

SUPPLEMENTARY PROVISIONS

for Transactions in Grain under Copenhagen Contract

Confederation of Danish Enterprise
Børsen
DK-1217 Copenhagen K
Tel.: +45 3374 6000
E-mail: Voldgiftsudvalget@danskerhverv.dk

SEED GRAIN

Transactions in seed grain

Effective from 15 September 2017

GENERAL PROVISIONS

The present provisions shall apply for transactions in both seed grain used as commercial seed and seed grain destined to be used as propagation material in production of seed grain under the seed grain scheme of the Danish Agricultural Agency, traded between seed grain companies and/or other traders on the Copenhagen Contract for transactions in grain with explicit reference to these Supplementary Provisions for seed grain.

The basis of the Supplementary Provisions shall be the rules of the Danish Agricultural Agency in force on compensation for seed grain. In the event of a decision being referred to the evaluation committee of Frøkontrolkommissionen (the Danish Seed Testing Commission) in accordance with the rules of the Danish Agricultural Agency, an evaluation will instead be made by the Copenhagen Adjudication and Arbitration Committee for the Grain and Feedstuff Trade (hereinafter referred to as the Arbitration Committee).

The claim for compensation shall be submitted to seller before December 1st or before the expiry of the season (July 1st – June 30th) in which the seed grain was sold.

1 BASIS FOR COMPENSATION

a) In connection with transactions in basic seed and certified seed grain of 1st and 2nd generation, any compensation shall be determined in any and all respects in pursuance of the rules of the Danish Agricultural Agency on the calculation of compensation for quality deficiencies against documentation for the purchase and for the lot delivered (for example the seller's invoice with specification of lot number).

Rye has two generations only: Basic seed and certified seed grain. The following provisions for basic seed and 2nd generation apply for warranties and compensation rules for rye.

b) Any quality deficiencies in basic seed and certified seed grain used as propagation material on a contract under the seed grain scheme of the Danish Agricultural Agency shall be evaluated in accordance with the rules of the Danish Agricultural Agency. However, further claims can be asserted in the event of the deficiencies being of such a nature that the crop in question cannot be approved by the Danish Agricultural Agency. If several lots are sown together, seller shall only be liable for compensation for the lots which do not meet the quality warranties stated in the contract.

Compensation can include a normal contract supplement and other relevant costs in connection with the growing.

c) The Danish Ministry of Agriculture's order on seed grain does not cover raw materials and, for this reason, the supplementary provisions lay down both warranties and compensation rules for such transactions between traders.

Unless otherwise stated and when reference is made in the contract to the Supplementary Provisions, these shall apply for the contract in any and all respects. Any disputes shall be submitted to the Arbitration Committee for settlement.

d) Analysis samples of raw materials:

In addition to samples in accordance with the provisions of the Copenhagen Contract, buyer shall be entitled to demand samples to be drawn and sealed in accordance with the Danish Agricultural Agency sampling rules for seed grain.

2 WARRANTIES

a) Cleaned seed:

The Danish Ministry of Agriculture's order on seed grain, EEC standards, Danish quality shall apply for cleaned seed of

- Basic seed
- Certified seed grain, 1st generation
- Certified seed grain (rye)
- Certified seed grain, 2nd generation

b) Raw materials:

A maximum moisture content of 15.5 % shall apply for all raw materials. If this limit exceeds the requirement for cleaned seed, the Danish Ministry of Agriculture's order on moisture content in seed grain shall apply.

Quality and purity:

- Good, sound, well-gathered and well-cleaned goods.

Unless otherwise agreed between the parties, the following shall apply for raw materials approved for cleaning of certified seed grain, EEC standards, Danish quality:

Content of other species of grain in 1 kg:

Certified seed grain, 1st generation:

A maximum of 7 kernels in all, of which

- in spring barley: not more than 2 kernels of oats,
- in oats: not more than 2 kernels of barley,
- in spring and winter wheat: not more than 2 kernels of rye,
- in winter barley: not more than 2 kernels of wheat and/or rye,
- in triticale: not more than 2 kernels of wheat and/or rye.

Certified seed grain of rye:

- Not more than 7 kernels in all, of which not more than 3 kernels of wheat.

Certified seed grain, 2nd generation:

- In spring barley: not more than 12 kernels in all, of which not more than 3 kernels of oats,
- in oats: not more than 8 kernels in all, of which not more than 5 kernels of barley,
- in spring and winter wheat: not more than 7 kernels in all, of which not more than 3 kernels of rye.
- in winter barley: not more than 7 kernels in all, of which not more than 3 kernels of wheat and/or rye.
- in triticale: not more than 7 kernels in all, of which not more than 3 kernels of wheat and/or rye.

Content of seed from species of plants other than grain:

All species and categories:

- 0 wild oats in 1 kg (oats 2 kg), 0 darnel in 1 kg and not more than 0.1 % other seed in all per kg, however, not more than 15 seeds of cleavers and not more than 2 seeds of wild radish and/or corn cockle.

Content of ergots:

- All species and categories: not more than 6 whole or broken pieces per kg.

Other warranties:

- In accordance with the Danish Ministry of Agriculture's order on seed grain, EEC standards, Danish quality.

3 COMPENSATION RULES

a) Cleaned seed:

Basic seed and certified seed grain, all generations, under the Danish seed grain scheme:

- Compensation calculation in accordance with the compensation rules for seed grain of the Danish Agricultural Agency, EEC standards and Danish quality.

If the maximum limits stipulated in the rules are exceeded, the question of compensation shall be settled by the Arbitration Committee.

Basic seed and certified seed grain, 1st generation, laid down for growing:

- If deficiencies in the seed result in the crop being rejected, the question of compensation may be submitted to the Arbitration Committee.

The claimant must provide documentation for the basis on which the rejection was made.

b) Raw materials:

Approved for cleaning for certified seed grain, all generations, EEC standards, Danish quality:

- Foreign seeds of cultivated plants:

1% of the contract price for each kernel of species of grain per kg in excess of the warranty up to 5% compensation. Any disputes shall be submitted to the Arbitration Committee for settlement.

- Weed seeds and ergots:

Wild oats, other weed seeds and ergots at the discretion of the Arbitration Committee.

- Other warranties:

In accordance with the rules of the Danish Agricultural Agency for transactions in seed grain, EEC standards, Danish quality, cleaned goods.