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**LEI 9.972/2000 – Lei
que regulamento a
classificação no Brasil**

**DECRETO 6.268/2007
– Decreto que
regulamenta a Lei de
Classificação**

**DECRETOS COMPLEMENTARES
8.446/2015
11.130/2022**

**PORTARIA MAPA
381/2009 – Norma
que regulamenta o
POC dos Produtos**

**INSTRUÇÃO
NORMATIVA MAPA
11/2007 e 37/2007
POC DA SOJA**

**INSTRUÇÃO
NORMATIVA MAPA
60/2012 e 18/2013
POC DO MILHO**

**PORTARIA MAPA
381/2009 – Norma
que regulamenta o
POC dos Produtos**

Art. 1º Estabelecer os critérios e os procedimentos técnicos para a elaboração, aplicação, monitoramento e revisão do padrão oficial de classificação de produtos vegetais, seus subprodutos e resíduos de valor econômico, e aprovar o modelo de estrutura do regulamento técnico que define o referido padrão, na forma desta Portaria e seu respectivo Anexo.

Art. 4º Na elaboração ou revisão do POC **deve-se observar a legislação nacional e internacional pertinente**, bem como os Tratados, Protocolos e Acordos Internacionais dos quais o Brasil é signatário.

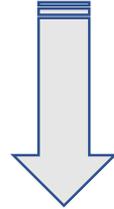
Art. 5º Os parâmetros constantes do POC que servirão de base para a classificação dos produtos vegetais, seus subprodutos e resíduos de valor econômico **devem estar adequados à realidade dos mercados nacional e internacional.**

Art. 7º Os parâmetros constantes do POC **devem ser estabelecidos em função do uso proposto** dos produtos vegetais, seus subprodutos e resíduos de valor econômico, **podendo também ser considerados aspectos comerciais do mesmo.**

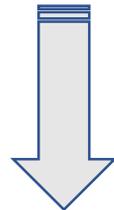
Art. 8º O POC deve contemplar parâmetros ou mecanismos que **visem à segurança do alimento.**

Art. 9º O POC deve ser o mais simplificado possível, de fácil aplicação e se **constituir em um instrumento auxiliar da comercialização dos produtos vegetais**, seus subprodutos e resíduos de valor econômico, bem como prevenir práticas desleais de comércio.

LEI 9.973/2000 – Lei que regulamento ATIVIDADE DE ARMAZENAGEM DE PRODUTOS AGROPECUÁRIOS



DECRETO Nº 3.855, DE 3 DE JULHO DE 2001
Regulamenta a Lei nº 9.973, de 29 de maio de 2000, que dispõe sobre o **sistema de armazenagem dos produtos agropecuários, e dá outras providências.**

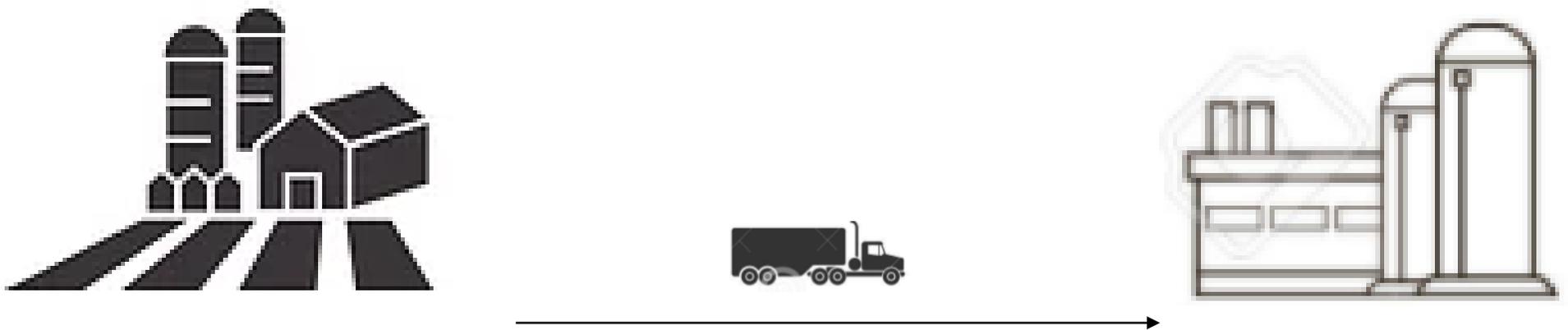


**IN. MAPA 29/2011
CERTIFICAÇÃO UAN**

CONTEXTUALIZAÇÃO:

Os Padrões Oficiais de Classificação – POC's, são referências quanto a qualidade, estabelecidas nos contratos de compra e venda no Brasil – CLÁUSULA DE QUALIDADE.

