

**R.U.C.I.P.  
EUROPEAN  
COMITTEE**

# **RUCIP 2012**

**1<sup>st</sup> part:  
RUCIP 2012  
RULES AND PRACTICES**

**2<sup>nd</sup> part:  
RUCIP 2012  
RULES FOR EXPERT ASSESSMENT**

**3<sup>rd</sup> part:  
RUCIP 2012  
RULES FOR ARBITRATION**

**for Inter-European trade in potatoes**  
EDITION APPLICABLE FROM 1 MARCH 2012

TRANSLATED FROM THE ORIGINAL FRENCH TEXT

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# Rules and Practices of the Inter-European Trade in Potatoes

## INTRODUCTION

The economic evolution of Europe requires an on-going adaptation of trading behaviour and in particular of the Rules and Practices of the profession. The first European rules were established as early as 1956 through the efforts of the European Union for the Wholesale Trade in Potatoes, which became EUROPATAT, in defining professional practices and setting up a simple and efficient procedure for expert assessments and arbitration, known ever since by the acronym RUCIP.

The formation in 1964 of the RUCIP EUROPEAN COMMITTEE, grouping together EUROPATAT and the Cooperatives of the European Confederation of Agriculture (CEA), whose representative responsibilities had been taken over by INTERCOOP EUROPE, provided the justification for a new edition of RUCIP. This was taken in hand by the Committee who filled various gaps that had become apparent through trade practice. However, RUCIP had been set up only for trade between countries and could not be used for transactions within National boundaries.

When, in 1970, the European Union of Potato Processing Industries joined the RUCIP EUROPEAN COMMITTEE the common wish of the three organisations to standardise the different National codes, having in view a common European market and taking account of developments in the economic situation of potatoes, led the RUCIP EUROPEAN COMMITTEE in 1972 to rework the Rules and Practices including the rules governing expert assessments and arbitration.

In 1986, the RUCIP EUROPEAN COMMITTEE decided to issue a modified edition of RUCIP - replacing the edition of 1972 - for all contracts referring to RUCIP concluded from 1 Sept. 1987. RUCIP was been modified in 1993, 2000 and in 2006.

All these consecutive modifications have made it necessary to simplify RUCIP and bring it up to date. This latest edition, RUCIP 2012, comes into force on 1 March 2012.

Without cancelling any national rules, which is in any case not within their powers, the three professional organisations:

- **EUROPATAT** Rue de Trèves 49-51 bte8, B – 1040 BRUSSELS
- **INTERCOOP EUROPE** c/o Aveve n.v. Minderbroederstraat 8, B-3000 LEUVEN
- **EUPPA (European Potato Processor's Association)** Kerkstraat72, B-9160 LOKEREN

who make up the **RUCIP EUROPEAN COMMITTEE** recommend all their members to use for their National and European transactions the current Rules and Practices and the Rules governing expert assessments and arbitration, whose acronym remains RUCIP, under which name these rules have been tried and tested.

**The RUCIP EUROPEAN COMMITTEE**  
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## ORGANISATION:

The following definitions apply:

- a) **RUCIP:** The whole body of the Rules and Practices of the Inter-European Trade in Potatoes and the Rules governing Expert Assessments and Arbitration of the European Committee.
- b) **European Committee:** the Committee is made up of representatives nominated by Europatat, Intercoop Europe and EUPPA.
- c) **National Committee:** the Committee is made of representatives nominated by national trade bodies concerned with wholesale trade in potatoes, national cooperative bodies and national bodies of the potato processing industries.
- d) **European Delegate:** the Delegate nominated by the European Committee to take charge of its general secretariat.
- e) **Deputy European Delegate:** the Delegate nominated as above who will carry out the duties of the European Delegate whenever he/she is unable to do so.
- f) **National Delegate:** the Delegate nominated by the National committee in each country to take charge of its secretariat and arrange expert assessments.
- g) **Deputy National Delegate:** the Delegate nominated as above who will carry out the duties of the National Delegate whenever he/she is unable to do so.
- h) **National Office for Expert Assessments:** the office empowered by the National Delegate to nominate experts.
- i) **Arbitration Authority:** the Arbitration Commission of RUCIP in First or Second Degree or the national arbitration authority competent to handle cases between RUCIP contracting parties.
- j) **RUCIP Arbitration Commission:** the Arbitration Commission of First Degree or Second Degree as prescribed by Article 1 of Chapter 1 of the Rules of Arbitration.
- k) **Trade outside the Community and internal:**
  - Internal trade: those trades between operators whose registered offices headquarters are situated within the European Community.
  - Trade outside the Community: those trades between operators where at least one has its headquarters outside the European Community.

*The organisation is shown below:*

**EUROPEAN COMITTEE**

**EUROPEAN DELEGATE**



**NATIONAL COMITTEE / EUROPEAN COMITTEE**

**NATIONAL DELEGATE / EUROPEAN DELEGATE**



**NATIONAL / EUROPEAN  
OFFICE FOR  
EXPERT ASSESSMENTS**



**NATIONAL / EUROSPAN  
OFFICE FOR  
ARBITRATION**

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# **FIRST PART**

<p><b>RUCIP 2012 RULES AND PRACTICES</b></p>
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## CHAPTER I

### GENERAL ARRANGEMENTS

#### **Article 1                   Area of application**

1.1. Unless there is a contrary agreement, the following rules are, applicable to all potato business (sales, purchases, brokerage, commission, transport, storage, insurance, etc.) concluded by all contracting parties who make reference to them.

Any modifications which the parties may agree should be noted in writing.

N.B.: In some signatory countries the arbitration clause has to be explicitly signed by the co-contracting parties.

1.2. The present Rules and Practices may be agreed for any transactions with or between contracting parties of countries which are not members of the European Committee.

1.3. The acceptance by the parties of these Rules and Practices implies, in case of dispute, exclusive recourse to arbitration under the conditions laid down in Article 31.

The arbitration authority rules as last resort in accordance with the rejection of appeal contained in the general arrangements of Article 31 of the Rules and Practices

1.4. The acronym RUCIP means, in written telecommunications (as defined in Annexe No. 1) and written communications (offers, confirmations or contracts, general conditions of sale or purchase, etc.), the explicit acceptance of the present Rules and Practices, including the compromise clause, as well as the Rules for Expert Assessment and Arbitration Rules.

1.5. In cases where RUCIP applies, all treaties or international commercial conventions do not apply.

## CHAPTER II

### THE CONTRACT

#### **Article 2                    The offer: time limits for acceptance and confirmation**

- 2.1 Unless otherwise stated, all offers are considered firm. The acceptance of a firm offer must be made to the offering party within the time limit fixed by them.
- 2.2 In the case of offers subject unsold, the offering party must give a confirmation to the accepting party within the time limit fixed by the latter.
- 2.3 In all cases, if the time limits have not been fixed, the acceptance or the confirmation should arrive within 18 working hours of the sending of the offer or the acceptance.

The limit of 18 working hours is reduced to 9 working hours if new potatoes are concerned.

#### **Article 3                    The contract: conclusion and confirmation**

- 3.1 Business may be concluded verbally or in writing, directly or through an intermediary. A contract is concluded as soon as the parties reach an agreement and this can be noted by any means.
- 3.2 A deal concluded verbally should be confirmed at least by written telecommunication by at least one of the contracting parties. The confirmation established by an intermediary is valid when none of the parties confirms themselves.
- 3.3 In all cases it is understood that the written text contains all the conditions agreed and that there is no outstanding verbal clause. Any verbal stipulations made after the conclusion of the contract should be confirmed without delay in writing and are considered as Annexes to the contract.
- 3.4 Any disagreement with the written confirmation or the Annexes should be made by written telecommunication within 18 working hours of receipt. This time limit is reduced to 3 working hours in the case of new potatoes.
- 3.5 When confirmations containing clauses with differences cross, that of the seller, or in its absence that of the intermediary, shall prevail unless there is a protest by written telecommunication from the buyer within 18 working hours of its receipt. This period is reduced to 3 working hours for new potatoes.

#### **Article 4                      The contract: the subject, other clauses and reservations.**

- 4.1 Apart from the reference to RUCIP, the contract will, in principle, stipulate: the names, domiciles and registered offices of the contracting parties, the nature of the goods, the quantity, the variety, the class, the size, the cubic volume, the origin, the price, the packaging, the place and period of delivery, the destination, the frost protection measures, the methods of dispatch and transport to be used, and the methods of payment.
- 4.2 If it is not precisely stated otherwise, the price shall always be per 100 kg, packaging included, frost protection not included. When business has been concluded on the day of dispatch, or the price is to be fixed on a particular day, the confirmation shall clearly define the basis on which the price will be calculated.
- 4.3 When the potatoes are contracted from a specific origin or region, they shall be delivered from that origin or originate from the stated region.
- 4.4 All the rules of the importing country with regard to quality, packaging and labelling of the goods, even if they are not mentioned in the contract, shall take precedence over any contrary clauses and over the RUCIP code. In the case of clauses contrary to these rules or modification of clauses after the conclusion of the contract, the buyer is responsible for any consequences that may arise, subject to the buyer informing the seller of them.
- 4.5 When a contract does not contain the reservation that statutory official documents be obtained, the buyer and/or the seller are responsible for the consequences which may arise if they do not have the required documents for the potatoes which are the subject of the contract. The reservation should state precisely the description of the document/s to which it applies.
- 4.6 The refusal or withdrawal of these documents cannot be considered as case for exemption in the sense of *force majeure* (Article 27) unless it is a general measure, unforeseeable, of prohibition of export or import concerning the goods.
- 4.7 For the application of Chapters V, VI, VII and VIII of the RUCIP Rules and Practices, all partial deliveries shall be considered as separate deliveries.

#### **Article 5                      Fixed-term contract**

- 5.1 All contracts are considered as being fixed-term contracts.

#### **Article 6                      Definition of time limits - Time limits for execution**

- 6.1 Unless otherwise provided for in these present Rules for the fixing of time limits it is understood as follows:

<b>Hour</b>	- legal hour from 0 to 24 h in the country of execution of the obligation or realisation of the event - including Saturdays, Sundays and official holidays
<b>Day</b>	- every day without exception from 0 to 24 h
<b>Week</b>	- a period of seven consecutive days without interruption

<b>Official holiday</b>	<ul style="list-style-type: none"> <li>- a legal holiday in the whole of a country or in the region where the place a contractual event should happen.</li> <li>- official holidays in certain regions of a country.</li> </ul>	
	<b>Potatoes other than new potatoes</b>	<b>New potatoes</b>
<b>Working hour</b>	<ul style="list-style-type: none"> <li>- 8 to 17 h on working days</li> </ul>	<ul style="list-style-type: none"> <li>- 8 to 17 h on working days</li> <li>- 8 to 12 h on Saturdays</li> </ul>
<b>Working day</b>	<ul style="list-style-type: none"> <li>- every day from 8 to 17 h, except Saturdays, Sundays and official holidays</li> </ul>	<ul style="list-style-type: none"> <li>- every day from 8 to 17 h except Saturdays after 12 h, Sundays or holidays. Saturday is a working day from 8 to 12h</li> </ul>
<b>Working week</b>	<ul style="list-style-type: none"> <li>- from 8 h Monday to 17 h Friday except on holidays</li> </ul>	<ul style="list-style-type: none"> <li>- from 8 h Monday to 12 h Saturday except on holidays</li> </ul>

- 6.2 In case of sending a written telecommunication confirmed by letter with acknowledgement of receipt, the starting point for the time limit is that of the first written telecommunication
- 6.3 Written telecommunications or written communications which arrive on a working day after 17 h, a Saturday, a Sunday, a National holiday or after 12 h on the eve of a holiday are considered to have arrived on the first working day thereafter. Such communications concerning new potatoes which arrive on Saturday after 12 h are considered to arrive on the first working day thereafter.
- 6.4 If the last day of a term defined in days falls on a Saturday, Sunday or National holiday (for new potatoes, on a Sunday or a National holiday), the term is extended to the first working day thereafter. If for new potatoes the last day is a national holiday which falls on a Saturday, the term is extended to 12 h on the first working day thereafter.
- 6.5 If the expiry of a time limit defined in hours falls on the eve of a National holiday after 12 h (for new potatoes a Saturday after 12 h or the eve of a holiday after 12 h), this time limit shall be interrupted on that day at 12 h; the remaining hours shall be counted from 8 h on the first working day thereafter.
- 6.6 If there is no condition to the contrary in the present Rules and Practices or a special condition between the contracting parties, the time limits are counted without interruption, National holidays included.
- 6.7 The time limits for execution given in the present Rules and Practices do not include the day on which the contract is concluded, the day on which a written communication or telecommunication arrives at its destination, or the day on which goods are received, with the exception of those matters which must necessarily be settled on the same day.

