (55) or North on the Mississippi River), the Seller, and each subsequent seller, will be responsible for the condition of the meal for five (5) business days following the date of each reconsignment.
- c. The Buyer will have until 4 P.M. Central Time, on the fifth business day following the date of arrival of the barge at destination, to notify the Seller of any out-of-condition cargo.
- d. If the Buyer under the provisions of subsections a, b and c of Section 14 declares a barge of meal infested, the Buyer will notify the Seller of the cost of fumigation. The Buyer will assume the responsibility to fumigate the barge at the mutually agreed expense of the Seller; alternatively, the Seller has the right to fumigate the barge within 24 hours at the Seller's expense. If, in the latter case, the Seller has not fumigated the barge within 24 hours, the Buyer may arrange for fumigation at the reasonable expense of the Seller. The barge cannot be rejected on account of infestation, and demurrage incurred shall continue for the account of the Buyer.

## **Section 15. PRICING**

Unless otherwise agreed, all unpriced contracts shall be priced at Buyer's option within the day's price range, while futures markets are open and tradeable, but in no case shall pricing order go beyond the



date of shipment, or the day before the first notice day of the contract futures month involved, whichever comes first.

## **Section 16. QUALITY CLAIM SETTLEMENTS**

For purposes of quality claim settlements, the final weight settlement value for the barge shall be used as the basis for settlement. Quality claims shall be presented to Seller within sixty (60) calendar days of unloading or receipt of origin Certificate of Analysis, whichever occurs later. If not presented within sixty (60) calendar days, claim shall be waived.

## **Section 17. STANDARDS FOR REJECTION OF SHIPMENTS /ADJUSTMENTS FOR QUALITY**

- a. Moisture: Unless otherwise adjusted between the parties, any soybean meal shipment which does not comply with standard moisture specifications (i.e., 12.5%) is subject to rejection, and will be reshipped within ten (10) business days following completion of negotiations without expense to the Buyer; except, however, that any shipment testing 13.5% or less, based on official sample, shall not be subject to rejection on account of moisture content.

Penalty for excess moisture: Excess moisture times C.I.F. Gulf Invoice Price.

- b. Fiber: Unless otherwise adjusted between the parties, any soybean meal shipment which does not comply with the standard fiber specifications set forth in the contract will be subject to rejection, and will be reshipped within ten (10) business days following completion of negotiations, without expense to the Buyer; except, however, that any shipment testing within 0.5% of total fiber guarantee or less shall not be subject to rejection on account of excess fiber (e.g., in case of 7.0% fiber, excess of 7.5% is basis for rejection).

When the amount of fiber exceeds the contract specifications (based on unadjusted, "as is" moisture), the shipment shall be discounted 0.1% of the C.I.F. Gulf price for each 0.1% of excess fiber.

- c. Protein: Unless otherwise adjusted between the parties, any soybean meal shipment which does not comply with protein guarantees in the contract will be reshipped within (10) business days following completion of negotiations, without expense to the Buyer; except, however, that any shipment of soybean meal testing within 1.0% of protein guarantee shall not be subject to rejection on account of protein deficiency.

Protein deficiencies shall be discounted 0.1% of the C.I.F. Gulf price for each 0.1% protein deficiency based on unadjusted ("as is") moisture.

## **Section 18. CONTROLLING PROVISIONS OF MEAL TRADING RULES**

Unless otherwise specified by Rule 17 (Barge Shipments), the provisions of the Meal Trading Rules shall control.

### **RULE 18—AMENDMENTS**

**Section 1.** These Trading Rules may be amended by a majority vote of the Board of Directors at any regular or special meeting, or by mail vote, electronic mail vote with acknowledgement of receipt requested, or telefax vote when authorized by the Board of Directors, providing the Soybean Meal Trading Rules Committee shall have first made such recommendation for amendment and a copy of such proposed changes submitted to each member of the Association at the time such meeting is called, or, if

by mail vote, electronic mail vote with acknowledgement of receipt requested, or telefax vote, in accordance with Section 2 of Article VIII of the Constitution of the Association.

**Section 2.** All amendments shall become effective October 1, after publication in the Trading Rules.

# APPENDICES TO TRADING RULES FOR THE PURCHASE AND SALE OF SOYBEAN MEAL

## APPENDIX A. OFFICIAL METHODS OF ANALYSIS

Testing methods as adopted by the American Oil Chemists' Society (AOCS) shall be used as the official methods of analysis, except as otherwise specified.

The method numbers listed below indicate the latest issue at the time of this publication. It behooves the user of these methods to make certain that the user has available and is following the latest version of each specific method.

MOISTURE	—AOCS Method Ba 2a-38
PROTEIN	—AOCS Method Ba 4f-00
CRUDE FIBER	—AOCS Method Ba 6-84
OIL	—AOCS Method Ba 3-38

The analysis for moisture content shall be performed in duplicate on the unground, as received, soybean meal sample.

A second analysis for moisture content and all other constituent analyses shall be performed in duplicate on the sample after grinding.

The average ground moisture content shall be used to convert the average constituent values to the average moisture content of the unground sample as received, and to a 12% moisture basis.

A signed and numbered AOCS Certificate of Analysis shall be used to report the average moisture and constituent values on an unground moisture basis and on a 12% moisture basis.

**APPENDIX B.**  
**SAMPLING OF SOYBEAN MEAL (AT ORIGIN)**

**1. Automatic Mechanical Sampler System**

- a. Sampling of soybean meal shall be done by an automatic mechanical sampler located in a spout or at the discharge of a belt conveyor, as appropriate. The sampler shall be designed to cut an increment from the entire cross section of the meal stream, perpendicular to the flow, at a location where the meal is flowing freely and at a uniform rate, in order to obtain the most representative sample of the meal flow. If the sampler is located in a spout, the spout slope must be 45 degrees or more from horizontal, and the flow must not be choked. When the diverter, or pelican, is stationary between cuts on either side of the meal stream, the opening shall be sealed to prevent dust from entering.
- b. The sampler system shall be located at a point beyond which no blending or addition to the product may be introduced prior to its being loaded, and at a point where it is representative of each loadout.
- c. The activation of the sampler shall be regulated by an adjustable timer. When the average meal-flow rate through the sampler is less than 800 tons per hour, a sample, or cut, shall be taken for every five (5) tons or less of meal flow. When the flow rate is between 800 and 1200 tons per hour, a sample shall be taken for every eight (8) tons or less of meal flow. When the flow rate is 1200 tons per hour or greater, a sample shall be taken for every twelve (12) tons or less of meal flow. A minimum of five (5) samples shall be taken during the loading of any one vehicle.
- d. The diverter opening for cross-cut samplers, and swing-type samplers in which the diverter moves about a horizontal shaft (where the entire length of the diverter opening passes through the stream at the same speed) shall be of uniform width in the range of 5/16" to 7/8". For rotary-type samplers, in which the diverter moves about a vertical shaft and passes through the stream similar to a swinging door (with the outer end of the diverter moving at a higher speed than the inner end), the diverter opening width shall be a minimum of 5/16" at the end nearest the pivot, and shall increase in width in proportion to the distance from the pivot point. In all cases, the diverter shall cut the meal stream at an average speed of approximately 100 feet per minute.
- e. The sample taken by the automatic sampler may be reduced in size by one or more mechanical dividers, but the reduced sample must still be representative of the meal passing the sampler. The accuracy of the divider shall be equal in performance to a Jones- or Boerner-type divider. To comply with contract specifications, the entire sample may be further reduced through a Jones- or Boerner-type divider or its equivalent, and then each portion of the sample must be placed in an official NOPA soybean meal sample bag (see Appendix M) and properly identified.
- f. An automatic sampler system manufactured and installed in accordance with the requirements stated in these Rules shall be considered "NOPA approved" upon completion of the following:
  - i. Written certification of the installation by the NOPA Designated Licensed Professional Engineer on NOPA Form UCI-1 (see Appendix F) stating that the automatic sampler and mechanical divider installation meets the requirements set forth under these Rules. Certifications in effect prior to January 1, 1985, are exempted from this requirement.
  - ii. Semi-annual written certification to NOPA by the operator of the origin loading facility that the sampler is in good working order and will be properly maintained and operated when an

