



## **DUNNS (LONG SUTTON) LIMITED**

### **WHOLESALE TERMS OF PURCHASE 2015/2016**

These are the Wholesale Terms of Purchase of Dunns (Long Sutton) Ltd (hereafter "Buyer") for 2015/2016 effective from 1 July 2015 and referred to herein as "Buyer's Terms".

#### **1. CONTRACTS**

For the purchase of grain and pulses, the terms and conditions of the AIC 2/12 Grain/Pulses Contract including any subsequent amendment issued shall apply to every transaction insofar as they are not inconsistent with Buyer's Terms. In the event of inconsistency, the Buyers' Terms shall be binding. The Buyer specifically excludes the following clauses contained in AIC 2/12 contract:-

Clause 16, (*"Delivery and/or collection instructions"*);  
Clause 18 b, (*"Delivery & Weights, Sales on delivered basis"*);  
Clause 23 (*"Notices"*);  
Clause 24 (*"Demurrage"*);

The Buyer specifically excludes any amended terms contained within those clauses if introduced.

For the purchase of Oilseed Rape, the terms and conditions of the current FOSFA 26A contract including subsequent amendments shall apply insofar as they are not inconsistent with the Buyers Terms. For the purchase of Linseed, the terms and conditions of the current FOSFA9A contract including any subsequent amendments shall apply insofar that they are not inconsistent with the Buyer's Terms. If any inconsistency occurs, the Buyer's Terms will prevail over any other incorporated terms and conditions.

The Buyer specifically excludes the following clauses contained in FOSFA 26A and the FOSFA9A contracts:-

Clause 6 (b) (i), (ii) and (iii) (*"Delivery and Weights, Sales on a delivered basis"*);  
Clause 7 (*"Demurrage"*);  
Clause 11 (*"Sampling and Analysis"*);  
Clause 12 (*"Notices"*);

The Buyer specifically excludes any further amendment or equivalent clauses to those excluded clauses.

All transactions are domiciled in England and Wales. English law applies.

All transactions for Grain, Pulses and Oilseeds shall be expressed in multiples of 29 tonnes.

## **2. SUSTAINABILITY**

Sellers shall at the first request of the Buyer provide certification based on auditable records that any grain and/or oilseeds complies with the sustainability requirements of EU regulations and UK legislation at the date of delivery. When supplying sustainably traced combinable crops the Seller must meet the current EU Renewable Energy Directive. The Seller shall provide at the Buyer's first request and no later than 28 days after the completion of the delivery, documentation showing evidence that the goods are certified as per the Renewable Energy Directive 2009/28/EC Article 17 and 18 and any subsequent amendments. The delivery documentation will indicate the greenhouse gas value(s) and NUTS 2 region/s at the time of delivery under which the goods were grown. Sellers must be ISCC compliant as per the terms of the end receiver and must provide, on first request, a copy of the ISCC certificate and full traceability of the goods.

## **3. DELIVERY**

The Buyer will make every effort to give the Seller two clear business days notice when passing delivery instructions but this is not a condition of the contract such that a breach does not entitle the Seller to put the Buyer in default. All deliveries will be made in bulk, on the date specified, at Buyers call during the agreed delivery period. The Buyer will give as much notice as they are reasonably able.

**Buyer has the right, by giving a minimum of two working days prior notice before the end of the original collection and/or delivery period on all contracts to claim a 15 day extension to the collection and/or delivery period at a premium of £0.50 per tonne to the contract price**

Where goods are not delivered to the Buyer's premises, contracts are concluded on the basis that the terms and conditions of the end receiver are expressly incorporated into any purchase and shall apply to each transaction. Where the end receivers' terms are inconsistent with the Buyers Terms, the end receivers' terms shall prevail.

Goods will be purchased for delivery to the Buyer's premises but the Buyer shall have the right to call the goods for delivery to any outlaying store.

## **4. AS AVAILABLE**

Where goods are bought "as available", the Seller is responsible to notify the Buyers that the total contract quantity of grain and/or oilseeds is available for collection and/or delivery. The Buyer is entitled to the remainder of the contract period to enact collection and/or delivery but where this falls within five working days of the end of the contract period, the Buyer has the right to claim an extension to the delivery or collection period of 15 days from the end of the original contract period to enable the contract to be executed.

## **5. WAITING TIME.**

The Buyer will accept no liability whatsoever for claims arising from delays to transport occasioned by any cause. The Buyer undertakes to make every effort to minimise any waiting time which occurs.

## **6. MOISTURE/OTHER SPECIFICATION**

All grain is purchased into Buyer's facilities on the basis of a maximum moisture content - normally but not exclusively of 15.0% (ISO 712 standard). Moisture content for oilseed rape, some malting barley and peas or beans will be as per the agreement at the time of contract or as below if not expressly agreed. Vehicles will be sampled in accordance with ISO 24333 or comparable procedure.

