



**ITALIAN CONTRACT No. 36  
OF "A.C.C.S." OF GENOA**

**FOR OLEAGINOUS SEED, FRUIT AND GERM CAKES AND MEAL  
OF FOREIGN ORIGIN**

**- Free on truck and/or other vehicle -**

Effective since 1 SEPTEMBER 2002

Edited and printed by the ARBITRATION PANEL FOR THE  
CEREAL AND SEED TRADE OF GENOA

Prepared in .....on .....

**Seller:** .....

**Purchaser:** .....

**Broker:** .....

The following clauses, including the **"compromissory clause"**, establish the **particular conditions** of the contract, of which they form an integral part together with the attached "General conditions".

**Goods:** .....

**Quality:** .....

The cakes and meal are understood as compliant with current applicable law.

- Characteristics .....

- According to a "real" sample.....

- According to a "type" sample.....

**Condition:** good, sound and merchantable

**Quantity:** .....

**Delivery** .....

**Goods ex:** .....

**Packaging:** .....

**Price:** .....

**Payment:** .....

**Brokerage:** .....

**Particular conditions:** .....

.....

.....

.....

**Compromissory clause**

The Parties are committed to submitting any dispute that should arise with regard to the interpretation, validity, effectiveness or execution of this contract for resolution by means of contractual determination to informal arbitration, to be carried out in compliance with the Regulations of the Arbitration Panel for the Cereal and Seed Trade of Genoa, which the Parties declare to understand and accept.

## TOLERANCES AND ALLOWANCES

1. The regulation of any allowances shall be carried out based on the results of the ascertainments made by the Arbitration Panel for the Cereal and Seed Trade of Genoa on samples collected and sealed according to the above described methods and will be calculated to the extent established by this contract.
2. If the analysis verifies surpluses or shortages greater than what is indicated below, the Purchaser shall have the right to request arbitration to establish any additional allowances.

### - NORMAL SOYBEAN MEAL, OTHER MEALS AND CAKES

- **PROTEINS AND FATS** - When the sale is based on a content of combined proteins and fats, any shortages with respect to the contractual obligation shall be regulated as follows:

- for shortages of up to 1.00% = no allowance;
- for shortages between 1.01% and 2.00% = allowance of 1.00% for each 1.00% (fractions in proportion);
- for shortages between 2.01% and 3.00% = allowance of 2.00% for each 1.00% (fractions in proportion);
- for shortages between 3.01% and 5.00% = allowance of 3.00% for each 1.00% (fractions in proportion);

- **PROTEINS** - When the sale is based on a content of protein agreed upon separately, the tolerance and calculation of allowances is the same as what is described above.

- **CRUDE FIBRE** - Surpluses with respect to what is agreed upon in the contract, providing that it does not exceed 2 units, shall result in an allowance calculated based on 1.00% of the contract price up to the first surplus unit and 2.00% on the contract price up to the second surplus unit. Fractions are calculated in proportion.

- **FATS** - When the sale is based on a content of fats agreed upon separately, and if a maximum content is established, the surplus fractions, providing that they do not exceed the unit, shall result in a proportional allowance to be calculated based on 1.00% of the contract price. In the case of a minimum content, the shortages, providing that they do not exceed 2 units, shall result in an allowance of 1.00% of the contract price for each deficient unit. Fractions are calculated in proportion.

- **MOISTURE** - Surpluses with respect to the maximum established in the contract, providing that they do not exceed 2 units, shall result in an allowance to be calculated based on 1.00% of the contract price for each surplus unit. The right of refusal shall apply above two surplus units. Fractions are calculated in proportion.

- **UREASE ACTIVITY** - Unless otherwise agreed upon and under the strict condition that the contract between the Parties makes specific reference to urease activity, which is understood as between 0.05 and 0.23 – basic Kasey and Knapp method – with the application of the following allowance table:

- below 0.05 = 2.00% allowance;
  - between 0.05 and 0.23 = no allowance;
  - between 0.24 and 0.30 = 2.00% allowance;
  - between 0.31 and 0.40 = 4.00% allowance;
  - between 0.41 and 0.50 = 6.00% allowance;
- Above 0.50, right of refusal.

If the contract between the Parties foresees a minimum/maximum content, exceeding the said limit implies the right to refuse the goods.

### - PROTEIN SOYBEAN MEAL

- **PROTEINS AND FATS** - When the sale is based on a content of combined proteins and fats, any shortages with respect to the contractual obligation shall be regulated as follows:

- for shortages of up to 1.00% = no allowance;
- for shortages between 1.01% and 2.00% = allowance of 1.00% for each 1.00% (fractions in proportion);
- for shortages between 2.01% and 3.00% = allowance of 2.00% for each 1.00% (fractions in proportion);
- for shortages between 3.01% and 5.00% = allowance of 3.00% for each 1.00% (fractions in proportion);

- **PROTEINS** - When the sale is based on a content of protein agreed upon separately, the tolerance and calculation of allowances is the same as what is described above.