official method of sampling under these Rules is required by the terms of the sales contract (Form SCO-2 (see Appendix G)).

iii. Receipt by NOPA of copies of the Designated Licensed Professional Engineer's certification (Form UCI-1 (Appendix F)), and subsequent operator's semi-annual certification (Form SCO-2 (Appendix G)). A copy of both of these forms shall be maintained by the operator of the facility and made available to users of the facility upon request.

g. Certification of Automatic Sampler Systems:

- i. Any new installation, modification or equipment replacement to the sampling system shall require on-site examination by the NOPA Designated Licensed Professional Engineer and written certification by the Engineer on Form UCI-1 (Appendix F).
- ii. An automatic sampler which was installed and certified on Form UCI-1 (Appendix F) prior to January 1, 1985, by a Corporate Officer of one of the following Automatic Sampler Manufacturers:

- |                                    |                      |
|------------------------------------|----------------------|
| (a) CEA Carter-Day Company         | Minneapolis, MN      |
| (b) Denver Equipment Div./Joy Mfg. | Colorado Springs, CO |
| (c) Gamet Manufacturing Company    | Minneapolis, MN      |
| (d) Gustafson Incorporated         | Dallas, TX           |
| (e) InterSystems, Inc.             | Omaha, NE            |

or by the NOPA Official Designated Licensed Professional Engineer and has not been modified since that date, are the only exceptions to the certification requirements in paragraph (i) above.

- h. In order to determine whether automatic samplers and mechanical dividers meet the requirements set forth in these Rules, manufacturers of these devices desiring preliminary approval shall submit detailed drawings of them to NOPA, well in advance of final sale and installation at a facility desiring NOPA certification. This will permit NOPA and NOPA's Designated Licensed Professional Engineer to evaluate the devices regarding their suitability for certification, and to act on approving them. The following automatic sampler manufacturers are exempt from this requirement by reason of their samplers and dividers having been previously approved:

- |   |                 |
|---|-----------------|
| (a) Gamet Manufacturing   | Minneapolis, MN |
| (b) Sentry Equipment Corp. (Gustafson Incorporated prior to Aug. 1, 2005) | Oconomowoc, WI  |
| (c) InterSystems, Inc.  | Omaha, NE       |

- i. Safe access to the sampler and divider should be provided.
- j. For information regarding availability of automatic samplers, contact NOPA's Washington, D.C. Office as follows:

National Oilseed Processors Association  
1300 L Street, NW, Suite 1020  
Washington, DC 20005-4168  
Tel.: 202.864.4365  
Fax.: 202.842.9126  
[www.nopa.org](http://www.nopa.org)

**NOTICE:** The NOPA Designated Licensed Professional Engineer is:

Projects, Inc.  
13308 West Hamilton Lane  
Fort Wayne, IN 46814  
Attention: David B. Smith, PE  
Tel: 260-450-6448  
E-mail: [smith.projects@outlook.com](mailto:smith.projects@outlook.com)

## **2. Pneumatic Probe Sampler (AOCS Official Method Ba 1-38)**

Sampler is an electric powered unit with 13,000 rpm, 7/8 Hp. Class 11, group G motor installed with a specially designed cyclone air pump and collection tank with bottom release shutter. Unit is approximately 44 inches long by 12 inches outside diameter. The probe consists of a series of sections of inner and outer tubes which can be assembled to reach the bottom of a truck, box car or hopper car. The bottom and outer tube is fitted with a steel, saw-tooth cutter blade for cutting through the meal. The outer tube is two inches in diameter and the inner tube, 1-1/4 inch diameter. The chamber formed between the two tubes delivers the air to convey the sample upward and through a reinforced plastic tube into the cyclone collection tank. A filter collects any fines in the sample. Any pneumatic probe sampler equivalent in performance to the InterSystems' device which is supplied by InterSystems, Inc., Omaha, Nebraska, will be satisfactory.

The use of the Pneumatic Probe Sampler applies only when the provisions of Rule 2-Quality, Section 6 (Samples) is applied to the Transaction.

## **3. Probe Sampler**

In the case of sacked shipment, the sample shall be taken from the sacks by any standard or approved grain trier of sufficient length to reach to the center of the sacks. Samples shall be drawn from as many individual sacks, selected at random through the lot, as will enable the sampler to obtain a representative sample of the entire lot. If sample is taken from stored sacked meal, and some of the sacks are inaccessible for sampling, then that fact should be noted on the sampling ticket. Such notation would indicate the number of sacks which the sample represented and the approximate number of inaccessible sacks.