## CHAPTER III

### THE GOODS

#### **Article 7                      Definition of lot**

A lot is considered to be a load, or part of a load having the following characteristics in common:

- The same origin,
- The same region of production,
- The same variety,
- The same type, for new potatoes,
- The same riddle size (square mesh)

#### **Article 8                      Seed potatoes**

8.1 Only those complete tubers which are certified by an official certification body shall be considered as seed and suitable for use for production purposes.

8.2 Seed potatoes should be sold commercially in sufficiently homogeneous lots either:

- in new packaging, sealed and provided with tamper-proof closure and an official label;
- in bulk, provided with tamper-proof closure and accompanied by official labelling and a transport document.

8.3 A lot should remain in its natural state and with the riddle size stipulated in the contract.

8.4 Seed potatoes must be of the variety, category and class, origin, conditioning, from the area and of the riddle size stipulated in the contract.

They must be:

- free of internal and external defects
- free of frost damage

8.5 Tolerances allowed in seed potatoes:

Apart from contrary specifications, seed potatoes have to conform to the certification standards of the country of origin. Certification does not mean approval of the goods.

In the absence of indications in the contract or further information in the certification standard or doubt about the certification standard, refer to the tolerance table for seed potatoes below:

Characteristic	Tolerance allowed by weight		Cumulative tolerance
	%	Specifications	
a) Dry and wet rot and/or late blight	1%	of tubers except if the rot is caused by quarantine diseases, in that case see Annex 4, for which no tolerance is allowed.	Total tolerance 6% by weight from a) to e) inclusive
b) common scab	5%	tubers affected on over 1/3 of the surface.	
c) silver scurf	5%	of tubers affected. Only tubers which have lost some of their turgidity and with at least one eye affected are considered to be affected.	
d) powdery scab	3%	of tubers affected over a specific percentage of their surface (> 10% of the surface).	
e) external defects (e.g. deformed, damaged)	3%	of tubers in a manner which will affect the germinative value of the tubers.	
f) Rhizoctonia	5%	of tubers affected over a specific percentage of their surface (> 10% of the surface).	
g) sprouted tubers	33%	on condition that the sprouts are not at a more advanced stage than: - practically not sprouted up to 31 <sup>st</sup> January - 10 mm from 1 February to 15 March - 15 mm from 16 <sup>th</sup> March	
h) out of size	3%	of tubers below or above the respective minima or maxima for the specified riddles.	
i) presence of earth and foreign bodies	2%		

8.6 Any chemical treatment at the request of the buyer should be agreed when the contract is made and should be mentioned on the label.

## **Article 9                      New potatoes**

9.1 New potatoes are considered to be:

- a) those potatoes which are harvested before their complete maturity, marketed immediately after lifting and with skin which can be easily removed without peeling;
- b) potatoes with firm skin if the term “new with firm skin” is used in the contract and if the regulations of the dispatching country and the country of destination allow it. For these potatoes, the time limits and “new” conditions provided for in RUCIP apply.

All other potatoes are considered as ware potatoes.

9.2 New potatoes should possess the minimum qualities given below.

9.3 A lot should retain its natural form within the grading stipulated in the contract.

9.4 In case of the ‘all grades’ stipulation, the potatoes have to be delivered in the natural composition of the lot, as they were harvested, without any addition or removal of tubers.

Apart from contrary agreement and as an exception to the tolerances below, the tare (earth, pebbles, waste and, in general, all bodies foreign to the potato tuber) comprised in the delivery cannot be more than 30%, including 2% rot. Otherwise the delivery can be purely and simply refused.

9.5 Subject to the tolerances allowed in the table below, the tubers should be:

- whole,
- healthy,
- practically clean,
- firm,
- without abnormal external moisture,
- free of smell and/or foreign taste,
- free from external or internal defects which could spoil their appearance or their quality (such as are given in the table of tolerances allowed for new potatoes),
- free of frost damage,
- free of deep common scab of 2 mm or more.

Characteristics	Allowed within the tolerance (by weight)	Allowed as long as the defect does not damage the appearance or the quality of the lot
<b>a) limited to 4%</b>		
cracks, fissures, cuts, bites, bruises, pricks	more than 3.5 mm depth	From 0 to 3.5 mm depth
fresh crevices	idem	idem
deformities	serious	slight
wizened	whatever the size of the defect	excluded
rust stains, hollow centres, other internal defects	whatever the size of the defect	excluded
brown stains due to sunlight	whatever the size of the defect	excluded
superficial common scab	more than ¼ of the surface to a limit of 1% within the tolerance of 4%	up to ¼ of the surface
greening	more than 1/8 of the surface and/or one peeling and intense greening with a limit of 1% inside the tolerance of 4%	slight, covering 1/8 or less of the surface less than one peeling
- dry rot - wet rot	whatever the size of the defect with a limit of 1% within the overall tolerance of 4%	excluded
late blight	whatever the size of the defect with a limit of 1% within the overall tolerance of 4%	excluded
<b>b) limited to 1%</b>		
waste (earth whether adhering or not) foreign bodies.		excluded
<b>c) limited to 2%</b>		
other varieties		
<b>d) limited to 3%</b>		
grading size different to that agreed	no tuber less than 22 mm or 10 g	
<b>e) no tolerance</b>		
uniformity of skin and flesh colour		
quarantine diseases, see Annex 4		

9.6 Sampling as the basis for payment has to be performed, apart from contrary stipulations and the seller having been invited to participate, at the latest before the end of the working day following that of arrival of the goods at the destination. Otherwise no reduction whatsoever will be allowed.

## **Article 10                      Ware potatoes**

10.1 Ware potatoes are considered to be those harvested at full maturity and suitable for storage.

10.2 In case of the 'all grades' stipulation, the potatoes have to be delivered in the natural composition of the lot, as they were harvested, without any addition or removal of tubers.

Apart from contrary agreement and as an exception to the tolerances below, the tare (earth, pebbles, waste and, in general, all bodies foreign to the potato tuber) comprised in the delivery cannot be more than 30%, including 2% rot. Otherwise the delivery can be purely and simply refused.

10.3 A lot should be composed of tubers graded through a square mesh riddle of the shape and appearance normal for the variety. A lot should remain in its normal composition Unless otherwise agreed, the minimum size is fixed at 35 mm.

10. Subject to the tolerances allowed in the table below tubers should be:

- whole,
- healthy,
- practically clean,
- have well formed skin,
- firm,
- unsprouted,
- without abnormal external moisture,
- free of smell and/or foreign taste,
- free from external or internal defects which could spoil their appearance or their quality,
- free of frost damage,
- free of deep common scab of 2 mm or more.

<b>Characteristics</b>	<b>Allowed within the tolerance (by weight)</b>	<b>Allowed where the defect does not harm the quality or appearance of the lot</b>
<b>a) limited to 6%</b>		
cracks, fissures, cuts, bites, bruises, pricks	more than 5 mm deep	from 0 to 5 mm deep
growth cracks	idem	idem
bruising	idem	idem
deformities	serious	slight
wizened	whatever the degree of the defect	excluded
sprouted tubers	greater than 3 mm long	from 0 to 3 mm long
deep common scab, powdery scab	whatever the degree of the defect	excluded
superficial common scab	more than 1/4 of the surface	up to 1/4 of the surface
greening	more than 1/8 of the surface and/or more than one peeling	slight, covering 1/8 or less of the surface and less than one peeling
- dry rot - wet rot	1% maximum within the framework of the 6% tolerance	excluded
late blight	1% maximum within the framework of the 6% tolerance	excluded
<b>b) limited to 2%</b>		
waste (earth whether adhering or not) foreign bodies.	including a maximum of 1% of earth adhering to the tubers	
variety or varieties other than stated		
<b>c) limited to 3%</b>		
grading different to that agreed		
<b>d) no tolerance</b>		
quarantine diseases, see Annex 4		

10.5 Sampling as the basis for payment has to be performed, apart from contrary stipulations, and the seller having been invited to participate, at the latest before the end of the working day following that of arrival of the goods at the destination. Otherwise no reduction whatsoever will be allowed.

10.6 The “washable” stipulation is considered as not written in the absence of further explanation of the agreed criteria or referral to the reference grid

## **Article 11                    Industrial potatoes for processing into products for human consumption**

11.1 In case of the 'all grades' stipulation, the potatoes have to be delivered in the natural composition of the lot, as they were harvested, without any addition or removal of tubers.

Apart from contrary agreement and as an exception to the tolerances below, the tare (earth, pebbles, waste and, in general, all bodies foreign to the potato tuber) comprised in the delivery cannot be more than 30%, including 2% rot. Otherwise the delivery can be purely and simply refused.

11.2 Industrial potatoes for processing into food products for human consumption should show, on reception, the minimum qualities as below:

- a) belong to the same variety, be:
  - healthy,
  - firm,
  - unsprouted,
  - free of any abnormal smell or taste.
  
- b) not be:
  - affected by common deep or superficial scab, when this covers more than a quarter of the surface of the tuber
  - damaged, when the damage penetrates more than 5 mm into the tuber
  - frosted, greened, deformed, wizened, affected by wet or dry rot, with rust stains, glassy, with internal sprouting, damaged by worms or larvae, with hollow centres.

Deliveries should be free of earth (according to the agreement between the parties), stones and foreign bodies.

11.3 Potatoes in bulk are graded on a square mesh. Unless there is a special agreement the screening shall be from 35 mm and over for potatoes of "any origin"<sup>(1)</sup>. A lot should remain in its natural composition without the removal of a particular size fraction or the addition of out grades from other lots.

11.4 Tolerances:

- a) *quality tolerances:*

A maximum of 8% by weight of tubers not conforming to the minimum characteristics is tolerated. Nevertheless, within the limits of this tolerance, a maximum of 3% waste is allowed, of this a maximum of 2% tubers affected by dry or wet rot.
  
- b) *size tolerance:*

A maximum 3% by weight of tubers below the minimum agreed size is allowed.

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<sup>1</sup> The French wording is "tout-venant" meaning goods from any source without definition as to variety, area of origin etc.

11.5 The reducing sugars content, the specific gravity or the starch content, and the maintenance of a predetermined temperature during the storage period and until delivery should be defined in each case in the contract terms. These will depend on the required end-product of the processing.

The contract terms may be:

- the number of tubers per 10 kg, by size,
- the definition of defects (both minor and major) by number of tubers,
- the glassiness,
- the colour when cooked.

