



NOPA's Trading Rules for the Purchase and Sale of SOYBEAN MEAL

MY 2023/24 (October 1, 2023 – September 30, 2023)

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APPLICATION OF NOPA'S TRADING RULES

The NOPA Trading Rules for the Purchase and Sale of Soybean Meal are to serve solely as a guide to facilitate the efficient negotiation and execution of domestic and export transactions. It is understood that the Buyer and Seller to such transactions are free to adopt, modify, or disregard these Trading Rules and Appendices as mutually agreed upon by both parties.

NOPA Trading Rules for the Purchase and Sale of Soybean Meal

As published, these Trading Rules, Appendices and Related Forms, as included herein, were officially reviewed by NOPA's Soybean Meal Trading Rules Subcommittee which includes buyer and seller representatives, and then approved for publication by NOPA's Board of Directors on September 6, 2023.

These rules have been reformatted by NOPA staff to improve utility and flow of information, and under guidance and advisement of NOPA members with input from the American Oil Chemists Society which annually certifies the NOPA Official Referee Laboratories and NOPA's Designated Professional Engineer. The terms and provisions included herein reflect current requirements, industry standards and common practices associated with the production and sale of soybean meal.

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NOPA Trading Rules for the Purchase and Sale of Soybean Meal

This document serves solely as a guide to facilitate the efficient negotiation and execution of domestic and export transactions. It is understood that the Buyer and Seller to such transactions are free to adopt, modify or disregard the NOPA Trading Rules, Appendices and Figures herein as mutually agreed upon by both parties.

RULE 1 – GENERAL PROVISIONS

These Rules apply, when agreed to by Buyer and Seller, to the sale of soybean meal as defined herein under Rule 2, Section 2.

Section 1. 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, in writing with acknowledgement of receipt requested, each to the other, a written confirmation or contract, as agreed to by the parties.
- B. 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.
- C. 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 in writing with acknowledgement of receipt requested and confirm in writing

Section 2. 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 3. 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 in writing 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 – PRODUCT QUALITY

Section 1. SOYBEAN MEAL DEFINITIONS

Product definitions and quality standards referenced herein are based on existing federal regulations and industry standards as prescribed by the U.S. Department of Agriculture, the U.S. Food and Drug Administration, the Association of Animal Feed Control Officials, and the American Oil Chemists Society. Presently, the governing body responsible for issuing the official definition of soybean meal is AAFCO.

For reference purposes, the official definitions for solvent extracted soybean meal, as published under *AAFCO 2022 Official Publication, Section 84 – Oilseed Products* are included herein:

- A. Soybean Meal, Solvent Extracted is the product obtained by grinding the flakes which remain after removal of most of the oil from soybeans by a solvent extraction process. It must contain not more than 7.0 % crude fiber. It may contain calcium carbonate or an anti-caking agent not to exceed 0.5 % as defined in section 87 (Special Purpose Products) to reduce caking and improve flowability. The name of the conditioning agent must be shown as an added ingredient. The words “Solvent Extracted” are not required when listing as an ingredient in a manufactured feed. (AAFCO 2022 OP § 84.61)
- B. Soybean Meal, Dehulled, Solvent Extracted is obtained by grinding the flakes remaining after removal of most of the oil from dehulled soybeans by a solvent extraction process. It must contain not more than 3.5 percent crude fiber. It may contain calcium carbonate or an anti-caking agent not to exceed 0.5 percent as defined in section 87 (Special Purpose Products) to reduce caking and improve flowability. The name of the conditioning agent must be shown as an added ingredient. When listed as an ingredient in a manufactured feed it may be identified as “Dehulled Soybean Meal.” The words “Solvent Extracted” are not required when listing as an ingredient in a manufactured feed. (AAFCO 2022 OP § 84.7)

Section 2. MEAL QUALITY

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. 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. [See Appendix A, Section 2]

Section 3. MEAL SPECIFICATIONS

All specifications can be modified based on agreements between buyer and seller.

Soybean Meal (as defined above under Rule 2, Section1)

Typical soybean meal product specifications are as follows:

Protein (Range)	44.0 – 49.0 %
Fat	0.5 %
Fiber (Maximum)	3.5 %
Moisture (Maximum)	12.0 %

In accordance with industry practices and as allowed under the 2022 AAFCO Official Publication, soybean meal products may also contain the following:

Flowability Agent (Maximum)	0.5% or 10 lbs per ton by weight of total product
Spent Bleach Clay (Maximum)	0.2% or 4 lbs per ton by weight of total product

Section 4. OFFICIAL MEAL SAMPLES & ADJUSTMENTS

- A. The official sample shall be taken at a point where it is representative of each loadout and retained by the Seller for 60 calendar days from loadout for rail and 40 calendar days from loadout for trucks. Official Meal Samples shall be placed immediately in either an official NOPA meal sample bag; or, in an airtight container 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.
- B. 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.
- C. The following label for the Official Loading Sample has been approved:

<u>SOYBEAN MEAL SAMPLE</u>
<i>Type:</i> [e.g., SOLVENT EXTRACTED (n-Hexane)]
<i>Seller:</i> [FIRM NAME]
<i>Origin Plant Location:</i> [CITY, STATE, COUNTRY]
<i>Mode ID:</i> [TANK CAR OR TRUCK NO.]
<i>Loading Date:</i> [MM/DD/YYYY]
<i>Shipment Date:</i> [MM/DD/YYYY]
<i>Buyer:</i> [FIRM NAME]
<i>Destination Plant Location:</i> [CITY, STATE, COUNTRY]

- D. 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.
- E. If the Buyer's analysis of the official sample indicates quality deficiency, the Buyer will submit Buyer's analysis and claim in writing. Within 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.
- F. Seller must pay claims, if any, within 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 1.5 percent per 30 calendar day period. A copy of the Official Referee Analysis shall accompany the documentation settling the claim.

Section 5. QUALITY ADJUSTMENT STANDARDS

Claims shall be waived unless submitted in writing by the Buyer within 30 calendar days after date of arrival of the shipment. All claims should be settled on analysis rounded to the nearest tenth percent. Fives (5's) are rounded up.

- 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 percent 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 percent, and 2.5 times delivered invoice for excess moisture above 13 percent.
- B. Fiber. 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 percent of fiber above the fiber specification (based on official sample adjusted to 12 percent 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 percent (based on official sample adjusted to 12 percent moisture), the shipment shall be discounted 1.0 percent of the delivered invoice bulk price for each 0.1 percent fiber in excess of specification.
- C. Protein. Unless otherwise adjusted between the parties, any soybean meal shipment or lot which does not comply with the protein specification as agreed upon between Buyer and Seller 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 percent of protein below the protein specification (basis official sample moisture 12.0 percent or less; protein to be calculated on 12.0 percent moisture basis if official sample moisture exceeds 12.0 percent) 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 (2x) the delivered invoice bulk price per unit of protein below specification. The soybean meal total claim on fiber and protein cannot exceed 8.0 percent of the invoice price for protein guaranteed as specified in the contract.

Section 6. SAMPLING EQUIPMENT & PROCEDURES

See the Appendices of these Trading Rules for additional instruction on sampling methodologies, procedures, and NOPA certification requirements for related equipment.

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 AOCS/NOPA Certified Laboratories shall be considered Official Referee Laboratories for Soybean Meal. See Appendix B of these Trading Rules for the list of Official Referee Laboratories.

RULE 3 - QUANTITY

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). 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.

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.

- 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 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

Unless otherwise specified at time of sale, terms of payment on soybean meal are to be net cash—sight draft, Bill of Lading attached. 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. 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 – RAIL AND TRUCK TIME OF SHIPMENT

Loaded, spot, instant or “on track” shall mean that the soybean meal is officially loaded and ready for billing, and the Bill of Lading must be dated on the day of sale. 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. Ownership of the soybean meal will transfer from Seller to Buyer in accordance with the INCOTERMS as specified in the contract. This section is not applicable to barge shipments.

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.

- A. 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 15th calendar day shall be considered the first half (this including February), the remainder of the month to be considered as second half.
- B. 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.
- C. 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.

- D. 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. 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.

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.

RULE 7 - DEFAULTS

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.

Section 1. SELLER'S DISCRETIONARY RIGHTS

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 in writing 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 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. BUYER DISCRETIONARY RIGHTS

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 in writing 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.

RULE 8 - WEIGHTS

Section 1. OFFICIAL WEIGHTS

Seller's official weights are to govern settlement. Seller shall furnish official weight certificate at point of origin on bulk shipments. If Seller cannot furnish official weights at point of origin on net contents of tank cars and tank trucks either by means of inside tank scales, track scales, truck scales or flow meters (gross, tare and net, if track or truck scale weights), Buyer shall have the right to have official weights taken at point of destination, which weights shall govern.

In no case shall railroad or marked tare weighing be considered as official weights. Cost of obtaining official weights shall be for the account of Seller.

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.

Weights shall be considered official when weighing is done by an official weighmaster either designated by a State's Weights & Measures Department or by the National Oilseed Processors Association. Further information about Official Weighmaster requirements and related reporting forms is provided under Appendix D of these Trading Rules.

