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WELLGRAIN: WHOLESALE TERMS OF PURCHASE – Season 2011/12

General Terms:

The following terms shall apply to all purchases of cereals, pulses and oilseeds (“grain”) made by Wellgrain Limited.

Grain is purchased on end-receivers’ terms and under the current terms of the following contracts, in so far as they are not inconsistent with the terms of the end-receiver:

For Cereals and Pulses:	AIC 1 (for grain purchased from Famers & Growers) AIC 2 (for grain purchased from Trade suppliers)
For Oilseed Rape:	Fosfa26A
For Linseed:	Fosfa9A

In all cases, the relevant terms & conditions are those applicable at the time of delivery.

Unless agreed otherwise at the time of purchase, all grain supplied to Wellgrain Ltd must be produced under a recognized and audited Farm Assurance Scheme, which is up to date and within scope. All deliveries: must be accompanied by a Combinable Crops Grain Passport with the growers’ valid assurance sticker attached, failing which we reserve our rights to reject the consignment. We must not underestimate the importance of the current issue of the standard Combinable Crops Grain Passport (Grain Passport) and the information that it carries and therefore if any delivery fails to supply all information or details that we believe is inaccurate or inappropriate, we will have no alternative but to ‘park up’ or at worst reject the delivery at no cost to ourselves. Please note that non-standard passports are not acceptable. All trade/merchant suppliers must be fully approved under an AIC recognized assurance scheme for the product being sold and all deliveries must comply with the AIC Code of Practice for Road Haulage or GTAS transport module. Suppliers and transporters must comply with the requirements of the end users, including Allergens & NOP’s.

All grain supplied to Wellgrain Ltd must be sound, free from mould, ergot, heated grain (grain is not acceptable above 20 °C), burnt grain, green grain, infestation, animal droppings, objectionable smell or taste and diatomaceous earth and similar admixtures. All grain supplied must be of typical colour according to variety of crops, merchantable quality and fit for purpose and entry into the feed/food chain. In addition, all suppliers of crops must comply with relevant UK and EU legislation current at the time of delivery. We would like to draw to suppliers attention the regulations covering Mycotoxin related issues and in particular the maximum levels of Ochratoxin A, Deoxynivalenol and Zearalenone in raw cereal grains, all suppliers of grain MUST comply with UK and EU legislation that is current at the time of delivery.

Where required all suppliers must meet the EU Renewable Energy Directive 2009/28 when supplying sustainably traced combinable crops for final process use in the biomass sector.

Unless otherwise agreed, crops are purchased on the following specifications:

Milling Wheat:	Protein	13%
	Hagberg	250’s
	Hectolitre	Minimum 76kg/hl
	Moisture	Maximum 15%
	Sprouted Grains	Maximum 6%
	Admixture	Maximum 2%

Feed Wheat:	Hectolitre	Minimum 72kg/hl
	Moisture	Maximum 15%
	Sprouted Grains	Maximum 6%
	Admixture	Maximum 2%
Malting Barley:	Hectolitre	Minimum 63kg/hl
	Nitrogen	Winter Barley 1.8% Max; Spring Barley 1.85% Max
	Moisture	Maximum 15%
	Sprouted Grains	Maximum 0%
	Admixture	Maximum 2%
	Screenings	Maximum 4% through a 2.25mm sieve, 8% over a 2.5mm sieve
Feed Barley:	Hectolitre	Minimum 63kg/hl
	Moisture	Maximum 15%
	Sprouted Grains	Maximum 6%
	Admixture	Maximum 2%
Pulses:	Moisture	Maximum 14%
	Admixture	Maximum 2%
Oilseed Rape:	Moisture	Basis 9% Maximum 10%
	Admixture	Basis 2% Maximum 4%
	Oil Content	Basis 40%

Sellers shall at the request of buyers provide certification based on auditable records that the rapeseed complies with the sustainability requirements of EU directives and UK legislation at the date of delivery.