**APPENDIX C.**  
**SAMPLING OF SOYBEAN MEAL**  
**(AT BARGE LOADING TRANSFER FACILITIES)**

**1. Automatic Mechanical Sampler System**

- a. Sampling of soybean meal shall be done by an automatic mechanical sampler located in a spout or at the discharge of a belt conveyor, as appropriate. The sampler shall be designed to cut an increment from the entire cross section of the meal stream, perpendicular to the flow, at a location where the meal is flowing freely and at a uniform rate, in order to obtain the most representative sample of the meal flow. If the sampler is located in a spout, the spout slope must be 45 degrees or more from horizontal, and the flow must not be choked. When the diverter, or pelican, is stationary between cuts on either side of the meal stream, the opening shall be sealed to prevent dust from entering.
- b. The sampler system shall be located at a point beyond which no blending or addition to the product may be introduced prior to its being loaded onto the barge, and at a point where it is representative of each loadout.
- c. The activation of the sampler shall be regulated by an adjustable timer. When the average meal-flow rate through the sampler is less than 800 tons per hour, a sample, or cut, shall be taken for every five (5) tons or less of meal flow. When the flow rate is between 800 and 1200 tons per hour, a sample shall be taken for every eight (8) tons or less of meal flow. When the flow rate is 1200 tons per hour or greater, a sample shall be taken for every twelve (12) tons or less of meal flow. A minimum of ten (10) samples shall be taken during the loading of any one barge.
- d. The diverter opening for cross-cut samplers, and swing-type samplers in which the diverter moves about a horizontal shaft (where the entire length of the diverter opening passes through the stream at the same speed) shall be of uniform width in the range of 5/16" to 7/8". For rotary-type samplers, in which the diverter moves about a vertical shaft and passes through the stream similar to a swinging door (with the outer end of the diverter moving at a higher speed than the inner end), the diverter opening width shall be a minimum of 5/16" at the end nearest the pivot, and shall increase in width in proportion to the distance from the pivot point. In all cases, the diverter shall cut the meal stream at an average speed of approximately 100 feet per minute.
- e. The sample taken by the automatic sampler may be reduced in size by one or more mechanical dividers, but the reduced sample must still be representative of the meal passing the sampler. The accuracy of the divider shall be equal in performance to a Jones- or Boerner-type divider. To comply with contract specifications, the entire sample may be further reduced through a Jones- or Boerner-type divider or its equivalent, and then each portion of the sample must be placed in an official NOPA soybean meal sample bag (see Appendix M) and properly identified.
- f. An automatic sampler system manufactured and installed in accordance with the requirements stated in these Rules shall be considered "NOPA approved" upon completion of the following:
  - i. Written certification of the installation by the NOPA Designated Licensed Professional Engineer on NOPA Form UCI-1 (see Appendix I) stating that the automatic sampler and mechanical divider installation meets the requirements set forth under these Rules. Certifications in effect prior to January 1, 1985, are exempted from this requirement.

- ii. Semi-annual written certification to NOPA by the operator of the barge loading transfer facility that the sampler is in good working order and will be properly maintained and operated when an official method of sampling under these Rules is required by the terms of the sales contract (Form SC-1 (see Appendix J)).
- iii. Receipt by NOPA of copies of the Designated Licensed Professional Engineer's certification (Form UCI-1 (Appendix I)), and subsequent operator's semi-annual certification (Form SC-1 (Appendix J)). A copy of both of these forms shall be maintained by the operator of the facility and made available to users of the facility upon request.

g. Certification of Automatic Sampler Systems:

- i. Any new installation, modification or equipment replacement to the sampling system shall require on-site examination by the NOPA Designated Licensed Professional Engineer and written certification by the Engineer on Form UCI-1 (Appendix I).
- ii. An automatic sampler which was installed and certified on Form UCI-1 (Appendix I) prior to January 1, 1985, by a Corporate Officer of one of the following Automatic Sampler Manufacturers:

- |                                    |                      |
|------------------------------------|----------------------|
| (a) CEA Carter-Day Company         | Minneapolis, MN      |
| (b) Denver Equipment Div./Joy Mfg. | Colorado Springs, CO |
| (c) Gamet Manufacturing Company    | Minneapolis, MN      |
| (d) Gustafson Incorporated         | Dallas, TX           |
| (e) InterSystems, Inc.             | Omaha, NE            |

or by the NOPA Official Designated Licensed Professional Engineer and has not been modified since that date, are the only exceptions to the certification requirements in paragraph (i) above.

- h. In order to determine whether automatic samplers and mechanical dividers meet the requirements set forth in these Rules, manufacturers of these devices desiring preliminary approval shall submit detailed drawings of them to NOPA, well in advance of final sale and installation at a facility desiring NOPA certification. This will permit NOPA and NOPA's Designated Licensed Professional Engineer to evaluate the devices regarding their suitability for certification, and to act on approving them. The following automatic sampler manufacturers are exempt from this requirement by reason of their samplers and dividers having been previously approved:

- |   |                 |
|---|-----------------|
| i. Gamet Manufacturing  | Minneapolis, MN |
| ii. Sentry Equipment Corp. (Gustafson Incorporated prior to Aug. 1, 2005) | Oconomowoc, WI  |
| iii. InterSystems, Inc.   | Omaha, NE       |

- i. Safe access to the sampler and divider should be provided.



- j. For information regarding availability of automatic samplers, contact NOPA's Washington, D.C. Office as follows:

National Oilseed Processors Association  
1300 L Street, NW, Suite 1020  
Washington, DC 20005-4168  
Tel.: 202.864.4365  
Fax.: 202.842.9126  
[www.nopa.org](http://www.nopa.org)

**NOTICE:** The NOPA Designated Licensed Professional Engineer is:

Projects, Inc.  
13308 West Hamilton Lane  
Fort Wayne, IN 46814  
Attention: David B. Smith, PE  
Tel: 260-450-6448  
E-mail: [smith.projects@outlook.com](mailto:smith.projects@outlook.com)



**1300 L Street, NW, Suite 1020**  
**Washington, DC 20005-4168**  
**Phone: 202.864.4365**  
**Fax: 202.842.9126**  
**Website: www.nopa.org**

## OFFICIAL WEIGHMASTER APPLICATION

DATE: \_\_\_\_\_

The candidates listed below are recommended for appointment as Official NOPA Weighmasters for the period of October 1, 2017 to September 30, 2018.

NAME (please type)	TITLE OF REGULAR JOB	SIGNATURE

By my signature above, I agree to comply with NOPA Weighmaster regulations listed on the reverse side and I certify that I have read the "Duties of a Weighmaster" printed on the reverse side.

Certifies the above candidate(s) are qualified to serve as NOPA Weighmasters and are covered by a minimum \$10,000 bond.

\_\_\_\_\_ Member Firm

\_\_\_\_\_ City and State

Return certificate(s) to:  
 Jeanne Seibert  
 1300 L Street, NW – Suite 1020  
 Washington, DC 20005  
[jseibert@nopa.org](mailto:jseibert@nopa.org)

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

### **NOPA Weighmaster Regulations**

1. Does not buy or sell soybeans, soybean oil or soybean meal for weighmaster's own account or jointly or otherwise for the account or on behalf of others, except for soybeans produced by Weighmaster.
2. Correctly and faithfully performs weighmaster's duties as a NOPA-appointed Official Weighmaster.
3. Agrees that NOPA may revoke weighmaster's designation as an Official Weighmaster at any time during the period of this agreement.
4. Is familiar with all operations in and around facility which might affect the accuracy of the weight to be covered by a NOPA official weight certificate.

### **Duties of a Weighmaster**

#### **Hopper Scales**

1. Check all equipment set for loading or unloading, noting any exceptions which would render empty equipment unfit for loading, in which case reject the equipment.
2. Check Garner and Scale to see that all operating components are functioning properly.
3. Check Scale for Zero routinely; check Scale for repeatability periodically.
4. See that product in loaded equipment is properly trimmed.
5. Check equipment for leaks after loading and report to carrier any leaks not readily repairable.
6. Ensure that all applicable sealing requirements have been met.
7. Check all conveyance, spouting, and receiving equipment between scale hopper and equipment, to be certain no leakage is involved.

