SOUTHERN AFRICA TRADE +INVESTMENT HUB

REGIONAL CROSS-BORDER TRADE TOOLKIT

BY THE USAID SOUTHERN AFRICA TRADE AND INVESTMENT HUB

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FEED THE FUTURE
The U.S. Government's Global Hunger & Food Security Initiative

LIMITATIONS AND DISCLAIMERS

This toolkit intends to act as an easy, step-by-step guide for any person or entity based in Angola, Botswana, Eswatini, Lesotho, Malawi, Mozambique, Namibia and Zambia who are interested in exporting to South Africa. It does not include all relevant documents, but it directs users on where to go for the latest information, as both information and forms are frequently updated.

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LIST OF ACRONYMS AND ABBREVIATIONS

B/E	Bill of Entry
B/L	Bill of Lading
COO	Certificate of Origin
DALLRD	Department of Agriculture, Land Reform, and Rural Development (previously known as Department of Agriculture, Forestry and Fisheries) of South Africa
FTA	Free Trade Agreement
HS	Harmonized System
ICC	International Chamber of Commerce
INCOTERMS®	International Commercial Terms
LC	Letter of Credit
SACU	Southern African Customs Union (member states: Botswana, Eswatini, Lesotho, Namibia and South Africa)
SADC	Southern African Development Community (Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, United Republic of Tanzania, Zambia, Zimbabwe
SARS	South African Revenue Service
USAID	United States Agency for International Development
VAT	Value Added Tax

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1. INTRODUCTION

The USAID TradeHub has created a Regional Cross-Border Trade Toolkit to assist in increasing imports from Angola, Botswana, Eswatini, Lesotho, Malawi, Mozambique, Namibia, and Zambia into South Africa. The aim is to work with trade promotion agencies, business membership organizations (BMOs), exporters, and importers to improve technical skills, find solutions to trade barriers, facilitate meetings and trade agreements to increase exports to South Africa.

2. EXPORTS

The methodology for the creation of the toolbox included desktop research and survey questionnaires that were disseminated to relevant stakeholders in each country.

2.1 TARGET COUNTRY EXPORTS

2.1.1 ANGOLA

Situated on the South West coast of Africa, Angola has a population 31.825 million people whose main language is Portuguese. The country has a land area of 1.2 million sq.km with the main maritime ports being Luanda and Lobito. Angola's export partners are China, India, United States, South Africa and Spain. Crude petroleum, petroleum gas and diamonds provide the largest export revenues, however recently fruits (bananas and melons), fish and machinery exports to South Africa have been increasing.

2.1.2 BOTSWANA

With a population of about 2.3 million people and a land area of 566,730 sq.km, the Republic of Botswana is known as one of the most sparsely populated countries in the world. The top five export destinations for goods from Botswana in 2019 were United Arab Emirates, Belgium, India, South Africa, and China. In 2020, the main exports to South Africa comprised mineral products, precious metals, prepared foodstuff, machinery, and vegetables. The products that will be covered in the Regional Cross-Border Trade Toolkit are meat and meat products, textiles and apparel, salt, handicrafts and accessories, cosmetics, and personal protective equipment (PPE).

2.1.3 ESWATINI

The Kingdom of Eswatini is a landlocked country bordered by South Africa and Mozambique. The country has a population of about 1.148 million people with a land area of 17,200 sq.km. The labor force is made up of 61 percent male and 39 percent female workers. Exports from Eswatini are made up of 64 percent manufactured goods, 28 percent food items, 5 percent agricultural raw materials, and 2 percent "other." South Africa is the main importer for goods from Eswatini with the purchase of goods amounting to $1,284 million in 2019. The export products that the Regional Cross-Border Trade Toolkit will focus on are macadamia nuts, honey, textiles and apparel, sauces, bananas, handicrafts and accessories, and PPE.

2.1.4 LESOTHO

The Kingdom of Lesotho is an enclaved country within the borders of South Africa with a land area of 30,000 sq.km and an estimated population of about 2.125 million people. In 2019, South Africa was its main export destination followed by the United States, Belgium, India, and the United Arab Emirates. Textiles, machinery, and footwear are the main export products. The Regional Cross-Border Trade Toolkit will focus on freshwater fish (trout), textiles and apparel, bottled water, medicinal plants, handicrafts and accessories, and PPE.

2.1.5 MALAWI

The Republic of Malawi is a landlocked country bordered by Zambia, Tanzania, and Mozambique. The country has a population of 18.629 million people and a land area of 94,280 sq.km, of which a third is taken up by Lake Malawi. The top five export destinations are Belgium, Germany, South Africa, the United States, and Zimbabwe, with food items taking up 89 percent of the total exports in 2019. The commodities that will be included in the Regional Cross-Border Trade Toolkit are groundnuts, macadamia nuts, soya beans and soya products, sugar beans, sauces, tea, specialized beans, coffee, sesame seeds, pistachios, moringa, and handicrafts and accessories.

2.1.6 MOZAMBIQUE

The Republic of Mozambique is a Portuguese-speaking country bordered by the Indian ocean on the east. The country has two major ports, Maputo and Beira, and three smaller ports. With road infrastructure challenges, the country has the ability to use sea routes to export to South Africa. The top five export destinations in 2019 were India, South Africa, the Netherlands, China, and Singapore, with 41 percent comprised of fuels, 28 percent being ores and metals, and the rest made up of food items, agricultural raw materials, and manufactured goods. The export products to be focused on for the Regional Cross-Border Trade Toolkit are groundnuts, macadamia nuts, cashew nuts, fish, specialized beans, coffee, moringa, handicrafts and accessories, honey, baobab powder, and cosmetics.

2.1.7 NAMIBIA

Namibia is situated on the west coast of Southern Africa with a population of 2.495 million people and land area of 823,290 sq.km. The goods exported are comprised of 40 percent ores and metals, 11 percent manufactured goods, 22 percent food items, and 27 percent of “other” goods. The top five destinations for 2019 were China, South Africa, Botswana, Belgium, and Spain. Namibia has two ports and also has the option of moving goods via sea to South Africa. Fish, meat and meat products, textiles and apparel, salt, olive oil, dates, raisins, table grapes, wood charcoal, and cosmetic products are the commodities that will be used in the Regional Cross-Border Trade Toolkit.

2.1.8 ZAMBIA

The Republic of Zambia is a landlocked country that is bordered by the Democratic Republic of Congo, Tanzania, Malawi, Mozambique, Botswana, Namibia, and Angola. It has a land area of 743,390 sq.km and a population of 17.86 million people. Ores and metals made up 71 percent of Zambia’s exports in 2019, with the rest of the exports being food items and manufactured goods. The top five export destinations were China, Switzerland, Democratic Republic of Congo, Namibia, and India. The commodities that will be used in the Regional Cross-Border Trade Toolkit are groundnuts, macadamia nuts, soya beans and soya products, honey, sugar beans, fish, sauces, moringa, medicinal plants and natural products, handicrafts and accessories, specialized beans, and sesame seeds.

2.2 EXPORT PROCESS

The export process begins with companies assessing their business and product readiness. The exporters are required to register with Customs, local chamber of commerce and other local ministries. Exporters are required to provide international buyers with quotes, proforma invoices and transport documentation where necessary. Exporters need to understand the terms for the contract of sale as well as the Incoterm® that has been selected.

2.2.1 EXPORT READINESS

When considering exporting products, it is important that the company assesses their export readiness in terms of the business and the products to be exported.

Business Readiness

The readiness of the business should be assessed by considering the following aspects:

- **Commitment** from the business to develop an international market as the business operations may need to be rearranged.
- **Management skills** such as experience selling products in other countries, processing export orders and understanding the export processes.
- **Financial resources** does the business have the funding to export, as developing the international market can be more costly than the domestic market. Is there funding to adapt the product and packaging for the international market?
- **Technical expertise** to ensure that the product is suited for the international market, as well as to undertake research and development, and have knowledge of potential competitors.
- **Capacity** to supply and manufacture for the international market as well as to produce at short notice.
- **International market intelligence**.

Product Readiness

The product readiness can be assessed by considering the following aspects:

- **Success in the local market**. based on potential to find international buyers at competitive prices.
- **Product adaptability** through assessing the function of the product and whether the packaging/labels/manuals can be adapted to the international market.
- **Cost structure of manufacturing the product** which includes the materials used and whether they are sourced locally. The manufacturing process may need to cope with bigger orders. The product may be price sensitive and freight costs may be too high.
- **Competitors' products** are there advantages over the competitors' products?
- **Product complexity** such as the technology required to use the product. Does the buyer require skills to use the product and are there utilization demands such as power/electricity? Would the buyer require after sales services such as repairs or spares?

2.2.2 EXPORTER REGISTRATIONS

- Businesses are required to register as exporters prior to exporting. This can be done at the local authority responsible for export registration.
- Certificate of Origin (COO) will need to be processed for all shipments within the Southern African Development Community (SADC) region to benefit from the customs duty exemptions. The business will need to register at the Chamber of Commerce/ Department of Trade/local authority that processes the COO.
- Transport costs need to be discussed with a clearing and forwarding agent who will assist with the customs clearance at the border. The exporter needs to ensure that they are aware of all costs applicable to future shipments so that they can include them when quoting potential buyers.

2.2.3 EXPORT QUOTE

When the exporter receives a quote request, it is important to include the following information:

- Product costs
- Insurance costs
- Transport costs
- Any other costs that will be relevant up until the goods are delivered. (this will be dependent on the International Commercial Terms (Incoterm®) agreed upon).
- Lead time for delivery.

2.2.4 PROFORMA INVOICE

The export order has the following role players:

- Exporter
- Buyer
- Freight Forwarder
- Exporters' bank
- The buyer's notify party (freight forwarder or agent).

