

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 Cash before delivery if requested by Seller, otherwise 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 with straw from damage by frost at the loading point and during transport. Subject to the fulfilment of these 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 after Three days from the day appointed for uplifting the Seed.
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 both:-
- (a) with manipulation but without pressure being applied passes through the gauge of the upper riddle size quoted, and
- (b) in any position can be retained on the gauge of the lower riddle size quoted
- 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 Delivery is complete as soon as the Seller complies with the terms of delivery stated. The Seller shall have the right to make delivery by instalments and in the event of his doing so each lot 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 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/

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 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. Notwithstanding the foregoing it shall not be competent to the Purchaser to reject, claim or complain for any reason unless the Seed Potatoes shall have been properly stored during the period after their arrival at their destination. The Seller shall replace any Seed properly rejected by the Purchaser unless otherwise agreed. It is specially provided and agreed that compensation and damages payable under any claim or claims arising out of this Contract under 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.

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)/

(b) As between a Member and Non-Member of the Scottish Potato Trade Association to two Arbiters, one to be appointed by each of the parties to the dispute within one calendar month of being called upon to do so by the other party to the dispute, and in the event of difference between said Arbiters to an Oversman to be nominated by said Arbiters before entering upon reference. In the case of a dispute involving a Member of the Scottish Potato Trade Association and a Member of the National Association of Seed Potato Merchants and in the event of a party to the dispute failing to appoint an Arbitrator within the aforesaid period of one month, the other party to the dispute shall be entitled to call upon the President of the Association of which the party in default is a Member to appoint said Arbitrator.

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, INTERPRET-
. ATION

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 when 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.