

HAMBURGER GETREIDEBÖRSE

DER VORSTAND

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Additional Rules to the German-Dutch Contracts (DNV)

for the Trade in Malting Barley.

Issued August 1, 1983

(legally binding shall be the original German text but not this translation)

The following Additional Rules apply to the trade in malting barley. The German-Dutch Contracts (DNV) are being amended respectively supplemented by the Rules. Any disputes arising from the following rules shall be settled by the court of arbitration of the Verein der Getreidehändler der Hamburger Börse e.V., Hamburg.	1 2 3
Admixture Clause: The admixture clauses of the German-Dutch Contracts shall be replaced by the stipulations on purity given below.	4
Sampling: For the purpose of analysis and apart from the required samples in bags, samples to ascertain the moisture and calibration are to be drawn in the same manner and to be sealed in glass, tin, or plastic containers. The containers must be made air-tight and hold at least 200 grammes to ascertain the moisture and at least 250 grammes to determine the calibration. One set of the sealed samples for analysis shall be handed to the Buyer resp. his representative. The set provided for the subsequent analysis remains with the Seller resp. his representative till a second analysis is being called for but at least till the end of 6 calendar months after the date of discharge. Additional samples for ascertaining the percentages of spring barley / winter barley and / or the purity of variety are to be drawn and sealed at discharge. The Sampling Rules of the German-Dutch Contracts in question apply in other respects.	5 6 7 8 9 10 11
Analysis: The application for analysis and the samples therefore shall be dispatched to the analysts agreed within 7 business days after completion of discharge of the quantity.	12 13
Analysis certificates shall be dispatched to the contract partner immediately after receipt, latest within 3 business days. Failure to keep within these time limits shall result in the loss of all claims for content discrepancies.	14 15
The Rules under f), lines 43-48 apply to ascertaining the contents of spring barley / winter barley and / or the purity of variety.	16
Subsequent Analysis: If a subsequent analysis is called for, the other party must be informed and receive that information within 3 business days after receipt of the analysis certificate. Resellers shall forward the notice without delay. The application for another analysis shall be made by the party demanding same resp. that party's representative to the analysts agreed, reaching them within 7 business days after receipt of the analysis certificate. The Seller shall, immediately after a subsequent analysis has been applied for resp. after receiving the Buyer's communication to that effect, arrange the dispatch of the samples for the subsequent analysis to the analysts. Certificates of a subsequent analysis shall be dispatched to the other party immediately after their receipt, latest within 3 business days. If a subsequent analysis has been made, the mean of the results concerned of the analysis and subsequent analysis shall apply. A second analysis for moisture shall be inadmissible.	17 18 19 20 21 22 23 24
Carrying out the Analysis and Subsequent Analysis: Analysis and subsequent analysis of each sample are to be carried out individually. In other respects, the Analysis Rules for the German-Dutch Contracts (DNV) are repealed. The methods of analysis prescribed by the E.B.C. in the "Analytica" apply, supplemented by the following rules:	25 26 27
a) Purity: Purity includes barley seeds whole and broken.	28
b) Germinative Energy: Only whole barley seeds are being used to ascertain germinative energy, even if their embryo (germ) is damaged or missing. Broken seeds are not included. The germinative energy is being determined by the Aubry method (500 seeds) during 72 and 120 hours, the latter result forming the basis for settlement. Visibly sprouted seeds shall be removed before moistening the germination sample and their percentage ascertained. The result shall be deducted from the germinative energy after 120 hours. Tests for germinative energy must not be made before the dates fixed by the competent organizations in the countries of origin for the crop year in question.	29 30 31 32 33 34
c) Calibration: Calibration shall be ascertained on screens with apertures 2.8, 2.5, and 2.2 millimetres wide on which the barley shall be mechanically shaken for 5 minutes. The percentage remaining on the 2.8 and 2.5 millimetre screens with the exception of foreign matter, weeds, and broken grains shall be counted as full barley . Counted as reject fraction shall be the percentage fallen through the 2.2-millimetre screen as well as all foreign matter, weed seeds etc., and broken grains including those remaining on the wider screens. The percentage of broken grains shall be judged as a general quality criterion by the court of arbitration.	35 36 37 38 39
d) Protein: The protein content shall be ascertained by the Kjeldahl method and be stated in per cent of the dry substance.	40
e) Moisture: The moisture content shall be ascertained in accordance with the E.B.C. Analytica, i. e. by drying for 3 hours at 105-107 Centigrade in a drying apparatus.	41 42
f) Contents of Winter Barley and Purity of Variety: Claims to have the contents of spring barley / winter barley and / or purity of variety ascertained are to be made to the institute agreed upon by the parties within 7 business days after completion of discharge of the quantity and the other party be informed at the same time. If the parties have not agreed to have the percentages of spring barley / winter barley and / or the purity of variety ascertained by a certain institute, the court of arbitration will decide which institute or institutes shall be instructed to carry out the tests. The tests shall, if possible, be carried out by institutes in the countries of origin. If the electrophoretical method is used, at least 96 kernels are to be tested for each 100 tons.	43 44 45 46 47 48
Cost of Analysis and Subsequent Analysis: Each party shall bear half the cost charged by the institute entrusted with the analysis and / or subsequent analysis for the quality criteria listed under a) to e) as well as half the expenses of forwarding samples. The distribution of costs for any further decisions by the court of arbitration, which may become necessary in this context, is governed by the Arbitration Rules.	49 50 51 52
If an allowance is to be paid for deficiencies ascertained in the percentages of spring barley / winter barley and / or purity of variety, the Seller has to bear the cost of analysis and the expenses of forwarding samples. These costs have to be borne by the Buyer if no allowance falls due.	53 54 55
Allowances are based on the contract price. The rules in the German-Dutch Contracts relating to an allowance for excess admixture are being replaced by the following rules relating to purity:	56 57