The proforma invoice must include the following information:

- Contact details and addresses of the buyer and seller.
- Transport agent's details.
- Product details: Harmonized System (HS) tariff code, packaging details, handling specifications, lead time (production to shipment).
- Pricing (based on Incoterm®, cost of product, packaging costs), bank costs, currency for payment.
- Transport: delivery address (based on Incoterm®), mode of transport
- Payment: method of payment and terms of payment.
- Insurance: Marine/Cargo insurance.

PROFORMA INVOICE

EXPORTER	REFERENCE NO.	SHIPMENT NO.	SHIPMENT DATE	
	BILL OF LADING NO.	MASTER AWB	LETTER OF CREDIT	
CONSIGNEE	INCOTERM		ESTIMATED TIME OF ARRIVAL	
	ORDER NUMBER:		PURCHASE ORDER NUMBER:	
PURCHASING CONSIGNEE				
FORWARDING AGENT/NOTIFY PARTY				

MODE OF TRANSPORT	PAYMENT TERMS		
CARRIER	PORT OF LOAD		
PORT OF DISCHARGE	PREPAID/COLLECT		
PACKAGES	TYPE OF PACKAGES		
SHIPMENT WEIGHT	SHIPMENT CBM		

HS DESCRIPTION OF COMMODITIES

ORDER NUMBER	ITEMS	H.S. NUMBER	EXPORT CONTROL NO.	LICENCE TYPE	COUNTRY OF ORIGIN	QUANTITY	UNIT SELLING PRICE	VALUE IN USD
			INSURANCE	FREIGHT	PACKING	LINE TOTAL	INVOICE TOTAL	

CERTIFICATIONS

SPECIAL INSTRUCTIONS

SIGNATURE____________________

2.2.5 PROCESSING THE EXPORT ORDER

Once the sales contract has been established by either an international purchase order or documentary credit, the exporter is in a position to process the order.

Shipping the goods

Once the deal has been set up, the exporter should take the following steps:

1. Read the purchase order/documentary credit very carefully and take note of the requirements of the buyer. If there are any pre-shipment actions that must occur, these activities must take place before booking the freight and loading the container. Pre-shipment activities could include pre-shipment inspections, health inspections or product analyses, all of which must be carried out before the goods have been packed for shipping. If any of these inspections are required, plan with the appropriate service providers, and obtain the necessary certification before shipping the goods.

2. An exchange control document form must be completed and have it attested with the bank. The declaration is a commitment by the exporter to the Reserve Bank that funds will be brought into the country in exchange for goods. This declaration must not be completed until you are sure the deal is going to happen.

3. Once the goods are ready to be packed, the freight forwarder can be contacted to make a booking on the next available carrier, or on the carrier offering the service required by the exporter. The exporter will provide a freight forwarder's instruction and an attested exchange control form, and request him/her to arrange for customs clearance and transport. The freight forwarder may also arrange for marine insurance if required. Arrangements must be made for the goods to be collected or delivered to the freight forwarder's warehouse.

4. The exporter's freight forwarder will deliver the goods to the transporter and obtain a transport document as proof of receipt. The freight forwarder will arrange for customs clearance, which will require the submission of a customs bill of entry, an attested currency exchange control form and a transport document (in the case of air, road, and rail exports). The freight forwarder will then hand over the transport and insurance documents to the exporter.

5. The exporter will then issue commercial documents, namely, the commercial invoice and packing list and can assemble export documentation. This will include commercial documents, transport document, insurance document, as well as the verification documents issued by third parties.

2.2.6 RECEIVING PAYMENT

Once all documents are ready and completed in accordance with the documentary credit, (or if not using a documentary credit, in accordance with the purchase order), the exporter is now in a position to present the documents for payment. In the case of documentary credits, the exporter will submit the documents to the negotiating bank, (usually the exporter's bank), which will check the documents, ensuring that the documents are in accordance with the Letter of Credit (L/C), and make payment to the exporter. Of course, if selling on an acceptance L/C, the bank will accept the exporter's drafts, and the exporter will receive payment at maturity of the draft.

3. IMPORTS

The importing country in the Cross-Border Trade Toolkit is South Africa and the exporting countries are Angola, Botswana, Eswatini, Lesotho, Malawi, Mozambique, Namibia, and Zambia. All eight countries are part of SADC, which was created to achieve development, economic growth and alleviate poverty. The SADC Protocol on Trade is an agreement between the 16 SADC member countries to eliminate customs duties and other barriers to intra-SADC trade.

South Africa, Botswana, Eswatini, Lesotho and Namibia are also part of the Southern African Customs Union (SACU) which allows for free movement of goods within the union.

3.1 IMPORT PROCESSES – SOUTH AFRICA

All goods entering South Africa in the normal course of trade must be declared on the prescribed bill of entry. Goods include all wares, articles, merchandise, animals, currency, matter, or things.

Every importer or goods shall within the prescribed time make due entry of the goods. An importer includes any person, who, at the time of importation:

- Owns any goods imported;
- Carries the risk of any goods imported;
- Acts or represents themselves as if they are the importer or owner of any goods imported;
- Actually, bring any goods into South Africa;
- Is beneficially interested in any way whatever any goods are imported; or
- Acts on behalf of any such person.

All persons who import goods into South Africa shall register as an importer with Customs.

Goods must be declared to Customs within seven days from the date on which such goods are deemed to have been imported in terms of the Customs and Excise Act. In the case of containerized cargo, this period is 21 days, while break bulk cargo must be declared in 28 days.

Prescribed Bills of Entry

Imports from outside SACU must be declared on a DA 500 referenced to single administrative document (SAD) – Bill of Entry.

For the movement of goods between South Africa and the other members of SACU, importers must complete a Customs Controlled Area (CCA) 1 (CCA 1 – Reconciled with SAD) – Declaration of Goods Removed within the SACU Area.

A declaration made to Customs on a bill of entry at the time of importation and exportation must be accurate and correct. Acceptance of the bill of entry by Customs does not mean that the information provided has been accepted as being correct.

These bills of entry and related documents must normally be retained for five years. If errors are detected by Customs – whether duties were payable or not – the Act provides for penalties of up to three times the value of the goods, in addition to the forfeiture of the goods.

Additional Documents Required:

In order to accurately complete the import declaration, certain information must be obtained from a number of documents. Examples of these documents are:

- Transport documents (i.e. bill of landing, air waybill, road manifest, etc.);
- Invoices;
- Any contracts if applicable;
- Exchange control forms; and
- Permits/certificates.

When submitting manual declarations all the documentation must accompany the declaration. In other instances, these documents must be produced to Customs upon request.

Customs process

Customs utilizes risk profiling to interrogate import bills of entry lodged. This may result in the import shipment being detained pending the production of additional documentation to verify the classification or a call for the physical examination of the goods. Goods found to be in order will be released as entered. Import control permits/certificates will be requested, where applicable.

What about prohibited and restricted goods?

Prohibited goods are never allowed to enter South Africa under any circumstances. These include:

- Narcotic and habit-forming drugs in any form;
- Fully automatic, military, and unnumbered
- weapons, explosives, and fireworks;
- Poison and other toxic substances;
- Cigarettes with a mass of more than 2kg per 1,000;
- Goods to which a trade description or trademark is applied in contravention of any Act (for example counterfeit goods);
- Unlawful reproductions of any works subject to copyright; and
- Prison-made and penitentiary-made goods.

Restricted goods are allowed to enter South Africa only under certain conditions i.e. on production of a permit, certificate, or authority from the relevant authority. For example, medicine (excluding sufficient quantities for one month for own personal treatment accompanied by a letter or certified prescription from a registered physician) can only be imported on production of a permit/license issued by the Director-General: National Health and Population Development.

Types of Duties Levied on Imported Goods

Three kinds of duties are levied on imported goods:

- Customs duties (including additional *ad valorem* duties on certain luxury or non-essential items);
- Anti-dumping and countervailing duties; and
- VAT (which is also collected on goods imported and cleared for home consumption).

Customs duty

Customs duty is levied on imported goods and is usually calculated as a percentage on the value of the goods (set in the schedules to the Customs and Excise Act). However, meat, fish, tea, certain textile products and certain firearms attract rates of duty calculated either as a percentage of the value or as cents per unit (for example, per kilogram or meter).

Additional ad valorem customs duties are levied on a wide range of luxury or non-essential items such as perfumes, firearms, and arcade games.

Anti-dumping and countervailing duty

Anti-dumping and countervailing duties are levied:

- On goods considered to be “dumped” in South Africa; and
- On subsidized imported goods.

These goods are the subject of investigations into pricing and export incentives in the country of origin; the rate imposed will depend on the result of the investigations. These duties are either levied on an ad valorem basis (as a percentage of the value of the goods) or as a specific duty (as cents per unit).

The amount and type of duty imposed on a product is determined by the following main criteria:

- The value of the goods (the customs value);
- The volume or quantity of the goods; and
- The tariff classification of the goods (the tariff heading).

Value-Added Tax

Section 7(1)(b) of the Value-Added Tax (VAT) Act 89 of 1991 levies VAT at a rate of 14 percent on the importation of goods into South Africa from export countries – including Botswana, Lesotho, Namibia, and Eswatini. However, certain goods imported into South Africa are – under Section 13(3) read with Schedule 1 – exempt from VAT on importation.

Section 13(2)(a) of the VAT Act sets the value to be placed on the importation of goods into South Africa. The value is deemed to be the value of goods for customs duty purposes; plus, any duty the Customs and Excise Act levies on the importation; plus, 10 percent of that value.

However, Section 13(2)(b) provides that the value is not increased by the factor of 10 percent if the goods have their origin in Botswana, Lesotho, Namibia, or Eswatini.

Determining Customs Values

Customs values are set by the General Agreement on Tariffs and Trade (GATT) valuation code, which involves six valuation methods.

