



**ITALIAN CONTRACT No. 125  
OF "A.C.C.S." OF GENOA**

**FOR OILSEEDS OF FOREIGN ORIGIN**  
**- Free on truck and/or other vehicle -**

Effective since 1 January 2004

Edited and printed by the ARBITRATION PANEL FOR THE  
CEREAL AND SEED TRADE OF GENOA

Prepared in ..... on .....

**Seller:** .....

**Purchaser:** .....

**Broker:** .....

The following clauses, including the **"compromissory clause"**, establish the **particular conditions** of the contract, of which they form an integral part together with the attached "General conditions".

**Goods:** .....

**Quality:** .....

- Crop..... Characteristics.....
- Appears sample.....
- Good average of the season at the period and place of loading (F.A.Q.) .....
- On the official certificate issued by.....

**Condition:** good, sound and merchantable

**Quantity:** .....

(Delivery.....

**Period** .....

(Collect .....

**Goods ex:** .....

**Packaging:** .....

**Price:** .....

**Payment:** .....

**Brokerage:** .....

**Particular conditions:** .....

.....  
.....  
.....

**Compromissory clause**

The Parties are committed to submitting any dispute that should arise with regard to the interpretation, validity, effectiveness or execution of this contract for resolution by means of contractual determination to informal arbitration, to be carried out in compliance with the Regulations of the Arbitration Panel for the Cereal and Seed Trade of Genoa, which the Parties declare to understand and accept.

## **TOLERANCES AND ALLOWANCES**

1. The regulation of any allowances shall be carried out based on the results of the ascertainments made by the Arbitration Panel on samples collected and sealed according to the above described methods and will be calculated to the extent established by this contract.
2. If the analysis verifies surpluses or shortages greater than what is indicated below, the Purchaser shall have the right to request arbitration to establish any additional allowances.
3. The allowances in favour of the Purchaser due to qualitative shortages and/or surpluses **with respect to what was agreed upon** in the contract shall be regulated in proportion for each point or fraction and shall be calculated based on the contract price.

### **SOYBEAN SEEDS**

**= OIL CONTENT =**

For shortages up to 2 points = allowance of 1.50%

Above this shortage, the Purchaser shall have the right to refuse the goods

**= MOISTURE =**

For surpluses up to 2 points = allowance of 1.00%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= BROKEN SEEDS =**

For surpluses up to 5 points = allowance of 0.25%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= DAMAGED SEEDS =**

For surpluses up to 5 points = allowance of 0.50%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= FOREIGN MATTER =**

For surpluses up to 2 points = allowance of 1.00%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= ZERO IMPURITIES =**

For surpluses up to 2 points = allowance of 1.00%

Above this surplus, the Purchaser shall have the right to refuse the goods

### **SUNFLOWER SEEDS**

**= OIL CONTENT =**

For shortages up to 3 points = allowance of 1.50%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= MOISTURE =**

For surpluses up to 2 points = allowance of 1.00%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= FOREIGN MATTER =**

For surpluses up to 2 points = allowance of 1.00%

Above this surplus, the Purchaser shall have the right to refuse the goods

**= F.F.A. (Free acidity in the oil) =**

For surpluses up to 1 points = allowance of 2.00%

Above this surplus, the Purchaser shall have the right to refuse the goods