

MILK SALE AGREEMENT

entered into between

.....
(FULL NAME OF LEGAL ENTITY)
whose further details appear in paragraph 1 of annexure "A" attached hereto
(hereafter referred to as the **Milk Producer**)

and

.....
(FULL NAME OF LEGAL ENTITY)
whose further details appear in paragraph 2 of annexure "A" attached hereto
(hereafter referred to as the **Milk Buyer**)

WHEREAS

the **Milk Producer** conducts dairy farming and produces **milk** which it wishes to sell;

AND WHEREAS

the **Milk Buyer** manufactures and distributes dairy products and needs **milk** for this purpose;

NOW THEREFORE

the **parties** agree as set out herein.

1 INTERPRETATION

1.1 In this **agreement** –

1.1.1 the various clauses have been provided with headings for convenience sake and not to be taken into consideration in their interpretation;

1.1.2 unless the context indicates a contrary intention, a word which denotes –

1.1.2.1 the male gender includes the female and neutral genders;

1.1.2.2 natural person includes a juristic person or association of persons and *vice versa*; and

1.1.2.3 the singular includes the plural and *vice versa*; and

1.1.3 terms appearing in **bold** shall be given their meaning as defined, while the same terms appearing in non-bold shall be interpreted in accordance with their plain English meaning.

1.2 If in terms of this **agreement**:

1.2.1 an act must be performed before the end of; or

1.2.2 a result is to follow after;

a prescribed number of days after a particular event:

1.2.3 the last day on which the act may be performed or the day after which the result will ensue (the “**effective date**”), will be the last of the prescribed number of days as counted, provided that the counting shall start from the day following on the day on which the event occurred; or,

1.2.4 if the counted period of days ends on a day which is not a **business day**, the **effective date** will be the first **business day** following on what would otherwise have been the **effective date**.

2 DEFINITIONS AND IDENTIFICATIONS

Unless the contrary appears from the context, the following words and expressions (arranged in alphabetical order) bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:

- 2.1 “**agreed delivery times**” means the times reasonably agreed upon by the **parties** from time to time and confirmed in writing, when milk tankers may collect **milk** from **collection points** on behalf of the **Milk Buyer**;
- 2.2 “**agreement**” means the agreement as set out in this document and the annexures thereto;
- 2.3 “**business day**” means any day other than a Saturday, a Sunday or a public holiday in the Republic of South Africa;
- 2.4 “**collection point**” means the place where the **Milk Buyer** collects milk from the **Milk Producer** as specified in paragraph 1.3 of annexure “**A**”;
- 2.5 “**commencement date**” means the date specified in paragraph 3 of annexure “**A**”;
- 2.6 “**dairy farm**” is any property on which the **Milk Producer** conducts his dairy farming and on which there is at least one separate **collection point**;
- 2.7 “**estimated milk production**” is the expected daily milk production of the **dairy farm**, or **dairy farms** collectively, as indicated by the **Milk Producer** in paragraph 1.4 of annexure “**A**”;
- 2.8 “**irresistible cause**” means *vis major* and includes (without detracting from any other occurrences covered by the rules and principles relating to *vis major*) *casus fortuitus* and shortages, interruptions, fluctuations or the unavailability of electrical power, water supply or means of communication, which cannot, according to objective standards of reasonable conduct, be avoided by the **party** whose performance is affected thereby;
- 2.9 “**milk**” means the milk produced by a lactating cow prior to being subjected to any additive or process which alters the nature of the lactate in any way;
- 2.10 “**milk health legislation**” means all legislation, including regulations, which govern the quality of **milk** produced for human consumption, including, where applicable, but not limited to the Agricultural Product Standards Act 119 of 1990, the Foodstuffs and Cosmetics and Disinfectants Act 54 of 1972;

- 2.11 “**parties**” means the **Milk Producer** and the **Milk Buyer** and “**party**” means either of them; and
- 2.12 “**physical address**” and “**fax number**” are the physical address and fax number of each party as indicated in sub-paragraphs 1.2 and 2 of annexure “**A**”, respectively;