Whilst we reserve the right to reject any deliveries outside of contract specification, we may, at our absolute discretion, accept such deliveries with, or without, an allowance. Where the temperature of a consignment of grain is found to be excessive, Buyers reserve the right to reject the consignment or to levy an allowance. In case of a quality dispute, a retained sample will be sent for independent analysis. All requests for independent testing must be confirmed in writing and received within 7 days of delivery. In cases where Sellers request re-sampling and/ or re-testing at time of delivery and/ or independent analysis at or subsequent to time of delivery, Buyers reserve the right to levy a fee, subject to the original findings being upheld.

Wherever possible, we shall endeavour to adhere to Clause 23 or the AIC 1 contract and Clause 24 of the AIC 2 contract, as applicable, but notification shall be as per that of the end buyer.

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

Any deliveries made other than strictly as per contract must be agreed through Wellgrain Ltd.

We specifically exclude Clause 18 of the AIC 2 contract. All deliveries will be made in bulk and at Buyers call during the agreed delivery period. It is understood that, whilst every effort will be made to provide sellers with a minimum of two clear business days notice for delivery of goods, this is not to be a condition of entitling Sellers to place Buyers in default. We reserve the right to claim and extension of 15 days to the original contract, period at a premium of £0.50 per tonne.

A charge for weighing will be made for irrespective of load size. For goods purchased on an ex-farm/ex-store basis, we reserve the right to charge for haulage resulting from spare carrying capacity where the vehicle does not carry a full payload.

We shall reserve the right to return any invoice, which does not carry the following information:
Delivery date, intake reference, weighbridge ticket number & tonnage and our contract number.

Sellers to Wellgrain Ltd must have adequate product liability insurance to cover any product liability or other claims for which they may be legally liable. We reserve the right to request proof of such.

Grain Purchased on the basis Delivered to a port destination

In addition to the General terms outlined herein, the following terms shall also apply to all grain purchased for delivery to a port destination (Ipswich, Lowestoft and any of the Wash ports – or other designated port destination).

The final seller must make fixings direct with Wellgrain Ltd and suppliers are expected to be available for 7-day delivery.

To avoid delays on deliveries, the full & correct delivery/intake reference must be quoted. It is important that deliveries are tipped on the correct Contract number as adjustments cannot always be made.

Unless Sellers are notified otherwise, the delivery/intake reference will be the Contract Number stated on the Wellgrain Purchase Contract confirmation.

Contracts called to Ipswich may be instructed to tip via direct elevation or to silo/store within Ipswich Port.

At certain times of year, we may, at our discretion, introduce a system of timed arrivals at Ipswich.

In order to speed the flow of deliveries, we insist that all lorries must be able to tailboard tip.

Occasionally, when loading direct to ship, hold covers may be closed due to rain. We regret that we are unable to consider any claims caused by this and any other factors outside our control.

It is essential that on all deliveries, the variety (or where applicable mix of varieties) be quoted on the driver's delivery note. Failure to do so will result in delays. Random electrophoresis tests will be carried out on named wheat deliveries, and we reserve our rights to make retrospective claims against any deliveries found to be non-contractual.

Any loads delivered outside of normal business hours i.e. prior to 8:30 hours or after 17:00 hours or on a non-business day, which are subject to a quality allowance may be tipped at Buyers discretion, and the allowance notified to Sellers as soon as possible. Suppliers who do not wish for vehicles to be tipped on a 'claim to follow' basis should ensure that deliveries are made only between normal business hours.

All vehicles must be fitted with ground –operated sheeting systems. It is the responsibility of Sellers to ensure that haulage contractors employed by them abide by the AIC Code of Practice for Road Haulage or GTAS transport module, comply with local and statutory health and safety regulations, and adhere to Port site instructions.

The current issue of the standard Combinable Crops Grain Passport (Grain Passport) must be completed in full before a vehicle can be tipped. A non-standard passport is not acceptable.

Wellgrain Ltd may from time to time purchase grain which is 'Non-Assured', but this must be delivered only by prior arrangement with Wellgrain Ltd, on specified days, and should have 'non-assured' clearly marked on the accompanying passport and should be allocated to a contract number, which identifies that grain as being 'non-assured'. Under no circumstances must assured and non-assured grain be delivered on the same contract number.