

GRADING AND WAREHOUSEKEEPING PROCEDURES IN RESPECT OF THE ICE FUTURES LONDON COCOA FUTURES CONTRACTS, ICE FUTURES EURO COCOA FUTURES CONTRACTS AND ICE FUTURES ROBUSTA COFFEE FUTURES CONTRACTS

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⁸ Amended 1 April 2015

⁹ Amendments in square brackets and as set out in the footnote will take effect from the July 2018 delivery month.

¹⁰ [Inserted \[●\] February 2017](#)

⁺¹¹ [Amended 01 August 2015](#)

⁺¹² [Amended 01 August 2015](#)

⁺¹³ [Amended 10 October 2016](#)

⁺¹⁴ [Amended 26 May 2015](#)

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¹⁸¹⁹ Amended 26 May 2015

¹⁹²⁰ Amended 26 May 2015, 01 August 2015

²⁰²¹ Amended 01 August 2015

²¹²² Amended 26 May 2015, 10 October 2016

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SECTION B: INTERPRETATION²⁶²⁷

- B 1. In these GWPs, a reference to a "GWP" is a reference to a term in these GWPs, as modified from time to time.
- B 2. Terms defined elsewhere in the Regulations shall have the same meaning in these GWPs, except where otherwise specified or defined in GWP B 3.
- B 3. In these GWPs:
- “abnormal odour” means any disagreeable odour or any odour foreign to coffee.
- “Appeal Panel” means a minimum of three Graders selected in accordance with GWP E 1.6 from the list of ICE Registered Cocoa or Robusta Coffee Graders, as the case may be, to grade a sample which is the subject of a notice of appeal submitted to the Exchange in accordance with these GWPs.
- “bag” shall, in respect of Robusta Coffee, mean a bag of a type described in GWP D 3.1.1.1 (a).
- “bean cluster” means, in respect of the ICE Futures London Cocoa Futures Contract or the ICE Futures Euro Cocoa Futures Contracts, two (or more) Cocoa beans which are joined together and which are unable to be split into two (or more) whole single Cocoa beans as a result of the exertion of reasonable hand pressure.
- “block stow” means the storage of a fifty tonne pile of bagged Cocoa on a single layer of pallets such that all sides of the stack are accessible for sampling.
- “Cocoa” means cocoa beans which are whole seeds of the cocoa tree (*Theobroma Cacao* L).
- “Cocoa Contract Rule” means Rule EEEE for the ICE Futures London Cocoa Futures Contracts, or EEEE1 for the ICE Futures Euro Cocoa Futures Contracts, as amended from time to time.
- “coffee bean” means the dried seed of the coffee plant.
- “Contract Rules” means the Contract Rules of the ICE Futures London Cocoa Futures Contract, ICE Futures Euro Cocoa Futures Contract or the ICE Futures Robusta Coffee Futures Contract, as the case may be.
- “Converted Delivery Unit” means a new Delivery Unit which is formed upon the conversion of part or all of a Nominated Delivery Unit.
- “Converted Original Delivery Unit” means a new Delivery Unit which is formed upon the conversion of an Original Delivery Unit, and shall include, unless the context otherwise requires, a Converted Delivery Unit.
- “Defects” means, in respect of Robusta Coffee, any defect determined to be a defect by the ICE Registered Robusta Coffee Graders pursuant to Rule GGGG.4(d).

²⁶²⁷ Amended 26 May 2015, 10 October 2016. Amendments in square brackets will take effect from the July 2018 delivery month.

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	tonne levied by Warehousekeepers in respect of Robusta Coffee in bags or FIBCs and for Cocoa in both bags and/or in bulk. ²²²⁸
“Quartering”	is the process by which sample material is mixed thoroughly and reduced by use of an appropriate riffle box or similar equipment so that the resulting reduced material is proportionally the same in all aspects as the original sample material. A “quartered sample” is a sample which has been created by quartering.
“Related Company”	means a subsidiary or parent company or any subsidiary or parent company thereof which form part of a group of companies.
“Rent”	means a periodic fee (not including any other charges) which a Warehousekeeper shall be entitled to charge in respect of the storage of a lot of Robusta Coffee (in bags or FIBCs) or a Delivery Unit (either in bags and/or in bulk) of Cocoa in a Warehouse and which is levied pursuant to these GWPs.
“Robusta Coffee”	shall mean coffee of the botanical species <i>Coffea canephora</i> Pierre ex A. Froehner, with some varieties and cultivars of these species.
“Robusta Coffee Contract Rule”	means Rule GGGG, as amended from time to time.
“secure paper”	means paper which has special security features and is provided by the Exchange to the Warehousekeeper for the sole purpose of printing a Warrant using Guardian and must not be used for any other purpose.
“shipment period”	means, in respect of Robusta Coffee, the crop year for the country of origin of Robusta Coffee as defined by the International Coffee Organisation.
“Single Capacity Warehousekeeper”	means a Warehousekeeper which has been nominated by the Exchange in its absolute discretion to store in its Warehouse Goods piled as parcels, lots or Standard and Large Delivery Units and which appears on the List of Nominated Warehouses and Warehousekeepers published from time to time by notice posted on the Market.
“Supervision Company”	is a company whose business is the supervision and/or inspection of goods and which is appointed by the Exchange for the purposes of performing inspections on behalf of the Exchange.
“Supervisor”	is a person employed exclusively by a Supervision Company and who is nominated by the Exchange to have sufficient experience and expertise in the sampling of Cocoa and Robusta Coffee.
“Suspended”	means that the related Warrant(s) shall not be valid for tender.
“Top up”	means the addition of material to a Delivery Unit which has fallen below the relevant weight tolerance as specified in the Contract Rules.

²²²⁸ With effect from the July 2018 delivery month, the definition of “Published List of Rent and Loading Out Charges” will be replaced with “*means a list so titled and published by the Exchange from time to time on the ICE website (www.theice.com) containing, by delivery area or port as applicable, details of the maximum Rent and Loading Out Charges per tonne levied by Warehousekeepers in respect of Cocoa in both bags and/or in bulk.*”

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that the Warehousekeeper is, or has been, complying with GWP D 1.26 in relation to the application of those charges; and

- (f) to verify the proper maintenance of information in respect of Goods stored by the Warehousekeeper, details of which are represented by the Warrants recorded on Guardian.

D 1.2.4 The inspectors shall be employees of the Exchange who it considers to be properly qualified to conduct Warehouse inspections or, such other persons appointed by the Exchange whom it considers to be properly qualified and with no material or financial interest in any Warehousekeeper, or in Goods stored by such Warehousekeeper.

D 1.2.5 The Exchange will give instructions to the Warehousekeeper in respect of the rectification of any faults that are found and of any subsequent inspection considered necessary.

D 1.2.6 Exchange inspectors have no obligation to inspect the condition, external or otherwise, of Goods stored by the Warehousekeepers, nor to make their findings known to the Owner of the Goods.

D 1.2.7 A Warehousekeeper shall allow representatives of the Exchange to inspect the Warehouse (or premises that were previously nominated by the Exchange), its facilities for the receipt and delivery of any Goods and the Warehousekeeper's records relating to the Warehouse and the Goods currently or previously stored within it, and the records relating to the Rent and Loading Out Charges levied by it during normal working hours. The Exchange may, at its absolute discretion, make or request copies of any such records.

D 1.2.8 A Warehousekeeper shall allow the Owner to inspect the Goods referred to therein during normal working hours.

p 1.3 Guardian²⁸²⁹

D 1.3.1 A Warehousekeeper shall, where information is to be made available to or by him via Guardian, comply with the applicable procedures relating to the operation and maintenance of that data system, such procedures being issued by the Exchange.

D 1.3.2 A Warehousekeeper shall ensure that a sufficient number of members of his staff are competent in the operation of Guardian or that he has arrangements in place for the operation of Guardian via a third party.

D 1.3.3 A Warehousekeeper shall,

- (a) when submitting a sampling notification to the Exchange in respect of the initial grading, enter on to Guardian, as a minimum the following Warrant details as specified in GWP F 3.1.1:
- (i) port;
 - (ii) Warehousekeeper;
 - (iii) Warrant Number;
 - (iv) Commodity;
 - (v) Vessel; and
 - (vi) Origin.

