



**Terms & Conditions of Purchase of Grain by Crisp Malt for the 2020 / 2021  
Season (the “Conditions”)**

**1. Purchase**

1.1 Unless specifically agreed otherwise in writing Crisp Malt shall purchase Grain from the Supplier on the basis of:

1.1.1 a representative sample of the grain submitted to Crisp Malt for analysis after which the specification of the order will be agreed, or

1.1.2 a Specification agreed at time of placing the order.

1.2 All samples submitted by the Supplier must clearly show Crisp Malt’s contract number (where relevant), the Merchant’s lot number and name, assurance scheme membership number, tonnage, variety and month of delivery. The Supplier must state the grower’s name and grain location on pre-harvest contract approval samples.

1.3 All orders placed with a Supplier shall constitute an offer by Crisp Malt to purchase Grain from the Supplier in accordance with these Conditions.

1.4 Each Order shall:

1.4.1 be given in writing or, if given orally, shall be confirmed in writing within five Business Days; and

1.4.2 contain the following details (if appropriate):

1.4.2.1 Crisp Malt’s reference number for purchase;

1.4.2.2 the Supplier’s Lot/Contract reference number;

1.4.2.3 the tonnage purchased, variety and price (including any discounts and / or premiums previously agreed);

1.4.2.4 the Delivery Period and proposed Delivery Location;

1.4.2.5 Crisp Malt’s nitrogen/protein result for purchase sample;

1.4.2.6 the nitrogen/protein levels applicable to the Order;

1.4.2.7 Crisp Malt’s screening result for purchase sample;

1.4.2.8 screening levels applicable to purchase; and

1.4.2.9 moisture level applicable to purchase.

- 1.5 Each Order shall be deemed to be a separate offer by Crisp Malt to buy Grain in accordance with these Conditions, which the Supplier shall be free to accept or decline at its absolute discretion.
- 1.6 An Order shall be deemed to be accepted on the earlier of:
  - 1.6.1 the Supplier issuing written acceptance of the Order; or
  - 1.6.2 the Supplier undertaking any act consistent with fulfilling the Order, at which point and on which date a Contract shall come into existence.
- 1.7 Purchases made on the basis of an agreed Specification require the full and complete delivery of the contracted tonnage with replacement of all rejected or re-graded Deliveries.

## **2. Delivery**

- 2.1 Unless agreed otherwise with Crisp Malt the Supplier shall deliver the Grain:
  - 2.1.1 within the Delivery Period;
  - 2.1.2 to the Delivery Location; and
  - 2.1.3 during Crisp Malt's normal hours of business, or as instructed by Crisp Malt.
- 2.2 The date of delivery of the Grain is of the essence.
- 2.3 Crisp Malt's Intake Personnel at each site will give instructions for Deliveries and shall make reasonable efforts to provide adequate notice of any intake requirements to the Supplier to allow for necessary haulage arrangements to be made.
- 2.4 Deliveries outside Crisp Malt's normal hours of business or in excess of the ordered quantity will be subject to refusal.
- 2.5 Delivery of the Grain shall be completed on the completion of unloading of the Grain at the Delivery Location.
- 2.6 The Supplier must deliver minimum quantities of 18mt per load unless previously agreed in writing with the Site Manager.
- 2.7 All Deliveries must be accompanied by:
  - 2.7.1 documentation showing the Crisp Malt order number and the variety of the Grain;
  - 2.7.2 the relevant Grain Passport with all sections completed as appropriate; and
  - 2.7.3 an evacuation certificate if any Grain has been treated with Phosphine.
- 2.8 The Supplier must observe the Agricultural Industries Confederation (AIC) Code of Practice for Road Haulage when delivering Goods to Crisp Malt. The Supplier must supply evidence of the three previous loads carried and of any cleaning action at the time of Delivery.

- 2.9 All Grain should be free of post-harvest pesticide application. The Supplier must notify Crisp Malt if a BBPA-approved agrochemical has been used prior to Delivery and receive authorisation from Crisp Malt to proceed with the Delivery.
- 2.10 Title and risk in the Grain shall pass to the Crisp Malt on completion of Delivery unless payment is made prior to Delivery in which case title shall pass upon payment being made. Passing of title shall not in respect of the Grain prejudice any right of rejection or other right which Crisp Malt may have.
- 2.11 Crisp Malt will not be deemed to have accepted the Grain until it has analysed at intake point, passed for intake and successfully unloaded in full. Crisp Malt have the right to reject the Goods as though they had not been accepted for 5 days after any latent defect in the Grain has become apparent.
- 2.12 All Deliveries must be weighed at the weighbridges advised by Crisp Malt. Crisp Malt's measured weight is deemed final for each Delivery.
- 2.13 Crisp Malt shall deduct £10.00 (including VAT) for each load weighed from its payment for the Grain.
- 2.14 Crisp Malt shall notify the administering merchant of the delivered weight and any claims and allowances within two business days of Delivery.