3 DELIVERY OF MILK

- 3.1 From the **commencement date** the **Milk Producer** shall, subject to the provisions of this **agreement**, deliver **milk** which he produces on the **dairy farm**, to the **Milk Buyer** by making it available at the **agreed delivery times** and at the **collection point** to be collected by the **Milk Buyer**.
- 3.2 The **Milk Buyer** may refuse to accept **milk** from the **Milk Producer**:
- 3.2.1 If the milk or milking parlour does not comply with the standards and directives stipulated in annexures “**C**”, and “**D**” to such an extent that the **Milk Buyer** cannot reasonably be expected to accept the **milk** offered as fulfilment of the **Milk Producer**’s obligations in terms of this **agreement**; or
- 3.2.2 under the circumstances specified in annexure “**E**”
- 3.3 For the purposes of clause 3.2.1 above, previous non-compliance with the stipulated standards and directives will be taken into consideration when the seriousness of later non-compliance is considered.
- 3.4 The **Milk Producer** shall deliver his **milk** to the **Milk Buyer** at the **agreed delivery times** and the **Milk Buyer** takes delivery of the **milk** in accordance with the terms of annexure “**E**”.
- 3.5 As soon as the **milk** is transferred into the milk tanker, ownership of the milk and risk of damage to or loss of the **milk** passes to the **Milk Buyer**.

4 THE PURCHASE PRICE OF MILK

The **Milk Buyer** shall pay the **Milk Producer** for the **milk** in accordance with the pricing structure set out in annexure “**B1**” or “**B2**”, whichever is applicable, and which makes provision for the following:

- 4.1 a basic price in cents per litre, or a basic price in cents per kilogram for butterfat and protein;
- 4.2 where applicable, levies or premiums, as the case may be, in respect of the **milk**’s:
- 4.2.1 butterfat content;
- 4.2.2 protein content;
- 4.2.3 bacterial count; and
- 4.2.4 somatic cell count; and
- 4.3 penalties for non-compliance.

5 PAYMENT

On or before the 10th **day** of a month the **Milk Buyer** shall pay the amount due to the **Milk Producer**, calculated in terms of clause 4 above, for the **milk** delivered during the preceding month by means of an electronic transfer of funds directly into the bank account of the **Milk Producer**. At the same time, the **Milk Buyer** shall provide a statement to the **Milk Producer**, indicating how the amount due was calculated and compiled.

6 DURATION OF CONTRACT

This **agreement** takes effect on the **commencement date** and shall continue for the period stipulated in paragraphs 3 and 4 of annexure "A".

7 BREACH OF CONTRACT AND CANCELLATION

7.1 Should the **Milk Buyer**:

7.1.1 fail to collect the **Milk Producer's milk** from the **dairy farm(s)** for 4 (four) consecutive **days** without prior written arrangement with the **Milk Producer** regarding the interruption of **milk** collection; or

7.1.2 be in arrears for 20 (twenty) **days** or more with a payment which it must make to the **Milk Producer** in terms of clause 5;

then the **Milk Producer**, without prejudice to any other remedies which it may have, shall be entitled, but not obliged, to cancel the **agreement** with immediate effect and to hold the **Milk Buyer** liable for damages.

7.2 Should a **party** be guilty of breach of contract, and fail to remedy such breach within **10 (ten) business days** of receiving a notice from the other **party** to do so, then the latter **party** shall, subject to the provisions of clause 7.1 above and 7.3 below, be entitled to:

7.2.1 either enforce the **agreement** according to the terms thereof; or

7.2.2 to cancel the **agreement**; and

in either event to recover damages from the other **party** for any loss he may have suffered as a result of the breach of contract.

7.3 The remedies available to the innocent **party** in terms of clauses 7.1 and 7.2 above do not prejudice any other legal remedy which he may have at his disposal on the ground of the other **party's** breach of contract.

7.4 Without limiting the general scope of clauses 7.1 and 7.2 above, a **party's** provisional or final liquidation or placement under judicial management, or the sequestration of his estate, shall be regarded as breach of contract.

8 IRRESISTIBLE FORCE

- 8.1 Neither **party** shall be liable to the other **party** for any malperformance of this **agreement** because of **irresistible cause**.
- 8.2 If performance by either **party** should become objectively and permanently impossible in consequence of **irresistible cause**, the **parties'** obligations will lapse with effect as from the time when performance became impossible.
- 8.3 If a **party's** punctual or proper performance of an obligation becomes temporarily impossible owing to **irresistible cause**, that **party** shall:
- 8.3.1 as soon as reasonably possible after the **irresistible cause** sets in, notify the other **party**, by whichever means available, and, as soon as it becomes possible also in writing, of the incidence of the **irresistible cause**;
 - 8.3.2 be released from performance or observance of the affected obligation for so long as the **irresistible cause** prevails;
 - 8.3.3 continue to endeavour to recommence performance or observance of the affected obligation, to whatever extent reasonably possible, without delay; and
 - 8.3.4 co-operate with the other **party** in implementing such contingency measures as the other **party** may reasonably require.
- 8.4 Should the circumstances of **irresistible cause** continue or be likely to continue for an unreasonably long time, having regard to the nature of the affected obligation or obligations and the surrounding circumstances, either **party** shall be entitled to terminate this **agreement** by giving written notice to the other **party**.