EXCESSÃO: MILHO. Aplicado apenas para os limites de tolerância do produto.



BRAZILIAN SOYBEANS
F.O.B. CONTRACT FOR PARCELS

Revised and Effective from 1st January 2023

SELLER:..... 1
BUYER:..... 2
BROKER:..... 3
4
1. QUANTITY:..... (.....) metric tons of 1,000 kilograms each, exact quantity. Shipment per one or more vessels. The Seller bears all costs, risks of loss and damage to the goods until they have passed ship's rail at the port of shipment, when all costs, risks of loss and damage to the goods are immediately transferred to the Buyer. 5
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2. GOODS: Brazilian soybeans, crop..... 10
11
3. QUALITY / CONDITION: To be final at time and place of shipment per certificate(s) covering and limited to the items below, based on a general representative composite sample taken according to method laid down in FOSFA Standard Contracts method list and issued by a member superintendent of FOSFA. Cost and choice are on Seller's account. 12
13
14
15
3.1 Laboratory analysis by a FOSFA Analyst Member: 16
- Oil content: basis 18.5% (AOCS Ac 3 - 44) with non-reciprocal allowance of 1% discount for each 1% deficiency, fractions in proportion, in Buyer's favour for any deficiency; 17
- Moisture: maximum 14% (AOCS Ac 2 - 41). 18
19
20
3.2 Grading by a Superintendent or Analyst Member of FOSFA registered at Brazilian Ministry of Agriculture: 21
- Foreign matter: basis 1%, maximum 2% with non-reciprocal allowance of 1% discount for each 1% deficiency, fractions in proportion; 22
- Damaged beans: basis 8%, maximum 8.5% with non-reciprocal allowance of 2% discount for each 1% deficiency, fractions in proportion, of which maximum 4% heat damaged and burned (maximum being 1% burned) and 6% mouldy; 23
- Broken beans: maximum 30%; 24
- Greenish beans: maximum 8%; 25
- Substantially free from poisonous seeds/husks, within tolerances of: 26
1 particle of treated vegetal seeds with unknown level of toxicity for each 1 kg sample at each lot of 5,000 metric tons loaded or part thereof; 27
1 particle of toxic natural vegetal seeds for each 1 kg sample at each lot of 5,000 metric tons loaded or part thereof; 28
max. 0.005% castor seed and/or castor seed husks for general composite sample. 29
30
31
32
Grading to be performed according to IN 11/2007 and IN 37/2007 issued by Brazilian Ministry of Agriculture. Any further revision or replacement of these regulations in force at time of loading shall be applied. 33
Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment. 34
Buyer has the option, at its expense, to appoint a Member Superintendent of FOSFA duly registered as under Brazilian Ministry of Agriculture to perform joint sampling and sealing provided that the Seller be advised, at the latest upon vessel's berthing, of the name of the Independent Surveyor it is appointing. 35
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Grading to be performed according to IN 11/2007 and IN 37/2007 issued by Brazilian Ministry of Agriculture. Any further revision or replacement of these regulations in force at time of loading shall be applied. Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment.

Classificação a ser realizada de acordo com as IN 11/2007 e IN 37/2007 do Ministério da Agricultura. Qualquer revisão ou substituição adicional destes regulamentos em vigor no momento do carregamento será aplicada. Outra qualidade / condição de acordo com a Legislação Brasileira em vigor no momento e local de envio.

