

TO ALL MEMBERS

Zoetermeer, 20 September 2018

Dear members,

The NOFOTA Trading Rules will be revised as per 24 September 2018.

As there is no recognized storage company anymore in Antwerp, the so called "ARA" clause (Clause 111) on page 52 is amended.

Clause 111 is specifically applicable for the trade in crude (degummed) rape seed oil and will show Rotterdam or Amsterdam as optional place for ex tank deliveries.

Members are advised to amend their contract accordingly and pay specific attention to the written part of their contracts. It is advised to avoid the expression "ARA" when referring to Clause 111.

Attached you will find the amended clause 111. The latest version of the NOFOTA Trading Rules is always available on the NOFOTA website.



Ron van Noord
General Secretary

CHAPTER XII

OPTION FREE ON BOARD (F.O.B.)/FREE ON RAIL (F.O.R.)/ FREE ON TRUCK (F.O.T.) MILL or EX TANK

Clause 110

1. If explicitly agreed, the seller has the option to deliver goods produced in the EU ex landtank Rotterdam.
2. If the seller chooses to deliver ex tank Rotterdam, the provisions for ex tank contracts shall take the place of those for F.O.B./F.O.R./ F.O.T. Mill.
3. The goods to be delivered must be available in free circulation in the Netherlands, not remaining under customs' control or supervision.
4. In case of delivery ex tank Rotterdam the costs of pumping out of the tendered quantity of goods - during usual working hours - are for account of the seller. These costs shall be limited to the normal costs for pumping into a craft alongside the tankstorage company where the goods are stored on the day of delivery, unless the buyer has the contractual right to take receipt F.O.R. or F.O.T., in which case the actual costs are for account of the seller. In the delivery order or, as the case may be, the notice of release, it shall be stated by the issuing party that the aforementioned pumping costs are not to be charged to the party who is entitled to take delivery of the goods on presentation of the delivery order or after release.

Clause 111:

This clause is specifically applicable for the trade in crude (degummed) rape seed oil.

1. If explicitly agreed, the seller has the option to deliver goods produced in the EU ex landtank Rotterdam or Amsterdam.
2. If the seller chooses to deliver ex tank Rotterdam or Amsterdam, the provisions for ex tank contracts shall take the place of those for FOB/FOR/FOT Mill.
3. The goods to be delivered must be available in free circulation, not remaining under customs control or supervision.
4. In case of delivery ex tank Rotterdam or Amsterdam the costs of pumping out of the tendered quantity of goods – during usual working hours – are for account of the seller. These costs shall be limited to the normal costs for pumping into a craft alongside the tank storage company where the goods are stored on the day of delivery, unless the buyer has the contractual right to take receipt FOR or FOT, in which case the actual costs are for account of the seller. In the delivery order or, as the case may be, the notice of release, it shall be stated by the issuing party that the aforementioned pumping costs are not to be charged to the party who is entitled to take delivery of the goods on presentation of the delivery order or after release.