Section 2. NOPA WEIGHMASTERS CERTIFICATION

To qualify individuals to serve as a NOPA Official Weighmaster, shippers of soybean meal must submit to NOPA the following written documentation:

A. Official Weighmaster Registration Form (Form OWR-2023)

Form OWR-2023 must be submitted by January 1 of each year to NOPA's Washington, D.C. office. If a weighmaster has been certified by a State, a copy of the State's certification document should be submitted in lieu of this NOPA form.

B. Annual Scale/Flow Meter Report (Form ASFMR-2023)

Form ASFMR-2023 must be submitted by January 1 of each year to NOPA's Washington, D.C. Office and indicate type and capacity of the scale being used for weighing soybean meal shipments. Hopper scale minimum requirements shall meet 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.

C. Soybean Meal Sampling Equipment Inspection Report (Form SBM-IR-2023)

Form SBM-IR-2023 must be issued by a qualified independent scale inspector within the six (6) months prior to NOPA's annual reporting deadlines and must be submitted along with the Annual Scale/Flow Meter Report. 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.

Shippers must retain copies of these documents and annually submit completed forms to NOPA's Washington, D.C. office. NOPA staff will issue recertification notices 30 days in advance of the reporting deadline.

Section 3. WEIGHT CLAIMS

Whenever a sale is made F.O.B. Buyer's destination, no allowance for shortage or damage will be made by Seller unless Buyer furnishes complete evidence, including railroad inspection report, so as to enable Seller to present complete claim to the carrier. Weight claims are to be filed as soon as possible, not more than 10 business days from rail car unloading date.

Section 4. VARIATION IN SHIPPING AND DESTINATION WEIGHTS

If the gross weight obtained at destination indicates a discrepancy in the official weights as supplied by the Seller, and inspection shows no indication of leakage in transit, then either party shall have the right to have the rail car reweighed in the presence of representatives of both Buyer and Seller, and the weights so determined shall be used for settlement.

Scales to be used for reweighing must be in good working order as supported by certificate of recent examination (within last six (5) months) by authorized examiner. If such certificate is not available, the scale must be tested in the presence of a representative of Buyer and Seller before the car is reweighed.

Cost of such weighing shall be for party requesting destination weights, unless the weights taken at destination indicate a discrepancy in excess of one (1) percent of the original invoice weight, in which case the fee for this work shall be charged to the account of the party against whom the decision results.

The Buyer shall report in writing with acknowledgement of receipt the discrepancy to the Seller within two (2) business days from date of receipt of car at Buyer's plant, and the Seller shall have two (2) business days after acknowledgement of receipt to advise the Buyer in writing with acknowledgement of receipt what action the Seller elects to take. If Seller elects to witness weighing of car, three (3) additional business days will be allowed for such action. In the absence of instructions from Seller, Buyer may proceed with obtaining official destination weights on the rail car, taken in the presence of a disinterested party; destination weights will then govern settlement.

So that Consignee can comply with this Section, the Seller shall immediately, after loading or weighing rail cars, forward a copy of the weight certificate, Bill of Lading, or invoice to Consignee's receiving plant.

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

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. DEMMURAGE

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:

AAA-ICDR New York Headquarters
120 Broadway, Floor 21 | New York, N.Y. 10271
Tel.: 212-716-5800 | Web: 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 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 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.
- D. 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.

- E. 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. 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

- A. Quantity 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.
- B. Tolerance In the absence of a clearly stipulated applicable tolerance in the statement of the quantity traded, it shall be understood that 2.0 percent more or 2.0 percent less than the mean quantity shall apply at contract price. A total tolerance of 10.0 percent (15.0 percent 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 percent more or less (5.0 percent 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.

Full origin Bill of Lading weight shall be applied in the fulfillment of the contract for the purpose of establishing tolerance. Settlement to be made on total mean contract quantity. At no time shall the total tolerance exceed 750 tons.

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.

- C. Overfills and Underfills 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.

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 the cost of 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 the cost of 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

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. Ownership of the soybean meal will transfer from Seller to Buyer upon receipt of Bill of Lading.

A. Applicability

- 1) Bill of Lading shall not predate notification of application by more than seven (7) calendar days.
- 2) Barges may be applied Monday through Friday, holidays excepted, between the hours of 8 A.M. and 4 P.M. Central Time.
- 3) 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.
- 4) 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.

B. Free Time – Barge Shipments of Soybean Meal

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.

Any notation of free time and demurrage for any mode of transport not specified in these rules shall be negotiated between the Buyer and Seller.