BRAZILIAN SOYBEANS
F.O.B. CONTRACT FOR FULL CARGO

Revised and Effective from 1st January 2023

SELLER: 1
BUYER: 2
BROKER: 3
..... 4
1. QUANTITY: (.....) metric tons of 1,000 kilograms each, with tolerance of % (..... percent) more or 5
less at contract "price"/premium at Buyer's option. Nominated quantity to be declared by Buyer to Seller in writing on vessel's nomination. 6
Seller will have obligation to supply up to 5% more or less of nominated quantity, limited to Contractual tolerance. Shipment per one 7
vessel. The Seller bears all costs, risks of loss and damage to the goods until they have passed ship's rail at the port of shipment when 8
all costs, risks of loss and damage to the goods are immediately transferred to the Buyer. 9
10
2. GOODS: Brazilian soybeans, crop: 11
12
3. QUALITY / CONDITION: To be final at time and place of shipment per certificate(s) covering and limited to the items below based on 13
a general representative composite sample covering full quantity loaded taken according to method laid down in FOSFA Standard 14
Contracts method list and issued by a member superintendent of FOSFA. Cost and choice are on Seller's account. 15
16
3.1 Laboratory analysis by a FOSFA Analyst Member: 17
- Oil content basis: 18.5% (AOCS Ac 3 - 44) with non-reciprocal allowance of 1% discount for each 1% deficiency, fractions in proportion, 18
in Buyer's favour for any deficiency; 19
- Moisture: maximum 14% (AOCS Ac 2 - 41); 20
21
22
3.2 Grading by a Superintendent or Analyst Member of FOSFA registered at Brazilian Ministry of Agriculture: 23
- Foreign matter: basis 1%, maximum 2% with non-reciprocal allowance of 1% discount for each 1% deficiency, fractions in proportion; 24
- Damaged beans: basis 8%, maximum 8.5% with non-reciprocal allowance of 2% discount for each 1% deficiency, fractions in proportion, 25
of which maximum 4% heat damaged and burned (maximum being 1% burned) and 6% mouldy; 26
- Broken beans: maximum 30%; 27
- Greenish beans: maximum 8%; 28
- Substantially free from poisonous seeds/husks, within tolerances of: 29
1 particle of treated vegetal seeds with unknown level of toxicity for each 1 kg sample at each lot of 5,000 metric tons loaded or part 30
thereof; 31
1 particle of toxic natural vegetal seeds for each 1 kg sample at each lot of 5,000 metric tons loaded or part thereof; 32
max. 0.005% castor seed and/or castor seed husks for general composite sample. 33
34
Grading to be performed according to IN 11/2007 and IN 37/2007 issued by Brazilian Ministry of Agriculture. Any further revision or 35
replacement of these regulations in force at time of loading shall be applied. 36
Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment. 37
Buyer has the option, at its expense, to appoint a Member Superintendent of FOSFA duly registered as under Brazilian Ministry of 38
Agriculture to perform joint sampling and sealing provided that the Seller be advised, at the latest upon vessel's berthing, of the name of 39
the Independent Surveyor it is appointing. 40
If the difference in any of the following items between Certificates issued by Buyer's and Seller's appointed Surveyors does not exceed 41
the percentages mentioned below, then the results of Surveyors appointed by Seller will be final and binding on the parties. 42
43
- Moisture 0.5%, Damaged Beans 0.5%, Heat Damaged 0.5% and Foreign Matter 0.2% 44
Greenish beans 0.5%, Burned 0.10% and Mouldy 0.5% 45
46
Otherwise, at request of either party exercised within 45 days from the BL date and at its expense, a third test shall be carried out as per 47
following procedure and the average of the 2 closest analysis results shall be final and binding on the parties under this contract. Any 48
allowances shall be settled by a complementary debit note. 49
The requesting party shall inform the other party about its decision of requesting a 3rd analysis, by submitting a list containing the name 50
of three laboratories and/or surveyors, as the case may be, and the other party shall confirm its agreement to one of these three names 51
within three business days. 52
In case a counterparty fails to respond, requesting party has the right to proceed and appoint any of the three names. 53
- the test shall be performed on a contractual composite (aggregate) sample counter-sealed by Seller's and Buyer's appointed Surveyors; 54
- for laboratory analysis, the chosen laboratory shall be an independent Surveyor chosen as mentioned above and recognized as a 55
FOSFA Analyst Member who shall perform the tests following the methodology established on this contract. 56
- For grading analysis, the surveyor chosen as mentioned above shall also be recognized as a FOSFA Analyst Member duly registered 57
under Brazilian Ministry of Agriculture and shall perform the tests following the methodology established on this contract. 58
59
The request of a third test shall not entitle Buyers to refuse or delay the payment of shipping documents in accordance with clause 14. 60
61
4. PACKING: In bulk 62

Grading to be performed according to IN 11/2007 and IN 37/2007 issued by Brazilian Ministry of Agriculture. Any further revision or replacement of these regulations in force at time of loading shall be applied. Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment.

