



**FEDERATION OF
COCOA COMMERCE**

**FCC Weighing Rules
(Applicable to contracts concluded
on or after 01 March 2008)**

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WEIGHING RULES

APPLICABLE TO CONTRACTS CONCLUDED ON OR AFTER 01 MARCH 2008

PART 1: GENERAL

1. APPLICATION OF WEIGHING RULES

The following Weighing Rules apply to all contracts incorporating the FCC Contract Rules for Cocoa Beans.

2. DEFINITIONS

In addition to the definitions in the FCC Contract Rules for Cocoa Beans, the following definitions are applicable to the FCC Weighing Rules.

2.1 SELLER'S NOTIFICATION

Means a Notice sent by the Seller to the Buyer and his appointed Superintendent specifying the shipping marks, number and location of the goods and/or such other information that will enable the Buyer and his Superintendent immediately to identify the goods.

2.2 SOUND

Means that the parcel has not been damaged in transit or in storage.

2.3 SUPERINTENDENT

Means a person or company registered under the FCC Member Superintendent Scheme or otherwise authorised under the terms thereof to perform Superintendent services for the purposes of the FCC Contract Rules for Cocoa Beans.

2.4 WAREHOUSE

Means a place which is suitable in all respects for the storage of cocoa beans.

2.5 WEIGHER

Means a person who is competent to weigh cocoa beans in accordance with these Rules and is either a Superintendent or employed by a Superintendent for that purpose.

2.6 WEIGHING EQUIPMENT

Means any calibrated and certified equipment including but not limited to scales and weighbridges together with any conveying equipment ancillary to the weighing process.

3. **WEIGHING**

The objective of weighing is to ascertain the net weight of parcels of cocoa beans whether in bags or in bulk for the purpose of the FCC Contract Rules for Cocoa Beans.

Weighing shall be carried out by a Weigher. A Party who has appointed a Superintendent has the option to have the weighing supervised by that Superintendent.

The weighing of cocoa beans shall be carried out concurrently with loading, discharge or other handling operations and in accordance with a system which ensures the security of the process.

All weighing shall be performed at the Port of Loading or Place of Final Delivery as appropriate to the contract terms unless otherwise agreed between the Parties.

The appointed Superintendent(s) shall be given full access to the loading or discharge and weighing equipment and may carry out or oversee all checks made in respect of such equipment.

Where a parcel contains unsound material, it shall be weighed separately from the sound material. All loose material and sweepings, which have been recovered, shall also be weighed separately.

3.1 **PROCEDURE**

All weighing equipment should, prior to commencement of weighing, be clean and empty.

Prior to the commencement of loading and/or discharge, the weighing equipment should be balanced and/or zeroed when empty, and checked during the operation of weighing. Static checks, where appropriate, shall be performed as required provided that the number of tests requested are reasonable and do not cause undue delay. Such checks should be done in conjunction with the appointed Superintendent(s).

The operators' manual for the weighing equipment being used shall be available and accessible to the appointed Superintendent(s).

The latest Manufacturer's and/or National Authorities check certificate and/or log relating to the weighing equipment being used shall be made available upon request for inspection by the appointed Superintendent(s).

All print outs or tickets of any weighing shall be at the disposal of the appointed Superintendent(s), if requested.

3.2 WEIGHING METHODS

3.2.1 Discontinuous Weighers (Mechanical or Automatic Hopper Scales)

During operation of the weighing equipment, if fitted with a weight check test such as a deviation to a second scale or other method, checks are to be carried out as required by the appointed Superintendent(s), provided that the number of tests requested are reasonable and do not cause undue delay.

3.2.2 Weighbridge – Road Vehicles

All road vehicles must be weighed gross and tare using a weighbridge which will accept the full length of the road vehicle to be weighed.

Where a road vehicle consists of a detachable trailer and the weighbridge is unable to accept the full length of the trailer and its tractor unit, then the detached trailer will be considered as the road vehicle for the purposes of this Rule.

For all loading or discharging procedures the vehicles should be weighed gross first, followed by tare, or tare first, followed by gross, as appropriate.

Any road vehicles having undergone only one weighing operation at the close of the working period, these vehicles must be re-weighed at the commencement of the next working period.

Any external circumstances that may cause variance to the weighing must remain consistent for both the gross and tare weighing operations.

3.2.3 Weighbridge – Rail Wagons

All rail wagons must be weighed gross and tare using a weighbridge which will accept the full length of the rail wagon to be weighed. Rail wagons must be static during weighing but can be coupled or uncoupled. For all loading or discharging procedures the rail wagons should be weighed gross first, followed by tare, or tare first, followed by gross, as appropriate. In motion weighing is not permitted unless otherwise mutually agreed in writing by the Parties or by their appointed Superintendents.