The majority of goods are valued using method one, which is the actual price paid or payable by the buyer of the goods. The "free on board" price forms the basis for the value but allows for certain deductions (such as interest charged on extended payment terms) and additions (such as certain royalties).

Customs officials pay particular attention to:

- The relationship between the buyer and seller;
- Payments outside of the normal transactions (such as royalties and license fees); and
- Restrictions that have been placed on the buyer.

These factors can result in the price being increased for the purpose of determining customs value, directly affecting the duty payable.

What happens to cargo entering South Africa?

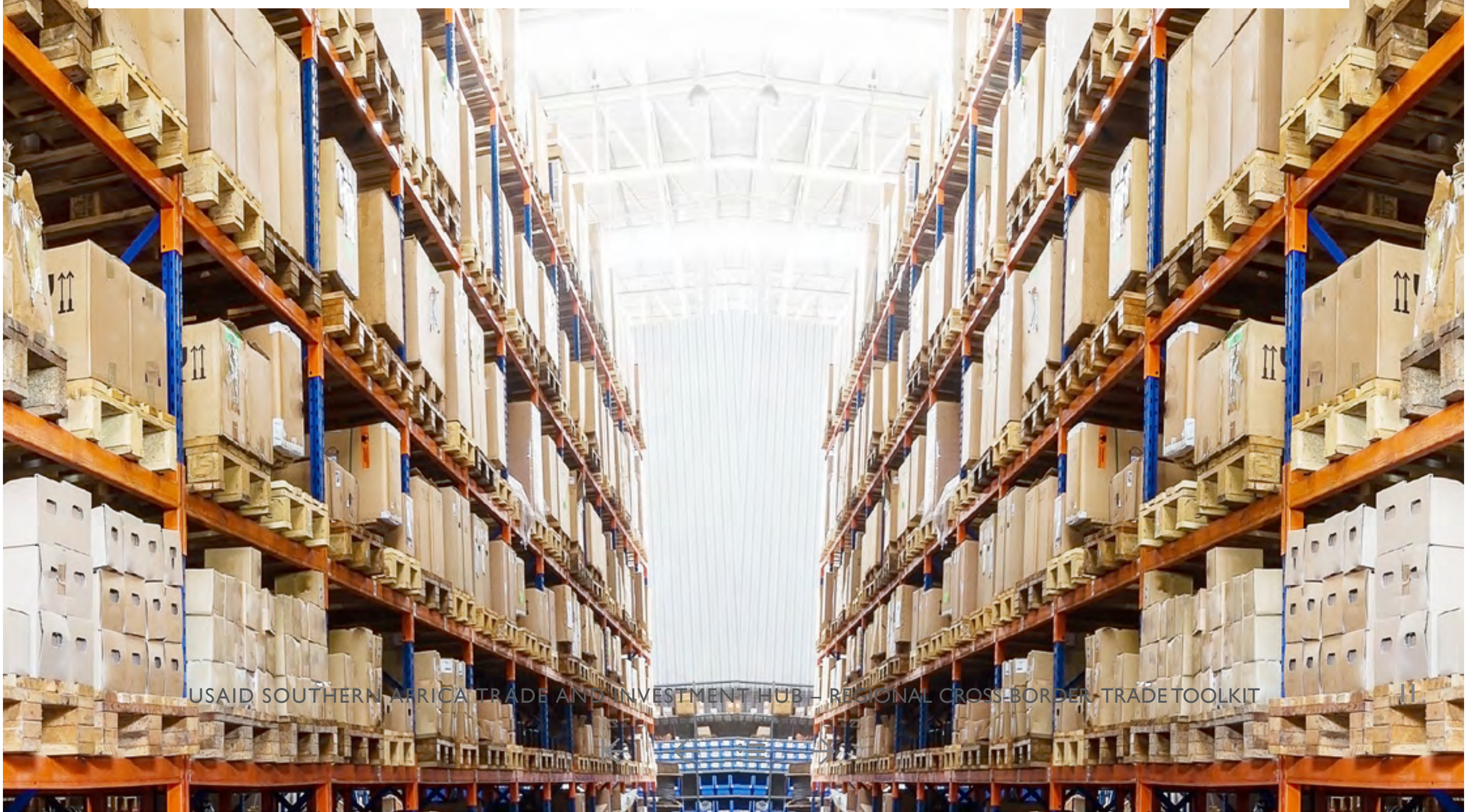
When cargo is landed in South Africa, a cargo manifest that reflects all the imported goods must be produced. A bill of entry must account for all goods to the satisfaction of Customs.

If importers or owners of imported goods fail to do this, the goods may be detained and removed to the state warehouse.

State warehouses

The state provides state warehouses for the safekeeping of goods. Their main purpose is to secure the duty and VAT due on unentered, abandoned or seized goods. Entered goods detained provisionally for the correct tariff classification or without a permit are also stored in state warehouses.

Once the importer or owner of the goods has complied with all customs requirements, the goods may be released on receipt of state warehouse rent. Unclaimed goods may be sold by public auction after a prescribed period from the date on which the goods were placed in the state warehouse. The proceeds go towards covering duties, VAT, or other expenses.



4. DOCUMENTATION

There are various documents that are required for both imports and exports. If there are missing documents, this can easily delay shipments and increase costs considerably. Prior to any shipment, the seller and buyer need to be aware of the documents required, the process for obtaining these documents and the costs associated with the relevant documents.

For example, to obtain an import permit for agricultural products requires the importer to apply to the South African Department of Agriculture, Land Reform and Rural Development (DALRRD) with the relevant details, a payment or ZAR190 (per application) and the process may take up to 30 days. The cargo will not be allowed into South Africa if there is no import permit.

4.1 PROFORMA INVOICE

A pro forma invoice is a quote in an invoice format that may be required by the buyer to apply for an import license, contract for pre-shipment inspection, open a letter of credit or arrange for transfer of hard currency.

A pro forma may not be a required shipping document, but it can provide detailed information that buyers need in order to legally import the product.

Pro forma invoices basically contain much of the same information as the formal quotation, and in many cases can be used in place of one. It should give the buyer as much information about the order as possible so arrangements can be made efficiently.

The invoices inform the buyer and the appropriate import government authorities details of the future shipment; changes should not be made without the buyer's consent.

As mentioned for the quotation, the points to be included in the pro forma are:

1. Seller's name and address.
2. Buyer's name and address.
3. Buyer's reference.
4. Items quoted.
5. Prices of items: per unit and extended totals.
6. Weights and dimensions of quoted products.
7. Discounts, if applicable.
8. Terms of sale or Incoterm® used (include delivery point).
9. Terms of payment.
10. Estimated shipping date.
11. Validity date.

4.2 COMMERCIAL INVOICE

A commercial invoice is a required document for the export and import clearance process. It is sometimes used for foreign exchange purposes. In the buyer's country, it is the document that is used by their custom officials to assess import duties and taxes.

Before completing a commercial invoice for a new export destination, it is advisable to consult reliable sources for country specific requirements. A few countries require the invoice to be on a specific form, but for most countries, the seller or exporters version is acceptable as long as all the pertinent information is included.

In addition to the information included on the pro forma invoice, the invoice may include the South African harmonized tariff classification number to the sixth digit only. This can speed up the export clearance process as well as the import clearance in the buyer's country since it provides a universal description of goods for duty and tax purposes. Another item that should be included is the destination control statement. Even though it is not required for all exports, it is a statement that provides additional protection for the exporter in case the buyer re-exports the shipment to a prohibited destination or prohibited end use.

COMMERCIAL INVOICE

EXPORTER	REFERENCE NO.	SHIPMENT NO.	SHIPMENT DATE
	BILL OF LADING NO.	MASTER AWB	LETTER OF CREDIT
CONSIGNEE	INCOTERM		ESTIMATED TIME OF ARRIVAL
	ORDER NUMBER:		PURCHASE ORDER NUMBER:
PURCHASING CONSIGNEE			
FORWARDING AGENT/NOTIFY PARTY			

MODE OF TRANSPORT	PAYMENT TERMS		
CARRIER	PORT OF LOAD		
PORT OF DISCHARGE	PREPAID/COLLECT		
PACKAGES	TYPE OF PACKAGES		
SHIPMENT WEIGHT	SHIPMENT CBM		

HS DESCRIPTION OF COMMODITIES

ORDER NUMBER	ITEMS	H.S. NUMBER	EXPORT CONTROL NO.	LICENCE TYPE	COUNTRY OF ORIGIN	QUANTITY	UNIT SELLING PRICE	VALUE IN USD
			INSURANCE	FREIGHT	PACKING	LINE TOTAL	INVOICE TOTAL	

CERTIFICATIONS
SPECIAL INSTRUCTIONS

SIGNATURE_____________________

PACKING LIST

EXPORTER	BILL TO	SHIPMENT NO.	SHIPMENT DATE
		PAYMENT TERMS	
CONSIGNEE	MODE OF TRANSPORT	NO. OF PKGS	GROSS WEIGHT (KGS)
		BILL OF LADING	AWB NUMBER

CONTAINER NUMBER	ITEM QUANTITY	DESCRIPTION OF COMMODITIES	LENGTH	WIDTH	HEIGHT	CUBIC	NET WEIGHT	GROSS WEIGHT

4.3 PACKING LIST

Considerably more detailed and informative than a standard domestic packing list, an export packing list lists seller, buyer, shipper, invoice number, date of shipment, mode of transport, carrier, and itemizes quantity, description, the type of package, such as a box, crate, drum, or carton, the quantity of packages, total net and gross weight (in kilograms), package marks and dimensions, if appropriate. Both commercial stationers and freight forwarders carry packing list forms. A packing list may serve as conforming document. It is not a substitute for a commercial invoice. In addition, customs officials may use the packing list to check the cargo, so the commercial invoice should reflect the information shown on the packing list.