Classificação a ser realizada de acordo com as IN 11/2007 e IN 37/2007 do Ministério da Agricultura. Qualquer revisão ou substituição adicional destes regulamentos em vigor no momento do carregamento será aplicada. Outra qualidade / condição de acordo com a Legislação Brasileira em vigor no momento e local de envio.

BRAZILIAN YELLOW MAIZE

FORM CONTRACT FOR PARCELS

43

Revised and Effective from 1st July 2020

SELLER:.....	1
BUYER:.....	2
BROKER:.....	3
1. QUANTITY:..... (.....)	4
.....) metric tons of 1,000 kilograms each, exact quantity. Shipment per one or more vessels. The	5
Seller bears all costs, risks of loss and damage to the goods until they have passed ship's rail at the port of shipment when all costs,	6
risks of loss and damage to the goods are immediately transferred to the Buyer.	7
2. GOODS: Brazilian Yellow Maize, crop.....	8
3. QUALITY / CONDITION:	9
To be final at time and place of shipment per certificate(s) covering and limited to the items below based on a general representative	10
composite sample taken according to method laid down in GAFTA Sampling Rules 124 and issued by a Superintendent Member of	11
GAFTA. Cost and choice are on Seller's account.	12
3.1 Laboratory analysis:	13
- Moisture: maximum 14.5% (ISO 6540:1980) – by a GAFTA Analyst Member	14
- Total Aflatoxins (B1-B2-G1-G2): maximum 20 PPB (HPLC) – by a GAFTA Analyst Member or by an ISO 17025 accredited laboratory	15
3.2 Grading by a Superintendent or Analyst Member of GAFTA registered at Brazilian Ministry of Agriculture:	16
- Foreign matter..... maximum 1.5%;	17
- Broken kernels..... maximum 3.0%;	18
- Damaged kernels: maximum 5.0% of which maximum 1.0% heat damaged and/or germinating;	19
- Goods free from live insects;	20
- Free from poisonous seeds/husks but tolerance maximum 0.10% castor seed and/or castor seed husks.	21
Grading to be performed according to IN 60/2011 issued by Brazilian Ministry of Agriculture. Any further revision or replacement of	22
these regulations in force at time of loading shall be applied.	23
Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment.	24
Buyer has the option, at its expense, to appoint a Superintendent Member of GAFTA duly registered under Brazilian Ministry of	25
Agriculture, to perform joint sampling and sealing provided that the Seller be advised, at the latest upon vessel's berthing, of the name	26
of the Independent Surveyor Buyer is appointing.	27
If the difference in any of the following items between Certificates issued by Buyer's and Seller's appointed Surveyors does not exceed	28
the percentages mentioned below, then the results of Surveyors appointed by Seller will be final and binding on the parties.	29
- Moisture 0.5%, Foreign Matter 0.5%, Damaged kernels 0.5%, and Heat Damaged and/or Germinating 0.5%.	30
Otherwise, at request of either party exercised within 45 days from the BL date and at its expense, a third test shall be carried out as	31
per following procedure and the average of the 2 closest analysis results shall be final and binding on the parties under this contract.	32
Requesting party shall inform the other party about its decision of requesting a 3rd analysis, by submitting a list containing the name of	33
three laboratories and/or surveyors, as the case may be, and the other party shall confirm its agreement to one of these three names	34
within three business days. In case counterparty fails to respond, requesting party has the right to proceed and appoint any of the three	35
names.	36
- the test shall be performed on a contractual composite (aggregate) sample counter-sealed by Seller's and Buyer's appointed	37
Surveyors;	38
- for laboratory analysis, the chosen laboratory shall be an independent Surveyor chosen as mentioned above and recognized as	39
GAFTA Analyst Member who shall perform the tests following the methodology established on this contract.	40
- For grading analysis, the surveyor chosen as mentioned above shall also be recognized as a GAFTA Analyst Member duly registered	41
under Brazilian Ministry of Agriculture and shall perform the tests following the methodology established on this contract.	42
The request of a third test shall not entitle Buyers to refuse or delay the payment of shipping documents in accordance with clause 14.	43
4. PACKING: in bulk.....	44
5. DELIVERY PERIOD: Between....., both dates included. Provided the vessel	45
tenders NOR as per Clause 10 and is ready to load within the Delivery Period, Sellers shall, if necessary, complete loading after the	46
delivery period.	47
6. CONTRACT PRICE:.....) per	48
6.1 US\$.....) per	49
metric ton of 1,000 kilograms each, basis Bulk Carrier, delivered free on board, stowed and trimmed,	50
or	51
6.2 Basis Chicago Board of Trade price for the month of..... 30..... at par/ plus/ less	52
US\$.....) per	53
.....) per	54
.....) per	55
.....) per	56
.....) per	57

Grading to be performed according to IN 60/2011 issued by Brazilian Ministry of Agriculture. Any further revision or replacement of these regulations in force at time of loading shall be applied.

Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment.

Classificação a ser realizada de acordo com a IN 60/2011 emitida pelo Ministério da Agricultura do Brasil.

Qualquer revisão ou substituição adicional destes regulamentos em vigor no momento do carregamento será aplicada. Outra qualidade / condição de acordo com a Legislação Brasileira em vigor no momento e local de envio.

OPERAÇÃO: Como ocorre a classificação vegetal



FOB: Quando o produto será retirado na origem

CIF: Quando o produto será entregue no destino

ORIGINADORA/TRADING
Aquela contratada pela Trading para realizar a análise



FOB

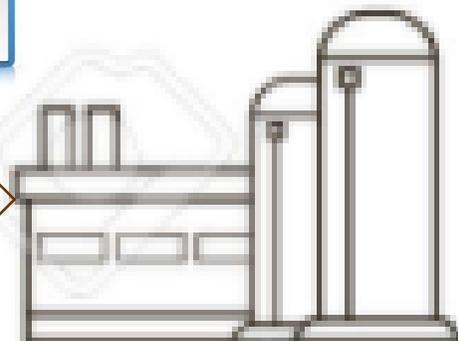
CIF



Classifica
Carrega



Classifica
descarrega



Retirada de Amostras - Originação



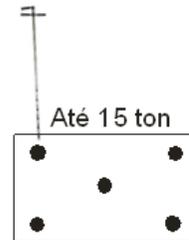
AMOSTRAGEM

Número de PONTOS DE COLETA de amostra de acordo com o tamanho do lote (carga)

Até 15 toneladas: 5

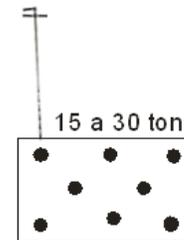
De 15 a 30 toneladas: 8

Mais que 30 toneladas: 11



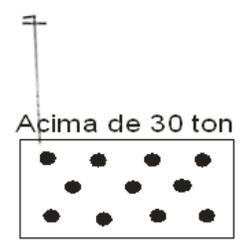
Até 15 ton

5 pontos
no mínimo



15 a 30 ton

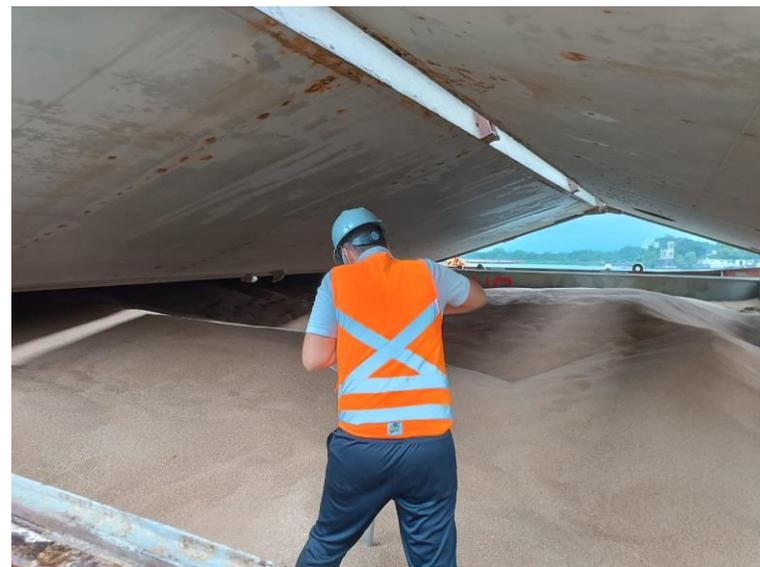
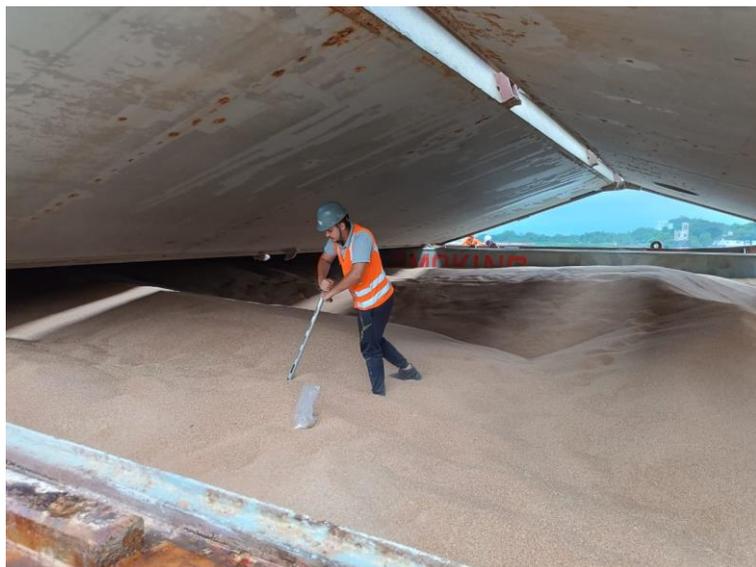
8 pontos
no mínimo