9 DOMICILIUM AND NOTICES

- 9.1 Each **party** chooses his **physical address** as stated in annexure "A" as its *domicilium citandi et executandi* for all purposes in connection with this **agreement**.
- 9.2 Any notice addressed to a **party** shall be delivered by personal service or a recognised courier service or sent to it by fax.
- 9.3 Any notice shall be deemed to have been given:
- 9.3.1 if it is delivered during business hours on a **business day**, on that **day**;
 - 9.3.2 if delivered by courier, on the recipient's first business day at least 2 (two) clear business days after being handed over to the courier;
 - 9.3.3 if it is sent by fax during business hours on a **business day**, on that day; or, otherwise, on the first business day following on the day on which the fax is sent.
- 9.4 Notices may also be delivered by electronic mail, which notices will be deemed delivered on the recipient's first **business day** following the date of receipt of an automated delivery receipt or confirmation of delivery from the relevant server.

10 GENERAL

- 10.1 Failure or delay by any **party** to enforce any right in terms of this **agreement** does not constitute a waiver of such right or any partial exercise of a right does not prohibit the full enforcement of such right at a later stage.
- 10.2 This **agreement** together with the annexures hereto, contains the whole of the agreement between the **parties**.
- 10.3 The **parties** are not bound by any express or implied stipulation, representation, warranty or promise which is not contained in this **agreement**.

Signed by each **party** or its representative, who by such signature warrants his authority to do so, at the place and on the date indicated below.

_____ —
by or for the **Milk Producer**

Date: _____

Witness

Place: _____

_____ —
By or for the **Milk Buyer**

Date: _____

Witness

Place: _____

Annexure "A"

1 THE MILK PRODUCER

1.1 **Name:** **Registration No:**

[Fill in the name of the **person** or entity in whose name the dairy farm is conducted, namely the first names and surname, in the case of a human being; the registered name, in the case of a company, close corporation or a trust; or, if applicable the name of the partnership. Also insert the identity, registration or, if applicable, the master's number.]

[**NB:** In case of a partnership or a trust the full names and addresses and contact details of every partner or trustee, as the case may be, shall be recorded on a separate page and attached hereto.]

Income tax No:

1.2 **Contact details:**

Contact person (title, initials and surname):

Postal address:.....

.....Postal code:

Telephone: Fax:

Cell:..... E-mail:

or such changed contact details as the **Milk Producer** may inform the **Milk Buyer** in writing.

1.3 **Details of the dairy farm and milking parlour:**

Name of the farm as generally known:.....

District: District number:

Closest public road (e g N2, R62)Distance from milking parlour:.....

Is milk presently supplied from here ? YES NO

If so, to whom?

Breed of cattle:

Approved parlour?: YES NO Certificate No

Heard TB free?: YES NO Certificate No:

Heard CA free?: YES NO Certificate No:

[**NB:** If milk is produced at more than one location, the above information must be recorded on a separate page in respect of each milking parlour and attached hereto.]

1.4 **Estimated average milk production**

At the commencement date and subject to normal acceptable variances in the industry, the estimated average milk production of the **Milk Producer** for the duration of this **agreement** will be

..... litres.

Estimated lowest daily production per year:.....(litres)

Estimated highest daily production per year: (litres)

1.5 Banking details

Name of account holder:

Name of bank:

Branch name:

Branch code:

Account number:

or such changed banking details as the **Milk Producer** may notify the **Milk Buyer** in writing.

2 THE MILK BUYER

Name: **Registration No:**

Contact details:

Contact person (title, initials and surname):

Postal address:.....

.....Postal code:

Telephone: Fax:

Cell:..... E-mail:.....

or such changed contact details as the **Milk Buyer** may inform the **Milk Producer** in writing.