4.4 TRANSPORTATION DOCUMENTS

Air Waybill

Air freight shipments require airway bills. An air waybill accompanies goods shipped by an international air carrier. The document provides detailed information about the shipment and allows it to be tracked. Air waybills are shipper-specific and are not negotiable documents (as opposed to "order" bills of lading used for vessel shipments).

Bill of Lading

A bill of lading is a contract between the owner of the goods and the carrier (as with domestic shipments). For ocean shipments, there are two common types:

a) Straight bill of lading, which is non-negotiable, and
b) Negotiable, or shipper's order bill of lading.

The latter can be used to buy, sell, or trade the goods while in transit. The customer usually needs an original bill of lading as proof of ownership to take possession of the goods from the ocean carrier.

4.5 CERTIFICATE OF ORIGIN

Certificates of origin (COO) may be required to comply with the requirements of foreign customs (i.e., country of importation), for letters of credit, or simply at the request of the buyer. There are two types of COOs:

a) One type is known as "generic" or "non-preferential," which means that the country of origin of the goods stated on the document does not qualify the goods for any preferential treatment with the country on the receiving end.
b) A second type of certificate may be required to obtain a free trade agreement (FTA) preferential tariff rate.

Generic Certificates of Origin

A generic COO is one of the most commonly requested documents. Here is what you need to know when to use, how to certify, and where to obtain such a COO to help make for a smooth export transaction:

- The COO may be required by some countries for all or only certain products. In many cases, a statement of origin printed on company letterhead will suffice. The exporter should verify whether a COO is required with the buyer and/or an experienced shipper/customs broker/freight forwarder.
- For textile products, an importing country may require a certificate of origin issued by the manufacturer.
- The number of required copies and language may vary from country to country.

FTA Certificate of Origin

Other COOs may be required to obtain FTA preferential tariff rates. These certify that goods listed on the document are eligible for either duty-free or reduced tariffs because the country of importation extends these privileges to the country of origin.

4.6 PHYTOSANITARY CERTIFICATES

Phytosanitary certificates are issued to indicate that consignments of plants, plant products or other regulated articles meet specified phytosanitary import requirements and are in conformity with the certifying statement of the appropriate model certificate. Phytosanitary certificates should only be issued for this purpose. Model certificates provide a standard wording and format that should be followed for the preparation of official phytosanitary certificates. This is necessary to ensure the validity of the documents, that they are easily recognized, and that essential information is reported.

Importing countries should only require phytosanitary certificates for regulated articles. These include commodities such as plants, bulbs and tubers, or seeds for propagation, fruits, and vegetables, cut flowers and branches, grain, and growing medium. Phytosanitary certificates may also be used for certain plant products that have been processed where such products, by their nature or that of their processing, have a potential for introducing regulated pests (e.g. wood, cotton). A phytosanitary certificate may also be required for other regulated articles where phytosanitary measures are technically justified (e.g. empty containers, vehicles, and organisms).

Importing countries should not require phytosanitary certificates for plant products that have been processed in such a way that they have no potential for introducing regulated pests, or for other articles that do not require phytosanitary measures.

The National Plant Protection Organisation (NPPOs) should agree bilaterally when there are differences between the views of the importing country and exporting country regarding the justification for requiring a phytosanitary certificate. Changes regarding the requirement for a phytosanitary certificate should respect the principles of transparency and non-discrimination.

5. INCOTERMS®/ CONTRACTS

Contracts of sales are seldom set out in writing. Most sale agreements are done via email starting with a request for a quote. Very few buyers and sellers consider the risks of non-payment, non-delivery, defective goods, etc. It is important to stipulate the terms and conditions of the agreement in a contract to avoid these risks especially if the exporting/importing country is not a signatory to the Convention for the International Sale of Goods (CISG).

The International Chamber of Commerce (ICC) Incoterms® can alleviate some of the risks as they cover the obligations of the buyer and seller, the point at which risk passes and which costs each part is responsible for. The Incoterms® 2020 rules have recently been launched; however, most traders are still using Incoterms® 2010 rules and some even Incoterms® 2000 rules. The toolkit will cover both Incoterms® 2020 and Incoterms® 2010 rules. Buyers and sellers need to understand what they are responsible for during each transaction and Incoterms® provides an easy way to reduce legal complications provided that each party understands their role and responsibilities.

5.1 INCOTERMS®

The Incoterms® have been attached as an annexure to this document. Buyers and sellers can select the specific Incoterm® that they would like to use in their contract and find costs, delivery, and risk details. This is a tool that has been developed to ensure that buyers and sellers are using the correct Incoterms® and that they understand the responsibilities and risks associated with each Incoterm®.

When selecting the Incoterm®, buyers and sellers need to consider the following:

- Their experience with international trade;
- The risk associated with the Incoterm®;
- The costs and financial responsibility; and
- Experience handling the transport; operators, suppliers for international shipments.

5.2 CONTRACTS

The contract is formed when an offer is made, and that offer has been accepted by the receiver. The offer can be made as any type of advert or quote to the recipient. When the recipient accepts the offer within the validity period and without making any changes, a contract has been formed.

5.2.1 OBLIGATIONS OF THE SELLER

The seller must deliver the goods, hand over any documents related to the goods and transfer the property of the goods. The transfer of the ownership of the goods would entail handing

over the transport documents so that the buyer may take delivery of the goods.

5.2.2 CONFORMITY OF THE GOODS

The goods must conform to the quantity, quality, and the description of the goods. The goods must be fit for purpose, possess the same quality as the sample or model; and be contained or packaged to preserve and protect the goods.

5.2.3 OBLIGATIONS OF THE BUYER

The buyer is required to pay the price which includes taking the steps and complying with formalities required under the contract. The buyer must take delivery of the goods.

5.2.4 REMEDIES FOR BREACH OF CONTRACT

The buyer's rights:

- The buyer may claim damages;
- The buyer may request substitute goods if the goods do not conform to the contract;
- The buyer may require the seller to repair the product;
- The buyer may fix an additional period of time for the seller to perform their obligations; and
- The buyer may terminate the contract.

The seller's rights:

- The seller may claim damages;
- The seller may require the buyer to make payment, take delivery or perform their other obligations;
- The seller may fix an additional period of time for the buyer to perform their obligations; and
- The seller may terminate the contract.

5.2.5 PASSING OF RISK

Risk passes in accordance with the Incoterm® that has been selected by the buyer and seller. Loss of or damage to the goods after the risk has passed to the buyer does not discharge him/her from his/her obligation to pay the price unless the loss or damage is due to an act or omission by the seller.

6. FINANCE AND PAYMENTS

There are various payment methods for international trade. These include:

- **Cash in Advance**
- **Letters of Credit**
- **Documentary Collections**
- **Open Account**

6.1 CASH IN ADVANCE

This is obviously the most secure form of obtaining payment but is used infrequently. Under these terms the buyer pre-pays the entire shipment or a part of it.

It is advantageous to the seller, who faces no risk of remaining unpaid for his goods or for a part of them; but it is disadvantageous to the buyer since it puts the entire burden of financing on him/her.

Exporters use this method only if the risk of non-payment is large or when merchandise is made to the buyer's specifications and the manufacturer has to outlay a large amount of capital for the production of the respective goods.

Exchange regulations in some countries do not permit the prepayment of imports.

6.2 LETTER OF CREDIT (LC)

A Letter of Credit (LC) is the written undertaking of a bank, to pay the beneficiary a stated amount of money, if the beneficiary produces documents drawn up strictly in accordance with the terms of the LC.

For an export from South Africa for example, an LC is opened at the request of the importer, by his/her bank which normally sends it to its correspondent bank in South Africa. The South African bank in turn, forwards it to the exporter, or advises of its arrival.

Most commercial LCs are documentary, which means that payment will be made against the beneficiary's draft accompanied by documents called for in the LC.

These documents are usually a minimum of the Commercial Invoice, Bill of Lading, Insurance Certificate and CO.

Parties involved in the LC transaction are:

- Applicant – importer/buyer requesting LC to be opened;
- Issuing bank – bank which opens the LC on behalf of buyer;
- Advising bank – bank, which notifies or advises the seller of the terms of LC (usually a bank in the seller's country);
- Negotiating bank – bank which purchases a draft drawn by the beneficiary;
- Confirming Bank – bank which confirms the LC, thereby guaranteeing payment if the terms of the LC are met. This bank is usually, but not always, in the beneficiary's country; and
- Beneficiary – person/firm receiving payment – normally the seller.

The last three banks are usually one and the same but not necessarily so.

An LC is either irrevocable or revocable.

Irrevocable LC – Confirmed or Unconfirmed

a) Confirmed irrevocable LC: In terms of an irrevocable LC, the buyer's bank commits itself irrevocably to pay the seller's drafts.

When the correspondent bank adds its confirmation to the credit, it assumes full liability to pay the seller's drafts, **provided, always, all conditions stated in the credit have been met.**

The confirmed irrevocable credit is the most secure as the seller/exporter:

- Has the commitment of two banks agreeing to pay; the confirming bank has added its own undertaking to that of the issuing bank and it will pay even if the issuing bank cannot or will not transfer funds;
- Is protected against the 'commercial risk' of non-payment by the buyer, for whatever reason;
- Is protected against the 'political risk' or the exchange transfer risk of the foreign government prohibiting or restricting the transfer of foreign exchange to the exporter's country;
- Is normally able to obtain payment once the goods have been shipped.

Banks charge commission for confirming letters of credit. Such commissions are borne by the issuing bank which passes such expense over to its customer.

Exporters who have an irrevocable LC confirmed in South Africa should not require export credit insurance.

b) Unconfirmed irrevocable LC: the issuing bank commits itself irrevocably to pay the seller's drafts, but the correspondent bank is not obliged to make payment or otherwise to provide finance at the place of the seller.