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 ANALYSIS FOR BARGE SHIPMENTS

- A. Seller shall furnish an official Certificate of Analysis which shall be final for each barge based on an official composite sample. The official origin composite sample must be taken following NOPA sampling procedures and using the appropriate equipment, as prescribed herein and within Appendix B of NOPA's Trading Rules for the Purchase and Sale of Soybean Meal. Said sample must be taken at time of loading and 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.
- B. All Bills of Lading should include, at a minimum, the following information:
 - 1) Product Description (Commodity)
 - 2) Shipper's Name (Company)
 - 3) Point of Barge Loading (Location)
 - 4) Barge # (ID)
 - 5) Shipping Date (From Point of Origin)
- C. 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, in writing with acknowledgement of receipt requested, to both Buyer and Seller.
- D. 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.
- E. The governing analysis on export barge shipments shall be on an "as is" basis, with no adjustment for moisture.

Section 9. SAMPLING AT ORIGIN

Buyer has a right to receive an origin sample within 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 in writing 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.

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 10. 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 11. 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 60 calendar days after unloading. If not provided within 60 calendar days, Seller shall have the option of declaring origin weights as governing on the shipment.

Section 12. 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 13. RESPONSIBILITY FOR CONDITION

- A. The original shipper shall be responsible for the condition of the meal up to the following, whichever occurs first:
 - 1) five (5) business days subsequent to the arrival of the barge at destination (Milepost 55 or North on the Mississippi River);
 - 2) commencement of unloading of the barge; or,
 - 3) inspection of the barge.
- B. If the barge is sold after reaching its destination (Milepost 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 included herein 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 14. 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 15. 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 60 calendar days of unloading or receipt of origin

Certificate of Analysis, whichever occurs later. If not presented within 60 calendar days, claim shall be waived.

Section 16. 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 percent) is subject to rejection, and will be reshipped within 10 business days following completion of negotiations without expense to the Buyer; except, however, that any shipment testing 13.5 percent 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 10 business days following completion of negotiations, without expense to the Buyer; except, however, that any shipment testing within 0.5 percent of total fiber guarantee or less shall not be subject to rejection on account of excess fiber (e.g., in case of 7.0 percent fiber, excess of 7.5 percent 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 percent of the C.I.F. Gulf price for each 0.1 percent 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 percent of protein guarantee shall not be subject to rejection on account of protein deficiency.

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

Section 17. CONTROLLING PROVISIONS OF NOPA TRADING RULES

Unless otherwise specified herein under Rule 17 - Barge Shipments, the provisions of all other Rules and related Appendices included in these Trading Rules shall control.

RULE 18 – AMENDMENTS

Section 1. PROCEDURES

These Trading Rules may be amended by a majority voice vote of the Board of Directors, with a quorum present, at any regular or special meeting held in-person by telephone or virtual conference call, when authorized by the Board of Directors, providing NOPA’s Soybean Meal Trading Rules Subcommittee shall have first made such recommendation, with input from NOPA’s Food/Feed Safety & Quality Advisory Group, as appropriate, for amendment.

To facilitate this process, NOPA’s Soybean Meal Trading Rules Committee shall meet annually to ensure

effectiveness and usefulness of these Trading Rules and address administrative issues related to the AOCS/NOPA Certified Labs Program and the related Annual NOPA Member Blind Soybean Meal Sampling Survey, as well as NOPA's Weighmasters & Equipment Certifications Program.

A copy of such proposed changes shall be submitted in writing with acknowledgement of receipt to each voting member of the Board of Directors at the time such a meeting is called in accordance with Section 2 of Article VIII of the Constitution of the Association.

Section 2. EFFECTIVE DATES

All amendments to these Trading Rules shall become effective after publication. Generally, NOPA's Trading Rules for Purchase and Sale of Soybean Meal are issued on October 1, annually, to align respectively with the marketing year for soybean meal.



NOPA's Trading Rules for the Purchase and Sale of SOYBEAN MEAL

APPENDICES

- A. NOPA Designated Professional Engineer, Official Methods of Analysis & NOPA Sample Bag Requirements
- B. Official NOPA Referee Laboratories (Updated Annually on October 1)
- C. Soybean Meal Sampling Procedures, Equipment Certification & Inspections
- D. NOPA Official Weighmaster Requirements, General Duties & Related Forms

APPLICATION OF NOPA'S TRADING RULES

This document serves solely as a guide to facilitate the efficient negotiation and execution of domestic and export transactions. It is understood that the Buyer and Seller to such transactions are free to adopt, modify or disregard these Trading Rules and Appendices herein as mutually agreed upon by both parties.

APPENDIX A. NOPA DESIGNATED PROFESSIONAL ENGINEER, OFFICIAL METHODS OF ANALYSIS & NOPA SAMPLE BAG REQUIREMENTS

Section 1. NOPA DESIGNATED LICENSED PROFESSIONAL ENGINEER

The NOPA Designated Licensed Professional Engineer is:

Kristopher S. Grant, PE
Senior Project Manager, Facilities Engineering
TLF Engineering
2901 W 86th St. #200
Indianapolis, IN 46268
Phone: 317-224-1500 ext. 445 | Direct: 317-224-0455
Email: kgrant@tlf-engineers.com

Section 2. 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.