#### **Platform and Track Scales**

1. Check all equipment set for loading or unloading, noting any exceptions which would render empty equipment unfit for loading, in which case reject the equipment.
2. Check Scale on regular intervals to see that it is gapped and properly operating.
3. Check Scale for Zero routinely; check Scale for repeatability periodically.
4. Ensure that product in loaded equipment is properly trimmed.
5. Check equipment for leaks after loading and report to carrier any leaks not readily repairable.
6. Ensure that all applicable sealing requirements have been met.
7. In freezing weather, ensure that dust guards are free and Scale is not frozen.

#### **Flow Meters**

1. Check all equipment set for loading or unloading, noting any exceptions which would render empty equipment unfit for loading, in which case reject the equipment.
2. Check flow meter to verify proper operation.
3. Check equipment for leaks after loading and report to carrier any leaks not readily repairable.
4. Ensure that all applicable sealing requirements have been met.
5. Check all conveyance, spouting, and receiving equipment between flow meter and equipment, to be certain no leakage is involved.



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 Washington, DC 20005-4168  
 Phone: 202.864.4365  
 Fax: 202.842.9126  
 www.nopa.org

**SEMI-ANNUAL SCALE &  
 FLOW METER REPORT**

DATE: \_\_\_\_\_

The \_\_\_\_\_ measuring device at \_\_\_\_\_  
 (plant identification or location of scale or flow meter) (company)

\_\_\_\_\_ plant is described below and is certified to  
 (city and state)  
 have been inspected as attested by the attached inspection report.

<input type="checkbox"/> Flow Meter: _____	A) INSTALLED
Type: _____	<input type="checkbox"/> Before December 1, 1979
Manufacturer: _____	<input type="checkbox"/> After December 1, 1979
Model: _____	B) Capacity per Dump: _____
Length: _____	C) Electronic: Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Truck Scale: _____	D) Manual: Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Track Scale: _____	Last Scale or Flow Meter Check: _____
<input type="checkbox"/> Hopper Scale: _____	(copy attached) (date)

By my signature, I certify that the above information is accurate and true. I also certify that the required Weighmaster Duties and Procedures have been reviewed with the Weighmaster approved by NOPA and continued compliance thereto confirmed.

**DISTRIBUTION**

*Email or Fax to:*  
 National Oilseed Processors Association  
 1300 L Street, NW  
 Suite 1020  
 Washington, DC 20005-4168

*Original:*  
 To be retained in your files

**SIGNED:** \_\_\_\_\_  
**NAME/TITLE:** \_\_\_\_\_  
**COMPANY:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_  
**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_

**NOTE:** This certification expires on: \_\_\_\_\_  
 Form for semi-annual recertification will be distributed by NOPA 30 days in advance of expiration of this certification.

F. CERTIFICATION OF INSTALLATION OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER (AT ORIGIN)



1300 L Street, N.W. Suite 1020  
 Washington, DC 20005-4168  
 www.nopa.org  
 202.864.4365 Phone  
 202.842.9126 Fax

**CERTIFICATION OF**  
 D Installation D Replacement Duct D Modification  
 (check all that apply)  
**OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER AT**  
 D Origin D Barge Loading Transfer Facility D Vessel Loading Facility

The automatic sampler and Jones or Boerner divider (or a mechanical dividing device equivalent or equal in performance to a Jones or Boerner divider) located at: \_\_\_\_\_  
 \_\_\_\_\_ company name  
 \_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip

have been personally inspected by a representative of this company and are hereby certified as having been properly designed and installed for the purpose intended (the sampling of soybean meal) under the rules of the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix B, "Sampling of Soybean Meal (at Origin)" or Appendix C, "Sampling of Soybean Meal (at Barge Loading Transfer Facilities)" or Appendix N (Soybean Meal Export Trading Rules), Section 3, "Sampling of Soybean Meal (at Vessel Loading Facilities)."

CONTACT PERSON AT LOCATION: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ phone  
 \_\_\_\_\_ name

Describe automatic sampler being certified:

\_\_\_\_\_  
 manufacturer's name name of sampler (descriptive)  
 \_\_\_\_\_  
 date installed address model number  
 \_\_\_\_\_  
 additional identification and descriptive notes

Describe automatic sampler being replaced:

\_\_\_\_\_  
 manufacturer's name name of sampler (descriptive)  
 \_\_\_\_\_  
 date installed address model number  
 \_\_\_\_\_  
 additional identification and descriptive notes

Describe mechanical dividing device being certified:

\_\_\_\_\_  
 manufacturer's name name of sampler (descriptive)  
 \_\_\_\_\_  
 date installed address model number  
 \_\_\_\_\_  
 additional identification and descriptive notes

Describe mechanical dividing device being replaced:

\_\_\_\_\_  
 manufacturer's name name of sampler (descriptive)  
 \_\_\_\_\_  
 date installed address model number  
 \_\_\_\_\_  
 additional identification and descriptive notes

By my signature, I certify that the above information is accurate and true.


Signed: \_\_\_\_\_ \*Name: \_\_\_\_\_  
 (DESIGNATED LICENSED PROFESSIONAL ENGINEER)  
 Title: \_\_\_\_\_ Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRIBUTION: White:** to owner of installation where installed  
**Gold and Yellow\*** to: National Oilseed Processors Association  
 1300 L Street, NW, #1020, Washington, DC 20005

**Pink:** for Designated Licensed Professional Engineer files  
**\*Yellow copy:** will be endorsed as filed by NOPA and returned to owner of installation

(For office use only) Received and filed: \_\_\_\_\_

G. SEMI-ANNUAL CERTIFICATION OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER (AT ORIGIN)

	<b>1300 L Street, N.W., Suite 1020</b> <b>Washington, DC 20005-4168</b> <b>Phone: 202.864.4365</b> <b>Fax: 202.842.9126</b> <b>www.nopa.org</b>	<b>SEMI-ANNUAL CERTIFICATION OF AUTOMATIC SAMPLER &amp; MECHANICAL DIVIDER AT ORIGIN</b>
---	---	--

DATE: \_\_\_\_\_

The automatic sampler and Jones or Boerner divider (or a mechanical dividing device equivalent or equal in performance to a Jones or Boerner divider) located at:

\_\_\_\_\_ company name \_\_\_\_\_

\_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

as more fully described below, are hereby certified as being in good working order and will be properly maintained and operated when an official method of sampling under these rules is required by the terms of the sales contract, in accordance with the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix B, "Sampling of Soybean Meal (At Origin)." (See full text on reverse of this form).

Describe automatic sampler being certified:

manufacturer's name	address
name of sampler (descriptive)	model number
date installed	
Additional identification and descriptive notes: _____	

Describe mechanical dividing device being certified:

manufacturer's name	address
name of sampler (descriptive)	model number
date installed	
Additional identification and descriptive notes: _____	

By my signature, I certify that the above information is accurate and true.

**DISTRIBUTION**

*Email to:*  
**National Oilseed Processors Association**  
**1300 L Street, NW**  
**Suite 1020**  
**Washington, DC 20005-4168**

*Pink:* for your files.