3 THE COMMENCEMENT DATE

The **commencement date** is

4 DURATION *

This **agreement** shall take effect on the **commencement date** and:

4.1 shall continue indefinitely until terminated on (.....) months written notice given by either **party** to the other;

4.2 shall continue for a period of months; or

4.3 apply for the supply of **milk** on the following date(s):

.....

(* Delete what is not applicable)

Annexure “B1”

MILK PRICE STRUCTURE (BASIC PRICE PAYABLE PER LITRE)

The **Milk Buyer** shall pay the **Milk Producer** according to the following pricing structure, referred to in clause 4 of the **agreement**:

1 **Basic Price**

A basic price of cents per litre to be paid for **milk** with a butterfat content of 3,5% and a protein content of 3,1%;

2 **Levies and Premiums**

The following levies or premiums, for the respective components, will be deducted from or added to the basic price:

2.1 *For butterfat:*

2.1.1 A levy of cents per litre for each 0,1 percentage point, or part thereof, where the butterfat content is less than 3,5%; or

2.1.2 A premium of cents per litre for every 0,1 percentage point, or part thereof, where the butterfat content is more than 3,5%;

2.2 *For protein content:*

2.2.1 A levy of cents per litre for every 0,1 percentage point, or part thereof, where the protein content is less than 3,1%; or

2.2.2 A premium of cents per litre for every 0,1 percentage point, or part thereof, where the protein content is more than 3,1%;

2.3 *For bacterial count (total plate count):*

2.3.1 A levy of 1 (one) cent per litre for every 10 000, or part thereof, above 150 000 to a maximum of 20 (twenty) cents per litre; or

2.3.2 A premium of 1 (one) cent per litre for every 10 000, or part thereof, below 150 000 to a maximum of 2 (two) cents per litre;

2.4 *For somatic cell count:*

2.4.1 A levy of 1 (one) cent per litre for every 50 000, or part thereof, above 500 000 to a maximum of 10 (ten) cents per litre;

2.4.2 A premium of 0,5 (half) cents per litre for every 50 000, or part thereof, below 500 000 to a maximum of 4 (four) cents per litre;

5 **Penalties**

Penalties for non-compliance as provided for in annexure “C” will be deducted from the milk payment or no payment at all will be made for certain **milk**, as stipulated in annexure “C”.

6 Factors affecting the price of the milk sold

For the purposes of calculating the value of the **milk** delivered by the **Milk Producer** and purchased by the **Milk Buyer**, the following factors shall be taken into account:

6.1 *Milk volume:*

The volume determined as prescribed in paragraph 3 of annexure “E”.

6.2 *Butterfat and protein content and bacterial and somatic cell counts:*

The values are those determined by an accredited laboratory or any other laboratory agreed to by the **Milk Producer** and the **Milk Buyer**, in accordance with nationally accepted methods through the analysis of milk samples taken as per paragraph 8 of annexure “E”.

6.3 *Milk purchased on the basis of kilograms butterfat and protein:*

Volume of **milk** in litres converted to kilograms of **milk** by using a Specific Gravity of milk of 1.03.

Annexure “B2”

MILK PRICE STRUCTURE (BASIC PRICE PAYABLE PER KILOGRAM)

The **Milk Buyer** shall pay the **Milk Producer** according to the following pricing structure, referred to in clause 4 of the **agreement**:

3 **Basic Price**

A basic price of cents per kilogram for butterfat and cents per kilogram of protein.

4 **Levies and Premiums**

The following levies or premiums, for the respective components, will be deducted from or added to the basic price:

4.1 *For bacterial count (total plate count):*

4.1.1 a levy of 1 (one) cent per litre for every 10 000, or part thereof, above 150 000 to a maximum of 20 (twenty) cents per litre; or

4.1.2 a premium of 1 (one) cent per litre for every 10 000, or part thereof, below 150 000 to a maximum of 2 (two) cents per litre.

4.2 *For somatic cell count:*

4.2.1 a levy of 1 (one) cent per litre for every 50 000, or part thereof, above 500 000 to a maximum of 10 (ten) cents per litre;

4.2.2 a premium of 0,5 (half) cents per litre for every 50 000, or part thereof, below 500 000 to a maximum of 4 (four) cents per litre.

5 **Penalties**

Penalties for non-compliance as provided for in annexure “C” will be deducted from the milk payment or no payment at all will be made for certain **milk**, as stipulated in annexure “C”.