**Article 12 Industrial potatoes destined for the production of alcohol or animal feed**

12.1 These potatoes are delivered as harvested, without grading or the addition of out-grade potatoes from other lots, sound, with a starch content of at least 15%.

At reception the deliveries should be free of frozen potatoes and waste matter such as earth, separated sprouts, stones and foreign bodies, as well as tubers affected by wet or dry rot.

12.2 The tolerances below are permitted (% by weight)

- a) *Waste: 2%*  
Allowance if above 2%  
Rejection if above 12%, or above 6% in the case of wet rot
- b) *Frozen tubers: 10%*  
Rejection if above this tolerance
- c) *Damaged or blemished tubers: 20%*  
Allowance if above this tolerance
- d) *Tubers with diseases, which do not seriously affect the processing value (internal rust spot blackening, common scab, slight late blight): 20%*  
Allowance above this tolerance
- e) *Green or strongly sprouted tubers*  
The buyer has the right to claim and can set off against the value the costs of redressing as well as for loss in weight.
- f) *If a lot contains 25% or more potatoes which go through a riddle with square 28 mm mesh, hereafter called "out-grades", the following allowances apply:*

<i>Percentage of out-grades</i>	<i>Percentage of allowance</i>
- from 25 to 30%	- 10%
- from 31 to 40%	- 15%
- from 41 to 50%	- 20%

If the proportion is over 50% the lot may be refused.

12.3 If the total of defects shown under b), c) and d) is over 20% the buyer has the right to refuse the delivery.

## **Article 13                   Quantity**

- 13.1 For delivery by lorry or container, the party giving the order for the transport must check that the quantity loaded does not exceed the total weight permitted for the vehicle in the countries to be crossed.
- 13.2 For bulk loads, a tolerance of  $\pm 5\%$  is allowed within the limit of the total weight permitted for the vehicle.
- 13.3 If the weight sold is only stated as approximately (about), a delivery of  $\pm 5\%$  is allowed within the limit of the total weight permitted for the vehicle in the countries to be crossed.
- 13.4 If the contract states that the goods should be tared by the buyer, the seller should deliver the quantity as a net weight.

## **Article 14                   Weight**

- 14.1 In the case of a load in packages (sacks, cartons, pallets, boxes, big bags, etc.) of uniform weight, the weight for the invoice should be the number of packages multiplied by the unit weight.
- 14.2 In the case of a bulk load, the net weight to be invoiced is that registered on departure being the difference between the weight of the vehicle loaded and the weight of the vehicle empty. If the difference of the tare is over 2%, the totality must be taken into account in full.
- 14.3 When the agreed weight to be loaded is not achieved (within the limits of Article 13.1) and there is a difference in cost for dead freight, this difference is for the seller's account.
- 14.4 Weight difference should be noted by the buyer on unloading. Claims for weight difference should be sent by the buyer to the seller or the intermediary by written telecommunication in the following time limits:
- a) in the case of missing packages from a rail delivery, or for unit weights which are not as agreed in the contract, or for underweight packages; as soon as it is noticed or, at the latest, 18 working hours after unloading. This limit also applies to new potatoes and for these only an overall tolerance of 2% loss in weight is allowed. Any short weight greater than this should be claimed for as below;
  - b) in the case of bulk delivery by rail, within three working days after unloading;
  - c) in the case of delivery by lorry or container as soon as it has been observed and in the presence of the haulier or his representative.
- 14.5 The short weight should be noted on the CMR or the consignment note or any other official or authenticated document and sent to the seller within 10 working days.
- 14.6 In the case of transport by rail the costs of weighing the wagon empty and loaded are to seller's account. The costs of check weighing at the unloading are for buyer's account; if the tare difference is more than 2% of the tare given on the wagon, the costs are for the seller's account.

**Article 15                    Packaging / package format**

- 15.1 With the reserve that it should conform to any official requirements of the country of destination, the type of packaging shall be agreed between buyer and seller when the contract is concluded.
- 15.2 In the case of a delivery using the buyer's packaging, the buyer must send this to the seller at the required address, in reasonable time and at his own cost.
- 15.3 For seed potatoes, the packaging must obligatorily be new, and for any given lot, should be of uniform weight and identical, unless there are contrary indications in the contract.

**Article 16                    Loading and Dispatch**

- 16.1 The means of transport should be suitable for the transport of the contracted potatoes, clean, without residues and should be free of foreign bodies as regards bulk .
- 16.2 Without the agreement of the buyer, confirmed by written telecommunication, potatoes should not be loaded during frost.
- 16.3 During times of high temperature, the means of transport should be equipped with ventilation systems and/or refrigeration.
- 16.4 On the loading day the seller should send notice of dispatch to the buyer by written telecommunication. This should give the identity number of the means of transport used, the type of goods and the loaded weight.

**Article 17                    Frost Protection**

- 17.1 Frost protection should be arranged as required by the buyer and at his cost. In the case of delivered sales it is the responsibility of the seller and for his account.
- 17.2 The method of frost protection to be used in non-insulated means of transport is decided by the buyer. The details of this should be given to the seller at the same time as the dispatch instructions. If no precise instructions are given at the latest 3 hours before loading, the seller should act in good faith and use whatever packaging he considers necessary, taking account of the temperatures. The costs of the packaging are for the buyer's account.

In case of frost at the dispatch site, Article 16.2 applies.

- 17.3 Where frost protection is used, the door should be carefully blocked. For frost protections Nos. 1, 2 and 3 defined in Annex no. 2, the material used for the protection of the walls should be above the loaded height, so that it can be bent back over the load, which should then be covered with insulating material.

- 17.4 Insulated vehicles do not have to be equipped with frost protection, except if specifically required by the buyer. Nevertheless, in order to avoid any contact with the potatoes, the internal metal parts (walls and floors) should be insulated with a layer of cardboard.
- 17.5 Any other frost protection measures should be agreed specifically between the parties.
- 17.6 Where a means of transport other than a lorry or container is used, the type and material of the packaging as well as the type of vehicle should be agreed specifically by the parties.

## CHAPTER IV

### COSTS AND RISKS OF TRANSPORT

#### Article 18 Transport and allied costs

If there is no reference to Incoterms in the contract between the parties, the articles below apply:

- 18.1 For sales “at point of dispatch” the costs of transport are for the buyer's account. In the case of transport by lorry or container, it is understood that there will be one loading point in the region stated in the contract. If this is not the case, the extra transport costs are for the seller's account.
- 18.2 For sales "delivered to place of destination" the transport costs are for the seller's account. In the case of transport by lorry or container, it is understood that there will be one unloading point stated in the contract. If this is not the case the extra transport costs are for the buyer's account.
- 18.3 For “delivered” sales all costs are for the seller's account. In case of total or partial change in destination, the additional costs are for the account of the buyer.
- 18.4 For all the types of sales described above, in trades outside the Community, all costs for customs and export documentation are for the seller's account; customs and import documentation costs are for the buyer's account.  
The costs of parking or inactivity, and demurrage occurring at the frontier because of the lack of export documents are for the seller’s account, or for the buyer if it concerns import documents.
- 18.5 Even when the transport costs are for the seller’s account, the seller has the right to send goods with transport payable on arrival. The buyer should then pay the transport costs and deduct them from the invoice.
- 18.6 If the goods are refused for plant-health reasons by the relevant authority of the destination country, all the transport and allied costs are for the seller's account. This clause applies to all types of sale, except when the sale has been agreed with quality inspection at loading and the buyer has carried out the inspection.

## **Article 19                      Modification of costs**

All modification to fiscal taxes, customs duties, transport rates, other transport costs or other costs which may be imposed by an authority, before or during the execution of a contract, are to the benefit or cost of the party which is responsible under the terms of the contract for such costs, when the changes occur in whatever countries the goods transit through.

The seller's country is considered to be that from which the delivery of potatoes is made.

The buyer's country is considered to be that which is the destination of the potatoes.

## **Article 20                      Transfer of risks**

20.1 Unless there is reference to Incoterms in the contract between the parties whatever the type of sale agreed, with the exception of "delivered" sales, the risks of deterioration during transport are for buyer's account, except if the seller is at fault either before or during loading.

20.2 Unless otherwise agreed the transport risks pass from the seller to the buyer:

- a) in the case of sales "ex" (on the chosen means of transport) or "franco" (transport paid to place of destination), as soon as control of the vehicle is taken by the haulier when the seller has completed loading, and at the moment when the goods are loaded on the means of transport when loading is carried out by the transporter.
- b) in the case of "delivered" sales, at the moment when the buyer has to take delivery of the goods at the agreed destination.

20.3 In the case of maritime or water-borne sales, the risks are for the seller's or the buyer's account, depending on the type of sales contract.

20.4 In the case of damages which could be blamed on the transporter (for example the railway) the receiver is obliged to have an assessment of the damage made in the required form and to inform the seller without delay. The buyer should take all the necessary steps even when the transport risks are for the seller's account.

20.5 The requirement to undertake an assessment of the damage does not change in any way the form or time limits which the buyer should observe with regard to the seller.

## CHAPTER 5

### DELIVERY AND PAYMENT

#### **Article 21                    Delivery**

- 21.1 Whenever possible the contract has to always define the modalities and dispatching and delivery times.
- In case of delivery “within a given period” the buyer has to give his instructions on delivery, leaving the seller a period of at least 5 working days for execution.
  - In case of delivery “staged within a determined period” the deliveries have to be requested according to preceding modalities, in the agreed period, in several lots that are more or less equal and at more or less equal intervals.
- 21.2 If the intermediary so provides, communication on delivery between the parties can be done by the intermediary who took part in concluding the contract, who has to adhere to the times laid down in these Rules and Practice. A time limit by the buyer in giving dispatch instructions entitles the seller the right to delay delivery by an equivalent period.
- 21.3 If there are several contracts for similar goods, and no delivery time is stipulated, the contracts should be delivered in the order in which they were agreed.
- 21.4 The periods stipulated in the contract, as defined by the present rules and practice, are binding, unless there is a contrary stipulation confirmed in writing.
- 21.5 If the contract entails several deliveries, each delivery should be considered as a separate contract.

#### **Article 22                    Place and date of delivery**

- 22.1 The place of execution of a delivery is the place of loading of the goods on the agreed means of transport, except in the case of "delivered" sales.
- 22.2 The date of execution for the seller is that on which the goods are delivered to the transporter, except in the case of "delivered" sales. The information given on the transport documents provides evidence of this unless there is proof to the contrary.

#### **Article 23                    Means of payment**

- 23.1 The means of payment should be agreed and stated in the contract, in accordance with the legislation in force in the country in which payment has to be made.

If there is no special legislation or agreement, the parties are considered to have agreed payment within a period of 30 days after dispatch of the goods.

- 23.2 Execution of the payment clauses does not imply unreserved acceptance of the goods.
- 23.3 If a difference arises the buyer is obliged to pay, at the due date, any amount that is not contested, without waiting for the result of any hearing.

In a case where, without justification, a buyer does not pay at the due date laid down in the contract, interest for late payment as well as bank charges, costs of returning drafts, of making protests etc. shall be due automatically.

The same goes for a case of reduction made by the buyer, whatever the reason, in the absence of prior and written approval from the seller.

Unless there is a contrary stipulation, the arrears interest rate is the valid rate in the country of the debtor.

- 23.4 If, after the conclusion of a contract, information on the financial status of the buyer is so unfavourable that term payment presents an obvious risk and if the real status of the buyer was not known to the seller, the latter has the right to demand bank guarantees or advance payment for the amount in question, without taking account of the payment conditions agreed in the contract. The seller should give the buyer a time limit of 7 working days to comply, if this does not happen he can refuse the delivery and may also claim for damages.
- 23.5 Intermediaries and commercial auxiliaries (brokers, commercial agents, representatives, etc.) have the right, unless there is a special agreement to their brokerage or their commission as soon as a deal is agreed by the parties.