If owing to restrictions at the place of handling and weighing it is not possible to establish an actual tare weight then the marked tare on each rail wagon may be taken, subject to it being properly legible.

Any rail wagons having undergone only one weighing operation at the close of the working period must be re-weighed at the commencement of the next working period.

Any external circumstances that may cause variance to the weighing must remain consistent for both the gross and tare weighing operations.

3.2.4 Continuous Totalising Automatic Weighing Instruments (Belt Weighers)

Belt weighing is only permitted when the following conditions apply:

- (i) there is no suitable discontinuous weighing equipment (mechanical or automatic hopper scales) available.
- (ii) both Parties to the contract agree in writing to accept this method of establishing the loaded and/or discharged weight.
- (iii) prior to the commencement of loading and/or discharge, the weighing equipment is test calibrated for accuracy in the presence of the appointed Superintendent(s).
- (iv) the loading and/or discharge of cargo is by uninterrupted continuous flow.
- (v) any effects of variation in the continuous flow are accurately recorded.
- (vi) The method of weighing shall be stated on the weighing certificate.

In the event that any or all of the above conditions are not met then the weight established shall be deemed to be for information purposes only.

3.2.5 Other Weighing Methods

All other methods of weighing are not acceptable, unless otherwise mutually agreed by the Parties to the contract.

3.3 TARE

Weighing shall also include ascertaining, the tare of the bags and/or the tare of the container, as applicable.

3.4 QUANTITIES TO BE WEIGHED

Each quantity sampled separately pursuant to Rule 3.1 of the FCC Sampling Rules shall be weighed separately.

PART 2: WEIGHING FOR COCOA BEANS IN BAGS OR BULK

4. WEIGHING ON DEPARTURE

4.1 WEIGHING OBLIGATIONS

Weighing of cocoa beans shipped under each Bill of Lading is obligatory for Shipped Weight contracts but it is not required for Shipping Weight contracts.

The Seller shall ensure that weighing facilities for cocoa beans in bags or in bulk, as appropriate to contract terms, are available at the Place of Loading.

Weighing shall be carried out by the Seller's Weigher in accordance with Rule 3 without unreasonable interruption at the Port of Loading in the presence of the Buyer's Superintendent, if appointed.

If the cocoa beans are not weighed in accordance with the above and provided that the Buyer can demonstrate that he is not responsible for the failure to weigh then the Buyer is entitled either to:

- (i) accept the Seller's Weight Notes or;
- (ii) accept the parcel on Shipping Weight terms as per Rule 8.3.3 of the FCC Contract Rules for Cocoa Beans.

All charges incurred in weighing on loading shall be paid by the Seller.

4.2 CHARGES

All charges incurred in weighing on loading shall be paid by the Seller.

4.3 FAILURE TO NOTIFY

Failure to issue notices in accordance with Rules 8.4.1.1 or 8.4.1.2 of the FCC Contract Rules for Cocoa Beans will render the Party responsible for such failure liable for any additional costs and expenses incurred by the other Party as a result thereof.

4.4 FAILURE TO SUPERVISE

4.4.1 Parties Notified

If the Buyer has notified the Seller of the appointment of a Superintendent then the Seller or his Weigher must notify the Buyer or his Superintendent of the place, date and time of the weighing. If the Seller fails to comply with these conditions with the result that weighing takes place without the Buyer's Superintendent being present, then the Buyer is entitled to either:

- (a) accept the Seller's Weight Notes or;
- (b) accept the parcel on shipping weight terms or;
- (c) accept the parcel on Landed Weight terms.

4.4.2 Superintendent Not Named or Parties not Notified

Should the Buyer not appoint a Superintendent or should the Superintendent fail to be present after having received due notice of the place, date and time of the weighing, for Shipped Weight contracts the Seller's Weight Notes shall be final.

5. WEIGHING ON ARRIVAL

5.1 WEIGHING OBLIGATIONS AND TIME PERIODS

Weighing of goods shipped under each Bill of Lading is obligatory for Landed Weight contracts and is at the Buyer's option for Shipping Weight contracts.

The Buyer shall ensure that weighing facilities for cocoa beans in bags or in bulk, as appropriate to contract terms, are available at the Place of Final Delivery or at a suitable location agreed between the Parties near the Place of Final Delivery.

Weighing shall be carried out by the Buyer's Weigher in accordance with Rule 3 without unreasonable interruption:

- (a) For cocoa beans in bags or in bulk containers - at the Place of Final Delivery within 21 days of the Final Day of Landing of the vessel in the presence of the Seller's Superintendent, if appointed.
- (b) For cocoa beans in bulk in ship's hold or barges – at the time of discharge of the vessel, in the presence of the Seller's Superintendent, if appointed.

