

1. For the purposes of these standard terms and conditions the following definitions apply:

**AIC Contract** : means the approved AIC No. 1 contract note for Home Grown Grain and Pulses which is effective at the start of the relevant Crop Year

**Bio-solids** : means bio-solids which are produced to certification standards or otherwise, including, but not limited to, municipal sewage sludge; all composts; sludge from industrial treatment plants and anaerobic digestate

**CFT** : means Cool Farm Tool, a free to use carbon accounting tool

**CPI** : means the change in the Consumer Prices Index published by the Office for National Statistics (or any replacement thereof) in the 12 months to the May prior to the beginning of the relevant Crop Year

**Company** : means Simpsons Malt Limited

**Conditions** : means these standard terms and conditions as defined by clauses 1 to 24

**Contract** : means the PCC together with the Conditions and the AIC Contract

**Crop Year** : means the period from 1 July to 30 June within which the Goods are harvested

**Field Record Sheet** : means a record per field in which the Goods have been grown, in a format acceptable to the Company, detailing data relevant to cultivation and drilling activity together with the fertiliser and crop protection inputs applied

**FSA** : means the SAI Platforms Farm Sustainability Assessment

**Goods** : means malting barley or any other cereal defined in the PCC

**Grower** : means the seller as defined in the PCC

**Northern** : means Goods grown north of the Humber estuary (53°41'56.5"N 0°41'32.1"W) and clauses referencing Northern shall only apply to such Goods

**PCC** : means the Company's purchase contract confirmation

**Price** : means the purchase price per tonne as defined in the PCC less all price deductions made in accordance with the Contract

**Quantity** : means the tonnage of Goods set out in the PCC

**Southern** : means Goods that are not Northern

**Specification** : means the criteria detailed within sub-clause 7.1 to 7.8 (inclusive)

2. The Conditions apply to the sale of Goods from the Grower to the Company. Reference to a "Party" is, unless the context otherwise requires, a reference to a party to the Contract and "Parties" will be construed accordingly. In the event of any inconsistencies between the Conditions, the PCC or the AIC Contract then the order of precedence shall be as follows: (i) the PCC; (ii) the Conditions; and (iii) the AIC Contract.
3. Before 31 May preceding the Crop Year the Grower shall provide data relating to the name and location of the fields in which the Goods are grown together with any other data that the Company reasonably requests and is relevant to the provenance, traceability, and sustainability of the Goods. This data shall be provided through the Company's online data sharing platform, or any other method agreed by the Company. Unless otherwise agreed by the Company then failure to provide this information will result in the Goods being rejected and clause 9 shall apply.
4. The Company, having given the Grower reasonable notice, reserves the right to inspect and sample the Goods at any stage up to and including their harvesting. Upon harvesting the Grower must submit a pre-collection Goods sample as notice that the Goods are available for collection. The Company will provide the Grower with a Sample Advice and provided the sample is confirmed as meeting the Specification the Company will organise collection of the Goods. Collection (the movement period) will take place within 28 days of the Sample Advice date, or if earlier, by the relevant final date at clause 5. Where the period defined in the PCC commences after the relevant final date at clause 5 then the PCC period shall be the movement period. The Grower will make the Goods available for collection by the Company (or the Grower's haulier where Goods are sold on a delivered basis) and the Grower will be responsible for loading the collection vehicles with approximately 29 tonnes of Goods per vehicle. Where the Grower fails to submit a pre-collection Goods sample the Company reserves the option to deem the Goods as rejected and clause 9 shall apply.