6 Factors affecting the price of the milk sold

For the purposes of calculating the value of the **milk** delivered by the **Milk Producer** and purchased by the **Milk Buyer**, the following factors shall be taken into account:

6.4 *Milk volume:*

The volume determined as prescribed in paragraph 3 of annexure “E”.

6.5 *Butterfat and protein content and bacterial and somatic cell counts:*

The values are those determined by an accredited laboratory or any other laboratory agreed to by the **Milk Producer** and the **Milk Buyer**, in accordance with nationally accepted methods through the analysis of milk samples taken as per paragraph 8 of annexure “E”.

6.6 *Milk purchased on the basis of kilograms butterfat and protein:*

Volume of **milk** in litres converted to kilograms of **milk** by using a Specific Gravity of milk of 1.03.

Annexure “C”**QUALITY STANDARDS FOR MILK**

The **milk** that the **Milk Producer** delivers to the **Milk Buyer** must comply with the following standards:

1 Nature of the milk

The **milk** must be genuine cow's milk, derived from cows that have been certified as free from TB and CA.

2 Freshness

The **milk** must be less than three days old at the time of delivery.

3 Temperature

The **milk** must be stored on the **dairy farm** at a temperature not exceeding 7°C.

4 Butterfat

The average butterfat content of the **milk** for any month may not be less than 3,3%. If **milk** with an average of less than 3,3% butterfat content is delivered in a given month, the **Milk Producer** will receive a warning after the first month. and for a second consecutive month and more, a quality deviation levy, calculated at 5,0 cents per litre on all **milk** delivered during such month(s), will be deducted for as long as the average butterfat content remains below 3.3%.

5 Protein

The average protein content of the **milk** for any month may not be less than 3,0%. If **milk** with an average of less than 3,0% protein content is delivered in any given month, the **Milk Producer** will receive a warning after the first month, and for a second consecutive month or more, a quality deviation levy, calculated at 5,0 cents per litre on all **milk** delivered during such month(s), will be deducted for as long as the average protein remains below 3.0%.

6 Lactose (Milk sugar)

The lactose content of **milk** must be between 4,5% and 5,0%. If **milk** is delivered with a lactose content outside these limits, the **Milk Producer** will receive a warning. Should the discrepancy continue for more than two months, milk collection will cease.

7 Non-fatty solid substances

Non-fatty solid substances must comprise at least 8,3 % of the content of the **milk**. If **milk** is delivered which contains less than 8,3% of non-fatty solid substances, the **Milk Producer** will receive a warning. Should the discrepancy continue for more than two months, milk collection will cease.

8 Bacterial count (plate count)

The average bacterial count must be less than 200 000 per month. If **milk** with an average count of more than 200 000 is delivered for a second consecutive month, further milk collection will cease.

9 Somatic cell count

The average somatic cell count per month must not exceed 400 000. If **milk** with an average count of over 750 000 is delivered for a second consecutive month, further milk collection will cease.

10 Inhibitory substances

Inhibitory substances that may affect the further processing of **milk**, such as antibiotics and cleansing or disinfectant agents, may not be present in the **milk** at all. Therefore the **Milk Producer** warrants that his **milk** is free of any inhibitory substances. If **milk** containing such substances is delivered, the **Milk Buyer** will not pay for that **milk** and will dispose of it. The **Milk Producer** expressly authorises the **Milk Buyer** to dispose of such milk on condition that the **Milk Buyer** shall provide the **Milk Producer** with evidence that such milk has indeed been disposed of. Furthermore, the **Milk Producer** shall be liable to the **Milk Buyer** for the value of any other **milk** that may have been contaminated by the **Milk Buyer's milk** and consequently became unfit for use.

11 Added water

No water may be added to **milk**. If **milk** is delivered which contains added water, a penalty calculated at 50% of the value of that delivery, will be deducted.

12 Sediment

No sediment may be physically visible in the **milk**. If such sediment is observed, the milk will not be loaded.

13 Foreign substances

No foreign substances, including powdered milk, pasteurised milk or other milk-based substances may be present in the **milk**. If such foreign substances are present in the **milk**, it will amount to breach of contract and appropriate action in terms of the **agreement** will be taken.

14 Pest control substances, heavy metals and aflatoxins

Pest control substances, heavy metals and aflatoxins in the **milk** may not exceed the legal, maximum levels. In the event of such an occurrence, the **Milk Producer** will receive a warning. Continued contravention of this stipulation will lead to the cessation of **milk** collection.