Payment is the sole responsibility of the issuing (usually buyer's own bank). Therefore, the security of an unconfirmed irrevocable LC depends upon the credit standing of the foreign issuing bank, on the degrees of 'political' and 'exchange transfer' risks anticipated, as opposed to the risk of non-payment of the buyer.

Exporters receiving payment under unconfirmed LCs should consider taking out export credit insurance. In this case, the risks covered would be the insolvency or default of the foreign issuing bank, or the transfer risk.

Revocable LC: not satisfactory as the issuing bank may amend or cancel the credit at any time, without the approval of the beneficiary.

A revocable LC may be considered merely a means of arranging payments, not of securing them.

Although not obliged to do so, the issuing bank normally advises the beneficiary of a revocable credit, of any cancellation. Therefore, it is advisable to have a 'notice' clause inserted in the credit whereby the bank must inform the exporter of any cancellation.

NB: All LCs should state whether they are revocable or irrevocable. In the absence of such indication, the credit shall be deemed to be revocable (be careful!). If the LC is revoked, the exporter has obtained payment by some other method. Although cheaper and attractive for the buyer, it is seldom used, unless the buyer has disputed credit worthiness and reliability.

6.3 BANK COLLECTIONS

An exporter requiring a less secure and cheaper payment method than a LC may negotiate payment on the basis of a bank collection.

Bank collections refer to a method of payment involving bills of exchange (also known as a bank draft) whereby an exporter initiates, through the banking system, the collection of money owed to him/her by an importer.

A draft is an unconditional order, in writing, signed by a person (usually the seller) and addressed to the foreign buyer ordering payment on presentation of the document (sight), or at some specified future date (usance), the amount of the draft. It is a binding document providing the exporter with recourse to legal action in the event of non-payment.

The bank acts merely on behalf of, or as an agent for, the exporter, and therefore does not ensure payment. It sends the draft (and document if required) to a correspondent bank in the importing country with a request that the draft be presented for payment or acceptance, and that the proceeds be remitted back to the exporter's bank.

Letter of credit versus drafts for collection:

The difference between selling against irrevocable LC and selling against documentary drafts for collection lies essentially in the degree of protection that these methods give to the exporter.

Whether the LC is confirmed or not, there is a bank commitment to pay. In the case of drafts for collection, banks merely act as collecting agents on behalf of the seller and take no responsibility for successfully collecting money.

6.4 OPEN ACCOUNT

Selling is said to take place on an open account basis when the shipping documents are sent directly by the exporter to the importer who remits the agreed price. These remittances are usually carried out through the buyer's bank.

The seller should be acquainted with the financial status of the buyer and should have no doubt that the buyer will pay at the agreed time.

Sometimes the parties agree on 'sight payment'. Here the buyer has to remit the purchase price when presented with the documents of title to the goods sold.

Selling on 'open account' can also mean selling on credit terms arranged between buyer and seller, with the seller having little evidence of the foreign buyer's obligation to pay a certain amount at a certain date. Eventual collection of payment may be difficult if the buyer defaults. As a result, open account credit sales are usually made only to a foreign branch or subsidiary of the supplier, or to a buyer with whom the seller has a favorable business relationship of long standing.
Exporters should consider the availability of foreign exchange for imports in the country of destination before granting open account terms. Frequently imports covered by documentary drafts for collection receive priority in the allocation of foreign exchange over imports on open account.

Under this method of payment, export credit insurance is recommended.

CONCLUSION

The Cross-Border Trade Toolkit should be a resource that encourages new participants to export to South Africa whilst reducing the costs and risks associated with new market entry.

FACT SHEET: HONEY

The Republic of South Africa has requirements for the control of the sale of honey or mixtures of bee products. This is administered under Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), Regulation No.R. 835 of 25 August 2000. The regulations apply to grading, packaging, and marking of honey and mixtures of bee products intended for sale in the Republic of South Africa. South African regulatory requirements on honey and mixtures of bee products are designed to protect consumers, while ensuring fair competition for the industry, including both local and imported products.

GRADES OF HONEY AND MIXTURES OF BEE PRODUCTS:

Honey is graded in two grades which are:

- Choice Grade
- Industrial Grade

STANDARDS FOR GRADES FOR HONEY:

- Honey shall – be well ripened in the hive in order to contain the correct moisture content and enzyme activity; and be free from particles foreign to its composition (such as mold, insects or insect debris, sand, etc.).
- Honey shall not – have any foreign tastes or odors; have begun to ferment or effervesce; and have been treated in such a way that its natural enzymes are destroyed or made inactive.

REQUIREMENTS FOR CONTAINERS:

A container containing honey or mixtures of bee products shall – be made from material that:

- is suitable for this purpose;
- will protect the contents thereof from contamination;
- will not contaminate the contents thereof in any way;
- be so strong that it will not be damaged or deformed during normal storage, handling and transport practices;
- be intact; and
- be closed properly in a manner permitted by the nature thereof.

MARKING REQUIREMENTS:

Subject to the provisions of these regulations, the required marking requirements shall appear in letters not less than 1 mm in height on any container containing honey or mixtures of bee products.

Any container containing honey or mixtures of bee products, shall be clearly and legibly marked with the following particulars:

- The name of the product in letters at least 4 mm high: Provided that a true reflection of the kind of honey contained therein, such as creamed or chunk, the floral or plant source such as sunflower, buckwheat, honeydew, or

any other similar description such as the geographical or topographical origin in letters of at least 4 mm high, may be used additionally;

- The name and business address of the producer or packer or seller of such a product;
- The country of origin of the contents;
- The grade of the contents in letters at least 2 mm high;
- When containing raw honey, with the words “raw” or “unprocessed” in letters at least 2 mm high;
- When containing sugar cane honey in any proportion, as containing sugar cane honey;
- When containing mixtures of bee products, with the proportions of bee products contained therein;
- The date of packing;
- Lot identification in such a way that the producer, packer or seller whose name and address appears on the container, could identify or assist in identifying the premises where a product is finally combined as well as the lot, provided that the date of packing can be used for lot identification, where applicable;
- The word “irradiated” or “radurised” in letters at least 3 mm high in the vicinity of the name of the product, when the contents consist totally or partially of honey that has been subjected to irradiation, provided that the indication of the radura symbol is optional; and
- The net mass in accordance with the Trade Metrology Act, 1973 (Act No. 77 of 1973) as applied by the South African Bureau of Standards (SABS).

Honey container properly marked as per regulation.

Figure 1Source: http://www.daff.gov.za/daffweb3/Branches/Agricultural-Production-

FACT SHEET: PROCESSED MEAT PRODUCTS

In terms of the Animal Diseases Act (Act No. 35 of 1984), and the Meat Safety Act (Act No. 40 of 2000), all South African citizens may import animals and/or animal-derived products, which are considered to be safe, into South Africa.

Importation is subject to compliance with the relevant import requirements, as stipulated on the veterinary import permit.

What are animal products?

Animal products or animal-derived products are made of or contain animal material. Examples are milk, cheese, meat, biltong, skins, furs, game trophies, animal feed containing animal material, vaccines as well as medicines made from animal material and laboratory samples of animals.

Import requirements

Certain import requirements must be met when you want to import animals and/or animal products into the country. These requirements are aimed at preventing the introduction of exotic (foreign) diseases into South Africa. This is done to protect the national animal (and human) population, as well as our export markets. For certain products, other government authorities have their own import requirements which must be complied to. For example, meat is also controlled by the Directorate of Veterinary Services, which will evaluate the slaughtering procedures and abattoirs of the exporting country.

Rules for importation

Each consignment of animal and/or animal products for importation into South Africa must be accompanied by:

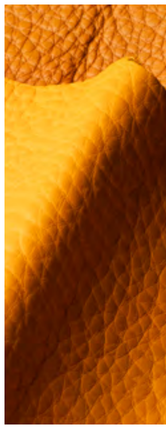
- An original veterinary import permit, issued by the National Directorate Veterinary Services; and
- An original health certificate duly completed in English and in accordance with the requirements of the import permit and signed (in blue ink) by the competent veterinary authority of the exporting country.

Please note: faxes, photostat, carbon or other copies will not be acceptable.

All conditions of the veterinary import permit must be complied with and it is the responsibility of the importer.

How to apply for a veterinary import permit

- You must fill in an application form;
- Get the correct application form at your local state veterinary office, an approved port of entry into South Africa or the National Directorate, Veterinary Services in Pretoria, email VetPermits@daff.gov.za or telephone the number (012) 319 7514;
- A tariff is payable per permit for each consignment;



- The completed application form can be faxed to (012) 329 8292 or 319 7492 or posted to the
- Sub-directorate Import and Export Control, Private Bag X138, Pretoria, 0001; and
- The application must be submitted to the Pretoria office at least 4 to 6 weeks before the proposed import.

IMPORTATION OF ANIMAL PRODUCTS FOR OWN USE

Importation of Edible Animal Products

Raw products

- No raw pork and/or meat from wild pigs may be imported for own use;
- A maximum of 25 kg meat (cattle, game, sheep, goats or poultry) – pork and meat from wild pigs excluded, and a maximum of 10 kg biltong per person may be imported without a South African veterinary import permit (VIP) or veterinary health certificate (VHC) from Foot and Mouth Disease (FMD)-free areas in the exporting areas in the exporting country;
- 25 kg to 250 kg meat per importer. South African VIP and VHC from the exporting country are required; and
- 10 kg to 100 kg biltong per hunter. South African VIP and VHC from the exporting country are required.

Consignments exceeding these quantities per importer are not regarded as being imported for own consumption. The importer must apply for a commercial veterinary import permit and comply with those conditions.