*\*Yellow copy will be endorsed as filed by NOPA and returned to you*

**SIGNED:** \_\_\_\_\_

**NAME/TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**NOTE:** This certification expires on: \_\_\_\_\_  
 Form for semi-annual recertification will be distributed by NOPA 30 days in advance of expiration of this certification.

For office use only  
 Received and filed: \_\_\_\_\_

**APPENDIX H.**  
**VOLUNTARY CHECKLIST FOR SEMI-ANNUAL CERTIFICATION**  
**OF SAMPLER AND DIVIDER (AT ORIGIN)**

Sampler Location \_\_\_\_\_ Inspector \_\_\_\_\_

Date \_\_\_\_\_ Plant \_\_\_\_\_

**OK**

1. Limit Switch Adjustment -  
Check to be sure that the switch is adjusted to the proper limits  
to avoid excess wear or damage. \_\_\_\_\_

2. TURN OFF MACHINE. USE LOCKOUT/TAGOUT BEFORE PERFORMING  
PREVENTIVE MAINTENANCE CHECK. DO NOT PUT YOUR HANDS OR  
HEAD IN THE SAMPLER WHILE IT IS RUNNING. \_\_\_\_\_

3. Chain Tension -  
The chain should be able to move a distance of the chain width between the  
drive and driven sprockets. \_\_\_\_\_

4. Lip or Pelican Seal -  
Look for tears or deformed seals. The seal should cover the opening in the  
pelican on both sides of sampler. They are usually made from carpet or rubber. \_\_\_\_\_

5. Pelican Opening -  
Check to be sure there is no debris or excessive wear. Check that the  
opening is at design tolerance. \_\_\_\_\_

6. Leakage -  
Check to be sure that all of the product runs through the sampler. Also  
check the sampler and sample tubes for leakage and lining wear. \_\_\_\_\_

7. Slip Clutch - (if applicable)  
Visually inspect the friction facings for wear, grease, moisture, or  
corrosion on the driving surface. \_\_\_\_\_

8. Lubrication -  
Check to be sure all grease zerks are lubricated and the proper oil level  
is maintained in the drives. Oil should be changed periodically. \_\_\_\_\_

9. Rotary Divider -  
Check to be sure that the divider is not plugged or restricted by debris.  
The oil level must be properly maintained. \_\_\_\_\_

10. Rotary Divider -  
Check the direction of the rotary divider every six (6) months. \_\_\_\_\_

11. Comments -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I. CERTIFICATION OF INSTALLATION OF AUTOMATIC SAMPLER  
& MECHANICAL DIVIDER (AT BARGE LOADING TRANSFER FACILITY)



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1020 Washington, DC  
20005-4168 www.nopa.org  
202.864.4365 Phone  
202.842.9126 Fax

**CERTIFICATION OF**  
D Installation D Replacement Duct D Modification  
(check all that apply)  
**OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER AT**  
D Origin D Barge Loading Transfer Facility D Vessel Loading Facility

The automatic sampler and Jones or Boerner divider (or a mechanical dividing device equivalent or equal in performance to a Jones or Boerner divider) located at: \_\_\_\_\_

company name

\_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip

have been personally inspected by a representative of this company and are hereby certified as having been properly designed and installed for the purpose intended (the sampling of soybean meal) under the rules of the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix B, "Sampling of Soybean Meal (at Origin)" or Appendix C, "Sampling of Soybean Meal (at Barge Loading Transfer Facilities)" or Appendix N (Soybean Meal Export Trading Rules), Section 3, "Sampling of Soybean Meal (at Vessel Loading Facilities)."

CONTACT PERSON AT LOCATION: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ name \_\_\_\_\_ phone

Describe automatic sampler being certified:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)

\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number

\_\_\_\_\_ additional identification and descriptive notes

Describe automatic sampler being replaced:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)

\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number

\_\_\_\_\_ additional identification and descriptive notes

Describe mechanical dividing device being certified:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)

\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number

\_\_\_\_\_ additional identification and descriptive notes

Describe mechanical dividing device being replaced:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)

\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number

\_\_\_\_\_ additional identification and descriptive notes

By my signature, I certify that the above information is accurate and true.

Signed: \_\_\_\_\_ \*Name: \_\_\_\_\_  
(DESIGNATED LICENSED PROFESSIONAL ENGINEER)

Title: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**DISTRIBUTION: White:** to owner of installation where installed  
**Gold and Yellow\*** to: National Oilseed Processors Association  
1300 L Street, NW, #1020, Washington, DC 20005

**Pink:** for Designated Licensed Professional Engineer files  
**\*Yellow copy:** will be endorsed as filed by NOPA and returned to owner of installation

(For office use only) Received and filed: \_\_\_\_\_



J. SEMI-ANNUAL CERTIFICATION OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER  
AT BARGE LOADING TRANSFER FACILITY



1300 L Street, N.W., Suite 1020  
Washington, DC 20005-4168  
Phone: 202.864.4365  
Fax: 202.842.9126  
www.nopa.org

SEMI-ANNUAL CERTIFICATION OF  
AUTOMATIC SAMPLER & MECHANICAL  
DIVIDER AT BARGE LOADING  
TRANSFER FACILITY

DATE: \_\_\_\_\_

The automatic sampler and Jones or Boerner divider (or a mechanical dividing device equivalent or equal in performance to a Jones or Boerner divider) located at: \_\_\_\_\_

company name

\_\_\_\_\_

address

city

state

zip

as more fully described below, are hereby certified as being in good working order and will be properly maintained and operated when an official method of sampling under these rules is required by the terms of the sales contract, in accordance with the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix C, "Sampling of Soybean Meal (At Barge Loading Transfer Facilities)." (See full text on reverse of this form.)

Describe automatic sampler being certified:

\_\_\_\_\_

manufacturer's name

\_\_\_\_\_

address

\_\_\_\_\_

name of sampler (descriptive)

\_\_\_\_\_

model number

\_\_\_\_\_

date installed

Additional identification and descriptive notes: \_\_\_\_\_

Describe mechanical dividing device being certified:

\_\_\_\_\_

manufacturer's name

\_\_\_\_\_

address

\_\_\_\_\_

name of sampler (descriptive)

\_\_\_\_\_

model number

\_\_\_\_\_

date installed

Additional identification and descriptive notes: \_\_\_\_\_

By my signature, I certify that the above information is accurate and true.

**DISTRIBUTION**

*Email to:*  
National Oilseed Processors Association  
1300 L Street, NW  
Suite 1020  
Washington, DC 20005-4168

*Pink:* for your files.

*\*Yellow copy will be endorsed as filed by NOPA and returned to you*

SIGNED: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

**NOTE:** This certification expires on: \_\_\_\_\_  
Form for semi-annual recertification and optional checklist will be distributed by NOPA 30 days in advance of expiration of this certification.

