

STANDARD TERMS & CONDITIONS OF PURCHASE - MALTING BARLEY (GROWER ONLY)

1. Simpsons Malt Limited (“the Company”) will purchase a contracted quantity of malting barley (“the Goods”) from the Grower subject to these standard terms and conditions and any others set out in the supplementary terms as defined in clause 2. Unless agreed otherwise by the Company, the Grower will make the Goods available for collection in bulk by, and delivery to the Company.
2. Supplementary terms are defined as any Supply Agreement, Purchase Contract Confirmation or Goods Confirmation statement issued by the Company to the Grower. In the event of any inconsistencies between the supplementary terms and these standard terms and conditions then the supplementary terms shall prevail.
3. The Company reserves the right to inspect and sample the Goods at any stage up to and including their harvesting having given the Grower reasonable notice. Upon harvesting the Grower must submit a pre-collection sample of the Goods as notice that all the Goods are available for collection. The Company will issue a Sample Advice and upon approval of this sample the Company will organise collection of the Goods within 28 days. Unless otherwise agreed by the Company the final date for deliveries, by reference to the relevant crop year, will be 30 September for winter malting barley varieties and 31 October for spring malting barley varieties. Where the Grower fails to submit a pre-collection sample of the Goods in accordance then the Company reserves the option to deem the Goods as rejected.
4. Acceptance of the Goods will be determined at the delivery point once the Goods have been tested, inspected and confirmed as meeting the contractual specification. The Grower undertakes to accept the determinations from the tests and inspections performed by the Company on samples drawn from each load of Goods delivered and to accept such samples as being representative of the Goods from which they are drawn. The Company will send to the Grower a Weight Advice Note detailing the load sample results and the weight of the Goods delivered. The Grower or his agent shall have the right to be present at the delivery point when a sample is taken. The Company will retain load samples for 28 days from the date of delivery. No queries of any nature entered by the Grower after 28 days from delivery will be considered.
5. The Company reserves the right to reject any delivery where the contractual specification is not met. The contractual specification will not be met where the Goods:
 - 5.1. have been treated with or contaminated by unapproved chemicals (see clause 14); or
 - 5.2. contain evidence of mould, ergot, heating, abnormal smell or injurious grain pests (either dead or alive, whole or in part); or
 - 5.3. are skinned, such skinning being Goods containing over 4.0% by number of grains whose germs and pericarp have been partially stripped of husk; or
 - 5.4. have a germinative capacity of less than 98%; or
 - 5.5. have a moisture content in excess of 21.0% (ISO 712:2009 or any amendment thereof); or
 - 5.6. have a screenings content by weight in excess of 15.0% passing through a 2.5 mm slotted aperture sieve; or
 - 5.7. have an admixture content of dirt, other cereals, broken corns, green/immature corns and foreign substances in excess of 2.0% by weight; or of any one of the aforementioned in excess of 1.0% by weight; or
 - 5.8. have a specific weight of less than 63.0 kg/hl; or
 - 5.9. have a varietal purity of less than 98% of the contractual variety as set out in the supplementary terms; or
 - 5.10. are, in any other respect and in the opinion of the Company are not fit for purpose; or
 - 5.11. are in excess of the contracted quantity when taking account of the contractual tolerance defined at clause 9; or
 - 5.12. are not accompanied by a Combinable Crop Passport signed by the Grower; or
 - 5.13. fail to meet any other quality parameter set out on the supplementary terms
6. In the event of a delivery being rejected, any balance of the Goods on the farm of origin are to be thoroughly resampled by the Grower and those samples must be submitted as soon as possible to the Company for assessment of quality and condition. No further collections will be made unless or until the Company has agreed to accept the balance. The Company reserves the right to reject all Goods awaiting collection if it considers the pre-collection sample (s) are unsuitable for malting.
7. In the event that Goods are rejected under clauses 2, 5 or 6 the Company, acting in a fair and reasonable manner, reserves the option to:
 - 7.1. accept delivery of the Goods and apply a price deduction, in addition to those in clause 12; or
 - 7.2. accept delivery of the Goods into the Company’s Barley Pool (“the Pool”) in accordance with the Pool terms and conditions determined by the Company; or
 - 7.3. accept delivery of the Goods into the nearest available store and to market on behalf of the Grower the rejected Goods as lower grade barley, subject to revised purchase terms and conditions; or
 - 7.4. reject any delivered Goods and return them to the Grower; and
 - 7.5. invoice the Grower (or where relevant deduct from the purchase price) any additional haulage, drying or reconditioning costs incurred when exercising an option under subclauses 7.1 to 7.4. The Company’s general terms and condition of sale, copies available at <http://simpsonsmaltcontracts.co.uk>, shall apply to relevant sales invoices; and
 - 7.6. subject to clause 9, determine whether any contracted quantity not delivered to the Company (whether due to rejection or for any other reason) is to be replaced (either by the Company or the Grower) but always at the Grower’s cost.
8. All deliveries shall be weighed at a weighbridge nominated by the Company and such measured weights shall be binding on the Grower. Weighing charges will be set by the Company and deducted from the purchase price of the Goods.
9. The minimum contracted quantity is 29 tonnes and any greater quantity must be stated in multiples of 29 tonnes. Unless the Company agrees otherwise the total delivered weight shall be within 5% or 15 tonnes (whichever is the lesser quantity) of the contracted quantity.