	<u>AOCS METHOD</u>
Moisture	Ba 2A-38
Protein	Ba 4f-00
Crude Fiber	Ba 6-84
Oil	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.

Section 3. OFFICIAL NOPA SOYBEAN MEAL SAMPLE BAGS

A. Sample Bag Specifications

A four (4)-mil polyethylene bag, whirl-pack type, closure at top with flat wire tape or, if desired, heat seal; bag to be 5- to 5.5-inches wide by 12- to 12.5-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.

For wire tape sample bags, 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 4.0 inches in width and 4.5 inches in length and must contain information as required under NOPA's Trading Rules for the Purchase and Sale of Soybean Meal.

Sample bags must be shipped in another pouch or box, not "as is" and should include a label that contains the following information:

- (1) Commodity/product name;
- (2) Shipper's name;
- (3) Origin plant/point of transfer;
- (4) Barge/vessel/car #/truck ID;
- (5) Shipping date;
- (6) Invoice no. or shipping document no.; and,
- (7) Destination plant location.

Sample bag labels may also include shipper's logo, NOPA logo, or both, if desired.

B. NOPA Official Soybean Meal Sample Bag Suppliers

NOPA Official Soybean Meal Sample Bags are available for purchase from the following authorized packaging suppliers:

Custom Poly Packaging Inc.
3216 Congressional Parkway
Fort Wayne, IN 46808
Tel: 800-548-6603 | Tel: 260-483-4008
www.custompoly.com

Contact: Kim Schmidt
Email: kschmidt@custompoly.com

Whirl-Pak® Filtration Group
901 Janesville Avenue | P.O. Box 901
Fort Atkinson, WI 53538-0901
Tel: 512-516-1085
www.whirl-pak.com

Contact: Mary Myers
Email: mmyers@whirl-pak.com

APPENDIX B. NOPA OFFICIAL REFEREE LABS

The laboratories listed herein have been certified by the American Oil Chemists' Society (AOCS) to serve as NOPA Official Referee Laboratories under NOPA's Trading Rules for the Purchase and Sale of Soybean Meal from **October 1, 2023** through **September 30, 2024**.

Amspec LLC

12622 Highway 3
Webster, TX 77598 USA
+1-713-969-3177
Jacob Swanson: Jacob.Swanson@amspecgroup.com

ATC Scientific

312 North Hemlock
North Little Rock, AR 72114 USA
+1-501-771-4255
Scott Schuldt: sschuldt@atcscientific.com

Carolina Analytical Services LLC

17570 NC Hwy 902
Bear Creek, NC 27207 USA
+1-919-837-2021
Jennie Stewart: jenniebstewart@gmail.com
Brad Beavers: beaversbrad@gmail.com

Eurofins-Barrow-Agee Laboratories, Inc.

2120 Rittenhouse St., Suite B
Des Moines, IA 50321 USA
+1-901-581-3785
Amanda Self: mself@balabs.com

Eurofins Nutrition Analysis Center

2200 Rittenhouse St., Suite 150
Des Moines, IA 50321 USA
+1-515-265-1461
Kent Karsjens: kentkarsjens@eurofinsus.com
Alexandra Buttermore:
Alexandra.Buttermore@ft.eurofinsus.com

NOPA/AOCS Certified Laboratories

- ✓ Complete the Oilseed Meal series of the AOCS Laboratory Proficiency Program for one year prior to application
- ✓ Meet AOCS certified laboratory criteria and willingness to allow members of the AOCS Examination Board to inspect the laboratory facilities; and
- ✓ Include an AOCS Approved Chemist on staff for the analysis of oilseed meal

For more information about the AOCS/NOPA Lab Certification Program, please visit AOCS' website at:
[https://www.aocs.org/attain-lab-services/laboratory-proficiency-program-\(lpp\)/nopa/aocs-certified-labs?SSO=True](https://www.aocs.org/attain-lab-services/laboratory-proficiency-program-(lpp)/nopa/aocs-certified-labs?SSO=True)

Hahn Laboratories, Inc.

1111 Flora St.
Columbia, SC 29201 USA
+1-803-256-1417
Frank M. Hahn
f.hahn@hahnlaboratories.com

MasterLab/Trouw Nutrition Canada

4760 rue Martineau
St. Hyacinthe, QC J2R1V1 Canada
+1-450-501-9557
Helene Lachance:
Helene.Lachance@trounutrition.com

Thionville Laboratories, LLC

5440 Pepsi St.
Harahan, LA 70123 USA
+1-504-733-9603
Amanda Lewis: lab@thionvillenola.com

SGS North America, Inc.