Acima de 30 ton

11 pontos
no mínimo

Retirada de Amostras - Terminais



Preparo das Amostras



Parâmetros analisados em uma classificação:



Matérias Estranhas e Impurezas:

Umidade dos grãos:

Avariados / Defeitos:



Emissão do Laudo



Referencial Fotográfico - SOJA



MEI

- I - Utilizar peneira de 3,00 mm de diâmetro.
- II - As vagens não debulhadas serão consideradas como impurezas.
- III - A película do grão de soja que ficar retida na peneira não será considerada impureza.
- IV - As impurezas e matérias estranhas que ficarem retidas na peneira serão catadas manualmente, adicionadas e pesadas as que vazarem na peneira e determinado o seu percentual.

% Umidade

Percentual máximo de 14%

A leitura de Umidade deve ser isenta de matérias estranhas e impureza.

Defeitos Graves

Queimados



Carvão grão-preto
Carvão grão-preto

Ardidos



Marrom escuro
acentuado na totalidade

Mofados



Bolor/Mofo
Bolor/Mofo

Limites de tolerância

Tabela 2

Limites máximos de tolerância, expressos em porcentagem, para a soja do Grupo II

Tipo	Bolor/mofo			Esvandeados	Partidos, Quebrados e Amassados	Matérias estranhas e impurezas
	Total de Ardidos e Queimados	Máximo de queimados	Mofados			
Faixa Básica	4,0	1,0	6,0	6,0	10,0	1,0

A soma de queimados, ardidos, mofados, fermentados, germinados, esverdeados, partidos e chochos

Defeitos Leves

Fermentados



Fermentação parcial
Marrom parcial e
Marrom claro total

Germinados



Emissão de
radícula

Danificados/Picados



Atacado por
percevejo

Imaturos



Formato Oblongo
Intensamente verde

Fluxograma



Chochos



Sem massa

Esvandeados



Totalmente verde
Formato normal

Partidos/Quebrados/Amassados



Flompido o Cotilédone e fragmentado



REVISÃO DO PADRÃO DA SOJA

2016 – APROSOJA MT apresenta trabalhos (de 10 anos) para pedido de alteração do padrão

2018 – APROSOJA MT apresenta uma demanda para revisão do POC

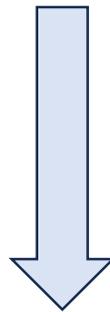
2021 – 08 de fevereiro - China protocola na OMC a informação de Novo Padrão de Qualidade

2021 – abril – MAPA faz a **A.I.R** com os setores sobre o pedido de Novo Padrão

2021 – junho – MAPA aguarda esclarecimento dos Chineses sobre o Novo Padrão

2022 – 14 de fevereiro – Aberta a revisão do POC brasileiro (Portaria SDA nº 532, de 14 de fevereiro de 2022)

Mudanças significativas



Novos conceitos para Avariados

Referência de Óleo e Proteína

Limites de Tolerâncias dos Avariados

Redução do % de Umidade dos grãos

2022 – 20 e 21 de setembro – 1º Seminário sobre a revisão do Padrão

2022 – 09 de novembro – 2º Seminário sobre a revisão do Padrão

2023 – 30/outubro a 01 de novembro – **Reunião Nacional sobre a aprovação do POC da Soja**

PONTOS POSITIVOS

CONCEITOS DOS AVARIADOS MELHOR REDIGIDO

GRÃOS FERMENTADOS TERÃO UM REEMQUADRAMENTO QUANTO A SUA INSIDENCIA.

