

# Never underestimate the importance of accurate sampling during supply

## Introduction

In recent times, we have written as to the importance of having an open mind when it comes to claims investigations when assessing the bunker stems against issues experienced onboard but what is equally important, is that we have a solid base for a claim against the fuel in the first place.

Indeed the most basic hurdles to overcome are whether we are basing the claim on a sample representative of the bunker contract and are we confident as the sample's provenance, in other words, how, where, when it was drawn and is it fully representative of the supply?

At the end of the day, you will not be surprised that as a former laboratory chemist, that for years I have been heard preaching the same mantra in that **“any laboratory is only as good as the quality of the sample provided”**.

So how do we address one of the biggest variable of them all?

## Prior to supply

Proactively buyers should always look to clarify means of delivery and the location of the sampler used to produce the binding contractual samples. Singapore is a notable exception in that SS600 and SS 648 mandate that samples which form the BDN are drawn from the vessels manifold but many areas have no such control with samples being drawn from the barge manifold unless agreed in writing prior to supply.

Truck and ex pipe deliveries require special attention in order to define how and from where samples are drawn which ultimately will be listed on the BDN and are inevitably the binding samples in the case of a dispute.

## The team in this article

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It is also important to understand access limitations given the continued Covid-19 challenges. Clarification must be sought early as to whether crew members can attend a barge or shore installation to witness samples being drawn and/or can barge crew attend the vessel as given the importance of samples the mobilization of surveyors would always be recommended.

Recently we have identified that some suppliers list these Covid limitations in their calling instructions, so all stakeholders should be sure to read them thoroughly as this document may give you the “heads up” needed to appoint a surveyor in advance to protect your interests.

**Time of delivery**

At the end of the day, if you don't raise concerns at the time as to the provenance of samples or any deviation from sampling protocols then you have little recourse in the future.

Indeed it would not be the first time that the representative (and contractually binding sample) does not bear any resemblance to other samples presented which of course could expose you to the full weight of the claim.

Therefore any deviation or issue should be documented in a Statement Of Fact (SOF) or Letter Of Protest (LOP) at the time of supply and should this be refused or not accepted to be signed by the supplier, then urgent communications should be made to the relevant counter-parties in order to document the occurrence.

Common deviations include:

- Lack of continuous drip sampler on board the barge resulting in “SPOT ONE SHOT” samples forming the BDN.
- Continuous drip sampler not started at commencement of delivery.
- Cubitainer seen to be full prior to delivery completion.

**Post delivery**

Particularly if time is of the essence on completion, it can be a bad habit to ignore the samples and concentrate on the ullaging - which of course would render all previous attention potentially useless. It is essential that the **entire** sampling process is covered from the moment the cubitainer is connected to the continuous drip sampler until the last sample has been sealed and accurately documented on the BDN and both the BDN and the sample

labels have been signed off by all parties.

### Conclusion

So to conclude, I would argue that given some of the quality challenges and the issues with barge accessibility for the crew given Covid-19 concerns, it is almost essential to employ a barge based surveyor to protect buyers interests even in a relatively low flat price world as we have at present.

This allows any deviations relating to Quantity and Sampling to be noted, documented and dealt with at the time and gives you peace of mind in the event a claim occurs further down the line.

Remember the adage, **the laboratory is only as good as the sample provided** - you are wise to always employ a gold standard ISO 17025 accredited laboratory for your testing but if the sample is not representative then it is irrelevant and is a recipe for disaster.

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