151 James Drive W
Saint Rose, LA 70087 USA
+1 504-463-3320
Betty Paulose: bettymariejennifer.paulose@sgs.com

APPENDIX C. SOYBEAN MEAL SAMPLING PROCEDURES, EQUIPMENT CERTIFICATION & INSPECTION

Section 1. SAMPLING PROCEDURES

A. Automatic Mechanical Sampler Systems

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.

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.

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.

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.

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 B) and properly identified.

B. 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 (Sampling

Equipment & Procedures) is applied to the Transaction.

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.

Section 2. EQUIPMENT CERTIFICATION

Safe access to the sampler and divider should be provided to the NOPA Designated Professional Engineer, the Official Weighmaster and other facility personnel, as necessary, to comply with the provisions set forth herein.

A. Recordkeeping & Reporting Requirements

An automatic sampler system manufactured and installed in accordance with the requirements shall be considered “NOPA approved” as stated in these rules upon completion of the following forms¹:

1) Soybean Meal Sampling Equipment Certification Form (Form SBM-EC-2023)²

Written certification of the installation by the NOPA Designated Licensed Professional Engineer 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.

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 NOPA Sampling Equipment Certification Form.

2) Soybean Meal Sampling Equipment Inspection Report (Form SBM-IR-2023)³

Written certification of inspection by facility/equipment operator 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. This form must be issued by a qualified independent scale inspector within the six (6) months prior to NOPA’s annual reporting deadlines and must be submitted along with a copy of the Annual Scale & Flow Meter Report (Form ASFMR-2023).

Copies of these forms must be submitted annually to NOPA’s Washington, D.C. office. NOPA staff will issue recertification notices 30 days in advance of the reporting deadline. Facility operators must retain copies of these documents and make available upon request.

Additional recordkeeping and reporting requirements for NOPA Official Weighmasters are prescribed under Rule 8 of these rules.

B. Equipment Design

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’s

¹ See Appendix D, Section 3 of these rules.

² See Appendix D, Section 3 of these rules.

³ See Appendix D, Section 3 of these rules.

Designated Licensed Professional Engineer, well in advance of final sale and installation at a facility desiring NOPA certification, to that he/she may evaluate the devices regarding their suitability for certification, and to act on approving them accordingly.

C. Exemptions

Automatic samplers that were installed and certified by the NOPA Official Designated Licensed Professional Engineer or by a Corporate Officer of one of the following Automatic Sampler Manufacturers:

- CEA Carter-Day Company (Minneapolis, MN)
- Denver Equipment Div./Joy Mfg. (Colorado Springs, CO)
- Gamet Manufacturing Company (Minneapolis, MN)
- Sentry Equipment Corp.⁴ (Oconomowoc, WI)
- InterSystems, Inc. (Omaha, NE)

and that has not been modified since that date, are exempt from the certification requirements listed under Appendix C, Section 2 (A) above.

The following automatic sampler manufacturers are exempt from the equipment design requirements listed under Appendix C, Section 2 (B) above by reason of their samplers and dividers having been previously approved.

- Gamet Manufacturing (Minneapolis, MN)
- Sentry Equipment Corp.⁵ (Oconomowoc, WI)
- InterSystems, Inc. (Omaha, NE)

Section 3. EQUIPMENT

Safe access to the soybean meal sampling equipment should be provided to the NOPA Designated Professional Engineer, the Official Weighmaster and other facility personnel, as necessary, to comply with the provisions set forth herein.

A. Annual Scale & Flow Meter Report (Form: ASFMR-2023)⁶

Automatic samplers and mechanical dividers shall be considered “NOPA approved” following annual certification performed by NOPA Official Weighmaster and completion of the Annual Scale & Flow Meter Report demonstrating that the equipment used in the weighing of soybean meal have been inspected by an appropriate public or sworn weighmaster within the previous six (6)-month period

B. Scales Inspection Report for Vessel Loading Facilities (Form: SBM-VSIR-2023)⁷

Scales at vessel loading facilities shall be considered “NOPA approved” following annual certification performed by NOPA Official Weighmaster and completion of the Scale Inspection Report – Vessel Facilities Only form demonstrating that the scales used in the weighing of soybean meal being transferred have been inspected by an appropriate public or sworn weighmaster within the previous six (6)-month period.

Additional recordkeeping and reporting requirements for NOPA Official Weighmasters are prescribed under Rule 8 of these rules.

⁴ Formerly Gustafson Incorporated prior to Aug. 1, 2005.

⁵ Formerly Gustafson Incorporated prior to Aug. 1, 2005.

⁶ See Appendix D, Section 3 of these rules.

⁷ See Appendix D, Section 3 of these rules.