GRÃOS ESVERDEADOS COM NOVA CONSIDERAÇÃO DE COR NOS CONTILÉDONES.

GRÃOS DANIFICADOS COM NOVA CONSIDERAÇÃO DE CAUSA.

TABELA COM % DE AVARIADOS MAIS FLEXÍVEIS.

POSSIBILIDADE DE APLICAÇÃO DE ÁGIO E DESÁGIO NO PARÂMETRO DE QUALIDADE, PRINCIPALMENTE O % DE UMIDADE.

PONTOS NEGATIVOS

NÃO HÁ GARANTIA POR PARTE DO COMPRADOR SOBRE QUAL TIPO IRÁ COMPRAR.

% DE UMIDADE NÃO É PONTO PACÍFICO ENTRE OS SETORES.

NÃO GARANTE A POSSIBILIDADE DA CLASSIFICAÇÃO SER VIA PROFISSIONAIS HABILITADOS PELO MAPA.

SÉRIOS RISCO DOS PADRÕES DE COMPRA SEREM REFORMULADOS EM CONTRATO FUGINDO DO QUE O POC OFICIAL REGULAMENTA.

A redução de Umidade, o que acarretará?

QUESTÃO

AVALIAÇÃO

ANÁLISE

Conservação de grãos:

Positivo

Quanto menor a atividade de água (A_w) do grão **melhor será a conservação** do estoque

A produção de Matéria Prima:

Negativo

Ocorrerá uma perda de 1,15 : 1

Além dessa variável, ocorrerá um incremento maior por ponto, pois as UAAN's incrementarão mais as taxas dos custos operacionais.

Ônus para o Produtor

Bônus para o Armazenador/Comprador

Dinâmica de descarga na entrega da soja colhida:

Negativo

Ocorrerá um atraso no recebimento

A redução de mais um ponto % de umidade, acarretará no prolongamento das filhas de descarga, uma vez que o tempo de secagem desse produto será mais extenso

COMPARATIVO



Tabela de Qualidade Atual

Tipo	Avariados				Esverdeados	Partidos Quebrados e Amassados	Matérias Estranhas e Impurezas
	Total de Ardidos e Queimados	Máximo de Queimados	Mofados	Total ⁽¹⁾			
Padrão Básico	4,0	1,0	6,0	8,0	8,0	30,0	1,0

⁽¹⁾ A soma de queimados, ardidos, mofados, fermentados, germinados, danificados, imaturos e chochos.

Tabela de Qualidade Aprovada

TIPO	TOTAL DE ARDIDOS E QUEIMADOS	TOTAL DE QUEIMADOS	TOTAL DE AVARIADOS	TOTAL DE ESVERDEADOS	TOTAL DE AMASSADOS, PARTIDOS E QUEBRADOS	MATÉRIAS ESTRANHAS E IMPUREZAS
1	0,20	0,10	4,00	4,00	10,00	1,00
2	4,00	1,00	8,00 (*)	8,00	30,00	1,00
3	8,00	2,00	16,00 (*)	10,00	40,00	1,00
FORA DE TIPO	30,00	10,00	> 16,00 (*)	>10,00	>40,00	>1,00

(*) O limite máximo do defeito mofado para a soja será de 6% (seis por cento), acima deste limite o produto será considerado fora de tipo.



APROVADO

TIPO	TOTAL DE ARDIDOS E QUEIMADOS	TOTAL DE QUEIMADOS	TOTAL DE AVARIADOS	TOTAL DE ESVERDEADOS	TOTAL DE AMASSADOS , PARTIDOS E QUEBRADOS	MATÉRIAS ESTRANHAS E IMPUREZAS
1	0,20	0,10	4,00	4,00	10,00	1,00
2	4,00	1,00	8,00 (*)	8,00	30,00	1,00
3	8,00	2,00	16,00 (*)	10,00	40,00	1,00
FORA DE TIPO	30,00	10,00	> 16,00 (*)	>10,00	>40,00	>1,00

(*) O limite máximo do defeito mofado para a soja será de 6% (seis por cento), acima deste limite o produto será considerado fora de tipo.



ASCLAVE - Associação Brasileira das Empresas e Entidades de
Classificação de Produtos Vegetais e Laboratórios de Alimentos

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OBRIGADO !