For office use only

Received and filed: \_\_\_\_\_

**APPENDIX K.**  
**VOLUNTARY CHECKLIST FOR SEMI-ANNUAL CERTIFICATION**  
**OF SAMPLER AND DIVIDER (AT BARGE LOADING TRANSFER FACILITY)**

Sampler Location \_\_\_\_\_ Inspector \_\_\_\_\_

Date \_\_\_\_\_ Plant \_\_\_\_\_

**OK**

1. Limit Switch Adjustment -  
Check to be sure that the switch is adjusted to the proper limits  
to avoid excess wear or damage. \_\_\_\_\_

2. TURN OFF MACHINE. USE LOCKOUT/TAGOUT BEFORE PERFORMING  
PREVENTIVE MAINTENANCE CHECK. DO NOT PUT YOUR HANDS OR  
HEAD IN THE SAMPLER WHILE IT IS RUNNING. \_\_\_\_\_

3. Chain Tension -  
The chain should be able to move a distance of the chain width between the  
drive and driven sprockets. \_\_\_\_\_

4. Lip or Pelican Seal -  
Look for tears or deformed seals. The seal should cover the opening in the  
pelican on both sides of sampler. They are usually made from carpet or rubber. \_\_\_\_\_

5. Pelican Opening -  
Check to be sure there is no debris or excessive wear. Check that the  
opening is at design tolerance. \_\_\_\_\_

6. Leakage -  
Check to be sure that all of the product runs through the sampler. Also  
check the sampler and sample tubes for leakage and lining wear. \_\_\_\_\_

7. Slip Clutch - (if applicable)  
Visually inspect the friction facings for wear, grease, moisture, or  
corrosion on the driving surface. \_\_\_\_\_

8. Lubrication -  
Check to be sure all grease zerks are lubricated and the proper oil level  
is maintained in the drives. Oil should be changed periodically. \_\_\_\_\_

9. Rotary Divider -  
Check to be sure that the divider is not plugged or restricted by debris.  
The oil level must be properly maintained. \_\_\_\_\_

10. Rotary Divider -  
Check the direction of the rotary divider every six (6) months. \_\_\_\_\_

11. Comments -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX L**  
**OFFICIAL REFEREE LABORATORIES FOR SOYBEAN MEAL**  
**(2017-2018 AOCS Certified Laboratories)**

**Admiral Testing Services, Inc.**

12111 River Rd.  
Luling, LA 70070  
USA  
+1-985-785-8302  
Renato M. Ramos

**ATC Scientific**

312 North Hemlock  
North Little Rock, AR 72114  
USA  
+1-501-771-4255  
Mike White, Brian Eskridge

**Barrow-Agee Laboratories, Inc.**

1555 Three Place  
Memphis, TN 38116  
USA  
+1-901-332-1590  
Michael Hawkins

**Carolina Analytical Services LLC**

17570 NC Hwy 902  
Bear Creek, NC 27207  
USA  
+1-919-837-2021  
Jennie Stewart, Brad Beavers

**Eurofins Nutrition Analysis Center**

2200 Rittenhouse St.  
Suite 150  
Des Moines, IA 50321  
USA  
+1-515-265-1461  
Ardin Backous, Kent Karsjens, Anders Thomsen, Keith Persons

**Hahn Laboratories, Inc.**

1111 Flora St.  
Columbia, SC 29201  
USA  
+1-803-799-1614  
Frank M. Hahn

**Intertek Agri Services**

2045 Lakeshore Dr., Suite 545

New Orleans, LA 70122

USA

+1 504-662-1420

Tuyen Mai

**K-Testing Laboratory, Inc.**

1555 Three Place Suite A

Memphis, TN 38116

USA

+1-901-332-1590

Edgar Tenent

**Thionville Laboratories, Inc.**

5440 Pepsi St.

Harahan, LA 70123

USA

+1-504-733-9603

Paul Thionville, Andre Thionville, Kristopher Williams

**Whitbeck Laboratories, Inc.**

441 Reinert Drive

Springdale, AR 72764 USA

+1-479-756-9696

Gordon Whitbeck

**APPENDIX M.**  
**OFFICIAL NOPA SOYBEAN MEAL SAMPLE BAG**

A four (4)-mil polyethylene bag, whirl-pak type, closure at top with flat wire tape and, if desired, heat seal; bag to be 5- to 5-1/2-inches wide by 12- to 12-1/2-inches long, tubular with heat seal at bottom or perimeter sealed on three sides with seal indented 1/8 inch from edges, nonsterile, NOPA logo and official sample statement printed across bottom six (6) inches of bag in NOPA brown ink (PMS-469). A minimum of five (5) folds is required before closing wire tabs. In addition, three (3) inches of 1/2"-wide "tamper resistant," white tape (No. 7380 Secure Mark) must be applied perpendicular to the fold and across the wire tabs on either end of bag closure. A gummed label must be affixed to the side of the bag opposite to the side which contains the NOPA logo. This label should not exceed four (4) inches in width and 4-1/2 inches in length and must contain information as required by either Rule 2, Section 4 or Rule 16, Section 9 of NOPA's Trading Rules for the Purchase and Sale of Soybean Meal, including the following as specified in the relevant Rule: commodity; shipper's name; origin plant/point of barge loading; barge/vessel/car #/truck ID; shipping date; invoice no. or shipping document no.; and, destination plant. Label may also include shipper's logo, NOPA logo, or both, if desired. This bag must be shipped in another pouch or box, not "as is."

For information regarding availability of Official NOPA Soybean Meal Sample bags, contact NOPA's Washington, D.C. Office as follows:

National Oilseed Processors Association  
1300 L Street, NW, Suite 1020  
Washington, DC 20005-4168  
Tel.: 202.864.4365  
Fax.: 202.842.9126  
[www.nopa.org](http://www.nopa.org)

**APPENDIX N. SOYBEAN MEAL EXPORT  
TRADING RULES**

Adopted April 20, 1979, Effective April 1, 1980  
Amended Nov. 1, 1984; Aug. 1, 1993; Aug. 1, 1995; Feb. 9, 2006

**1.  
Application of Rules**

This Appendix applies, when agreed to by Buyer and Seller, to soybean meal export transactions.

**2.  
Minimum Blending Procedures for Export Meal Blended at Ports**

Only soybean hulls, soybean mill run and soybean mill feed as defined in Rule 2, Section 2 of NOPA's Trading Rules for the Purchase and Sale of Soybean Meal may be blended with soybean meal prior to the point of automatic mechanical sampling.

The equipment and procedures used for blending must provide a blended meal of uniform quality representative of the sales contract terms immediately prior to the point of entry of the soybean meal into the hold of the vessel.