5. The final date for collections within the relevant Crop Year are:
  - 5.1. Southern: 31 August for winter Goods varieties and 30 September for spring Goods varieties
  - 5.2. Northern: 30 September for winter Goods varieties and 31 October for spring Goods varieties
6. The Goods will be accepted by the Company once each load is weighed, tested, inspected, and confirmed as meeting the Specification. The weights, tests and inspections determined by the Company are binding on the Grower. The Company will provide the Grower with a Weight Advice Note detailing the load sample results, the total weight of the Goods accepted and the date of acceptance. The Grower or their agent shall have the right to be present when samples are taken. The Company will retain load samples for 28 days from the date of acceptance, any disputes must be entered by the Grower within these 28 days.
7. Goods will only be accepted where the Goods:
  - 7.1. have not been treated with or contaminated by unapproved chemicals (see clause 17);
  - 7.2. contain no evidence of mould, ergot, heating, abnormal smell, or injurious grain pests (either dead or alive, whole or in part);
  - 7.3. are not skinned, such skinning being Goods containing over 4.0% by number of grains whose germs and pericarp have been partially stripped of husk;
  - 7.4. do not have an admixture (being dirt, other cereals, broken corns, green/immature corns, and foreign substances) content in excess of 2.0% by weight;
  - 7.5. have a varietal purity of 98% or more of the variety set out in the PCC;
  - 7.6. are accompanied (on a load by load basis) by a completed Combinable Crop Grain Passport;
  - 7.7. meet the quality parameters set out in the PCC;
  - 7.8. are, in the opinion of the Company, fit for malting
8. Where Goods are not accepted, and therefore rejected, any Goods still to be collected are to be 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 until the Company has agreed to collect the balance of the Goods. The Company reserves the right to reject all Goods awaiting collection if it considers any pre-collection sample (s) are unsuitable for malting and clause 9 shall apply.
9. Where Goods are rejected, the Company may:
  - 9.1. vary the Specification, accept the Goods, and apply a reasonable deduction from the Price in addition to the deductions at clauses 12 or 13;
  - 9.2. accept the Goods into a store of its choosing and to market, on behalf of the Grower, the rejected Goods as lower grade cereal, subject always to the Grower and Company agreeing a replacement contract;
  - 9.3. return them to the Grower with all haulage costs incurred by the Company to be paid for by the Grower;
  - 9.4. subject to subclause 9.1 or 9.2, exercise its rights as the buyer under the default provisions of the AIC Contract, such rejected Goods being the goods in default; and
  - 9.5. issue a sales invoice to the Grower where subclauses 9.3 and 9.4 apply, with the Company's general terms and condition of sale (<https://simpsonsmaltcontracts.co.uk/terms-and-conditions-of-sale/>) applying to such sales invoice
10. Weighing charges will be deducted from the Price. A charge of £0.29 per tonne (excluding value added tax) will apply from 1 July 2024 and will increase from the beginning of each Crop Year thereafter by the lower of 2.5% or CPI.
11. Unless the Company agrees otherwise the total collected weight must be within a 5% or 15 tonne tolerance (whichever is the lesser amount) of the Quantity. Subject to the aforementioned tolerance, any shortfall in Quantity shall be deemed to be goods in default and the Company may exercise its rights under the default provisions of the AIC Contract.

12. The following price deductions will be deducted from the Price:

12.1. Moisture content: deductions will be made in accordance with those published by the Maltsters Association of Great Britain ([www.ukmalt.com/uk-malting-industry/barley-requirements/moisture-content-of-barley-bought-by-maltsters/](http://www.ukmalt.com/uk-malting-industry/barley-requirements/moisture-content-of-barley-bought-by-maltsters/)) and as follows

|   | <b>Northern</b>                 |             | <b>Southern</b> |
|---|---------------------------------|-------------|-----------------|
| Moisture content (%)  | Greater than (“>”) 19.1 to 20.0 | >20.1 to 21 | > 17.1 to 18    |
| Moisture deduction (% of base price)  | 6.3%                            | 7.8%        | 3.6%            |
| Drying deduction* (£ per tonne)   | £8.50                           | £10.50      | £5              |
| <i>*The Company reserves the right to increase its drying deduction provided the Grower has received notice from the Company prior to the start of the relevant Crop Year</i> |                                 |             |                 |

12.2. Nitrogen content: reasonable deductions may be made where nitrogen content (on a dry matter basis) is in excess of the Specification. The deduction will be determined by the Company.

12.3. Screenings content (**Northern**) may be made as follows :

| <b>Screenings content (%) through a 2.5 mm slotted aperture sieve by weight</b> |          |           |           |           |           |           |
|---|----------|-----------|-----------|-----------|-----------|-----------|
| <b>Northern</b>   |          |           |           |           |           |           |
| %   | Up to 10 | >10 to 11 | >11 to 12 | >12 to 13 | >13 to 14 | <14 to 15 |
| Deduction (£ per tonne)   | nil      | £1        | £2        | £3        | £4        | £5        |

12.4. Screenings content (**Southern**): the Company reserves the right to accept Goods where the screenings content exceeds the maximum set out in the PCC. Where this right is exercised deductions may be made as follows:

| <b>Screenings content (%) through a 2.5 mm slotted aperture sieve by weight</b> |          |           |           |           |           |           |
|---|----------|-----------|-----------|-----------|-----------|-----------|
| %   | Up to 15 | >15 to 16 | >16 to 17 | >17 to 18 | >18 to 19 | >19 to 20 |
| Deduction (£ per tonne)   | nil      | £1        | £2        | £3        | £4        | £5        |

12.5. Agriculture and Horticulture Development Board (“AHDB”) Order: the Grower’s levy liability under the AHDB Order will be deducted by the Company. The Company will be liable for paying this levy to the AHDB

13. The Company reserves the right to accept Goods after the dates set out in clause 5. Such Goods may have further deductions deducted from the Price at the Company’s reasonable discretion.

14. The Company will issue to the Grower a self-billed purchase invoice for accepted Goods. This invoice will detail the weight of the Goods, the Price, and all relevant price deductions together with any relevant Value Added Tax. Self-billed purchase invoices will normally cover a 7 day period and will be dated the day of the final collection in this 7 day period.

15. Payment shall be on or around the 28th day after the self-billed purchase invoice date unless otherwise stated in the PCC.