Annexure “D”**RULES FOR MILKING PARLOURS AND ACCESS ROUTES****1 The milking parlour**

- 1.1 The milking parlour at each **collection point** must be approved by the local authority and a copy of the certificate of approval must be provided to the **Milk Buyer**.
- 1.2 The **Milk Producer** must have a valid milk tank assizing certificate in respect of each cooling tank on the **dairy farm(s)**.
- 1.3 The **milk** must be stored and cooled in cooling tanks with adequate cooling capacity. Each cooling tank must be provided with an agitator which is connected to a timer so that the **milk** is stirred for at least 5 minutes once every 30 minutes.
- 1.4 The **Milk Buyer** may have the accuracy of the volume meters tested at any time. If it is found that the tank gives incorrect readings, the **Milk Producer** shall bear the cost of the tests, otherwise the cost will be borne by the **Milk Buyer**.
- 1.5 The **milk** shall be stored at a temperature of 7°C or less, but must not be frozen.
- 1.6 Adequate storage capacity must be available so that at least ONE additional milking can be stored in the cooling tank in case the **milk** cannot be collected at the agreed time for whatsoever cause.

2 Access for the tanker

- 2.1 The **Milk Producer** must ensure that the access road to the **collection point** is always in good repair. Each tanker driver is responsible for his tanker, and must use his discretion and good judgement as to whether there is a risk of damage to his tanker. If he is of the opinion that there is a risk of damage to his tanker, he may refuse to collect **milk** from the relevant **collection point**.
- 2.2 The **Milk Producer** must ensure that there is enough space at each **collection point** for the tanker to be able to turn around or that the tanker can drive and park alongside the milking parlour.

Annexure “E”**DELIVERY AND COLLECTION PROCESS**

The tanker driver must follow the following procedure when taking delivery of **milk**:

- 1 Wash his hands with soap and water and dry them on a disposable paper towel, provided by the **Milk Producer**.
- 2 Ensure that the cooling tank is level and, should this not be the case, report this to the **Milk Buyer**'s transport supervisor by making an entry to this effect on the receipt slip.
- 3 Ensure that the agitator is switched off and that the **milk** has come to a complete stop before he determines the volume. The volume shall be measured by means of a dipstick reading which is converted into litres against the litre chart for the specific cooling tank. The volume shall be entered on the receipt. The minimum volume of **milk** that will be collected is 400 litres. Notwithstanding the aforesaid, should the level of the **milk** in the tank be below the reach of the measuring dipstick or the agitator, the **milk** will not be loaded and the reason for the refusal shall be entered on the receipt slip.
- 4 Inspect the general appearance of the **milk**. Should there be any foreign substance in the **milk**, such as insects, dung, feed or dust, he may not accept the **milk**. In such a case he must enter the reason for refusing the **milk** on the receipt slip.
- 5 Switch on the agitator and ensure that the **milk** is stirred thoroughly for five minutes before switching the agitator off.
- 6 Smell the **milk** to detect any unusual odours. If there is an unacceptable odour, the **milk** shall not be accepted. The reason for the refusal of the **milk** must be entered on the receipt slip.
- 7 Take a temperature reading of the **milk** by means of a hand thermometer and enter it on the receipt slip. If the temperature reading is more than 7°C the driver must wait until the **milk** has cooled down to 7°C or less. However, if the relevant collection occurs at the **agreed delivery time** and the **milk** has not cooled down to 7°C or less within 20 minutes, it may not be accepted. The reason for the refusal of the milk shall be entered on the receipt slip.
- 8 As soon as the **milk** has come to a standstill, take a sample with a sampling ladle while making sure that his hand does not touch the milk. He shall then decant the sample into the appropriate sample bottles and seal the lids tightly.
- 9 Do the Alizarol test to determine whether sour milk is present in the tank. Should the test be positive, a second test must be done. If the result is still positive, the **milk** may not be accepted and the reason for the refusal must be entered on the receipt slip.
- 10 If all the tests and measurements confirm that the **milk** is acceptable, the tanker driver may proceed with the transfer of the **milk** into the tanker.
- 11 Finally, the driver must complete the receipt slip and have it signed by the **Milk Producer** or his representative (if anyone is present) in order to confirm that the driver followed the correct procedure. The top copy shall be left in the milking parlour.