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p 1.15 Role and Responsibilities of a Warehousekeeper²⁹³⁰

- D 1.15.1 Goods shall be stored by a Warehousekeeper, in a Warehouse nominated by the Exchange for the storage of such Goods.
- D 1.15.2 Warehousekeepers have the following primary responsibilities under the Regulations, including the relevant Contract Rules and these GWPs:
- (a) to provide and properly maintain facilities for the receipt, storage, sampling and delivery out of Goods from a Warehouse in accordance with the Regulations, including the relevant Contract Rules and these GWPs for the classification of Warehousekeeper for which he is nominated;
 - (b) to issue Warrants and other documents in respect of Goods stored in a Warehouse, as required by the Regulations, including the relevant Contract Rules and these GWPs. The Warehousekeeper may deliver Goods out of a Warehouse where the original Warrant has been destroyed or mislaid once the Warehousekeeper is satisfied upon diligent enquiry and after completion of all relevant procedural requirements in that jurisdiction that the person claiming ownership of the relevant Goods has a proper right to do so;
 - (c) to enter onto Guardian and properly maintain Warrant details of Goods in store as required by the relevant Contract Rules and these GWPs;
 - (d) to ensure that Goods are at all times correctly stored and identified as required by:
 - (i) in respect of Cocoa, GWPs D 1.16, D 2.1 and D 2.2; or
 - (ii) in respect of Robusta Coffee, GWPs D 1.16, D 3.1 and D 3.2.
 - (e) a Warehousekeeper shall maintain Goods in external good order and externally free from any insect, rodent or any other type of infestation;
 - (f) to draw samples in accordance with GWPs D 2.4, D 2.5, D 2.6 and D 2.7 in respect of Cocoa and GWPs D 3.4 and D 3.5 in respect of Robusta Coffee for despatch to the Grading Room;
 - (g) to pay to the Exchange such registration and other fees as are provided for in or under the Regulations and in the Nominated Warehousekeeper's Application Form or as prescribed by the Exchange from time to time. Such fees shall not be refundable in the event of resignation or termination of nomination;
 - (h) to maintain such other financial provisions as may be prescribed by the Exchange from time to time for the protection of an Owner's interests;
 - (i) to maintain appropriate insurance to ensure that the interests of Owners are protected should a claimable event occur;
 - (j) to act in such a way that ensures that any landlord, authority or other person will not acquire a lien, right of pledge or similar charge over the Goods stored in the Warehouse, and to agree not to exercise any lien, right of pledge or similar charge in relation to the Goods save in respect of charges owed to him in relation to the storage of those Goods. If, notwithstanding this GWP a

²⁹³⁰ Amended 01 May 2016. Amendments in square brackets will take effect from the July 2018 delivery month.

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D 1.17 Maintenance of Records

D 1.17.1 A Warehousekeeper shall maintain full and appropriate records:

- (a) that are arranged, filed and indexed so as to allow prompt access to any particular record;
- (b) from which the precise identity of Goods stored in a Warehouse may be ascertained;
- (c) which provide a complete audit trail of the Goods from the time that they were taken into store by the Warehousekeeper; and
- (d) which identify the charges made by a Warehousekeeper in respect of the Robusta Coffee comprising a Lot and the Cocoa comprising a Delivery Unit.³⁰³¹

D 1.17.2 In respect of Cocoa, a Warehousekeeper shall maintain on file:

- (a) proof of identity of Goods including but not limited to, Bills of Lading, Warehouse receipts, storage instructions received from the Owner of the Goods and any other such documents which may aid in identifying the relevant Goods and their date of shipment from Origin; and
- (b) records providing a complete history of the Goods whilst stored by the Warehousekeeper shall include, but is not limited to, those relating to the weighing, sampling, movement, and fumigation of the Goods (including the identity of the personnel executing such functions) and in respect of Bulk Delivery Units, the dates and times of ventilation and extraction performed in respect of such Cocoa as well as any other information considered relevant to such exercise, and any instructions received from the Owner of the Goods relating to these Goods.

D 1.17.3 The position of Goods within the warehouse shall be recorded and maintained by the Warehousekeeper on a storage plan of the warehouse or on a list of storage zones or locations of the Warehouse in a manner that will allow an Exchange official or other third party readily to locate and identify the Goods.

D 1.17.4 A Warehousekeeper may keep a record in electronic form, provided that:

- (a) a hard copy can be reproduced if so required; and
- (b) the system is adequately safeguarded against loss of information by way of appropriate back-up systems.

D 1.17.5 All records relating to Goods stored in a Warehouse shall be retained for a minimum of two years following delivery out of the Goods) and shall be held in such a manner that they may be promptly accessed upon request and are reasonably safeguarded against loss, alteration or destruction.

D 1.17.6 A Warehousekeeper shall keep all the records specified in GWP D 1.17 and all information held in its capacity as Warehousekeeper confidential at all times except where directed to disclose such information by the Exchange in its absolute discretion or where otherwise required by these GWPs.

D 1.18 Stock Figures

D 1.18.1 Following the grading of a sample by ICE Registered Cocoa or Robusta Coffee Graders, the Exchange shall inform the Warehousekeeper responsible for the drawing of the sample from the Goods in such a manner as may be prescribed by the Exchange from time to time, whether the Goods to which the sample

³⁰³¹ With effect from the July 2018 delivery month, the provisions at D. 1.17.1(d) will move to D. 1.17.1(e), and a new D 1.17.1(d) will be inserted, which reads “Pre-payment of Load Out Charges; and.”

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relates has been graded tenderable or not tenderable. The Warehousekeeper shall keep a record of such results.

D1.18.2 At a time and in such a manner as may be prescribed by the Exchange from time to time, any Warehousekeeper having a Warehouse nominated for the storage of:

(a) Cocoa shall advise the Exchange of the number of Standard, Large and Bulk Delivery Units which are in store in the Warehouse and are the subject of:

- (i) a Valid Grading Result;
- (ii) an expired grading result; and
- (iii) a not tenderable grading result;

or

(b) Robusta Coffee, shall advise the Exchange of the number of parcels and the number of lots which are in store in the Warehouse and are the subject of:

- (i) a Valid Grading Result; and
- (ii) a not tenderable Grading Result.

D 1.18.3 The Exchange will use such information to compile data relating to the total number of lots of Robusta Coffee or Delivery Units of Cocoa, as the case may be, stored in Warehouses. The Exchange may, in its absolute discretion, publish information relating to the total number and type of lots of Robusta Coffee or Delivery Units of Cocoa, which are the subject of Valid Grading Results, expired grading results, or which are not tenderable, stored in each port or Delivery Area.

D 1.19 Movement of Goods and change in control of a Warehouse or Warehousekeeper – General Requirements and GWPs³⁴³²

D 1.19.1 From time to time a Warehousekeeper may:

- (a) determine to either:
 - (i) move Goods to another Warehouse under his control;
 - (ii) relinquish the control of a Warehouse to another Warehousekeeper;
 - (iii) move Goods from a Warehouse under his control to another Warehouse under the control of another Warehousekeeper; or
- (b) in respect of Cocoa, be instructed by the Owner of the Cocoa to move or convert Delivery Units; or
- (c) in respect of Robusta Coffee be instructed by the Owner of the Robusta Coffee to move a parcel or lot.

In such circumstances, GWPs D 1.19.2 to D 1.19.8 shall apply, as the case may be, in respect of GWPs D 1.20 to D 1.24 inclusive.

³⁴³² Amended 26 May 2015

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- (b) details of the existing warrant number of such Goods; and
- (c) any other information as the Exchange may require from time to time.

In the event that the current Warehousekeeper is not in possession of copy or original Bill(s) of Lading required in order to comply with GWP D 1.19.7(a)(ii), he shall advise the Exchange in writing, including the reason for the absence of such documentation, and the Exchange shall determine in its absolute discretion what other information or documentation may instead be provided.

D 1.19.8 The Exchange may if it deems it necessary and if it is considered that a movement or change in control of Goods stored in a Warehouse will harm or may have the potential to harm the integrity of the contract:

- (a) refuse permission for the movement of Goods if it is considered that a particular Warehousekeeper would, as a result, control a disproportionately large amount of Goods having Valid or expired grading results;
- (b) require the re-grading of any Goods having a Valid Grading Result under circumstances where it is the subject of a movement or change in control; or
- (c) require a Warehousekeeper or the Owner of the Goods to demonstrate that there were sound commercial reasons for a change in control to take place, before granting its permission.