General conditions

The animal products may not be sold or disposed or in any way other than by own consumption/use. Limited numbers/volume of the following products may be imported for own use without veterinary import or a veterinary health certificate:

- Mats and rugs from fully processed animal skins.
- Fully processed leather (shoes, handbags, sjamboks, leather whips and other articles containing leather) and fully mounted trophies.
- Duvets/pillows (fully processed products containing feathers/down).
- Ostrich eggs – without contents, plain or painted.
- Processed pet food (less than 25 kg only).

Other Processed Meats (Canned, Cooked, Polony, Brawn, etc.)

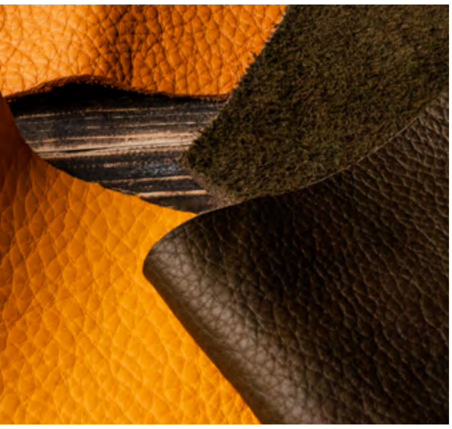
A total mass of 25 kg per person may be imported without a South African VIP and VHC from the country of origin. If the 25 kg limit is exceeded, a South African VIP and VHC from the exporting country must be obtained.

Dairy products

10 kg or litres of dairy products per person may be imported without a South African VIP or VHC from the exporting country.

Eggs

2,5 dozen poultry eggs or 4 ostrich eggs per person may be imported without a South African VIP or VHC from the exporting country.



FACT SHEET: PLANT AND PLANT PRODUCTS

Before importing into South Africa, an importer should:

1. Find out the phytosanitary import conditions that apply to the commodity to be imported by consulting the Agricultural Pests Act, 1983 (Act No.36 of 1983) or the National Plant Protection Organisation of South Africa (NPPOZA) within the DALRRD.

2. Apply for an import permit from the DALRRD if the commodity to be imported is not exempted from an import permit in terms of the Act referred to above. If the commodity to be imported is exempted from an import permit, ensure compliance with phytosanitary measures for such exemption.

3. When applying for an import permit, submit the completed application form together with proof of payment. The tariff information regarding the issuance of import permits and the application form is available on the department's website https://www.dalrrd.gov.za/Branches/Agricultural-Production-Health-Food-Safety/Plant-Health/Import-into-SA.

4. Forward a copy of the import permit to the exporter or supplier in the exporting country to ensure that the consignment to be exported meets the phytosanitary import requirements of South Africa.

5. Ensure that the exporter or supplier presents the commodity to be imported to the National Plant Protection Organisation (NPPO) of the exporting country for phytosanitary inspection and certification where necessary in terms of the permit and/or exemption requirements.

6. Inform the exporter or supplier to send the original phytosanitary certificate with the consignment to South Africa (if a phytosanitary certificate is required).

Procedures to be followed when imported commodities arrive at the port of entry in South Africa:

1. South African Revenue Services (SARS) will detain the commodities for inspection.
2. DALRRD inspector/s from NPPOZA will inspect the consignment together with the accompanying documents.
3. The following may happen subsequent to the inspection of the imported commodities:

    a) If the consignment meets the import requirements, it will be released by the DALRRD inspector/s.

    b) If the consignment does not meet the import requirements, risk management measures will be recommended whereafter a consignment may either be treated and released, sent back to the country of origin or destroyed. Once the consignment has been released by the DALRRD inspector/s, the importer or his/her agent must take the import documents to SARS for final release.

Postal address:
National Plant Protection Organisation
of South Africa (NPPOZA)
Department of Agriculture,
Land Reform and Rural Development (DALRRD)
Directorate: Plant Health
Import Permit Office Private Bag X14
Gezina
0031

Contact numbers:
Tel: +27 (0) 12 319 6383
Fax: +27 (0) 12 319 6370
E-mail: planthealthpermits@dalrrd.gov.za

Physical address:
542 or 543 Harvest House
30 Hamilton Street, Arcadia
Pretoria

LIST OF CLEARED PLANT PRODUCTS AND COUNTRIES: MARCH 2020

Currently there are phytosanitary import requirements that enable us to issue permits to authorize importation of fresh produce (fruits and vegetables) in Table 1 from the countries in corresponding row and fresh vegetables in Table 2 from all African countries.

Importation from the countries in blue color is currently on hold (currently not issuing permit/s) with regard to the fresh produce in corresponding row.

TABLE 1: LIST OF FRESH PRODUCE AND CLEARED COUNTRIES

Scientific name	Common name	Country
Actinidia spp.	Kiwi fruit	France Greece Israel Italy Mozambique New Zealand Zambia Zimbabwe
Ananas spp.	Pineapple	Ghana Mozambique Uganda
Capsicum spp.	Chilli Pepper	Eswatini Israel Mozambique Namibia Netherlands Zimbabwe
Carica spp.	Pawpaw/ Papaya	Eswatini Mozambique Zimbabwe
Citrullus spp.	Watermelon	Eswatini Namibia Spain
Citrus spp.	Orange Lemon Grapefruit Lime	Botswana Egypt Eswatini Morocco Namibia Spain Turkey Zimbabwe
Musa spp.	Green banana Plantain	Angola Cameroon Ecuador Eswatini Ghana Ivory Coast Kenya Mozambique Uganda Zambia Zimbabwe
Passiflora spp.	Granadilla Passionfruit	Eswatini Zimbabwe
Persea spp.	Avocado	Chile Eswatini Israel Kenya Mozambique Spain Zimbabwe
Physalis spp.	Gooseberry	Zimbabwe
Prunus avium	Cherry	Bulgaria Turkey
Prunus spp.	Almond Apricot Nectarine Peach Plum (Excluding Cherry)	Bulgaria California

Scientific name	Common name	Country
	Almond Apricot Cherry Nectarine Peach Plum	Israel Morocco Spain United Kingdom
Punica spp.	Pomegranate	Israel
Pyrus spp.	Pears	Korea China
Rubus spp.	Blackberry Boysenberry Bramble Dewberry Raspberry Youngberry	Zimbabwe
Solanum melongena	Brinjal/ Eggplant	Eswatini Namibia
Vaccinium spp.	Blueberry Cranberry	Zimbabwe Poland New Zealand
Vitis spp.	Table Grape	Israel Egypt California Spain Namibia Zambia

TABLE 2: LIST OF FRESH VEGETABLES FROM ALL AFRICAN COUNTRIES (PREPACKED)

Scientific Name	Common Name
Abelmoschus spp.	Baby Okra
Beta spp.	Beetroot
Capsicum spp.	Chilli/ Pepper
Cyamopsis spp.	Guar Bean
Cynara spp.	Artichoke
Daucus spp.	Carrot
Dolichos spp.	Beans/Papri
Eruca spp.	Roquette/Rocket
Foeniculum spp.	Fennel
Phaseolus spp.	Bean
Pisum spp.	Pea, Mange-Tout
Raphanus spp.	Radish
Spinacia spp.	Spinach
Vigna spp.	Choria
Zea says	Maize/ corn

Please be informed that:

- There are phytosanitary import requirements that enable DALRRD to issue permit to authorize importation of certain fresh fruit and vegetable from Lesotho and Eswatini.
- There are phytosanitary import requirements that enable DALRRD to issue permit to authorize importation of Allium spp., Brassica spp. and Asparagus spp. from any country.

FACT SHEET: DRIED BEANS

A person may not sell dried beans in South Africa unless the dry beans concerned:

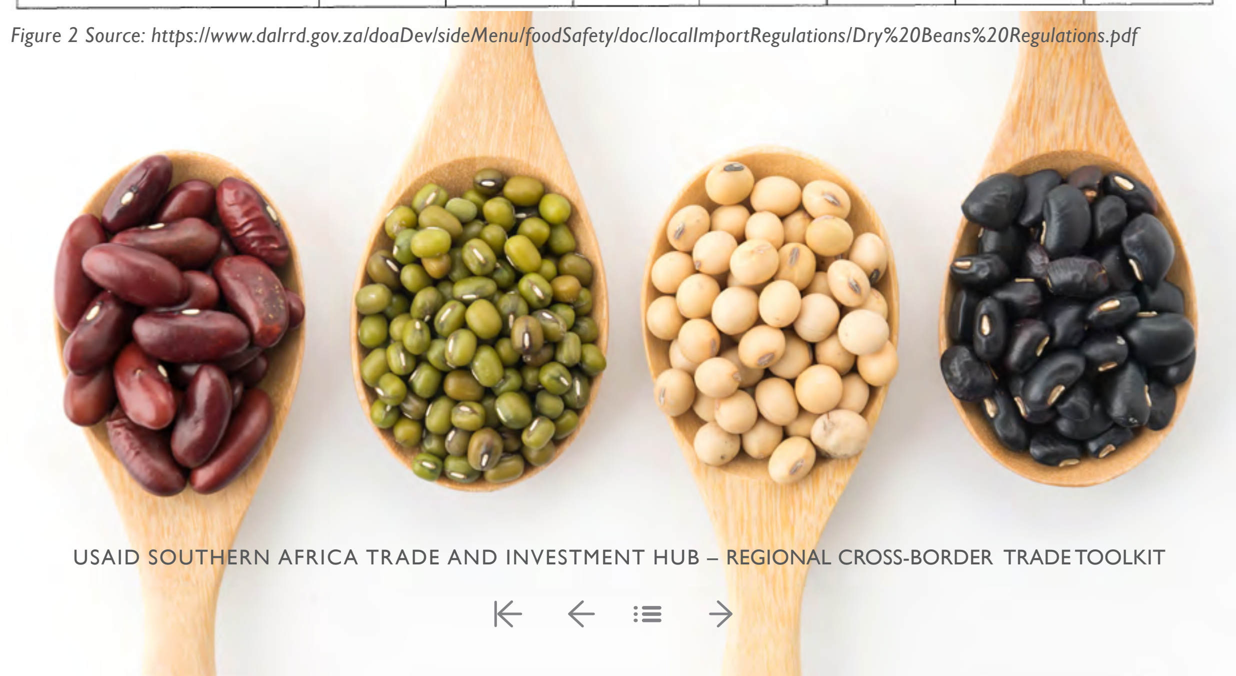
- Are sold according to the grades prescribed;
- Comply with the standards for the grades prescribed;
- Are packed in containers and in the manner prescribed;
- Are marked with the particulars and in the manner prescribed; and
- Do not contain any substance that they should not contain.

