

dewinggrain

Terms of Purchase for:

Grain

Pulses

Oilseeds

Harvest 2021/22

Dewing Grain Ltd

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Terms of Purchase of Grains, Pulses and Oilseeds Harvest 2021

The terms and conditions are applicable to Grain, Pulses and Oilseeds purchased by Dewing Grain Ltd (the Company) and incorporates:

End Receivers terms

AIC No 1/2 current contract applicable to Grain and Pulses (copy available on request)

FOSFA 26A – applicable to Oilseed Rape (copy available on request)

All current at date of purchase, with any amendments and updates.

In the event of Grain, Pulses or Oilseeds delivered to an end receiver destination then “End receivers terms” may apply.

Contract Confirmations - will be issued by the company. It is hereby agreed between Buyer and Seller that where an email address has been provided, all communication will be sent to that email address. It is the seller’s responsibility to ensure that a correct email address has been provided. Any possible errors must be advised promptly.

UK Origin - Commodities must be of UK origin and grown as such. Unless agreed otherwise at the time of purchase, all combinable crops supplied to the Buyer must be produced under a recognized and audited Farm Assurance Scheme which is up to date and within scope.

Collections / Deliveries - As available grain-seller to advise when the complete quantity is available for collection /delivery at buyers call. Buyers call will apply to all other grain unless specified.

Please be aware that commodities bought for the month of December could include collections/deliveries up to and including the 24th December and any business days after the 26th December unless agreed at the time of purchase.

For all own deliveries to Dewing Grain Ltd sites, all health and safety rules of the plant must be adhered to. Hi-visibility jackets must be worn.

Varieties of all commodities must be shown on delivery paperwork at the intake point.

Passport - A Combinable Crops Passport with appropriate sticker must be issued and signed by the seller for each load. It is the seller’s responsibility to inspect every vehicle for its suitability before loading.

Grain Specification - Current quality specifications will apply (see below) unless agreed otherwise at the time of purchase.

Specifications:

Milling Wheat:	Protein	Minimum 13%
	Hagberg	Minimum 250.
	Hectolitre	Min 76KG
	Moisture	Maximum 15%
	Admixture	Maximum 2%
	Gluten	present and elastic.
Feed Wheat:	Hectolitre	Minimum 72kg/hl
	Moisture	Maximum 15%
	Sprouted Grains	Maximum 6%
	Admixture	Maximum 2%
Malting Barley:	Nitrogen	Winter Barley 1.65% Max; Spring Barley 1.60% Max
	Germination	Min 98%
	Varietal Purity	Min 94%
	Moisture	Maximum 14.5%
	Sprouted Grains	Maximum 0%
	Admixture	Maximum 2%
	Screenings	Maximum 4% through a 2.25mm sieve, Min 90% retention through 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%
Oats	Hectolitre	Min 50.0 Kg/hl,
	Moisture	Max 15.0%
	Admixture	Max 2% including cereal seeds, black seeds, other weed seeds.
	Screenings	Max 6% Screenings
	Sprouted Grains	0%
	Heated Grains	0%

Specifications contd.

Oilseed Rape:	Moisture	Basis 9% Maximum 10%
	Admixture	Basis 2% Maximum 4%
	Oil Content	Basis 40%
	FFA	Max 2%
	Glucosinalates	Max 35 micromoles
	Erucic Acid	Max 2%

Claims – Claims notification, the Company will endeavour to make contact by telephone but reserves the right to use their best judgement should such communication be impossible.

Any grain delivered outside the contract specification can be subject to rejection or claim. A copy of the scale of allowances is available on this website. For grain delivered to Dewing Grain registered stores notification will be on the self bill invoice only, unless the seller requests otherwise. Deliveries to third party destinations that are subject to claims will be tipped within the scale of allowances without notification described in clause 21 of the AIC1 contract. The claims will be detailed on the self bill invoice upon payment.

Mycotoxins – The seller needs to be aware of the EU legislations and the need to be below maximum levels and that of the end receiver.