D 1.19.9 In respect of the movement of Robusta Coffee under GWPs D 1.23 and D 1.25, GWP D 1.27 shall also apply.

D 1.20 | **Change in control of Goods between different Warehousekeepers – Goods remaining in the same Warehouse²³³**

D 1.20.1 Prior to any change in control of Goods between different Warehousekeepers where the Goods remain in the same Warehouse:

- (a) the current Warehousekeeper shall make a written application to the Exchange giving the following information:
 - (i) the reason for the intended change in control of the Goods; and
 - (ii) where the change in control of the Goods is at the request of the Warehousekeeper, evidence that the written consent of the Owner of the Goods has been obtained.
- (b) the new Warehousekeeper shall confirm to the Exchange in writing that he will:
 - (i) either re-weigh the Goods and, unless otherwise agreed with the Owner, take responsibility for any loss in weight, if applicable, or accept the weights detailed on the Warrant recorded on Guardian;
 - (ii) issue new Warrants against the Goods stored in a Warehouse;
 - (iii) provide the Exchange with the new Warrant number relating to the cancelled Warrant; and
 - (iv) where applicable update the weight details of the Warrant recorded on Guardian.

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- D 1.20.2 Change in control of the Goods may not take place until such time as the Exchange has received the above and any additional information it may require, and has given its written consent. The new Warehousekeeper shall inform the Exchange upon completion of the change in control.
- D 1.21 Movement of Goods within the same Delivery Area – Warehouses under the control of the same Warehousekeeper**
- D 1.21.1 Prior to any movement of Goods from one Warehouse directly to another Warehouse within the same Delivery Area and under the control of the same Warehousekeeper, the Warehousekeeper shall make a written application to the Exchange, giving the following information:
- (a) the reason for the intended movement;
 - (b) the approximate distance between the relevant Warehouses;
 - (c) where the movement of the Goods is at the request of the Warehousekeeper, evidence that the written consent of the Owner of the Goods has been obtained; and
 - (d) an undertaking to re-weigh the Goods and, unless otherwise agreed with the Owner, take responsibility for any loss of weight, if applicable.
- D 1.21.2 Movement of the Goods may not commence until such time as the Exchange has received the above and any additional information it may require and has given its written consent. Upon completion of the movement of the Goods the Warehousekeeper shall inform the Exchange of the new Warehouse details and shall enter onto Guardian the new weight details where applicable.
- D 1.21.3 A Bulk Delivery Unit which has been moved from one Warehouse to another pursuant to GWP D 1.21 may not be tendered until it has been re-graded as tenderable.
- D 1.22 Movement of Goods within the same Delivery Area for the purpose of fumigation**
- D 1.22.1 For the purpose of fumigation, a Warehousekeeper may move Goods to another Warehouse within the same Delivery Area and under the control of the same Warehousekeeper, provided that the Warehousekeeper:
- (a) gives the Exchange two working days' notice of the intended movement of the Goods; and
 - (b) provides written confirmation to the Exchange that:
 - (i) on completion of the fumigation, the Goods will be moved back to the Warehouse in which they were stored prior to fumigation; and
 - (ii) he will re-weigh the Goods and, unless otherwise agreed with the Owner, take responsibility for any loss in weight, if applicable.
- D 1.23 Movement of Goods within the same Delivery Area - Warehouses under the control of different Warehousekeepers³³³⁴**
- D 1.23.1 Prior to any movement of Goods from a Warehouse of one Warehousekeeper directly to another Warehouse under the control of a different Warehousekeeper within the same Delivery Area:
- (a) the current Warehousekeeper shall make a written application to the Exchange giving the following information:

³³³⁴ Amended 1 April 2015

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D 1.25.2 Where movement or change in control of Goods having a Valid Grading Result occurs in circumstances where the Exchange determines in its sole discretion that the original Warehousekeeper is no longer able to carry on business in the capacity of a Warehousekeeper or has been delisted from the List of Nominated Warehousekeepers and Nominated Warehouses and the Goods move from one Warehouse to another in a different Delivery Area under the control of either the same or different Warehousekeepers, then the Exchange may determine that the Goods do not require re-grading before they may be tendered if the Exchange concludes that the specific circumstances warrant such an approach.

D 1.26 Warehouse Charges³⁴³⁵

D 1.26.1 At the time of application to be approved as a Nominated Warehousekeeper in accordance with GWP D 1.8, and at each subsequent annual renewal of nomination in accordance with GWP D 1.10, a Warehousekeeper shall submit to the Exchange details of the charges which it may make in respect of both:

- (a) Robusta Coffee (in bags or FIBCs) and Cocoa (in bags and/or in bulk) which is stored in its Warehouses and listed on Guardian; and
- (b) Robusta Coffee (in bags or FIBCs) and Cocoa (in bags and/or in bulk) which is stored in its Warehouses under a commercial agreement.

Details of the charges notified to the Exchange under GWP D 1.26.1 shall include, but are not limited to, Loading In Charge, Rent, Weighing, Sampling, rebagging and Loading Out Charge and shall be for the period up to the next annual renewal of nomination. Charges submitted in accordance with GWP D 1.26(1)(b) should be accompanied by commercial term sheets as a means to substantiate those charges.

D 1.26.2 The details of the charges notified to the Exchange pursuant to GWP D 1.26.1(a) above shall be reasonable and comparable with the commercial charges levied for similar services and shall be justified by the applicant as such.

D 1.26.3 The charges submitted pursuant to GWP D 1.26.1(a) in respect of Rent and the Loading Out Charge shall state the **maximum** amount (inclusive of any applicable taxes) which the Warehousekeeper may charge.

D 1.26.4 Except pursuant to GWP D 1.26.10, Rent and Loading Out Charges submitted in accordance with GWP D 1.26.1(a) may only be increased once a year at the annual renewal of nomination. The Exchange must receive written notice of any proposed increase in the charges at least ninety days prior to the Warehousekeeper's annual renewal of nomination. [In the case of Robusta Coffee, pre-paid Load Out Charges may not be increased for Warrants already delivered in that Warehousekeeper through the tender process save where this additional cost is occasioned by a subsequent owner changing the storage format of the Robusta Coffee and this additional Load Out Charge shall also be pre-paid by the then relevant owner that occasioned the additional costs.]

D 1.26.5 On receipt of a notification under GWP D 1.26.4 the Exchange will invite the Warehousekeeper to justify any proposed increase as reasonable and comparable with commercial charges levied for similar services. If the proposed increase in charges can be so reasonably justified to the Exchange then the increase shall become effective on the date of the Warehousekeeper's annual renewal of nomination. If the proposed increase in charges cannot be justified to the Exchange then the increase shall not become effective with respect to Robusta Coffee and Cocoa stored by the Warehousekeeper and listed on Guardian.

D 1.26.6 A Warehousekeeper may not impose any charges in relation to the delivery of Goods out of a Warehouse on to a truck or a lorry other than a Loading Out Charge. However, nothing in this GWP D 1.26 shall prevent a Warehousekeeper from agreeing with an Owner:

³⁴³⁵ Amendments in square brackets will take effect from the July 2018 delivery month.

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- (a) to levy any charges which are lower than the maximum amount published by the Exchange pursuant to GWP D 1.26.8;
- (b) to charge a different amount from the Loading Out Charge for the delivery of Goods from within a Warehouse on to a different means of transport; or
- (c) for the provision of additional services, and additional charges for such services, in addition to those services covered by the Rent and Loading Out Charge,

where so requested by, or agreed with, an Owner.

D 1.26.7 A Warehousekeeper shall, upon a request from the Exchange, provide details to the Exchange of any charges made, or agreed to be made, between the Warehousekeeper and an Owner in respect of the Robusta Coffee comprising a Lot or the Cocoa comprising a Delivery Unit.

D 1.26.8 The Exchange will publish, in respect of the nomination period, details of the maximum Rent and Loading Out Charges accepted by the Exchange pursuant to GWP D 1.26.1(a) in a format as determined by the Exchange from time to time in the Published List of Rent and Loading Out Charges on the ICE website (www.theice.com).³⁵³⁶

D 1.26.9 A Warehousekeeper may not charge Rent or Loading Out Charges which exceed the maximum amount published by the Exchange in respect of a nomination period.