## CHAPTER VI

### NON-EXECUTION - NON-PAYMENT - REASONS FOR EXEMPTION

#### **Article 24                      Default - Extra time - Expiry of contracts**

24.1 Unless the parties have agreed in writing, non-execution by one of them of obligations relating to the dispatching instructions or delivery will lead to automatic termination of the contract, without the need to give notice of default.

From the period of expired execution and no later than within 30 days from the date of termination of the contract, the party that is not at fault can by registered letter with acknowledgement of receipt request compensation of his loss according to the modalities provided for in Article 25. Otherwise termination will be deemed to have occurred without damages and interest and the contract will be null and void.

24.2 When one of the parties has demonstrated in writing his refusal to execute the contract or if execution has become impossible, the other party can announce its termination and request compensation of his loss according to the modalities provided for in Article 25, without waiting for the end of the period of execution of obligation by the other party, provided his complaint is formulated within 30 days.

24.3 Communication between the parties as regards the present article can be effected, if confirmation provides for it, by the intermediary of the broker who took part in concluding the contract, whereby however the time limits provided for in the present code have to be adhered to.

#### **Article 25                      Calculation of loss**

As regards the goods, to define their loss:

25.1 The seller may:

- a) resell the goods, either through an established broker or directly; or
- b) claim as damages the difference between his sale price and the market price on the day of termination, without re-selling the goods; or
- c) make a claim for loss of profit.

25.2 The buyer may:

- a) buy goods of the same quality, origin and packaging as that agreed in the contract, either through an established broker or directly; or
- b) claim the difference between the purchase price and the market price on the day of termination, without buying in replacement; or
- c) make a claim for loss of profit.

25.3 Moreover, the party at fault is responsible for all the costs and damages caused by such default. The other party must be able to justify them.

25.4 In the case of resale, buying-in or establishment of market price; these operations should wherever possible be carried out by an established broker.

- 25.5 Both parties, the one who gave the order as well as the party at fault, may take part in the resale or buying-in through an established broker or through any officially licensed body without affecting their rights.
- 25.6 Any direct resale or buying-in should be carried out within 5 working days following the non-execution or termination of the contract and at the market price.
- 25.7 The market price of the termination shall be certified by an established broker or failing this by two recognised professionals in the potato business.
- 25.8 Even if the injured party gave notice at termination of his intention to re-sell or to buy-in replacement goods, he retains the right to claim within a time limit of 15 days the difference between the contract price and the market price on the day of termination or his loss of profit.
- 25.9 Determination of damages in case of disease:  
The compensation regarding a complaint about the quality of potatoes shall be limited to the value of the merchandise or its replacement value, additional costs included (costs of transport and commission).
- 25.10 In the case of a quarantine disease originating from the merchandise delivered by the seller, the compensation of damages cannot be higher than the reimbursement of the price paid or the replacement value of the merchandise delivered, additional costs included (costs of transport and commission).

## **Article 26                      Non-payment**

- 26.1 The non-payment of a delivery or failure to open a letter of credit at the date fixed in the contract gives the seller the right to put the buyer in default by written telecommunication, confirmed by recommended letter, to fulfil the contract terms within 2 working days, and to give notice that he reserves the right, at the end of this time, to suspend further deliveries on the contract or to cancel it with or without damages. Until payments have been confirmed, the seller reserves the right to suspend all deliveries between the parties
- 26.2 If he wants to get payment of damages, the seller should, at the latest within 10 working days after the expiry of the above time limit, confirm by written telecommunication the total sum and the way in which this has been calculated. Unless this is done there will just be a simple termination.
- 26.3
- a) If the buyer has made a claim against the goods on arrival and remains in default for payment at the agreed time, the seller has the right to require the buyer to deposit the sum due for the goods in a bank designated by the European Delegate or the National Delegate involved, and to give notice that he reserves the right to suspend further deliveries of the balance of the contract or to cancel it with or without damages, if this is not done within 5 working days.

- b) The European Delegate or the National Delegate concerned is authorised by the parties to handle this deposit according to their joint instructions or according to the arbitration award concerning the disagreement.

If neither of the parties calls for arbitration within 6 months, the sum deposited will be given back to the party who deposited it after deduction of any expenses incurred.

## **Article 27**                      **Reasons for exemption - *force majeure***

- 27.1 Reasons for exemption are considered to be all circumstances outside the control of the parties which a diligent contractant would not be able to avoid, the consequences of which he could not take precautions against, when such circumstances occur after the contract has been concluded and prevent absolutely its total or partial execution.
- 27.2 Cases of *force majeure* are considered to be, war, revolution, strikes, interruptions of traffic, general prohibition of importation or exportation, natural catastrophes, loading conditions becoming impossible following snow or persistent frost.
- 27.3 Throughout the duration of a state of *force majeure*, making or accepting deliveries is suspended on the condition that it is absolutely impossible to carry out the agreed engagements and that the party who is affected informs the other party as soon as the event occurs. In the event of failure to provide information about the circumstances responsible, the affected party cannot use them as an excuse, unless there are also circumstances that prevent information being given.
- 27.4 Time limits for delivery are increased according to the length of time by which delivery is prevented through *force majeure*, except for new potatoes for which the parties should make a new agreement.
- 27.5 If the obstacle caused by force majeure, which has been properly established, by one of the parties, lasts for more than a month, either party may cancel the contract without damages, provided they were not in default at the onset of *force majeure*. This clause does not apply to industrial potatoes.
- 27.6 In the case where rain makes lifting impossible, the seller is not obliged to deliver new potatoes, on the condition that he immediately informs the buyer by written telecommunication.
- 27.7 A breakdown or accident involving a lorry does not constitute a reason for exemption within the meaning of *force majeure*.

## CHAPTER VII

### CLAIMS AND EXPERT ASSESSMENTS

#### **Article 28                      Claims concerning quality**

- 28.1 The buyer, after the normal examination, must inform the seller of any defects, within 6 working hours after the goods are made available, by written telecommunication. This should specify:
- the registration number of the vehicle, container or name of the vessel,
  - a summarised description of the defects of the goods,
  - the date and time of arrival,
  - for seed potatoes: the number(s) of the producers mentioned on the certificates.
- 28.2 The defects that only become apparent during unloading of a vehicle or vessel should be indicated as soon as they are noticed by written telecommunication.
- 28.3 The seller must reply, in the same form, within 6 working hours following the reception of this telecommunication.  
For deliveries that arrive on a Saturday, with the exception of new potatoes or goods requested for Saturday, the time limit for making a claim starts on the following working day.
- 28.4 Claims made during discharge are only valid under the following conditions:
- a) if the identification and integrity of the goods cannot be contested (by seals, lead seals, tamper-proof labels, any new recognised identification technique, etc.), the goods may be discharged, provided the buyer maintains the identification and integrity.
  - b) if not available, the goods may only be discharged with the authorisation of the seller; otherwise they should remain on the means of transport until the end of the claims procedure or possible expert assessment.
  - c) The costs of waiting or demurrage will be borne by the defaulting party.
- 28.5.1 All claims made after discharge by the consignee are invalid except:
- a) in the case of inherent vice, i.e. when a normal examination of the merchandise by a diligent professional would not have revealed the defect, the date of discovery of the defect will be regarded as the starting point of the time limit for lodging a complaint. The complaint may not be sent later than 10 days after reception of the goods, provided that the identification of the goods cannot be contested.
  - b) for seed potatoes, in the case of a progressive disease as defined in Annex 4, the claim must be made:
    - before planting, at the latest within 6 weeks after reception of the goods;
    - provided that the identification of the goods cannot be contested and all elements that permit to exclude that the disease can be imputed to warehousing conditions for the merchandise during that period are submitted.
- In all cases, the buyer must behave as a thoughtful professional and make every reasonable effort to examine the goods, detect its possible defects, and maintain the goods in the best conditions.

28.5.2 In the case of a quarantine disease as defined in Annex 4, the complaint must be made within 10 days after its discovery, while the buyer must take all necessary steps and arrange for sampling by a RUCIP expert or by a sampler recognised by an official organism and all analyses carried out by a recognized laboratory according to a procedure officially recognised by the country of the receiver or the country of the sender that allows for the diagnosis of the disease while the lot remains identifiable or traceable and that shows that the disease existed already at the time of delivery.

For seed potatoes, the end user shall have to have given to his seller or a trusted third party as from the moment of plantation the cadastral plot plan of the sowing area concerned. Complaints about quarantine diseases will no longer be possible after delivery, including to oneself, after harvest of the tubers originating from the concerned seed potatoes.

In any case no complaint shall be admissible beyond a period of 9 months after delivery to the ultimate buyer.

28.6 In the case of successive sales or intervention of an intermediate buyer in the claim and expert assessment procedure, the intermediate buyers must transmit without delay by written telecommunication any claims they receive together with any information concerning the latter. The total time limit to be observed by all the participants in the chain should not exceed the limits fixed in the present Article.

28.7 Even when the seller is responsible, the buyer is obliged to take all necessary measures to protect the rights of the seller, with regard to the haulier or official bodies and to prevent as far as possible any deterioration of the condition of the goods, particularly during frost or very hot weather.

28.8 If on dispatch an expert assessment has been carried out as required by the contract or a quality control certificate as required by the contract has been issued, any claim at the destination should be backed up by a second assessment in conformity with Article 29.11.

28.9 When the contract stipulates "quality inspection on dispatch", the seller must make the potatoes available to the buyer (or his representative) at the place of loading or dispatch. The buyer should be advised in good time so that he can be present or represented. The buyer (or his representative) must indicate at that time any defects he has noticed. The potatoes thus presented without any reserves being made are considered to be accepted. The same applies if the buyer fails to attend or be represented at the place of loading or dispatch.

28.10 Communications between the parties relating to the quality and expertise can be made - if the contract provides so - through the broker involved in the conclusion of it, on condition that he complies with the applicable time limits under the present code.

## **Article 29**                      **Expert assessment**

The assessment and second assessment shall be made according to the "Rules for Expert Assessment of Potatoes" annexed to the present Rules and Practices.

29.1 The request for an expert assessment must be made, according to the conditions specified in the Rules for expert assessment, by written telecommunication to the National Expert Assessment Office in the country where the goods in dispute are to be found.

If the country where the assessment should take place is not a member of the European Committee, the request for an expert assessment should be addressed to the European Delegate. This person will designate the National Bureau competent to nominate the expert.

29.2 The request must include the following information:

- a) the name, address, telephone and fax number of the seller or other party, together with proof of the reference to RUCIP terms made in the contract,
- b) type and quantity of the goods,
- c) number of the lorry, container or rail wagon, or name of the vessel, the place where it is or, if it is different, the place where the assessment will take place,
- d) the quality agreed according to the contract,
- e) origin,
- f) notification of defects complained of,
- g) notification, if relevant, of an assessment on loading/dispatch.

29.3 An expert assessment is required whenever one of the parties does not accept the claims made by the other party or does not agree the amount of the rebate claimed, either formally or by not replying within the limits given in Article 28.3.

29.4 The assessment is concerned solely with the defects for which the claim is made, except in the case of an assessment on dispatch or quality inspection on loading.

29.5

A) The place for the assessment is|:

- a) if the goods are identifiable: in the destination warehouse or the place where the means of transport is to be found.
- b) if the goods are in bulk or in non-rigid containers: on the means of transport unless the seller instructs otherwise.

B) If the goods concerned are seed potatoes which correspond to the conditions laid down in Article 28.5.1 b), the assessment takes place in the warehouse where they are to be found.