16. Payment under clause 15 is subject to the Grower completing and sharing a Field Record Sheet with the Company by the 31 July (winter Goods varieties) or the 31 August (spring Goods varieties) within the relevant Crop Year. Failure to provide a complete and accurate Field Record Sheet will result in payment being delayed until this requirement is fulfilled.

17. Unless otherwise stated in the PCC the Grower warrants that:
- 17.1. subject to subclause 17.3, 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 and with regards post-harvest chemical treatments this is accurately declared on the Combinable Crop Grain Passport (a list of approved agrochemicals is available at [www.ukmalt.com/technical/8-food-and-feed-safety/pesticides-agrochemicals/](http://www.ukmalt.com/technical/8-food-and-feed-safety/pesticides-agrochemicals/) or on request from the Company); and
  - 17.2. subject to subclause 17.3, the Goods comply with the provisions of (or any subsequent amendments thereof) the Food and Environment Protection Act 1985; the Plant Protection Products Regulations 2011 and the Pesticides (Maximum Residue Levels) Regulations 2008 (for England, Wales, Scotland or Northern Ireland as appropriate); and
  - 17.3. where the Goods variety is Maris Otter or Golden Promise the Goods have not been treated with Glyphosate; and
  - 17.4. they are registered with the Red Tractor Assurance or Scottish Quality Cereals schemes and will provide the Company with their scheme registration number when requested; and
  - 17.5. subject to clause 19, the Goods have not been grown on land treated with Bio-solids; and
  - 17.6. the Goods have been grown from certified seed supplied by the Company and not from farm saved seed; and
  - 17.7. the Goods conform with all applicable laws, regulations, and agricultural best practice guidelines applicable to the United Kingdom, including the Modern Slavery Act 2015; and
  - 17.8. it complies with the Company's Supplier Code of Conduct ([www.simpsonsmalt.co.uk/simpsons-malt-limited-supplier-code-of-conduct/](http://www.simpsonsmalt.co.uk/simpsons-malt-limited-supplier-code-of-conduct/))
18. The Contract may be terminated by the Company if the Grower commits any breach, non-observance or non-performance of any warranties and/or of its obligations under the Contract that have not been remedied (if capable of remedy) within thirty (30) business days after notice thereof in writing by the Company. Such termination shall be effective immediately upon the Grower's receipt of the Company's written termination notice. Termination shall not prejudice to any claim that the Company may have against the Grower.
19. Goods may be grown on land treated with anaerobic digestate ("AD") provided such AD is produced in a facility certified under the SQC Approved Digestate Scheme and such treatment has been agreed with the Company in advance of the AD being applied.
20. The Grower will:
- 20.1. complete an FSA questionnaire at the request of the Company and share this with the Company, in a form determined by the Company, within 90 days of receiving such request; and
  - 20.2. 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 to the performance level required by the Company, such performance level being "Silver" unless otherwise determined by the Company; and
  - 20.3. complete a Cool Farm Tool (CFT) assessment and share this with the Company by the 30 November within the relevant Crop Year
21. The Grower consents to the Company disclosing Supply Chain Data with its customers and other third parties. For the purposes of this clause Supply Chain Data means data provided by the Grower in a Field Record Sheet or any other data, however supplied, that relates to the drilling, cultivation, growing, harvesting, provenance, traceability, sustainability (including environmental matters) and auditability of the Goods. This consent shall survive the Contract for six years after its expiry. Disclosure of Supply Chain Data by a Party to any other party shall not affect the ownership of such data or the disclosing Party's rights to it.

22. Each party agrees that it shall keep secret and confidential at all times during the Contract, and for six years after its expiry, all Confidential Data where Confidential Data means data relating to the business of either Party; either Party's trade secrets (including operating procedures, policies, and practices) and the Contract. Data shall not be confidential if it is readily and lawfully obtainable by third parties from sources other than the Parties or where a Party has expressly granted waiver to the right of confidentiality in respect of that matter or item. Neither Party shall use, copy, or disclose to any third party any such Confidential Data unless for the proper purposes of the Contract or having obtained the disclosing Party's prior written consent.
23. The Company's Privacy Policy ([www.simpsonsmalt.co.uk/privacy-policy/](http://www.simpsonsmalt.co.uk/privacy-policy/)) sets out how the Company manages any personal data received under the Contract.
24. The Company, acting reasonably, may vary a PCC and this variation shall be binding on the Grower (and replace any existing PCC pertaining to the Goods) when the varied PCC has been issued (by post or by email) to the Grower. Variations may be made for:
  - 24.1. updates to these Conditions;
  - 24.2. changes in, or confirmation of, Goods variety;
  - 24.3. finalising Price where PCCs are issued with Price mechanisms containing pricing parameters that are subsequently fixed by the Company or the Grower in determining the final Price;
  - 24.4. changes in applicable law, regulation, and industry best practice;
  - 24.5. changes to the Specification in response to harvest conditions;
  - 24.6. any other matters considered fair and reasonable by the Company