

CONDITIONS OF PURCHASE OF SEED
POTATOES (Adopted by The Scottish
Potato Trade Association and the
National Farmers' Union of Scotland).

1. SALE (a) If Seed Potatoes are delivered from stocks for which a certificate or report has been issued by the Department of Agriculture for Scotland under its Scheme for the Inspection of Growing Crops, such Certificate or report shall be conclusive evidence as to the purity and health of the Seed.
- (b) Uncertified Seed Potatoes supplied shall be held to conform to their description if 97% thereof are true to variety.
- (c) The Sale is made without warranty of germination or crop result.
2. PAYMENT Net cash within One calendar month from date of invoice. Thereafter interest at the rate of 1p. per £ per calendar month will be charged.
3. PROTECTION The Seller shall make reasonable arrangements for protecting the potatoes from damage up to the time of loading and during transit. The Seller shall provide adequate clean dry straw for the protection of the potatoes during transit (in the case of rail transport half a cwt. of straw for each ton of potatoes should be provided). While the purchaser shall take all reasonable steps to uplift the Seed Potatoes timeously, the potatoes shall remain at the Seller's risk until they are loaded on to the lorry or train by which they are to be transported. Subject to the fulfilment of the foregoing arrangements for protection however and in the event of the Purchaser making his own arrangements for the Seed to be transported by road the Seller shall not be responsible for frost damage to the Seed at the loading point occurring after a period of Three days from the day appointed for uplifting the Seed unless the uplifting and despatch of the Seed would be imprudent owing to adverse weather conditions.
4. DRESSING In respect of disease the tolerances specified in The Examination of Seed Potatoes (Scotland) Order 1970 or any supervening legislation shall be allowed as a limit of error.
- Where the size is described by riddles any potato which in any position passes through the stipulated maximum mesh, and any potato which does not in any position pass through the minimum mesh, shall be deemed to conform to size.
- An over all tolerance of 4 lbs. per cwt. shall be allowed in respect of dressing errors.
5. DELIVERY The Purchaser shall specify whether delivery is to be "Free on Rail" or "Ex Farm".
- Delivery is complete as soon as the Seller complies with the terms of delivery stated. When deliveries are made by instalments each instalment/

instalment shall stand as a separate contract. If the Purchaser makes default in any of the terms of the Contract the Seller shall have the option of cancelling the same or re-selling on the Purchaser's Account.

In the event of Potatoes being sold for delivery within a specified period, the Purchaser must give the Seller loading instructions on a date which will allow him a reasonable time to complete delivery within the specified period.

Deliveries may be postponed owing to adverse weather conditions. Deliveries may be postponed or subject to the agreement of the Purchaser and Seller cancelled in the event of their fulfilment being in any way prevented by Government instructions, Statutory Instruments, Rules, Orders, strikes, lockouts, civil commotions or any other similar causes beyond the Seller's control.

The terms of this Contract shall be subject to any supervening legislation

6. REJECTION
AND CLAIMS

If the Purchaser considers that he has grounds for rejection of the Seed notwithstanding that the goods have passed in transit from the point of loading, he shall, if requested by the Seller, clear the goods and take all necessary measures to mitigate damage or loss without prejudice to the claim of either party. Time being the essence of this Contract, however, notification of rejection, claim or complaint, must be made to the seller, giving a statement of the grounds for such rejection, claim or complaint, within Three days (within Ten days in the case of rejection, claim or complaint specifically in respect of Skinspot, Gangrene or Dryrot) after the arrival of the Seed at its destination. When the Seed is conveyed by road transport the destination shall be the first destination of the lorry on which the Seed is despatched and when the Seed is conveyed by rail transport the destination shall be the destination station of the waggon on which the Seed is despatched, declaring, however, when the seed is consigned "Home" by British Rail throughout the destination shall be the first destination of the British Rail transporter conveying the seed from the destination station. Declaring further however that in the event of the Seed being delivered to another party and not being taken into storage by the Purchaser and the Purchaser receiving from said other party valid timeous notification of rejection, claim or complaint in respect of said Seed the Purchaser shall be entitled to pass on the rejection, claim or complaint to the Seller notwithstanding that the said period of Three or Ten days, as the case may be, may have elapsed provided the rejection, claim or complaint is notified to the Seller promptly. It is specially provided and agreed that compensation and damages payable under any claim or claims arising out of this Contract under whatsoever/

whatsoever pretext shall not under any circumstances amount in aggregate to more than the contract price of the potatoes forming the subject of the claim or claims plus any direct handling expenses in respect of said potatoes for which the Purchaser is liable.

7. DISPUTES

All disputes arising out of this Contract shall be settled by Arbitration as follows:-

(a) As between members of the Scottish Potato Trade Association to two Arbiters to be nominated by the President of the Scottish Potato Trade Association from the Arbitration Committee of that Association and in the event of difference between said Arbiters to an Oversman to be appointed by the said President from said Arbitration Committee before the said Arbiters enter upon reference.

(b) As between a member and a non-member of The Scottish Potato Trade Association to two Arbiters, one to be appointed by each of the parties to the dispute and in the event of difference between said Arbiters to an Oversman to be nominated by said Arbiters before entering upon the reference.

In all arbitrations the Arbitration Tribunal shall be the sole judges of their procedure, provided that the Tribunal shall be bound to hear parties if required, but not to allow proof, and the Tribunal shall have power to take such skilled advice and such probation as they deem necessary and shall determine and have power to award expenses, including reasonable fees and outlays to the members of the Tribunal and to such men of skill as they consult.

8. INTER-
PRETATION

It is hereby declared that the foregoing Contract shall be regulated by the law of Scotland, and with regard to the enforcement of any award in an arbitration hereunder or otherwise where legal proceedings are necessary the parties agree to submit themselves to the jurisdiction either of the Court of Session or of the Sheriff of the County in which the Potatoes forming the subject of the Contract were grown.