A consignment of dry beans that is graded as Canning Grade, Grade 1, Grade 2, Grade 3 and Grade 4 shall:

- Be of a particular size group;
- Be of a particular color group;
- Be of a particular type group;
- Be free from musty or other unacceptable odor;
- Be free from any dangerous objects;
- Be free from any substance that renders it unsuitable for human consumption or for processing into healthy food or feed;
- Be free from noxious seeds;
- Be free from insects;
- Be free of organisms of phytosanitary importance; and
- Not have a moisture content of more than 14 percent.

1	2	3	4	5	6	7	8
NATURE OF DEVIATION	**Maximum extent to which deviations may occur in dry beans intended for grading as**						
	Canning Grade	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**	**Split beans**	**Under grade**
1. Foreign matter [Reg 22]	0,1%	0,25%	0,7%	1,5%	2,0%	-	*
2. Stones and sand [Reg 22]	None	None	0,2%	0,6%	0,8%	-	*
3. Total of foreign matter, stones and sand: Provided that such deviations are within the specified limits.	0,1%	0,25%	0,7%	1,5%	2,0%	-	*
4. Defective dry beans [Reg. 23]	1,5%	3,0%	10,0%	20,0%	25,0%	-	*
5. Broken or split dry beans [Reg 23]	1,0%	5,0%	7,0%	10,0%	15,0%	-	*
6. Total of defective and broken or split dry beans and in the case of Canning Grade also include foreign matter, stones and sand: Provided that such deviations are within the specified limits.	2,0%	5,0%	15,0%	25,0%	25,0%	-	*

Figure 2 Source: https://www.dalrrd.gov.za/doaDev/sideMenu/foodSafety/doc/localImportRegulations/Dry%20Beans%20Regulations.pdf



FREQUENTLY ASKED QUESTIONS (FAQ)

1. **How can delays be avoided when shipping cargo to South Africa?**

   It is important to understand the process to be followed for the specific commodity, if there are any permits that are required and timeframe for compliance documents to be processed.

2. **Is it possible for the USAID TradeHub to find a buyer for a product or a seller that produces the product that I need to source?**

   The USAID TradeHub does work with buyers and sellers. For more information, please contact the USAID TradeHub country representative in your country.

3. **How do I price my product?**

   You will need to take into consideration your production, labor, and transport costs. You can also search for the product that you sell on the online stores of South African retailers to assess your competitiveness.

4. **How do I learn more about the export process?**

   The Regional Cross-Border Trade Toolkit provides a good overview of the processes that need to be followed as well as the type of documents required to export.

5. **How do I choose the Incoterm® for the contract of Sale?**

   The toolkit includes a very useful Incoterm® tool where you can select the Incoterm® and decide based on the responsibilities that you are willing to accept.

6. **How do I ascertain the transport costs for my cargo?**

   You can speak to various clearing and forwarding agents who will be able to provide you with quotes of trucking, airfreight, and customs clearance.

7. **Can I customs clear my shipment myself?**

   It is not advisable to process the customs clearance yourself as you may omit important information on your clearance documents. This can attract fines and cause delays. A clearing and forwarding agent will have agents at the border to assist if there are any issues with your documentation.

8. **Who is responsible for import permits?**

   It is the buyer's responsibility to ensure that import permits are processed before the shipment takes place. If there is no permit in place where required, the goods may be destroyed by the relevant authority.

9. **What duties are applicable for exports to South Africa?**

   For shipments within the SADC region, customs duties are not applicable on condition that a Certificate of Origin is provided. VAT is applicable for all shipments and in some cases, excise may be applicable. Further information is provided on the Commodity Requirements list.

10. **What permits are required for exports to South Africa?**

    The permits required are available on the Commodity Requirements list and the Fact Sheets provide the contact details of some of the relevant organizations.

ANNEXURE A: THE INCOTERMS®

Year	Acronym	Incoterm	Mode	Stated as	Place of Delivery	Costs	Documents	Risk
2010	EXW	Ex Works	Any	EXW (insert named place of delivery) Incoterms® 2010	Seller's Premises - Named place, agreed time, not loaded.	"Seller responsible for all costs up until it is at buyer's disposal at seller's premises. The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods and may include packaging for transportation. Buyer is responsible for all costs (including insurance) from loading onto truck/transport, all other transport costs, export and import clearance/duties and final delivery."	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list.	Risk passes at place of delivery at the agreed time. Buyer will require insurance from this point.
2010	FCA	Free Carrier	Any	FCA (insert named place of delivery) Incoterms® 2010	Delivery to carrier or person nominated by the buyer at the agreed point, within the agreed period and loaded onto transport (where specified).	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. Where applicable, seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance (where required).	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery. Buyer will require insurance from this point.
2010	CPT	Carriage Paid To	Any	CPT (insert named place of destination) Incoterms® 2010	Delivery to carrier or person nominated by the buyer at the agreed point, within the agreed period.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. Where applicable, seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance (where required).	Risk passes at place of delivery at the agreed time or from delivery to first carrier. Seller will require insurance up until delivery. Buyer will require insurance from this point. Seller may assist buyer with information on procuring insurance.
2010	CIP	Carriage and Insurance Paid To	Any	CIP (insert named place of destination) Incoterms® 2010	"The seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between the parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination."	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. Where applicable, seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage. The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance (where required).	"Risk passes at delivery to first carrier. Seller will require insurance up until delivery (at destination). The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage. The buyer should note that under CIP, the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements."

ANNEXURE A: THE INCOTERMS® (CONTINUED)

Year	Acronym	Incoterm	Mode	Stated as	Place of Delivery	Costs	Documents	Risk
2010	DAT	Delivered at Terminal	Any	"DAT (insert named terminal at port or place of destination) Incoterms® 2010"	The seller delivers when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the buyer at a named terminal at the named port or place of destination. "Terminal" includes any place, whether covered or not, such as a quay, warehouse, container yard or road, rail or air cargo terminal.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance. The seller has no obligation to clear the goods for import, pay import duties, or carry out any customs formalities.	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery. Buyer will require insurance from this point.
2010	DAP	Delivered at Place	Any	DAP (insert named place of destination) Incoterms® 2010	The seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance. The seller has no obligation to clear the goods for import, pay import duties, or carry out any customs formalities.	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery. Buyer will require insurance from the point of delivery.
2010	DDP	Delivered Duty Paid	Any	DDP (insert named place of destination) Incoterms® 2010	The seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance and import clearance. Seller procures contract of carriage. DDP represents the maximum obligation of the seller.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance. The seller has the obligation to clear the goods for import, pay import duties, and carry out any customs formalities.	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery (at buyer's disposal).
2010	FAS	Free Alongside Ship	Sea	FAS (insert named port of shipment) Incoterms® 2010	The seller delivers when the goods are placed alongside the vessel (e.g., on a quay or a barge) nominated by the buyer at the named port of shipment.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance.	"The risk of loss of or damage to the goods passes when the goods are alongside the ship, and the buyer bears all costs from that moment onwards."

ANNEXURE A: THE INCOTERMS® (CONTINUED)

Year	Acronym	Incoterm	Mode	Stated as	Place of Delivery	Costs	Documents	Risk
2010	FOB	Free On Board	Sea	FOB (insert named port of shipment) Incoterms® 2010	The seller delivers the goods on board the vessel nominated by the buyer at the named port of shipment.	"Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance. "	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance.	"The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards."
2010	CFR	Cost and Freight	Sea	CFR (insert named port of destination) Incoterms® 2010	The seller delivers the goods on board the vessel.	Seller responsible for all costs up until delivery and includes the cost of carriage to the destination port. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance, bill of lading.	"The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from the time the goods are discharged at the destination port."
2010	CIF	Cost, Insurance and Freight	Sea	CIF (insert named port of destination) Incoterms® 2010	The seller delivers the goods on board the vessel.	Seller responsible for all costs up until delivery, includes the cost of carriage and cargo insurance (on behalf of buyer) to the destination port. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance, bill of lading.	"The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from the time the goods are discharged at the destination port. The buyer should note that under CIF, the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements."
2020	EXW	Ex Works	Any	EXW (insert named place of delivery) Incoterms® 2020	Seller's Premises - Named place, agreed time, not loaded.	"Seller responsible for all costs up until it is at buyer's disposal at seller's premises. The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods and may include packaging for transportation. Buyer is responsible for all costs (including insurance) from loading onto truck/transport, all other transport costs, export and import clearance/duties and final delivery."	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list.	Risk passes at place of delivery at the agreed time. Buyer will require insurance from this point. Risk of loading at seller's premises may need to be discussed if seller is involved in loading.
2020	FCA	Free Carrier	Any	FCA (insert named place of delivery) Incoterms® 2020	Delivery to carrier or person nominated by the buyer at the agreed point, within the agreed period and loaded onto transport (where specified).	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. Where applicable, seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance (where required).	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery. Buyer will require insurance from this point.