D 1.26.10 Notwithstanding GWP D 1.26.4, a Warehousekeeper may, in exceptional circumstances, submit a written request to the Exchange seeking approval to increase the maximum amount of Rent and/or Loading Out Charges levied by it in respect of the nomination period [or in the case of Loading Out Charges levied in advance on a particular owner]. The Exchange may permit or reject such an increase at its absolute discretion and the decision shall be final.

[D 1.26.11 In respect to Robusta Coffee:

- (a) a Warehousekeeper may not make any charges with regard to Loading Out costs to any subsequent owner other than the first Seller who tenders the Warrants at that Warehousekeeper (save additional costs may be levied on a pre-payment basis by owners (including subsequent owners) who raise load out costs by changing the format of the storage of the goods under Warrant).
- (b) For subsequent tenders of the same Warrant at the same Warehousekeeper, Loading Out Charges shall be considered already pre-paid and cannot be re-charged by the Warehousekeeper to any subsequent owner.
- (c) (save as outlined at D1.26.10 above) Loading Out Charges may not be increased for Robusta Coffee under Warrants already delivered in that Warehousekeeper through the tender process.
- (d) If Robusta Coffee under Warrants move to a new Warehousekeeper, that new Warehousekeeper is entitled to charge Loading Out Charges to the next Seller who tenders the Warrants at the new Warehousekeeper.]

D 1.27 Loading Out of Goods from a Nominated Warehousekeeper

D 1.27.1 In respect of a lot or Delivery Unit which has been awarded a Valid Grading Result and which is to be Loaded Out of a Nominated Warehouse for reasons other than those detailed in GWPs D 1.21, D 1.22 and D 1.24, the Member or, if he is not the Owner of the Goods, the Owner on whose behalf the

³⁵³⁶ With effect from the July 2018 delivery month, D 1.26.8 will read “The Exchange may publish, in respect of the nomination period, details of the maximum Rent and Loading Out Charges accepted by the Exchange pursuant to GWP D 1.26.1(a) in a format as determined by the Exchange from time to time in the Published List of Rent and Loading Out Charges on the ICE website (www.theice.com).”

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D 1.27.12 Where the Warehousekeeper is in receipt of requests from one or more Members to Load Out both Robusta Coffee and Cocoa at the same time, the Warehousekeeper must meet the minimum Loading Out rates for both Robusta Coffee and Cocoa.

D 1.27.13 It should be noted that where a Dual Capacity Warehousekeeper is in receipt of requests from one or more Members to Load Out Cocoa stored in both bags and bulk at the same time the Dual Capacity Warehousekeeper must meet the minimum Loading Out rates for both the bagged and bulk Cocoa. Further, should a Dual Capacity Warehousekeeper receive requests from one or more Members to load out Robusta Coffee and Cocoa stored in bags and bulk at the same time the Dual Capacity Warehousekeeper must meet the minimum Loading Out rates in respect of the Robust Coffee and the bagged and bulk Cocoa.

D 1.28 Sanctions³⁷

D 1.28.1 For contracts subject to delivery obligations where the country of origin is specified or recorded, notwithstanding any specific rules on country of origin herein, no Warehousekeeper shall issue any warrant that may be used on the Exchange (in respect of goods that have not been previously subject to such a warehouse warrant, whether issued by that Warehousekeeper or another Warehousekeeper) if the country of origin is a Comprehensive Sanctions Jurisdiction at the time of issuance of the warrant or receipt by the Warehousekeeper of the goods, unless or except:

- (a) pursuant to an exemption or exception in the applicable Laws establishing the Sanction or any regulations thereunder or subject to an applicable licence granted by all relevant Governmental Authorities under that applicable Law;
- (b) to the extent that any obligation, undertaking, representation or statement contemplated by this GWP D 1.28.1 would be in conflict with any applicable Laws purporting to nullify or restrict the effect of foreign Sanctions or preventing boycotts; or
- (c) pursuant to any due diligence the Exchange deems fit, with the Exchange's prior written consent.

³⁷ Inserted [●] February 2017

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D 4. COCOA³⁶³⁸

D 2.1 Piling of Cocoa

D 2.1.1 Subject to Schedule 1 of these GWPs in respect of Cocoa Goods stored in bags, details of which are represented by the Warrant recorded on Guardian, the following storage requirements shall be observed:

- (a) each Delivery Unit shall be stored in a single Warehouse on pallets at ground level, with the exception of multi-storey Warehouses with wooden floors where the bags of Cocoa may be stored directly on the floor;
- (b) Cocoa comprising a Standard Delivery Unit shall be stored, subject to GWP D 2.1.1(d), together in a single row, pile or component of a block stow;
- (c) Cocoa comprising a Large Delivery Unit shall be stored in no more than two adjacent rows, piles or block stows. GWP D 2.1.1(f) shall apply to each non-adjoining row or pile;
- (d) where a Delivery Unit is composed of palletised bags the bags on each pallet shall relate only to that Delivery Unit. Where there is a balance of bags making up a Delivery Unit which is insufficient to fill a pallet to capacity, those remaining bags shall be exclusively stored on a pallet which shall be marked in accordance with GWP D 2.2 and placed either on top of the column of pallets comprising the majority of the Delivery Unit or at the end of the row in which the Delivery Unit is piled;
- (e) Cocoa shall be stored with a gap of at least 45 centimetres:
 - (i) from any wall; and
 - (ii) from any other Cocoa or other material stored in the Warehouse to allow compliance with GWP D 2.1.1(f); or
- (f) at least 40% of the bags in a Delivery Unit or non-adjoining row or pile of a Large Delivery Unit must be accessible for sampling. Where the Delivery Unit is composed of palletised bags stored in columns or rows, at least one side of each pallet shall be readily accessible for sampling. Where the parcel, lot or Delivery Unit forms all or part of a block stow, or is composed of two block stows, all sides of the block stow shall be readily accessible for sampling;

D 2.1.2 In respect of Cocoa Goods stored in bulk, the following storage requirements shall be observed in addition to those in GWP D 1.16.7:

- (a) each Bulk Delivery Unit must be readily identifiable by the Warehousekeeper and the Exchange inspectors;
- (b) each Bulk Delivery Unit shall be stored:
 - (i) in one pile segregated from all other Bulk Delivery Units or, other Cocoa stored in bulk, by temporary or permanent partitioning as detailed in GWP D 1.16.7(c) and in such a way as to ensure the Cocoa is secure from theft; or
 - (ii) in accordance with such other requirements as may be determined by the Exchange from time to time;

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Cocoa such that a total of a minimum 100 individual samples are drawn from the Bulk Delivery Unit into bags which are clean, dry, empty and odourless;

- (b) sampling of each Bulk Delivery Unit shall be completed within a period of 30 calendar days from the date on which sampling commenced. During such period, the bag(s) containing the incremental samples shall be sealed at all times when sampling is not taking place, and shall be clearly marked and stored in a secure location;
- (c) following completion of movement and weighing or reweighing, the Cocoa drawn, which shall be a minimum of 50 kg, shall be quartered to provide a grading sample of 5 kg minimum weight. The balance of the 50 kg drawn shall be returned to the relevant Bulk Delivery Unit;
- (d) the grading sample shall be placed in a clean, dry, empty and odourless cotton or linen sample bag with a tare not exceeding 250 g. The sample bag shall be sealed with the Warehousekeeper's seal, and also if supervised the Supervision Company's seal and the sample bag shall be marked with the details specified in GWP D 2.5.1(b);
- (e) the Warehousekeeper shall record on Guardian that the 5 kg sample has been drawn; and
- (f) the Warehousekeeper shall maintain a record of the equipment used for the repiling and sampling, the speed of the Cocoa flow and the intervals during which the incremental samples were drawn, and the individual dates on which each incremental sample, or consecutive incremental samples, were drawn.

D 2.7 Submission of a Sample

D 2.7.1 A Warehousekeeper shall draw a sample in accordance with GWPs D 2.4 to D 2.6, as the case may be, and shall submit such sample directly to the Grading Room for grading. Customs duties, if any, shall be for the account of the Warehousekeeper.

D 2.7.2 Samples for grading, and the related application for grading, must be submitted directly to the Grading Room:

- (a) in respect of a Standard Delivery Unit or Large Delivery Unit, within 60 calendar days of the date on which the sample was drawn; and
- (b) in respect of a Bulk Delivery Unit, within 60 calendar days of the date on which the first incremental sample forming part of the sample material was drawn.