- **CRUDE FIBRE** - Any surpluses with respect to what is agreed upon in the contract shall be regulated as follows:

- for surpluses up to 0.25% = no allowance;
- for surpluses between 0.26% and 0.50% = allowance of 1.00% for each 1.00% (fractions in proportion);
- for surpluses between 0.51% and 1.00% = allowance of 2.00% for each 1.00% (fractions in proportion);
- for surpluses between 1.01% and 1.50% = allowance of 3.00% for each 1.00% (fractions in proportion);

- **FATS** - When the sale is based on a content of fats agreed upon separately, and if a maximum content is established, the surplus fractions, providing that they do not exceed the unit, shall result in a proportional allowance to be calculated based on 1.00% of the contract price. In the case of a minimum content, the shortages, providing that they do not exceed 2 units, shall result in an allowance of 1.00% of the contract price for each deficient unit. Fractions are calculated in proportion.

- **MOISTURE** - Surpluses with respect to the maximum established in the contract, providing that they do not exceed 2 units, shall result in an allowance to be calculated based on 1.00% of the contract price for each surplus unit. The right of refusal shall apply above two surplus units. Fractions are calculated in proportion.

- **UREASE ACTIVITY** - Unless otherwise agreed upon and under the strict condition that the contract between the Parties makes specific reference to urease activity, which is understood as between 0.05 and 0.23 – basic Kasey and Knapp method – with the application of the following allowance table:

- below 0.05 = 2.00% allowance;
  - between 0.05 and 0.23 = no allowance;
  - between 0.24 and 0.30 = 2% allowance;
  - between 0.31 and 0.40 = 4.00% allowance;
  - between 0.41 and 0.50 = 6.00% allowance;
- Above 0.50, right of refusal.

If the contract between the Parties foresees a minimum/maximum content, exceeding the said limit implies the right to refuse the goods.

## **- NORMAL SUNFLOWER MEAL**

- **PROTEINS AND FATS** - Tolerance without allowance = 1.00%;
- between 1.01% and 3.00% = allowance of 1.00% for each 1.00% (fractions in proportion);
- between 3.01% and 5.00% = allowance of 2.00% for each 1.00% (fractions in proportion);

- **PROTEINS** - When the sale is based on a content of protein agreed upon separately, the tolerance and calculation of allowances is the same as what is described above..

- **CRUDE FIBRE** - Tolerance without allowance = 1.00%;
- between 1.01% and 3.00% = allowance of 1.00% for each 1.00% (fractions in proportion);
- between 3.01% and 5.00% = allowance of 2.00% for each 1.00% (fractions in proportion);

- **FATS** - When the sale is based on a content of fats agreed upon separately, and if a maximum content is established, the surplus fractions, providing that they do not exceed the unit, shall result in a proportional allowance to be calculated based on 1.00% of the contract price. In the case of a minimum content, the shortages, providing that they do not exceed 2 units, shall result in an allowance of 1.00% of the contract price for each deficient unit. Fractions are calculated in proportion.

- **MOISTURE** - Surpluses with respect to the maximum established in the contract, providing that they do not exceed 2 units, shall result in an allowance to be calculated based on 1.00% of the contract price for each surplus unit. The right of refusal shall apply above two surplus units. Fractions are calculated in proportion.

## **- PROTEIN SUNFLOWER MEAL**

- **PROTEINS AND FATS** - Tolerance without allowance = 1.00%;
- between 1.01% and 2.00% = allowance of 1.00% for each 1.00% (fractions in proportion);
- between 2.01% and 5.00% = allowance of 2.00% for each 1.00% (fractions in proportion);

- **PROTEINS** - When the sale is based on a content of protein agreed upon separately, the tolerance and calculation of allowances is the same as what is described above..

- **CRUDE FIBRE** - Tolerance without allowance = 0.50%;
- between 0.51% and 1.50% = allowance of 1.00% for each 1.00% (fractions in proportion);
- between 1.51% and 2.51% = allowance of 2.00% for each 1.00% (fractions in proportion);

- **FATS** - When the sale is based on a content of fats agreed upon separately, and if a maximum content is established, the surplus fractions, providing that they do not exceed the unit, shall result in a proportional allowance to be calculated based on 1.00% of the contract price. In the case of a minimum content, the shortages, providing that they do not exceed 2 units, shall result in an allowance of 1.00% of the contract price for each deficient unit. Fractions are calculated in proportion.

- **MOISTURE** - Surpluses with respect to the maximum established in the contract, providing that they do not exceed 2 units, shall result in an allowance to be calculated based on 1.00% of the contract price for each surplus unit. Fractions are calculated in proportion. The right of refusal shall apply above two surplus units.