**3.  
Sampling of Soybean Meal  
(At Vessel Loading Facilities)**

**A. Automatic Mechanical Sampler System**

- i. Sampling of soybean meal shall be done by an automatic mechanical sampler located in a spout or at the discharge of a belt conveyor, as appropriate. The sampler shall be designed to cut an increment from the entire cross section of the meal stream, perpendicular to the flow, at a location where the meal is flowing freely and at a uniform rate, in order to obtain the most representative sample of the meal flow. If the sampler is located in a spout, the spout slope must be 45 degrees or more from horizontal, and the flow must not be choked. When the diverter, or pelican, is stationary between cuts on either side of the meal stream, the opening shall be sealed to prevent dust from entering.
- ii. The sampler system shall be located at a point beyond which no blending or addition to the product may be introduced prior to its being loaded onto the vessel, and at a point where it is representative of each loadout.
- iii. The activation of the sampler shall be regulated by an adjustable timer. When the average meal-flow rate through the sampler is less than 800 tons per hour, a sample, or cut, shall be taken for every five (5) tons or less of meal flow. When the flow rate is between 800 and 1200 tons per hour, a sample shall be taken for every eight (8) tons or less of meal flow. When the flow rate is 1200 tons per hour or greater, a sample shall be taken for every twelve (12) tons or less of meal flow. A minimum of ten (10) samples shall be taken during the loading of any one vessel.
- iv. The diverter opening for cross-cut samplers, and swing-type samplers in which the diverter moves about a horizontal shaft (where the entire length of the diverter opening passes through the stream at the same speed) shall be of uniform width in the range of 5/16" to 7/8". For rotary-type samplers, in which the diverter moves about a vertical shaft and passes through the stream similar

to a swinging door (with the outer end of the diverter moving at a higher speed than the inner end), the diverter opening width shall be a minimum of 5/16" at the end nearest the pivot, and shall increase in width in proportion to the distance from the pivot point. In all cases, the diverter shall cut the meal stream at an average speed of approximately 100 feet per minute.

- v. The sample taken by the automatic sampler may be reduced in size by one or more mechanical dividers, but the reduced sample must still be representative of the meal passing the sampler. The accuracy of the divider shall be equal in performance to a Jones- or Boerner-type divider. To comply with contract specifications, the entire sample may be further reduced through a Jones- or Boerner-type divider or its equivalent, and then each portion of the sample must be placed in an official NOPA soybean meal sample bag (see Appendix M) and properly identified.
- vi. An automatic sampler system manufactured and installed in accordance with the requirements stated in these Rules shall be considered "NOPA approved" upon completion of the following:
  - a. Written certification of the installation by the NOPA Designated Licensed Professional Engineer on NOPA Form UCI-1 (see Form a) stating that the automatic sampler and mechanical divider installation meets the requirements set forth under these Rules. Certifications in effect prior to January 1, 1985, are exempted from this requirement.
  - b. Semi-annual written certification to NOPA by the operator of the vessel loading facility that the sampler is in good working order and will be properly maintained and operated when an official method of sampling under these Rules is required by the terms of the sales contract (Form SCV-2 (see Form b)).
  - c. Receipt by NOPA of copies of the Designated Licensed Professional Engineer's certification (Form UCI-1 (Form a)), and subsequent operator's semi-annual certification (Form SCV-2 (Form b)). A copy of both of these forms shall be maintained by the operator of the facility and made available to users of the facility upon request.
- vii. Certification of Automatic Sampler Systems:
  - a. Any new installation, modification or equipment replacement to the sampling system shall require on-site examination by the NOPA Designated Licensed Professional Engineer and written certification by the Engineer on Form UCI-1 (Form a).
  - b. An automatic sampler which was installed and certified on Form UCI-1 (Form a) prior to January 1, 1985, by a Corporate Officer of one of the following Automatic Sampler Manufacturers:

(i) CEA Carter-Day Company	Minneapolis, MN
(ii) Denver Equipment Div./Joy Mfg.	Colorado Springs, CO
(iii) Gamet Manufacturing Company	Minneapolis, MN
(iv) Gustafson Incorporated	Dallas, TX
(v) InterSystems, Inc.	Omaha, NE

or by the NOPA Official Designated Licensed Professional Engineer and has not been modified since that date, are the only exceptions to the certification requirements in paragraph (a) above.

viii. In order to determine whether automatic samplers and mechanical dividers meet the requirements set forth in these Rules, manufacturers of these devices desiring preliminary approval shall submit detailed drawings of them to NOPA, well in advance of final sale and installation at a facility desiring NOPA certification. This will permit NOPA and NOPA's Designated Licensed Professional Engineer to evaluate the devices regarding their suitability for certification, and to act on approving them. The following automatic sampler manufacturers are exempt from this requirement by reason of their samplers and dividers having been previously approved:

- a. Gamet Manufacturing Minneapolis, MN
- b. Sentry Equipment Corp. (Gustafson Incorporated prior to Aug. 1, 2005) Oconomowoc, WI
- c. InterSystems, Inc. Omaha, NE

ix. Safe access to the sampler and divider should be provided.

x. For information regarding availability of automatic samplers, contact NOPA's Washington, D.C. Office as follows:

National Oilseed Processors Association  
1300 L Street, NW, Suite 1020  
Washington, DC 20005-4168  
Tel.: 202.864.4365  
Fax.: 202.842.9126  
[www.nopa.org](http://www.nopa.org)

**NOTICE:** The NOPA Designated Licensed Professional Engineer is:

Projects, Inc.  
13308 West Hamilton Lane  
Fort Wayne, IN 46814  
Attention: David B. Smith, PE  
Tel: 260-450-6448  
E-mail: [smith.projects@outlook.com](mailto:smith.projects@outlook.com)

#### 4.

#### **Weighing of Soybean Meal (At Vessel Loading Facilities)**

The scales located at a vessel loading facility shall be considered "NOPA approved" upon the completion of the following:

Semi-annual certification on a form provided by NOPA and shown as Form d of these Rules that the scales used in the weighing of soybean meal which is being transferred to a vessel have been inspected by an appropriate public or sworn weighmaster within the previous six (6)-month period. Form SCV-3.



a. CERTIFICATION OF INSTALLATION OF AUTOMATIC SAMPLER  
& MECHANICAL DIVIDER (AT VESSEL LOADING FACILITY)



1300 L Street, N.W. Suite 1020  
Washington, DC 20005-4168  
www.nopa.org  
202.864.4365 Phone  
202.842.9126 Fax

**CERTIFICATION OF**  
D Installation D Replacement Duct D Modification  
(check all that apply)  
**OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER AT**  
D Origin D Barge Loading Transfer Facility D Vessel Loading Facility

The automatic sampler and Jones or Boerner divider (or a mechanical dividing device equivalent or equal in performance to a Jones or Boerner divider) located at: \_\_\_\_\_

\_\_\_\_\_ company name  
\_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip

have been personally inspected by a representative of this company and are hereby certified as having been properly designed and installed for the purpose intended (the sampling of soybean meal) under the rules of the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix B, "Sampling of Soybean Meal (at Origin)" or Appendix C, "Sampling of Soybean Meal (at Barge Loading Transfer Facilities)" or Appendix N (Soybean Meal Export Trading Rules), Section 3, "Sampling of Soybean Meal (at Vessel Loading Facilities)."