D 2.7.3 The Exchange may at its sole discretion, designate the time or day at which samples may be delivered to the Grading Room.

D 2.7.4 A Member may request the Exchange to withdraw a sample submitted to the Grading Room for grading in accordance with the procedures detailed in Section E of these GWPs. Any such request must be made to the Grading Room via Guardian. Requests to withdraw samples submitted to the Grading Room for grading may be made at any time prior to the sample being presented to the Grading Panel for grading.

D 2.7.5 Where a valid request to withdraw a sample submitted to the Grading Room for grading has been received, the Exchange may charge the Member requesting the withdrawal a fee as prescribed from time to time by the Exchange.

D 2.8 Fumigation and Fogging³⁷³⁹

³⁷³⁹ Amended 10 October 2016

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- D 4.9** **Conversion of a Delivery Unit³⁸⁴⁰**
- D 2.9.1 In addition to his obligations under GWP D 1.17 a Warehousekeeper will be required to identify a Delivery Unit that has been converted by including the following on Guardian as a suffix to the Warrant number:
- (a) “DFB” (derived from Bulk);
 - (b) “DFL” (derived from Large); or
 - (c) “DFS” (derived from Standard).
- D 2.9.2 The Owner of the Cocoa comprising a Delivery Unit, details of which are represented by the Warrant recorded on Guardian, may instruct a Warehousekeeper to convert such a Delivery Unit provided that:
- (a) the prior written consent of the Exchange is obtained and, subject to Rule EEEE.12(d)(i) (ICE Futures London Cocoa Futures Contract) or Rule EEEE1.12(d)(i) (ICE Futures Euro Cocoa Futures Contract), as the case may be, such Delivery Unit is not the subject of a Tender; and
 - (b) such conversion is made in accordance with these GWPs and the status of the Warehousekeeper.
- D 2.9.3 A Warehousekeeper may:
- (a) convert a Bulk Delivery Unit to Large and/or Standard Delivery Units, or a Large Delivery Unit to Standard Delivery Units either:
 - (i) upon instruction from the Exchange to the Seller to convert a Delivery Unit in accordance with Rule EEEE.12(c) (ICE Futures London Cocoa Futures Contract) or Rule EEEE1.12(c) (ICE Futures Euro Cocoa Futures Contract), as the case may be; or
 - (ii) at the request of the Owner of the Cocoa; or
 - (b) convert Standard or Large Delivery Units to form a Large or Bulk Delivery Unit at the request of the Owner of the Cocoa.
- D 2.9.4 (a) A conversion of:
- (i) a Bulk Delivery Unit into Standard and/or Large Delivery Units; or
 - (ii) Standard and/or Large Delivery Units into a Bulk Delivery Unit;
- or
- (b) the formation of a Bulk Delivery Unit from any other Cocoa (subject to GWPs D 2.9.11 and D 2.9.12), for delivery under a Contract, shall only be undertaken by a Dual Capacity Warehousekeeper.
- D 2.9.5 (a) A conversion of:
- (i) a Large Delivery Unit into Standard Delivery Units; or
 - (ii) Standard Delivery Units into a Large Delivery Unit; or
- (b) the formation of a Standard or Large Delivery Unit from any other Cocoa (subject to GWPs D 2.9.11 and D 2.9.12),

³⁸⁴⁰ Amended 26 May 2015

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- (b) the Exchange shall not approve such conversion if any of the relevant Delivery Units has previously been graded not tenderable, or for any other reason at the absolute discretion of the Exchange; and
- (c) upon receipt of the Exchange's approval to convert the Delivery Unit, the Warehousekeeper shall:
 - (i) in respect of the formation of a Bulk Delivery Unit:
 - (A) remove the Cocoa being converted to a Warehouse nominated for the storage of bulk Cocoa;
 - (B) de-bag the Cocoa, weigh and pile it; and
 - (ii) in respect of the creation of a Large Delivery Unit, weigh such Delivery Unit and re-pile in accordance with GWP D 2.1;

and if so instructed by the Owner of the Cocoa sample the Cocoa in accordance with GWPs D 2.3 and D 2.4 or D 2.5, as the case may be.

D 4.12 **Rebagging of Cocoa in Unsound or Damaged Bags**³⁹⁴¹

- D 2.12.1 In respect of a Standard Delivery Unit or Large Delivery Unit, details of which are represented by the Warrants recorded on Guardian and which is, or has been, the subject of a Valid Grading Result, the Cocoa may be rebagged at the discretion of the Exchange where the fabric of the bags comprising all or part of the Delivery Unit has become unsound or damaged, providing the Cocoa contained in such bags remains sound.
- D 2.12.2 In the event that such rebagging is required, the Warehousekeeper storing the Cocoa shall inform the Exchange of the details, including the following information:
 - (a) proof of the instructions from the Owner of the Cocoa to rebag such Cocoa;
 - (b) the reason why rebagging is necessary;
 - (c) the Warrant number of the relevant Delivery Unit; and
 - (d) the approximate number of bags requiring rebaggingand request approval to rebag the Cocoa.
- D 2.12.3 In considering such a request, the Exchange may require further information to be provided by the Warehousekeeper. In the event that such rebagging is authorised by the Exchange, it may, at its absolute discretion, supervise such rebagging.
- D 2.12.4 Where such rebagging occurs, the Warehousekeeper shall rebag the Cocoa into bag(s) meeting the criteria prescribed by the Exchange from time to time. Where the Exchange has appointed a supervisor, the rebagging shall only take place in the presence of such supervisor.
- D 2.12.5 The bag(s) into which the Cocoa is rebagged shall be marked with the mark or marks of the original bag(s).

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- D 2.12.6 The Warehousekeeper shall amend the details on the Warrant for the Delivery Unit to show the number of original bags which have been rebagged.
- D 2.12.7 Upon the rebagging of any such Cocoa comprised in a Delivery Unit, any Valid Grading Result for such Delivery Unit shall, subject to Rule EEEE.3(e)(iii) (ICE Futures London Cocoa Futures Contract) or Rule EEEE1.3(e)(iii) (ICE Futures Euro Cocoa Futures Contract), immediately lapse, unless the Exchange determines, in its absolute discretion, that the Valid Grading Result shall continue to apply to Cocoa contained in a Delivery Unit which has been rebagged in whole or in part:
- (a) as a consequence of one or more bags contained in the Delivery Unit becoming damaged in the Warehouse or in transit; and
 - (b) in accordance with any instructions or other directions given by the Exchange.
- D 2.12.8 The costs of rebagging Cocoa comprised in a Delivery Unit shall be borne by the Owner of the Cocoa.
- D 4.13** **Top-up of a Delivery Unit⁴⁰⁴²**
- D 2.13.1 In respect of a Delivery Unit, details of which are represented by the Warrant recorded on Guardian and which is, or has been, the subject of a Valid Grading Result, and upon reweighing is found to be of a weight less than the tolerance specified in Rule EEEE.5(e) (ICE Futures London Cocoa Futures Contract) or Rule EEEE1.5(e) (ICE Futures Euro Cocoa Futures Contract), Cocoa may be added to the Delivery Unit provided that:
- (a) following the addition of Cocoa the Delivery Unit is in compliance with Rule EEEE (ICE Futures London Cocoa Futures Contract) or Rule EEEE1 (ICE Futures Euro Cocoa Futures Contract), and with GWP D 2.1.3;
 - (b) the additional Cocoa has never been graded as not tenderable; and
 - (c) in respect of Standard or Large Delivery Units the additional Cocoa is contained in bag(s) meeting the criteria prescribed by the Exchange from time to time.
- D 2.13.2 Any Delivery Unit having a Valid Grading Result which has been the subject of a top-up may not be tendered following the top up until the Delivery Unit has been weighed and re graded as tenderable.
- D 2.13.3 The cost of a top-up of a Delivery Unit shall be borne by the Owner of the Cocoa.

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SECTION E: GRADING PROCEDURES IN RESPECT OF COCOA AND ROBUSTA COFFEE

E 1. GENERAL

E 1.1 Exchange Grading Operations

E 1.1.1 The grading operations necessary to support the ICE Futures London Cocoa Futures Contracts, ICE Futures Euro Cocoa Futures Contracts and ICE Futures Robusta Coffee Futures Contracts are managed by the Exchange.