29.6 If the contract calls for an expert assessment on dispatch the seller should ask the relevant National Bureau of the place where the goods are to be found. The assessment on dispatch should cover all the defects that could be found. The costs of this expertise are to the account of the party requesting it.

29.7 In the case of a dispute concerning goods which have been the subject of successive sales without re-dispatch, it is the responsibility of the last buyer or any other link in the commercial chain to call for an assessment.

- 29.8 The parties may be present or be represented at the assessments.
- 29.9 Each of the parties may demand a second assessment. This demand should be made to the National Office where the procedure began:
- a) within 6 working hours by the party or parties who were present or were represented;
  - b) within 6 working hours of the receipt of the report of the assessment by written telecommunication by the party/parties who were neither present nor represented.
- 29.10 In the case of a dispute on arrival of goods that have been subject to an assessment on dispatch, as required by the contract, the second assessment shall be made following the procedure laid down for second assessments. Only the defects complained of shall be examined. The buyer shall request immediately to the relevant National Office by written telecommunication that an expert be nominated and given the name of the expert who carried out the assessment on dispatch. The results of the second assessment are binding.
- 29.11 The costs of the assessment and, where relevant, those of the second assessment shall be to the account of the party at fault.
- 29.12 If, before the assessment, the seller has agreed to give the buyer a rebate equal or greater than that eventually fixed by the expert the buyer shall bear the costs of the assessment.
- 29.13 The tolerances provided for in Articles 8, 9, 10, 11 and 12 cannot be deducted from the percentage of defects found by the expert.

### **Article 30                      Rebate or refusal**

30.1 The buyer may demand a rebate or refuse the lot depending on the size of the deficiency in weight certified by the assessment.

30.2 The buyer may only refuse the goods when the tolerances provided in Articles 8, 9, 10, 11 and 12 are exceeded.

If the buyer does not refuse the goods, he may claim a rebate equal to the percentage of goods out of conformity as well as possible costs.

30.3 If the deficiency by weight does not exceed these percentages, the buyer may only claim a rebate.

This rebate is based on the contract price, increased by the transport costs, customs costs and re-dressing if relevant, which remains for the seller's account.

The buyer will take possession of the goods when the time limit of 6 working hours laid down in Article 29.9 has expired, if the seller does not reply to the written telecommunication informing him of the results of the expert assessment or does not require a second assessment. His silence is taken as purely and simply accepting the findings of the expert.

- 30.4 If the deficiency by weight goes beyond these percentages, the buyer can refuse the goods. Nevertheless a buyer cannot refuse a lot or a load when only part of it is of inferior quality, however great the depreciation in value of the disputed part may be, if this depreciation in value, when spread over the entire lot or load does not exceed the percentages in Article 30.2.

Within 6 working hours following reception of the expert's report by written telecommunication, the seller should confirm by written telecommunication if he accepts the refusal or if he rejects it and requires a second assessment.

If the seller does not react to the expert's report or if he rejects it without asking for a second assessment, the buyer can after the expiry of a time limit of 6 working hours following the presumed time of receipt of the expert's report by the seller:

- a) either inform the seller of his refusal and advise him that the goods remain at his disposal while specifying the time limit;
- b) either, notably if the conclusion of the expert assessment is that the goods should be used immediately (disease developing, frost damage etc.), or when the time limit of disposal expires, have them put up for sale by any officially certified person, or by an established broker, after having informed the seller of the intended sale for his account.

In all cases, the buyer must take any measure to safeguard the goods, as necessary for the seller's account.

- 30.5 If the result of the assessment is in the seller's favour and the buyer refuses to accept its conclusions, the seller can:
- a) either inform the buyer that the goods remain at his disposal;
  - b) either have them sold at according the above mentioned modalities, after having informed the seller of the intended sale for his account.
- 30.6 If after the expert assessment the seller gives instructions for the re-dispatch of the refused goods, the buyer must carry these out, with reimbursement of costs if relevant. In any case all the costs borne are for the seller's account.
- 30.7 If the buyer demands replacement of the refused goods or if he wants to obtain damages, he should declare this at the same time as he gives notice of refusal, otherwise he may forfeit his rights.  
The damages shall be calculated according to the rules laid down in Article 25.2. Their total cannot exceed the contract value of each of the deliveries. The buyer should give notice within 15 days, at the latest, of the total of the damages claimed.  
If the parties cannot agree, the grant of damages can only be decided by arbitration.

## CHAPTER VIII

### DISPUTES

#### **Article 31                    Compromise clause<sup>2</sup> and recourse to legal proceedings**

31.1 All disputes arising from contracts made between contracting parties under the terms of the present RUCIP Rules and Practices as well as all Annexes to these contracts, shall be decided definitively by the conditions laid down by the Rule of Arbitration of the European Committee, hereto annexed. Provided this ruling is not contrary to the legislation of one of the countries of the contracting parties who have contracted under the present Rules and Practices, recourse to ordinary legal proceedings is forbidden to the parties.

As a result, the parties expressly renounce to any appeal before the judicial order.

31.2 A party required to appear at a tribunal of the judicial order can call into question the competence of the judiciary and demand to be heard before the RUCIP Arbitration Committee identified in the arbitration agreement, without prejudice of a subsequent decision of the European or National Delegate. Once the lack of competence of the judiciary is ruled, the time-limit for making the demand for arbitration mentioned in Chapter II of the Rules for arbitration shall take into account the time elapsed since the starting point and the date the jurisdiction is seized; it shall be suspended during the procedure at the judiciary and will start to run again as of the date that the lack of competence is ruled.

31.3 The demand for arbitration shall be dealt with following the procedure laid down in Chapter II of the Rules of Arbitration. The provision of a deposit under the terms of article 4.4 of Chapter II of the Rules of Arbitration will be for the account of the party which made the initial recourse to legal proceedings, under threat of forfeiting his rights, regardless of which party presented the demand for RUCIP arbitration.

31.4 Provided this ruling is not contrary to the legislation of one of the countries of the contracting parties who have contracted under the present Rules and Practices, recourse to ordinary legal proceedings is forbidden to the parties.

31.5 Nevertheless, by exemption from this ruling, actions for payments provided through letters of exchange (drafts accepted and contested) and actions for any means of payment that are unpaid can be taken through civil law.

#### **Article 32                    Definitive language**

In case of dispute of the interpretation of the text only that drawn up in French will be valid.

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<sup>2</sup> The French "Clause compromissoire" means that the parties are bound to resolve their disputes within the framework of the contract rules i.e. those of RUCIP 2012 and renounce recourse to civil law.

## **SECOND PART**

<p><b>RUCIP 2012</b> <b>RULES FOR EXPERT ASSESSMENT</b></p>
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## SUMMARY

<b>CHAPTER I</b> Art. 1 to 2	<b>REQUEST FOR EXPERT ASSESSMENT</b>
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The present Rules for expert assessment complements Article 29 of Part I, on the Rules and Practices, to which it expressly refers.

The stipulations of the present rules apply equally to assessments and second assessments.

## CHAPTER I

### REQUEST FOR EXPERT ASSESSMENT

#### **Article 1**

The request for an assessment should be sent at the latest within 6 working hours by written telecommunication to the National Assessment Office of the country in which the disputed goods lie.

If the country where the assessment should take place is not a member of the European Committee, the request for assessment should be sent to the European Delegate who designates the National office competent to nominate the expert.

#### **Article 2**

- 2.1. Unless absolutely impossible, only the experts named on the lists drawn up by the European Committee and/or the European Delegate and the National Committees and/or their associated organisations may carry out an assessment. The experts required to work on a national basis are nominated by the National Committees and/or their associated organisations. The experts required to work on an international basis are nominated by the European Committee and/or the European Delegate on the proposition of the National Committees and/or their associated organisations. They are of right National experts.
- 2.2. The experts who appear on the lists provided in Article 2.1 should:
  - carry out, or should have carried out, commercial or technical duties in the potato business,
  - and have followed a training as RUCIP expert.

The experts must carry out the assessment in total independence. They are bound by professional confidentiality.

## CHAPTER II

### ACCEPTING THE REQUEST

#### Article 3

The assessment office concerned has the right to refuse the request for an assessment if it is informed that the contract is not under RUCIP terms.

#### Article 4

- 4.1 The assessment office will immediately appoint a qualified expert and send him, by written telecommunication, the necessary details to carry out the assessment.
- 4.2 In agreement with the expert, the assessment office will fix the day and time for the assessment so that it is possible for the parties to be present or represented. The assessment office will send to the parties, by written telecommunication, the name of the expert, as well as the place, date and time of the assessment.
- 4.3 Either party has the right to object to the expert by written telecommunication, with the reason for the objection, sent without delay to the National Delegate.
- 4.4 If the National Delegate finds the objection is valid, he will immediately nominate another expert.
- 4.5 The conditions governing objections to experts are the same as those which apply to objections to arbitrators (article 3 of the Rules of Arbitration).

## CHAPTER III

### CARRYING OUT THE ASSESSMENT

#### Article 5

- 5.1 The expert should take notice from the documents held by the parties, of all the information necessary to allow the assessment to take place and for a report of the assessment to be produced, according to the example in Annex 3.
- 5.2 The assessment should only take account of the defects which are in dispute, except for assessments on loading/dispatch which cover any defects apparent.
- 5.3 The parties shall make every effort to provide the expert with the means (personnel, equipment, lighting, etc.) so that he can carry out his task without difficulty. If necessary the expert can take the necessary measures at the expense of the party in default.
- 5.4 If the expert finds himself in conditions which make it impossible to carry out a proper assessment of the goods he should notify by telephone the Office that appointed him and ask for new instructions. The Office may decide to abandon the assessment or to put it off. In this case it should advise the National Delegate and inform the parties, giving the motive for the decision.

The impossibility must be dully motivated by the expert in an official record.

#### Article 6

- 6.1 For each disputed lot, the expert will take samples in five different places, which should together make up at least 1% of the lot concerned. The samples drawn should be mixed and a sample of at least one fifth of the weight drawn should be examined in detail by the expert so that all the defects cited may be detected.

If deemed necessary, the expert can arrange for any useful analysis to perform its mission.

The tolerances allowed in Articles 8, 9, 10, 11, and 12 of the Rules and Practices, may not be deducted from the percentage of defects certified by the assessment.

- 6.2 The depreciation of value is represented by the percentage by weight of tubers out of conformity which it is necessary to remove so that the goods conform to the contract. If a tuber has several defects, only the largest or most serious defect is taken into account.
- 6.3 The parties are forbidden to intervene in the assessment. The expert should not take into account the opinions or wishes of the parties as to the procedures or the means used for deciding the depreciation in value.

## CHAPTER IV

### FINDINGS AND RESULT OF THE ASSESSMENT

#### Article 7

The expert should use the official form of the European Committee for his report, as given in Annex 3, in four copies. He will send one to each of the parties and one to the Assessment Office who appointed him.

#### Article 8

If the goods need to be sorted, the expert should point out the costs involved taking account of local conditions.

#### Article 9

Unless the two parties were present at the assessment the expert should immediately make known the result by written telecommunication to any absent party showing precisely, for each defect observed, the depreciation and, depending on the case, the total of the accessory costs of sorting, handling, etc.

## CHAPTER V

### SECOND ASSESSMENT

#### Article 10

- 10.1 Each of the parties can, within the time limits fixed by Article 29.9 of the Rules and Practices make a request for a second assessment to the National Delegate, who will immediately nominate a counter-expert and notify the parties.
- 10.2 If it concerns an inter-European assessment, he should appoint one of the nationality requested by the party making the appeal.
- 10.3 The Assessment Office will arrange the second assessment and if necessary a meeting of the two experts/ If they are of different opinions, the Assessment Office will nominate a third expert. If one of the parties so wishes, he will choose one of a different nationality to that of the parties. The third expert will produce a binding report.