ANNEXURE A: THE INCOTERMS® (CONTINUED)

Year	Acronym	Incoterm	Mode	Stated as	Place of Delivery	Costs	Documents	Risk
2020	CPT	Carriage Paid To	Any	CPT (insert named place of destination) Incoterms® 2020	Delivery to carrier or person nominated by the buyer at the agreed point, within the agreed period.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. Where applicable, seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance (where required).	Risk passes at place of delivery at the agreed time or from delivery to first carrier. Seller will require insurance up until delivery. Buyer will require insurance from this point. Seller may assist buyer with information on procuring insurance.
2020	CIP	Carriage and Insurance Paid To		CIP (insert named place of destination) Incoterms® 2020	The seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between the parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. Where applicable, seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage. The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance (where required).	"Risk passes at delivery to first carrier. Seller will require insurance up until delivery (at destination). The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage. The buyer should note that under CIP the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements."
2020	DAP	Delivered at Place	Any	DAP (insert named place of destination) Incoterms® 2020	The seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance. The seller has no obligation to clear the goods for import, pay import duties, or carry out any customs formalities.	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery. Buyer will require insurance from this point.
2020	DPU	Delivered at Place Unloaded	Any	DPU (insert named place of destination) Incoterms® 2020	The seller delivers the goods—and transfers risk—to the buyer when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the buyer at a named place of destination or at the agreed point within that place, if any such point is agreed.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance but not import clearance. Seller procures contract of carriage.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance. The seller has no obligation to clear the goods for import, pay import duties, or carry out any customs formalities.	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery. Buyer will require insurance from this point.

ANNEXURE A: THE INCOTERMS® (CONTINUED)

Year	Acronym	Incoterm	Mode	Stated as	Place of Delivery	Costs	Documents	Risk
2020	DDP	Delivered Duty Paid	Any	DDP (insert named place of destination) Incoterms® 2020	The seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance and import clearance. Seller procures contract of carriage. DDP represents the maximum obligation of the seller.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance. The seller has the obligation to clear the goods for import, pay import duties, and carry out any customs formalities.	Risk passes at place of delivery at the agreed time. Seller will require insurance up until delivery (at buyer's disposal).
2020	FAS	Free Alongside Ship	Sea	FAS (insert named port of shipment) Incoterms® 2020	The seller delivers when the goods are placed alongside the vessel (e.g., on a quay or a barge) nominated by the buyer at the named port of shipment.	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance.	"The risk of loss of or damage to the goods passes when the goods are alongside the ship, and the buyer bears all costs from that moment onwards."
2020	FOB	Free On Board	Sea	FOB (insert named port of shipment) Incoterms® 2020	The seller delivers the goods on board the vessel nominated by the buyer at the named port of shipment	Seller responsible for all costs up until delivery. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance.	"The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards."
2020	CFR	Cost and Freight	Sea	CFR (insert named port of destination) Incoterms® 2020	The seller delivers the goods on board the vessel.	Seller responsible for all costs up until delivery and includes the cost of carriage to the destination port. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance, bill of lading.	"The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from the time the goods are discharged at the destination port."
2020	CIF	Cost, Insurance and Freight	Sea	CIF (insert named port of destination) Incoterms® 2020	The seller delivers the goods on board the vessel.	Seller responsible for all costs up until delivery, includes the cost of carriage and cargo insurance (on behalf of buyer) to the destination port. The seller must pay the costs of those checking operations and packaging that are necessary for the purpose of delivering. The seller will be responsible for export clearance.	Seller needs to provide licenses for export (certificate of origin, phyto), commercial invoice, packing list, export customs clearance, bill of lading.	"The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from the time the goods are discharged at the destination port. The buyer should note that under CIF the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements."

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Groundnuts	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Eswatini, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Agricultural Product Inspection Services; Director General of Agriculture Department	Inspection may be required. Controlling Authority: Directorate of Plant and Quality Control; Director General of Agriculture Department Exceptions: Almonds, hazelnuts or filberts and walnuts in shelled form Controlling Authority: Port Health Officer Exceptions: Almonds, hazelnuts or filberts and walnuts in shelled form	
Macadamia nuts	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Agricultural Product Inspection Services; Director General of Agriculture Department		
Cashew nuts	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes			
Soya beans+ products	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit may be required: Controlling Authority: Directorate of Agricultural Product Inspection Services Scope: Seed		
Honey	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Plant and Quality Control	Inspection is required. Controlling Authority: Directorate of Plant and Quality Control; Director General of Agriculture Department Controlling Authority: Port Health Officer	

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS (CONTINUED)

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Sugar beans	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Plant Health Import Permit may be required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Exceptions: Beans, broad beans and horse beans	Inspection may be required. Controlling Authority: Directorate of Plant and Quality Control Exceptions: Beans, broad beans and horse beans Inspection may be required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Exceptions: Beans, broad beans and horse beans Controlling Authority: Port Health Officer Exceptions: Beans, broad beans and horse beans	
Fish	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Department of Trade and Industry		
Meat and meat products	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Director of Animal Health	Inspection is required: Controlling Authority: Port Health Officer	
Textiles and apparel	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes			Tariff Rate Quota may apply

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS (CONTINUED)

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Salt	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit may be required. Controlling Authority: South Africa Customs Scope: Hazardous wastes controlled by the Basel Convention	Inspection is required. Controlling Authority: Port Health Officer	
Olive oil	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit may be required. Controlling Authority: South Africa Customs	Inspection is required. Controlling Authority: Port Health Officer	
Sauces	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	N/A	Inspection is required. Controlling Authority: Port Health Officer	
Dates	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	N/A	Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Inspection is required. Controlling Authority: Port Health Officer	
Raisins	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes		Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Controlling Authority: Port Health Officer		

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS (CONTINUED)

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Table grapes	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes		Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Controlling Authority: Port Health Officer	8% OF FOB VALUE (African Continental Free Trade Agreement (AFCFTA)) - ORIGIN NAMIBIA	
Tea	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit may be required. Controlling Authority: Department of Trade and Industry Import Permit may be required: Controlling Authority: Department of Trade and Industry		
Bananas	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Agricultural Product Inspection Services; Director General of Agriculture Department		
Specialized beans (navy blue for niche products	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Plant Health Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Exceptions: Beans, broad beans and horse beans	Inspection may be required. Controlling Authority: Directorate of Plant and Quality Control Exceptions: Beans, broad beans and horse beans Controlling Authority: Port Health Officer Exceptions: Beans, broad beans and horse beans	

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS (CONTINUED)

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Coffee	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Department of Trade and Industry	Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department	Import Prohibition may apply. Controlling Authority: Directorate of Plant and Quality Control Scope: Coffee beans that are colored, polished, steamed, coated or that have any kind of substances added.
Sesame seeds	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes		Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department	
Pistachios	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Agricultural Product Inspection Services; Director General of Agriculture Department	Inspection may be required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Exceptions: Almonds, hazelnuts or filberts and walnuts in shelled form Controlling Authority: Port Health Officer Exceptions: Almonds, hazelnuts or filberts and walnuts in shelled form	
Bottled water	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit is required. Controlling Authority: Directorate of Plant Health Notes: Import certificate issued by Directorate: Plant Health		

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS (CONTINUED)

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Moringa	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit may be required. Controlling Authority: South Africa Customs Scope: Narcotics Drugs and Psychotropic Substances controlled by UN Drug Control Conventions CITES Certificate may be required Controlling Authority: South Africa Customs Source: Convention on International Trade in Endangered Species of Wild Fauna and Flora; World Customs Organization's non-exhaustive list of HS codes for species that are high risk for CITES	Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Source: Agricultural Pests Act 36/1983; Plant Improvement Act 1976 (No. 53/1976); Agricultural Technical Services Minute 11/5/8/B of 16 March 1978 Inspection is required Controlling Authority: Port Health Officer Source: Ordinance 36/1952	
Medicinal plants	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	Import Permit may be required. Controlling Authority: South Africa Customs Scope: Narcotics Drugs and Psychotropic Substances controlled by UN Drug Control Conventions Controlling Authority: Directorate of Plant and Quality Control CITES Certificate may be required Controlling Authority: South Africa Customs Source: Convention on International Trade in Endangered Species of Wild Fauna and Flora; World Customs Organization's non-exhaustive list of HS codes for species that are high risk for CITES	Inspection is required. Controlling Authority: Directorate of Plant and Quality Control;Director General of Agriculture Department Controlling Authority: Port Health Officer	
Handicrafts and Accessories	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes			

ANNEXURE B: COMMODITY SPECIAL REQUIREMENTS (CONTINUED)

Products	VAT	Total Landed Cost	License Requirements	Inspections	Notes/Links
Cosmetics	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes	CITES Certificate may be required. Controlling Authority: South Africa Customs Scope: Species, or parts thereof, that are listed in Appendix I, II, or III of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) Source: Convention on International Trade in Endangered Species of Wild Fauna and Flora; World Customs Organization's non-exhaustive list of HS codes for species that are high risk for CITES		Customs Duties: N/A Excise: 7% OF (FOB VALUE + 15% FOB VALUE + DUTY) Note: Excise duty may not be applicable to pastes and intermediate products not put up for sale by retail. 2. Excise is not applicable when imported from Botswana, Kingdom of Lesotho, Namibia and Swaziland, under SACU agreement. (South African Development Community)
PPE	15% OF (FOB VALUE + DUTY + EXCISE + FUEL TAX + 10% OF FOB VALUE) Note: Where imported goods have their origin in Botswana, Swaziland, Lesotho or Namibia (BLNS) and are imported from that country, the Customs Value must not be increased by the 10 percent.	EXW + Origin Charges + Insurance + Freight (Origin + Int.) + Duties and Taxes			Tariff Rate Quota may apply.