### **3. Tolerance**

- 3.1 A tolerance of plus or minus 5% or 15 tonnes (whichever is the lesser quantity) between the weight of Grain stated in an Order and the weight of Grain Delivered shall be allowed.
- 3.2 Crisp Malt has the absolute right to either refuse any surplus Grain in excess of the tolerance levels set out in 3.1 above.
- 3.3 Any rejected Grain shall be returnable at the Supplier's risk and expense.
- 3.4 If the Supplier delivers less than the quantity of Grain ordered, Crisp Malt will require the Supplier to replace the shortfall with Grain of equal quality or will invoice the Supplier for the cost of replacing the shortfall.
- 3.5 If the Supplier delivers more than the quantity of Grain ordered, and Crisp Malt accepts the delivery, any surplus shall be accepted at contract price or current market price, whichever is the lower.
- 3.6 Crisp Malt reserves the right to make subsequent claims should any Delivery be identified as being of a different variety than that declared in the Order.
- 3.7 Crisp Malt reserves the right to reject any Delivery, which in their opinion is not suitable for processing into malt of the required quality.

### **4. Grain Analysis**

- 4.1 All deliveries will be sampled in accordance with ISO 13690: 1999 and analysed for the following parameters using laboratory methods fully traceable to IoB Recommended Methods of Analysis (1991), which are now incorporated into Analytica-EBC. Any delivery that is found to be outside the agreed contract terms shall be subject to rejection. The supplier will be entitled to request that the delivery is sampled again for confirmatory analysis.

## 4.2 **Grain Size**

### Deliveries from England

- 4.2.1 The grain size of all deliveries will be tested using a Sortimat screen. Crisp Malt shall analyse all Deliveries of barley for grain size using a 2.25mm slotted sieve. Deliveries with screenings in excess of the contractual level (4% or 6% dependent on variety) will be subject to an allowance of £1.00 per 1% or part thereof up to a maximum of 10%. Crisp Malt shall reject Deliveries in excess of 10%.
- 4.2.2 Where the Order stipulates a minimum retention over a 2.50mm slotted sieve the Parties may agree to vary this requirement if this standard is not met at the time of contract negotiations or at time of Delivery.
- 4.2.3 All Deliveries of wheat must be 3% or less through a 2.00mm slotted sieve, unless otherwise stated in the Order. Crisp Malt reserves the right to reject Deliveries in excess of 3%.
- 4.2.4 All Deliveries of rye must be 8% or less through a 2.00 mm slotted sieve, unless otherwise stated in the Order. Crisp Malt reserves the right to reject Deliveries in excess of 8%.
- 4.2.5 All Deliveries of oats must be 8% or less through a 1.80 mm slotted sieve, unless otherwise stated in the Order. Crisp Malt reserves the right to reject Deliveries in excess of 8%.

### Deliveries from Scotland

- 4.2.6 The grain size of all deliveries will be tested using a Sortimat screen. Crisp Malt shall analyse all Deliveries of barley for grain size using a 2.50mm slotted sieve. Deliveries failing to meet the minimum specified barley retention (85% or 90% dependant on variety) will be subject to an allowance of £1.00 per 1% or part thereof up to a maximum of 5% below contract minimum. Crisp Malt shall reject Deliveries outside these parameters.

## 4.3 **Moisture**

- 4.3.1 All Deliveries must have a maximum of 14.5% moisture content. Deliveries between harvest and 31<sup>st</sup> October will be accepted up to 19.0% moisture subject to allowances as per the MAGB moisture allowance scheme. Deliveries from 1<sup>st</sup> November in excess of 14.5% will only be accepted by prior agreement, if so accepted allowances will be as per MAGB scheme. Crisp Malt has the right to refuse any Deliveries in excess of 19% moisture content, but if accepted, the following deductions and drying charges shall apply:

- 19.1% to 20.0% - 6.0% of purchase price per tonne + £5.00 per tonne.
- 20.1% to 21.0% - 7.5% of purchase price per tonne + £7.00 per tonne.
- 21.1% to 22.0% - 9.0% of purchase price per tonne + £9.00 per tonne.
- 22.1% to 23.0% - 10.5% of purchase price per tonne + £11.00 per tonne.
- 23.1% to 24.0% - 12.0% of purchase price per tonne + £13.00 per tonne.