E 1.1.2 In respect of grading operations, the Exchange is responsible for:

- (a) maintaining a list of suitably qualified and Graders;
- (b) convening Grading Panels and Appeal Panels;
- (c) supervising the grading and appeal process, where necessary;
- (d) recording and disseminating grading results; and
- (e) overseeing the return of a graded sample to an applicant or his appointed agent.

E 1.1.3 Neither the Exchange nor any department, panel or individual operating on behalf of or in association with the Exchange shall do anything under these GWPs or take any other action which shall put the Exchange in breach of any legislation, restriction or sanction to which it is subject.

E 1.2 Application and Qualification as an ICE Registered Cocoa or ICE Robusta Coffee Grader⁴¹⁴³

E 1.2.1 To be registered with the Exchange as an ICE Registered Cocoa or ICE Robusta Coffee Grader, an individual must complete an application in the form prescribed by the Exchange from time to time. The Exchange will determine, in its absolute discretion, whether the applicant is suitable and if so, the applicant will be invited to attend either a Cocoa or Robusta Coffee grading course, as the case may be, held by the Exchange. Such courses are held by the Exchange at such times and at such cost to the applicant as the Exchange may determine in its absolute discretion.

E 1.2.2 An employee of, or a person in regular employment by a Warehousekeeper or Supervision Company is ineligible to be registered as a Grader, as such person may have a potential conflict of interest.

E 1.2.3 Registered Cocoa or Robusta Coffee graders, who may be employees of the Exchange, must on completion of the grading course, undertake the written and practical examinations prescribed by the Exchange.

E 1.2.4 All applicants who successfully complete the examination process must sign a Graders Contract before undergoing a series of “grading observations”, the nature and duration of which shall be determined by the Exchange.

E 1.2.5 Notwithstanding that an applicant has complied with GWPs E 1.2.1 to 1.2.4, the Exchange may, in its absolute discretion, deny the applicant registration as an ICE Registered Cocoa or Robusta Coffee Grader.

E 1.2.6 The Exchange may require a Grader to undergo a series of grading observations as specified in GWP E 1.2.4, if the Grader has not participated in a Grading Panel for six months or more.

⁴¹⁴³ Amended 26 May 2015

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- E 1.3** **Conduct of Graders⁴²⁴⁴**
- E 1.3.1 A Grader must act in accordance with the standards required by these GWPs and the Graders Contract.
- E 1.3.2 During the course of grading, whilst conducting other duties pertaining to their office or while on the Exchange's premises, a Grader shall maintain the highest standards of professional conduct and orderly behaviour.
- E 1.3.3 Where a Grader is called to join a Grading Panel or Appeal Panel, as the case may be, and the Grader is, or becomes, aware that the company of which he is an employee, or any Related Company, has an interest in Cocoa or Robusta Coffee that is the subject of the relevant application for grading, he shall inform the Exchange of such interest immediately. The Exchange shall either:
- (a) arrange for the Grading Panel or Appeal Panel, as the case may be, of which such Grader is a member, to grade samples in which there is no such interest; or
 - (b) defer grading until such time as another Grading Panel or Appeal Panel, as the case may be, can be constituted, or where circumstances are such that grading cannot be deferred, call another Grader to replace the Grader on the relevant Grading Panel or Appeal Panel.
- E 1.3.4 If a member of a Grading Panel or Appeal Panel is believed, in the opinion of an Exchange official, to be under the influence of alcohol or drugs, such Grader will not be permitted to undertake grading on behalf of the Exchange.
- E 1.3.5 While in the Grading Room, a Grader must refrain from behaviour which might distract any member of another Grading Panel or Appeal Panel.
- E 1.3.6 A Grader should not observe the grading taking place at other Grading Stations or confer with other Graders not forming part of his Grading Panel or Appeal Panel, in respect of samples that such Grading Panel or Appeal Panel are grading.
- E 1.3.7 An Exchange official may stop or suspend grading at any time, if he considers that the Regulations or these GWPs are being breached, or that the fairness of the grading of any sample has been compromised.
- E 1.3.8 [DELETED]
- E 1.3.9 If an Exchange official has reason to believe that a Grader has acted or is acting in breach of the Regulations or these GWPs then a senior Exchange Official must be informed as soon as possible of the suspected breach.
- E 1.3.10 A Grader must not remove samples of Cocoa or Robusta Coffee from the Grading Room.
- E 1.3.11 Graders must leave the Grading Room promptly once they have completed grading the samples allocated to their Grading Panel or Appeal Panel, as the case may be.
- E 1.3.12 Smoking or eating in the Grading Room is prohibited.
- E 1.3.13 A Grader who fails to follow these GWPs, may be liable to further investigation. Should such an investigation provide evidence that the Grader has breached the Regulations or these GWPs then the Exchange shall take such disciplinary action it deems appropriate, which may include de-registration. Any such disciplinary action will only be imposed after the Grader concerned has been given a fair and appropriate opportunity to present his case to the Exchange.
- E 1.4** **Interested Parties**

⁴²⁴⁴ Amended 26 May 2015

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- E 1.4.1 A Grader who is employed by, or otherwise associated with, a company which is an interested party with regard to any parcel, lot or Delivery Unit, shall not be appointed to, and must not knowingly participate in, a Grading Panel or an Appeal Panel in respect of such parcel, lot or Delivery Unit. Whether such association exists shall be at the sole determination of the Exchange.
- E 1.4.2 The following are interested parties for the purpose of GWP E 1.4.1:
- (a) the applicant for grading;
 - (b) the Owner of the Goods; and
 - (c) where either the applicant or Owner of the Goods is a company, a Related Company.
- E 1.4.3 Notwithstanding GWPs E 1.4.1 and E 1.4.2, a grading result shall not be invalidated in the event that the parcel, lot or Delivery Unit to which it applies is subsequently received, by way of tender against an Exchange contract, by a company which employs, or is otherwise associated with a Grader who participated in the grading of such parcel, lot or Delivery Unit.
- E 1.5 Termination of Registration as a Grader**
- E 1.5.1 The registration of a Grader may be terminated:
- (a) upon such notice as the Exchange may deem expedient, if the Grader does not continue to meet the criteria for registration as determined by the Exchange in its absolute discretion; or
 - (b) either summarily or upon such notice as the Exchange may in its absolute discretion deem expedient, if the Grader's acts, or the Grader's failure to act, is in breach of the requirements of the Regulations, the Grader's Contract or these GWPs and, as a consequence of disciplinary action by the Exchange, the Exchange determines such termination is appropriate.
- E 1.5.2 If a Grader wishes to resign from being a ICE Registered Cocoa or Robusta Coffee Grader, the Grader must give four weeks notice to the Exchange. A Grader must comply with any conditions the Exchange may impose on his resignation.
- E 1.6 Grading and Appeal Panels⁴³⁴⁵**
- E 1.6.1 On receiving an application for grading or notice of an appeal in respect of a grading result, the Exchange will, at its absolute discretion, convene a Grading Panel or Appeal Panel, respectively, from the list of the ICE Registered Cocoa or Robusta Coffee Graders, as the case may be, who are eligible to grade. The Exchange will endeavour to ensure that each Grading Panel or Appeal Panel includes Graders with appropriate experience of the Appeal process.
- E 1.6.2 The Exchange will as far as practicable select a ICE Registered Cocoa or Robusta Coffee Grader, as the case may be, to form part of a Grading Panel or Appeal Panel in rotation provided that:
- (a) not more than one Grader from the same company, or a Related Company, will be selected to form the same Grading Panel or Appeal Panel;
 - (b) a Grader who is an employee of the Member, or a Related Company, submitting an application for grading or, if such Member is not the Owner of the Goods from which the sample was

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drawn, then the Owner of such Goods, or a Related Company, shall not form part of the Grading Panel or Appeal Panel undertaking the grading of such sample; and

- (c) a Grader will not form part of an Appeal Panel if such Grader formed part of the Grading Panel that originally graded such sample.