CONTACT PERSON AT LOCATION: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ name \_\_\_\_\_ phone

Describe automatic sampler being certified:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)  
\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number  
\_\_\_\_\_ additional identification and descriptive notes

Describe automatic sampler being replaced:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)  
\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number  
\_\_\_\_\_ additional identification and descriptive notes

Describe mechanical dividing device being certified:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)  
\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number  
\_\_\_\_\_ additional identification and descriptive notes

Describe mechanical dividing device being replaced:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ name of sampler (descriptive)  
\_\_\_\_\_ date installed \_\_\_\_\_ address \_\_\_\_\_ model number  
\_\_\_\_\_ additional identification and descriptive notes

By my signature, I certify that the above information is accurate and true.

Signed: \_\_\_\_\_ \*Name: \_\_\_\_\_  
(DESIGNATED LICENSED PROFESSIONAL ENGINEER)

Title: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**DISTRIBUTION: White:** to owner of installation where installed  
**Gold and Yellow\*** to: National Oilseed Processors Association  
1300 L Street, NW, #1020, Washington, DC 20005

**Pink:** for Designated Licensed Professional Engineer files  
**\*Yellow copy:** will be endorsed as filed by NOPA and returned to owner of installation

(For office use only) Received and filed: \_\_\_\_\_

b. SEMI-ANNUAL CERTIFICATION OF AUTOMATIC SAMPLER & MECHANICAL DIVIDER  
AT VESSEL LOADING FACILITY



1300 L Street, N.W., Suite 1020  
Washington, DC 20005-4168  
Phone: 202.864.4365  
Fax: 202.842.9126  
www.nopa.org

SEMI-ANNUAL CERTIFICATION OF  
AUTOMATIC SAMPLER & MECHANICAL  
DIVIDER AT VESSEL LOADING FACILITY

RIG NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

The automatic sampler and Jones or Boerner divider (or a mechanical dividing device equivalent or equal in performance to a Jones or Boerner divider) located at: \_\_\_\_\_  
company name

\_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip

as more fully described below, are hereby certified as being in good working order and will be properly maintained and operated when an official method of sampling under these rules is required by the terms of the sales contract, in accordance with the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix N (Soybean Meal Export Trading Rules), Section 3, "Sampling of Soybean Meal (At Vessel Loading Facilities)." (See full text on reverse of this form).

Describe automatic sampler being certified:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ address \_\_\_\_\_

\_\_\_\_\_ name of sampler (descriptive) \_\_\_\_\_ model number \_\_\_\_\_

\_\_\_\_\_ date installed

Additional identification and descriptive notes: \_\_\_\_\_

Describe mechanical dividing device being certified:

\_\_\_\_\_ manufacturer's name \_\_\_\_\_ address \_\_\_\_\_

\_\_\_\_\_ name of sampler (descriptive) \_\_\_\_\_ model number \_\_\_\_\_

\_\_\_\_\_ date installed

Additional identification and descriptive notes: \_\_\_\_\_

By my signature, I certify that the above information is accurate and true.

**DISTRIBUTION**

*Email to:*  
National Oilseed Processors Association  
1300 L Street, NW  
Suite 1020  
Washington, DC 20005-4168

*Pink:* for your files.

*\*Yellow copy will be endorsed as filed by  
NOPA and returned to you*

SIGNED: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

NOTE: This certification expires on: \_\_\_\_\_  
Form for semi-annual recertification and optional checklist will be distributed by NOPA 30 days in advance of expiration of this certification.

For office use only  
Received and filed: \_\_\_\_\_

**c. VOLUNTARY CHECKLIST FOR SEMI-ANNUAL CERTIFICATION OF SAMPLER AND DIVIDER (AT VESSEL LOADING FACILITY)**

Sampler Location \_\_\_\_\_ Inspector \_\_\_\_\_

Date \_\_\_\_\_ Plant \_\_\_\_\_

**OK**

1. Limit Switch Adjustment -  
 Check to be sure that the switch is adjusted to the proper limits to avoid excess wear or damage. \_\_\_\_\_
2. TURN OFF MACHINE. USE LOCKOUT/TAGOUT BEFORE PERFORMING PREVENTIVE MAINTENANCE CHECK. DO NOT PUT YOUR HANDS OR HEAD IN THE SAMPLER WHILE IT IS RUNNING. \_\_\_\_\_
3. Chain Tension -  
 The chain should be able to move a distance of the chain width between the drive and driven sprockets. \_\_\_\_\_
4. Lip or Pelican Seal -  
 Look for tears or deformed seals. The seal should cover the opening in the pelican on both sides of sampler. They are usually made from carpet or rubber. \_\_\_\_\_
5. Pelican Opening -  
 Check to be sure there is no debris or excessive wear. Check that the opening is at design tolerance. \_\_\_\_\_
6. Leakage -  
 Check to be sure that all of the product runs through the sampler. Also check the sampler and sample tubes for leakage and lining wear. \_\_\_\_\_
7. Slip Clutch - (if applicable)  
 Visually inspect the friction facings for wear, grease, moisture, or corrosion on the driving surface. \_\_\_\_\_
8. Lubrication -  
 Check to be sure all grease zerks are lubricated and the proper oil level is maintained in the drives. Oil should be changed periodically. \_\_\_\_\_
9. Rotary Divider -  
 Check to be sure that the divider is not plugged or restricted by debris. The oil level must be properly maintained. \_\_\_\_\_
10. Rotary Divider -  
 Check the direction of the rotary divider every six (6) months. \_\_\_\_\_
11. Comments -  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

d. SEMI-ANNUAL CERTIFICATION OF SCALES AT VESSEL LOADING FACILITY

	1300 L Street, N.W., Suite 1020 Washington, DC 20005-4168 Phone: 202.864.4365 Fax: 202.842.9126 www.nopa.org	<b>SEMI-ANNUAL CERTIFICATION OF SCALES AT VESSEL LOADING FACILITY</b>
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DATE: \_\_\_\_\_

The scales installed by \_\_\_\_\_  
company name

\_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip

**AT: FIXED LOCATION** \_\_\_\_\_ **FLOATING RIG NAME** \_\_\_\_\_

are hereby certified as having been inspected by an appropriate public or sworn weighmaster within the previous six (6) month period (Date of Inspection \_\_\_\_\_) under the National Oilseed Processors Association's TRADING RULES for the Purchase and Sale of SOYBEAN MEAL, Appendix N (Soybean Meal Export Trading Rules), Section 4, "Weighing of Soybean Meal (At Vessel Loading Facilities)." (See full text on reverse of this form.)

NOTE: A copy of the inspection certificate must be enclosed with the semi-annual filing of this form.

By my signature, I certify that the above information is accurate and true.

**SIGNED:** \_\_\_\_\_

**NAME/TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

<b>DISTRIBUTION</b>
<i>Email to:</i> National Oilseed Processors Association 1300 L Street, NW Suite 1020 Washington, DC 20005-4168
<i>*Yellow copy will be endorsed as filed by NOPA and returned to you</i>

**NOTE:** This certification expires on: \_\_\_\_\_  
Form for semi-annual recertification will be distributed by NOPA 30 days in advance of expiration of this certification.

*For office use only*

*Received and filed:* \_\_\_\_\_