## CHAPTER VI

### COSTS OF THE ASSESSMENT

#### Article 11

The costs of the assessment or of the second assessment should be put up in advance by the requesting party according to the scale fixed by the European Committee and/or the European Delegate.

The costs incurred through the third assessment should be put up in advance by the party requesting the second assessment.

## CHAPTER VII

### GENERAL CONDITIONS

#### Article 12

An expert is forbidden from acquiring or selling for his own account, or for the account of a third party, any goods on which he has carried out an assessment.

Any failure by an expert to observe these rules will be punished by the European Committee.

#### Article 13

Any claims relating to assessments or concerning the attitude of the experts should be sent to:

- the National Delegate for cases where the assessment is between firms or persons of the same country.
- The European Delegate where inter-European assessments are concerned.

In all cases the motives for the claims must be stated.

#### Article 14

In the case of a dispute on the interpretation of the text only that drawn up in French will be valid.

## **THIRD PART**

<p><b>RUCIP 2012 RULES FOR ARBITRATION</b></p>
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## CHAPTER I

### General conditions - Administration

#### Article 1

##### *RUCIP Arbitration Commission - National arbitration bodies*

- 1.1 The arbitration bodies covered by the present Rules are the RUCIP Arbitration Commission of the First and Second Degree, composed and operating according to the present Rules.
- 1.2 If the contracting parties make a special agreement to use another arbitration body this should act in accordance with the present Rules and observe RUCIP conditions. In the text below such a body is called: "RUCIP Arbitration Commission".

##### *Competence of the arbitration bodies*

- 1.3 The arbitration commission competent for the First Degree is that of the defending party's country and for the Second Degree it is that of a third party country, except in the case of a dispute between contracting parties whose headquarters are in the same country and/or where the parties have agreed otherwise.
- 1.4 In the case where there is no arbitration body in the defending party's country, the National Delegate or the European Delegate designates the competent arbitration body.
- 1.5 The RUCIP Arbitration Commissions are the judges of their own competence for the cases that they are handed. They have the widest possible powers to research into the relevant details. They are not obliged to follow the procedures, time limits or practices established for tribunals or courts, they can, at the request of the parties make agreed settlements. They will pass award as laid down by RUCIP.

##### *The National Delegates*

- 1.6 The RUCIP National Delegate and his deputy are nominated by the National Committee and/or its associated organisations. They should satisfy the conditions required for an arbitrator in Article 3.1 of Chapter I. Their nomination should be ratified by the European Committee and/or the European Delegate.
- 1.7 The National Delegate directs the National Arbitration Secretariat.
- 1.8 If he is not available the Deputy National Delegate will carry out his duties. In such a case his powers are limited to the duties for which he has been appointed.

##### *The Arbitration Secretariat - List of qualified arbitrators*

- 1.9 Each National Committee and/or its associated organisations make up a RUCIP National arbitration secretariat. (The list of National Committees and/or associated organisations is published by the European Committee)

- 1.10 The National Committee and/or associated organisations should draw up a list of RUCIP Arbitrators. This list should include at least six arbitrators.
- 1.11 The address of the RUCIP National Arbitration Secretariat and the list of Arbitrators should be sent to the European Committee and/or the European Delegate, who will approve them and draw up the general list of registered Arbitrators and pass it to the National Committees and/or their associated organisations for distribution.
- 1.12 The duty of the Secretariat is to do everything necessary for the good running of arbitrations, and to ensure the proper working of the Commissions for which it is responsible as well as their financial administration. It is necessary that its operation throughout the year should be ensured.
- 1.13 The composition of the Secretariat may be modified by the National Committee, and/or its associated organisations of which it is composed, it is obliged to notify the General Secretariat of the European Committee and/or the European Delegate of any such modifications. This also applies to the lists of arbitrators.

Members of Secretariats are bound by professional confidentiality.

- 1.14 The European Committee sets up a European RUCIP Secretariat for Second Degree Arbitration Commissions.

## **Article 2**

### ***Procedural Language***

- 2.1 The procedural language is proposed by the appellant. In case of disagreement between the parties, or between the parties and the arbitration body, the President of the body will decide which language to use considering the special circumstances of each case and the known interests of the parties. In such a case the language must preferably be French, German, English, Spanish or Italian.

The notification of the choice of the procedural language will be the starting point for all subsequent procedural time limits.

### ***Time limits***

- 2.2 The time limits given in the present rules may be prolonged for one day if they run out on a Sunday or on a legal holiday, either in the country where the hearing is taking place or in that of a party concerned. The only legal holidays recognised are those which are official for the whole of the country concerned.

### ***Costs and honoraria***

- 2.3 The arbitration costs and honoraria are fixed by the body giving the award according to the scale laid down by the European Committee and/or the European Delegate. There is no right of appeal over these costs and honoraria.

### *Correspondence*

- 2.4 All correspondence between the Arbitration Secretariat and the parties, concerning the process, must be sent by registered letter, with acknowledgement of receipt, whenever this is possible.

If the parties are represented, the letters will be sent to the lawyers or proxies with proper papers of appointment.

### **Article 3.**

#### *The Arbitrators*

- 3.1 The Arbitrators who appear on the lists provided in article 1.10 of Chapter I should carry or should have carried out commercial duties in the potato business.
- 3.2 The Arbitrators are not representatives of the parties and should act with total independence. They are bound by professional confidentiality.

From the acceptance of their nomination, the arbitrators can no longer have any contact with the parties or their representatives on the content of the case for which they were nominated.

#### *Choice of Arbitrators*

- 3.3 Once the required deposit funds have been received, the Secretariat will immediately advise the defendant of the arbitration request and the extent of the case claimed against him together with a list of registered Arbitrators so that he may nominate an Arbitrator.
- 3.4 If, in the 15 days after receipt of the list, the defendant has not advised the Secretariat of the name of the Arbitrator he has chosen, the Arbitrator will be nominated by the National Delegate.
- 3.5 In case of several appellants or defendants or a guarantee claim, the Secretariat asks the group of appellants or the group of defendants or the parties called over a guarantee to choose a common arbitrator on the list, failing such common designation within 15 days of receipt of the notification by the last notified, the National Delegate shall nominate an arbitrator.

#### *Objecting to an Arbitrator*

- 3.6 An objection may be made to an Arbitrator:
- a) if he is himself a party or a partner or joint debtor of one of the parties or if one of the parties is involved in a process against him;
  - b) if he has had extra professional contacts with one of the executives or shareholders of one of the parties;
  - c) if he is directly or indirectly, related to one of the parties or to an intermediary;

- d) if he is, related collaterally as far as the third degree, or related by marriage up to the second degree to one of the parties, even if the marriage creating this relationship no longer exists;
- e) if he directly or indirectly owns shares in the capital of one of the parties;
- f) in the dealings in which he has been given the authority to start a process or in which he has been a consultant;
- g) in matters in which he is, or has been, a legal representative by right of one of the parties;
- h) in matters in which he has been a witness or has given an expert opinion;
- i) in matters in which he has acted as broker, public selling agent, or in which he has carried out expert assessments;
- j) in matters in which he has drawn up price valuation.

3.7 The party wishing to challenge an Arbitrator should do so in writing, within a time limit of 15 days after being informed of the name of the arbitrator, giving the reasons for his challenge.

3.8 If a party proves that it was unaware of having a reason for challenging an arbitrator, it can make a valid challenge within a time limit of 15 days, after having received the information providing the reason for the challenge. No challenge may be made once the Arbitration body has met, provided this condition is not contrary to the legislation of the country where the hearing is taking place.

3.9 The validity of the challenge will be decided by the National Delegate, who will have the challenged arbitrator replaced by the party who chose him, as provided in Article 3.3, 3.4 and 3.5 of Chapter I, unless the arbitrator concerned has been appointed by him. In this case the President of the European Committee or the European Delegate will decide on the validity of the challenge and proceed, if need be, with the replacement of the challenged Arbitrator.

#### ***Refusal or non-availability of an arbitrator***

3.10 An Arbitrator who knows that reason exists for challenging him under Article 3.6 of Chapter I should refuse the nomination and immediately advise the Delegate concerned. He should do the same in the case of non-availability. The Delegate will ask the interested party to nominate a new arbitrator within 15 days from the date of receipt of the request, failing which the Delegate will make the nomination.

## CHAPTER II

### **RUCIP Arbitration Commission - First Degree Arbitration**

#### **Article 4**

##### *Arbitration request*

- 4.1 The request for arbitration has to be sent to the Secretariat of the competent arbitration court within 9 months, on pain of debarment, to be counted from:
- the day the claim was sent when:
    - having regard to the interpretation of a contract,
    - having regard to the quality, quantity or packaging of a delivery;
  - the day of total or partial termination of a contract in case of a dispute having regard to the failure to execute a contract.

Acts simply concerning payments where the sum is not contested, i.e. those of which the sum has not been contested according to the present Rules and Practices, remain subject to the time limits as provided by common law in the country of the debtor.

- 4.2 The request for arbitration should be made in writing, giving the names, professions and addresses of the parties, describe the objectives of the litigation, give a summary of the disputed facts and state precisely what is claimed by the appellant.

The request suspends the time limits of introduction of Article 4.1 with respect to the defendant(s).

##### *Provision of deposit*

- 4.3 The National Delegate or the National Arbitration Body will decide the sum which the appellant should put up as a deposit in order to ensure the payment of expenses and honoraria of the First Degree body, as well as the time limit for this payment. If he considers it necessary he may require a further payment.
- 4.4 If no deposit is made in the time limit fixed, the request for arbitration is considered to be withdrawn, except for the conditions in Article 31 of the Rules and Practices.

##### *Composition of the Arbitration Commission - Appointment of President - Single Arbitrator*

- 4.5 The dispute shall be decided by a single arbitrator in the following cases:
- when the arbitration request concerns a dispute with an equivalent value less than € 10.000;
  - or if the parties expressly so decide.

The National Delegate will then solely proceed with the nomination of the arbitrator.

- 4.6 In all other cases, the appellant should indicate on his request an arbitrator chosen from the list of registered Arbitrators. If he fails to do this, or nominates a person who is not on the list, the Secretariat concerned will send him the list. He is allowed a period of 15 days from the date of receipt to nominate an arbitrator. When this period expires, the Arbitrator will be nominated by the National Delegate.

- 4.7 The National Delegate will choose the third arbitrator from the list of registered Arbitrators. This third arbitrator, together with the arbitrators chosen by the parties, constitutes the Arbitration Commission. He will assume the functions of President and will take all the necessary measures for the good order and rapidity of the discussions. He will give instructions to the Secretariat to this effect.

***The accepting by the arbitrators of their task***

- 4.8 The arbitrators have a period of 15 days from receipt of the nomination papers sent to them by the RUCIP Arbitration Secretariat to give notice of accepting the task. In the case of a refusal, of non-availability or of a challenge of an arbitrator nominated by one of the parties, the Secretariat has a period of 15 days from the date of receipt of the request from the Delegate to nominate a new arbitrator, failing which the Delegate will nominate one himself.
- 4.9 The Arbitration Secretariat notifies the parties of the constitution of the Commission.

**Article 5**

***Submission of documents***

***The request***

- 5.1 After the notification of the constitution of the Commission, the appellant must, if he has not already done so in his initial request and under penalty of nullity of his request, within 30 days produce in writing, in five copies a complete account of the facts in dispute, with evidence attached. A copy of the memoranda or evidence will be sent to the parties through the intermediary of the Secretariat.

