

Trucking-Related Rules Amendments

The specific trucking-related provisions of the NGFA Trade Rules, as amended on March 15 and May 20, 2016, are as follows (*additions underlined; deletions stricken-through*):

NGFA Grain Trade Rules

Rule 11. ~~Rail~~ Grade Inspections

(A) Rail

~~(1A)~~ If grain is sold basis official origin inspection ...

~~(2B)~~ If grain is sold basis official destination inspection ...

~~(3C)~~ If grain is sold basis destination inspection ...

(B) Truck

(1) House Grade grain is unofficially sampled, inspected and graded.

(2) Submit Grade grain is unofficially sampled and submitted to official personnel for unofficial inspection and grading.

(3) Official Grade grain is officially sampled, inspected and graded

.

Rule 12. Grades Outside of Contract Terms ~~for Rail Shipments~~

(A) Rail Shipments

(1) Destination Grades

~~(a)~~ It shall be the duty of all Buyers to exercise due diligence in seeing that cars are promptly inspected on arrival.

...

~~(b)~~ Off grade grain sold for the account of shippers shall not apply on contract.

~~(c)~~ Replacement of shipments rejected under this rule shall be shipped within ten (10) calendar days.

~~(d)~~ When mechanical samplers are used for unload grades, prevailing discounts will apply.

~~(2B)~~ **Origin Grades**

Grain that is sold for delivery, origin inspection, shall be covered by an inspection certificate of the grade contracted.

...

(B) Truck Shipments

(1) Destination Grades

(a) The Buyer must exercise due diligence to ensure that the contents of the load are inspected on arrival. The Buyer shall then notify the Seller or the vehicle driver of any load which Buyer rejects for failing to grade or comply with quality specifications according to the contract terms, stating the reason for rejection. The Buyer and Seller subsequently may agree upon the terms of any acceptance of the load.

(b) Any rejected load sold for the account of the Seller shall not apply on contract.

(c) Replacement of any load rejected under this rule shall be shipped within the contract period.

(2) Origin Grades

Grain that is sold for delivery, origin inspection, shall be covered by an inspection certificate of the grade contracted. The Seller shall notify the Buyer by telephone prior to delivery if the Seller wishes to apply grain that is not in accordance with the contract specifications. The Buyer and Seller subsequently may agree upon the terms of any acceptance of the load.

Rule 15. Rail Weight Settlements

Rule 18. Time of Shipment or Delivery

... For rail shipments, When the last day of the contract falls on Saturday, Sunday or a legal holiday, shipment may be made on the next business day. ...

Rule 20. Bills of Lading – Rail, ~~and~~ Barge and Truck

Rule 27. ~~Rail~~ Loss and Damage Claims

If a party in possession of the necessary papers for use in filing a loss or damage claim against the ~~carrier~~railroad, is unable or refuses to deliver the papers to other interested parties ...

Rule 30. Definitions (K) Shipment – Rail, ~~and~~ Barge and Truck

Feed Trade Rules

Rule 6. Passing of Title as Well as Risk of Loss and/or Damage

Title, as well as risk of loss and/or damage, passes to the Buyer as follows: ...

(B) On delivered contracts:

(1) By rail, when the conveyance is constructively placed or otherwise made available at the Buyer's original destination.

(2) By truck, upon ~~arrival~~ delivery at the Buyer's final destination.

(C) On in-store contracts, at the time of contract, transfer, or sending of documents, unless and to the extent warehouse tariff, warehouse receipt, and/or storage contract assumes the risk of loss and/or damage.

Rule 12. Evidence of Shipping Date

... (B) On truckloads, dray tickets or properly executed documents from the Seller to the trucking ~~signed receipts by the truck transportation~~ company shall be accepted as evidence of the date of shipment.

Rule 18. Condition Guaranteed Upon Arrival

...

(B) (1) Rail Shipments

It shall be the duty of the Buyer to ascertain by inspection or other means and report the condition of the shipment not later than 12 noon of the second business day after arrival at final destination, otherwise the Seller's liability ceases at the expiration of such time. (~~See Rule 28 (J) for "Definition of Rail and Truck Arrival."~~)

(2) Truck Shipments

The Buyer must exercise due diligence to ascertain by inspection and report the condition of the shipment to the Seller or the vehicle driver.

(C) A Buyer receiving a shipment that is out of condition on arrival, and handled as outlined in preceding paragraphs, shall upon Seller's request, unload, recondition, and salvage to best advantage of the Seller whenever practical to do so.

If the Buyer is unable to handle as requested, it shall be his duty to notify the Seller of this fact at the time he notifies the Seller of the shipment's ~~car's~~ condition and the Seller shall dispose of the shipment and shall, at the Buyer's option, either cancel the affected portion of the contract or make a replacement shipment.

(1) In the event the Buyer elects to cancel the affected portion of the contract, then the contract shall be cancelled at the fair market price on the date the shipment ~~car~~ is rejected and the Buyer shall reimburse the Seller for any market loss suffered through cancellation and the Seller shall pay to the Buyer any market gain received through cancellation. ...