Grading Appeals⁴⁴⁶

E 1.7

E 1.7.1

In respect of Robusta Coffee:

- (a) There shall be no appeal in respect of a parcel or lot graded as tenderable. The applicant Member may appeal the grading result in respect of a parcel or lot graded as not tenderable, provided such appeal is made in accordance with these GWPs and within five business days after the date of the grading result;

In respect of Cocoa:

- (b) all Cocoa Delivery Units which have failed Grading due to excess Residue and Foreign Matter only, an application may be made in accordance with these GWPs to recondition the Goods removing the Residue and Foreign Matter and enter subsequent sample and grading application in Guardian;

For contract months up to and excluding May 2017, in respect of Cocoa:

- (c) The applicant Member may appeal the grading result issued by the Exchange provided such appeal is made in accordance with these GWPs and within twenty business days after the date of the grading result;

For contract months from and including May 2017, in respect of Cocoa:

- (d) the applicant Member may appeal the grading result issued by the Exchange provided such appeal is made in accordance with these GWPs and within twenty business days after the date of the grading result; and
- (e) in addition to the above appeal process, in respect of Cocoa in Bulk, the applicant Member may appeal the FFA test results separately in accordance with these GWPs and within twenty business days after the date of the grading result.

E 1.7.2

An appeal may be lodged by the Nominated Member via Guardian complete with the details of the relevant Warrant number.

E 1.7.3

In respect of:

- (a) Cocoa, the original sample shall be submitted within twenty business days after the date of the grading result; and
- (b) Robusta Coffee, for a lot or parcel graded individually the original sample shall be submitted within ten business days after the date of the grading result. For grouped lots, sample material weighing a minimum of 1.5kg representing the grading sample in GWP E 3.2.2 shall be submitted within ten business days after the date of the grading result.

E 1.7.4

In all cases the original sample must be submitted with the Exchange's seal intact. Where such a seal is broken, an appeal will not be undertaken.

⁴⁴⁶ Amended 26 May 2015, 01 August 2015

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E 1.7.5 Grading appeals shall be conducted on the sample, or for samples graded as grouped lots a portion of sample material, originally submitted for grading.

E 1.7.6 If the Appeal Panel decide that the original decision of the Grading Panel should be changed, the previous grading result will cease to be valid. The Exchange shall notify the applicant Member of the appeal grading result by such means and in a form prescribed by the Exchange from time to time.

E 1.8 Grading and Appeal Fees

E 1.8.1 The fee payable in respect of an application for grading a Delivery Unit of Cocoa or a parcel, lot or grouped lots of Robusta Coffee or in respect of a notice of appeal, as the case may be, shall be prescribed from time to time by the Exchange. It shall be payable on demand, or at such other time and in such manner as may be prescribed by the Exchange from time to time.

E 1.8.2 Appeal fees in respect of grading appeals conducted in accordance with the Cocoa and Robusta Coffee Contract Rules shall not be reimbursed to the applicant in any circumstances.

E 1.8.3 The Exchange shall pay to the members of a Grading Panel or Appeal Panel such fee as it shall from time to time determine.

E 1.9 Liability for Grading

E 1.9.1 Without prejudice to any exclusion of liability provision in the Regulations, none of the Exchange, the Directors or the Clearing House shall be liable for any loss or damage whatsoever, whether for negligence, breach of contract, misrepresentation or otherwise, in respect of the failure to grade a sample of Cocoa or Robusta Coffee or to issue a grading result by a particular date.

E 1.9.2 Nothing in this GWP shall operate to exclude or restrict the liability of the Exchange, the Directors or the Clearing House for fraud, wilful default or death or personal injury due to negligence.

E 1.9.3 No person serving on any Grading Panel or Appeal Panel shall, in the absence of bad faith or wilful default, be under any liability whatsoever whether in contract, in tort or otherwise to any Member or other person for any decision taken or other act or omission in respect of an application for grading.

E 1.10 Application for Grading or Re-grading⁴⁵⁴⁷

E 1.10.1 An application for grading or re-grading, as the case may be, shall be made by a Nominated Member, via Guardian.

E 1.10.2 A Member may apply to the Exchange for grading or re-grading, as the case may be, if, in respect of Cocoa, and subject to GWP E 2.1:

- (i) the Delivery Unit does not have a Valid Grading Result; or
- (ii) the Delivery Unit does have a Valid Grading Result and the application for grading is made no earlier than the beginning of the calendar month immediately prior to the calendar month in which the Valid Grading Result expires;

E 1.10.3 Irrespective of the usual validity period of a grading result for Cocoa which is the subject of an application for re-grading in accordance with GWP E.1.10.2 shall immediately lapse upon commencement of such re-grading.

⁴⁵⁴⁷ Amended 01 August 2015

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- E 1.10.4 In respect of Cocoa, no application for re-grading of a Delivery Unit may be made where the Cocoa comprising the Delivery Unit has previously been graded as not tenderable, with the exception where a Delivery Unit has failed due to Residue and Foreign Matter only.
- E 1.10.5 A Member may apply to the Exchange for grading of a lot or grouped lots of Robusta Coffee at any time, subject to GWP E 1.10.6.
- E 1.10.6 In respect of Robusta Coffee, no application for grading of a lot may be made where part or all of the Robusta Coffee comprising the lot has previously been graded.
- E 1.11** **Grading Process – General**⁴⁶⁴⁸
- E 1.11.1 Upon receipt of one or more applications for the initial grading of Cocoa or Robusta Coffee, or the re-grading of Cocoa Goods pursuant to the relevant Contract Rules and these GWPs, or if otherwise required to do so under GWP E 1.7, the Exchange shall, at its absolute discretion, convene a Grading Panel or Appeal Panel, as the case may be. Such Grading Panel or Appeal Panel shall consist (subject to GWP E 1.6.2) of a minimum of:
- (a) three Cocoa Graders in respect of a Delivery Unit;
 - (b) three Robusta Coffee Graders in respect of a lot or grouped lots.
- E 1.11.2 In respect of each parcel, lot, grouped lots or Delivery Unit for which an application for grading is made, the Grading Panel shall examine the sample submitted and shall determine the grading result.
- E 1.11.3 Subject to GWP E 1.11.1, grading for Robusta Coffee will only commence once all the Graders selected to form a Grading Panel or Appeal Panel are present at the relevant Grading Station, and ready to commence.
- E 1.11.4 Prior to grading commencing, the Grading Panel will check that:
- (a) the seal(s) on the sample is/are in place and intact; and
 - (b) the sample does not weigh less than the weight prescribed in these GWPs for a sample from the relevant parcel lot or Delivery Unit.
- In addition, the Grading Panel may check that the tare weight of the sample bag does not exceed the weight prescribed in these GWPs for a sample from the relevant parcel, lot or Delivery Unit.
- E 1.11.5 If the details on a sample bag do not correspond to those on the relevant application for grading, an Exchange Official will advise the applicant Member. The applicant Member, or, if he is not the Owner of the Goods, the Owner on whose behalf the Member is making the application for grading, may arrange for either the Warehousekeeper, or his appointed agent, to alter the details on the sample bag and initial and stamp the alteration.
- E 1.11.6 If in the opinion of an Exchange official, or the Grading Panel, the sample bag is insecure, incorrectly sealed, appears to have been tampered with or a sample weighs less than the correct weight prescribed for a sample from the relevant parcel, lot or Delivery Unit such sample shall not be graded. The applicant Member will be informed of such fact and they, or the Owner of the Goods may, instruct the Warehousekeeper to draw a fresh sample in accordance with the Regulations, including the relevant Contract Rules, and these GWPs and may then submit a new application for grading in respect of the relevant Goods.

⁴⁶⁴⁸ Amended 26 May 2015, 10 October 2016

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sample. Should the sample not be collected promptly, it shall become the property of the Exchange who may, at its absolute discretion, arrange for its storage or disposal.

E 1.11.14 Following completion of grading, the Exchange shall in respect of:

- (a) Cocoa, notify the applicant Member and if so determined by the Exchange also notify the Warehousekeeper; or
- (b) Robusta Coffee, notify the applicant Member and the Warehousekeeper;

of the grading result in respect of the Goods which are the subject of the application, by such means and in a form prescribed by the Exchange from time to time. If the Exchange notifies the Member of the grading result via Guardian and the Member is unable to access such facility, or is prevented from accessing such facility due to its malfunction or failure, the Exchange may prescribe an alternative means and, if required, form in which the grading result will be provided to the Nominated Member.

E 1.11.15 In respect of Robusta Coffee, where a lot comprises of two parcels, the Valid Grading Result of such lot shall state the discounts applicable, if any, in respect of the inferior parcel. Where such parcel is graded as not tenderable then the whole lot comprising of both parcels shall not be tenderable.