Extension Clause- Buyers have the option to claim an extension into the next month provided they give at least 3 business days' notice prior to the end of the original contract period. The Seller is to grant an extension of delivery up to and including the 15th of the following month at an increase to the contract price of £0.50 per tonne. Should the Seller fail to deliver the contractual goods within the extension period any settlement for default shall be based on the original contract price and time period". This extension clause shall apply unless the Seller had specifically excluded it at the time of trading.

Right to Reject - Dewing Grain reserves the right to reject loads at their discretion.

Any load of abnormally high temperature much depending on harvesting temperatures would be subject to rejection.

Any delivery containing Ergot would be subject to rejection.

Deliveries containing injurious insects will be rejected. Some receivers (but not all) will accept insects that are dead but only with appropriate treatment certification.

Any loads outside of the maximum limits for Mycotoxins would be subject to rejection.

Where the Seller disputes the end receiver's determination of quality, the procedure for independent analysis will be as per the end receiver. Where the Buyer is the end receiver, 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 seller 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.

Public Liability - Sellers must ensure they 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.

Weighbridge Charge – A charge of £0.30 per tonne will be deducted for each load going to a Dewing Grain site. Unless being delivered to a 3rd party site in which case end receivers charge to apply.

Renewable Energy Directive and or Sustainability – Combinable crops must be compliant with (RED) Renewable Energy Directive in all respects. All parties must be certified under an EU approved scheme to demonstrate compliance. The seller must be able to supply on request a copy of their certification with traceability including NUTS2 data. Deliveries must be accompanied by passport including a RED declaration.

Payment – will be raised 28 days from the last date of delivery/collection or by agreement on a fixed date either by post or BACS. Harvest movement Winter Barley payments will be made on 21st August and Spring Barley payments will be 21st September.

Contra-payments - The Company reserves the right to offset any payables against any receivables under any contracts between the Company and the Seller

Quantity Tolerance – is specified in AIC/FOSFA contract. If the quantity delivered exceeds the max tolerance, the company reserves the right to pay market price for any tonnage above the mean tonnage. Any shortfall will be compared with market price and could result in a default charge if the value is below the market value, the tolerance is 5% up to a maximum of 7 tonnes, default is to mean contract tonnage.

Capacity Load Charge – A Capacity load charge will be made on any part loads or the need for a smaller lorry size.

Combinable Crops Purchased on the basis Delivered to a store destination - In addition to the General terms outlined herein, the following terms shall also apply to all goods purchased for delivery to a store destination.

All store delivered contracts will be taken to the mean contract tonnage.

If the quantity delivered exceeds the tolerance, the company reserves the right to pay the market price for any tonnage above the mean tonnage. Any shortfall could result in a default charge if the value is below the market value a time of delivery.

The Seller must make fixings direct with the Buyer. Suppliers are expected to be available for a seven day per week delivery period.

To avoid delays on deliveries, the full and 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 at a later time.

Unless Sellers are notified otherwise, the delivery/intake reference will be the contract number stated on the Buyer's contract confirmation.

At certain times of year, we may, at our discretion introduce a system of timed arrivals at the store. In order to speed the flow of deliveries, we insist that all lorries must be able to tailboard tip if required.

Occasionally, when loading into the store the tipping pits might have to be covered over in the event of torrential rain. We regret that we are unable to consider any claims for any factor outside our control.

It is essential that on all deliveries, the variety (or where applicable the mix of varieties) is quoted on the haulage delivery note and/or passport. Failure to do so may result in delay. A random electrophoresis test may be carried out on named wheat deliveries and Buyer reserves their right to make retrospective claims against any deliveries found to be non-contractual.

During busy times loads that are subject to a quality allowance will be tipped with the allowance notified at a later date.

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 the Buyer's 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 TASCC Code of Practice for Road Haulage and comply with local and statutory health and safety regulations, and adhere to Port/ End Receiver site instructions.

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

Sampling at delivery point will be ISO24333 or by equivalent procedure.

Slavery Act - The Seller shall in all respects comply with the Modern Slavery Act 2015 in their supply of goods to the Company