***Defence memorandum and Counter claim or Warranty***

- 5.2 A counter claim may be presented by the defending party with his first defence memorandum within 60 days from the date of receipt of the appellant's case as provided for in Article 5.1. This memorandum must contain, under penalty of inadmissibility, any counter claim or warranty. It is established in a number of copies indicated by the Secretariat.
- 5.3 In case of nullity of the initial request the defendant disposes of a period of 60 days from the notification which will be given to him, to make any claim arising from the same contract.
- 5.4 In case of a counter claim or warranty, the initial appellant must respond within 30 days of the notification which will be given to him. Without the authorisation of the President of the Commission, no memorandum or evidence will be receivable any longer.

### *Notice and Audience*

- 5.5 The Secretariat will notify the parties of the place, date and time of the meeting of the Arbitration Commission.
- 5.6 The investigation and hearing of the case will be verbal.
- 5.7 The parties should, if possible appear in person. They may however be represented or assisted by lawyers or proxies with proper papers of appointment.
- 5.8 If one of the parties is not present or represented, the Arbitration Commission may nevertheless proceed with the investigation of the case and pass award.
- 5.9 If the parties default the Arbitration Commission may put off the hearing or give its verdict and award based on the memoranda of the parties and other elements which are available to it.

### *Witnesses*

- 5.10 A statement should be drawn up of the evidence of a witness, which should be signed by him. The President of the Commission can, in countries where the Arbitrators have the necessary competence, oblige a witness to take an oath.

### *Conciliation*

- 5.11 The Commission should try to reconcile the parties. If a deal is struck a statement of it should be drawn up according to the form and practice of the country in which it takes place. It will be approved by a sentence.

### *Deliberation*

- 5.12 The deliberations of the Arbitration Commission will be without the presence of the parties, their lawyers or proxies. The Commission may be assisted by legal advisers and interpreters. Decisions are taken by majority.

### *Award*

- 5.13 The award should include:
- a) the names, professions and addresses of the parties;
  - b) the names, professions and addresses of the arbitrators and attach their acceptance of the nomination;
  - c) a statement that the arbitrators were nominated in conformity with the Rules for Arbitration annexed to the Rules and Practices of the Inter-European Commerce in Potatoes (RUCIP);
  - d) the place where and date when the award was made;
- As well as, except when a conciliation has been approved:
- e) a summary of the appellant's case and of the defending party's defence. If the defending party did not appear, mention will be made of the form by which he was advised of the arbitration request and through which he had every possibility to defend himself.
  - f) a statement of reasons

g) the award in relation to the dispute and the award of costs.

- 5.14 The award must be written in the language of the country where the arbitration took place together with, if necessary, a translation into the chosen language as required by Article 2.1 of Chapter I. One copy of the award should be sent to the European Delegate together with the translation, if there is one.
- 5.15 The award must be given and made known within a period of 9 months, counting from the day of receipt of the deposit by the Secretariat. However this period may be prolonged at the request of the President of the Commission by the National Delegate at the First Degree.

In case of recourse to mediation, the time limit of the Arbitration procedure shall be suspended.

- 5.16 The award should be drawn up in conformity with the legislation of the country in which it is given. It will be in the form of a "draft award" in countries where this practice is applied.

#### *Notification*

- 5.17 The award must be sent to the parties or the lawyers or authorised proxies by registered letter with acknowledgement of receipt, in conformity with the legislation of their countries.

## CHAPTER III

### RUCIP Arbitration Commission - Second Degree Arbitration

#### Article 6

##### *Competent Bodies and time limits for Second Degree Arbitration*

- 6.1 The request for a hearing at the Second Degree should be sent by registered letter with acknowledgement of receipt or by written telecommunication to the European Delegate so that it can be brought before a Second Degree Arbitration Commission within a time limit of 30 days from the receipt of the registered letter with acknowledgement of receipt, of the award at the First Degree, or suffer foreclosure.
- 6.2 The request should give a summary of the grounds and include a description of the award against which the Second Degree procedure is applied for (the place and date where it was given and the date of receipt of notification).  
The request should also give the desired nationality of one of the arbitrators, if the parties are of different nationalities.
- 6.3 The European delegate will immediately advise the other party and the Secretariat of the Commission of First Degree Arbitration of the request for Second Degree.
- 6.4 The defending party can, within a time limit of 30 days after receipt of this notice, repeat a claim already made during the First Degree.
- 6.5 An increase in a claim or a counter claim is not permitted.

#### Article 7

##### *Provision of deposit*

- 7.1 The European Delegate will fix the sum which the appellant must put up as deposit to ensure the payment of the expenses and honoraria of the arbitration body. If he considers it necessary he may require a further payment.
- 7.2 If the deposit is not made in the time limit fixed by the delegate, the request for arbitration is considered to be withdrawn and the European Delegate will immediately inform the parties and the Secretariat of the First Degree Arbitration Commission.

##### *Notification to the Defending Party*

- 7.3 As soon as the deposit is received, the European Delegate will inform the defending party of the grounds for the appeal made against the First Degree award and ask him to select the nationality of one of the Arbitrators if the parties are of different nationalities.

### ***Communication of the files***

- 7.4 The National Delegate for the First Degree hearing must send the complete files of the arbitration which is the object of a Second Degree hearing to the European Delegate at his first request.

### ***Constitution of the Commission - Nomination of President***

- 7.5 The number of arbitrators making up a RUCIP Second Degree Arbitration Commission cannot be less than 3 and may be 5 if one of the parties request it within a time limit of 14 days from receipt of the files, and if the matter concerns a dispute with a value in excess of €500.000. The party so requesting will be responsible for any supplementary deposit required.
- 7.6 The President and the Arbitrators of the Second Degree Commission are nominated by the European Delegate from the list of registered Arbitrators. Any Arbitrator who served on the First Degree Commission may not be chosen.
- 7.7 Each party has the right to select the nationality of one of the arbitrators. The President of the Commission should be of a different Nationality from the parties, unless the parties agree otherwise. However if the parties both have their headquarters in the same country, the whole of the tribunal may be made up of that nationality.
- 7.8 The Arbitrators will be informed of their nomination by the European Delegate.

### ***Place for the Arbitration Hearing***

- 7.9 The place for the arbitration will be fixed by the European Delegate in a different country to that of the parties, unless these agree otherwise within 15 days from the date of the notification of the place. If the parties so request, the European Delegate may choose the country of one of them. If the two parties are domiciled in the same country, the arbitration may take place in that country, unless one party objects.
- 7.10 The European Delegate will advise the Secretariat of the country selected which is then responsible for the logistics of the hearing and will put its resources at the disposal of the European Delegate in order to carry out the procedure.

### ***Transfer of the File***

- 7.11 The composition of the Commission and the place for the arbitration having been arranged as above, the European Delegate will pass on the files to the National Secretariat of the country concerned.

### ***Carrying out the Process***

- 7.12 Except as stated in Article 6.4, the process proceeds up to and including award according to Articles 4 and 5 of Chapter II, which are applicable as laid down.

- 7.13 The award will be given and notified within a period of 6 months from the date of receipt of the deposit of funds by the Secretariat. However this period may be extended by the European Delegate at the request of the President of the Second Degree Commission.

## CHAPTER VI

### The Award

#### Article 8

#### *The Final Award*

If there is no request for a Second Degree hearing following the conditions of Chapter III, the award of the First Degree Arbitration Commission becomes final.

#### Article 9

#### *Serving of the Award*

The serving and notification of the award to the legal bodies or relevant authorities, provided this is allowed for in the legislation of the country in which the arbitration took place, shall be carried out according to the time limits and in the manner provided for by that legislation.

Where the legislation so allows, the notification and serving of the award should be carried out by the Secretariat.

## CHAPTER V

### Miscellaneous arrangements

**Article 10** *Guarantee Claims*

A party claiming to have a case over a guarantee given by a third party may take an action against them. The guarantor may, in turn, take an action against another guarantor and so on. If the guarantor(s) is (are) bound by a compromise clause or agree to take part in the dispute, the Arbitration Commission may, with their agreement, give judgement jointly on the original request and the guarantee case in the same award.

**Article 11** *Arbitration with nationals who do not belong to the European Committee*

If one of the parties who has made a contract citing RUCIP has its headquarters in a country where there is no National Committee, the arbitration request must be sent to the National Delegate of the party whose country does have a National Committee.

If both parties have their headquarters in countries without National Committees, the request for arbitration should be sent to the European Delegate who will nominate the National Delegate who will have competence for organising this arbitration.

**Article 12** *Compromise - Refusal of Arbitration*

If the arbitration, at First or Second Degree should take place in a country where the legislation requires that a compromise solution be found, the arbitration Secretariat will require both parties to sign an undertaking to accept such a solution as soon as the arbitration request is received.

If the defending party refuses to sign it and if the parties accept/refer to the present Rules and Practices and to the Rules for Arbitration, Article 13 of Chapter V is applicable. The defending party shall be deemed to have refused, if he does not sign in the time limit fixed by the President of National arbitration body, the National Delegate or the European Delegate.

**Article 13** *Refusal to comply with an arbitration award*

If the losing party in an arbitration refuses to comply with the demands of the award, the other party has the right to ask the European Committee to publish the name of that party, giving the main elements of the award, in the journals, bulletins or other means of circulation of the bodies responsible for nominating National Committees, and also to other bodies such as those who provide credit insurance. The European Committee will advise the party at fault of such a request by registered letter and give him a time limit of 20 days to comply with the award. When this has elapsed the European Committee will proceed with the publication. The party which, despite the extra time given has not complied with the award, is totally forbidden from having any recourse against or about this publication.

The publication costs of the award are for the account of the defaulting party and the costs advanced by the appellant.

**Article 14*****Exemption from Responsibility***

Arbitrators, legal advisers, members of the organisation and of the Secretariats, either Regional, National or European, are exempt from any responsibility because of their actions during the procedure; insofar as the law allows such an exemption.

**Article 15*****Internal Procedure***

The National Delegate of the country in which the Second Degree Arbitration takes place will send a copy of the award to the Secretariat of the First Instance. The latter will send a copy to the First Degree Arbitrators.

**Article 16*****Definitive Language***

In the case of a dispute over the interpretation of the text, only that drawn up in French shall be valid.

<b>ANNEXES:</b>
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- No. 1 Written telecommunications (Art. 1.4 of the Rules and Practices)
- No. 2 Composition of frost protection measures in the means of transport  
(Art. 17.3 of the Rules and Practices)
- No. 3 Example of an expert assessment report (Art. 7 of the Rules for Expert Assessment)
- No. 4 Progressive diseases and quarantine diseases

<b>ANNEX No. 1</b>
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**WRITTEN TELECOMMUNICATIONS**  
**(Art. 1.4 Rules and Practices)**

In the RUCIP terms and in all exchanges making reference to these terms, written telecommunications are considered to be those which are sent by:

- fax
- or any new form of telecommunication where receipt cannot be denied:
  - notably: certified e-mail with acknowledgement of receipt.