E 2. COCOA

E 2.1 General

E 2.1.1 If a parcel or lot is graded by ICE Registered Cocoa Graders as not tenderable under the previous Cocoa contract rules (see E 2.1.2 below), a Member may submit such Cocoa as part or all of a Delivery Unit for re-grading under the Cocoa Contract Rules.

E 2.1.2 If a Delivery Unit is graded by ICE Registered Cocoa Graders as not tenderable under the Cocoa Contract Rules, a Member shall not submit such Delivery Unit for re-grading under the Cocoa Contract Rules, except in accordance with the following:

A Member may, on one occasion only, apply to the Exchange for re-grading of a Delivery Unit where a previous application resulted in the sample being graded as not tenderable. This GWP will only apply where both of the following conditions are satisfied:

- (a) where the original sample was graded as not tenderable under the terms of the revised Cocoa contract rules in the period from 1 November 1999 to and including 31 May 2001; and
- (b) where the reason, marked on the grading result, for the sample being graded as not tenderable was indicated to be "Residue".

Notwithstanding the above, the Exchange may, in its absolute discretion, require Members to provide it with such other documentary evidence as the Exchange considers necessary in order to satisfy the Exchange that the Member meets the requirements detailed above.

E 2.2 Grading Process⁴⁷⁴⁹

E 2.2.1 Residue and Foreign Matter Test

E 2.2.1.1 A member of the Grading Panel shall, having satisfied himself that all seals are intact, break the sample-seal(s) and shall sieve the entire sample, using a sieve with a square mesh of 6mm. The Residue and Foreign Matter falling through the sieve, as well as any Residue and Foreign Matter remaining in the

⁴⁷⁴⁹ Amended 26 May 2015

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SECTION F: WARRANT MANAGEMENT SERVICE

F 1. Introduction

- F 1.1 The Warrant Management Service is offered by the Exchange through the Guardian system. The Warrant Management Service caters for Cocoa and Robusta Coffee Warrants. It allows for transfer of ownership from seller to buyer via the Clearing House in a tender cycle or between seller and buyer in the event of a physical sale/purchase provided that Warrants have been issued and lodged with a Depository and recorded on Guardian by a Depository as having been immobilised.
- F 1.2 Only Warehousekeepers may issue Warrants. A Warehousekeeper must issue and print a Warrant prior to the initial grading of the Goods to which that Warrant relates.
- F.1.3 Where there are differences in respect of the details as to weight, and/or Rent, and/or the ICE Futures Warehouse reference between the Warrant and the details recorded on Guardian, the details on Guardian will be correct.
- F 1.4 Warrants in respect of Goods which are to be delivered under the ICE Futures London Cocoa Futures Contract, ICE Futures Euro Cocoa Futures Contracts or the ICE Futures Robusta Coffee Futures Contract must be immobilised.
- F 1.5 A Warehousekeeper shall maintain on Guardian an accurate copy of the Terms and Conditions to which Warrants issued by him are subject.
- F 1.6 A Nominated Member shall maintain details of the Owner on Guardian.
- F 1.7 The Warrant Management Service is only available to:
- (a) Clearing Members;
 - (b) Warehousekeepers;
 - (d) the Exchange; and
 - (e) Depositories.

F 2 Legal Rules⁴⁸⁵⁰

- F 2.1 These rules as described in this GWP F 2 (the “rules”) set out the rights and obligations of Owners, Nominated Members and Warehousekeepers in respect of Warrants which have been immobilised in accordance with GWP F 3.4.
- F 2.2 These rules create rights and obligations legally enforceable by any Participant against any other Participant.
- ### F 2.3 Definitions
- F 2.3.1 In these rules:
- “Participant” means a Nominated Member and a Warehousekeeper.
- “Specified Third Party” means, in relation to a Nominated Member, an associate, and any person who is or was a Client of the Nominated Member.

⁴⁸⁵⁰ Amended 26 May 2015

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- (v) Bar code;
- (w) Depository number; and
- (x) Rent expiry date.

F 3.1.2 In relation to the printing of Warrants there are minimum print quality standards as detailed below:

- (a) produced using a minimum of 300 DPI printing technology;
- (b) the barcode symbol area must:
 - (i) be free from spots (black blobs in the white areas) and voids (white spaces in the black bars); and
 - (ii) exhibit a high symbol contrast (black bars to be clearly distinguishable from the white spaces); and
 - (iii) contain bars that are not fuzzy, wavy, smudged or blurred at the edges; and
 - (iv) be free from over laminates or gloss finishes.

F 3.2 Initial Nomination of a Clearing Member

F 3.2.1 A Warehousekeeper may create Commodity Units, take samples and give sampling notification through the Guardian system without the need to nominate a Clearing Member. A Clearing Member must be nominated by the Warehousekeeper on behalf of the Owner before a Warrant may be immobilised, or an application for grading made within Guardian.

F.3.2.2 Where there is no Nominated Member, an Owner may at any time instruct the Warehousekeeper to request the appointment of a Clearing Member as a Nominated Member. If an Owner does so, it shall provide the Warehousekeeper with the name and the ICE mnemonic of the Clearing Member. The Warehousekeeper shall post a request, which includes the Owner's name, on Guardian for the Nominated Member to confirm that it accepts the nomination.

F 3.2.3 A Warrant may only be tendered under a Contract if it has been immobilised.

F 3.3 Re-Print of a Missing Warrant

F 3.3.1 In the event of a Warehousekeeper being advised that a Warrant has been defaced, lost or destroyed, then all the requirements contained in the Terms and Conditions of the Warrant recorded on Guardian shall be fulfilled before a new Warrant may be issued by the Warehousekeeper. The Warehousekeeper shall ensure that it is recorded on Guardian that the original Warrant has been cancelled and is invalid and that the new Warrant has been issued in respect of the relevant Goods.

F 3.4 Immobilising a Warrant⁴⁹⁵¹

F 3.4.1 When Goods are graded as tenderable, the Owner should make arrangements for the relevant Warrants to be lodged with the Depository at the earliest opportunity. A Warrant may only be immobilised on the instructions of a Nominated Member on behalf of the Owner. The Nominated Member shall request immobilisation by a Depository of the Warrant in Guardian. The Warrant must then be lodged with a Depository by the Nominated Member. Upon acceptance of the Warrant, the Depository shall record the

⁴⁹⁵¹ Amended 26 May 2015

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F 5. Change of Nominated Member

F 5.1 At the request of the Owner, the Nominated Member may be changed on Guardian. The Owner shall supply the current Nominated Member with the name of the proposed Nominated Member. The current Nominated Member shall post a request on Guardian for the proposed Nominated Member to confirm that they accept the nomination. Once accepted, the Warrant shall be recorded under the name of the proposed Nominated Member.

F 6 Change of Warrant Form⁵⁰⁵²

F 6.1 At the request of the Owner, the Nominated Member may:

F 6.1.1 Immobilise a Warrant

F 6.1.1.1 The provisions of GWP F 3.4 shall apply.

F 6.1.2 Withdraw a Warrant from the Depository

F 6.1.2.1 The provisions of GWP F 3.4 shall apply.

F 6.1.2.2 At the request of an Owner, the Nominated Member may withdraw a Warrant from the Depository. The Depository shall register the Warrant as having been withdrawn from the Depository on Guardian when the Warrant has been delivered to the Nominated Member by the Depository.

F 6.1.2.3 A Warrant which has been withdrawn from the Depository shall not be tenderable under a Contract.

F 6.1.2.4 Where any details which are contained in the Warrant are different to that recorded on Guardian, the Warehousekeeper shall either update or replace the Warrant.

F 7. Movement Out

F 7.1 An Owner wishing to Move Out Goods which are the subject of a Warrant which has been recorded as immobilised on Guardian must ask the Nominated Member to request the withdrawal of the Warrant from the Depository and to hold it to the order of the Owner. Movement Out of the Goods must be carried out in accordance with GWP D 1.27.

F 8 Suspended Warrants⁵¹⁵³

F 8.1 The Exchange may, in its sole and absolute discretion, suspend or terminate at any time the status of any Warrant.

⁵⁰⁵² Amended 26 May 2015
⁵¹⁵³ Inserted 10 October 2016