

Isaac Poad & Sons Ltd

Grain ex Farm Purchase Terms 2010/2011

Isaac Poad Terms will apply except where there are amendments stated herein.

Weighbridge charges will be deducted on every load. All grain, for whatsoever purpose it is intended, shall be ergot free.

Our contracts are subject to HGCA levy and all statutory EU Levies and regulations.

If the final receivers tests show on delivery the quality is outside the contract standards, they have the right (at their absolute discretion) to reject the goods or to claim an allowance in accordance with their terms and conditions.

Our buying terms for the 2010/11 season incorporate the following trade contracts unless specified otherwise on our purchase contract notes:

Grains & Pulses AIC No. 1/10
Rapeseed FOSFA 26A

The following additional terms shall apply

1. Contract Tonnages

our standard contracts are based on multiples of 29 tonnes, whilst we will buy other quantities we reserve the right to charge for any additional haulage costs including capacity charges for any part load.

Our confirmation of purchase will incorporate the tolerance provisions of the AIC 1/10 contract clause 6, Quantity, FOSFA 26A clause 2 tolerance. All calculations for short or over delivered quantities and for damages arising from short deliveries will be calculated on the mean contract quantity.

Where goods are rejected on delivery the quantity rejected will not count against the contractual quantity and will be required to be replaced. However, if the goods are rejected on the grounds of quality or condition then we will sample and analyse the balance of goods due against the contract to determine whether the goods are suitable for delivery/collection against the contract or whether we shall buy alternative goods with which to cover their position. Any damages arising from that repurchase being chargeable to the seller.

Deliveries to store

We reserve the right to charge allowances or drying and cleaning charges on any loads delivered to our stores that exceed the following levels:

Grain 15% moisture 2% admix

Malting Barley 14.5% moisture 2% admix

Pulses 14% moisture 2% admix

Rapeseed 9% moisture 2% admix

On intake all goods delivered to our stores (or stores under our control) for whatsoever purpose will be subject to a calculated weight loss adjustment and will be paid for on the adjusted weight

2. Claims Notification

Where claims and rejections are necessitated we will try to contact suppliers by telephone prior to applying allowances and claims or rejecting, but should this not be possible we reserve the right to use our best judgement.

Claims of £5/t or less, and contractual fallback claims, will be notified only by letter or email.

Allowances on Rapeseed will not be advised if they fall within the tolerances stipulated in the relevant FOSFA contract.

3. Farm Assurance

Unless we are advised to the contrary at the time of transaction all purchases of grain and rapeseed will be deemed to be farm assured. To avoid delays and/or rejections on delivery we must be notified of any assurance status changes.

If such notification occurs after the transaction date there will be a variation to the contract whereby the original assured status no longer applies to the transaction, such that the price of the goods may have to be amended.

4. Weighbridge Charges

A weighbridge charge of £7.50 per tonne will be levied on the net weight of all deliveries and collections.

5. Growers Own Haulage

Vehicles must be fitted with an easy-sheet system. Vehicles must comply with the AIC code of practice for road haulage. Vehicle drivers must comply with the end receivers terms and local health and safety rules.

6. Mycotoxin Legislation

EU legal limits for mycotoxins, arising from fusarium infecting the growing crop prior to harvest and/or arising from poor storage conditions, will apply to all goods intended for human consumption. The limits and guidelines on reducing the risks through husbandry and storage practices are available from the HGCA, www.hgca.com

7. GMO

We must be advised by the seller in writing of any goods containing genetically modified material. Such goods must not be allowed to contaminate non GM crops.

8. Contra Payments

We shall be entitled at any time without notice to the seller to set off any liability or monies due from the seller to us howsoever arising, against any monies payable by us to the seller.