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10. The Company will prepare and send to the Grower for payment a self-billed purchase invoice for the Goods accepted for purchase. This invoice will include a levy deduction for the Grower’s liability under the Agriculture and Horticulture Development Board (“AHDB”) Order and the Company will be liable for remitting the levy collected to the AHDB.
11. The purchase price paid to the Grower shall be the base price less any deductions in accordance with these terms and conditions or the supplementary terms.

12. The Company, acting in a fair and reasonable manner, will apply deductions to the base price as follows:
 - 12.1. Moisture Content: deductions in accordance with Maltsters Association of Great Britain recommendations apply to the base price as set out at <http://www.ukmalt.com>. The Company will also apply the following:

Moisture Content (%)	19.1-20.0	20.1-21.0	<i>*The Company, acting in a fair and reasonable manner, reserves the right to increase its drying deduction provided the Grower has received prior written notice from the Company</i>
Moisture Deduction (% of purchase price)	6.3	7.8	
Drying Deduction (£ per tonne)	6.50*	8.50*	

- 12.2. The Company reserves the right to make a deduction where it accepts Goods with a nitrogen content (on a dry matter basis) in excess of the contractually agreed limits or bandings as set out in the supplementary terms. This deduction will be at the sole discretion of the Company.

- 12.3. Screenings Content (under a 2.5 mm slotted aperture sieve) by weight.

Screenings Content (%)	Up to 10.0	10.1 - 11.0	11.1 - 12.0	12.1 - 13.0	13.1 - 14.0	14.1 – 15.0
Deduction (£ per tonne)	NIL	1.00	2.00	3.00	4.00	5.00

13. Goods accepted by the Company shall be paid as follows:
 - 13.1. Winter malting barley varieties: delivered during July will be due for payment on or around 28 August and thereafter on or around the 28th day after delivery
 - 13.2. Spring malting barley varieties: delivered during August will be due for payment on or around 28 September and thereafter on or around the 28th day after delivery
 - 13.3. The Grower must accurately complete a Field Record Sheet for crop inputs and return this, by reference to the relevant crop year, to the Company by 31 July (winter malting barley varieties) or 31 August (spring malting barley varieties). Failure to provide the Field Record Sheet or complete it to the satisfaction of the Company will result in payment under clause 13.1 or 13.2 above being delayed.

14. The Grower warrants that:

- 14.1. subject to subclause 14.3, only agrochemicals accepted by the British Beer and Pub Association have been applied to the Goods or in any store where the Goods are stored. A list of approved agrochemicals is available at www.ukmalt.com or on request from the Company; and
- 14.2. subject to subclause 14.3, the Goods comply with the provisions of the Food and Environment Protection Act 1985 or any amendment thereof; the Plant Protection Products Regulations 2011 or any amendment thereof and the Pesticides (Maximum Residue Levels) (England and Wales) Regulations 2008 or any amendment thereof or the Pesticides (Maximum Residue Levels) (Scotland) Regulations 2008 or any amendment thereof or the Pesticides (Maximum Residue Levels) (Northern Ireland) Regulations 2008 or any amendment thereof; and
- 14.3. where the Goods variety is Maris Otter or Golden Promise the Goods have not been treated with Glyphosate; and
- 14.4. they will provide a Combinable Crops Passport (“CCP”) with each load and provide a declaration as to whether or not any post-harvest chemical treatment has been applied to the Goods and if it has been applied, to provide the required details on the CCP; and
- 14.5. they are registered with the Scottish Quality Cereals (SQC) or Red Tractor Assurance schemes and will provide the Company with their scheme registration number when requested; and
- 14.6. unless otherwise agreed by the Company, they will allow the Company’s nominated representative(s) to undertake a verification audit to ensure the Grower’s ongoing compliance with the SAI Platform’s FSA programme; and
- 14.7. that the Goods have not been grown on land treated with Bio-solids where Bio-solids, produced to certification standards or otherwise, include, but are not limited to; municipal sewage sludge, all composts, all anaerobic digestate, sludge from industrial treatment plants; and
- 14.8. the Goods have been grown from certified seed supplied by the Company. Certified seed excludes all farm saved seed regardless of its provenance.

15. Where the Grower breaches clause 14 they shall be liable for any cost, direct and indirect, incurred by the Company because of the such breach or breaches. This liability shall survive the term of the relevant contract between the Company and the Grower for an indefinite period. The Grower has no liability under subclause 14.7 where the Company has provided express written authority to grow Goods on land treated with Bio-solids. Such written authority is only valid for one growing season.
16. Where the Company issues a Goods Confirmation statement the Grower shall complete the statement, sign and return it to the Company by 31 May preceding each crop year unless otherwise agreed by the Company. Alterations made by the Grower to statement content already completed by the Company shall not be binding unless agreed to in writing by the Company. Failure by a Grower to return a Goods Confirmation statement shall not invalidate any provisions of the contract between the Company and the Grower but could lead to a delay in payment (see subclause 13.3)
17. The relevant terms and conditions of the AIC No. 1 Contract for Home Grown Grain and Pulses for the relevant crop year also apply. In the event of any inconsistencies between the AIC terms and clauses 1 to 16 above then clauses 1 to 16 shall prevail.