Section 4. GENERAL INQUIRIES

For further information about the NOPA Official Weighmasters & Equipment Certification Program requirements, please contact:

Jeanne Seibert, Office Administrator
National Oilseed Processors Association
1310 L Street, NW, Suite 375
Washington, DC 20005
Phone: 202.864.4365 | Email: jseibert@nopa.org

APPENDIX D. NOPA OFFICIAL WEIGHMASTER REQUIREMENTS, GENERAL DUTIES & RELATED FORMS⁸

Section 1. WEIGHMASTER REQUIREMENTS

To designate an individual to serve as an Official Weighmaster, companies must submit an Official Weighmaster Registration Form⁹ and the designated individual must:

- 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.
- Be 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.
- Correctly and faithfully perform the NOPA Official Weighmaster Duties as described under Section 2 below.
- Agree that NOPA may revoke an individual's designation as an Official Weighmaster at any time during the period of this agreement.

Section 2. GENERAL DUTIES

A. 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.

B. 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. 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. In freezing weather, see that dust guards are free and that the scale is not frozen.

C. 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.

Section 3. RELATED FORMS

⁸ The provisions outlined herein are also listed under NOPA Trading Rules for the Purchase and Sale of Soybean Oil as Appendix D (October 2022).

⁹ See Appendix D, Section 3.



**1310 L Street, NW, Suite 375
Washington, DC 20005-4168**
Phone: 202.864.4365
Website: www.nopa.org

OFFICIAL WEIGHMASTER REGISTRATION

DATE: _____

The candidates listed below are recommended for appointment as Official NOPA Weighmasters for the period of January 1, 20____ to December 31, 20____.

NAME (please type)	TITLE OF REGULAR JOB	SIGNATURE*

* By my signature above, I certify that I have read Appendix D of NOPA's Trading Rules for the Purchase and Sale of Soybean Oil, and I agree to comply with all provisions stated therein.

<p>_____</p> <p style="text-align: center;">Company Name</p> <p>_____</p> <p style="text-align: center;">City and State</p> <p>Certifies the above candidate(s) are qualified to serve as NOPA Weighmasters and are covered by a minimum \$10,000 bond.</p> <p style="text-align: center;">* * *</p> <p>Completed forms should be returned to:</p> <p style="text-align: center;">National Oilseed Processors Association c/o Jeanne Seibert 1310 L Street, NW, Suite 375 Washington, DC 20005 Email: jseibert@nopa.org</p>	<p>Form Submitted By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
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SOYBEAN MEAL SAMPLING EQUIPMENT CERTIFICATION

COMPANY: _____ DATE: _____

EQUIPMENT TYPE

- ☐ Automatic Sampler
- ☐ Mechanical Divider
*Jones, Boerner divider or mechanical
dividing devise equivalent or equal in
performance to Jones or Boerner divider*

DEVICE LOCATION

- ☐ At Origin
- ☐ Barge Transfer
- ☐ Vessel Loading

CERTIFICATION EVENT

- ☐ Installation
- ☐ Modification/Repair
- ☐ Replacement

The sampling equipment located at _____, as more
(Physical Address)

fully described below, has been personally inspected by a representative of this company and is hereby certified as having been properly designed and installed for the purpose intended and as prescribed by the NOPA Trading Rules for the Purchase and Sale of Soybean Meal and Appendices.

PLANT CONTACT: _____ TITLE: _____

PHONE: _____ EMAIL: _____

EQUIPMENT BEING CERTIFIED:	EQUIPMENT BEING MODIFIED/REPLACED:
Device Name:	Device Name:
Manufacturer & Model No.:	Manufacturer & Model No.:
Date of Installation:	Date of Installation:
Device Location:	Device Location:
Comments:	Comments:

The fields below should be completed by NOPA's Designated Licensed Professional Engineer.

- ☐ By checking this box, I certify that the information contained herein is accurate and true.

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY: _____

PHONE: _____

EMAIL: _____

**Please retain this form for your records and
submit a copy to:**

National Oilseed Processors Association
c/o Jeanne Seibert
1310 L Street NW, Suite 375
Washington, DC 20005-4168
Email: jseibert@nopa.org

FOR NOPA OFFICIAL USE

Form Received & Filed: _____



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ANNUAL SCALE & FLOW METER REPORT

COMPANY: _____ DATE: _____

The _____ measuring device located at
(Equipment Type/Device Name)

_____, as described below, has been inspected as
(Physical Address)

attested by the attached Equipment Inspection Report.