Grain is purchased into Buyers' facilities on the following specifications (unless expressly stated to the contrary at the time of purchase):

Wheat:

Max 15% moisture

Max 2% admix

Max 6% Sprouted Grains

Barley:

Max 15% moisture

Max 2% admix

Max 6% Sprouted Grains

Beans

Max 16% moisture

Max 2% admix

Max 5% bruchid

Max 5% stain

Max 5% broken and/or damaged

Peas

Max 16% moisture

Max 2% admix

0% non soak

The Buyer is normally able to accept deliveries outside these contract quality parameters with an allowance but this is at the Buyers absolute discretion and the Buyer's decision is final. The Buyer reserves the right to amend the contracted maximum moisture and/or other contract quality specification.

In addition to any warranties under the Sale of Goods Act 1979, the Seller expressly warrants that the goods are fit for purpose and of satisfactory quality.

The variety of the goods must be clearly stated on delivery.

Where it is expressly agreed that the goods shall comprise a specific variety or varieties of grain and/or pulses ("specific description") then that specific description shall become a condition of the contract upon which the Buyer is entitled to rely.

Where it is found on first inspection in a specific description that they specified variety or varieties of grain and/or pulses comprising the goods is incorrect, the Buyer shall be entitled to reject those goods without prejudice to any other rights and remedies of the Buyer. Where any misdescription or defect is not detected on first inspection of the goods or whether (in the case of a specific description contract) by reason of the specified variety or varieties of grain and/or pulses being incorrectly described or by reason of any inappropriate application of chemical treatments to the goods which are not referred to upon the Combinable Crops Passport presented at the time and place of delivery and such goods are accepted by any third party buyer from the Buyer and are subsequently admixed with other goods and/or enter the food chain, the Seller shall be responsible for all losses including any consequential loss and the Seller shall indemnify the Buyer against all losses incurred by the Buyer as a result if such misdescription or defect.

## **7. EU LEGISLATION**

All deliveries of grain must comply with current EU requirements including those covering the permitted levels of mycotoxins (both storage and field borne) current at time of delivery, the Pesticide Regulations 1999 or any amendment thereof.

## **8. NOTIFICATION OF ALLOWANCES**

Any loads delivered prior to 08.30 hours or after 16.30 hours or at weekends which are subject to quality claims may be tipped at Buyers' absolute discretion. Any allowance will be notified to the supplier as promptly as possible. A supplier not agreeing to the above must ensure that their loads are not scheduled to be delivered prior to 08.30 or after 16.30 hours and/or at weekends. In case of any dispute over the determined quality where sealed samples are required, the Buyer must be informed prior to tipping and subsequently confirmed in writing. Samples for retesting will only be retained for five days.

The Seller will ensure that the goods are transported by hauliers who comply with the TASC Code of Practice for the Road Haulage of Combinable Crops and Animal Feeds or an equivalent certification scheme recognized by AIC.

## **9. PRODUCT LIABILITY INSURANCE**

The Seller should have adequate product liability insurance to cover any product liability or other claims for which they may be legally liable. Buyers reserve the right to require proof of such cover prior to any delivery being made.

## **10. WEIGHBRIDGE CHARGES**

A weighing charge of £8.00 per load plus VAT will be deducted irrespective of the quantity.

## **11. QUANTITY TOLERANCE**

Grain and Pulses: where the word 'about' is used with reference to quantity, any contract for less than 300 tonnes shall have a tolerance of 5% above or below the mean contract quantity at contract price.

Where the word 'about' is used with reference to quantity, any contract for or more than 300 tonnes shall have a tolerance of a maximum of 15 tonnes above or below the mean contract quantity at contract price.

Where the quantity delivered on a contract does not fall within the quantity tolerance, Buyers will calculate damages against the mean contract quantity.

Oilseed Rape/Linseed: Buyer has the option of accepting 2% more or less or 5 tonnes more or less than the mean contract quantity, whichever is the greater, unless the previous load delivered brings the total within the tolerance, at which point Buyer reserves the absolute right to consider the contract closed.

Where the quantity delivered against a contract is in excess of the maximum quantity permitted by the tolerance, Buyers reserve the right to calculate damages against the mean contract quantity.

## **12. ASSURANCE**

The Seller will guarantee that at the time of delivery that they comply with the current TASC Code of Practice for Merchanting of Bulk Combinable Crops or equivalent assurance scheme recognised by AIC. All goods purchased will be produced by a member of a source-assured, audited, combinable crop scheme which adopts Red Tractor Standards or an equivalent recognised by AIC. Non-assured grain will not be accepted unless expressly provided for at the time of contract or with the written agreement of the Buyer.

## **13. GRAIN PASSPORTS**

Standard form Combinable Crops Passports will be required on all deliveries of grain. Passports must be completed correctly as per TASC standard. Non-standard passports will not be accepted.

## **14. GENETICALLY MODIFIED GOODS**

All goods bought are sourced as non genetically modified and are therefore described as NON GMO according to the Common position (EU) 1829/2003 regarding genetically modified food and animal feed in addition to Common position (EU) 1830/2003 regarding traceability and labelling of food and animal feed produced with genetically modified organisms and their derived regulations.

## **15. INVOICING FOR GOODS**

Buyer will not process any invoice which does not carry the following information:-

- Delivery date.
- Intake reference.
- Weighbridge ticket number and net quantity.
- Delivery point.

June 2015

Dunns (Long Sutton) Ltd

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Spalding  
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