- 4.3.2 Allowances for moisture shall be made on purchase price for England. Crisp Malt's remittance advice shall also show these deductions on a weight

adjusted to 15% for the Supplier's information. In Scotland the payments shall be made on the intake weight adjusted to 15% moisture subject to the Contract.

- 4.3.3 All Grain must be grown, stored and managed in such a way as to minimise the risk from mycotoxins. Any grain delivered from 1<sup>st</sup> November 2020 with moisture content above 14.5% and below 18% will only be accepted if the Supplier warrants that the grain is below the EU maximum permissible level for Ochratoxin A. From 1<sup>st</sup> November 2020 Grain above 18% moisture will not be accepted by Crisp Malt.

#### 4.4 **Nitrogen**

- 4.4.1 Deliveries will be tested for nitrogen/protein content after screening the sample on the relevant sieve.
- 4.4.2 The nitrogen content of the load will be determined by the mean of two sub-samples of the delivery. Crisp Malt reserves the right to downgrade subject to an agreed allowance or to refuse the load entirely within the Code of Practice agreed by the NFU, NFUS, AIC and MAGB.
- 4.4.3 If a delivery is above the maximum or below the minimum level of nitrogen as stated in the Order, Crisp Malt reserves the right to reject the delivery

#### 4.5 **Mycotoxins**

- 4.5.1 All Grain must comply with the requirements of the Contaminants in Foodstuffs Commission Regulation (EC) No 1881/2006 which specifies limits for the mycotoxins: Ochratoxin A, aflatoxins, zearalenone and DON.
- 4.5.2 In respect of rye and wheat, Crisp Malt will determine the levels of DON on each delivery which must not exceed 750 ppb. Crisp Malt reserve the right to sample bulks of rye or wheat prior to delivery and perform additional laboratory testing to confirm that the level of 750 ppb DON will not be exceeded in the resultant malted product.
- 4.5.3 Crisp Malt shall undertake spot testing to ensure that the Supplier has complied with the conditions in this clause 4.5
- 4.5.4 Should any Delivery so tested prove to have mycotoxins above EU maximum permissible levels, the Supplier will be held responsible for all additional costs incurred by Crisp Malt as a result.

#### 4.6 **Germination**

- 4.6.1 All Deliveries must have a minimum Germinative Capacity of 98% and must not contain more than 3% pre-germinated corns.

#### 4.7 **Condition and Admixture**

- 4.7.1 All grain must be sweet, sound, free from heated or green grain and free from the presence of moulds.
- 4.7.2 The total of broken, damaged, split and skinned grains and admixture, including all foreign substances, extraneous material and wild oats, must not exceed 3% by weight.

4.7.3 The following additional conditions, being covered by the above overarching requirement (4.7.2), apply

4.7.3.1 Half-corns must not exceed 1%

4.7.3.2 Split corns must not exceed 2%

4.7.3.3 Skinned corns must not exceed 3%

4.7.3.4 Admixture, including all foreign substances, extraneous material and wild oats, must not exceed 2%

4.7.3.5 Wheat admixture in barley must not exceed 1%

4.7.3.6 Barley admixture in wheat must not exceed 1%.

4.7.4 Crisp Malt may reject Deliveries, if in its reasonable opinion; they do not meet these requirements or contain excessive levels of straw and chaff.

4.7.5 All Deliveries must have a minimum varietal purity of 97%.

#### 4.8 **Ergot**

4.8.1 All deliveries must be free from ergot.

#### 4.9 **Infestation**

4.9.1 All grain must be free from infestation whether alive or dead. In the event an infestation is detected Crisp Malt will not accept any further Deliveries against the Contract without written proof that the bulk has been treated with a Crisp Malt approved grain fumigant and that the bulk has subsequently been screened to remove all non-grain matter.

4.9.2 Crisp Malt must be notified of all grain entering the site that has been treated with an approved grain fumigant, prior to delivery. Crisp Malt has the right to delay intake of any treated grain until a date when it can be segregated at the expense of the grower. Failure to notify of fumigation could result in rejection on arrival at the weighbridge. Crisp Malt reserves the right to refuse tonnage that has been treated.