<b>ANNEX No. 2</b>
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**COMPOSITION OF FROST PROTECTION MEASURES IN THE**  
**MEANS OF TRANSPORT**  
**(Art. 17.3 Rules and Practices)**

No. 1	One thickness of cardboard(*) on the floor and the walls. One thickness of cardboard on top of the load
No. 2	One thickness of poly-straw on the floor, one thickness of poly-straw on the walls, cover the load with two strips of poly-straw side-by-side along the length of the wagon, draught proof the doors. In the case of a load on pallets replace the poly-straw on the floor with two layers of cardboard(*).
No. 3	Frost protection as in No. 1 + No. 2

(\*) *Cardboard weight: the cardboard should be corrugated and weigh at least 300 g per sq.m.*

## ANNEX No. 3

**EUROPATAT, UNION EUROPEENNE DU COMMERCE DES POMMES DE TERRE**  
**EUROPATAT, EUROPÄISCHE UNION DES KARTOFFELHANDELS**  
**EUROPATAT, EUROPEAN UNION OF THE POTATO TRADE**  
**EUROPATAT, EUROPESE UNIE VAN DE AARDAPPELHANDEL**  
Secrétariat Général: Rue de Trèves 49-51 bte 8, 1040 BRUXELLES, BELGIQUE

Expert: M.  
Name des Sachverständigen: H.  
Expert: M.  
Expert:

Adresse:  
Wohnort:  
Address:  
Adres:

Téléphone:  
Fernruf:  
Phone:  
Telefoon:

Fax:

**RAPPORT D'EXPERTISE RUCIP**  
en conformité des Règles et Usages du Commerce Inter-européen des Pommes de terre  
(à établir en quatre exemplaires)  
**RUCIP GUTACHTEN FÜR KARTOFFELN**  
gemäss den Geschäftsbedingungen für den Europäischen Kartoffelgrosshandel  
(in vierfacher Ausfertigung auszustellen)  
**RUCIP VALUATION REPORT**  
in accordance with the Rules and Usages in the Intra-European wholesale potato trade  
(to be drafted in quadruplicate)  
**RUCIP EXPERTISE RAPPORT**  
overeenkomstig de Handelsvoorwaarden voor de Inter-Europese Aardappelhandel  
(opmaken in viervoud)

- |  |  |
|--|--|
| 1. a) Nom du requérant<br>a) Name des Antragstellers<br>a) Name of the appellant<br>a) Naam van de verzoeker<br>b) Adresse<br>b) Adresse<br>b) Address<br>b) Adres   | 1. a)<br> <br> <br> <br> <br>b)<br> <br> <br> <br> |
| 2. a) Nom de la contre-partie<br>a) Name der Gegenpartei<br>a) Name of the opposing party<br>a) Naam van de tegenpartij<br>b) Adresse<br>b) Adresse<br>b) Address<br>b) Adres  | 2. a)<br> <br> <br> <br> <br>b)<br> <br> <br> <br> |
| 3. a) Nature de la marchandise achetée (variété, provenance, calibre et éventuellement autres conditions particulières)<br>a) Art der gekauften Ware (Sorte, Herkunft, Sortierung und gegebenenfalls andere besondere Vereinbarungen)<br>a) Nature of the goods purchased (variety, origin, sizing and eventually further particularities)<br>a) Aard van de gekochte handelwaar (ras, herkomst, sortering, en eventueel andere bijzondere voorwaarden)<br>b) Poids déclaré<br>b) Angegebenes Gewicht<br>b) Weight declared<br>b) Aangegeven gewicht | 3. a)<br> <br> <br> <br> <br>b)<br> <br> <br> <br> |

4. a) Etat du wagon ou du camion	4. a)
a) Zustand des Waggons oder Lastwagens	
a) State of waggon or truck	
a) Toestand van de wagon of vrachtwagen	
b) Numéro et marque	b)
b) Nummer und Kennzeichen	
b) Number and Mark	
b) Nummer en kenteken	
c) Gare ou lieu de départ	c)
c) Versandstation oder Versandort	
c) Station or place of departure	
c) Station of plaats van vertrek	
d) Date d'expédition	d)
d) Abgangsdatum	
d) Date of dispatch	
d) Datum van verzending	
e) Date d'arrivée	e)
e) Empfangsdatum	
e) Date of arrival	
e) Datum van aankomst	
f) Date et heure de mise à disposition effective	f)
f) Datum und Stunde der tatsächlichen Bereitstellung	
f) Date and hour when effectively placed at disposal	
f) Datum en uur van de daadwerkelijke terbeschikkingstelling	
g) Volets ouverts ou fermés ?	g)
g) Luken offen oder geschlossen ?	
g) Air vents open or shut ?	
g) Luiken geopend of gesloten ?	

5. Péniches ou navires	5.
<i>Kähne oder Schiffe</i>	/
Barges or ships	
<i>Binnenvaartuijen of schepen</i>	/
a) Nom	a)
a) Name	
a) Name	
a) Naam	
b) Nom du capitaine	b)
b) Name des Kapitäns	
b) Captain's name	
b) Naam van de kapitein	
c) Lieu de départ	c)
c) Abgangsort	
c) Place of departure	
c) Plaats van vertrek	
d) Date de départ	d)
d) Abgangsdatum	
d) Date of departure	
d) Datum van vertrek	
e) Date d'arrivée	e)
e) Empfangsdatum	
e) Date of arrival	
e) Datum van aankomst	
f) Date et heure de mise à disposition effective	f)
f) Datum und Stunde der tatsächlichen Bereitstellung	
f) Date and hour when effectively placed at disposal	
f) Datum en uur van de daadwerkelijke terbeschikkingstelling	
g) Ecoutilles ouvertes ou fermées ?	g)
g) Luken offen oder geschlossen ?	
g) Hatches open or shut ?	
g) Luiken geopend of gesloten ?	

6. Quelle a été la réclamation exacte formulée par le requérant ?	6.
<i>Wie lautet die genaue Mängelrüge des Antragstellers ?</i>	/
State the exact claim made by the appellant.	
<i>Hoe is de nauwkeurige reclame door verzoeker geformuleerd ?</i>	/

**CONSTATATIONS DE L'EXPERT****STATEMENT OF THE EXPERT****FESTSTELLUNGEN DES  
SACHVERSTÄNDIGEN****BEVINDINGEN VAN DE EXPERT**

7. a) Lieu de l'expertise a) Ort der Begutachtung a) Place of the valuation a) Plaats van de expertise b) Date et heure b) Datum und Stunde der Begutachtung b) Date and hour b) Datum en uur	7. a)       b)     
8. Personnes présentes à l'expertise <i>Bei der Begutachtung anwesende Personen</i> Persons attending the valuation <i>Personen aanwezig bij de expertise</i> a) Pour le vendeur a) Für den Verkäufer a) For the seller a) Voor de verkoper b) Pour l'acheteur b) Für den Käufer b) For the purchaser b) Voor de koper c) Autres c) Sonstige c) Others c) Anderen	8. /   / a)   b)   c)   
9. La marchandise était-elle dans le moyen de transport ou à quai au moment de l'expertise ? <i>Befand sich die Ware im Transportmittel oder auf Kai zur Zeit der Begutachtung ?</i> Were the goods in the means of transport or alongside wharf at the time of valuation ? <i>Was de handelswaar ten tijde van de expertise in het vervoermiddel of op de kade ?</i>	9.   / /   / / 
10. a) Le déchargement avait-il été entrepris ? a) Hat Entladung schon angefangen? a) Had unloading been started ? a) Was de lossing reeds aangevangen ? b) Si oui, quel était le poids de la partie déchargée ? b) Wenn ja, wie hoch ist die Gewichtsmenge der entladenen Partie ? b) If so, what was the weight of the unloaded portion ? b) Zo ja, wat is het gewicht van het geloste deel ? c) Est-elle à quai ou sortie de la gare ou de l'enceinte portuaire ? c) Befand sich die Ware auf Kai oder aus dem Bahnhofs- oder Hafenbereich gebracht ? c) Was it on the wharf, taken out of the station or outside the harbour gates ? c) Is dit op de kade of is dit van het station of uit het havengebied afgevoerd ?	10. a)       b)   c)       
11. La marchandise est-elle en vrac, sacs, caisses ou billots ? <i>Ist die Ware lose, gesackt, in Kisten oder Körben ?</i> Were the goods in bulk, in bags, boxes or crates ? <i>Is de handelswaar losgestort, in zakken, kisten of mandjes ?</i>	11. /   
12. Emballage d'hiver <i>Frostschutz</i> Winter packing <i>Vorstverpakking</i> a) Des précautions contre le gel ont-elles été prises ? a) Ist Frostschutz vorhanden ? a) Were adequate precautions taken against frost ? a) Zijn voorzieningen getroffen tegen vorst ? b) Genre b) Art b) Kind of packing b) Aard	12. /   / a)     b)     



16. a) Les défauts doivent-ils être attribués au transport ?	16. a)
a) Sind die Mängel auf Transportschaden zurückzuführen ?	
a) Are the defects due to transport ?	
a) Moeten de gebreken aan het vervoer geweten worden ?	
b) Si oui, entièrement, ou dans quelle mesure ?	b)
b) Wenn ja, ganz, oder in welchem Umfang ?	
b) If so, entirely, or in what proportion ?	
b) Zo ja, geheel of in welke mate ?	
c) Pourquoi ?	c)
c) Warum ?	
c) Why ?	
c) Waarom ?	
17. a) En son état actuel, la marchandise est-elle propre à l'usage pour lequel elle a été achetée ?	17. a)
a) Kann die Ware in ihrem jetzigen Zustand für den Zweck, für den sie gekauft wurde, verwendet werden ?	
a) In its present state, is the merchandise fit for the use for which it has been purchased ?	
a) Is de handelswaar in zijn huidige toestand geschikt voor het doel waarvoor deze is gekocht ?	
b) S'il y a lieu, indiquer le montant des frais de triage, manipulation ou autres nécessités pour le reconditionnement	b)
ou la remise en état.	
b) Wenn notwendig, Angabe der zu Wiederherrichtung oder Instandsetzung erforderlichen Sortier- oder Behandlungskosten oder sonstigen Kosten.	
b) Eventually state the total costs for resorting, handling, requirements for reconditioning or relifting the merchandise.	
b) Indien van toepassing, het bedrag aangeven van de kosten van sorteren, behandelen of andere vereisten voor het weer geschikt maken of in orde brengen.	

**OBSERVATIONS**  
**BEMERKUNGEN**

**OBSERVATIONS**  
**OPMERKINGEN**

Honoraires de l'expert Vergütungen des Sachverständigen	.....			
Valuation fees Honorarium van de expert				
Frais de déplacement Reisekosten	.....			
Travelling expenses Reiskosten	.....			
Frais de poste Postkosten	.....			
Post fees Portkosten				
Frais de main-d'oeuvre Arbeitskosten	.....	Fait à	le	
Handling fees Arbeitslohn		Ausgestellt:.....	den.....20.....	
Divers Sonstiges	.....	Made in	on the	
Miscellaneous Diversen		Gedaan te	de	
		(Signature)	(Unterschrift)	(Signature) (Handtekening)
	_____			
Total Ingesamt				
Total Totaal	.....			

## ANNEX No. 4

### A) Progressive diseases

[Council Directive 2002/56/EC](#) on the marketing of seed potatoes defines in its Annex II the minimum quality conditions for lots of seed potatoes.

Paragraph A2 relates to: dry and wet rot, except if caused by *Synchytrium endobioticum*, *Corynebacterium sepedonicum* or *Pseudomonas Solanaceraum*.

One will provide himself for the last version of that Annex.

### B) Quarantine diseases

Quarantine diseases shall mean:

- *Clavibacter michiganensis* ssp. *Sepedonicus*
- *Ralstonia solanacearum*
- *Meloidogyne chitwoodi* et *fallax*
- *Globodera rostochiensis* et *pallida*
- *Ditylenchus destructor*
- Potato spindle tuber viroid (PSTVd)
- *Synchytrium endobioticum*
- *Leptinotarsa decemlineata* (Colorado potato beetle)

At any time, this limitative list may change on the basis of Annex I A 2 of [Council Directive 2000/29/EC](#) on plant health or any text repealing or amending that directive.