



Addendum No.76

Copyright
THE GRAIN AND FEED TRADE ASSOCIATION
MALTING BARLEY TERMS

** delete/specify as applicable*

Date

These terms are an addendum attaching to and forming part of contract dated

1. QUALITY

At the time of loading or discharge as required by the contract,

Warranted *Germinative energy/*Germinative capacity

The Germinative energy test to be carried out using the Aubry method for 120 hours as prescribed in method 3.6.1 of the "Analytica" of the European Brewery Convention.

The Germinative capacity test to be carried out using the Hydrogen Peroxide and Peeling method as prescribed in method 3.5.2 of the "Analytica" of the European Brewery Convention.

Moisture content%

Protein, dry basis, Kjeldahl method,.....%

Screening, full barley

Screening, small barley

Admixture%

Purity of Variety

The first test for all Purity of Variety Malting Barley shall be carried out by The National Institute of Agricultural Botany, Cambridge, in accordance with their appropriate tests for that variety. The second test, if required, shall be carried out by The Scottish Department of Agriculture Station, Edinburgh, in accordance with their appropriate tests for that variety. The costs for these tests shall be borne by the party giving the instructions, except when they are successful in obtaining an allowance, and then the costs shall be borne by the other party to the contract. Two additional samples to those specified in the sampling rules shall be drawn for the purpose of testing variety.

2. ALLOWANCES

(a) Moisture.

Any excess in the warranted maximum moisture content shall be allowed for off contract price on the following scale: -

1% for 1% up to the first 1% excess.

1.50% for 1% of the excess over the first 1% up to 2%.

Fractions in proportion.

(b) Admixture

Any admixture of dirt and foreign substances (including other grain and seeds) in excess of the percentage permitted shall be allowed for at contract price.

(c) Germination

Any deficiency in the warranted germination shall be allowed for off contract price on the following scale: -

0.50% for the first 1% deficient.
0.75% for the second 1% deficient.
1% each for the third, fourth and fifth 1% deficient.
Fractions in proportion.

Dormancy (if germinative energy is guaranteed)

If loading of UK and/or Irish new crop grain is effected before 1st November, the test for germination shall be made no earlier than 15th November, or if effected on or after 1st November, not earlier than two weeks after completion of loading, unless a committee appointed by Gafta shall decide by 14th November that due to the condition of the crop these periods shall be further extended. In all cases, the test to commence as soon as possible after the expiry of the relevant period.

(d) Screening

(i) Full Barley

Any deficiency in the warranted size shall be allowed for off contract price on the following scale: -

0.125% of the first 1% deficient.
0.125% for the second 1% deficient.
0.25% for the third 1% deficient.
0.50% for the fourth 1% deficient.
1% for the fifth 1% deficient.
Fractions in proportion.

If the deficiency exceeds 5% the allowance to be mutually agreed or settled by arbitration.

(ii) Small Barley

Any deficiency in the guaranteed size shall be allowed for off contract price on the following scale: -

0.25% for the first 1% deficient.
0.75% for the second 1% deficient.
1.50% for the third 1% deficient.
Fractions in proportion.

If the deficiency exceeds 3% the allowance to be mutually agreed or settled by arbitration.

(e) Purity of Variety.

(i) For any deficiency in the warranted purity of variety there shall be allowances off the contract price on the following scale: -

0.50% for the first 1% of other barley varieties, plus a further
1% for the second 1% deficient, plus a further
1% for the third 1% deficient.
Fractions in proportion.

(ii) Admixture of Winter Barley and Spring Barley. Notwithstanding the above clause, for any excess of winter barley in a named variety of spring barley above 4% there shall be an additional allowance on the following scale: -

For each 1% deficiency between 95.9% to 93%, 0.50% allowance.
For each 1% deficiency between 92.9% to 90%, 1% allowance.
Fractions in proportion.

(f) Where a variety is not named, but the contract calls for spring malting barley for any admixture of winter barley above 4% there shall be an allowance off the contract price on the scale set out in paragraph (e) (ii) above.

If the above allowance scales are exceeded and Buyers do not exercise their right of rejection as provided in Clause 4, allowances to be mutually agreed or settled by arbitration.

3. FINALITY

Where the analysis for warranties/guarantees is to be determined by Gafta or their appointed Analysts, or other accepted authority agreed by parties, samples and analysis instructions shall be in accordance with Gafta Sampling Rules No. 124.

4. REJECTION

Buyers have the right of rejection on the following: -

If deficiency in respect of germinative energy/capacity exceeds the allowance scale; or
if the protein guarantee is exceeded; or
if the moisture content is exceeded by more than 2% of the maximum warranty; or
if the deficiency in respect of Purity of Variety exceeds the allowance scale; or
if the admixture of Winter with Spring Malting Barley exceeds the allowance scale.

109 In the event of rejection the Buyers shall store the goods separately in a sealed place so that the identity and
110 condition of the goods is preserved, pending the results of the final analysis tests.
111
112 In the event that it is established upon receipt of the final analysis results that the Buyers should not have
113 rejected the goods then the Sellers shall be entitled to recover damages and proven extra expenses. If Buyers
114 were entitled to reject the goods, then damages and proven extra expenses incurred shall be borne by Sellers.
115 Any damages to be settled in accordance with the Default Clause. The right of rejection provided by the
116 addendum shall be limited to the parcel or parcels found to be defective.
117
118 This contract addendum is made upon the terms, conditions and rules of Gafta Contract No:
119 including the Gafta Arbitration Rules No. 125 and the above details shall be taken as having been written into
120 such contract form in their appropriate place. Both parties to this contract addendum admit the existence and
121 agree the conditions of the contract form referred to above.

Sellers Buyers