If the goods are not weighed in accordance with the above and the Seller can demonstrate that he is not responsible for the failure to weigh, then for Landed Weight contracts, the Seller may issue the final invoice based on the net Bill of Lading weights plus one and a half percent.

If the goods are not weighed within the time limits above and the Buyer can demonstrate that he is not responsible for such failure then the parcel shall be weighed as soon as the Buyer has access to the goods.

5.2 CHARGES

All charges incurred in weighing at the Place of Final Delivery shall be paid by the Buyer.

5.3 FAILURE TO SUPERVISE

5.3.1 Parties Notified

If the Seller has notified the Buyer of the appointment of a Superintendent, then the Buyer or his Weigher must notify the Seller and his Superintendent of the place, date and time of the weighing. If the Buyer fails to comply with these conditions, with the result that weighing takes place without the Seller's Superintendent being present, then for:

- (a) Landed Weight Contracts, the weight to be invoiced shall be the Bill of Lading weight plus 1.5 percent;
- (b) Shipping Weight Contracts, no loss in weight claim may be made.

5.3.2 Superintendent Not Named or Parties Not Notified

For landed weight contracts, should the Seller not name a Superintendent or should the Superintendent fail to be present after having received due notice of the place, date and time of the weighing then weight notes certified by the Buyer's Weigher and provided by the Buyer to the Seller within 30 days of the first day of weighing shall be final.

In the event that the Seller has not received the weight notes within 30 days of the first day of weighing, the Seller may give the Buyer formal notice to provide the weight notes within 5 days. If the final invoice amount is in favour of the Seller, loss of interest may be charged from the date of the formal notice to the day the Seller receives the weight notes.

If the Seller does not receive the weight notes within 5 days of the formal notice the final invoice may be raised on the Bill of Lading weights plus 1.5 percent.

6. COCOA BEANS IN BAGS SOLD IN STORE/ON TRUCK/ON RAILCAR/ON BARGE

6.1 WEIGHING OBLIGATIONS AND TIME PERIODS

Weighing of cocoa beans tendered under each warrant quantity is at the Buyer's option. If the Buyer wishes to exercise this option weighing shall be carried out by the Buyer's Weigher in accordance with Rule 3 without unreasonable interruption at the Warehouse within 28 days from the Declaration of Tender in the presence of the Seller's Superintendent, if appointed.

The Seller shall ensure that suitable weighing facilities are available for the purpose of this Rule.

6.2 RE-WEIGHING OBLIGATIONS AND TIME PERIODS

If on the day of the Declaration of Tender 12 months have expired from the last date of weighing, the Buyer shall be entitled to reweighing, at the Seller's expense, within 28 days from the day of the declaration.

If delivery from Warehouse is due to take place within 28 days from the day of Declaration of Tender or any extension of the period agreed between the Parties, reweighing shall take place at the time of delivery.

If delivery from Warehouse is not due to take place within 28 days from the day of the Declaration of Tender and the Parties have not agreed upon an extension of the period for reweighing, the Buyer shall be entitled to reweighing and rehousing at the Seller's expense.

The final invoice shall be settled on the basis of the net re-weights.

For contracts on shipping weight terms, Rule 14.1 of the FCC Contract Rules for Cocoa Beans applies.

If the cocoa is not weighed in accordance with the above and the Buyer can demonstrate that he is not responsible for the delay or the failure to weigh, then the Buyer is entitled to the original warrant net weights less 1.5 per cent.

6.3 CHARGES

With the exception of Rule 6.2, all charges incurred in weighing shall be paid by the Buyer.

6.4 FAILURE TO SUPERVISE

6.4.1 Parties Notified

If the Seller has notified the Buyer of the appointment of a Superintendent, then the Buyer or his Weigher must notify the Seller or his Superintendent of the date and time of the weighing.

Should the Buyer fail to comply with these conditions, with the result that weighing or re-weighing takes place without the Seller's Superintendent being present, then the weight to be invoiced shall be the original warrant net weight.

6.4.2 Superintendent Not Named or Parties Not Notified

Should the Seller not name a Superintendent or should the Superintendent fail to be present after having received due notice of the date and time of the weighing, then weight notes certified by the Buyer's Weigher and provided by the Buyer to the Seller within 30 days of the first day of weighing shall be final.

In the event that the Seller has not received the weight notes within 30 days of the first day of weighing, the Seller may give the Buyer formal notice to provide the weight notes within 5 days. If the final invoice amount is in favour of the Seller, loss of interest may be charged from the date of the formal notice to the day the Seller receives the weight notes.

If the Seller does not receive the weight notes within 5 days of the formal notice the final invoice may be raised on the original warrant net weights plus 1.5 percent.