#### 4.10 **Glass**

4.10.1 Crisp Malt shall refuse any Delivery found to contain glass. The Supplier must suspend any further deliveries from the associated bulk until Crisp Malt are satisfied with the results of further investigations undertaken by the Supplier. The Supplier must take reasonable steps to prevent contamination of field borders which are adjacent to roads and/or public footpaths and such areas must be inspected (walked) immediately pre-harvest.

#### 4.11 **Organic Grain**

4.11.1 Where appropriate, the Supplier must supply a copy of their organic certificate at the time of purchase and at the time of delivery.

4.11.2 All Deliveries of organic Goods must be labelled "ORGANIC".

4.11.3 Cereal crops must not be grown on land sown with “sweet clover” (*Leguminosae melilotus*) as the preceding crop (normally used in organic farming to fix nitrogen).

#### 4.12 **Allergens**

4.12.1 Under EU legislation Regulation EC 1169/2011 (Annex 11).there are materials that have been identified as causing allergenic reactions. By accepting these terms and conditions the seller confirms its responsibilities under current EU legislation.

### 5. **Testing**

5.1 Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Grain and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Crisp Malt shall have the right to conduct further inspections and tests after the Supplier has carried out any remedial actions or on replacement Goods.

5.2 Crisp Malt reserves the right to forward random delivery samples to NIAB Cambridge for varietal identification using electrophoresis or PCR/DNA methods. The Supplier will be advised at time of Delivery if his Delivery is to be so analysed.

5.3 In the event of any dispute or claim a sample, drawn and sealed as per AIC Sampling Procedures shall be retained by Crisp Malt and, if requested by the Supplier, forwarded to an independent analyst mutually acceptable to the Parties. Samples shall be retained for 60 days.

5.4 Any requests for sample retesting must be submitted in writing within 60 days of receipt of the daily delivery sheet sent to each merchant. Requests for retesting outside of this time period are at the discretion of Crisp Malt.

### 6. **Supply of Grain**

6.1 The Supplier warrants that all Grain supplied:

6.1.1 comply with all applicable statutory and regulatory requirements relating to the storage, handling and delivery of the Grain;

6.1.2 comply with relevant food safety legislation, including the Food Safety Act 1990 (as amended);

6.1.3 have been sourced, produced and stored in accordance with an Approved Assurance Scheme;

6.1.4 comply with the provisions on the Food Safety Act 1990 and EC Regulation No 178/2002;

6.1.5 are not a genetically modified variety and have not come into contact with, or been contaminated by, any genetically modified material;

6.1.6 have been produced to ensure that the Goods are not injurious to health;

6.1.7 comply with the requirements of current Pesticide Residue Statutory Instruments, including The Plant Protection Products Regulations (2011) and The Pesticides (Maximum Residue Levels in Crops, Food and Feeding Stuff)

Regulations 396/2005, made under the Food and Environment Protection Act 1985;

Has only been treated with any agrochemical during growing or on the resultant grain that is accepted by the BBPA (British Beer and Pub Association) and Campden BRI for use on cereals for malting and brewing.

- 6.1.8 The use of glyphosate as a pre-harvest desiccant is discouraged by Crisp Malt. In circumstances where the grower has applied for this purpose, notification should be given to Crisp Malt before delivery.
- 6.1.9 comply with the requirements of the Contaminants in Foodstuffs Commission Regulation EC 1881/2006 and if stored, has been managed in such a way as to eliminate the risk from mycotoxins;
- 6.1.10 have been produced on land that has not been treated with any form of sewage sludge; and
- 6.1.11 comply with the traceability requirements of EC Regulation No178/2002.
- 6.2 The Supplier is responsible for ensuring that it has the latest BBPA Technical Circular for acceptable agrochemicals and confirms that it has read the useful information on strategies to reduce food safety risks available at <http://cereals.ahdb.org.uk/>
- 6.3 In addition to the requirements outlined in sections 2.8 and 6.1 and those associated with the membership of an approved assurance scheme, grain being stored for Crisp Malt must not be treated with any post-harvest pesticide without prior authorisation from one of the named Crisp Malt contacts (see appendix).

## **7. Health, Safety and the Environment**

- 7.1 Crisp Malt operates a no-smoking policy on all sites, in all production and grain intake areas. Smoking is only permitted in specially designated areas.
- 7.2 COVID-19 Arrangements – In line with current government advice the following controls have been implemented
  - 7.2.1 All samples must be placed in the site designated locations
  - 7.2.2 2-meter social distancing must be observed at all times
  - 7.2.3 No person shall be permitted to site that displays any COVID-19 symptoms detailed in the UK Governments advice.
  - 7.2.4 Persons delivering samples shall not be permitted to visit any other area of the site other than the designated drop off locations.
- 7.3 All visitors to any Crisp Malt premises MUST wear:
  - 7.3.1 a high visibility coat or waistcoat.
  - 7.3.2 head protection; and
  - 7.3.3 protective footwear.

- 7.4 In the interests of safety Crisp Malt requires all vehicles delivering or collecting grain to be fitted with:
- 7.4.1 either “Easisheets” or guard rails; and
  - 7.4.2 a full-length dust sock.
- 7.5 No vehicles are allowed to remain on any Crisp Malt site outside normal operating hours without the permission of the respective site manager
- 7.6 Any additional persons to the driver of any vehicle will be discouraged from entering any Crisp Malt site. Any additional persons under 18 years old will not be permitted to enter.
- 7.7 Drivers of large vehicles are expected to be duly considerate of local residents and the rural environment.
- 7.8 The Supplier shall ensure that it, (or any party instructed by it to deliver the Grain) complies with all reasonable instructions by Crisp Malt relating to its behaviour and conduct at the Delivery Location, including any health and safety rules and regulations and any other security requirements that apply at any Delivery Location and Crisp Malt reserves the right to refuse any person access to its premises without any liability to the Supplier. This includes full compliance with practices and procedures in place to mitigate COVID-19 risks

## **8. Charges and Payment**

- 8.1 The price for the Grain:
- 8.1.1 shall be the price set out in the written Order sent to the Supplier by Crisp Malt.
- 8.2 The price for the Grain shall be:
- 8.2.1 inclusive of the costs of packaging, insurance, carriage of the Grain and any duties, imposts levies or taxes other than value added tax, unless otherwise agreed in writing by Crisp Malt. No extra charges shall be effective unless agreed in writing and signed by Crisp Malt;
  - 8.2.2 fixed for the duration of a Contract.
- 8.3 Unless otherwise stated in the Order, in consideration of the supply of the Grain by the Supplier, payment shall be made by Crisp Malt at fortnightly intervals on a self-invoicing system as follows:
- 8.3.1 Deliveries made during days 1 to 15 of the month shall be paid by day 12 of the following month; and
  - 8.3.2 Deliveries made during days 16 to 31 of the month shall be paid by day 26 of the following month.
- 8.4 Time for payment shall not be of the essence.
- 8.5 All payments are contingent upon the Grain conforming with the Order to the satisfaction of Crisp Malt.

- 8.6 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Crisp Malt in order to justify withholding payment of any such amount in whole or in part. Crisp Malt may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by Crisp Malt to the Supplier.
- 8.7 In the case of a Contract relating to pre-harvest malting barley production, where the administering merchant is acting as the agent of Crisp Malt, Crisp Malt reserves the right to administer such contracts directly and make payment direct to the grower should the agent cease trading for whatever reason.

## **9. Termination**

- 9.1 Without limiting its other rights or remedies, in addition to the circumstances in the AIC Contract, Crisp Malt may terminate these Conditions and any Contract with immediate effect by giving written notice to the Supplier if:
- 9.1.1 the Supplier commits a material or persistent breach of these Conditions and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach; or
- 9.1.2 the financial position of the Supplier deteriorates to such an extent that in the opinion of Crisp Malt the capability of the Supplier to adequately fulfil its obligations under a Contract has been placed in jeopardy.

## **10. Consequences of termination**

- 10.1 Without prejudice to any other rights and remedies of Crisp Malt if the Supplier breaches any term of these Conditions or if Crisp Malt terminates these Conditions or any Contract in accordance with clause 10 or the AIC Contract then Crisp Malt may (but will not be obliged) whether or not the Grain has been accepted:
- 10.1.1 cancel any or all outstanding Orders or Contracts or any remaining instalments of a Contract;
- 10.1.2 refuse to accept any subsequent delivery of Goods which the Supplier attempts to make relating to any Order or Contract; and
- 10.1.3 recover from the Supplier any additional expenditure reasonably incurred by Crisp Malt in obtaining the Goods in substitution from another supplier.
- 10.2 On termination of a Contract or any part of it for any reason:
- 10.2.1 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination; and
- 10.2.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 10.3 Crisp Malt's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

## **11. Indemnity**

- 11.1 The Supplier shall keep Crisp Malt indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal

and other professional fees and expenses awarded against or incurred or paid by Crisp Malt as a result of or in connection with:

- 11.1.1 the breach of any warranty given by the Supplier;
- 11.1.2 any claim made against Crisp Malt by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Grain, to the extent that the defect in the Grain is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 11.1.3 any liability to consumers in respect of the Grain;
- 11.1.4 any claim made against Crisp Malt by a third party arising out of, or in connection with, the supply of the Grain, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

## **12. Confidentiality**

- 12.1 The Supplier shall keep in strict confidence all technical or commercial information, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Crisp Malt, its employees, agents or subcontractors, and any other confidential information concerning Crisp Malt's business or its products or its services which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier.
- 12.2 This clause 13 shall survive termination of these Conditions.

## **13. General**

- 13.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions without the prior written consent of Crisp Malt.
- 13.2 Crisp Malt may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.
- 13.3 No failure or delay by a party in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- 13.4 If a court or any other competent authority finds that any provision (or part of any provision) of these Conditions is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 13.5 If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 Crisp Malt reserve the right to vary these Conditions at any time by notice in writing to the Supplier. Any variation to any Contract formed in accordance with these Conditions, including any additional terms and conditions shall only be binding when agreed in writing and signed by Crisp Malt.

**14. Interpretation**

14.1 In these Conditions, the following definitions apply:

**AIC Contract:** means the Grain No 2/19(AIC) contract.

**Analysis:** means any analysis on the Goods or samples thereof carried out in accordance with the Recommended Methods of analysis of The Institute of Brewing, or be traceable to same.

**Approved Assurance Scheme:** means the recognised assurance schemes, namely Red Tractor Assurance, TASCC, FEMAS and SQC.

**Contract:** means a Contract between Crisp Malt and the Supplier for the supply of Grain incorporating these Conditions as a result of an Order.

**Crisp Malt:** Crisp Malt is a trading name of Anglia Maltings (Holdings) Ltd registered in England no. 00031801

**Delivery Period:** the period within which the Grain is to be delivered.

**Delivery Location:** means the address specified for delivery of the Grain as set out in the Order or as instructed by Crisp Malt before delivery.

**Delivery/Deliveries:** means the Grain delivered to Crisp Malt pursuant to and in accordance with an Order.

**Grain:** means the quantity of cereals (or any part of it), which may include, Wheat, Barley, Rye and Oats (or any other cereal) as set out in an Order.

**Intake Personnel:** means Crisp Malt's intake personnel.

**Grain Passport:** means either a grain passport for England with Red Tractor Assurance (or equivalent) stickers attached or the official SQC grain passports for Scotland, as appropriate.

**Order:** Crisp Malt's order for the supply of Grain, as set out in Crisp Malt's purchase order form OR in Crisp Malt's written acceptance of the Supplier's quotation, as the case may be.

**Parties:** means Crisp Malt and the Supplier.

**Specification:** any specification for the Grain provided by Crisp Malt to the Supplier or produced by the Supplier and agreed in writing by Crisp Malt.

**Supplier:** the person or firm from whom Crisp Malt purchases the Grain.

14.2 In this Agreement a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 14.3 **AIC Contract:** except where inconsistent with these Conditions, the terms and conditions of the AIC Contract shall apply and form part of these Conditions.
- 14.4 **Acceptance of Terms:** written acceptance of these Conditions is required prior to the delivery of the Goods covered by these Conditions. The acceptance form is annexed to these Conditions.

Gt.Ryburgh

18<sup>th</sup> June 2020

### Contact Information 2020/2021

<b>Bob King</b> Group Grain Purchasing	<b>Contact details</b> Tel: 01328 828303 Mob: 07802 203112 Email: bob.king@crispmalt.com
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<b><u>Alloa Maltings</u></b> <b>Mike Pruden</b> Intake and quality control Kelliebank Grain Store	Tel: 01259 722343 Mob: 07717 835818 Email: mike.pruden@crispmalt.com Tel: 01259 217810



Dear Sirs

**Acknowledgement and Acceptance of Crisp Malt**

**Terms & Conditions for Season 2020/2021**

On behalf of our company, I acknowledge receipt of and subsequent acceptance of Crisp Malt, Terms and Conditions Season 2020/2021 for the purchase of Grain.

Signature	
Name	
Date	
Company	
Address	



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