FLOW METER

Type: _____

Manufacturer: _____

Model: _____

SCALE LENGTH

Truck: _____

Track: _____

Hopper: _____

☐ Vessel: Soybean Meal Vessel Scale
Inspection Report Attached (Form VSIR-2023)

☐ Sampling Equipment Inspection Report
Attached (Form SBM-IR-2022)

A) Date of Installation:

☐ Before December 1, 1979

☐ After December 1, 1979

B) Capacity per Dump: _____

C) Electronic ☐ YES ☐ NO

D) Manual: ☐ YES ☐ NO

E) Date of Last Inspection: _____

☐ By checking this box, I certify that the above information is accurate and true and certify that the equipment identified herein has been maintained and operated in accordance with NOPA's Trading Rules for the Purchase and Sale of Soybean Meal and Appendices.

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY: _____

PHONE: _____

EMAIL: _____

**Please retain this form for your records and
submit a copy to:**

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Form Received & Filed: _____



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SOYBEAN MEAL SAMPLING EQUIPMENT INSPECTION REPORT

COMPANY: _____ DATE OF INSPECTION: _____

EQUIPMENT TYPE:

- ☐ Automatic Sampler
- ☐ Mechanical Divider (Jones, Boerner divider or mechanical dividing device equivalent or equal in performance to Jones or Boerner divider)

LOCATION:

- ☐ At Origin
- ☐ Barge Loading /Transfer
- ☐ Vessel Loading

RIG NAME: _____

The sampling equipment located at _____, as
(Physical Address)

more fully described below, has been inspected by a representative of this company and is hereby certified as being in good working order and being operated in accordance with NOPA's Trading Rules for the Purchase and Sale of Soybean Meal and Appendices.

Automatic Sampler	Mechanical Divider
Device Description/Name:	Device Description/Name:
Manufacturer & Model No.:	Manufacturer & Model No.:
Date of Installation:	Date of Installation:
Device Location:	Device Location:
Notes/Comments:	Notes/Comments:

- ☐ By checking this box, I certify that the information contained herein is accurate and true.

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY: _____

PHONE: _____

EMAIL: _____

Please retain this form for your records and submit a copy to:

National Oilseed Processors Association
c/o Jeanne Seibert
1310 L Street NW, Suite 375
Washington, DC 20005-4168
Email: jseibert@nopa.org

FOR NOPA OFFICIAL USE

Form Received & Filed: _____

A recent inspection report must be submitted along with the Annual Scale & Flow Meter Report (Form: ASFMR-2023).



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SOYBEAN MEAL SCALE INSPECTION REPORT

*** VESSEL LOADING ONLY ***

COMPANY: _____ DATE OF INSPECTION: _____

The scales installed at _____,
(Facility Address)

Fixed Location: _____ Floating Rig Name: _____

and as described herein are hereby certified as having been inspected by an appropriate public or sworn weighmaster within the previous six (6) months since date of last inspection and is hereby certified as being in good working order and will be operated in accordance with NOPA's Trading Rules for the Purchase and Sale of Soybean Meal and Appendices.

PLANT CONTACT: _____ TITLE: _____

PHONE: _____ EMAIL: _____

☐ By checking this box, I certify that the information contained herein is accurate and true.

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY: _____

PHONE: _____

EMAIL: _____

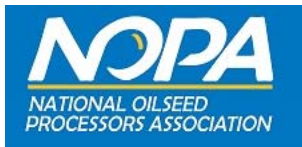
**Please retain this form for your records and
submit a copy to:**

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c/o Jeanne Seibert
1310 L Street NW, Suite 375
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Email: jseibert@nopa.org

FOR NOPA OFFICIAL USE

Form Received & Filed: _____

Soybean meal vessel loading facilities should submit this form along with
the Annual Scale & Flow Meter Report (Form: ASFMR-2023).



VOLUNTARY CHECKLIST FOR PERFORMING EQUIPMENT INSPECTIONS

PLANT ID/ LOCATION: _____

DATE OF INSPECTION: _____

INSPECTED BY: _____

EQUIPMENT LOCATION:

☐ AT ORIGIN

☐ BARGE/TRANSFER

☐ VESSEL

☐ **Limit Switch Adjustment**

Check to be sure that the switch is adjusted to the proper limits to avoid excess wear or damage.

☐ **Lock-Out/Tag-Out**

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.

☐ **Chain Tension**

The chain should be able to move the same distance as the chain width between the drive and driven sprockets.

☐ **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.

☐ **Pelican Opening**

Check to be sure there is no debris or excessive wear. Check that the opening is at design tolerance.

☐ **Leaks**

Check to be sure that all product runs through the sampler. Also check the sampler and sample tubes for leakage and lining wear.

☐ **Slip Clutch (if applicable)**

Visually inspect the friction facings for wear, grease, moisture, or corrosion on the driving surface.

☐ **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.

☐ **Rotary Divider**

Check to be sure that the divider is not plugged or restricted by debris. The oil level must be properly maintained.

☐ Check the direction of the rotary divider every six (6) months. Date of Last Inspection: _____

Comments:
